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

Academic Terms: The three academic terms are:

(1) The Fall Term is a. 0 Tw 13.663 0 d5 3Tj-0.005 TcBT/H1 BCID 5 BDC 8T9.96 - 9.

Parties:	The Employer and the Union.

in the latter's absence. Any such representative shall provide the express written authorization of the Employee to the appropriate official of the Human Resources Department. A separate authorization shall be provided for each such request.

10.6 Access to employment files will be in accordance with applicable legislation, includine cn accort5vi (oredom-8

preparation and invigilation of examinations; marking and grading; and other duties (including any Program and/or course specific responsibilities) as set out in the letter of appointment or as assigned.

12.2.2 The Parties recognize that, in the performance of their duties, Employees may exercise their professional judgment in determining their teaching methods and pedagogy in accordance with the curriculum and/or Program/course requirements so long as the course outcomes/objectives are achieved.

12.2.3 Employees shall make themselves accessible to students for consultation and shall inform students of their availability.

12.2.4 Employees shall inform students adequately regarding course formats, assignments and methods of evaluation in the course outline and during the first week of classes.

12.2.5 Employees shall maintain teaching schedules in all but exceptional circumstances and inform students adequately of any necessary cancellation and rescheduling of instruction. Employees shall comply with any Program procedures for the cancellation and rescheduling of individual classes.

12.2.6 Employees shall adhere to the schedules set by the Program Coordinator for the submission of grades and evaluations.

12.2.7 Employees are expected to familiarize themselves with this Agreement and University policies, and shall act in conformity with their provisions.

12.2.8 The Parties agree that course curricula and any other teaching materials provided to Employees are and remain the property of the Employer, and Employees shall not be entitled to use such property for any purpose other than in the performance of their responsibilities to the Employer.

12.2.9 In courses in which the curriculum is not provided, teaching materials such as syllabi, lecture notes and tests prepared by Employees in the course of their employment remain the property of the Employee.

12.2.10 Employees shall be consulted prior to being assigned the responsibility of sponsoring a student Instructor. The Employer and Employee shall discuss any concerns that may arise from this assignment in an effort to resolve those concerns. No Employee shall be required to sponsor more than one student Instructor per course per term without the Employee's consent.

12.3

12.3.1 The hours of work for Employment Insurance purposes shall be detailed in Appendix A.

13.1

13.1.1 At least once in an Academic Year, or as they become available, prospective positions within the Bargaining Unit shall be posted on the University's website.

13.1.2 The positions shall normally be posted for a period not less than ten (10) Working Days.

13.1.3 Exceptions to normal posting procedure may arise in the following circumstances:

a) a position vacancy is created as a result of illness or other unanticipated events where the start date of the position does not allow for the normal posting period; or

(c) the date by which the candidate must return to the Director or designate a signed copy of the letter of appointment accepting the offer; and

(d) a statement that the Union is the sole and exclusive bargaining agent for Employees, that the appointment is subject to the terms of this Agreement, that the Agreement can be accessed on the University's web-site (including provision of a reference to the specific web address for the Agreement).

13.3.3 A copy of the signed letter of appointment shall be forwarded to the Union within ten (10) days of the Director's [illegible]

for a specific course and copy the Union. The RFR shall be effective with the commencement of the Winter Term following the notification.

13.6

13.6.1 a) The Employee shall retain the RFR for the course provided that:

(i) The Employee's performance for the course continues to be evaluated as satisfactory or higher; and

(ii) The Employee accepts the appointment and teaches the specified course at least once in an Academic Year when it is offered to unless:

(a) The Employee is unable to (nt ao (iib Tc 0 Tw 1.229 0 Td( )TjEMC /Spc 0.001 Tw 0.94 0 T

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shall be no layoff or reduction in normal earnings for the Employee except by reason of course cancellation, contract termination for just cause, or in accordance with the terms of this Agreement.

14. .2 If the Employer cancels a course prior to the first day of classes, the Employee shall be paid a cancellation stipend of $250.00 per course.

14. .3 If the Employer cancels a course within the two (2) week period following the first day of classes, the Employee shall be paid a cancellation stipend of $500.00 per course.

14.

14. .1 Full time and Part time Employees shall be paid in accordance with the salary range in Appendix B.

14. .2 On an annual basis, the Employer will set objectives consistent with the position duties and responsibilities of the Employee's position and communicate them to the Employee. The Employer shall fairly evaluate the performance of each Employee prior to the anniversary date, and shall record the results on a performance review form.

14. .3 Based on a satisfactory performance review, an Employee shall receive an annual performance-based pay increase of 2.5% which shall be effective the bi-weekly pay period that includes their date of hire.

14. .4

Director or designate as soon as possible and makes such arrangements as are reasonable to ensure that obligations are fully discharged over the duration of appointment.

If it is necessary for an Employee to leave work duties to perform Union duties, shall first receive approval from Employment Supervisor, which approval will normally

from time to time. The Employee may be eligible for Employment Insurance benefits. At the end of the weeks, the Employee will be returned to position unless the appointment has expired.

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

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

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

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

Workplace Safety and Health Act,

No Employee shall be disciplined or dismissed except for just and sufficient cause. The disciplinary action taken shall be just and appropriate for the offence. Discipline includes letters of warning or reprimand, suspension without pay and dismissal.

The Employer has the right to suspend an Employee with pay where the Employer deems it necessary to conduct a thorough and objective investigation of any matter that may lead to suspension without pay or dismissal, or to protect the safety, security or academic integrity of the University. The Employer shall notify the Union of such suspensions with pay. The Parties agree that any such suspension with pay does not constitute discipline.

Prior to the imposition of discipline, the Employee shall have the opportunity to meet with the Employer. The Employee shall have the right to Union representation at this meeting(s), and the Employer shall advise the Employee of that right. Wherever practicable the Employee shall be provided with reasonable advance notice of the meeting and be provided with reasonable time to secure Union representation.

An Employee who is disciplined shall be notified in writing of the nature of the disciplinary

The Employer shall attempt to schedule grievance meetings with an Employee at times that do not interfere with employment duties. Where this is not possible, shall be permitted the required time off to attend such meetings with the Employer without loss of pay or benefits.

The Union may, within twenty (20) Working Days of receipt of the response after Step II, give written notice to the Vice-President Human Resources of its intention to submit the matter in dispute to an arbitrator for arbitration.

The decision of the Arbitrator shall be final and binding on the Employee, the Union and the Employer.

The Parties

The arbitrator shall have the duty and power to adjudicate all differences between the Parties in accordance with the *Manitoba Labour Relations Act,* as amended from time to time.

Arbitrations shall be held at a location outside the Employer's premises, unless the Parties agree to hold the hearings on the Employer's premises in which case the Employer shall provide appropriate space for the hearing and each of the Parties.

The Parties shall make every reasonable effort to schedule arbitrations at times that do not interfere with the employment duties of the grievor and other Employees whose attendance is required at the arbitration. Where this is not possible, the grievor and other Employees shall be permitted the required time off to attend the arbitration as necessary without loss of pay or benefits.

Each Party shall be responsible for their own expenses of preparing and presenting the case to arbitration, subject to the award of costs by the arbitrator as part of the remedy. The costs of the arbitration, including the remuneration of the arbitrator, shall be shared equally by both Parties.

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The notice will provide information regarding the nature of the technological change, the Employees who will be affected, and the expected date of implementation of the change.

During the notice period, the Parties shall hold meaningful consultations on the implications arising from technological change. Where such consultations involve technological change which is likely to affect the income and/or security of employment, the Parties agree to make every reasonable effort to avoid or minimize adverse effects on Members of the Bargaining Unit, but in no case will an E

In addition, this agreement may be amended by mutual consent.

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG (the Employer)

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA
(ENGLISH LANGUAGE PROGRAM INSTRUCTORS)

RE: Clause 22.1 – Expenses and Access to Facilities

WHEREAS the Parties agree the English Language Program (ELP) Instructors are entitled to a work environment in accordance with Clause 22.1;

THEREFORE the Parties agree that:

1. The 'ELP Instructor room' shall be a shared common space available to all ELP Instructors for the duration of this Agreement.

2. A workstation shall remain in place for the use of the ELP instructors in the ELP Instructor room for the duration of this Agreement.

3. The workstation shall include a desktop computer and access to a Multifunction Device (MFD) printer.

Dated this 19th day of September, 2023.

"Archielee Reynante"	"Tina Matias-Bouchard"
_____	_____
Lead Negotiator	Negotiator

	Morning	105	
	Conversation	40	

The current pay scales as set out in this Appendix B shall be adjusted as follows:

General Increases*

- Effective the first day of the Winter Term 2022: 2% + 4% market adjustment
- Effective the first day of the Winter Term 2023: 1.75% + 2.25% market adjustment
- Effective the first day of the Winter Term 2024 2%
- Effective the first day of the Winter Term 2025: 2%
- Effective the first day of the Winter Term 2026: 2%

* to be applied to the pay scale for full-time term instructors and course stipends

Pay Scale -

Program	

Pay Scale Effective 1st Day of Winter Term (January 2023):

Part-time Program	1-6 terms	7-12 terms	13 terms and beyond
Course Stipend	$3,130	$3,255	$3,385

Part TimeIntensive Rates	Starting	Completed 8 Sessions	Completed 16 sessions OR Master's degree	Completed 24 Sessions
Course Stipend	$6,880	$7,263	$7,646	$8,030

Program	Substitute Teaching	Placement Tests (beyond contractual duties)		ESL TCP Practicum Student Sponsor Teacher Honorarium	Marking Stipends	
		Invigilating/ essay marking/ oral testing	Multiple choice marking			
14 Week Program	$32.51	$21.66	$21.66	$119.04 = 5 hours	up to & including 16 students	17 students and up
Academic 4 Only					$476	$655
Academic 5 Only					$476	$655

Short-Term and

Pay Scale Effective 1st Day of Winter Term (January 2022)

Part-time Program	1-6 terms	7-12 terms	13 terms and beyond
Course Stipend	$3,193	$3,320	$3,453

Part Time Intensive Rates

(June - 5 week)	Rate / hour	# of hours	Total
Morning Instructor Course Stipend			$2,186
Workshop Instructor Course Stipend			$725
Conversation Class Instructor Course Stipend			

Pay Scale - Effective 1st Day of Winter Term (January 2025)

Full time Term Instructor

Effective 1st Day of Winter Term	Minimum	Maximum
2025	58,044	81,260

14 Week English Language Program

14 Week English Language Program	One seminar	Two seminars (also used for A5 Adjunct)	Morning only	Morning + seminar	Morning + 2 seminars (also usedfor Mornings + A5 Adjunct)
Starting	$2,411	$4,472	$8,823	$10,964	$13,023
Three sessions of Service	$2,480	$4,604			

(June - 5 week)	Rate / hour	# of hours	Total
Morning Instructor Course Stipend			$2,230
Workshop Instructor Course Stipend			$740
Conversation Class Instructor Course Stipend			$740
Admin Pay	$22.53	10	$225.30

** All rates and appointments are subject to government funding

* All amounts are inclusive of vacation pay, statutory holiday pay

(July, Aug, Jan., CWE - 4 Week)	Total
Morning Instructor Course Stipend	$2,078
Workshop Instructor Course Stipend	$740
Conversation Class Instructor Course Stipend	$477

* All amounts are inclusive of vacation pay, statutory holiday pay

** On rare occasions that a program exns th52TQqJET0.7 (r)-2.9 (o)-9.6 (gr)-2.8 (a)7.6 (m)- ref44 (52TQqJ

Program	Substitute Teaching	Placement Test (beyond contractual duties)		ESL TCP Practicum Student Sponsor Teacher Honorarium	Marking Stipends	
		Invigilating/ essay marking/ oral testing	Multiple choice marking			
14 Week Program	$33.82	$22.53	$22.53	$123.85 = 5 hours	up to & including 16 students	17 students and up
Academic 4 Only					$496	$681
Academic 5 Only					$496	$681
Short-Term and Customised Programs	Morning Course $33.82	$22.53		$123.85 = 5 hours		
	Afternoon Workshop or Conversation Class $22.53					
ESL TCP					For on-line courses with over 15 students = $30.97	
English for Specific Purposes				$123.85 = 5 hours		
	Hourly					

* All amounts are inclusive of vacation pay, statutory holiday pay
Note: These amounts are on an "as needed" or "as required" basis.

Pay Scale Effective 1st Day of Winter Term (January 20, 2026)

Full time Term Instructor

Effective 1st Day of Winter Term	Minimum	Maximum
2026	59,205	82,885

14 Week English Language Program

14 Week English Language Program	One seminar	Two seminars (also used for A5 Adjunct)	Morning only	Morning + seminar	Morning + 2 seminars (also used for Mornings + A5 Adjunct)
Starting	$2,459	$4,561	$8,999	$11,183	$13,283
Three sessions of Service	$2,530	$4,696	$9,253	$11,505	$13,673
Six sessions of Service or Master's Degree (at least 3 courses completed)	$2,596	$4,830	$9,509	$11,827	$14,061
Twelve sessions of Service or Master's Degree (at least 5 courses completed)	$2,664	$4,964	$9,763	$12,148	$14,448
Fifteen sessions of service or Master's Degree completed	$2,732	$5,097	$10,017	$12,472	$14,837
Twenty-one sessions of service or Master's Degree completed and six sessions of service	$2,800	$5,232	$10,270	$12,795	$15,226
Twenty-seven sessions of service or Master's Degree completed and fifteen sessions of service	$2,868	$5,365	$10,523	$13,116	$15,612
Thirty sessions of service or Master's Degree completed and eighteen sessions of service	$2,937	$5,500	$10,778	$13,437	$16,001

* A session is considered to be all or part of a fourteen-week period
* Teaching in multiple programs in one fourteen-week period counts as one session
* All amounts are inclusive of vacation pay, statutory holiday pay

Part-