

# **COLLECTIVE AGREEMENT**

between

**THE BOARD OF REGENTS,**



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**ARTICLE 1: DEFINITIONS**

For the purpose of this

Vice-President: A Vice-President of The University of Winnipeg.

Working day: A day, exclusive of Saturdays, Sundays and holidays.

**ARTICLE 2: PREAMBLE**

2.01 The Parties recognize that the purposes and objectives of the Collegiate Division of The University of Winnipeg are:

(a) to maintain high standards of a liberal education at the pre- university level, serving the needs of the community as a clear alternative to other pre-university level schools, and

(b) to develop self-discipline as well as emotional, social and intellectual maturity in its students by providing an atmosphere of tolerance and compassion through sound teaching, scholarship and collegial relationships within the university community.

2.02 The Parties agree to cooperate in encouraging in the Collegiate Division of The University of Winnipeg a climate of freedom, responsibility and mutual respect appropriate to education at the pre-university level and pursuant to the purposes and objectives of Clause 2.01.

2.03 The objectives of this Collective Agreement are to promote and maintain harmonious relationships between the Parties and to facilitate the peaceful settlement of all disputes, misunderstandings and grievances pursuant to the terms and conditions of this Collective Agreement.

**ARTICLE 3: RECOGNITION**

3.01 The Employer, pursuant to the certification by the Manitoba Labour Board recognizes the University of Winnipeg Faculty Association as the exclusive bargaining agent for all Members of the Collegiate Unit of the Association as described in Certificate No. MLB 3634 dated the 5th day of October, 1981.

**ARTICLE 4: ACADEMIC FREEDOM**

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the purposes of this Article, student support shall mean tutoring, counselling, academic advising and other analogous roles as assigned.

(b) Subject to Clause 8.04(a) above, sections shall be distributed as equitably as possible among all Members.

(c) Where a Member agrees to teach more sections than the accepted teaching load for that year, according to Clause 8.04(a) above, **they** shall be compensated in accordance with Clause 22.10.

**8.05**        **Where a Member requests to teach in an Auxiliary Session, every reasonable effort shall be made to accommodate the Member's request provided staffing requirements permit. A Member shall inform the Dean by December 1 of their preference to teach in the next Auxiliary Session.**

**8.06**        (a) At least once per year, or as Auxiliary Session Courses are determined by the Dean, an email shall be sent to all Members advising of the Auxiliary Session Courses that will be offered. t1 (o a)-12.



- (f) duration of appointment where applicable;
- (g) duration of probationary period where applicable;
- (h) date at which renewal or tenure proceedings may be commenced;
- (i) initial teaching, professional duties and other responsibilities;
- (j) a statement that the appointment is subject to the provisions of this Agreement along with a link to an electronic copy of this Agreement.

**9.06** A copy of each letter of appointment, including all material pursuant to Clause 9.06 shall be forwarded to the Association within five (5) Working days of receipt of acceptance by the candidate. In the case of term appointments, the Association shall also be advised of the circumstances of the appointment (as outlined in Clause 9.08).

**9.07** Probation

(a) A **Member** appointed to a regular position shall be on probationary status for a period of no more than three (3) years at the end of which time the **Member** shall either be granted tenure or have **their** appointment terminated.

(b) During this probationary period, reasonable efforts will be made to assist the Member in meeting performance expectations, and the Member's performance shall be discussed with the Member on a minimum of an annual basis. Issues which may result in an unsuccessful probationary period shall be brought forward in a timely manner in order to provide an opportunity to address the identified concerns.

(c) A Member whose appointment is terminated before the end of the second year of the probationary period shall not have access to grievance or arbitration unless the provisions of Clause 9.07 (b) have not been complied with, in which case the Member shall have the same access to grievance or arbitration as a Member whose appointment is terminated after the end of the second year of the probationary period.

**9.08** Term Appointments

The Employer agrees that regular appointments shall be made except that a term appointment may be made in the following circumstances:

(a) to replace an individual on leave (including an individual appointed as an Academic Administrator);

(b) to staff a position which is part of a new program presented by the Collegiate on an experimental basis, or the expansion or modification of an existing program on an experimental basis for no more than three (3) years:

(c) in the event of death or unexpected resignation, termination or suspension of a Member;



extension of the probationary period shall be granted if the Member takes maternity/ parental leave, takes leave to care for an infirm family member, or takes sick leave.

**11.05** When the Dean recommends tenure, such recommendation shall be communicated in writing to the Vice-President (Academic) with a copy to the Member. The Vice-President (Academic) shall forward **their** recommendation to the President, with a copy to the Member, for the President's decision.

**11.06** Unsuccessful Probationary Periods  
When the evaluations of a Member's performance during the probationary period have not been satisfactory, the Dean shall meet with the Member no later than five (5) months prior to the end of **their** probationary period. At that meeting the Member shall be informed of the Dean's decision not to recommend tenure.

**11.07** Tenure Review Committee  
When the Dean recommends that a Member not be granted tenure and that the Member's appointment be terminated, such recommendation shall be communicated in writing to the Vice-President (Academic) and the President with a copy to the Member within five (5) calendar days of the meeting between the Dean and the Member. In the event of such a recommendation, the Member, within seven (7) calendar days of notification of the recommendation, may request in writing that a Tenure Review Committee be convened to review the Dean's recommendation and the Member's case for grant of tenure. Where the Member decides not to make such a request, no committee shall be formed.

**11.08** The Tenure Review Committee shall be chaired by the Vice-President (Academic) and shall include an Associate Dean and two (2) tenured **Members** selected by the **Members**, at least one (1) of whom, whenever possible, should be from the appropriate discipline area. The Tenure Review Committee shall meet and discuss the matter before it with the Dean and the Member. The Tenure Review Committee shall consider all documentation pertaining to the matter under review su





**ARTICLE 14: RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

**14.01**      Support Services

Services including long distance telephone calls, external mail service, photocopying, printing and typing shall be provided as such services are available, at internal rates, and priority for such services shall be on the same basis as is afforded other internal users.

**14.02**      Members have the right to participate in Association business and shall be permitted to participate in Association/Unit meetings and transact Association business during the regular working day provided that such participation does not interrupt or interfere with the Member's responsibilities, duties and obligations to the Collegiate.

**14.03**      On the invitation of the Association, persons doing business with or for the Association/Unit shall have reasonable access to the Collegiate during the hours it is open. Conduct of such business and access to the Collegiate shall not interrupt or interfere with a Member's responsibilities or the regular operations and activities of the Collegiate.

**14.04**      Association Dues

The dues as established by the Association from time to time shall be deducted from the salary of each Member.

**14.05**      No later than thirty (30) calendar days after such deductions are made, a list of the names of the Members from whose salaries deductions have been made and the amount deducted from each together with a cheque for the total amount deducted shall be remitted to the Treasurer of the Association. An annual state1 ( )B ( c)-8 (o)w 0 -1.04r fit stmatS 7.229 c(i)3.2 (c 315 Th-8 (t)-1.1



grant reduction in normal teaching or professional load for the Chief Negotiator unless the Association is willing to pay the additional cost.

**14.10** Service of a Member on behalf of the Association shall be considered as service to the Collegiate.

**14.11** Distribution of the Collective Agreement  
The Employer agrees to have the Agreement printed within (45) forty-five calendar days of the signing of the Agreement, **and will also post on its website**. The costs of the printing shall be shared between the Parties on a pro rata basis dependent upon the number of Collective Agreements required by each Party. The Human Resources Department shall provide the Association with an electronic copy of the signed Agreement in the format currently in use.

**14.12** Correspondence Between the Parties  
Correspondence between the Parties relating to the negotiation and administration of this Collective Agreement shall be between the President of the Association and/or its Executive Director and the **Associate** Vice-President (Human Resources). The foregoing shall not prohibit the communication by the President of the Association with the President of the University or **their** Designate.

**14.13** The Employer shall be responsible to file a true copy of this signed Collective Agreement with the Manitoba Labour Board.

**ARTICLE 15: AMALGAMATION AND CONSOLIDATION**

**15.01** Before the **Emplestlee**







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**19.14** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance in question or acted as a member of a panel or committee which has been involved in the case at any level.

**19.15** Unless exceptional circumstances dictate, the arbitration hearing shall be held within one (1) month of the availability of the Arbitrator and the Arbitrator's decision shall be delivered within one (1) month after the arbitration hearing. The decision of the Arbitrator shall be binding on both Parties and on all persons bounded by the Agreement.

**19.16** Time Limits  
Where time limits have not been complied with by the grievor in processing the grievance from one step to the other, including arbitration, the grievance shall be deemed abandoned. The Parties may agree to extend any prescribed time limit in either the grievance or arbitration procedure. In addition, the arbitrator shall have the power to provide a remedy against non-compliance with time limits by the respondent.

(d) when a Collegiate administrator re-enters the bargaining unit. Implementation of a reduction in teaching staff with tenured or probationary appointments shall be subject to the provisions of Clauses 20.04 and 20.05.

**20.02** Reduction of teaching staff for reasons of Clause 20.01 (a) above shall occur only after efforts to alleviate the financial insolvency by economies in all other segments of the budget have been undertaken and after all reasonable means of improving the Collegiate's revenues.

**20.03** Where reduction of teaching staff appears necessary, the Association shall be invited to consult with the Dean of Collegiate and the President prior to November 15th to discuss possible action, the reasons for it, and possible alternatives and solutions for the next academic year.

**20.04** Prior to implementing any layoff, the Employer shall make every reasonable effort to secure alternate employment, including administrative positions, in the Collegiate/University for Members. Members accepting such alternate employment shall retain all benefits and privileges as specified by this Collective Agreement. The Employer shall provide all reasonable support, including professional placement service consultants, leaves with or without salary, and release time for training courses for Members prepared to train for such alternate employment.

**20.05** Where reduction of teaching staff becomes necessary, the Employer shall give f(i)3.2 .mmenec







**The Salary schedule effective March 21, 2021 to March 19, 2022 shall be**

**The Salary schedule effective March 19, 2023 to March 30, 2024 shall be:**

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$59,243	\$63,497	\$67,476	\$71,559
1	\$62,012	\$66,344	\$70,592	\$74,976
2	\$64,780	\$69,485	\$73,722	\$78,395
3	\$67,962	\$72,862	\$77,055	\$82,137
4	\$71,266	\$76,213	\$80,389	\$85,902
5	\$74,552	\$79,579	\$83,965	\$89,980
6	\$77,857	\$82,918	\$87,575	\$94,055
7	\$82,217	\$87,299	\$92,660	\$98,903
8	\$86,583	\$91,688	\$97,744	\$103,719
9	\$91,797	\$97,101	\$103,122	\$108,611

**The Salary schedule effective March 31, 2024 shall be:**

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$60,428	\$64,767	\$68,826	\$72,990
1	\$63,252	\$67,671	\$72,004	\$76,476
2	\$66,076	\$70,875	\$75,196	\$79,963
3				

**22.03**

Method of Payment

(a) **Members** shall be paid their annual salary on a bi-weekly basis in accordance with the University's bi-weekly pay schedule.

(b) Whenever in this Collective Agreement deduction of salary or payment of salary is to be made at the per diem rate, the amount shall be calculated in accordance with the following formula:

$$\frac{1/26 \text{ of the Member's deemed annual salary}}{10} \quad \times \quad \text{No of teaching days in that month at the per diem rate}$$

(c) A Member who commences employment after the first teaching day of a teaching month shall be paid from their start date on the first available bi-weekly pay after Human Resources receives all necessary payroll related information.

(d) Where a Member leaves the employ of the Collegiate the Member shall be paid all salary

schedule, the effective date of the Member's reclassification shall be the beginning of the pay period that includes the first day of the month following the date of qualification provided that evidence of such additional qualification is filed with the Dean and confirmed by the Department of Education. For the purpose of this Clause, date of qualification shall mean the date specified by the Department of Education.

**22.10**

Overload Teaching

If a Member teaching in the Regular Session teaches more than the established weekly teaching load for that year, the Member shall be paid a stipend for this overload according to the following formula:

$$\frac{\text{No. of Overload Sections Taught}}{6 \text{ sections}} \times \text{Member's annual salary}$$

**22.11**

Auxiliary Sessions

(a) The stipend paid to a Member who teaches in an Auxiliary Session in a

**ARTICLE 23: BENEFITS**

**23.01** Except as modified by Memoranda of Agreement:

(a) The Employer agrees to maintain the current employee benefit plans, namely, the University of Winnipeg Trusteed Pension Plan, Group Life Insurance, Group Long Term Disability, the Employee and Family Assistance Program, the Extended Health Benefits Plan, the Dental Plan and Vision Care Plan for the duration of the Collective Agreement unless









obtained in advance from the Dean or Vice-President and shall be paid for at prevailing rates unless the Dean or Vice-President agrees in writing to waive all or part of the fees.

**25.04**





A Member on Research Leave shall receive salary paid bi-weekly based upon eighty (80%) percent of full salary of the Member at the time the leave is taken.

(c) Clause 28.07 shall be replaced with the following:

By October 1<sup>st</sup>, a Member shall make an application, supported by a detailed research



28.22





**three percent (33%) of average weekly earnings, claimed within a seventy-eight (78) week period.**

**28.27.2**

Where both parents are Members, the period of the Parental leave Allowance may be taken wholly by one parent or shared between the two parents during the same time period or separately.

The provisions of the parental leave with allowances are as follows:

- (a) In order to qualify for benefits under this provision, a Member must:
  - i) be a birth or adoptive parent and assume actual care and custody of the new born child or newly adopted child **(which also includes when a Member assumes actual care and custody of a child as part of a Permanent Placement, provided that the Member provides Human Resources with proof that the Member has applied, and been approved, for EI parental benefits pursuant to the Employment Insurance Act)**; and
  - ii) be in a probationary, or tenured appointment immediately prior to the date on which the proposed leave commences; and
  - iii) have completed either:



- ii) has completed seven (7) consecutive months of full-time paid employment with the University immediately prior to the date on which the proposed leave commences;
- iii) submits to the Dean an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the proposed leave;

(b) The parental leave must **commence no later than seventy-eight (78) weeks after** the date on which the **child is born or** adopted, **or** comes into the actual care and custody of the Member.

(c) Upon written application and where arrangements satisfactory to the Dean can be made to ensure that the Member's academic duties will be met, a Member who has become the parent of a newly born or newly adopted child (**which also includes when a Member assumes actual care and custody of a child as part of a Permanent Placement, provided that the Member provides Human Resources with proof that the Member has applied, and been approved, for EI parental benefits pursuant to the Employment Insurance Act**) and who is not eligible for either maternity leave or parental leave, with or without allowance, is entitled to a leave of absence without pay up to six (6) continuous weeks as follows:

- i) beginning either on the day of the child's birth or at any time during the ninety (90) days immediately following the birth of the child; or
- ii) in the case of the adoption of a child, beginning on the date that the child comes into the care and custody of the parent or at any time during the ninety (90) days following immediately thereafter.
- iii) In addition, the Member may be authorized to use up to three (3) weeks paid vacation which the Member has accumulated.

(d) A Member who holds a proc16( a o-6.3 (i)37 nng eek-12.3 (uo9.2 (i)3.1 (on)-12.3dmP A MCID5Tc 0 Tw

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(b) If the return is for less than sixty (60) calendar days, then the Member shall return to sick leave and the remaining portion of the one hundred and eighty (180) calendar day count shall continue from the point at which it was suspended by the Member's return to work.

**28.49** Wage Loss Replacement Benefits

**28.49.1** Manitoba Public Insurance Wage Loss Replacement Benefits

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

A Member who qualifies for wage loss replacement benefits from Manitoba Public Insurance shall either:

(a)



shall be pro-rated from the base salary in direct relation to the approved reduction in the workload for the reduced appointment.

**29.06** A Member on a reduced appointment shall continue to participate in the University of Winnipeg Trusteed Pension Plan and other staff benefits provided in Article 23 Benefits. The Employer's and the Member's contributions and coverage shall be based on the base salary of the Member, except as provided in Clause 29.07. For pension purposes a Member on reduced appointment shall receive credited service in accordance with the terms of the University of Winnipeg Trusteed Pension Plan and subject to Canada Revenue Agency restrictions.

**29.07** The contributions and coverage under the Long Term Disability plan shall be based on the Member's actual salary. The provisions of Clauses 28.41 – 28.47 shall also apply to such a Member, with payments being based on **their** actual salary.

**29.08**





**THE COLLECTIVE AGREEMENT**

**SIGNED AT WINNIPEG**

**This 10<sup>th</sup> day of the month of January, 2023**

**For the UNIVERSITY OF WINNIPEG**

**“Todd Mondor”**

**Todd Mondor, President**

**For the UNIVERSITY OF WINNIPEG FACULTY  
ASSOCIATION**

**“Peter Miller”**

**Peter Miller**

## **LETTERS OF UNDERSTANDING**

AGREED

**“Rob Sveinson”**

\_\_\_\_\_  
Chief Spokesperson,

**“Marcie MacDonald”**

\_\_\_\_\_  
Lead Spokesperson,



Declaration of Intent:

I hereby declare that I am wishing to be considered for a:

\_\_\_\_ full educational leave  
\_\_\_\_ partial educational leave

For the \_\_\_\_\_ - \_\_\_\_\_ academic year.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_ Date Received by Dean of the Collegiate

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Please note: Clause 28.08 outlines the process for consideration of applications for Educational Leave.

In the event that your application is not approved, the Dean will provide you with feedback as to what, if any, changes could be made to your application to improve the likelihood of success of future applications. A written summary of this feedback will be provided to you upon your request.