

# **COLLECTIVE AGREEMENT**

between

**THE UNIVERSITY OF WINNIPEG**

and

**THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION  
COLLEGIATE DIVISION**

**MARCH 30, 2025 TO MARCH 25, 2028**



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## ARTICLE 1: DEFINITIONS

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

Academic Session: Regular Session and Spring Day Session

- a) Regular Session is the period during which courses are scheduled from September to April in the daytime.
- b) Spring Day Session is the period during which courses are scheduled in the daytime during May and June.

Auxiliary Sessions: Regular or Spring Evening and Summer Session

- a) Regular or Spring Evening Session is the period during which courses are scheduled from September to June.
- b) Summer Day or Evening Session is the period during which courses are scheduled during July and August.

Academic Year: The twelve (12) calendar month period commencing on the first day of September and ending the thirty-first day of the following August.

Agreement: The Collective Agreement negotiated between and ratified by the Board of Regents and the Collegiate bargaining unit of the Faculty Association.

Association: The University of Winnipeg Faculty Association (UWFA or Faculty Association).

Board: The Board of Regents of the University of Winnipeg.

chair: When printed with a lower-case letter, means the person chairing a committee.

Collegiate Faculty Council: A body of persons recognized by the Senate as an advisory body within the Collegiate Division which shall function in accordance with approved faculty council Senate standing rules.

Collegiate Unit: When printed with an initial upper-case letter, means the Collegiate bargaining unit of the University of Winnipeg Faculty Association Cert. No. MLB-3634.

Dean: The Dean of the Collegiate Division of The University of Winnipeg.

Designate: A person authorized to act on behalf of an officer of the University, an officer of the Association, or a chair of a committee.

Employer: The University of Winnipeg as represented by the President and as designated or delegated to a Vice-President, Dean or Administrator.

**Equity-Deserving  
Groups:**

**Means women, racialized persons, Indigenous People (First Nations, Métis and/or Inuit), 2SLGBTQ+ persons, and persons with disabilities.**

Member:	A member of the teaching staff of the Collegiate Unit of the University of Winnipeg.
Parties:	The Board of Regents of The University of Winnipeg and the University of Winnipeg Faculty Association.
President:	The President of The University of Winnipeg.
Senate:	The Senate of The University of Winnipeg.
University:	The University of Winnipeg.
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 **is not only** pursuant to the purposes and objectives of Clause 2.01 **but is also premised on the values of equity, diversity, inclusion, and Indigenization, consistent with the calls to action contained within the Report on Truth and Reconciliation.**
- 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**

- 4.01 The search for knowledge and its free exposition is a fundamental characteristic of continuing self-examination necessary to maintain a dynamic, free and vital society. To that end, Members are entitled to academic freedom in critical analysis, freedom to teach and discuss, and freedom from arbitrary censorship by either Party.
- 4.02 Academic freedom in the Collegiate implies a respect for the rights of others, tolerance of other points of view and a duty to use such academic freedom responsibly when expressing opinions and beliefs so as not to impose them on others. The Parties recognize the need to use academic freedom in such a manner that the objectives and purposes of the Collegiate as a pre-university level educational institution are maintained and enhanced.
- 4.03 The Member's primary responsibility to the institution is to teach. To that end, Members shall not be hindered in the exercise of professional improvement including related research or in their teaching, except that their teaching shall be bounded by the curriculum requirements of the Manitoba Department of Education, the regulations of the Senate of The University of Winnipeg as they apply to the Collegiate, and the guidance of the Collegiate Faculty Council.

### **ARTICLE 5: NON-DISCRIMINATION AND FREEDOM FROM HARASSMENT**

- 5.01 The Parties accept the principle of equality of opportunity for all in respect to a Member's terms and conditions of employment, advancement and membership in the Association based on *bona fide* qualifications. Therefore, the Parties agree that with respect to the foregoing, except as otherwise provided in this Agreement or by statute, there shall be no discrimination, interference, restriction or coercion exercised or practised on any Member based on any of the applicable grounds set out in the *Manitoba Human Rights Code*, *C.C.S.M. c. H175*, or on membership or activity in the Association.
- 5.02 The Parties to the Collective Agreement declare that they do not condone harassment or discrimination as defined in the *University of Winnipeg Respectful Working and Learning Environment Policy* or the *University of Winnipeg Sexual Violence Prevention Policy*. Allegations of harassment or discrimination will be dealt with in accordance with the procedures established by the Employer and as outlined in the *Respectful Working and Learning Environment Policy* or the *Sexual Violence Prevention Policy*. Nothing in the

policy shall preclude or diminish the right of a Member to be advised of their rights to representation prior to and during any discussions, meetings, hearings or other process undertaken pursuant to those procedures.

- 5.03 The protection from discrimination and harassment includes the protection from retaliation on any grounds identified in the policy for a Member having taken action under the policy either as a complainant or grievor, or for assisting a complainant or grievor in taking action under the policy, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of non-discrimination.

## **ARTICLE 6: CONFLICT OF INTEREST**

- 6.01 All Members are governed by the provisions of the University of Winnipeg *Conflict of Interest Policy*, which shall be updated from time to time in consultation with the Association through the Labour Management Committee (LMC) pursuant to the collective agreements between the Parties including the Collegiate Unit.

- 6.02 Members, persons acting on behalf of the Employer and persons acting on behalf of the Association shall avoid participation in or voting on any decision-making process in which they have a conflict of interest.

- 6.03 A conflict of interest includes but is not limited to situations in which a Member, a person acting on behalf of the Employer or a person acting on behalf of the Association is involved in decision-making and:

(a) stands to benefit or be harmed financially by virtue of the decision;

(b) has family or close friends who stand to benefit or be harmed financially by virtue of the decision; or

(c) has a close personal relationship, whether positive or negative, with anyone who is the target of the decision-making process.

For clarity, it is a conflict of interest for a Member to teach, mark or attempt to influence the progress of a student who is their child, family member, or someone with whom they have a close personal relationship.

- 6.04 A Member may not employ a member of their immediate family without the approval of the Employer in any capacity where the position is supported by University-administered funds for which the Member has signing authority.

- 6.05 Whenever a potential conflict of interest arises, the person who is first aware of the situation shall immediately inform in writing the relevant party or parties (e.g., committee chair and/or Dean) of the potential conflict, with the goal of resolving the matter in an open and collaborative manner.



- 6.06 The usual remedy for alleviating a conflict of interest is the recusal or removal of the person with the conflict of interest from the decision-making process.
- 6.07 This article in no way derogates from any remediation proposed under the *University of Winnipeg Conflict of Interest Policy*.

## **ARTICLE 7: MANAGEMENT RIGHTS**

- 7.01 The Parties agree that this Collective Agreement shall codify the terms and conditions of employment for all Members of the Collegiate Unit of the University of Winnipeg Faculty Association, that both Parties shall abide by and be bound to act within its provisions, and that no change in the provisions contained herein shall occur except by mutual agreement.
- 7.02 The Association recognizes the right and responsibility of the Employer to hire, discipline, assign duties and plan, co-ordinate and otherwise direct the employment of Members of the Collegiate Unit, and manage the affairs of the Collegiate Division. The Employer agrees to exercise its management rights and responsibilities fairly and reasonably and in a manner consistent with the provisions of this Collective Agreement as a whole.

## **ARTICLE 8: RIGHTS AND RESPONSIBILITIES OF MEMBERS**

- 8.01 The primary responsibility of a Member in the Collegiate is to teach. In addition, a Member has the responsibility to undertake other activities in accordance with this Collective Agreement. A Member may also exercise rights as specified in this Collective Agreement.
- 8.02 Search or review committees shall be established to advise on the position of Dean, Associate Dean and, where feasible, Acting Dean, or Acting Associate Dean. At least one (1) Collegiate Member shall be elected to serve on such a committee through an election conducted by the Association. All Members shall be eligible to nominate and vote in such an election. Member(s) elected to a search or review committee shall ensure, insofar as is reasonably possible, that they are available to fulfill their responsibilities as members of the committee throughout its proceedings.
- 8.03 A Member shall:
- (a) teach, including instructing laboratories where applicable, and
  - (b) supervise laboratory assistants and markers where assigned, and
  - (c) provide individual instruction to students where required, and

- (d) provide academic and career advice to students, and
- (e) perform administrative duties related to their teaching as a contribution to the operation of the Collegiate, provided that these do not unduly interfere with their primary responsibility, and
- (f) participate in committee work in the Collegiate and in the University community, and
- (g) assist in planning and supervising social and extra-curricular activities in the Collegiate, provided that this does not unduly interfere with their primary responsibility, and
- (h) comply with prescribed procedures and established deadlines.

8.04

***Workload***

(a) The standard work year for a Member on a regular appointment shall include the Regular Session and Spring Day Session for a total of ten (10) working months. The normal teaching load per standard work year shall be six (6) sections. One (1) or more of those sections may be assigned as student support. The assignment of student support to a specific Member shall not derogate from Members' responsibilities pursuant to Article 8.03. For 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 22.08.

8.05

***Auxiliary Session***

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. Members may request to teach a maximum of one (1) Auxiliary Session Course in each of the Regular Evening Session or Spring Evening Sessions and up to three (3) courses in Summer Day and Evening Sessions (July and August).

(b) A Member, upon request, may be given the opportunity to teach an Auxiliary Session Course in addition to their standard work year as in Clause 8.04 above. The Dean shall consider such requests when approving the assignment of

Auxiliary Session courses. The Parties acknowledge and agree that Members who request to teach Auxiliary Session Courses do so on a voluntary basis and that they shall be compensated in accordance with Clause 22.09.

(c) Under no circumstances shall the teaching of an Auxiliary Session Course constitute Overload Teaching as set out in Clause 22.08, and no Member shall be entitled to an overload stipend therefor. A list of individuals teaching Auxiliary Session Courses will be posted on the Collegiate website once they have been filled.

- 8.07 Every reasonable effort shall be made to inform the Member one (1) month prior to the beginning of the Collegiate's Regular Session and three (3) months prior to the beginning of the Spring Day Session or an Auxiliary Session of the courses they are scheduled to teach, except that the expected teaching assignment shall be subject to change based on enrolment of students.
- 8.08 **Reasonable efforts shall be made to ensure that Members' teaching assignments are in their subject areas of expertise.**
- 8.09 Where a Member receives financial or other assistance from the Collegiate/University for any published work or creation, the Member shall acknowledge their affiliation with the Collegiate.
- 8.10 A Member shall foster an environment which is conducive to sound education at the pre-university level, shall treat students fairly and ethically, and shall prepare, organize and keep up-to-date their instructional material.
- 8.11 A Member has the right to seek Collegiate funds, facilities and/or support services in the exercise of professional improvement related to their teaching responsibilities in the Collegiate Division.
- 8.12 The Employer acknowledges the importance of maintaining a climate in which the responsibilities of Members can effectively be carried out and therefore, facilities and support services shall continue to be provided to Members as far as if practicable, reasonable, and available. Proposed reductions in facilities and support services shall be referred to the Collegiate Faculty Council for consideration of the proposal and its alternatives. The findings of the Collegiate Faculty Council shall be forwarded to the Dean for their consideration.
- 8.13 *Notice of Resignation or Retirement*  
The normal date of resignation or retirement for regular appointments shall be August 31. Members intending to retire or resign their appointments will advise the Dean in writing by no later than March 31<sup>st</sup>. **The Dean shall forward the information to the Association's Executive Director.**
- 8.14 Members shall make recommendations for and assist in the maintenance of a healthy and safe work environment in which to carry out their duties and responsibilities in the Collegiate.

## ARTICLE 9: APPOINTMENTS

9.01 Collegiate appointments shall be:

- (a) Term (for a specified period of time pursuant to Clause 9.09)
- (b) Regular (tenure track)

9.02 The Dean of Collegiate shall recommend to the Vice-President (Academic) the most suitable candidate to fill the vacancy and shall identify to the Vice-President (Academic) whether there was a consensus on the Advisory Committee with respect to the Dean's selection. Where consensus is not achieved, the Dean shall provide a written report on specific reasons preventing the consensus. The Vice-President (Academic) may meet with the Advisory Committee to discuss the selection process. The Vice-President shall forward their recommendations along with the recommendations of the Dean to the President. The President may make an offer of appointment to the candidate recommended by the Vice-President, on behalf of the Employer.

9.03 Where a regular position or a term position of ten (10) months, or greater is to be filled, the Dean shall establish an advisory committee to assist the Dean with the interviewing and relative assessment of the candidate(s). The Committee shall consist of the Dean as Chair, the Associate Dean(s), at least two tenured Members, and a person who is knowledgeable of human rights and employment equity practices in recruitment. Whenever possible, the two faculty representatives shall be from the appropriate discipline area. Normally, where a term position of less than ten (10) months with a minimum teaching load of three (3) sections is to be filled, an advisory committee shall also be established to assist the Dean with the interviewing and relative assessment of the candidate(s).

### 9.04 ***Equity in the Search and Appointment Process***

The Employer undertakes to develop Hiring Guidelines to assist the Committee to carry out their responsibilities under this Article. The Guidelines shall be developed by Human Resources in consultation with the Collegiate LMC. These guidelines will include statutory requirements, relevant University policy, and information to assist with applying equity, diversity, inclusion, and Indigenization, and Reconciliation principles. The Vice-President (Academic) shall finalize the Academic Hiring Guidelines.

Each posting shall identify the position as one of the following:

- 1) a designated hire (successful candidate shall be an Equity-Deserving Group member); or,
- 2) preference hire (preference to be given to an Equity-Deserving Group member); or
- 3) an open hire (no preference, however if two or more candidates are relatively equal and one is an Equity-Deserving Group member, that candidate shall be given preference).

9.05 Positions shall be posted to the University website for a period of not less than five (5) **Working** days. The posting shall include a statement of duties and required qualifications. It shall also include the following statements: "Instructors of The Collegiate are represented by the University of Winnipeg Faculty Association (Collegiate Unit). The appointment and employment of an instructor is subject to the provisions of the UWFA (Collegiate) Collective Agreement which can be accessed on the University website at <https://www.uwinnipeg.ca/hr/collective-agreements.html>.

A copy of **the posting** shall be sent to the Association.

9.06 **The** successful candidate shall receive a letter of appointment signed by the President specifying the terms and conditions of employment including:

- (a) type of appointment (term or regular);
- (b) where it is a term appointment the letter shall indicate how many terms the Member has served;
- (c) date on which the appointment commences, **which shall normally be the first day of the one (1) week period immediately prior to the first class;**
- (d) equivalent years granted for teaching and related work experience elsewhere;
- (e) initial salary;
- (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.

9.07 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 9.09).

9.08

*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 9.06 (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.

9.09

*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;

(d) a dramatic enrollment increase in one year;

(e) long term illness of a Member;

(f) where combining courses and/or sections to enable the making of a regular appointment is not feasible.

9.10

By no later than July 1 Members on term appointments shall be given notice as to whether or not the appointment will be renewed.

9.11

*Duration*

(a)

Subject to the provisions of Clause 9.09 (b), where a **Member serves three (3) consecutive term appointments over** three (3) consecutive academic years, the Member shall be placed on a regular appointment.

(b) In each of the three (3) consecutive academic years referenced in Clause 9.09 (a):

(i) the Member must have taught a minimum of three (3) courses; and

(ii) the circumstances of the appointment must have been for reasons other than the replacement of a Member(s) in a full-time or part-time regular appointment when, at the time of the replacement, it is anticipated that the Member(s) will be returning to the workplace.

9.12 A Member on full-time term appointment who subsequently is offered and accepts a regular appointment, and whose regular appointment is contiguous with the term appointment, shall be credited with all time spent on term appointment for the purposes of placement on the salary scale and consideration for tenure.

9.13 While the Employer is entitled to fill an administrative vacancy, preferential consideration shall initially be given to applicants who are Members.

#### **ARTICLE 10: RE-ENTRY**

10.01 An administrator in the Collegiate Division who has been excluded from the Collegiate bargaining unit by virtue of holding such an appointment and who would otherwise be included in the bargaining unit shall, at the termination of the administrative appointment, automatically become a Member of the bargaining unit with all the benefits and privileges pursuant to membership as if they had been a Member continuously during the period of the administrative appointment, and shall be bound by the provisions of the Collective Agreement. If the appointment of an academic administrator is terminated prematurely, they shall automatically become a Member under the terms set forth in this Clause, providing that the causes for the termination are not such as would normally lead to the dismissal of a Member.

10.02 Upon re-entry, a Member shall resume teaching in their discipline area unless the Member and the Employer agree on retraining or an alternative.

#### **ARTICLE 11: TENURE**

11.01 Tenure shall mean confirmation of a Member on regular appointment in a continuing position and the right to protection from termination of employment except for just cause or layoff in accordance with the provisions of this Collective Agreement.

11.02 When a Member with regular appointment is granted tenure, it shall be effective immediately upon the approval of the President, but in no case later than the first day following the end of the probationary period.

- 11.03      *Evaluation During Probationary Period*  
A Member's performance shall be evaluated at least once per year during the probationary period in accordance with established procedures. Performance evaluation shall be based upon the Member's responsibilities as specified in Article 8.
- 11.04      *Tenure Process*  
(a) When the evaluations of a Member's performance during the probationary period have been satisfactory, the Dean shall, not later than five (5) months prior to the end of the Member's probationary period, meet with the Member to discuss the recommendation for tenure.  
  
(b) The Dean may grant an extension of the probationary period of up to two (2) years beyond the period defined at the time of the original probationary appointment if the Member has applied in writing prior to November 15 of the final year of a probationary appointment. An 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 **medical** 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 (TRC)*  
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 **granting** tenure. Where the Member decides not to make such a request, no committee shall be formed.
- 11.08      The **TRC** 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 **TRC** shall meet and discuss the matter before it with the Dean and the Member. The **TRC** shall consider all documentation pertaining to the matter under review submitted to it by the Dean and the Member. In



addition, the **TRC** shall have access to documentation considered by the Committee to be relevant to the case. If the Member wishes, they shall be accompanied by a colleague at the meeting of the **TRC**. The Vice-President (Academic) shall establish the meeting process for the **TRC**, and its meeting and all related deliberations shall be *in camera*.

- 11.09 Within fifteen (15) calendar days of a written request from the Member to convene a Tenure Review Committee, the committee shall have met and considered the matter. The Tenure Review Committee shall communicate its recommendation in writing and the supporting rationale for the recommendation, within a further fifteen (15) calendar days of its meeting, to the President with a copy to the Member, the President of the Association in care of the UWFA Office and the Dean.
- 11.10 The President's decision shall be communicated in writing to the Member as soon as is practicable but no later than June 1 of the final year of probation.
- 11.11 Where tenure is denied, the Member's employment shall terminate at the end of their probationary period.

## **ARTICLE 12: COPYRIGHT AND PATENTS**

### **12.01**      *Definitions:*

Copyright: the rights described in the *Copyright Act* R.S.C. 1985, c. C-42, together with all amendments thereto, including the sole right to produce or reproduce the Work or any substantial part thereof in any material form whatever, to perform the Work or any substantial part thereof in public or, if the Work is unpublished, to publish the Work or any substantial part thereof.

Computer Programs (or Software): subject to the *Copyright Act*, a set of instructions or statements, expressed, fixed, embodied or stored in any manner, that is to be used directly or indirectly in a computer in order to bring about a specific result.

Moral Rights: subject to the *Copyright Act*, the right of an Author to the integrity of a Work and, where applicable, the right to be associated with the Work as its author by name or under a pseudonym and the right to remain anonymous.

Works: Subject to the *Copyright Act*, means an original work including but not limited to the following:

i) literary works namely: books, pamphlets, poems, articles, syllabi, tests and work papers, lectures, dramatic compositions, cartographic materials, charts, unpublished scripts, monographs, glossaries, bibliographies, modular posters, study guides, transparencies, visual aids, laboratory manuals, correspondence course packages, interactive textbooks, coursework delivered on the Internet,

multimedia instructional packages, and other texts consisting of text and computer programs and databases;

ii) dramatic works, namely: films, film strips, videos, plays, screenplays and scripts, video and audio tapes, cassettes and CDs, live video and audio broadcasts, programmed instructional materials;

iii) musical works, namely: compositions made of music or words and music, and

iv) artistic works, namely: paintings, drawings, maps, photographs, sculptures and architectural works.

12.02 (a) The Member holds copyright in Works created during the course of the Member's regular duties as an instructor in the Collegiate, except in circumstances where the Member has been requested by the Employer to create a Work(s) in which case the Employer is the copyright holder.

(b) The Employer waives any copyright interest in any course materials developed by a Member to deliver any existing or school-initiated credit course.

12.03 Where a Work for which a Member holds copyright pursuant to this Article was produced with the use of University/ Collegiate resources, and that Work proceeds to commercialization, the Member and the Employer shall share equally in the net revenues therefrom.

12.04 The Employer shall take all reasonable measures to ensure the moral rights of a Member in those instances where the Employer is the holder of the copyright.

12.05 The Parties agree that disputes in regards to matters covered by this Article, shall be submitted to binding arbitration in accordance with the time lines specified for expedited arbitration in the *Manitoba Labour Relations Act*. The arbitrator will be selected by mutual agreement of the Parties from the list of Fellows of the Intellectual Property Institute of Canada. If the Parties cannot agree, then the president of IPIC will appoint the arbitrator.

## **ARTICLE 13: PERSONNEL FILES**

13.01 There shall be one (1) official University file, hereinafter referred to as the personnel file. This file shall be maintained and stored in the Dean's Office. In addition, the Human Resources Department shall maintain a salary and benefits file. These files shall be the only files used in decisions respecting any and all terms and conditions of employment of a Member. Once each calendar year the Human Resources Department shall inform each Member of their current status in terms of salary and benefits.

13.02 A Member shall be informed, in writing, of additions to their personnel file and be given one (1) copy of the document being added to the personnel file unless

the document has been supplied by the Member and acknowledged by the Dean. Where a document is expunged from the personnel file, the document shall be destroyed, and the Member shall be informed in writing.

- 13.03 (a) A Member shall have access to the entire contents of their personnel file upon request and with reasonable notice to the Dean, but not later than seven (7) calendar days following the request.
- (b) A Member shall not remove any document from the personnel file. The Employer reserves the right to have its representative present at the time a Member is examining their personnel file.
- 13.04 A Member has the right to discuss with the Dean the accuracy or meaning of any of the contents of their personnel file. A Member shall have the right to have included in their personnel file their written comments on the accuracy or meaning of any of the contents of their personnel file and shall have the right to have removed from h their personnel file any material which they can show is false, irrelevant or unsubstantiated. Such requests for removal shall be made in writing to the Dean.
- 13.05 A Member's personnel file shall contain data pertaining to the Member's personal employment history including but not limited to academic records, employment records, evaluations by the Dean and Associate Deans, authorized student evaluations, disciplinary documents, salary documents and correspondence relating to a Member's terms and conditions of employment.
- 13.06 No anonymous material shall be retained in the personnel file except for cumulative results of student evaluations of teachers obtained by using forms duly authorized pursuant to this Collective Agreement.
- 13.07 Unless authorized in writing by the Member, no information or material contained in the personnel file shall be made available to any person except when required:
- (a) for normal administrative purposes,
  - (b) for the tenure review process,
  - (c) for grievance and arbitration purposes,
  - (d) by this Collective Agreement,
  - (e) by law.

13.08 The personnel file shall contain a record of all persons granted access and the date of access to the personnel file with the following exceptions:

(a) Dean's Office authorized personnel;

(b) Human Resources; and

(c) the Member.

A Member may request, from the person granted access, the reason(s) for the access to the personnel file.

13.09 A Member shall not have access to confidential material. Confidential material shall be restricted to signed letters of reference and evaluations which the Member has solicited or for the soliciting of which they have given approval.

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

14.01 *Support Services*

Services including long distance telephone calls, external mail service, photocopying, **and** printing 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 statement of the Association dues which have been deducted from their salary during the calendar year shall be provided to each Member on their T4 Income Tax slip by February 28 each year.

- 14.06 The Association shall advise Human Resources in writing of any changes in the dues of the Association one month in advance of the date on which the change is to become effective.
- 14.07 In the event the Association receives dues on account of an employee who is not a Member, or if on account of a Member in excess of the amount required, the Employer agrees to reimburse or credit the employee as the case may be, for the amount received in error by the Association and shall deduct such amount from the following month's cheque to the Association. The Employer shall not be held liable for the wrongful deduction of money for Association dues resulting from an error in the Association's instruction.
- 14.08 *Officers of the Association*  
The President of the Association shall inform, in writing, the Associate Vice-President (Human Resources) of the names of Members holding official positions in the Association and/or those selected for responsibilities pursuant to this Collective Agreement within seven (7) calendar days of their appointment.
- 14.09 The Employer agrees to arrange for a section or course reduction in normal teaching or professional load for the Chief Negotiator for the Collegiate Members, provided that the Association inform the Employer in sufficient time that such arrangements may be made, and provided that necessary replacements are paid for by the Association.
- (a) If the Chief Negotiator is a Member, the cost to the Association shall not exceed the prevailing stipend for part-time replacement.
- (b) If the Chief Negotiator is a member of the University faculty, the cost to the Association for replacement shall not exceed the stipendiary replacement.
- Where the Employer is unable to hire a replacement for the Chief Negotiator within the maximum cost guidelines specified in (a) and (b) above, the Employer shall not be required to 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 forty-five (45) 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) **or Designate**. 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 **Association** 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 Employer contracts to amalgamate the Collegiate Division with another educational institution, or before the Employer consolidates a Collegiate course or courses into the University Division of The University of Winnipeg, the Employer shall notify the Association. The Association, at its discretion, may make written representation to the Employer concerning the proposed amalgamation and/or consolidation. Such representation shall be forwarded to the Employer within thirty (30) days of notification.
- 15.02 In the event of an amalgamation of the Collegiate Division with another educational institution and/or consolidation of a course or courses into the University Division of The University of Winnipeg, the terms of this Agreement shall continue in force until the expiry of the Agreement pursuant to Article 32, "Duration and Renewal".

## **ARTICLE 16: EMPLOYMENT OF NON-MEMBERS**

- 16.01 The Employer agrees that non-Members of the bargaining unit, except as specified in the list of exclusions in the Manitoba Labour Board Certificate No. MLB 3634, shall not perform the responsibilities of Members pursuant to Article 8. For the purpose of this Clause the teaching of Auxiliary Session courses shall not be considered as the responsibility of Members unless mutually agreed by the Member and the Dean in accordance with Clauses 8.05 and 8.07.
- 16.02 In the performance of their duties, Members may be assisted by non-Member markers and laboratory demonstrators.

## **ARTICLE 17: ACCESS TO INFORMATION**

- 17.01 The Association Office shall be provided with the following information:
- (a) By October 31 of each year a list of all Members of the Collegiate Unit including each Member's name, type of appointment, current salary, year of first and subsequent appointments with the Collegiate, years of service to the

Collegiate, year of first and last degree, highest degree earned, and Department of Education classification.

(b) By May 31 of each year a list of the names of instructors employed in the Collegiate Regular and Spring Day Sessions for the current Academic Year who are not Members of the Collegiate Unit.

(c) Within fourteen (14) calendar days of approval the name of a Member who has been granted leave, the type of leave, the effective dates, salary or stipend paid, and, within five (5) calendar days of appointment the name of a replacement for that Member. This Clause does not include **medical** leave or short term leave where no replacement is required.

(d) At the same time as they are sent to the members of the Board, the agenda, meeting materials, and minutes of open and closed meetings of the Board, except references to matters pertaining to labour relations.

(e) Within five (5) calendar days of receipt, a copy of a request from any government agency or commission for a formal University submission where such a request clearly affects the terms and conditions of employment of Members of the Collegiate Unit, pursuant to this Collective Agreement, and at the same time it is sent, a copy of the response to such a request.

(f) Within ten (10) Working days of Board approval, the names of Members who have been granted renewal or change in appointment, tenure or continuing appointment or classification.

(g) By May 31 of each year a copy of the Regular and Spring Day Session timetables for the current Academic Year.

In complying with the requirements of this Clause, the Employer shall not be required to compile information in the form requested if such data are not already compiled in the form requested, nor shall the Employer be required to supply confidential information.

17.02 Prior to submission, the Employer and the Association shall consult on any formal submission to a government agency or commission where such a submission clearly affects the terms and conditions of employment of Collegiate Unit Members pursuant to this Agreement.

17.03 The President of the Association shall provide the President of the University with:

(a) a copy of any official Association publication,

(b) a copy of any Association press release, twenty-four (24) hours prior to its release,

(c) at the time of distribution, a copy of the agenda and minutes of open meetings of the Association.

- 17.04 The Employer shall provide the President of the Association with a copy of any official Collegiate Division press release, twenty-four (24) hours prior to its release.

## **ARTICLE 18: DISCIPLINE**

- 18.01 Discipline shall be for just and sufficient cause. The disciplinary action taken shall be just and appropriate for the offence. As a matter of practice and general principle, the Employer endorses the concept of progressive discipline. Discipline is defined as a verbal warning, written reprimand, suspension without pay, and dismissal.
- 18.02 The Association agrees that the Employer has the right to suspend a Member with pay where the Employers deems it necessary to conduct an investigation or for the safety of the workplace, and such suspension shall not be deemed to be disciplinary.
- 18.03 Prior to reprimanding, suspending without pay or dismissing a Member, the Member shall have an opportunity to meet with the Dean or their Designate. The Member has the option to have the UWFA Executive Director or Grievance Officer present at the meeting.
- 18.04 Notwithstanding Clauses 18.01 and 18.03, notice or warning need not be given in cases of suspension without pay or dismissal resulting from cases involving serious transgressions, such as violent or threatening behaviour, or personal or sexual harassment.
- 18.05 Except for a verbal warning, whenever a Member is disciplined, they shall be advised in writing of the discipline and the reason therefor. The disciplinary letter shall also inform the Member of their right to consult with the Association's Executive Director and/or Grievance Officer. A copy of the written notification shall be placed in the Member's personnel file. The Human Resources Department shall advise the Association of the disciplinary action within two (2) Working days.
- 18.06 The Association has the right to grieve any discipline imposed on a Member in accordance with Article 19: Grievance and Arbitration. Grievances that involve suspension without pay or dismissal will be commenced at Step II (President).

## **ARTICLE 19: GRIEVANCE AND ARBITRATION**

- 19.01 **A grievance shall be any dispute or difference arising out of the interpretation, application or alleged violation of the provisions of this Agreement. Without limiting the generality of the foregoing, grievance**



shall include any dispute or difference arising out of the alleged arbitrary, discriminatory, bad faith or unreasonable treatment of Members in respect to matters that are not regulated expressly by provisions of this Agreement, including University policies that have implications for the terms and conditions of Members' employment at the University of Winnipeg.

**19.02** Unless otherwise specified in this Article, written communications delivered to the Employer shall be sent to the President of the University and to Human Resources. Written communications to the Association shall be sent to the President and Executive Director of the Association.

**19.03** *Types of Grievances*

- 1) An Individual Grievance is a grievance initiated by the Association on behalf of a single Member against the Employer.
- 2) A Group Grievance is a grievance initiated by the Association on behalf of two (2) or more Members involving the same dispute against the Employer.
- 3) A Policy Grievance is
  - a. a grievance involving the interpretation, application or alleged violation of this Agreement that has implications generally for Members and that is initiated by the Association against the Employer, or;
  - b. a Grievance involving the interpretation, application or alleged violation of this Agreement initiated by the Employer against the Association. Where the Employer files a grievance against the Association, the grievance procedures outlined in this Article will be followed.

**19.04** The Association alone shall have the right to initiate Individual or Group Grievances. A Policy Grievance may be initiated by either the Association or the Employer.

**19.05**

- 1) Nothing in this Article shall be deemed to preclude the Association from initiating, as a Policy Grievance, a grievance which also is the subject of an Individual Grievance or a Group Grievance, nor shall the initiation of a Policy Grievance preclude such Individual or Group Grievances.
- 2) In the event that a Policy Grievance is processed successfully in arbitration pursuant to this Article, the arbitrator shall have the jurisdiction to grant remedies to individual Members or the Employer in respect of losses sustained by them arising from the breach which was the subject of the Policy Grievance

- 19.06 In the event that a grievance is withdrawn, the withdrawing party shall provide written notice of the withdrawal to the other party.
- 19.07 The accredited Association Grievance Officer shall be entitled to investigate and process grievances during the regular Working Day.
- 19.08 The Employer shall not harass, intimidate, coerce, or penalize in respect of terms and conditions of employment and/or matters related to employment, a Member by reason of their *bona fide* participation in the investigation and/or resolution of a grievance.
- 19.09 The Employer shall provide the accredited Association Grievance Officer and its Executive Director with access to information required for the purpose of investigating and processing a grievance.
- 19.10
- 1) The Association Grievance Officer and its Executive Director shall be entitled to be present at all steps of the grievance and arbitration procedure and shall represent the grievor(s) at all formal steps.
  - 2) Reasonable effort shall be made to settle grievances fairly and promptly. Nothing precludes the Parties from resolving the grievance via mediation, informal discussion, or in any other manner that they deem appropriate. Where this does not result in a satisfactory resolution, a formal grievance may be filed, in the manner set out below.
- 19.11 *Time Limits*
- 1) The Association shall file a grievance according to the procedures outlined in Clause 19.14 within twenty (20) Working Days after the occurrence of the incident giving rise to the grievance, or twenty (20) Working Days from the date it became aware of the events giving rise to the grievance, whichever is later.
  - 2) The time limits specified in this Article may be extended by mutual agreement of the Parties. Moreover, an arbitrator shall have the power to waive time limits on any reasonable grounds. The amended time limits must be specified in writing.
- 19.12 *Technical Irregularities*
- No technical violation or irregularity occasioned by a clerical or typographical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

**19.13**

***Termination of Employment***

- 1) In cases involving dismissal or denial of tenure, the Association shall have the right to take a dispute directly to Step II of the grievance procedure prior to proceeding to arbitration.
- 2) In all cases involving dismissal, denial of tenure, discipline, alleged discrimination or incompetence, the burden of proof shall be on the Employer to establish its case, except that in the case of alleged discrimination the Association shall be required to present evidence first.

**19.14**

***Grievance Procedure***

- 1) A grievance shall be in writing signed by the Association's representative and Member(s) and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought. All grievances filed by the Association at Step I shall be delivered to the Vice-President (Academic) and the Associate Vice-President (Human Resources). All grievances filed at Step II shall be delivered to the President with a copy to the Associate Vice-President (Human Resources) or Designate.
- 2) No later than ten (10) Working Days following the receipt of the grievance, the grievance process will commence at the appropriate step (Individual and Group Grievances at either Step I or Step II, and Policy and Termination/denial of tenure at Step II) and the Administrator or Designate and the Associate Vice-President (Human Resources)/Designate shall meet with the Association's representative(s) and any Members affected.
- 3) Step I Grievance
  - a) No later than ten (10) Working Days following receipt of the grievance, the Vice-President (Academic) or designate and the Associate Vice-President (Human Resources)/Designate shall meet with the Association's representative(s) and any Member(s) affected. The Parties shall make every reasonable attempt to resolve the grievance at this stage.
  - b) If the grievance is resolved at this stage, such settlement shall be put in writing by the Parties and signed by representative(s) of the Employer and the Association within ten (10) Working Days of the meeting at which the resolution was reached.
  - c) In the event that the Association's representative(s) and the Employer's representative(s) cannot resolve the grievance within twenty (20) Working Days of the Step I meeting the Employer's representative shall forward in writing to the Association's representative(s) the reasons for denying the grievance.

#### 4) Step II Grievance

- a) In the event that the Step I grievance meeting does not satisfactorily resolve the grievance, the Association may submit the grievance to the President of the University and the Associate Vice-President (Human Resources)/Designate within ten (10) Working Days of the denial of said grievance at Step I.
- b) Within ten (10) Working Days of receipt of the grievance at this step, the President and Associate Vice-President (Human Resources)/Designate shall meet with the Association's representative(s) and any Member(s) affected. The Parties shall make every reasonable attempt to resolve the grievance at this stage. If the grievance is resolved, such settlement shall be put in writing by the Parties and signed by representative(s) of the Employer and the Association within twenty (20) Working Days after the meeting at which the resolution was reached.
- c) In the event that the grievance cannot be resolved, the President shall forward in writing, to the Association's representative(s), the reasons for denying the grievance.

#### 19.15

##### ***Arbitration***

- 1) When an Individual, Group, or Policy Grievance is not resolved after using the appropriate grievance procedure, either Party may refer the matter to arbitration by providing the other Party with written notice by **electronic** mail of intent to arbitrate, within fifteen (15) Working Days of the other Party's final response.
- 2) Within seven (7) Working days of receipt of the notice to arbitrate, the Parties shall meet to appoint an Arbitrator on **a rotating basis**:
  - a) Michael Werier
  - b) **Blair Graham**
  - c) **Karine Pelletier**
  - d) Arne Peltz
- 3) The persons specified in Clause 19.15(2) above shall serve as single arbitrators in rotation according to the order in which they are listed. If an arbitrator is not available, within a reasonable period of time (not to exceed three (3) months), the next person on the list, shall be selected, and so on, until one (1) of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement, the Parties may select an arbitrator not on the list. Unless exceptional circumstances dictate to the contrary, the arbitration hearing shall be held within two (2) months of the date of the selection of the arbitrator. If none of the persons on the

list is available within two (2) months of the date of their notification by the Parties and if the Parties do not agree on an alternate arbitrator who is available within two (2) months, the Parties shall ask the Minister of Labour to appoint a single arbitrator.

- 4) The arbitrator shall have the duty and power to adjudicate all differences between the Parties and shall have all the powers of an arbitrator as stated in this province's *Labour Relations Act*, as amended from time to time.
- 5) For the purposes of this Article, grievances involving the denial of tenure shall be treated as grievances involving dismissal.
- 6) The arbitrator shall have the power to make an interim order requiring the Employer to provide relief.
- 7) All arbitration expenses, including the remuneration of the arbitrator, shall be shared equally by both Parties, subject to the award of costs by the arbitrator as part of the remedy.

## **ARTICLE 20: REDUCTION OF TEACHING STAFF**

20.01 The Employer may reduce teaching staff in the Collegiate:

- (a) when substantial and recurring financial deficits have occurred or are projected to continue for at least two (2) consecutive years, which affect the total Collegiate budget and which threaten the solvency of the Collegiate as a whole, or
- (b) where enrollment in a course or courses makes it unfeasible to continue to offer the course or courses, or it becomes necessary to combine course assignments, and
- (c) when natural attrition, study leaves, resignations and retirements are not sufficient to effect the necessary staff reduction.
- (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 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 first consideration to retaining Members having the greatest seniority with the Collegiate. The Employer may disregard the seniority of a Member and/or the effect of resignations and retirements and identify another Member for layoff after taking into account the program needs of the Collegiate and the expertise of Members, provided that the senior Member is unwilling to be retrained or cannot retrain in time to meet Collegiate needs.

20.06 (a) For the purpose of this Agreement, seniority shall mean the length of continuous **service** as a Member. Part-time **service** shall be pro-rated for seniority purposes according to the following formula:

$$\frac{\text{No. of sections per year} \times \text{years of service}}{6 \text{ sections}}$$

(b) Where Members have the same length of continuous **service**, the total **service** as an instructor in the Collegiate shall determine seniority.

(c) Where Members have the same total **service** with the Collegiate, the Employer shall determine the order of layoff.

20.07 (a) A Member being laid off shall be given written notice of layoff, including the reason(s) for the layoff, not later than March 1st. The effective date of the layoff shall be August 31. The Association shall receive a list of Members being laid off by March 1st.

(b) In the event the period of notice is less than six (6) months, the Member shall be paid, at their then current salary rate, an amount equal to the difference between six (6) months' salary and the amount earned during the notice period. In no case shall a Member receive less than the equivalent of six (6) months' salary, including salary paid during the notice period, upon layoff.

(c) A Member holding a tenured appointment for longer than six (6) years shall receive one (1) month's salary for each year of continuous tenured service in the Collegiate, including the period of notice, to a maximum of fifteen (15) months' salary.

- 20.08 The Dean shall meet with each Member being laid off, at which time they shall be given the written notice of layoff. The Member shall be given, upon request, a letter of reference for their use.
- 20.09 Members who are laid off shall be named on a re-employment list and shall be recalled in reverse order of layoff provided the Member has the qualifications and the ability to teach the course(s) available. A laid-off Member shall remain on the re-employment list and have the right of first refusal for a period of three (3) years from the date of layoff, except:
- (a) a request in writing that their name be deleted from the list, or
  - (b) refusal of an offer of re-employment in the Collegiate to a position for which they have the qualifications and ability to perform, or
  - (c) failure to respond to a recall notice within twenty (20) calendar days of the notice, or
  - (d) retirement, or
  - (e) refusal to retrain for an available position, shall result in removal of the Member's name from the re-employment list.
- 20.10 The Employer shall not hire an instructor into a teaching position in the Collegiate while there are laid off Members on the re-employment list who possess the qualifications and ability to teach the available course(s). A Member on the re-employment list may apply for any vacancy for which they believe they have the required qualifications. When there is no person on the re-employment list who has the qualifications and ability to teach the course(s) available, retraining shall be offered to persons named on the re-employment list in the order of seniority. The details of the retraining period, remuneration, and other terms of the retraining leave shall be agreed to by the Member, the Dean and the President.
- 20.11 A Member who is recalled to an instructor position shall be placed on the salary scale in accordance with their qualifications and experience as evaluated by the Department of Education at the time of recall. The Member shall also retain all credit for probation, tenure and seniority that was attained at the time of layoff and shall not suffer loss of tenure if the laid off Member held tenure.
- 20.12 The layoff period shall not be deemed an interruption of service with the Collegiate, but shall not be counted for purposes of determining eligibility for leave, experience increments, tenure or probation. A laid off Member shall retain service accumulated to the date of layoff and shall not accumulate additional service until they are recalled to work.
- 20.13 Each laid-off Member may at **their** discretion retain full pension participation subject to provisions of the Plan. Cost of such coverage shall be shared equally

by the Employer and the Member while the Member remains on the payroll and shall be assumed in total by the Member for the remainder of the recall period.

20.14 Layoff shall not be treated, described or recorded as dismissal for cause.

## **ARTICLE 21: HEALTH AND SAFETY**

21.01 The Parties agree that applicable federal, provincial and municipal legislation and regulations shall be the standard for health and safety in the Collegiate at The University of Winnipeg.

21.02 The Employer shall take reasonable measures to maintain the security of the buildings and grounds. Except where prevented by an emergency, Members shall have access to their offices and laboratories at all times.

## **ARTICLE 22: CLASSIFICATION AND SALARIES**

22.01 For the purpose of the salary schedule, Members of the Collegiate Unit shall be classified according to Manitoba Department of Education regulations.

### **22.02 *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:

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

(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 owing within thirty (30) days of their last teaching day.

### **22.03 *Allowance for Teaching Experience on Placement***

For the purpose of placement on the salary schedule, allowance shall be made for all teaching experience recognized by the Department of Education.

### **22.04 *Allowance for Related Work Experience***

For the purpose of placement on the salary scale, experience related to the duties of teachers shall be recognized as follows:



Less than 2 years related experience = minimum step  
2 to less than 5 years related experience = 1 step  
5 to less than 9 years related experience = 2 steps  
9 or more years related experience = 3 steps

Claims for recognition of experience related to the duties of teachers shall be made within five (5) years of acquiring such experience.

**22.05**      *Increments*

Each member paid on a step of the salary grid in **Appendix A** shall receive one increment for each year of teaching experience recognized by the Department of Education until the Member reaches the maximum of their classification. Increments in annual salary shall become effective at the beginning of the pay period which includes the 1st of April each year provided the Member was employed by the Collegiate at the beginning of the Regular Session in the preceding calendar year.

**22.06**      *Anniversary Date*

For the purpose of calculating service to the Collegiate and leave and benefit entitlements, a Member's anniversary date shall be the first day of their continuous full-time employment in the Collegiate.

**22.07**      *Reclassification*

Where a Member has obtained additional qualifications satisfactory to the Department of Education and is, therefore, eligible for reclassification to a higher classification on the 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.

**22.08**      *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:

<u>No. of Overload Sections Taught</u>	X	Member's annual salary
6 sections		

22.09

Auxiliary Sessions

(a) The stipend paid to a Member who elects to teach in an Auxiliary Session in addition to their normal Fall/Winter and Spring or Fall/Winter and Summer teaching load during the calendar year shall be no less than four thousand and one dollars (\$4,001) per section.

(b) If, at the conclusion of registration on the last Working day prior to the start of classes, fewer than eight students are registered for a class, the Dean may cancel that class and advise the Member. If eight or more students are registered at that time, the teacher is required to teach the class.

(c) Members teaching in Auxiliary Sessions shall be paid the stipend over the period of the Session on the bi-weekly pay schedule, until the conclusion of the course. The final payment shall be made in the bi-weekly pay that includes the end of the month in which the course has been completed and all of the responsibilities related to the course have been fulfilled.

(d) A Member who teaches in an Auxiliary Session in lieu of the Spring Day Session or of a portion of the Regular Session does not qualify for the stipend specified in Clause 22.09 (a) above.

(e) A Member who agrees to assume responsibility during an Auxiliary Session for being available to open the Collegiate Office doors to provide access to other instructors and to subsequently lock the doors after such access shall be paid at the rate of one hundred fifty dollars (\$150) for the session.

22.10

*Cancellation of Courses*

The Dean retains the right to cancel any classes or course for administrative, staffing or enrolment reason in consultation with the Member(s) affected. When the Dean cancels an Auxiliary Session course which is not a part of a Member's normal teaching load, a Member shall be paid a stipend of one hundred dollars (\$100) for each section they were scheduled to teach that was cancelled.

22.11

***Compensation for Part-Time Appointments***

**Members with part-time appointments shall be compensated according to the salary schedule in Appendix A pro-rated by the number of sections taught on the following basis:**

<u>No. of Sections Taught</u>	X	Member's Annual Salary
6 sections		

## 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 changed by recommendation of the Joint Employee Benefits Committee (in the case of all benefits excluding the Pension Plan) or the University of Winnipeg Trusteed Pension Plan Board of Trustees (in the case of the Pension Plan) and approved by the Board of Regents where appropriate.

(b) The Employer agrees to maintain its share of contributions to the Pension Plan and other benefits during the Member's period of paid **medical** leave, paid educational leave and/or paid research leave.

(c) The Employer agrees to maintain an Employee and Family Assistance Program that is equivalent to that provided to other employee groups within the University. The cost of the program shall be paid by the Employer.

23.02 The Parties shall maintain a Joint Employee Benefits Committee with membership as follows:

3 representatives from U.W.F.A.;  
3 representatives from AESES;  
1 representative from the U.W.F.A. (Collegiate Unit)  
3 representatives of the Employer;  
1 representative from I.U.O.E., Local 987; and  
1 representative from the excluded employee groups.

Annually, and as changes are made, the Association shall be notified of the composition of the Joint Employee Benefits Committee.

The Committee shall operate under the Terms of Reference dated November, 2003 as agreed upon by the Parties to this collective agreement.

The Committee shall be provided with the necessary information and documents relevant to its Mandate as set out in the Terms of Reference.

The Terms of Reference shall be reviewed and amended from time to time.

23.03 The Employer shall provide access to all benefit plans information on the Human Resources website as described in Clause 23.01.

23.04

*Travel and Professional Development Account*

(a) Effective September 1<sup>st</sup> of each year, the Employer shall make available a sum of thirteen hundred and forty-seven dollars (\$1,347) to each Member for travel and professional development.

(b) The annual TPDA amount shall be reduced on a pro-rated basis for Members who go on a reduced **appointment, a part-time appointment, or partial leave.**

(c) The TPDA shall not accrue to a Member while on leave pursuant to Clauses 28.15, 28.27, 28.28 and 28.32 – 28.38 except that a Member on leave may have access to carry-over amounts from previous years pursuant to Clause 23.04 (d).

(d) On August 31, any unexpended portion of a Member's TPDA shall be automatically carried over into the next Academic Year. As early as reasonably possible, all Members will be notified by the Office of the Dean of the funds in their TPDA at the beginning of the Academic Year. Unexpended TPDA funds may be carried over to a third consecutive Academic Year. Carry over to a fourth consecutive year will not be permitted. For the purpose of calculating the money available for carry over, the fund shall be administered on a "first-in, first-out" basis.

*Travel with TPDA*

(e) A Member may use this account to pay for travel and travel-related expenses related to the performance of their professional responsibilities. This includes attending workshops, study sessions or conferences necessary to communicate and extend their knowledge. Such expenditures shall be made in accordance with University policies and procedures related to travel (*Travel, Hospitality and Business Expenditures Policy*).

(f) A Member shall present an application for travel to the Dean who shall approve it provided that such travel is for the purposes specified in Clause 23.04 (e) and provided further that the Member's obligations and responsibilities are covered during **their** absence.

*Other Purchases with TPDA*

**All items purchased with TPDA are University assets, and items over \$1,000 are to be purchased in accordance with the University's Purchasing Policy.**

- (g) A Member may use TPDA to pay for membership in professional associations, or to purchase items such as books, journals, or equipment, related to the performance of their professional responsibilities. **The Member may apply to the Dean for payment or reimbursement at any time that they have accumulated receipts totaling at least two-hundred fifty dollars (\$250) or the remainder of the Member's allowance, whichever is the lower amount.**

- (h) The Dean must review and approve all purchase of items prior to the submission to Purchasing and/or Financial Services. Should a Member be uncertain whether TPDA may be used to purchase an item of any value, it is incumbent on the Member to seek opinion from the Dean in advance of the purchase. **Members shall be responsible for any purchases inconsistent with the University's Purchasing Policy.**
- (i) The TPDA is a non-taxable benefit, and for that to be maintained, any personal benefit to the Member resulting from the TPDA expenditures must be incidental.
- (j) A Member may request to purchase a University asset that was acquired with TPDA funds, either at the time that the asset is scheduled for disposal, or when the Member resigns or retires. Such request shall be submitted to the Dean, and shall be considered in accordance with the University's Surplus Assets Disposal Procedure.
- (k) Members travelling on authorized University business, except those travelling under the provisions of Clause 23.04 (e), shall be reimbursed for incurred expenses in accordance with current University policy.

23.05

*Tuition Scholarship Program*

- (a) The Employer will establish and maintain a University Tuition Scholarship Program to which eligible Members and other eligible employees, their spouses and their eligible dependents may apply. For the purpose of this Clause eligible Member shall be defined as a full-time or part-time (at least 50% of the normal workload) Member with a probationary, tenured, or continuing or term appointment of more than two (2) consecutive years. Eligible dependents **shall be the Member's** children **and** stepchildren. All eligible dependents must be unmarried and under the age of **twenty-one (21)** and dependent on the Member for support; or unmarried and under the age of twenty-five (25) and a full-time student of The University of Winnipeg. The age restrictions do not apply to a **child living with a disability**. The applicants must meet the eligibility requirements as of the first day of classes for the term in which the Applicant is applying for the Tuition Scholarship Program.
- (b) The Tuition Scholarship Program will be administered by the Employer and will provide scholarships for credit courses leading to the applicant's first undergraduate degree. For the purpose of this clause the University of Winnipeg **Bachelor of** Education degree shall be considered as a first undergraduate degree. Scholarships will apply only to credit courses completed at The University of Winnipeg or where The University of Winnipeg Bachelor of Education Program requires students to complete courses offered by another institution. The scholarships shall be equal to the tuition fees paid for courses which the applicant has completed with the grade of C or better within the twelve (12) month period ending June 30th immediately preceding the application. Tuition fees shall not include special charges associated with certain courses, such as supplementary course service fees, travel costs, student association fees, caution fees or any other charges or expenses added

to the normal standard fees. The maximum value of scholarship support available to an applicant will be the minimum number of full course equivalents required to complete one undergraduate degree program at the University of Winnipeg as defined by Senate regulations. Applicants are required to pay all fees according to the University's normal schedule of fees and associated deadlines.

23.06 *Collegiate Tuition Scholarship Program*

(a) The Employer will establish and maintain a Collegiate Tuition Scholarship Program to which eligible Members and other eligible employees and their eligible dependents may apply. For the purpose of this Clause, eligible Member shall be defined as a full-time or part-time (at least 50% of the normal workload) Member with a probationary, tenured, continuing or term appointment of more than two (2) consecutive years. Eligible dependents shall be **the Member's** children and stepchildren who are unmarried and under the age of **twenty-one** (21) and dependent on the Member for support; or unmarried and under the age of twenty-five (25) and a full-time student of the collegiate. The age restrictions do not apply to a **child living with a disability**. The applicants must meet the eligibility requirements as of the first day of classes for the term in which the applicant is applying for the Tuition scholarship Program.

(b) The Tuition Scholarship Program will be administered by the Employer and will provide scholarships for courses taken at the Collegiate. The scholarships shall be equal to forty (40) percent of the tuition fees paid (before any special, additional fees or levies) for courses which the applicant has completed with the grade of C or better within the twelve (12) month period ending June 30<sup>th</sup> immediately preceding the application. Applicants are required to pay all the fees according to the Collegiate's normal schedule of fees and associated deadlines.

23.07 *Parking*

Parking shall be **allocated in accordance with the University's *Parking Policy***.

23.08 *Physical Education/Recreation Facilities*

Members, their spouses and children shall have access to the physical education and recreation facilities of the University during their normal hours of operation on the same basis as the facilities are available to the faculty and staff of the University.

23.09 *Wellness and Sustainability Account*

**The Employer will establish an Employer-paid Wellness/Sustainability Account of one hundred fifty dollars (\$150) per Member per calendar year. Eligible items will be determined by the Employer and will be communicated to Members.**

## **ARTICLE 24: COLLEGIATE LABOUR MANAGEMENT COMMITTEE (LMC)**

24.01 Recognizing the mutual benefits to be derived from joint consultation, the Parties agree to **maintain a Labour Management** Committee (LMC).

### *24.02 Jurisdiction*

The LMC shall only review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 19. It shall not have the power to add to or modify in any way the terms of this Agreement, but shall function in an advisory capacity to the Association and/or the Employer with the general aim of ensuring that this Agreement is administered in a spirit of co-operation and mutual respect. The LMC shall, further, direct itself to the fulfillment of any tasks explicitly assigned by this Agreement to the LMC required to bring into effect and implement the provisions of this Agreement.

24.03 The LMC shall be comprised of three (3) representatives of the Association and three (3) representatives of the Employer including two (2) representatives from Senior Administration and one (1) representative from Human Resources. A quorum shall be four (4) members, provided that two (2) representatives of each Party are present.

24.04 The LMC shall determine its own procedures, subject to the following provisions:

(1) The LMC shall be chaired jointly by a representative of the Association and a representative of the Employer, who shall together be responsible for preparing and distributing the agenda for meetings, and shall alternate in presiding over meetings.

(2) The LMC shall meet at the call of either chair, normally within thirty (30) days.

(3) Minutes shall be taken at these meetings.

Nothing here precludes the Presidents of the Association and the University, or their Designates, from meeting to discuss matters of mutual interest, at the request of either Party.

24.05 Minutes of all meetings shall be provided to committee members, the President of the Association, the Vice-President (Academic), the Associate Vice-President (Human Resources), and the Dean of the Collegiate.

## **ARTICLE 25: OUTSIDE PROFESSIONAL ACTIVITIES**

25.01 The nature of the professional competence of Members may afford opportunities for the exercise of that competence outside the Member's regular duties and responsibilities to the Collegiate on both remunerative and non-

remunerative bases. Recognizing that such professional activities can bring benefit to and enhance the reputation for the Collegiate Division and Members of the Collegiate Unit of the Association, Members may engage in part-time professional activities, paid or unpaid.

- 25.02 A Member may participate at their discretion in the activities of professional societies or associations outside of the Collegiate provided that such participation does not interfere with their duties and responsibilities to the Collegiate as specified in this Collective Agreement. Permission from the Dean must be obtained prior to the Member's participation in activities of such societies and associations whenever such participation would require time off during normal school hours or absence from duties and responsibilities in the Collegiate. In such situations an attempt shall be made to arrive at a mutually satisfactory arrangement in advance between the Member and the Dean.
- 25.03 Where a Member wishes to use the Collegiate/University facilities, supplies or services for purposes related to their outside professional activities, permission for their use must be 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 shall not purport to represent the Collegiate or the University or speak for it or them or to have approval for any communication without prior written approval in each instance from the President or their Designate, although nothing shall prevent the Member from stating the nature and place of their employment and/or their position in connection with outside professional activities, pursuant to this Article.
- 25.05 Members shall inform the Dean of the nature and scope of outside or other University of Winnipeg professional activities of a substantial nature to ensure that such activities do not interfere with the Member's duties and responsibilities to the Collegiate. Permission from the Dean must be obtained prior to the Member's acceptance in the aforementioned activities whenever it is known that such participation would require time off during normal school hours or absence from duties and responsibilities in the Collegiate. In such situations, an attempt shall be made to arrive at a mutually satisfactory arrangement in advance between the Member and the Dean.

## **ARTICLE 26: AMENDMENTS TO THE UNIVERSITY OF WINNIPEG ACT**

- 26.01 The Parties shall arrange for joint consultation on formal submissions to the Province of Manitoba with respect to the University of Winnipeg Act, where such submissions clearly affect the Collegiate Division. Such consultation shall not preclude either Party from making independent submissions to the Province.
- 26.02 The Employer shall inform the Association of the details of all correspondence between the Province of Manitoba and the Board with respect to the Act where



such correspondence clearly affects the Collegiate Division, within five (5) Working days of receipt of such correspondence.

- 26.03 The Association shall inform the Employer of the details of all correspondence between the Association and the Province of Manitoba with respect to the Act, where such correspondence clearly affects the Collegiate Division, within five (5) Working days of the date of the correspondence.

## ARTICLE 27: ANNUAL EVALUATION

- 27.01 The Parties recognize the principle of annual evaluation of a Member's performance of their responsibilities to the Collegiate Division pursuant to this Collective Agreement.
- 27.02 Each Member shall establish a teaching dossier pursuant to the requirements of 27.03, contribute components to it annually and submit these to the Dean by September 30th of each year.
- 27.03 i) The dossier must include:
1. Annual professional growth plan.
    - a) Areas of focus.
    - b) Related professional growth activities.
  2. Other professional development activities.
  3. Course Outlines.
- ii) The dossier may include:
1. Committee work.
  2. Personal/professional achievements.
- 27.04 The Dean will respond to the Member's annual teaching dossier by December 31st of each year.
- 27.05 When the Dean decides to make a formal evaluation, such evaluation shall be communicated, in writing, to the Member and placed in the Member's personnel file. The Member and/or the Dean may request that peer evaluations inform this evaluation by the Dean. The Member may respond in writing to this evaluation and has the right to have this response placed in their personnel file.

## ARTICLE 28: LEAVES

- 28.01 *Educational Study Leave*  
**Each year, the Employer shall attempt to make at least one full and one partial educational study leave available to tenured Members in order to foster their effectiveness as teachers. A research leave may be substituted for an educational study leave where circumstances warrant.**

Tenured Members shall be eligible for a full educational study leave after every six (6) years of full-time tenured service in the Collegiate. A Member shall be eligible for a spring or summer educational study leave for a period of two (2) months (May/June or July/August) after every four (4) years of full-time tenured service in the Collegiate. For first-time applicants, the number of consecutive years of service in a full-time probationary appointment prior to the granting of tenure shall count towards determining eligibility for educational study leave. The Employer shall have the discretion to approve applications for educational study leave where applicants do not meet the eligibility requirements listed above.

28.02 (a) A full educational study leave will be for a period of twelve (12) consecutive months including the Regular, Spring and Summer Sessions and shall begin on May 1st, July 1st or September 1st as arranged with the Employer.

(b) A Member may choose, upon agreement with the Employer, a partial educational study leave for the Regular Session (September to April) in lieu of a full education study leave on a pro-rated full leave salary.

28.03 Members on **full** educational study leave shall receive salary paid bi-weekly based upon 70% of base salary of the Member at the time the leave is taken.

28.04 Members on educational study leave shall be eligible for all general salary adjustments effective at the prescribed time of year except that the period of time on educational study leave shall not be counted as service for the purpose of salary increments.

28.05 While on educational study leave a Member shall be entitled to apply for the use of Collegiate travel funds.

28.06 Time taken on educational study leave shall not constitute a break in service or disruption of tenure. A leave of absence with pay will not constitute a break in service but shall not be counted toward leave entitlement.

28.07 A Member shall make application to the Dean of Collegiate for educational study leave by October 1st for leaves commencing the following May 1st or July 1st subject to satisfactory staffing arrangements, or by November 1st for leaves commencing the following September. The Dean shall not make any firm commitment to hire a term replacement for the Member taking a full educational study leave prior to five (5) months before the commencement of the leave.

28.08 (a) Upon receipt of the application for educational study leave the Dean shall chair an ad hoc committee established by and from the Members to assist with vetting of the applications. The committee shall consist of at least three (3) members including the Dean and two full-time tenured Members, one each from arts and from science areas.

(b) No Member shall serve on such a committee when their own application is to be considered.

(c) The study leave committee shall vet the application(s) in the light of the curriculum requirements of the Collegiate Division and the resulting benefit to both the Collegiate and to the Member.

(d) The Dean may forward their own recommendation along with that of the committee to the Vice-President (Academic). The Vice-President (Academic) shall forward these recommendations along with their recommendation to the President. The candidate shall be informed of the decision. Decisions on the granting of educational study leave shall be made at least six (6) months prior to the commencement of the leave.

(e) Should the study leave be granted, any change in the proposal must be vetted by the committee. The Dean may forward their own recommendation along with that of the committee to the Vice-President (Academic). The Vice-President (Academic) shall forward these recommendations along with their own to the President. The **Member** shall be informed of a decision within ten (10) Working days from the date of notification of such proposed change.

28.09 A Member granted educational study leave will be required to sign an agreement that they will return to their normal duties at the Collegiate/University following the expiry of the leave and will remain in the employ of the Collegiate/University for a period of three (3) years in the case of a full educational leave of twelve (12) months or for a period of one (1) year in the case of a spring or summer educational study leave. If the Member fails to return to the Collegiate or resigns or retires prior to the completion of obligatory service, the Member shall reimburse the Collegiate the gross amount of the salary as specified in Clause 28.03, the Employer share of pension contributions, and benefits received from the Employer during the educational leave, on a pro-rated basis. The requirement for return of service may be waived in writing by the Employer in exceptional circumstances.

28.10 A Member granted educational study leave shall be obliged to complete a Study Leave Information Form provided by the Dean by August 31 prior to the commencement of the leave. This form will include only information necessary for the Dean in order that they may keep in contact with the Member during the leave and verify the educational study leave program. Upon request, the Member shall provide the Dean with any information relating to the Member's program of study. A reasonable amount of time will be provided to comply with such a request, if required. Within two (2) months of the end of the educational study leave, a Member shall submit a written report to the Dean as to the scholastic and professional activities undertaken during that leave.

28.11 In the event that an application for educational study leave is not approved, the Dean will provide the Member with feedback as to what, if any, changes could be made to the application to improve the likelihood of success of future applications. A written summary of this feedback will be provided to the Member upon their request.

## 28.12

### *Research Leave*

A Member who has previously completed a Master's degree, may apply for a Research Leave instead of an **educational study** leave in which case the eligibility criteria and all related processes associated with an **educational study** leave as set out in Clauses 28.01 to 28.11 shall apply except as modified herein:

(a) Clauses 28.01, 28.02 and 28.04 – 28.06 shall apply to Research Leave in the same manner as to **educational study** leave.

(b) Clause 28.03 shall be replaced with the following:

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 1st, a Member shall make an application, supported by a detailed research proposal, to the Dean of the Collegiate for a Research Leave that would commence the following academic year, if approved.

The Dean shall not make any firm commitment to hire a term replacement for the Member taking a full Research Leave prior to five (5) months before the commencement of the leave.

(d) Clauses 28.08 - 28.11 shall be modified as follows:

Upon receipt of the application for research leave, the Dean shall establish an ad hoc committee to vet the application(s) in the light of the curriculum requirements of the Collegiate Division and the resulting benefit to both the Collegiate and to the Member. The committee shall consist of at least three (3) members including an Associate Dean and two full-time tenured Members, one each from arts and from science areas.

No Member shall serve on the committee if to do so would create either a real or perceived conflict of interest.

By November 30th, the Dean shall forward the Member's application and the Dean's recommendation(s) along with that of the Collegiate and University committees to the Vice-President (Academic). The Vice-President (Academic) shall forward these recommendations along with their recommendation to the President.

The Member shall be informed of the decision concerning their research leave application at least five (5) months prior to the commencement of the leave.

Should the study leave be granted, any significant change in the research proposal must be vetted by the **Dean and the Collegiate**. The Dean may

forward their own recommendation along with that of the committee to the Vice-President (Academic). The Vice-President (Academic) shall forward these recommendations along with their own to the President. The candidate shall be informed of a decision within twenty (20) Working days from the date of notification of such proposed change.

A Member granted research leave will be required to sign an agreement that they will return to their normal duties at the Collegiate/University following the expiry of the leave and will remain in the employ of the Collegiate/University for a period of three (3) years in the case of a full research leave of twelve (12) months or for a period of one (1) year in the case of a spring or summer leave. If the Member fails to return to the Collegiate or resigns or retires prior to the completion of obligatory service, the Member shall reimburse the Collegiate the gross amount of the salary as specified in Clause 28.12(b), the employer share of the pension contributions, and benefits received from the Employer during the research leave, on a pro-rated basis. The requirement for return of service may be waived in writing by the Employer in exceptional circumstances.

Within two (2) months of the end of the research leave, a Member shall submit a written report to the Dean as to the research activities undertaken during the leave and the results pertaining.

**28.13** Members are entitled to leaves to attend conferences, workshops and study sessions away from the Collegiate campus with the prior knowledge and approval of the Dean. Every effort shall be made to grant financial assistance upon request.

**28.14** *Jury and Witness Duty*  
A Member who has been summoned for jury duty or as a witness by any body in Canada with the power of subpoena shall be granted paid leave of absence during the period of service to the court or summoning body.

**28.15** *Political Leave*  
A Member planning to allow their name to stand either before a party convention or for actual nomination for an election to a federal, provincial, or municipal office shall notify the Dean within a reasonable time and make arrangements with the Dean to ensure that the Member's responsibilities can be carried out during the nomination and election campaigns.

**28.16** A Member elected to office shall be entitled to leave of absence as follows:

(a) to appointment as a Minister of the Crown or Leader of the Opposition; leave of absence without pay up to five (5) years while holding such office.

(b) to the Parliament of Canada, the Legislature of Manitoba, the Mayoralty of the City of Winnipeg, or Reeve of a Municipality; leave of absence without pay for one (1) term of office.

(c) Term of office shall be taken to include the period between dissolution of Parliament or of the Legislature or expiry of a Municipal Council, and the subsequent election. Beyond such period of time, or if the Member ceases to hold office (office being taken to include the period ending with the individual's failure to be re-elected), the Member must either resign their Collegiate position, or return to full-time duties at the Collegiate or be granted additional leave without pay at the discretion of the Employer.

28.17 The Employer shall arrange in consultation with the Dean for a substitute or shall provide appropriate remuneration to Members who assume the responsibilities of colleagues on political leave.

28.18 A Member on political leave pursuant to Clause 28.15 shall have the right to participate at their own expense in employee benefit plans, unless prohibited from doing so by the plan(s) and subject to Canada Revenue Agency restrictions.

28.19 A Member shall return from political leave to the same rank and appointment classification as they held at the time leave was granted, and shall be paid the salary they received when leave was granted plus any across-the-board adjustments paid to Members in their classification during the period of leave.

28.20 *Unpaid Leave of Absence*

Leave of absence without salary may be granted to a Member for a period of time mutually agreeable to the Employer and the Member. A leave of absence without salary shall not constitute a break in service but shall not be counted as service to the Collegiate for the purpose of step increments on scale, leave and benefit entitlement.

a) **A leave of absence without pay beginning September 1<sup>st</sup> shall normally be requested to the Dean by September 1<sup>st</sup> of the preceding Regular Session.**

b) **A leave of absence without pay effective beginning May 1<sup>st</sup> shall normally be requested to the Dean by May 1<sup>st</sup> of the preceding Spring Day Session.**

c) **In exceptional circumstances where a Member is unable to comply with the dates in 28.20(a) or (b), the Employer shall not unreasonably refuse to consider applications made outside of the prescribed dates.**

28.21 A Member taking a leave of absence without salary to hold a position in The University of Winnipeg shall count the years of leave toward seniority and shall, on return to the Collegiate, receive all across-the-board general salary adjustments received by Members in their classification during the period of leave.

28.22 A Member taking leave of absence without salary pursuant to Clauses 28.20 and 28.21 shall have the right to participate at their own expense in the benefit

plans unless prohibited from doing so by the plan(s) and subject to Canada Revenue Agency restrictions.

**28.23      *Interpersonal Violence Leave***

**Employees subject to interpersonal violence or who are the parent of a dependent child who is subject to interpersonal violence shall be granted Interpersonal Violence Leave as provided for by the *Employment Standards Code* and amended from time to time.**

**28.24      *Maternity and Parental Leave***

The purpose of Maternity Leave is to provide a pregnant Member with leave for childcare which is necessitated by the birth of that Member's child.

The purpose of Parental Leave is to provide a Member with leave for child care which is necessitated by the birth or adoption of a 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).

**28.25      *Maternity Leave with Allowance***

(a) In order to qualify for benefits under this provision a Member must:

(i) be in a probationary, or tenured appointment immediately prior to the date on which the proposed leave commences; and

(ii) have completed either:

x. twelve (12) consecutive months of **full-time** paid employment with the University; or

y. twelve (**12**) months of **full-time** paid employment with the University, inclusive of a term of at least eight (8) months in the Academic Year immediately preceding the Member's appointment to a probationary or tenured position.

immediately prior to the date on which the proposed leave commences; and

(iii) submit to the Dean a **notice** in writing for leave under this provision prior to the commencement of the academic term during which the requested leave would occur;

and

(iv) provide Human Resources with a certificate from a duly qualified medical practitioner certifying that the Member is pregnant and specifying the estimated date of delivery;

and

- (v) upon request, provide proof that the Member has applied for Employment Insurance (EI) maternity benefits and that Service Canada has agreed that the Member has qualified for and is entitled to such EI maternity benefits pursuant to the *Employment Insurance Act*, **as currently in force**.

(b) A Member who qualifies under this provision is entitled to a maternity leave consisting of a period of seventeen (17) weeks plus an additional period equal to the period between the estimated day of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

(c) During the period of maternity leave, the Member who receives EI maternity benefits pursuant to the *Employment Insurance Act*, and who has met the eligibility requirements in Clause 28.25 (a), is entitled to a maternity leave allowance as follows, where “weekly salary” = annual salary / 52 weeks):

- i) for the first week the Member shall receive from the Employer ninety-five percent (95%) of the Member's weekly salary;
- ii) up to a maximum of sixteen (16) additional weeks, the Member shall receive payments from the Employer equivalent to the difference between the EI maternity benefits they are eligible to receive and ninety-five percent (95%) of **their** weekly salary;
- iii) the combination of payments from the University under this provision, EI benefits, and any earnings received from all sources cannot exceed one hundred percent (100%) of the Member's salary for the period of maternity leave taken by the Member;
- iv) The maternity leave must commence no later than the date of delivery. The leave must be taken in one consecutive period.
- v) An applicant for maternity leave under this provision will be required to sign an agreement in which they commit that they will return to their normal duties and will remain in the employ of the University for a period of time equivalent to the maternity leave.
- vi) Failure to return for the time period specified above will result in a requirement for repayment of the gross amount of the maternity leave allowance as specified in sub-clauses 28.25(c)(i) and (ii), the **Employer** share of pension contributions and benefits received from the Employer during the maternity leave.
- vii) Contributions to the pension plan and staff benefits plans shall be continued by the University and the Member throughout the period of leave on the basis of one hundred percent (100%) of annual salary. The Member's contributions will be deducted from the maternity



leave allowance. The period of maternity leave shall be credited towards years of service in the calculation of pension benefits subject to Canada Revenue Agency restrictions.

(d) A Member who holds a probationary appointment should consult Clause 11.04 regarding an extension to their maximum untenured period.

(e) A Member who has been granted a maternity leave shall, upon written application to the Dean, be granted an additional contiguous parental leave with allowance pursuant to Clause 28.27 and an additional contiguous parental leave without allowance pursuant to Clause 28.28 such that the total period of leave is not greater than seventy-eight (78) weeks.

**28.26**      *Maternity Leave without Allowance*

A pregnant Member who has been employed by the Employer for at least seven consecutive months, but who does not meet the eligibility requirements for a maternity leave allowance under Clause 28.25 is entitled to 17 weeks of maternity leave without pay. The Member must provide written notice to the Dean at least four (4) weeks before the start of the maternity leave and provide Human Resources with a medical certificate specifying the expected date of delivery. **A Member who has been granted maternity leave without allowance shall, upon written notice to the Dean, be granted an additional contiguous parental leave without allowance pursuant to Clause 28.28 such that a total period of leave is no greater than sixty-three (63) weeks.**

See also Clause 28.28 Parental Leave without Allowance.

**28.27**      *Parental Leave with Allowance*

**28.27.1**      For the purposes of this Article, the Standard Benefit is defined as the employment insurance parental benefits period of up to thirty-five (35) weeks at a benefit rate of fifty-five percent (55%) of average weekly earnings, claimed within a fifty-two (52) week period.

For the purposes of this Article, the Extended Benefit is defined as the employment insurance parental benefits period of up to sixty-one (61) weeks at a benefit rate of thirty-three percent (33%) of average weekly earnings, claimed within a seventy-eight (78) week period.

**28.27.2**      **There shall be one period of parental leave with allowance per pregnancy or adoption.** 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 **the** 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:

x) twelve (12) consecutive months of paid employment with the University inclusive of any maternity leave taken; or

y) twelve months of paid employment with the University, inclusive of a term of at least eight (8) months in the Academic Year immediately preceding the Member's appointment to a probationary, or tenured position, immediately prior to the parental leave;

iv) submit to the Dean a **notice** in writing for leave under this provision prior to the commencement of the academic term during which the requested leave would occur unless the application has already been made with respect to maternity leave; and

v) provide Human Resources with proof that the Member has applied for EI parental benefits and that Service Canada has agreed that the Member has qualified for and is entitled to such EI parental benefits pursuant to the *Employment Insurance Act*.

(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) The leave must be taken in one consecutive period. A Member taking parental leave, in addition to maternity leave, must commence the parental leave immediately following the maternity leave prior to their return to work;

(d) During the period of parental leave under this provision, the Member who receives either the Standard Benefit or Extended Benefit and who has met the eligibility requirements in Clause 28.27.2 (a), is entitled to a parental leave allowance as follows, where "weekly salary" = annual salary / 52 weeks):

i) where EI has determined that there will be a one (1) week waiting period before EI parental benefits begin:

a. for the first week, the Member shall receive ninety-five percent (95%) of the Member's weekly salary during the one (1) week waiting period, and

b. up to a maximum of fourteen (14) additional weeks where the Member shall receive payments equivalent to the difference between the Standard Benefit and ninety-five percent (95%) of the Member's weekly salary;

- ii) where a Member takes parental leave following a seventeen (17) weeks Maternity Leave with Allowance, and no EI waiting period must be served:
    - a. up to a maximum of fifteen (15) additional weeks where the Member shall receive payments from the Employer equivalent to the difference between the Standard Benefit and ninety-five percent (95%) of the Member's weekly salary;
  - iii) the combination of payments from the University under this provision, EI benefits, and any earnings received from all sources cannot exceed one hundred percent (100%) of the Member's salary for the period of parental leave taken by the Member;
- (e) An applicant for parental leave under this provision is required to sign an agreement in which the Member commits to return to normal duties and to remain in the employ of the University for a period of time equivalent to the parental leave (**excluding medical leave**) provided to the Member under this provision.
- (f) The Member will return on the date of the expiry of the leave unless this date is modified by mutual agreement.
- (g) Failure to return for the time period specified above will result in a requirement for the Member to repay the **value** of the parental leave allowance as specified in sub-clauses 28.27.2 (d)(i) and (iii), the Employer share of pension contributions, and benefits received from the Employer during the parental leave.
- (h) Contributions to the pension plan and staff benefits plans shall be continued by the University and the Member throughout the period of leave on the basis of one hundred percent (100%) of annual salary. The Member's contributions will be deducted from the parental leave allowance. The period of parental leave shall be credited towards years of service in the calculation of pension benefits subject to Canada Revenue Agency restrictions.
- (i) A Member who holds a probationary appointment should consult Clause 11.04 regarding an extension to the **Member's** maximum untenured period.
- (j) A Member who has been granted a parental leave allowance **which is not preceded by a maternity leave** shall, upon written **notice** to the Dean, be granted an additional contiguous parental leave without allowance such that the total period of parental leave is not greater than sixty-three (63) weeks.

## 28.28

### *Parental Leave without Allowance*

**Where both parents are Members, each Member is entitled to take up to sixty-three (63) weeks of parental leave without allowance.** The total period of parental leave is not greater than sixty-three (63) weeks **and subject to the limits set out in Clauses 28.25(e), 28.27 and 28.27(2)(j). The Member taking**

**parental leave without allowance may do so simultaneously or contiguously with the Member taking parental leave with allowance.**

(a) A Member is entitled to and shall be granted parental leave without allowance for a period of up to sixty-three (63) consecutive weeks provided that the Member:

i) is the parent of a newborn 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);

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 a **notice** 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 **notice** 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 **or permanent placement** 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 probationary appointment should consult Clause 11.04 regarding an extension to their maximum untenured period.

- 28.29      *Compassionate Care Leave*  
Members who require more than three (3) days of leave to provide care or support to a seriously ill family member and have been employed for more than ninety (90) calendar days of employment are entitled to unpaid Compassionate Care Leave of up to twenty-eight (28) weeks as per the Compassionate Care Leave provisions in s.59.2(l) to 59.2(8) of the *Employment Standards Code, C.C.S.M., c, E110*, and as it may be amended. The Member may be eligible for Employment Insurance (EI) benefits. At the end of the twenty-eight (28) weeks, the Member shall return to their former position.
- 28.30      *Bereavement Leave*  
Members shall be granted:  
(a) four (4) consecutive Working days leave without loss of pay upon notification of the death of a parent, parent of spouse, spouse or child;  
  
(b) three (3) consecutive Working days leave without loss of pay upon notification of the death of a brother, sister, grandparent, grandchild, or any relative with whom the Member permanently resided.
- 28.30.1      Whenever possible, before taking such leave, a Member shall notify the Dean so that arrangements can be made to carry on the Member's duties during the period of absence.
- 28.31      *Emergency Leave*  
In case of emergency a Member shall be granted short periods of time during the regular working day to attend to personal emergencies without loss of pay. The Member shall make reasonable effort to notify the Dean in advance.
- 28.32      *Medical Leave*  
Members with regular appointments who are unable to **perform** their duties **for medical reasons** shall be entitled to receive one hundred percent (100%) of salary and benefits for **the duration of illness or injury up to** a maximum of one hundred and eighty (180) calendar days of absence. The Long-Term Disability (LTD) may continue to cover eligible Members immediately thereafter, subject to their acceptance under that plan, after the one hundred and eighty (180) calendar day period has elapsed.
- 28.33      Members shall notify the Dean of their absence, and its probable duration as soon as is reasonably possible. Members may be required to submit a medical certificate to cover illnesses and/or injuries which cause more than five (5) Working days absence. The medical certificate shall state the dates on which the Member was unable to attend work and the general nature of the sickness or injury. In the case of an absence for a lengthy duration, the certificate shall state a prognosis as to the expected date of return to work. Where the Employer is not satisfied with the information contained in the medical certificate provided by the Member, the Employer may request additional information on a form

provided by the Employer. If a Member fails to furnish a medical certificate when requested, their absence from work for the period after the five (5) Working days absence may be considered as unauthorized and consequently without pay.

- 28.34 In cases of long term or frequent **medical** leave claims, the Employer may require the Member to obtain a second medical opinion by having the Member take part in an independent medical examination. A physician shall be provided by the Employer through its service provider to conduct the independent medical examination. The Employer shall provide the Member with the physician's name along with the date, time and location of the examination. The Member will provide written authorization for their physician to make available to the physician conducting the independent medical examination such information as that physician may require. The Employer will pay the full cost of the independent medical examination. Normally, the independent medical examination will take place during the Member's regular working hours and the Member shall suffer no loss of wages for taking part in the examination.
- 28.35 The precise details of the second medical opinion report generated from the independent medical examination shall be treated as confidential between the Member's physician(s) and the Employer's service provider. A summary of the information contained in the second medical opinion report (including the general nature of the disability and the statement(s) of the physician providing the independent medical examination regarding the effect the disability may have upon the Member in the workplace) shall be prepared by the Employer's service provider and provided to representatives of the Employer who require the information in order to make an informed decision concerning the Member's **medical** leave entitlement. In circumstances where additional details of the second medical opinion report are required by the Employer to address such matters as a request for an accommodation, such details shall be provided to the appropriate representatives of the Employer on a need-to-know basis, and the Member shall be notified that such additional details have been sought.
- 28.36 If the Member does not provide the written authorization referenced in Clause 28.34, or refuses to participate in the independent medical examination, their absence from work may be considered as unauthorized and consequently without pay.
- 28.37 After one hundred and eighty (180) calendar days **medical** leave, a Member is entitled to a maximum of two (2) years **medical** leave without pay if they are not eligible for benefits under the Long-Term Disability plan, subject to providing reasonable medical documentation. If they are replaced while on such leave, their replacement's term of appointment shall be governed by Clause 9.07 and the Member may not return from **medical** leave to their regular duties before the replacement's contract has expired. If a Member recovers before the termination of the replacement's appointment and is not entitled to benefits under the LTD plan, the Member shall be assigned appropriate responsibilities consistent with Article 8 and after consultation between the Member and the Dean.

28.38 Members with full-time term appointments shall be eligible to receive paid **medical** leave at one hundred percent (100%) of salary and benefits for a maximum of thirty (30) calendar days per year. Members with part-time term appointments and appointments of less than ten (10) months shall be eligible to receive a pro-rata share of thirty (30) calendar days per year. **Medical** leave benefits are payable only during the term of the Member's appointment and shall cease at the end of **their** term.

28.39 *Reinstatement of **Medical** Leave*

When it is determined that a Member who has been absent on **medical** leave is able to return to work and has a reoccurrence of the same or related injury or illness, then the following shall apply:

(a) If the return is for at least sixty (60) **consecutive** calendar days, then the one hundred and eighty (180) calendar day count shall be reset, and the Member shall be eligible for one hundred and eighty (180) calendar days of **medical** leave in the event of injury or illness.

(b) If the return is for less than sixty (60) calendar days, then the Member shall return to **medical** 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.

28.40 *Wage Loss Replacement Benefits*

28.40.1 *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 **medical** leave benefits provided by employers. Members shall not receive combined wage loss benefits in excess of 100% of **medical** leave salary from the two sources for the same absence from work.

A Member who qualifies for wage loss replacement benefits from **MPI** shall either:

(a) continue to receive their regular salary, as if on **medical** leave, and have the wage loss replacement benefits reimbursed to the University and offset against the Member's salary so as to preserve the non-taxable nature of MPI benefits; or,

(b) if the process in (a) is problematic to either the Member or the Employer, the Member shall receive wage loss replacement benefit from MPI and the Employer will pay to the Member a top-up **medical** leave benefit equal to the difference between the Member's **medical** leave salary for the period of absence from work due to the injury and the MPI wage loss replacement benefits.

For the purposes of the Collective Agreement, the Member shall be considered **to be** on **medical** leave for the duration of the entitlement to wage loss

replacement benefits or until all **medical** leave entitlements have been used up, in which case the normal provisions of long term disability coverage shall apply.

Normal pension and benefits shall be continued based on the Member's regular salary while on paid **medical** leave.

#### 28.40.2 Canada Pension Plan Disability Benefits

The Canada Pension Plan ("CPP") Disability Benefits provide a monthly benefit to individuals who are unable to work because of a disability. If approved by Service Canada, CPP Disability Benefits commence four (4) months after the date Service Canada finds the Member to be disabled under the CPP rules.

CPP Disability Benefits are payable regardless of the existence of **medical** leave benefits provided by employers. Members should not receive combined salary and wage loss benefits from more than one source in excess of 100% of salary for the same absence from work.

A Member who qualifies for CPP Disability Benefits shall provide the Employer with a copy of their CPP Disability Benefits Notice of Entitlement and shall reimburse the Employer an amount equal to CPP Disability Benefits received by the Member for any period of time during which the Member was in receipt of **medical** leave benefits from the Employer, such that the combined salary and wage loss benefits from all sources received by the Member during the period of receipt of **medical** leave benefits does not exceed one hundred percent (100%) of the Member's salary.

#### 28.41 Holidays

(a) The following shall constitute paid holidays for all Members:

New Year's Day	Labour Day
Louis Riel Day	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Terry Fox Day	

and any other day proclaimed as a national holiday by the Federal Government or proclaimed as a public holiday by the Provincial Government. When any of the aforementioned days falls on a Saturday or Sunday, the Employer shall designate another working day which immediately precedes or follows a weekend or another declared holiday to be observed as a holiday in lieu thereof.

(b) A "floating" paid holiday shall be observed in lieu of Easter Monday. The Associate Vice-President, Human Resources shall declare by March 1st the day the floating holiday is to be observed as a paid holiday in that year for all Members.



28.42 A Member requiring *bona fide* religious leave/**cultural practice days/ceremonial days** additional to the leave in sub-clause 28.41 (a) above shall, prior to September 30 each year or when employment begins after the beginning of the fall session in September within thirty (30) calendar days of active employment with the University, inform the Dean in writing the days required for such leave. A Member shall be entitled to three (3) additional *bona fide* religious holidays without loss of salary when they do not coincide with the holidays named in Clause 28.41 (a) above. The Member taking the leave agrees to provide adequate assignments to cover the period of absence from classes. Additional days granted by the Dean and taken by the Member shall be without pay.

28.43 *Vacation*  
Members appointed on a twelve (12) month basis shall be entitled to forty-four (44) Working days vacation each year, such time to normally be taken between July 1<sup>st</sup> and August 31<sup>st</sup>. Vacation entitlement is to be taken during the year it's earned and vacation dates outside of July and August shall be arranged so that they are mutually satisfactory to the Members and the Dean.

## **ARTICLE 29: REDUCED APPOINTMENTS FOR TENURED MEMBERS**

29.01 A reduced appointment shall be defined as an appointment in which a Member on a voluntary basis carries a workload which is reduced by a mutually agreed factor and for a mutually agreed period of time. To be eligible Members must have a full-time tenured appointment and a minimum of ten (10) years' service with the Collegiate immediately preceding the commencement of the proposed reduced appointment.

29.02 The maximum reduction in workload from full-time status shall be fifty (50%) and the maximum duration of the reduced appointment shall be determined by mutual agreement.

29.03 A written application for a reduced appointment shall be submitted to the Dean of The Collegiate by no later than March 1<sup>st</sup> prior to the academic year (September 1<sup>st</sup> through August 31<sup>st</sup>) in which the reduced appointment is requested to commence. The Dean shall forward their recommendations to the Vice-President (Academic). The Vice-President (Academic) shall forward their recommendations along with those of the Dean to the President. A decision on the granting of the reduced appointment shall be made by the President by no later than May 1<sup>st</sup>. The President shall inform the Member of the reduced appointment by letter, specifying in the letter the amount by which the appointment is to be reduced, the duties to be performed by the Member while on reduced appointment, and the duration of the reduced appointment.

29.04 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 the Collective Agreement unless excluded by the MLB Cert. 3634.

- 29.05 A Member whose application for a reduced appointment is approved shall have a base salary computed as if the Member were continuing on a full-time status. All relevant salary adjustments shall be applied to the base salary. The actual salary to be paid to the Member 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 28.32 – 28.38 shall also apply to such a Member, with payments being based on their actual salary.
- 29.08 A Member whose application for a reduced appointment is approved shall receive a letter of reduced appointment from the President which shall state:
- (a) the Member's current base salary;
  - (b) the Member's initial actual salary on the effective date of the reduced appointment;
  - (c) the commencement date of the reduced appointment;
  - (d) the duration of the reduced appointment;
  - (e) the percentage of workload;
  - (f) the workload responsibilities of the Member;
  - (g) any other terms and conditions related to the appointment.
- A copy of the letter of reduced appointment shall be forwarded to the Association.
- 29.09 The reduced appointment shall not take effect until and unless the Member indicates in writing to the President their acceptance of the reduced appointment and all its terms and conditions as specified in the letter of reduced appointment. Within ten (10) Working days of receipt of the letter of reduced appointment from the President, the Member shall inform the President and the Association in writing of their decision to accept or reject the reduced appointment.

- 29.10 A Member on a reduced appointment may not, prior to the end of the duration of the reduced appointment, return to their former full-time appointment or change the percentage of workload without the approval of the President.

### **ARTICLE 30: PARTIAL LEAVE: REDUCED WORKLOAD WITH PRO-RATED SALARY**

- 30.01** Members shall be entitled to partial leave at any time upon application by the Member and upon recommendation of the Dean. The terms of the reduction shall be determined by the Dean in consultation with the Member.

Reduced workload means a reduction in the total academic responsibilities as normally carried out by Members.

- 30.02** A Member on partial leave shall:

- (a) continue both as a member of the faculty and a Member of the bargaining unit;
- (b) be entitled to pro-rated employment benefits as plans allow and credits toward educational study leave;
- (c) receive such adjustments to their salary as changes in this Collective Agreement during the period of the partial leave specify, and shall be eligible for the same salary adjustments as if they were employed full-time and for the same pro-rated teaching experience increments;
- (d) be entitled to return to a full workload by giving one month notice, or at the beginning of the next academic term, as deemed appropriate by the Dean.

- 30.03** The salary of a Member appointed to teach fewer sections than the weekly teaching load for that year shall be pro-rated on the basis of:

<u>No. of Sections Taught</u>	X	Member's annual salary
6 sections		

### **ARTICLE 31: EQUITY, DIVERSITY AND INCLUSION**

The Parties acknowledge, recognize, and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial and/or systemic barriers in recruitment, selection, hiring, training, and promotion of Equity-Deserving Groups.

## **ARTICLE 32: DURATION AND RENEWAL**

- 32.01** This Agreement shall commence **March 30, 2025** and terminate on **March 28, 2028** and shall continue in force thereafter from year to year unless renewed, revised, or terminated.
- 32.02** If either Party to this Collective Agreement should desire to renew or revise the Collective Agreement, then such Party shall give written notice thereof to the other, together with particulars relating thereto, not less than sixty (60) calendar days and not more than ninety (90) calendar days prior to the expiry date established in Clause 30.01.
- 32.03** If, during the term of this Collective Agreement, the Parties hereto shall mutually agree on a change, amendment or alteration to any of the provisions of this Collective Agreement, or if the Parties shall mutually agree on any additional conditions of employment, then the same may be added to this Collective Agreement in the form of a Letter of Understanding or a supplement hereto, and shall henceforth become part of this Collective Agreement.

## **THE COLLECTIVE AGREEMENT**

### **SIGNED AT WINNIPEG**

**This \_19th\_day of January 2026**

**For the UNIVERSITY OF WINNIPEG**

**“J. Distasio”**

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**Jino Distasio, Interim President**

**“A. Reynante”**

---

**Archielee Reynante, Lead Negotiator**

**“O. Khan”**

---

**Osaed Khan, Dean**

**“S. Corpuz”**

---

**Sunshine Corpuz**

**“C. Stranger”**

---

**Candice Stranger**

**“B. Ward”**

---

**Bryan Ward**

**For the UNIVERSITY OF WINNIPEG  
FACULTY ASSOCIATION**

**“P. Miller”**

---

**Peter Miller, President**

**“M. Saj”**

---

**Michael Saj, Chief Negotiator**

**“L. McGifford”**

---

**Lisa McGifford, Executive Director**

**“M. Grusko”**

---

**Mason Grusko**

**“C. Rohne”**

---

**Carmen Rohne**

## **LETTERS OF UNDERSTANDING**

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG (the "Employer")

- and -

THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION  
(Regular Academic Staff: MLB-6362) ("UWFA")

**RE: Dual Credit Courses**

WHEREAS Article 20.01 of the collective agreement (the "Agreement") states:

*The Employer agrees that non-Members of the bargaining unit, except as specified in the list of exclusions in the Manitoba Labour Board Certificate No. MLB-6362, shall not perform the responsibilities of Members pursuant to Article 14.*

AND WHEREAS there has been an existing practice of the University of Winnipeg, Collegiate Division (the "Collegiate"), offering introductory level courses to secondary school students and University students for credit toward a University of Winnipeg degree program ("dual credit courses");

AND WHEREAS academic oversight of dual credit courses is ensured by requiring that the relevant Department review and approve the credentials of the secondary school teachers, participate in the development of the curriculum, approve the course outline, and review the grades before approval and release;

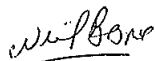
THEREFORE the parties agree that in recognition of this longstanding practice, and notwithstanding Article 20.01:


1. Teachers at the Collegiate may continue to teach dual credit courses, which may include a maximum of 25 University students per section; and
2. Each full course equivalent ("FCE") taught at the Collegiate as a dual credit course shall be counted as .5 FCE for the purposes of Article 20.02 of the Agreement; and
3. Each year, by August 1, the Employer shall provide UWFA with a list of all dual credit courses being offered at the Collegiate.

DATED this 16 day of June, 2015.

FOR THE EMPLOYER

FOR THE UWFA

  
\_\_\_\_\_  
Neil Besner, Vice-President Academic

  
\_\_\_\_\_  
Richard Jochelson, President

Cc: Laurel Repski  
Vice-President Human Resources, Audit, & Sustainability  
University of Winnipeg

## APPENDIX A – SALARY SCHEDULE

1) The Salary schedule effective March 30, 2025 to March 28, 2026 shall be:

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$62,090	\$66,548	\$70,719	\$74,997
1	\$64,991	\$69,532	\$73,984	\$78,579
2	\$67,893	\$72,824	\$77,264	\$82,162
3	\$71,227	\$76,363	\$80,757	\$86,084
4	\$74,690	\$79,875	\$84,252	\$90,030
5	\$78,134	\$83,403	\$87,999	\$94,304
6	\$81,598	\$86,902	\$91,783	\$98,574
7	\$86,167	\$91,494	\$97,112	\$103,655
8	\$90,744	\$96,094	\$102,441	\$108,702
9	\$96,208	\$101,767	\$108,077	\$113,830
10	\$98,613	\$104,311	\$110,779	\$116,676

2) The Salary schedule effective March 29, 2026 to March 27, 2027 shall be:

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$63,953	\$68,544	\$72,841	\$77,247
1	\$66,941	\$71,618	\$76,204	\$80,936
2	\$69,930	\$75,009	\$79,582	\$84,627
3	\$73,364	\$78,654	\$83,180	\$88,667
4	\$76,931	\$82,271	\$86,780	\$92,731
5	\$80,478	\$85,905	\$90,639	\$97,133
6	\$84,046	\$89,509	\$94,536	\$101,531
7	\$88,752	\$94,239	\$100,025	\$106,765
8	\$93,466	\$98,977	\$105,514	\$111,963
9	\$99,094	\$104,820	\$111,319	\$117,245
10	\$101,571	\$107,440	\$114,102	\$120,176



**3) The Salary schedule effective March 28, 2027 to March 25, 2028 shall be:**

Years of Teaching Experience	Class 4	Class 5	Class 6	Class 7
0	\$65,872	\$70,600	\$75,026	\$79,564
1	\$68,949	\$73,767	\$78,490	\$83,364
2	\$72,028	\$77,259	\$81,969	\$87,166
3	\$75,565	\$81,014	\$85,675	\$91,327
4	\$79,239	\$84,739	\$89,383	\$95,513
5	\$82,892	\$88,482	\$93,358	\$100,047
6	\$86,567	\$92,194	\$97,372	\$104,577
7	\$91,415	\$97,066	\$103,026	\$109,968
8	\$96,270	\$101,946	\$108,679	\$115,322
9	\$102,067	\$107,965	\$114,659	\$120,762
10	\$104,618	\$110,663	\$117,525	\$123,781