

COLLECTIVE AGREEMENT

BETWEEN:

THE UNIVERSITY OF MANITOBA

- AND -

**THE UNIVERSITY OF MANITOBA
DENTAL CLINICAL STAFF ASSOCIATION**

APRIL 1, 2004 TO MARCH 31, 2007

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ARTICLE 1. OBJECTIVES

The object of this Agreement is to promote harmonious relations between the University and Members in recognition of the need for the successful operation of the University as a public institution designed to promote higher education, and accordingly, but without limiting the generality of the foregoing, to facilitate the peaceful adjustment of all disputes and grievances.

ARTICLE 2. DEFINITIONS

For the purpose of this Agreement the following terms shall be defined as provided by this article:

- 2.1 "University" shall mean the University of Manitoba.
- 2.2 "Association" shall mean the University of Manitoba Dental Clinical Staff Association.
- 2.3 "Member" shall mean an employee in a certified bargaining unit for which the Association is the bargaining agent.
- 2.4 "Employer" shall mean the University of Manitoba.
- 2.5 "Faculty member" shall mean a Member with the rank of professor, associate professor, assistant professor or lecturer.
- 2.6 "Academic staff members with faculty rank" shall mean all individuals in a department holding full-time academic appointments at the rank of lecturer, assistant professor, associate professor or professor.
- 2.7 "Academic year" means the twelve (12) month period commencing the first day of July and ending the thirtieth day of the following June.
- 2.8 "Board of Governors" and "Board" shall mean the Board of Governors of the University of Manitoba.
- 2.9 "President" shall mean the President of the University or his/her delegate or a person authorized to act in that capacity.
- 2.10 "Department" shall mean a department in the Faculty of Dentistry.
- 2.11 "Dean" shall mean the Dean of the Faculty of Dentistry.
- 2.12 "Department Head" shall mean the head of a department, in the Faculty of Dentistry.

- 2.13 "Base salary rate" for a faculty member shall mean the regular annual salary rate associated with his/her full-time academic appointment.
- 2.14 "Sessional appointment" shall mean an academic appointment for a specified period of time of less than twelve (12) months' duration.
- 2.15 "Part-time appointment" shall mean an academic appointment with less than normal workload.
- 2.16 "Appointment status" shall mean the combination of a Member's rank, appointment type (probationary or with tenure), research/study leave eligibility and salary.
- 2.17 "Faculty" shall mean the Faculty of Dentistry.
- 2.18 "Program" shall mean any recurring sequence of learning experiences which is offered through the University and for which a unique credential is awarded to students by the institution at its discretion. The term "program" also refers to one or more programs organized by an institution into a department, division, school or faculty; and includes majors/minors, honours and other disciplinary specializations, within degree or other programs, for which degree or other programs a unique credential is awarded.

ARTICLE 3. RECOGNITION

The University, pursuant to the certification of the Manitoba Labour Board, recognizes the Association as the exclusive bargaining agent for all Members described in Certificate No. 3324 for whom the Association is the bargaining agent.

ARTICLE 4. MANAGEMENT RIGHTS

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

ARTICLE 5. PAST PRACTICES

- 5.1 With respect to matters not covered by this Agreement, the Board of Governors shall not diminish or impair during the term of this Agreement any benefit or privilege

respecting terms or conditions of employment provided by official University by-laws or policies as of the effective date of this Agreement.

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

This section is subject to the following conditions:

- 5.2.1 the provision of support services (other than those that are the subject of this Agreement or any letters of understanding collateral to this Agreement or as required by law) including, but without limiting the generality of the foregoing, telephone services, telecommunication services, office supplies, photo-copying and other duplicating services and support staff shall not be considered a term and condition of employment for the purposes of this article; and
- 5.2.2 the Board is not obligated to replace any Member who leaves the University as the result of retirement, leave, suspension, termination, death or dismissal.
- 5.3 Where a Member seeks to rely on any general past practice or policy as a term and condition of employment, the onus shall be on that Member to establish the existence of such practice or policy as being reasonable, certain and known.

ARTICLE 6. ASSOCIATION BUSINESS, USE OF UNIVERSITY FACILITIES AND LIAISON

6.1 Association Business

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

6.2 Association Meetings

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

6.3 University Facilities and Services

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

6.4 **Liaison**

Representatives, of the University and the Association, shall meet at least once per academic year at a mutually agreeable time to discuss matters of concern to the parties.

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

6.6 Nothing in s.6.5 requires the Association to make any waivers, exemptions or exceptions with respect to a member of the Association where the Association has a bona fide belief that doing so would adversely affect the interests of the Association or other members.

6.7 Nothing in s.6.5 in any way derogates from the duties of the University under s.80 of *The Labour Relations Act*, R.S.M. 1987, c. L10.

ARTICLE 7. DEDUCTION OF DUES

7.1 Beginning with the month in which this Agreement is ratified, and in each month thereafter for the duration of this Agreement, the University shall deduct from the salary of each Member the regular monthly membership dues as established by the Association.

7.2 The University shall remit to the Treasurer of the Association, no later than thirty (30) working days after such deductions are made, a list of the names of the Members from whose salaries deductions have been made and the amount deducted from each, together with a cheque for the total amount deducted.

7.3 In the event the Association receives dues hereunder on account of an employee who is not a Member or, if on account of a Member, in excess of the amount required, it agrees to reimburse or credit the employee as the case may be, for the amount so received. The Association shall indemnify and save the University harmless against any action arising out of the wrongful deduction of money for Association dues resulting from the Association's instruction.

7.4 At the commencement of this Agreement, the Association shall advise the University in writing of the amount of its regular monthly membership dues. Thereafter, the Association shall advise the University in writing of any change in the amount of the

regular monthly membership dues. Such notice shall be given no less than thirty (30) days prior to the effective date of the change.

- 7.5 The University shall have no responsibility for the collection of initiation fees, special assessments or any deductions other than as specified above.

ARTICLE 8. GRIEVANCE PROCEDURE AND ARBITRATION

Proviso

Provisions of the Preamble to and Objectives of this Agreement shall not be subject to this article. Grievances filed in accordance with this article concerning articles which make provision for an appeal of a negative recommendation shall be limited to claims of noncompliance with the procedural requirements (including bias and denial of natural justice) of those articles.

A matter that could lead to the filing of a grievance shall not be the subject of a claim of unjust treatment.

8.1 Definitions

In this article:

- 8.1.1 A "grievance" is a claim by a Member or group of Members, by the Association or by the University, that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement.
- 8.1.2 A "claim of unjust treatment" is a claim filed by a Member, relating to terms and conditions of employment not covered by this Agreement, that an omission or a discretionary act by a department head, dean or the President or by their designates in the exercise of his/her administrative authority is unreasonable.
- 8.1.3 "Working days" as used in this article shall mean Monday through Friday excluding holidays.

8.2 Obligation of the Parties

Should any dispute arise between the University and the Association as to the meaning and application of the provisions of this Agreement, it is agreed by the parties to this Agreement that there shall be no slowdown or stoppage of work on account of such dispute, but an earnest effort shall be made to settle immediately and without delay any such dispute in accordance with the procedure herein provided.

8.3 Procedure for Handling Grievances and Claims of Unjust Treatment

8.3.1 **University Grievances**

In the event that the University believes that the terms and conditions of this Agreement have been violated, misinterpreted, or improperly applied, the Dean, or where appropriate, a Vice-President, shall present a grievance in writing to the President of the Association, within ten (10) working days of the event giving rise thereto or the date on which the University first knew or reasonably should have known of such event if that date is later.

If the matter is not resolved to the satisfaction of the University within twenty (20) working days of the Association having received the grievance, the University may submit the grievance to binding arbitration as provided by this article. The Association shall be notified in writing of such action.

8.3.2 **Association Grievances**

8.3.2.1 In the event that the Association believes that the terms and conditions of this agreement have been violated, misinterpreted, or improperly applied, the President of the Association shall present a grievance in writing to the President, with a copy to the Executive Director of Human Resources of the University, within ten (10) working days of the event giving rise thereto or the date on which the Association first knew or reasonably should have known of such event if that date is later.

8.3.2.2 If the matter is not resolved to the satisfaction of the Association within twenty (20) working days of the University having received the grievance, the Association may submit the grievance to binding arbitration as provided by this article. The University shall be notified in writing of such action.

8.3.3 **Employee Grievances and Claims of Unjust Treatment**

8.3.3.1 **Stage 1** - It is understood and expected that a Member will discuss with his/her department head any matter relating to an alleged grievance or claim of unjust treatment. The department head shall notify the Dean of any complaint giving rise to such a discussion. This discussion is to be informal in nature and directed at improving communication and solving problems. The department head shall notify the Dean of the result of this discussion. In cases where there is no department head, such informal discussion shall be held with the Dean.

8.3.3.2 **Stage 2** - A Member who is not satisfied with the solution arising from the informal discussion at Stage 1 and who believes that he/she has a grievance or a valid claim of unjust treatment shall, within twenty (20) working days of the event giving rise thereto or the date on which the Member first knew or reasonably should have known of such event if that date is later, consult the Association, and report to the Dean in writing on the grievance form provided by the Association for that purpose. The report shall set forth, in the space provided, all of the following:

- 8.3.3.2.1 whether the dispute involves a grievance or claim of unjust treatment;
- 8.3.3.2.2 the nature of the grievance or claim of unjust treatment;
- 8.3.3.2.3 the facts upon which the grievance or claim of unjust treatment is based;
- 8.3.3.2.4 the remedy sought;
- 8.3.3.2.5 the result of the informal stage; and
- 8.3.3.2.6 the article(s) of this Agreement relied upon or claimed to have been violated, misinterpreted or improperly applied.

The Member shall sign the form and shall take the form, with or without an Association representative, directly to the Dean. Alternatively, the Member may request an Association representative to present the signed grievance form to the Dean on his/her behalf. The Dean or the Association representative may request the presence of the Member in any further process of the grievance. The Dean shall have ten (10) working days from the date of receipt of the grievance form in which to render a decision in writing. The Dean shall attempt to meet with the Member or Association representative prior to rendering a decision.

- 8.3.3.3 **Stage 3** - If the decision at Stage 2 does not resolve the grievance or claim of unjust treatment, the Member or the Association may refer the matter to the Vice-President (Administration) within ten (10) working days from the date of receipt of the Stage 2 decision. The appeal shall be in writing and shall include a copy of the grievance or claim of unjust treatment filed in Stage 2, a copy of the decision of the Dean and a statement of the reasons for the disagreement with the decision.

Within five (5) working days of the receipt of the appeal, the Vice-President shall call a meeting with representatives of the Association. In any meeting between representatives of the Association and the Vice-President, the Association may include a professional or technical advisor. The Vice-President shall, within ten (10) working days after the final meeting, submit a decision in writing to the parties concerned.

- 8.3.3.4 **Stage 4 (Grievances)** - If the decision at Stage 3 does not resolve the grievance, the Association may, within ten (10) working days of the receipt of the decision, submit the matter to binding arbitration. The Association shall notify the Executive Director of Human Resources in writing of such action.

- 8.3.3.5 **Stage 4 (Claims of Unjust Treatment)** - If the decision at Stage 3 does not resolve the claim of unjust treatment, the Association may, within ten (10) working days of the receipt of the decision, submit the matter to an Inquiry Committee. The

Association shall notify the Executive Director of Human Resources in writing of such action.

8.3.3.5.1 The Inquiry Committee shall consist of one (1) person from the agreed upon list of arbitrators as provided in s.8.4.2 of this article.

8.3.3.5.2 The Inquiry Committee shall receive a copy of the grievance form together with all documentation thereto relating. The proceedings of the Inquiry Committee shall be confidential unless both parties in writing agree otherwise. The terms of reference of the Inquiry Committee shall be limited to the claim of unjust treatment. The Inquiry Committee shall determine its own procedures.

8.3.3.5.3 After having completed its investigation, the Inquiry Committee shall within twenty (20) working days transmit to the Board of Governors its decision. The decision of the Inquiry Committee shall be binding upon the Association, the University and the Member(s) affected thereby.

8.3.3.5.4 Each party to this Agreement shall bear the costs of presenting its case but the parties shall share equally in the expenses, if any, of the single member of the Inquiry Committee appointed.

8.4 **Arbitration**

8.4.1 **Object of Arbitration**

It is understood that the object of arbitration is to resolve finally the real matter in dispute. To this end, technical irregularities may be waived so long as the other party's position is not thereby prejudiced.

8.4.2 **Selection of an Arbitrator**

8.4.2.1 Promptly after the execution of this Agreement, the Association and the University shall establish an arbitration panel consisting of at least five (5) persons, who have been mutually agreed upon by both parties, each of whom shall serve in sequence.

The names which make up the panel of arbitrators may be reviewed annually in October at the request of either party to the Agreement. Names may be deleted from or added to the list only with the mutual consent of the parties to the Agreement. Names added to the panel shall be placed at the end of the sequence.

8.4.2.2 The arbitration panel shall be composed of persons from outside the University.

8.4.2.3 Within ten (10) working days after submission of the notice to arbitrate, the Association and the University shall meet to determine the arbitrator who is next in sequence. No person may be selected who has been involved in an attempt to

negotiate or settle the grievance. Where the selected arbitrator is unable to serve, the next in sequence shall then be selected. If none of the panel is able to serve, the parties shall select an arbitrator by mutual agreement.

8.4.2.4 In grievances involving involuntary termination the Association or the University may opt for a three (3) person arbitration board. In the event one of the parties opts for a three (3) person arbitration board, each party shall within ten (10) working days after submission of the notice to arbitrate, advise the other of its appointee. The chairperson of the arbitration board shall be selected by mutual agreement of the appointees but failing such agreement within ten (10) working days, shall be selected in accordance with the procedure outlined in s.8.4.2.3 hereof from the arbitration panel established pursuant to this Agreement.

8.4.3 **Matters Subject to Arbitration**

8.4.3.1 Unless otherwise agreed, no matter may be submitted to arbitration which has not been properly carried through all the previous stages of the grievance procedure as detailed in this article.

8.4.3.2 No matter shall be subject to arbitration which involves:

8.4.3.2.1 a request for modification of the Agreement;

8.4.3.2.2 a matter not covered by the Agreement;

8.4.3.2.3 a matter which by the terms of the Agreement is exclusively vested in the University;

8.4.3.2.4 a claim of unjust treatment which claim shall be dealt with by the inquiry committee as provided for in this article.

8.4.4 **Authority of the Arbitrator**

8.4.4.1 The arbitrator shall have no power to add to, subtract from, modify or amend the provisions or terms of this Agreement.

8.4.4.2 The arbitrator shall confine him/herself to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted.

8.4.4.3 The arbitrator shall not substitute his/her judgment for that of the University where the Agreement calls for the exercise of judgment by the University.

8.4.4.4 When dealing with grievances involving claims of non-compliance with the procedural requirements of an article as set out in the Proviso of this article, if the arbitrator finds that the procedural requirements have not been complied with, he/she

shall be limited to directing that the matter be reconsidered by the appropriate body in accordance with the procedures specified in the appropriate article.

8.4.5 Effect of the Decision

The decision or award by the arbitrator shall be final and binding upon the Association, the University and the Member(s) affected thereby.

8.4.6 Fees and Expenses

8.4.6.1 Each of the parties to this Agreement shall be responsible for the expense of presenting its case, including the fees of its witnesses and its appointee to three (3) person arbitration boards.

8.4.6.2 Each of the parties to this Agreement shall jointly bear the expenses of the arbitrator or chairperson so appointed.

8.5 Time Limits

8.5.1 The time limits as established by this article may be extended by mutual agreement between the University and the Member or the Association, as appropriate.

8.5.2 Failure by the University to provide a response within the time limits allows the Member or the Association, as appropriate, to appeal to the next stage.

8.5.3 If the University, the Member or the Association, as appropriate, fails to file an appeal within the time limits provided in this article, the grievance or the claim of unjust treatment shall be deemed to have been resolved by the response at the prior stage.

8.6 Precedent

Any grievances resolved at Stages 1, 2 or 3 shall not constitute a precedent in any arbitration proceeding unless agreed to in writing by the University and the Association.

ARTICLE 9. NO STRIKE OR LOCKOUT

9.1 In accordance with the provisions of *The Labour Relations Act*, R.S.M. 1987, c. L10 and amendments thereto:

9.1.1 the Association shall not declare or authorize a strike of Members;

9.1.2 the University shall not declare or cause a lockout of Members;

9.1.3 no Member shall strike;

while this Agreement is in force.

- 9.2 Following the conclusion of any lawful strike called by the Association, or lockout, the University shall not refuse to re-employ any Member.

ARTICLE 10. DURATION AND RENEWAL

- 10.1 This Agreement shall be in effect from April 1, 2004 to March 31, 2007.
- 10.2 Unless specifically provided in the article, no article in the Agreement shall take effect until the date of the signing of this Agreement or ten (10) days from the date of its ratification by both parties, whichever shall be sooner.
- 10.3 If either party to this Agreement should desire to renew or revise this Agreement, then no less than sixty (60) calendar days and not more than one hundred and fifty (150) calendar days prior to the expiry date set out in Section 1 of this article, such party shall give written notice thereof to the other with particulars thereto.

ARTICLE 11. ACADEMIC FREEDOM, RESPONSIBILITIES, APPOINTMENTS AND TENURE

- 11.1 With respect to the academic freedom, responsibilities, appointments and tenure of Members, the current Tenure By-Law of the Board of Governors and any duly approved revisions to this By-Law made during the term of this Agreement shall apply with the following exceptions:
- 11.2 **Appointments**
- 11.2.1 The maximum untenured period for full-time faculty members at the rank of assistant professor, associate professor, or professor shall be six (6) years of full-time service except for the time spent on a contingent appointment.
- 11.2.2 Where a faculty member has received a term appointment or contiguous term appointments at the rank of assistant professor, associate professor or professor exceeding in total the maximum untenured period, he/she shall be deemed to have been granted tenure if he/she is not considered for an appointment with tenure during that or the next following academic year according to the regular procedures of the Faculty of Dentistry.
- 11.2.3 The University shall not terminate the appointment of a full-time faculty member either in order to replace that faculty member with a sessional or part-time appointee(s), or in order to reappoint that faculty member as a sessional or part-time

appointee. It is understood that the University and a Member may mutually agree to the reappointment of that Member to a sessional or part-time appointment. It is also understood that special non-probationary appointments shall not be deemed to have been terminated when they contractually expire.

11.3 **Discontinuance of Members' Appointments for Financial Reasons**

11.3.1 If the Board declares that an extraordinary financial exigency exists and makes a determination as to a required reduction in the budget allocation to the Faculty, the Faculty Council, in formulating recommendations to the Senate as to how to achieve the required reduction in the Faculty's academic salary budget, may determine that that reduction can be alleviated by a reduction in Members' salaries across the Faculty. If so, the issue shall be submitted to a vote of the Faculty Council on which only Members have the right to vote. If the Faculty Council approves the reduction in salaries, it shall recommend this approach to the Board and the Association. If the recommendation is accepted by those parties, the total savings generated by this reduction in salaries shall be applied to the required reduction in the budget allocation to the Faculty.

11.4 **Discontinuance of Members' Appointments for Academic Reasons**

11.4.1 Where Senate recommends to the Board the closure or the amalgamation of programs, departments or Faculties/Schools for bona fide academic reasons, as a consequence of which appointments of Members with tenure or with probationary appointments may be discontinued, the Board shall so advise the Association.

11.5 **Voluntary Severance Package**

11.5.1 If the Board decides to reduce the academic salary budget in accordance with this Article, and after the Board has received the recommendations of Senate so as to permit the identification of affected programs, departments or the Faculty, the Board shall inform members of the affected program, department, or the Faculty of the existence of any Voluntary Severance Plan ("VSP").

11.5.2 Members shall have one month from the date of being informed of a voluntary severance plan to indicate in writing their intention to participate in the plan.

11.5.3 Within ten (10) days of receiving the written notice referred to above, the President shall make a determination as to whether the Member's voluntary separation will result in savings to the academic salary budget. The President will notify the Member in writing as to his/her determination and shall send a copy to the Association.

11.5.4 If the President determines that a Member's voluntary separation will result in savings to the academic salary budget and it appears that the Member cannot otherwise be redeployed in a fashion which will lead to greater financial or academic benefits for the University, the Member who applied for voluntary separation under this Article shall receive the notice period and the severance settlement equal to the amount of severance and notice that Member would receive if that Member had been discontinued in accordance with this Article.

11.5.5 All savings to the academic salary budget which result from the VSP shall be applied to the total savings required from the academic salary budget as identified by the Board.

11.5.6 Any Member over the age of 55 who is a member of an affected program or department shall, under the provisions of this Article, have the right to take advantage of any early retirement incentives in effect at the time of the declaration of financial exigency.

11.6 Notice and Severance

11.6.1 The following provision shall apply to Members whose appointments are to be discontinued pursuant to this Article.

11.6.2 Members whose positions are to be discontinued pursuant to this Article shall receive notice in writing from the Dean which indicates the reasons for the discontinuance.

11.6.3 Members whose appointments are to be discontinued pursuant to this Article shall receive twelve (12) months' written notice and a discontinuance allowance equal to one (1) month's salary for each year of service in the University subject to a minimum of twelve (12) months' salary and a maximum of eighteen (18) months' salary.

11.6.4 Subject to the requirements of the Canada Revenue Agency, severance may be paid in a lump sum or in a series of equal payments, as determined by the Member.

11.6.5 Pursuant to the above, all payments shall be based on the individual's nominal salary at the effective date of discontinuance.

11.6.6 For the purpose of scholarly activity, a discontinued faculty member who previously held a probationary or tenured academic appointment shall have, for a period of three (3) years from the date of his/her discontinuance, access to office and laboratory space and library and computer services to the same extent and in the same fashion as is enjoyed by faculty members who are employed.

11.6.7 A discontinued faculty member who previously held a probationary or tenured academic appointment may maintain, for a period of three (3) years from the date of his/her discontinuance, such University staff benefits as he/she chooses provided that he/she makes prior arrangements to pay the costs of such coverage.

11.7 Retraining

11.7.1 Where the University decides to offer retraining it shall inform the Members in writing and invite them to apply to the President for approval to engage in a retraining program.

11.7.2 Each applicant shall outline the retraining program he/she wishes to pursue.

11.7.3 If an approved retraining program requires that the Member register as a student at the University, such a course of study shall be free of tuition fees. If an approved retraining program requires the Member to attend another post-secondary institution, the University shall provide the Member with a contribution toward the tuition fees paid by that Member, to a maximum of fees paid to the nearest equivalent program at the University.

11.7.4 Upon successful completion of his/her retraining program, the Member shall have, for a period of two (2) years, the right of first refusal for the first available position in his/her new field provided he/she is qualified for the position. If an offer of employment is accepted by the Member, he/she shall have a reasonable period of time, not to exceed twelve (12) months, to complete existing employment obligations.

11.7.5 Upon being re-appointed by the University, the Member shall receive such appointment status as he/she had enjoyed at the time of the discontinuance. Salary shall be adjusted for the subsequent appointment by any applicable adjustments awarded to Members as provided for under Article 12 during the period of discontinuance.

11.7.6 If a Member fails to complete an approved retraining program, the University may at its discretion terminate the appointment of the Member. That Member shall receive the balance of the severance owing under Article 11.6.3.

11.8 Recall

11.8.1 In the event that a Member whose probationary or tenured appointment was discontinued pursuant to this Article is subsequently given a full-time academic appointment with the University, he/she shall receive such appointment status as he/she shall have enjoyed at the time of the discontinuance. Salary shall be adjusted

for the subsequent appointment by any applicable adjustments awarded to Members as provided for under Article 12 during the period of discontinuance.

- 11.8.2 A Member whose probationary or tenured appointment has been discontinued pursuant to this Article shall have, for a period of three (3) years from the date of his/her discontinuance, the right of first refusal for the first available position in the bargaining unit for which the Member is qualified. Such positions shall be filled on a competitive basis where the competition would consist of a pool of all discontinued Members who previously held probationary and tenured appointments.
- 11.8.3 Discontinued Members who previously held tenured or probationary appointments shall, for a period of three (3) years from the date of their discontinuance, be advised by the University, at their last known address, of any full time vacant position outside the bargaining unit prior to the external posting of such a vacancy. Subject to terms and conditions of employment as may be applicable to other University employees, an applicant who previously held a probationary or tenured appointment as a faculty member and whom the University considers is qualified for the available position, shall, for a period of three (3) years from the date of his/her discontinuance, have, prior to external posting, the right of first refusal for the position. Faculty Members who accept positions outside the bargaining unit shall forfeit their right of first refusal for positions within the bargaining unit as described in 11.8.2.
- 11.8.4 A Member whose probationary or tenured appointment has been discontinued and who accepts a transfer to another faculty position in the bargaining unit shall retain his/her appointment status including any necessary salary adjustment as provided in Article 11.8.1.

ARTICLE 12. SALARIES

- 12.1 The total salary settlement for the period April 1, 2004 to March 31, 2007 for Members of the bargaining unit shall be:
- 12.1.1 Effective April 1 in each of 2004, 2005 and 2006, each Member shall be eligible for an increase to his/her base salary rate as of March 31st of the same year. The increase shall be in the form of a 5.21% increase to each Member's base salary as at March 31st of that year. The increase is comprised of a 3% base salary increase to each Member's salary and, subject to satisfactory performance in the previous calendar year, a 2.21% increase to each Member's salary.
- 12.1.2 An anomalies fund of \$7567 for April 1, 2004, \$3784 for April 1, 2005 and \$3784 for April 1, 2006 shall be available for use by the Dean and a representative appointed by the Association to address anomalies among the salary of Members.

ARTICLE 13. STIPENDS

13.1 Administrative Stipends for Department Heads

13.1.1 A faculty member appointed to an academic administrative position as head of a department shall be paid an annual administrative stipend as follows, based on the number of full-time equivalent (FTE) University staff supervised as of the April 1 operating budget coincident with or immediately preceding the effective date of the appointment:

Heads of Departments	2004-2005	2005-2006	2006-2007
(25 or more FTE staff)	\$6,047	\$6,047	\$6,047
(10 or more but fewer than 25 FTE staff)	5,091	5,091	5,091
(fewer than 10 FTE staff)	3,196	3,196	3,196

13.1.2 The stipend paid will not change during the term of the appointment regardless of changes in number of staff unless the monetary schedule in 13.1.1 of this article is changed.

13.1.3 Stipends for acting administrators will be determined on an ad hoc basis, using the schedule of 13.1.1 of this article as a guide. An acting administrator subsequently appointed to the position would be regarded as a new appointment.

13.1.4 Upon relinquishing the administrative position or while on leave, the faculty member shall cease to be paid the stipend.

13.2 Stipends for Additional Teaching Assignments

13.2.1 A Member who teaches in Summer Session and Intersession in addition to his/her regular teaching assignment shall receive a stipend of not less than the following per full course:

Year	2004	2005	2006
Stipend	\$6,326	\$6,484	\$6,646

The stipend for a course less than a full course shall be calculated on a pro rata basis. The actual amount of each stipend shall be determined administratively.

13.2.2 A Member who teaches a university credit course in addition to his/her regular teaching assignment, at a location outside the perimeter highway, shall receive a stipend of not less than the following per full course:

Effective September 1,	2004	2005	2006
Stipend	\$6,326	\$6,484	\$6,646

The stipend for a course less than a full course shall be calculated on a pro rata basis. The actual amount of each stipend shall be determined administratively.

13.2.3 Participation in Intersession and Summer Session programs, seminars or courses which are not a part of the Member's regular teaching assignment shall not conflict or interfere with the fulfilment of the Member's primary duties to the University.

13.2.4 The Member shall obtain the approval of the Dean, which approval shall not be unreasonably withheld, before accepting an offer to teach any program, seminar or course.

ARTICLE 14. REDUCED APPOINTMENTS, RETIREMENT, REDUCTION OF DUTIES

14.1 A member shall be eligible to apply for a reduced appointment if he/she holds a tenured appointment and is a member of the University Pension Plan.

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

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

14.4 An application for a reduced appointment shall be submitted through the department head and the Dean to the President. The application shall be accompanied by the recommendations of the applicant's department head and Dean. These accompanying recommendations shall specify the amount by which the appointment is to be reduced and the duties to be performed by the Member while on reduced appointment.

14.5 If the President so recommends, a reduced appointment may be granted by the Board of Governors. In developing his/her recommendation, the President will be guided by the reasons stated for the proposed reduction in duties, the academic and financial

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

- 14.6 A Member whose application for a reduced appointment is approved shall continue to be a Member of the bargaining unit and shall be covered by this Collective Agreement.
- 14.7 A Member whose application for a reduced appointment is approved shall have a "Base Salary Rate" computed as if the Member were continuing on full-time status. All relevant salary adjustments shall be applied to the Base Salary Rate. The "Actual Salary" to be paid the Member shall be prorated from the Base Salary Rate in direct relation to the approved reduction in duties for the reduced appointment.
- 14.8 A Member whose application for a reduced appointment is approved shall continue to participate in the University Pension Plan and other staff benefit plans as eligible except as provided in s.9 below, both the Member's contributions and the University's contributions shall be based on the Base Salary Rate and coverage for the University Pension Plan and the Life Insurance Plan shall be based on the Base Salary Rate of the eligible Member.
- 14.9 The contributions and coverage under the Long Term Disability Plan shall be based on the Member's Actual Salary.
- 14.10 For the purposes of computing credited service for the formula pension, a Member on a reduced appointment who is continuing contributions to the University Pension Plan based on his/her Base Salary Rate shall receive credit as if employed on a full-time basis.
- 14.11 A Member maintaining contributions to the Long Term Disability Plan shall be covered under the University's Sick Leave and Long Term Disability salary continuation plans. Sick leave and disability payments under the plans shall be on the basis of Actual Salary.
- 14.12 A Member whose application for a reduced appointment is approved shall have his/her vacation entitlement prorated on the basis of the reduced duties. Vacation pay shall be on the basis of Actual Salary.
- 14.13 A Member whose application for reduced appointment is approved shall continue his/her appointment status and shall be eligible for promotion, research/study leaves and other provisions of this Collective Agreement. For the purpose of any assessment of performance, including those for salary increments, merit awards, promotion and tenure, a Member on reduced appointment shall be assessed on the basis of his/her actual duties.

- 14.14 Eligibility for applying for research/study leave shall be determined on the basis of calendar years of service as if the Member were working full-time. Payments to a Member on a research/study leave shall be reduced from the normal research/study leave salary by the same percentage as the Member's Actual Salary is reduced from his/her Base Salary Rate.
- 14.15 A Member whose application for a reduced appointment is approved shall receive a letter of appointment from the President which shall state:
- 14.15.1 the Member's current Base Salary Rate;
 - 14.15.2 the percentage reduction in duties;
 - 14.15.3 the Member's current Actual Salary on the effective date of the reduced appointment;
 - 14.15.4 the effective date of the reduced appointment;
 - 14.15.5 the revised duties of the Member; and
 - 14.15.6 any other related conditions.
- 14.16 The duties of the Member on reduced appointment may involve any combination of the Member's former duties; for example, for a faculty Member these duties may involve teaching only, research only, or an appropriate combination of teaching, research and service.
- 14.17 No reduced appointment shall take effect until and unless the appointee indicates in writing to the President his/her acceptance of the reduced appointment and all of its terms and conditions as specified in the letter of appointment.
- 14.18 A Member whose reduced appointment is approved may return to full-time duties within the first twenty-four (24) months following the effective starting date of the Member's first reduced appointment, provided that the Member gives six (6) months' notice in writing to the President of his/her intention to do so. Following this 24-month period a Member on reduced appointment may not return to full-time duties or change the percentage reduction in duties unless approved by the Board of Governors on recommendation from the President.

14.19 Retirement and Reduction of Duties

14.19.1 Retirement

All academic appointments, other than post-retirement appointments, shall terminate automatically upon retirement. A Member shall give the Dean and the Executive

Director of Human Resources at least six (6) months' written notice of his/her intention to retire.

14.19.2 Reduction of Duties

- 14.19.2.1 A Member who has achieved his/her 69th birthday shall retire or continue in his/her position on a half-time appointment in accordance with the provisions of s. 14.19.2.
- 14.19.2.3 If a Member's 69th birthday falls in the period January 1 to June 30 of a given year, the Member shall, no later than July 1 of that year, notify the Dean of his/her decision of whether to retire or continue on a half-time appointment. On July 1 of the following year, the Member's decision shall become effective. For example, if a Member turns 69 on March 1 of year 1, he/she must notify the Dean no later than July 1 of year 1, and the Member must either retire or continue on a half-time appointment on July 1 of year 2.
- 14.19.2.4 If a Member's 69th birthday falls in the period July 1 to December 31 of a given year, the Member shall, no later January 1 of the following year, notify the Dean of his/her decision of whether to retire or continue on a half-time appointment. On January 1 of the next following year, the Member's decision shall become effective. For example, if a Member turns 69 on September 1 of year 1, the Member shall make his/her notification no later than January 1 of year 2, and the Member shall either retire or continue on a half-time appointment on January 1 of year 3.
- 14.19.2.5 As the University is notified by Members of their decision, the University shall promptly notify the Association.
- 14.19.2.6 Members who continue on half-time appointments shall enjoy the same benefits as other Members on reduced appointments as provided for in sections 14.6, 14.7, 14.12, 14.13 and 14.14. Section 14.8 shall also apply, excluding eligibility for the Long Term Disability Income Plan and contributions to the University of Manitoba Pension Plan. Sections 14.9 and 14.10 shall not apply. Section 14.11 shall also apply, excluding the reference to long-term disability.
- 14.19.2.7 Within a reasonable time before the half-time appointment begins, the Dean shall consult with the Member, and assign an allotment of duties that is consistent with the normal combination of duties of faculty members and which amounts to half of a full load.
- 14.19.2.8 Within 20 working days after the end of each academic year, the University shall provide the Association with a report that confirms the total number of full-time equivalent positions that have been relinquished pursuant to s. 14.19.2 in the academic year that has just ended. For example, a faculty member who holds a 0.8

FTE appointment and continues as a 0.5 FTE appointment pursuant to s. 14.19.2 would add 0.3 FTE to that total number.

- 14.19.2.9 The University shall replace FTEs relinquished under s. 14.19.2 no later than the beginning of the third year after the actual retirement or reduction of duties.
- 14.19.2.10 Nothing in section 14.19.2 removes the right that a Member would otherwise have under this Agreement to retire outright, and the applicability of any notice period for retirement that is contained in section 14.19.1 of this Agreement.
- 14.19.2.11 Section 14.19.2 of this Collective Agreement is a fully integrated whole and shall remain operative and in effect only so long as it is not changed in any respect without the consent of the parties.

ARTICLE 15. TUITION FEE REMISSION

- 15.1 Only Members are eligible for tuition fee remission in accordance with sections 15.2, 15.3, 15.4 and 15.5.
- 15.2 When a Member applies for registration in a credit course or a professional or career development course or a seminar offered by the University or an accredited university or institution elsewhere for which he/she intends to apply for tuition fee remission, the Member shall first obtain the written authorization of the Dean which is subsequently approved by the Vice-President (Academic) and Provost. The taking of such a course shall not interfere with the Member's primary University duties.
- 15.3 A Member may be eligible for tuition fee remission for a program of study leading to a graduate degree/diploma offered by the University or an accredited university or institution elsewhere for the purposes of a change in academic specialization which has been recommended in writing by the Dean and is subsequently approved by the Vice-President (Academic) and Provost.
- 15.4 Upon successful completion of a credit course or a professional or career development course or a seminar or a degree/diploma program authorized as in s.15.1 or s.15.2 of this article, the Member shall be entitled to remission of the tuition fee for such a course or program in an amount not to exceed the tuition payable for the equivalent or comparable course or program offered at the University. Applications for remission of fees shall be submitted to the Executive Director of Human Resources.
- 15.5 In addition, for courses authorized as in s.15.2 and s.15.3 of this article:
 - 15.5.1 The normal criteria for admission shall apply.

- 15.5.2 There shall be no remission of special charges associated with such courses, e.g. travel programs, UMSU fees, caution fees and any other expenses that are added to the usual tuition fees.
- 15.5.3 The University reserves the right to refuse to register a Member in a credit course or degree/diploma program if a fee-paying student would be denied registration as a result of the registration of the Member.

ARTICLE 16. HOLIDAYS

- 16.1 The following days shall be considered holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day so proclaimed by the Federal, Provincial, or University authorities.
- 16.2 When any of the aforementioned holidays falls on a Saturday or Sunday, the President or his/her delegate shall designate another working day as the holiday.
- 16.3 A Member will not receive additional remuneration in the event he/she chooses to work on a holiday.
- 16.4 Regularly scheduled classes will not be held on a holiday and only essential services will be provided by the University.
- 16.5 A "floating" paid holiday shall be observed in lieu of Easter Monday. The President or his/her delegate shall declare by March 1st the day the floating holiday is to be observed as a paid holiday for all Members.

ARTICLE 17. OUTSIDE PROFESSIONAL ACTIVITIES

17.1 Principles

- 17.1.1 Members have obligations to the University which include teaching and other services to students, study and research, participation in the administrative work of the University and public service directly related to these activities or intended to maintain liaison between the University and the community.
- 17.1.2 It is recognized by both parties that there are circumstances where professional activities outside the Members' regular university duties, on both a remunerative and non-remunerative basis, can bring benefits to and enhance the reputation of the University and the capacity of Members. Therefore, the University agrees that Members may, in appropriate circumstances, engage in outside professional activity,

provided that this activity does not conflict or interfere with the Member's primary obligations, duties and responsibilities to the University as defined in this Agreement. Subject to Clause 17.2, in general, a Member may engage in outside professional activity of up to two half-days per week provided this activity represents a contribution to the community which can be made by the Member by virtue of his/her training, advanced study or research or that is of value in maintaining or developing the Member's academic competence and provided that such activity is regulated by an Extramural or Intramural Practice Agreement between the Member and the University. It is understood that any release time granted by the University for extramural or intramural outside professional activity is without remuneration and that the salary received by the Member shall be for the remainder of time spent in the fulfilment of the Member's obligations to the University.

17.2 Procedures

- 17.2.1 A Member shall notify the Dean in advance and in writing as to the nature and extent of any outside professional activity which the Member wishes to assume. The Member shall obtain the written authorization of the Dean regarding the Member's engagement in any outside professional activity before accepting or engaging in such activity. Such authorization shall not be unreasonably withheld. The Member or the Dean may require a reappraisal of the authorization at any time following a change in circumstances. Subject to Article 17.2.2, an Extramural or Intramural Practice Agreement entered into under Article 17.1.2 or otherwise shall be deemed to be authorization within the meaning of this Article to the extent provided by such Extramural or Intramural Practice Agreement.
- 17.2.2 No Member may engage in any outside professional activity which conflicts or interferes with the fulfilment of the Member's obligations to the University or which is in conflict with the University's interest, (including, but not limited to, providing, or seeking to provide, dental services in respect of which the University has a competing interest) without the prior written permission of the Vice-President (Academic) and Provost.
- 17.2.3 When a Member's outside activities involve the use of the University's facilities, supplies or services, their use shall be subject to the prior approval of the University. The costs of the use of such facilities, supplies or services shall be borne by the Member at prevailing rates set by the University, unless the University agrees, in writing, to waive all or part of such costs.
- 17.2.4 Upon written request of the University a Member shall submit a written report of all professional activities by June 30 of each academic year to the President through the Dean.

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

ARTICLE 18. HIRING OF MEMBERS

18.A General Provisions

- 18.A.1 The primary objective in recruiting is to develop the best possible educational program for students at the University of Manitoba. Except when it is clearly to the disadvantage of the University and its programs, those defined as Canadian at the time of application for a University post shall be hired in preference to those defined as non-Canadian.
- 18.A.2 For the purpose of this article, a Canadian is defined as a person who:
- 18.A.2.1 holds Canadian citizenship; or
 - 18.A.2.2 holds permanent resident status; or
 - 18.A.2.3 is in possession of a valid immigration document indicating that the holder is an applicant for permanent status (landing) from within Canada.
- 18.A.3 Except for ~~special~~ contingent appointments and leave replacements and except for the provisions of 18.~~B~~.3 and 18.~~F~~~~D~~, the following procedures are intended to apply to appointments to all positions in the bargaining unit.
- 18.A.4 In keeping with requirements of the Federal Contractors Program, to which the University is committed, the University and the Association agree to the principle of employment equity for women, visible minorities, aboriginal peoples, and persons with disabilities at the University of Manitoba. This principle ensures opportunities in hiring, promotion and tenure for members of the above groups, and ensures that no systemic barriers exist to the full participation of the above groups in the workplace of the University of Manitoba.

- 18.A.5 Notwithstanding the provisions of section 18.A.7, whenever a department has at least ten (10) Members of one gender and none of the other gender holding probationary appointments or appointments with tenure, the next available probationary or tenured position in the department as approved by the Vice-President (Academic) shall, if possible, be filled by hiring a qualified applicant of the gender not represented in the department.
- 18.A.6 Where an unwarranted numerical gender imbalance (the determination of which shall not be inconsistent with the University's Employment Equity Program) exists in the composition of the department, the department shall, as part of the search procedures:
- 18.A.6.1 consult with informed men or women of the respective department or discipline in order to identify suitable prospective candidates, and
- 18.A.6.2 ensure that such candidates are made aware by letter of such vacant positions.
- 18.A.7 The University and the Association agree that the best candidate shall be hired, irrespective of gender. When two candidates are demonstrably equal, and there is an unwarranted numerical gender imbalance in a department, the candidate of the under-represented gender shall be offered the position.
- 18.A.8 In the evaluation of candidates for appointment to a position in the bargaining unit, search committees shall take into account career interruptions caused by family responsibilities. Such interruptions shall not be a disadvantage to the candidate.
- 18.B **Search and Advertising**
- 18.B.1 **Faculty Participation**
- The academic staff members with faculty rank of the department meeting in committee shall recommend to the Dean the priorities and procedures whereby candidates shall be sought, assessed and recommended for appointment. Where the procedures provide for a search committee:
- 18.B.1.1 A reasonable number of academic staff members with faculty rank of a department shall participate in an advisory role in the search process
- 18.B.1.2 the Dean or his/her designate shall be the non-voting chairperson of the search committee
- 18.B.1.3 the committee shall be advisory to the Dean.

- 18.B.1.4 There shall be at least two (2) persons of each gender on each search committee wherever possible although there shall always be at least one (1) person of each gender. This shall be exclusive of any student participation.
- 18.B.1.5 The search committee shall provide the Dean with all information involved in the search process.
- 18.B.1.6 After the search is completed, the recommendations regarding the appointment shall be forwarded to the Dean and to the Vice-President (Academic) before any offer of appointment is made.
- 18.B.2 **Advertising**
- 18.B.2.1 All positions approved for external search shall be advertised in electronic and/or print media. Such advertising shall include notice of vacancy in at least one (1) issue of University Affairs, in at least one (1) issue of the CAUT Bulletin, and, if appropriate, at least once in a Canadian society or association journal. It shall also be listed in the University of Manitoba Bulletin. In exceptional circumstances, a departure from this procedure may be authorized by the Vice-President (Academic) who shall inform the Association in writing of such authorization within ten (10) working days thereof.
- 18.B.2.2 All advertisements for any one (1) position shall be worded as similarly as possible in all publications and shall be consistent with 18.A.6 and 18.A.7.
- 18.B.2.3 All advertisements shall contain wording in accordance with legal requirements of Canadian Employment and Immigration.
- 18.B.2.4 All advertisements shall spell out clearly the areas of competence and requirements of the position. If Canadian experience or background is required, this should be noted.
- 18.B.3 **Interviews**
- The search committee shall ensure that at least the top qualified Canadian (as defined in 18.A.2 above) is interviewed for tenured or probationary appointments. In exceptional circumstances, a departure from this procedure may be authorized by the Vice-President (Academic).
- 18.C **Recommendations for Appointment**
- 18.C.1 The person(s) recommended shall include the best qualified Canadian (as defined) who meet(s) the stated requirements.

18.C.2 In cases in which a non-Canadian is recommended, the Curriculum Vitae of both that person and the top Canadian candidate shall be forwarded with the recommendation. The case for the appointment of a non-Canadian shall be explained in some detail.

18.C.3 The Dean shall inform the search committee and department head, as appropriate, whether he/she accepts or rejects the advice of the search committee or department head. In the event that the Dean rejects the advice of the search committee or department head his/her reasons shall be given to the search committee or department head, as appropriate.

18.D **Appointment**

18.D.1 Upon approval of the Dean, an offer of appointment may be made to the approved candidate. Any such offer shall be made on the understanding that the appointment is subject to the approval of the Board of Governors and, where legally required, the Department of Employment and Immigration.

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

18.D.3 A copy of this Agreement shall be provided and enclosed with all such offers of appointment.

18.D.4 A copy of the final letter of offer for all newly appointed Members shall be sent to the Association.

18.D.5 A copy of the final offer for all new full-time sessional appointees, appointed on or after the effective date of this Agreement, shall be sent to the Association. Further, the Association will be informed of all full-time sessional reappointments.

18.D.6 Upon completion of the hiring process set forth in this article, a copy of the "Summary of Search Procedures for Appointment of Full-Time and Senior Academic Administrative Staff" form completed by the chair of the search committee shall be sent to the Association. The form includes the type of appointment, the number of male and female applicants, the number of male and female interviewees, the number of male and female appointees, the composition of the search committee and special efforts utilized to attract applications from both males and females. Nothing in this section shall require the University to provide the names of applicants or interviewees.

18.E **Spousal Recruitment**

- 18.E.1 Where, in accordance with the provisions of this Article, the candidate recommended for appointment has a spouse who is seeking an academic appointment, and where the candidate's acceptance of an appointment is contingent upon his/her spouse's obtaining an appointment, (or a Member has a spouse who is seeking an academic appointment, and the Member's remaining at the University is contingent upon his/her spouse obtaining an appointment) the University may depart from the procedures for search and advertising specified in this Article vis à vis the spouse to facilitate the recruitment of the candidate or retention of the Member.
- 18.E.2 Where section 18.E.1 is to be invoked, the following procedures shall apply.
- 18.E.2.1 The Dean must give his/her consent to consideration of the spouse's appointment. Prior to making this decision, the Dean shall seek the recommendation of the department head of the department in which the spouse would be seeking an appointment and the academic staff members with faculty rank of the department meeting in committee.
- 18.E.2.2 Where the Dean gives his/her consent pursuant to 18.E.2.1, a search committee formulated in accordance with Article 18.B.1 shall review the application, interview the applicant, and, having regard to the department priorities as described in 18.B.1, make a recommendation which shall be forwarded to the Dean and the Vice-President (Academic) before any offer of appointment is made.
- 18.E.2.3 The provisions in 18.C.3 and 18.D.1 through 18.D.5 shall apply.
- 18.E.34 The Association shall be notified in writing within ten (10) working days of article 18.E being invoked. The notice shall include the names of both individuals, types of appointment, rank and department.

18.F Selection of Department Heads

The selection of department heads shall be in accordance with the procedures recommended by Senate to the Board of Governors as of the effective date of this Agreement.

ARTICLE 19. EMPLOYEE ASSISTANCE PROGRAM

- 19.1 The University's Employee Assistance Program (EAP) shall cover all Members and the EAP Advisory Committee shall include one (1) representative appointed by the Association.

ARTICLE 20. MERIT AWARDS

- 20.1 In each year of the contract the University shall establish a separate fund in the amount of \$3,000 from which merit awards may be granted to Members as of March 31 of the previous contract year. In any given year, all monies in the fund need not be awarded.
- 20.2 Merit awards shall be administered jointly by the Dean and the President of the Association and shall be granted for outstanding achievement during the previous calendar year in: Teaching; Research, Scholarly Work and Other Creative Activities; Service or any combination of these areas.
- 20.4 Each nomination or application shall be presented to the Dean and the President of the Association and shall include information, material or documentation necessary to support the nomination or application.
- 20.5.2 All decisions of the Dean and the President of the Association shall be final and binding and the recipients shall be announced to the University community together with a citation of the outstanding achievement in each case.
- 20.6 No individual shall receive more than one (1) merit award in any one year.
- 20.7 Merit awards shall not form part of the base salary rate of the individual.
- 20.8 In the event that the total amount of the fund is not allocated, the remainder shall be given to the Libraries for acquisitions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the ____ day of _____, 2004.

THE UNIVERSITY OF MANITOBA

per: _____
Chair of the Board of Governors

Vice-President (Administration)

THE UNIVERSITY OF MANITOBA
DENTAL CLINICAL STAFF ASSOCIATION

per: _____
President

LETTER OF UNDERSTANDING
Re: MPIC Wage Loss Replacement Benefits

BETWEEN:

THE UNIVERSITY OF MANITOBA
(Hereinafter referred to as “the University”)

- and -

THE UNIVERSITY OF MANITOBA DENTAL CLINICAL STAFF ASSOCIATION
(Hereinafter referred to as “the Association”)

When the Manitoba Public Insurance Corporation (MPIC) provides wage loss replacement benefits to a person as a result of an automobile accident, it does so regardless of whether sickness and injury benefits are provided by the person’s employer. The Association acknowledges that it has been informed that the University intends to modify its sick leave policy to provide that employees may not receive combined wage loss benefits from MPIC and the University in excess of 100% of salary.

The modified sick leave policy will provide that, during an absence from work related to an injury in respect of which an employee receives wage loss replacement benefits from MPIC, the employee shall receive from the University a top-up sick leave benefit equal to the difference between the employee’s salary for the period of absence from work related to the injury and the MPIC wage loss replacement benefits. The University’s and the employee’s normal pension contributions and insurance premium payments will continue, based on the employee’s regular salary.

The Association agrees that it will not contend that such a modification diminishes or impairs any benefit or privilege respecting terms or conditions of employment.

Signed this 5th day of September, 2002.

FOR THE ASSOCIATION

A. N. Louka

FOR THE UNIVERSITY

M. W. McAdam

W.R. Anderson

OUTSIDE PROFESSIONAL ACTIVITIES

Members of the Faculty and the University recognize that there are circumstances where professional activities outside the Members' regular university duties, on both a remunerative and non-remunerative basis, can bring benefits to and enhance the reputation of the University and the proficiency of Members. Therefore, the University agrees that Members may, in appropriate circumstances, engage in outside professional activity, provided that this activity does not conflict or interfere with the Member's primary obligations, duties and responsibilities to the University as defined in the Collective Agreement with the University of Manitoba Dental Clinical Staff Association and/or in each Member's job description. Subject to clause 17.2 of that Collective Agreement, in general a Member may engage in outside professional activity of up to two half-days per week provided this activity represents a contribution to the community which can be made by the Member by virtue of his/her training, advanced study or research or is of value in maintaining or developing the Member's academic competence and provided that such activity is regulated by an Extramural or Intramural Practice Agreement between the Member and the University. Non full-time Members may not engage in outside professional activities during the full days or half days they are employed by the University. It is understood that any release time granted by the University for extramural or intramural outside professional activity is without remuneration from the University and that the salary received by the Member shall be for the remainder of the time spent in the fulfillment of the member's obligations to the University. Further, a Member is not considered to be engaging in outside professional activity while the Member is carrying out assigned University teaching duties, whether or not the Member receives remuneration in addition to his/her salary in connection with carrying out such duties.

Extramural Practice Agreement

The University hereby grants to the undersigned Member the privilege of carrying on such extramural practice so long as he/she continues to be a full-time member of the Faculty of Dentistry, upon the following terms and conditions:

1. The Dean of the Faculty of Dentistry at the University of Manitoba may, in consultation with the Vice-President (Administration) and the University of Manitoba Dental Clinical Staff Association, for what the Dean may deem sufficient reason, terminate the privilege herein granted at any time providing twelve (12) months' notice is normally given to the Member. This termination may apply to an individual Member or to the entire group of Members.
2. The Dean may, following consultation with the Vice-President (Administration) and the Members signatory to this agreement, alter the terms and conditions of this agreement, providing six (6) months notice of any changes is given to those Members.
3. The undersigned Member shall be responsible for his/her own supplies and equipment that have been provided or purchased by him/her from sources other than the University.

4. The said privilege may be exercised only such days and during such hours as may from time to time be designated by the Dean of the Faculty of Dentistry; providing, however, firstly, that the exercise of such privilege will in no way interfere or conflict with the discharge of all the duties and obligations of any such Member as a member of the teaching staff of the University, and secondly, depending on the terms of the appointment, no Member shall be engaged in the exercise of the said privilege more than two half-days between Monday and Friday during normal working hours.
5. Every Member exercising the said privilege shall provide his/her own stationary, with no reference to an appointment with the University, and do his/her own accounting, charging, rendering of accounts, banking and collection of accounts, and determine the amount of his/her charges to his/her patients.
6. Each Member shall be required to maintain current malpractice insurance in an appropriate amount (as determined from time to time by the Dean in consultation with the Comptroller) and to submit evidence of such insurance to the Dean upon request.
7. The University shall not otherwise be involved in any manner concerning the matters referred to in paragraphs 5 and 6.
8. The Member indemnifies and saves harmless the University, its employees, agents and officers from any claims for losses, damages, costs or expenses arising from third party claims or otherwise as a result of the Member's extramural practice. The Member agrees that he/she shall be solely responsible for obtaining and maintaining appropriate insurance coverage to cover his/her liability for matters arising from the extramural practice, including coverage for injury or losses suffered by himself/herself or any third parties whatsoever.
9. The Member acknowledges that the University does not direct the work performed in the Member's extramural practice.

No Member shall be permitted to exercise this privilege without signing this agreement. Any amendments to this agreement must be similarly signed by the Member within three (3) months of their acceptance by the Dean. Failure to do so will result in a withdrawal of the extramural feature of the practice privilege.

Executed in duplicate, this _____ day of _____, 200__.

Witness

Signature of Member

Printed Name of Member

The University of Manitoba

by _____
Vice-President (Administration)

Dean of the Faculty of Dentistry

by _____
President, University of Manitoba
Dental Clinical Staff Association

OUTSIDE PROFESSIONAL ACTIVITIES

Members of the Faculty and the University recognize that there are circumstances where professional activities outside the Members' regular university duties, on both a remunerative and non-remunerative basis, can bring benefits to and enhance the reputation of the University and the proficiency of Members. Therefore, the University agrees that Members may, in appropriate circumstances, engage in outside professional activity, provided that this activity does not conflict or interfere with the Member's primary obligations, duties and responsibilities to the University as defined in the Collective Agreement with the University of Manitoba Dental Clinical Staff Association and/or in each Member's job description. Subject to clause 17.2 of that Collective Agreement, in general a Member may engage in outside professional activity of up to two half-days per week provided this activity represents a contribution to the community which can be made by the Member by virtue of his/her training, advanced study or research or is of value in maintaining or developing the Member's academic competence and provided that such activity is regulated by an Extramural or Intramural Practice Agreement between the Member and the University. Non full-time Members may not engage in outside professional activities during the full days or half days they are employed by the University. It is understood that any release time granted by the University for extramural or intramural outside professional activity is without remuneration from the University and that the salary received by the Member shall be for the remainder of the time spent in the fulfillment of the member's obligations to the University. Further, a Member is not considered to be engaging in outside professional activity while the Member is carrying out assigned University teaching duties, whether or not the Member receives remuneration in addition to his/her salary in connection with carrying out such duties.

Intramural Practice Agreement

The University hereby grants to the undersigned Member the privilege of carrying on such intramural practice so long as he/she continues to be a full-time member of the Faculty of Dentistry, upon the following terms and conditions:

1. The Dean of the Faculty of Dentistry at the University of Manitoba may, in consultation with the Vice-President (Administration) and the University of Manitoba Dental Clinical Staff Association, for what the Dean may deem sufficient reason, terminate the privilege herein granted at any time providing twelve (12) months' notice is normally given to the Member. This termination may apply to an individual Member or to the entire group of Members.
2. The Dean may, following consultation with the Vice-President (Administration) and the Members signatory to this agreement, alter the terms and conditions of this agreement, providing six (6) months notice of any changes is given to those Members.
3. The Dean will designate the room or rooms or other area in the Dental building that may be used individually and collectively by each such Member for the sole purpose of his/her or

their exercising the said privilege , and each such Member shall be entitled to the use of any room or rooms so designated for his/her use during the currency of the said privilege.

4. Patients of the said Members shall have the right, in common with all others entitled to use the Dental Building, to enter and leave the said building for the purpose of treatment through the entrances.
5. The students of the faculty will be discouraged from interfering with or disrupting the said Members in the exercise of their privileges on the designated day(s) of their practice.
6. On or before April 1 each year, the undersigned Member shall pay to the University a yearly one day or half day flat rate for use of the facility. This yearly rate will be renegotiated with the Members signatory to this agreement from time to time when it is deemed necessary by the Dean in consultation with the Comptroller. The yearly rate increase may not exceed \$100.00 per year. For the 2004-2005 year the one day rate is \$1,350 and the half day rate is \$675 per surgery. For the 2005-2006 year the one day rate is \$1,450 and the half day rate is \$725 per surgery. For the 2006-2007 year the one day rate is \$1,550 and the half day rate is \$775 per surgery. The University will provide normal maintenance of the facilities and equipment.
7. The said privilege may be exercised only such days and during such hours as may from time to time be designated by the Dean of the Faculty of Dentistry; providing, however, firstly, that the exercise of such privilege will in no way interfere or conflict with the discharge of all the duties and obligations of any such Member as a member of the teaching staff of the University, and secondly, depending on the terms of the appointment, no member shall be engaged in the exercise of the said privilege more than two half-days between Monday and Friday during normal working hours.
8. Every Member exercising the said privilege shall be responsible for the expenses involved with hiring auxiliaries and purchasing supplies, including his/her own stationary, and do his/her own accounting.
9. Each Member shall be required to maintain current malpractice insurance in an appropriate amount (as determined from time to time by the Dean in consultation with the Comptroller) and to submit evidence of such insurance to the Dean upon request.
10. The University shall not otherwise be involved in any manner concerning the matters referred to in paragraphs 8 and 9.
11. The Member indemnifies and saves harmless the University, its employees, agents and officers from any claims for losses, damages, costs or expenses arising from third party claims or otherwise as a result of the Member's intramural practice. The Member agrees that he/she shall be solely responsible for obtaining and maintaining appropriate insurance

coverage to cover his/her liability for matters arising from the intramural practice, including coverage for injury or losses suffered by himself/herself or any third parties whatsoever.

12. The Member acknowledges that the University does not direct the work performed in the Member's intramural practice.

No Member shall be permitted to exercise this privilege without signing this agreement. Any amendments to this agreement must be similarly signed by the Member within three (3) months of their acceptance by the Dean. Failure to do so will result in a withdrawal of the intramural feature of the practice privilege.

Executed in duplicate, this _____ day of _____, 200__.

Witness

Signature of Member

Printed Name of Member

The University of Manitoba

by _____
Vice-President (Administration)

Dean of the Faculty of Dentistry

by _____
President, University of Manitoba
Dental Clinical Staff Association

**DESCRIPTION OF THE DENTAL CLINICAL STAFF ASSOCIATION
BARGAINING UNIT - CERTIFICATE NUMBER 3324**

"All full-time professional employees employed by The University of Manitoba in the Faculty of Dentistry who are registered and licensed under the Manitoba Dental Association Act and who hold the rank of Lecturer, Assistant Professor, Associate Professor and Professor, excluding those persons above the rank of Head, Sessional Lecturers, those persons covered by existing certifications, support staff and all persons excluded by the Labour Relations Act".