

COLLECTIVE AGREEMENT

between

**THE BOARD OF REGENTS,
THE UNIVERSITY OF WINNIPEG**

and

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

DECEMBER 6, 2011 TO DECEMBER 31, 2015

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ARTICLE 1: DEFINITIONS

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

Academic Terms:	The three academic terms are: (1) The <u>Fall Term</u> is the period during which courses are scheduled from September to December. (2) The <u>Winter Term</u> is the period during which courses are scheduled from January to April. (3) The <u>Spring Term</u> is the period during which courses are scheduled from April to 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.
Administrator:	A person in a non-academic administrative position such as Registrar, Executive Director or any other Administrator appointed by the Employer.
Agreement:	The Collective Agreement negotiated between the Employer and the Union.
Associate Vice-President:	An Associate Vice-President of the University.
Bargaining Unit:	The bargaining unit represented by the Public Service Alliance of Canada and certified by the Manitoba Labour Board in Certificate No. MLB-6861 comprised of: "All employees of the University of Winnipeg employed as English Language Program Instructors, save and except those employees covered exclusively by existing Collective Agreements and those excluded by the Act."
Board:	The Board of Regents of the University of Winnipeg.
designate:	A person authorized to act on behalf of an officer of the University, the Executive Director or an officer of the Union.
English Language Program (ELP):	The English Language Program at the University of Winnipeg, including the Full-Time Intensive Program, the Short-Term Intensive and Customized Program, English for Specific Purposes (ESP), the ESL Teaching Certificate Program (ESL TCP) and any other programs of study within the ELP.
Employee:	An employee of the Employer covered by this Agreement.
Employer:	The University of Winnipeg as represented by the President and as designated or delegated to a Vice-President or Administrator.
Employment Supervisor:	The Executive Director or her/his designate responsible for employee relations in the ELP.
Executive Director:	The Executive Director of the English Language Program at the University of Winnipeg.
Parties:	The Employer and the Union.

President:	The President of the University of Winnipeg.
Program:	A specific program within the English Language Program at the University of Winnipeg, including the Full-Time Intensive Program, the Short-Term Intensive and Customized Program, English for Specific Purposes (ESP), the ESL Teaching Certificate Program (ESL TCP) and any other programs of study within the ELP.
Program Coordinator:	The coordinator of a Program within the ELP.
Union:	The Public Service Alliance of Canada.
University:	The University of Winnipeg.
Vice-President:	A Vice-President of the University of Winnipeg.
Working Day:	A day when the University is open, excluding Saturdays, Sundays and statutory holidays.

ARTICLE 2: PURPOSE

- 2.1 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University of Winnipeg (hereafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement covering rates of pay and other working conditions which shall supersede all other agreements between the Employer and the Employees represented by the Union.
- 2.2 The Parties recognize that it is in their common interest to promote and enhance the working relations between the Employer, the Union, and its members, consistent with the principles of mutual respect and cooperation. It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all Employees.

ARTICLE 3: UNION RECOGNITION, SECURITY AND UNION DEDUCTIONS/DUES CHECK-OFF

- 3.1 Further to the Order issued by the Manitoba Labour Board dated December 6, 2011, the Employer recognizes the Union as the sole and exclusive bargaining agent for all English Language Program Instructors save and except those covered exclusively by existing collective agreements and those excluded by the Labour Relations Act, as set out in the Manitoba Labour Board Certificate No. MLB-6861.
- 3.2 The Employer shall not assign instructional duties as specified in this Agreement to non-Employees. Notwithstanding the foregoing, the Parties recognize and agree that employees excluded from the Bargaining Unit may perform instructional and related duties which shall not exceed the current practice.
- 3.3 It is the right of any Employee covered by this Agreement to apply for membership in the Union and the criteria for membership in the Union are the prerogative of the Union and its membership.
- 3.4 The Union agrees that there shall be no solicitation for membership in the Union nor shall other Union activity take place on the premises of the Employer in such a way that would disrupt any Employee's work during the Employee's working hours.

3.5 The Employer shall notify the Union of scheduled staff orientation meetings and will provide the opportunity for the Union to make presentations or have Union meetings immediately following the conclusion of the staff meeting.

3.6 **Union Representatives**

3.6.1 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer on University property, provided such business shall not interfere with the Employees' duties (in particular any scheduled classes) and the normal operations of the Employer.

3.6.2 If it is necessary for an Employee to leave her/his work duties to perform Union duties, she/he shall first receive approval from her/his Employment Supervisor, which approval will normally be granted provided that the Employment Supervisor is satisfied that there will not be an unreasonable disruption of the work.

3.6.3 The Employer shall not recognize any Employee, group of Employees, or individual undertaking to represent the Union or the Employees to the Employer without proper authorization of the Union. The Union shall keep the Employer informed at all times as to:

- a) the name of any Employee who is an Officer of the Union and her/his title;
- b) the name of any Employee who is a shop steward or Chief Steward and the area(s) of her/his jurisdiction;
- c) the name of any Employee who is on a grievance, negotiation, Labour - Management, or other committee, provided that the committee must deal directly with the Employer; and
- d) the name of any individual who is a PSAC regional representative or negotiator.

3.7 **Employer Representatives**

The Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business, including relevant employees of the Human Resources Department and the ELP, and Employer representatives on the Labour - Management Committee.

3.8 **Union Deductions/ Dues Check-Off**

3.8.1 No later than ten (10) Working Days after the last pay period of the month, an electronic list in a mutually agreed format of the Members from whose salaries deductions have been made including the unique employee number, name, the bi-weekly amount deducted and the period end date, together with a cheque for the total amount deducted, shall be remitted, payable to the Public Service Alliance of Canada. An annual statement of the Union dues, which have been deducted from his/her pay during the calendar year, shall be provided to each Member on his/her T4 Income Tax slip by February 28 each year.

3.8.2 Deductions for new Employees shall be made starting with the first pay, and calculated from the date of employment.

3.8.3 The Union shall indemnify and save the Employer harmless from any and all claims which may be made by an Employee or Employees for amounts deducted from pay as provided for in this Article, except for any claim or liability arising out of an error committed by the Employer.

3.8.4 The Union shall provide the Employer with a minimum of one (1) month's notice of any change in the amount of Union dues or assessments.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Union acknowledges, without limiting the generality of the following and without excluding other management rights not specifically set forth, that it is the right of the Employer to: control and supervise all operations and direct all working forces, including the right to determine the Employee's ability, skill, competence and qualifications for the job; to hire, discharge, lay off, suspend, discipline, promote, demote or transfer an Employee; to control and regulate the use of all equipment and property; and to promote efficiency in all operations, provided, however, that in the exercise of the Employer's rights, the Employer shall not contravene the provisions of this Agreement and shall act in accordance with all applicable legislation.
- 4.2 The Employer agrees to exercise its management rights and functions in a manner that is fair, reasonable, in good faith and consistent with the provisions of this Agreement as a whole.

ARTICLE 5: NO DISCRIMINATION AND NO HARASSMENT

- 5.1 Except where otherwise provided for by this Agreement or applicable law, the Parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised with respect to any Employee in regard to any terms and conditions of employment except for such distinction, exclusion, limitation or protection as may constitute a bona fide occupational requirement under law. In accordance with the *Manitoba Human Rights Code*, C.C.S.M. c H175, such factors are:
- a) ancestry, including colour and perceived race;
 - b) nationality or national origin;
 - c) ethnic background or origin;
 - d) religion or creed, or religious belief, religious association or religious activity;
 - e) age;
 - f) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
 - g) gender identity;
 - h) sexual orientation;
 - i) marital or family status;
 - j) source of income;
 - k) political belief, political association or political activity;
 - l) physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device; and
 - m) social disadvantage; or
- Activity in the Union.

The Parties agree that the above list is amended as the *Manitoba Human Rights Code*, C.C.S.M. c H175 is changed.

- 5.2 The Employer has a responsibility to provide a workplace and learning environment that is free of harassment on grounds that are prohibited by *The Human Rights Code*, C.C.S.M. c H175, and the *Workplace Safety and Health Act*, as amended from time to time. The Parties undertake to ensure that no form of harassment or abuse of authority is tolerated in the workplace.
- 5.3 The Parties to this Agreement have a duty not to harass or discriminate as defined in legislation and in the University of Winnipeg Respectful Learning and Working Environment Policy, and shall not behave in a manner that produces, contributes to or perpetuates a learning or working environment that tolerates harassment or discrimination.
- 5.4 Allegations of harassment or discrimination will be dealt with in accordance with procedures established by the Employer in the University of Winnipeg Respectful Learning and Working Environment Policy. Should it be determined that the policy does not apply, s/he may file a grievance in accordance with Article 20, Grievance Procedure.
- 5.5 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: NO STRIKE, NO LOCKOUT

- 6.1 The Parties agree that there will be no strike or lockout as defined by *The Labour Relations Act*, C.C.S.M., c L10, as amended, during the life of this Agreement.
- 6.2 During a strike or lockout of another Employer bargaining unit, English Language Program Instructors shall not be required to perform the duties of those employees.

ARTICLE 7: INFORMATION FOR THE UNION, COLLECTIVE AGREEMENT, AND SERVICES AND FACILITIES

7.1 Information for the Union

- 7.1.1 The Employer shall provide the Union with a list of all Employees in the Bargaining Unit within thirty (30) days of signing the present agreement. Such list shall include: name, date of hire and ending date, if any, job classification, rate of pay (stipend amount and/or salary), home address and telephone number (if provided to the Employer), and work email address. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.
- 7.1.2 The Employer shall provide the above list electronically in a mutually-agreed upon format to the Union three (3) times per year, once every term. In addition, the Employer agrees to provide the Union with updated information upon request within ten (10) Working Days of such request by the Union.

7.2 Collective Agreement

When an Agreement has been signed, the Employer shall post the text of the Agreement on its website. The Employer and the Union will determine the number of printed copies of the Agreement required. The Employer shall provide an electronic link to the Agreement to each Employee as they are hired. Employees will also be informed that a hard copy will be

provided upon request. The cost for printing collective agreements shall be shared equally by the Parties.

7.3 **Services and Facilities**

7.3.1 The Employer shall provide a bulletin board at an appropriate location for the use of the Union. The Union shall have the right to post notices relating to matters of interest to the Union and to Employees on this board.

7.3.2 Postal and telephone service will be provided to the Union on a cost recovery basis. Printing, computing services, use of audio visual equipment and internal mail service shall be provided to the Union on the same basis and at the same rates as it is provided to other bargaining agents.

7.3.3 The Employer shall provide the Union with access to meeting rooms for the purpose of holding membership meetings, subject to availability of space and on the same terms and conditions as other University bargaining units.

ARTICLE 8: LABOUR MANAGEMENT COMMITTEE

8.1 **Committee**

The Union and the Employer acknowledge the mutual benefit to be derived from joint consultation and therefore agree to the establishment of a Labour – Management Committee (LMC) consisting of a maximum of two (2) representatives from each Party.

8.2 **Purpose**

The purpose of the LMC shall be to review matters of interest, to foster and facilitate communications, promote cooperation, understanding and harmonious relations between the Employer and the Union.

8.3 **Mandate**

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 20. The LMC shall not have the power to add to, amend or modify the Agreement.

8.4 **Meetings**

The LMC shall meet twice per year, with additional meetings as mutually agreed by the Parties, or at the call of either Chair, within thirty days. A representative of each Party shall be designated by each Party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee.

8.5 **Minutes**

Minutes of each meeting of the Committee shall be prepared and distributed to all Committee members, normally within fourteen (14) days of the meeting.

ARTICLE 9: REPRESENTATION ON UNIVERSITY BODIES

9.1 Any member of the Union, including the President and Vice-President, has the right to attend, as a non-voting observer, open meetings of the Board of Regents. The President of the PSAC local or his/her designate shall be entitled to attend meetings of the Board as an

observer. The observer shall withdraw from the meeting when an item under consideration relates to labour relations, or is likely to be the subject of litigation between the University and one or more members of an association or union representing employees of the University. If the President or his/her designate wishes to address the Board, he/she must obtain the prior approval of the chair.

- 9.2 When the agendas, meeting materials, and minutes of Board meetings are provided to members of the Board, they shall also be provided to the Union, except where materials deal with confidential matters of labour relations or matters that may be the subject of litigation as outlined in 9.1.

ARTICLE 10: OFFICIAL EMPLOYEE FILE

- 10.1 There shall be one official employee file which shall be maintained by and located in the Human Resources Department.
- 10.2 It is the responsibility of the Employee to keep the Human Resources Department and her/his Employment Supervisor informed of her/his current address.
- 10.3 Upon written request, an Employee shall have the right, within five (5) Working Days where reasonably practicable, to consult the Employee's own official file in the presence of a representative of the Employer, and, if the Employee so wishes, a representative of the Union. Copies of the documents in an Employee's official file may be made available to that Employee, on request.
- 10.4 Signed letters of reference evaluating the suitability of a candidate for any position at the University shall be considered confidential and the Employee shall not have access to such information.
- 10.5 An Employee shall have the right to authorize a named representative of the Union (an executive member, a steward or a PSAC staff representative) to examine the Employee's file in the latter's absence. Any such representative shall provide the express written authorization of the Employee to the appropriate official of the Human Resources Department. A separate authorization shall be provided for each such request.
- 10.6 Access to employment files will be in accordance with applicable legislation, including the Freedom of Information and Privacy Protection Act.

ARTICLE 11: EMPLOYMENT EQUITY

- 11.1 The University and the Union recognize and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial barriers in the selection, hiring, training and promotion of women, Aboriginal peoples, persons with disabilities and visible minorities, as well as to cooperate in the identification and implementation of steps (providing that none of the terms and conditions of the Agreement are violated) to improve the employment status of these designated target groups by increasing their participation in all levels of employment within the Bargaining Unit.

ARTICLE 12: POSITION CLASSIFICATION AND RESPONSIBILITIES

12.1 Classification of Positions

- 12.1.1 The position classifications of Employees are as specified in Appendix A hereto.

12.1.2 **Classification Specifications**

The Employer shall prepare classification specifications, which will describe the duties and requirements of each classification. The Employer shall provide a copy of all classification specifications to the Union.

12.1.3 **Revised and New Classifications**

Existing classifications may be revised and new classifications established by the Employer during the term of this Agreement. The Employer shall notify the Union by providing a copy of any revised or new classification specification to the Union, along with the rate of pay for the new or revised classification. The Employer and the Union shall review the rate of pay for the new or revised classification if the Union so requests. If the Employer and the Union are unable to agree upon the rate of pay for the new or revised classification the matter may be referred to arbitration in accordance with Clause 20.6 of the Agreement.

Any disagreement between the Employer and the Union on the rate of pay for a new or revised classification shall not preclude the Employer from filling a position within the new or revised classification.

12.2 **Rights and Responsibilities**

12.2.1 Employees' responsibilities for each course include: course preparation and outline in accordance with Program requirements; lesson/lecture preparation; teaching; student contact; participation in placement testing, staff meetings and graduation ceremonies; preparation and invigilation of examinations; marking and grading; and other duties (including any Program and/or course specific responsibilities) as set out in the letter of appointment or as assigned.

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

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

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

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

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

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

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

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

12.3 **Employment Insurance Hours**

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

ARTICLE 13: POSTING PROCESS AND APPOINTMENTS

13.1 **Posting**

13.1.1 At least once in an Academic Year, or as they become available, prospective positions within the Bargaining Unit shall be posted on the University's website and on the Union bulletin board, which shall direct prospective applicants to the University website for information on the positions.

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

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

- a) a position vacancy is created as a result of illness or other unanticipated events where the start date of the position does not allow for the normal posting period ; or
- b) a position for which an individual was instrumental in the initiation and design of a course (e.g., English for Agronomists); or
- c) a position vacancy is created by circumstances such as unexpected enrollment increases, additional funding or resignation, where the start date of the position does not allow for the normal posting period; or
- d) an Employee has earned a Right of First Refusal (RFR) with regard to a specific course and the Employee has indicated in writing to the Executive Director that he/she wishes to teach that course again.

13.1.4 To the extent that the information is available, position postings shall identify:

- (i) the Program area and a list of the potential courses to be offered, including the number of classes and sections;
- (ii) the start and termination dates for the appointment(s);
- (iii) class times;
- (iv) responsibilities;
- (v) course location (on/off campus);
- (vi) required qualifications (academic and/or professional), and experience;
- (vii) stipend/remuneration as specified in this Agreement;
- (viii) application deadline;
- (ix) name and address of the person to whom application should be submitted; and
- (x) any other requirements pertaining to the position.

13.1.5 Human Resources shall provide notice of all postings to the Union.

13.1.6 Filling all prospective Bargaining Unit positions is subject to budgetary approvals, enrolments and changes in the Program. The Employer may cancel a position posting prior to an offer of appointment being made. The Union will be notified in writing of all cancelled position postings as soon as possible after the date of cancellation.

13.1.7 No formal offer(s) of appointment shall be made before the application deadline on the posting.

13.2 **Application for Posted Positions**

13.2.1 Applications for posted positions shall be submitted electronically on the Employer's Human Resources webpage.

13.3 **Appointments**

13.3.1 In selecting applicants to be offered positions within the Bargaining Unit, subject to the Right of First Refusal process below, the Employer shall select the most qualified candidate for the position and shall consider academic and other qualifications applicable to the position, including education, relevant experience, evidence of satisfactory performance of prior work within the Bargaining Unit, experience in the same or similar courses and such other factors as may be relevant. In the event that two applicants for a posted position are equally qualified with regard to the above criteria, the applicant with the greater service to the Employer within the Bargaining Unit shall be appointed to the position.

13.3.2 As soon as reasonably practicable, the successful candidate shall receive a letter of appointment in duplicate from the Executive Director or his/her designate specifying the terms of employment as follows:

- (a) the Program in which the appointment is made, the course to be taught, and stipend/ remuneration therefor;
- (b) the date on which the appointment commences and duration of the appointment;
- (c) the date by which the candidate must return to the Executive Director or designate a signed copy of the letter of appointment accepting the offer; and
- (d) a statement that the Union is the sole and exclusive bargaining agent for Employees, that the appointment is subject to the terms of this Agreement, that the Agreement can be accessed on the University's web-site (including provision of a reference to the specific web address for the Agreement).

13.3.3 A copy of the signed letter of appointment shall be forwarded to the Union within ten (10) days of the Executive Director's receipt of the signed letter.

13.3.4 An Employee's appointment is effective on the date specified in the Letter of Appointment.

13.3.5 Where an Employee is appointed to a position in the Bargaining Unit, prior to the commencement of her/his duties, the Employee's Program Coordinator shall meet and discuss with the Employee the duties and responsibilities of the position.

13.3.6 Each term, after all appointments are made pursuant to the posting process, should any additional sections of courses become available, the Employer will first consider qualified applicants from the original posting process for that course prior to posting these courses again.

13.4 **Calculation of Service for Stipendiary Employees**

13.4.1

- a) Service shall be defined as the number of weeks taught in the ELP where there has been no break between appointments of more than three (3) consecutive Academic Terms.
- b) An Employee shall accrue a week of service where they work for any period of time in a week.
- c) Notwithstanding a) above, the break in service shall not be counted where an individual is on pregnancy or parental leave, or unavailable due to long-term illness.

13.4.2 A list of the name and number of weeks of service of those who have taught on stipend in the Bargaining Unit shall be maintained and revised at the beginning of each Academic Year by the Employer and posted on the bulletin board, with a copy forwarded to the President of the Union local.

13.5 **Earning the Right of First Refusal (RFR)**

13.5.1 Commencing with the Winter Term in 2014, for the purposes of this Article, an Employee earns a RFR with regard to a specific course taught under this Agreement, where:

- (a) The Employee teaches that course at least:
 - 1. Two (2) times;
 - 2. In Two (2) separate Academic Terms;
 - 3. In Two (2) Academic Years since December 2011;
 - 4. Within Three (3) successive Academic Years in which the course is offered, and
- (b) The Employee has performed his/her duties at a satisfactory or higher level.

13.5.2 Where more than one section of the course is being offered in any Academic Term, the Member's RFR applies only to one section of that course.

13.5.3 Where an Employee has met the criteria specified in Clause 13.5.1, the Employer shall inform the Employee in writing that the Employee has earned the RFR for a specific course and copy the Union. The RFR shall be effective with the commencement of the Fall Term of the calendar year in which it is earned.

13.6 **Maintaining / Losing / Regaining the Right of First Refusal**

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

- (i) The Employee's performance for the course continues to be evaluated as satisfactory or higher; and
- (ii) The Employee has indicated in writing to the Executive Director that the Employee wishes to teach the course again; and
- (iii) The Employee accepts the appointment and teaches the specified course at least once in an Academic Year when it is offered to him/her unless:
 - (a) The Employee is unable to do so for medical reasons supported by documentation acceptable to the Employer; or
 - (b) The Employee is taking statutory leave such as Maternity/Parental Leave or Compassionate Care Leave, supported by documentation; or
 - (c) The Employee has accepted a temporary appointment with the Employer; or
 - (d) The Employee has agreed to teach another ELP course for the Employer and there is a conflict between the two; or
 - (e) It is recommended by the Executive Director that the Employee is exempt from accepting to teach the course due to exceptional or unforeseen circumstances for a maximum of twelve (12) months.

b) An Employee shall lose their RFR if they fail to comply with Clauses 13.6.1 (a) (i) and (ii); or does not qualify for an approved leave under Clause 13.6.1 (a) (iii).

c) The Employee can regain the RFR by teaching the desired course in the subsequent Academic Year if the following criteria are met:

- (i) The Employee teaches the course and receives a satisfactory rating; and
- (ii) The Employee indicates in writing that they wish to teach the course again.

- 13.6.2 Where there are two (2) or more candidates for a specific course who have a RFR with respect to that course in accordance with Clause 13.5.1, the course will be awarded to the candidate who has taught that course for the University the most times. In the event that the two (2) candidates have taught the course the same number of times, the candidate with the greatest service to the Employer in the Bargaining Unit shall be awarded the course. Should these candidates have equal service, the Employer shall place their names on paper in a container and a representative of the Union shall draw one name, and that candidate shall be deemed to have the greater service for purposes of awarding the course.
- 13.6.3 Employees can earn and maintain the RFR on more than one course as long as they meet the specific terms as outlined in Clause 13.5.
- 13.6.4 Where a course is blended (i.e. two course levels are combined), the Employer shall appoint the candidate who has an RFR for the course level that has the greatest number of students.
- 13.6.5 An Employee who teaches a blended course shall earn an RFR credit for the course for which they had the RFR under 13.6.4.
- 13.6.6 Meaningful consultation shall occur between the Parties on the application of right of first refusal each term during the life of this Agreement, however this will not invalidate any provisions of the Agreement.
- 13.7 **Probationary Periods**
- 13.7.1 Employees appointed to a full-time or part-time salaried position will serve a six (6) month probationary period. An Employee who receives a subsequent appointment to the same position shall not serve an additional probationary period.

ARTICLE 14: STIPENDS, REMUNERATION AND EMPLOYEE BENEFITS

- 14.1 Stipends for stipendiary Employees and remuneration for full-time and part-time salaried (non-stipendiary) Employees are as set out in Appendix B.
- 14.2 Stipends/ remuneration shall be paid bi-weekly by direct deposit to Employees' specified bank accounts over the period of their appointment in accordance with the rates set out in Appendix B. A bi-weekly pay period shall consist of fourteen (14) calendar days beginning 0.01 hours Sunday to 24.00 hours Saturday. A statement of earnings and deductions shall be provided with each payment.
- 14.3 The stipend for an appointment constitutes compensation for all of the Employee's responsibilities as set out in Article 12.2 and his/her letter of appointment, and is inclusive of vacation and statutory holiday pay.
- 14.4 Vacation entitlement for full-time and part-time salaried (non-stipendiary) Employees is as specified below:

Accumulated Service in Years at March 31 st	Days of Vacation per Bi-Weekly Period worked	Days of Annual Vacation Full-time Equivalent
0.00 to 5.99	.58	15 days
6.00 to 11.99	.77	20 days
12.00 to 19.99	.96	25 days
20.00 or more years	1.15	30 days

14.5 Full-time salaried Employees on appointments with a duration of more than eight (8) months and part-time salaried Employees with appointments of .5 FTE or greater for twelve (12) months or more are entitled to participate in the Employer's employee benefit plans in accordance with the plans' provisions as amended from time to time.

14.6 **Hours of Work for Full-time and Part-time Salaried (Non-Stipendiary) Employees**

The following provisions apply to Employees with salaried appointments of 0.5 FTE or greater:

- a) Hours of work for full-time salaried Employees shall be thirty-five (35) hours per week.
- b) Hours of work for part-time salaried Employees with appointments of 0.5 FTE or greater shall be as specified in their letters of appointment.
- c) Overtime for salaried Employees shall be on the following terms and conditions:
 - (i) Overtime must be authorized in advance in writing by the Executive Director or designate; and
 - (ii) Hours worked in excess of 35 hours per week shall normally be compensated by time off in lieu at the rate of one and one-half (1.5) hours for each one (1) hour of overtime worked, to be taken at a time agreed upon by the Employee and the Employer.

14.7 **Contract/Course Cancellation for Courses of Twelve Weeks or More**

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

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

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

14.8 **Pay Increments For Full Time and Part Time Employees**

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

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

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

14.8.4 If an Employee's performance is unsatisfactory, and the Employee is advised of the reasons, the Employer may withhold the Employee's pay increase. If a pay increment is withheld, then not more than six (6) months from the anniversary increment date, the Employee's performance shall again be fairly evaluated using the same performance review format, and if the Employee's performance is satisfactory, the pay increment shall become payable at that time.

14.9 **Increases for Stipendiary Employees**

14.9.1 Employees on stipendiary appointments shall be eligible for increases to their stipend in accordance with the pay scales, terms and conditions as set out in Appendix B.

ARTICLE 15: PERFORMANCE EVALUATION

15.1 The Parties agree that the purposes of evaluations are to assess the performance of Employees; to assist Employees in improving the quality of their teaching; and to document the work performed by the Employee.

15.2 The results of any evaluation conducted by the Employer shall be shared with the Employee, and if the Employee so desires, he or she may share the results with his or her Union Representative.

15.3 An Employee shall be entitled to append his or her comments to any evaluation.

15.4 No discipline shall be imposed solely as a result of feedback received from student evaluations.

15.5 Where the Employment Supervisor finds an Employee's work performance to be unsatisfactory, the Employee may be disciplined in accordance with Article 19 (Discipline and Dismissal).

ARTICLE 16: LEAVES

16.1 **Emergency Leave**

16.1.1 Employees may request a short period of absence from their teaching responsibilities to attend to personal emergencies without loss of pay. Such requests shall not unreasonably be denied provided that the Employee makes reasonable efforts to notify the Executive Director or designate as soon as possible and makes such arrangements as are reasonable to ensure that his/her teaching obligations are fully discharged over the duration of his/her appointment.

16.2 **Leave of Absence for Union Business**

16.2.1 If it is necessary for an Employee to leave her/his work duties to perform Union duties, she/he shall first receive approval from her/his Employment Supervisor, which approval will normally be granted provided that the Employment Supervisor is satisfied that there will not be an unreasonable disruption of the work.

16.2.2 The Employer, upon written application by the Union, will normally grant leave of absence without pay to Employees elected or appointed to represent the Union at labour conferences or conventions provided that the Employee's Employment Supervisor is satisfied there will not be an unreasonable disruption of work.

16.2.3 The Employer, upon written application by the Union, will normally grant leave of absence without pay to a maximum of two (2) Employees who have been appointed by the Union to participate in collective bargaining with the Employer provided that the Employment Supervisor is satisfied there will not be an unreasonable disruption of work. Either party can bring additional individuals to the bargaining table to assist them with negotiations, provided that reasonable notice is provided to the other team.

- 16.3 **Sick Leave**
- 16.3.1 An Employee who is unable to perform his/her duties as a result of accident or illness shall notify the Executive Director or designate as soon as reasonably possible in the circumstances and provide an estimate of the length of his/her absence.
- 16.3.2 **Sick Leave for Employees with Twelve and Fourteen Week Appointments**
- 16.3.2.1 An Employee who has been employed for at least thirty (30) days by the Employer shall be granted up to three (3) Working Days' absence without loss of pay during an Academic Term provided that the Employee works with the Executive Director or designate to ensure that the teaching responsibilities are fully discharged within the academic term.
- 16.3.2.2 In the event that the Employee takes more than three (3) Working Days' sick leave over the course of their appointment, the Employer shall be entitled to request that the Employee provide a medical certificate that addresses the Employee's ability to perform their job responsibilities and to explore reasonable accommodations.
- 16.3.2.3 Unused sick leave may be carried forward into the next Academic Term, where the Employee receives another appointment in that term. However unused sick leave expires at the end of the Academic Year, and may not be carried forward beyond that point.
- 16.3.2.4 Except as per Clause 16.3.2.3, paid sick leave shall not extend beyond the termination date of the Employee's current appointment(s).
- 16.3.3 **Sick Leave for Full Time and Part-time (50% or more) Term Salaried Employees**
- 16.3.3.1 Full and part-time term Employees are entitled to paid sick leave on the basis of an accumulation of ten (10) hours upon completion of two hundred (200) hours of employment. Thereafter Employees shall accumulate entitlement on the basis of one (1) hour of sick leave for each fifteen (15) hours of service to a maximum accumulation of 420 hours.
- 16.4 **Compassionate/Bereavement Leave Employees with Twelve and Fourteen Week Appointments and Full and Part-time (50% or more) Salaried Employees**
- 16.4.1 An Employee shall be granted up to three (3) consecutive Working Days absence in an Academic Year without loss of compensation in the case of critical illness or death in the Employee's immediate family.
- 16.4.2 Immediate family is defined as spouse (including common-law and/or same sex spouse), child or children, (including children of common-law and/or same sex spouse), grandchild or grandchildren, grandfather, grandmother, mother, father, brother, sister, spouse's mother and spouse's father, and any relative with whom the Employee permanently resides.
- 16.4.3 An Employee shall notify the Executive Director in writing of the need to take the leave.
- 16.4.4 An Employee who takes a Compassionate/Bereavement Leave shall work with the Executive Director to make such arrangements as are required to ensure that his/her teaching obligations are fully discharged over the duration of his/her appointment.
- 16.4.5 Employees who have been employed for more than thirty (30) days and who require more than 3 days of Compassionate/Bereavement Leave are entitled to up to eight (8) weeks' unpaid leave of absence to provide care or support to an seriously ill family member in accordance with the Compassionate Care Leave provisions in s.59.2(l) — 60(5) of *The Employment Standards Code, C.C.S.M.*, c E110, as amended from time to time. The Employee may be eligible for Employment Insurance benefits. At the end of the 8 weeks, the Employee will be returned to his/her position unless the appointment has expired.

16.5 **Maternity Leave**

- 16.5.1 The Employer shall, upon the request of a pregnant full or part-time salaried Employee who is employed at the time of application, and who provides a medical certificate indicating the expected birth date, grant the Employee seventeen (17) weeks or up to the expiry of her employment contract, whichever is less, of unpaid maternity leave. A stipendiary Employee who is employed at the time of application, and who provides a medical certificate indicating the expected birth date shall be granted an unpaid pregnancy leave for a period not to exceed the duration of her employment contract.
- 16.5.2 The Employee shall make a written request for maternity leave to the Executive Director at least four (4) weeks prior to the commencement of her leave.
- 16.5.3 The four (4) weeks' notice shall not apply if the Employee stops working because of complications due to her pregnancy or because of a birth, stillbirth, or miscarriage that happens earlier than the Employee was expected to give birth. In such circumstances the Employee shall give such notice of the commencement of her leave as is reasonably possible under the circumstances.
- 16.5.4 The reinstatement of the Employee shall be in accordance with *The Employment Standards Code*, C.C.S.M., c. E110, as amended from time to time. Upon return to work from a maternity leave, an Employee shall resume her former position unless the Employee's appointment(s) have expired.
- 16.5.5 An Employee who has not been granted a further appointment shall be entitled to a maternity leave that may extend up to but not beyond the expiry of the Employee's specified employment term with the Employer. An Employee who has been granted a further consecutive appointment shall be entitled to the leaves and benefits as set out in this Article.
- 16.5.6 During a maternity leave, provisions for alternative arrangements for fulfilling the Employee's duties shall be the responsibility of the Employer and shall not be the responsibility of the Employee concerned.

16.6 **Parental/Adoption Leave**

- 16.6.1 An Employee who is a parent and who has been employed for at least seven (7) consecutive months by the Employer before either the birth of a child, or on the date in which the child comes into the parent's custody, care, and control for the first time, is entitled to an unpaid Parental Leave for up to thirty-seven (37) weeks.
- 16.6.2 The Parental Leave of an Employee who has taken maternity leave shall begin when the maternity leave ends.
- 16.6.3 The Parental Leave for an Employee who has not taken maternity leave shall commence within 52 weeks of the date of birth of a child or on the date in which the child comes into the Employee's custody, care, and control for the first time in accordance with *The Employment Standards Code*, C.C.S.M., c. E110, as amended from time to time.
- 16.6.4 An Employee shall give written notice to the Executive Director of her/his intention to take a Parental Leave, at least four (4) weeks prior to the commencement of such a leave.
- 16.6.5 Except where the Employee is taking Parental Leave immediately after maternity leave, the Employee shall provide Human Resources with a statutory declaration that the Employee is the primary caregiver of the child.
- 16.6.6 Where an Employee qualifies for such leave as a result of adoption and where the child comes into the care, custody, and control earlier than expected, the Employee shall give reasonable written notice thereof.

- 16.6.7 Upon return to work from a Parental Leave, an Employee shall resume the Employee's former position unless the Employee's appointment(s) have expired.
- 16.6.8 During a Parental Leave, provisions for alternative arrangements for fulfilling the Employee's duties shall be the responsibility of the Employer and shall not be the responsibility of the Employee concerned.

ARTICLE 17: EMPLOYEE RESIGNATION AND ABSENCE WITHOUT AUTHORIZATION

17.1 Employee Resignation

An Employee, wherever possible, shall provide a minimum of ten (10) calendar days' notice in writing of her/his intention to resign to her/his Employment Supervisor.

17.2 Absence Without Authorization

An Employee who is absent from work for three (3) consecutive Working Days normally worked by the Employee without authorization for the absence by the Employer may, at the Employer's discretion, be deemed to have resigned her/his employment without notice unless it can be established by the Employee that a request for authorization was not possible due to circumstances beyond her/his control.

ARTICLE 18: SAFETY AND HEALTH

18.1 Provisions for Safety and Health

The Employer shall make all reasonable provisions for the safety and health of Employees during their working hours and shall make every reasonable effort to maintain working conditions in accordance with acceptable standards of safety and health consistent with applicable legislation and regulation.

18.2 Safety Equipment

Employees working in any unsanitary or dangerous job shall be required to use the necessary safety equipment and/or protective clothing. The Employer will provide training in the use of special equipment whenever it expects the Employee to use such equipment as part of her/his job.

18.3 Unsafe Work

No Employee shall be disciplined for exercising her/his rights under Section 43 of *The Workplace Safety And Health Act of Manitoba*.

ARTICLE 19: DISCIPLINE AND DISMISSAL

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

19.2 The Employer has the right to suspend an Employee with pay where the Employer deems it necessary to conduct a thorough and objective investigation of any matter that may lead to suspension without pay or dismissal, or to protect the safety, security or academic integrity

of the University. The Employer shall notify the Union of such suspensions with pay. The Parties agree that any such suspension with pay does not constitute discipline.

- 19.3 Prior to the imposition of discipline, the Employee shall have the opportunity to meet with the Employer. The Employee shall have the right to Union representation at this meeting(s), and the Employer shall advise the Employee of that right. Wherever practicable the Employee shall be provided with reasonable advance notice of the meeting and be provided with reasonable time to secure Union representation.
- 19.4 An Employee who is disciplined shall be notified in writing of the nature of the disciplinary action and the reason(s) for the disciplinary action. A copy of the written notification shall be placed in the Employee's personnel file. The Human Resources Department shall advise the Union of the disciplinary action within two (2) Working Days.
- 19.5 **Records of Discipline to be Removed**
- 19.5.1 Where no further disciplinary action has been taken for a period of six (6) subsequent months of employment against an Employee who has received a letter of warning or reprimand, the written notification of discipline shall be removed from the Employee's employment file. In the case of a suspension without pay, where no further disciplinary action has been taken for a period of twelve (12) months of employment, the written notification of discipline shall be removed from the Employee's employment file.
- 19.6 The Parties agree that disciplinary action is based on the principles of progressive discipline, however it is understood that steps in the discipline process may be bypassed based on the seriousness of the offence.

ARTICLE 20: GRIEVANCE PROCEDURE AND ARBITRATION

20.1 Grievance

A grievance is any difference arising from the interpretation, application, administration or alleged violation of this Agreement. There are three types of grievances as follows:

- a) Individual Grievance: The complaint of an individual Employee;
- b) Group Grievance: The complaint of two or more Employees having the same dispute against the Employer; and
- c) Policy Grievance: The complaint of the Union or the Employer which may involve a question of general application or interpretation of the Agreement.

20.2 Unless otherwise specified in this Article, written communications delivered to the Employer shall be sent to the Vice-President, Human Resources. Written communications to the Union shall be sent to the Regional Representative of the Union.

20.3 Grievor

The Grievor is the party (Employer or Union) or Employee(s) initiating a grievance.

20.4 Grievance Procedures

Should a dispute arise between the Union or an Employee and the Employer, a good faith effort shall be made to settle the dispute. Nothing precludes the Parties from resolving a 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.

20.5 **Union Grievance**

20.5.1 A grievance shall be in writing signed by the Union's representative and Employee(s), and shall be submitted to the Employer within twenty (20) Working Days after the occurrence of the incident giving rise to the grievance, or twenty (20) Working Days from the date the grievor became aware of the events giving rise to the grievance, whichever is later. The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated and the remedy sought. All grievances filed by the Union at Step I shall be delivered to the Executive Director. All grievances filed at Step II shall be delivered to the Vice-President Academic and in both instances a copy shall be delivered to Human Resources.

20.5.2 Grievors shall be entitled to Union representation at every step of the grievance procedure.

20.5.3 **Grievance Steps**

Step I

- a) No later than ten (10) Working Days following receipt of the grievance, the Executive Director or his/her designate and a representative from Human Resources shall meet with the Union's representative(s) and any Employee(s) affected.
- b) The Employer shall provide its response to the grievance within ten (10) Working Days of the Step I meeting.

Step II

- a) If the Step I meeting and response does not resolve the grievance, the Union may submit the grievance to the Vice-President Academic within ten (10) Working Days of receipt of the Step I response.
- b) Within ten (10) Working Days of receipt of the grievance at this step, the Vice-President Academic or his/her designate and a representative from Human Resources shall meet with the Union's representative(s) and any Employee(s) affected. The Employer shall provide its response within ten (10) Working Days of the meeting at Step II.

20.5.4 In cases involving a dismissal, the Union shall have the right to take a dispute directly to Step II of the grievance procedure.

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

20.6 **Arbitration**

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

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

- 20.6.3 The Parties agree that the following persons shall serve as the sole arbitrator on a rotating basis:
- (a) Michael Werier
 - (b) Kristin Gibson
 - (c) Arne Peltz
- 20.6.4 The persons specified in Clause 20.6.3 above shall serve 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 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. Normally, the arbitration hearing shall commence within two (2) months of the date of the selection of the arbitrator.
- 20.6.5 The arbitrator shall have the duty and power to adjudicate all differences between the Parties in accordance with the *Manitoba Labour Relations Act*, as amended from time to time.
- 20.6.6 Arbitrations shall be held at a location outside the Employer's premises, unless the Parties agree to hold the hearings on the Employer's premises in which case the Employer shall provide appropriate space for the hearing and each of the Parties.
- 20.6.7 The Parties shall make every reasonable effort to schedule arbitrations at times that do not interfere with the employment duties of the grievor and other Employees whose attendance is required at the arbitration. Where this is not possible, the grievor and other Employees shall be permitted the required time off to attend the arbitration as necessary without loss of pay or benefits.
- 20.6.8 Each Party shall be responsible for their own expenses of preparing and presenting the case to arbitration, subject to the award of costs by the arbitrator as part of the remedy. The costs of the arbitration, including the remuneration of the arbitrator, shall be shared equally by both Parties.
- 20.7 **Employer Grievance**
- An Employer grievance is a grievance initiated by the Employer. An Employer grievance shall be set forth in writing and presented to the Business Office of the Union within twenty (20) Working Days from the date of the occurrence of the circumstances giving rise to the grievance. The Union shall have ten (10) Working Days from date of receipt of the grievance in which to reply in writing to the Employer. If the reply provided by the Union does not resolve the grievance and the Employer wishes to proceed with the grievance, then within ten (10) Working Days of receipt of the Union's reply, the grievance shall be referred to arbitration in accordance with the provisions of Clause 20.6.
- 20.8 **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.
- 20.9 **Time Limits**
- Time limits as established in this Article shall be complied with unless extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld. If a grievance is not responded to within the time limits as

established or as mutually extended the grievance may be referred to the next step of the grievance procedure.

20.10 Working Day

For the purposes of this Article, a Working Day is any of the days in the interval from Monday to Friday not designated as a holiday and where the University is open.

20.11 Step Bypassing

One or more of the steps of the grievance procedure may be bypassed by mutual agreement between the Employer and the Union.

20.12 No Employee shall be subject to reprisal for exercising his or her grievance rights under this Agreement.

ARTICLE 21: OUTSIDE ACTIVITIES

21.1 Employees shall be free to engage in other activities paid or unpaid outside working hours. An Employee will not be required to obtain permission to teach at another institution, subject to satisfying the conditions outlined herein. In the course of such activities, no Employee shall exploit his or her connection with the University, however any outside professional activity that might reasonably be viewed as conflicting or interfering with the obligations, duties and responsibilities of the Employee shall require advance written permission from the Executive Director, which shall not be unreasonably withheld.

ARTICLE 22: EXPENSES AND ACCESS TO FACILITIES

22.1 The Employer shall provide all English Language Program Instructors with access to shared common space, and adequate storage space for teaching materials during the term of their contract within existing University facilities.

22.2 Where the Employer determines that any given space, facility, service, equipment, textbook or material is necessary and required for an Employee to perform her/his duties, the Employer shall be responsible for providing same to the Employee at no cost to the Employee. The Employee shall be responsible for the reasonable care of the space, facility, equipment, textbook or material, etc. while same is in her/his charge and shall return in good condition any materials provided to the Employer on the expiry of the appointment.

22.3 In accordance with University rates and policy governing travel expenses, and provided prior written approval has been given, the Employer shall reimburse the Employee for all reasonable travel expenses incurred for employment-related activities off campus.

ARTICLE 23: TECHNOLOGICAL CHANGE

23.1 The Parties define technological change as being a change in the Employer's operation directly related to the introduction of equipment or material which will result in changes to the employment status or significant changes in working conditions of one or more Employees.

23.2 The Employer will give the Union written notice of at least ninety (90) days prior to the introduction of technological change, except where this is not possible due to unforeseen or emergency circumstances, in which case the Union will be given as much notice as possible.

- 23.3 The notice will provide information regarding the nature of the technological change, the Employees who will be affected, and the expected date of implementation of the change.
- 23.4 During the notice period, the Parties shall hold meaningful consultations on the implications arising from technological change. Where such consultations involve technological change which is likely to affect the income and/or security of employment, the Parties agree to make every reasonable effort to avoid or minimize adverse effects on Members of the Bargaining Unit, but in no case will an Employee's income be negatively impacted during the current program term.
- 23.5 When the Employer introduces new equipment or material that results in a significant change to the core functions of a current Employee's job, the Employer will provide the necessary retraining, at the Employer's expense, in the operation of such equipment or material. All hours spent in training shall be considered hours worked.

ARTICLE 24: PROFESSIONAL DEVELOPMENT

- 24.1 Employees may request the opportunity to engage in professional development activities related to their duties and responsibilities as Instructors. Such activities include but are not limited to academic conferences, and attending guest lectures. Such requests shall not be unreasonably denied.
- 24.2 The Employer may pay for the registration fees of approved courses and/or conferences subject to considerations such as budget and operational requirements.
- 24.3 Time spent attending such activities shall be considered time worked, provided the event occurs on a day and time the Employee is scheduled to work.

ARTICLE 25: DURATION AND CONTINUANCE

25.1 Duration

This Agreement shall be in effect from December 6, 2011 to December 31, 2015.

25.2 Renewal

If either Party to this Agreement should desire to renew and/or revise this Agreement, then not less than thirty (30) calendar days nor more than ninety (90) calendar days prior to the expiry date established in Clause 25.1, such Party shall give written notice thereof to the other.

25.3 Savings Clause

Should it be determined that any provision or provisions of this Agreement are in violation of any legally effective and applicable Federal and/or Provincial Statute and/or Regulation(s) made there under, the Parties agree to amend the Agreement for the sole purpose of making such provision or provisions conform to such Federal or Provincial Statute or Regulation(s). All other provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

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

THE COLLECTIVE AGREEMENT

SIGNED AT WINNIPEG

This _____ day of the month of _____, 2013

For the UNIVERSITY OF WINNIPEG

For the PUBLIC SERVICE ALLIANCE OF CANADA

“Lloyd Axworthy”

“Marianne Hladun”

Lloyd Axworthy, President

Marianne Hladun, Regional Executive Vice-President,
Prairies

“Laurel Repski”

“Seth Sazant”

Laurel Repski, Chief Negotiator

Seth Sazant, Negotiator

“Nigel Dixon”

“Sharon Muldrew”

Nigel Dixon

Sharon Muldrew

“Shelley Mangiacotti”

“Campbell Martin”

Shelley Mangiacotti

Campbell Martin

“Eve Finnbogason”

“Eric Violago”

Eve Finnbogason

Eric Violago

LETTERS OF UNDERSTANDING

LETTER of UNDERSTANDING:

OFFICE SPACE

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG

- and -

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

RE: OFFICE SPACE

In order to facilitate the administration of the Agreement, the Employer shall make reasonable efforts to make office space available to the Union, on the same basis and at the same rates as it is provided to other bargaining agents. If possible, this space shall be accessible to people with disabilities.

DATED this 28th day of March, 2013

FOR THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG

FOR THE PUBLIC SERVICE ALLIANCE OF
CANADA

“Laurel Repski”

“Seth Sazant”

Laurel Repski, Chief Negotiator
The University of Winnipeg

Seth Sazant, Chief Negotiator
The Public Service Alliance of Canada

LETTER of UNDERSTANDING:

SAFETY AND HEALTH

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG (the Employer)

- and -

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

RE: Article 18 – Safety and Health

Subject to approval by the University Workplace Safety and Health Committee (the Committee), the Union Local shall be entitled to elect or appoint one member to sit on the Committee. The Employer will advocate to the Committee for the Local to be provided such a seat on the Committee.

In the event that the Union Local is provided a seat on the Committee, the Union member shall be provided time off without loss of pay or benefits to attend educational offerings in accordance with Article 44 (1) of *The Workplace Safety And Health Act of Manitoba*.

Dated this 28th day of March, 2013

“Laurel Repski”

“Seth Sazant”

Laurel Repski, Chief Negotiator
The University of Winnipeg

Seth Sazant, Chief Negotiator
The Public Service Alliance of Canada

APPENDICES

APPENDIX A: ELP INSTRUCTOR CLASSIFICATIONS AND E.I. HOURS

Instructor Classification	Class Type	Employment Insurance (E.I.) Hours	
Explore Program Instructor	Morning	105	
	Conversation	40	
	Workshops	40	
Short-Term and Customized Instructor	Morning	85	
	Conversation	25	
	Workshops	40	
14 Week Program Instructor			
<i>Academic 3</i>	Morning	283	
<i>Academic 4</i>	Morning	283	
<i>Academic 5</i>	Morning	283	
<i>Academic 5 Adjunct</i>	Afternoon Seminar	110	
<i>General 3</i>	Morning	283	
<i>General 4</i>	Morning	283	
<i>General 5</i>	Morning	283	
<i>General Stream</i>	Afternoon Seminar	75	
<i>Foundations 1</i>	Morning	283	
<i>Foundations 2</i>	Morning	283	
<i>Foundations 3</i>	Morning	283	
<i>Foundations Stream</i>	Afternoon Seminar	75	

Instructor Classification	Class Type	Employment Insurance (E.I.) Hours	
English for Specific Purposes Instructor (Gov. Funded)			
<i>English for Professional Purposes</i>	<i>In-Person Delivery</i>	180	
	<i>On-Line Delivery</i>	145	
<i>University Preparation Program</i>	<i>In-Person Delivery</i>	180	
	<i>On-Line Delivery</i>	145	
ESL Teacher Certificate Program Instructor			
	<i>In-Person Delivery</i>	85	
	<i>On-Line Delivery</i>	70	

APPENDIX B: PAY SCALES

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

- 1) Effective the first day of the Winter Term 2014, there shall be a general increase to pay scales of 2.0% and the multiple choice marking rate shall be increased to the rate paid for invigilating/essay marking/oral testing.
- 2) Effective the first day of the Winter Term 2015, there shall be a general increase to pay scales of 2.0%.

In addition, effective the first pay period following ratification of the Agreement, all Employees who were employed during the Fall Term 2013 shall receive a lump sum settlement as follows:

- a) those who have taught at least one course/workshop in each of the years since certification (December 6, 2011 to December 5, 2012 and December 6, 2012 to the date of ratification), shall receive an \$800 settlement.
 - b) those who have taught at least one course/ workshop in only one of the above years shall receive a \$200 settlement.
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14 Week English Language Program
Pay Scale - Effective 1st Day of Winter Term (January 6, 2014): Plus 2%

	Starting	Three sessions of Service	Six sessions of Service or Master's Degree (at least 3 courses completed)	Twelve sessions of Service or Master's Degree (at least 5 courses completed)	Fifteen sessions of service or Master's Degree completed	Twenty-one sessions of service or Master's Degree completed and six sessions of service	Twenty-seven sessions of service or Master's Degree completed and fifteen sessions of service	Thirty sessions of service or Master's Degree completed and eighteen sessions of service
One seminar	\$1,986	\$2,041	\$2,096	\$2,151	\$2,206	\$2,261	\$2,316	\$2,372
Two seminars (also used for A5 Adjunct)	\$3,683	\$3,791	\$3,899	\$4,008	\$4,116	\$4,224	\$4,332	\$4,440
Morning only	\$7,266	\$7,471	\$7,676	\$7,881	\$8,086	\$8,291	\$8,496	\$8,701
Morning + seminar	\$9,029	\$9,289	\$9,549	\$9,809	\$10,069	\$10,330	\$10,590	\$10,850
Morning + 2 seminars (also used for Mornings + A5 Adjunct)	\$10,726	\$11,039	\$11,353	\$11,666	\$11,979	\$12,292	\$12,605	\$12,918

* A session is considered to be all or part of a fourteen-week period

* Teaching in multiple programs in one fourteen-week period counts as one session

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

**Pay Scale - Effective 1st Day of Winter Term (January 20, 2014): Plus 2%
English as a Second Language Teacher Certificate Program (ESL TCP)**

	<i>Rate</i>	<i>Hours</i>	<i>Total</i>
Course Stipend		n/a	\$2,040

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

Pay Scale - Effective 1st Day of Winter Term (January 13, 2014): Plus 2%
English for Specific Purposes (Gov. Funded)

	Rate	Number of hours	Total	1-6 terms	7-12 terms	13 terms and beyond
Uprep & Foundations Course Stipend	n/a	72.00	n/a	\$3,162	\$3,315	\$3,534
Int. Educated Professionals Course Stipend	n/a	72.00	n/a	\$3,534	\$3,687	\$3,978
On line ESP Course (per student)						
Per Student	\$40.80 per student per week	72 hours	Dependent on student enrollment			
Prep/Revision of materials	\$25.50/hour for up to two hours per week	12 weeks	\$612.00			
Admin						
Staff Meetings	\$25.50	12 hours	\$306.00	n/a	n/a	n/a
Curriculum and Instructor Support, PD and Peer Observations	\$25.50	7 (max)	\$178.50 (max)	n/a	n/a	n/a

*** All rates and appointments are subject to government funding

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

Pay Scale - Effective 1st Day of Winter Term (January 6, 2014): Plus 2%
Explore Program (Gov. Funded)

(June - 5 week)	<i>Rate / hour</i>	<i># of hours</i>	<i>Total</i>
Morning Instructor Course Stipend	n/a	n/a	\$1,836
Workshop Instructor Course Stipend	n/a	n/a	\$408
Conversation Class Instructor Course Stipend	n/a	n/a	\$408
Admin Pay	\$18.56	10	\$186

*** All rates and appointments are subject to government funding

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

Pay Scale - Effective 1st Day of Winter Term (January 6, 2014): Plus 2%
Short Term & Customized Program

(July, Aug, Jan., CWE - 4 Week)	Rate / hour	# of hours	Total
Morning Instructor Course Stipend	n/a	n/a	\$ 1,710.67
Workshop Instructor Course Stipend	n/a	n/a	\$ 608.90
Conversation Class Instructor Course Stipend	n/a	n/a	\$ 393.31

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

** On rare occasions that a program extends beyond 4 weeks, the stipend amount will be adjusted accordingly

Other Compensation Amounts (outside the course stipend amounts)

Effective 1st Day of Winter Term 2014: Plus 2%

Program	Substitute Teaching	Placement Test (beyond contractual duties)		ESL TCP Practicum Student Sponsor Teacher Honorarium	Marking Stipends	
		Invigilating/essay marking/ oral testing	Multiple choice marking			
14 Week Program	\$27.85 Hourly	\$18.56 Hourly	\$18.56 Hourly	\$51 = 5 hours; \$102 = 10 hours	up to & including 16 students \$408	17 students and up \$561
Academic 4 Only					\$408	\$561
Academic 5 Only						
Short-Term and Customised Programs	-	\$18.56 Hourly	-	\$51 = 5 hours; \$102 = 10 hours	-	-
ESL TCP	-	-	-	-	For on-line courses with over 15 students = \$25.50	
English for Specific Purposes	-	-	-	\$51 = 5 hours; \$102 = 10 hours		

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

Note: These amounts are on an "as needed" or "as required" basis.

14 Week English Language Program
Pay Scale - Effective 1st Day of Winter Term 2015: Plus 2%

	Starting	Three sessions of Service	Six sessions of Service or Master's Degree (at least 3 courses completed)	Twelve sessions of Service or Master's Degree (at least 5 courses completed)	Fifteen sessions of service or Master's Degree completed	Twenty-one sessions of service or Master's Degree completed and six sessions of service	Twenty-seven sessions of service or Master's Degree completed and fifteen sessions of service	Thirty sessions of service or Master's Degree completed and eighteen sessions of service
One seminar	\$2,026	\$2,082	\$2,138	\$2,194	\$2,250	\$2,306	\$2,362	\$2,419
Two seminars (also used for A5 Adjunct)	\$3,757	\$3,867	\$3,977	\$4,088	\$4,198	\$4,308	\$4,419	\$4,529
Morning only	\$7,411	\$7,621	\$7,831	\$8,040	\$8,249	\$8,458	\$8,667	\$8,876
Morning + seminar	\$9,210	\$9,475	\$9,740	\$10,005	\$10,270	\$10,537	\$10,802	\$11,067
Morning + 2 seminars (also used for Mornings + A5 Adjunct)	\$10,941	\$11,260	\$11,580	\$11,899	\$12,219	\$12,538	\$12,857	\$13,176

* A session is considered to be all or part of a fourteen-week period

* Teaching in multiple programs in one fourteen-week period counts as one session

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

Pay Scale - Effective 1st Day of Winter Term 2015: Plus 2%
English as a Second Language Teacher Certificate Program (ESL TCP)

	<i>Rate</i>	<i>Hours</i>	<i>Total</i>
Course Stipend	n/a	n/a	\$2,081

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

English for Specific Purposes (Gov. Funded)
Pay Scale - Effective 1st Day of Winter Term 2015: Plus 2%

	Rate	Number of hours	Total	1-6 terms	7-12 terms	13 terms and beyond
Uprep & Foundations Course Stipend	n/a	72.00	n/a	\$3,225	\$3,381	\$3,605
Int. Educated Professionals Course Stipend	n/a	72.00	n/a	\$3,605	\$3,761	\$4,058
On line ESP Course (per student)						
Per Student	\$41.62 per student per week	72 hours	Dependent on student enrollment			
Prep/Revision of materials	\$26.01/hour for up to two hours per week	12 weeks	\$624.24			
Admin						
Staff Meetings	\$26.01	12 hours	\$312.12	n/a	n/a	n/a
Curriculum and Instructor Support, PD and Peer Observations	\$26.01	7 (max)	\$182.07 (max)	n/a	n/a	n/a

** All rates and appointments are subject to government funding
* All amounts are inclusive of vacation pay, statutory holiday pay

**Pay Scale - Effective 1st Day of Winter Term 2015: Plus 2%
Explore Program (Gov. Funded)**

(June - 5 week)	Rate / hour	# of hours	Total
Morning Instructor Course Stipend	n/a	n/a	\$1,873
Workshop Instructor Course Stipend	n/a	n/a	\$416
Conversation Class Instructor Course Stipend	n/a	n/a	\$416
Admin Pay	\$18.93	10	\$190

** All rates and appointments are subject to government funding

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

Pay Scale - Effective 1st Day of Winter Term 2015: Plus 2%

Short Term & Customized Program

(July, Aug. Jan., CWE - 4 Week)	Rate / hour	# of hours	Total
Morning Instructor Course Stipend	n/a	n/a	\$ 1,744.88
Workshop Instructor Course Stipend	n/a	n/a	\$ 621.08
Conversation Class Instructor Course Stipend	n/a	n/a	\$ 401.18

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

** On rare occasions that a program extends beyond 4 weeks, the stipend amount will be adjusted accordingly

Other Compensation Amounts (outside the course stipend amounts)

Effective 1st Day of Winter Term 2015: Plus 2%

Program	Substitute Teaching	Placement Test (beyond contractual duties)		ESL TCP Practicum Student Sponsor Teacher Honorarium	Marking Stipends
		Invigilating/essay marking/oral testing	Multiple choice marking		
14 Week Program	\$28.41 Hourly	\$18.93 Hourly	\$18.93 Hourly	\$52.02 = 5 hours; \$104.04 = 10 hours	up to & including 16 students
Academic 4 Only					\$416
Academic 5 Only					\$416
Short-Term and Customised Programs	-	\$18.93 Hourly	-	\$52.02 = 5 hours; \$104.04 = 10 hours	-
ESL TCP	-	-	-	-	For on-line courses with over 15 students = \$26.01
English for Specific Purposes	-	-	-	\$52.02 = 5 hours; \$104.04 = 10 hours	

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

Pay Scale - 2014 and 2015
Full-time Term Instructors - 35 hours per week

	Range Minimum	Range Maximum
Effective 1st Day of Winter Term (January 20, 2014)	\$47,802	\$66,923
Effective 1st Day of Winter Term - 2015	\$48,758	\$68,261