

COLLECTIVE AGREEMENT

between

THE BOARD OF REGENTS,

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ARTICLE 1:

ARTICLE 2: PREAMBLE

2.1 The Parties recognize that the fundamental goals of a university are the following:

- 1) The attainment of high standards of academic excellence in the pursuit and dissemination of knowledge to be achieved principally through teaching, scholarship and research;
- 2) The development of skills and attitudes essential for scholarly study and scientific investigation and for the effective sharing of the results of these activities with fellow scholars and with the community at large;
- 3) The encouragement of the pursuit of truth by individuals and groups through research, free enquiry and criticism in order to extend the frontiers of knowledge and comprehension;
- 4) The provision of an environment which will support the intellectual, cultural, spiritual and physical development of students;
- 5) The provision of an environment that promotes the full and equal participation of all people in the life of the University as employees as defined in their respective collective agreements;

- 4.2 The Association shall have the right to include a Member of the Contract Academic Staff Bargaining Unit in this LMC for those matters regarding the Contract Academic Staff Collective Agreement.
- 4.3 The Contract Academic Staff LMC shall be comprised of a maximum of three (3) representatives from each of the parties.
- 4.4 LMC meetings for matters relating to Contract Academic Staff shall be held contiguous to Labour Management meetings established under the UWFA-RAS Collective Agreement.

ARTICLE 5: ACADEMIC FREEDOM

- 5.1 The search for knowledge and its free exposition is a fundamental characteristic of the continuing self-examination necessary to maintain a dynamic, free and vital society. In this context Members shall be entitled to the exercise of academic freedom as it relates to their teaching respon (i)3.2 (r)-6.4 dtd.1 (b)-12.2aesS h 5 3 0 T 2 2

accordance with procedures established by the Employer in *The University of Winnipeg Respectful **Working and Learning** Environment Policy*.

- 6.4 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 7: EXISTING PRACTICES

- 7.1 The **Employer** agrees that, during the term of this Agreement, it shall not create, amend or rescind by-laws or policies that would amend a term or condition of employment of Members as set out in this Agreement unless the Association provides written confirmation of its agreement with the proposed change in the by-law or policy.
- 7.2 Where the Employer proposes to establish a new by-law or policy or change an existing by-law or policy, which does not effect a change in the terms or conditions of Members' employment as set out in this Agreement, but which has disciplinary consequences for Members or which affects the rights, duties and responsibilities of Members as set out in this Agreement, the Employer shall consult the Association.

ARTICLE 8: RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- 8.1 Members have the right to participate in Association business and to transact Association business on University property provided that such business does not interrupt or interfere with the Member's performance, duties and responsibilities to the Employer.
- 8.2 The dues as established by the Association from time to time shall be deducted by the Employer from the salary of each Member.
- 8.3 No later than ten (10) working days after the last pay period of the month, 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.
- 8.4 The Association shall advise Human Resources, in writing, of any change in the dues of the Association thirty (30) days prior to the first day of the month in which the change is to become effective.
- 8.5 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 so received in error by the Association, and shall deduct such amount from the following month's cheque to the Treasurer of 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 instructions.
- 8.6 The President of the Association shall inform the President and the **Associate** Vice-President, Human Resources of the names of Members holding official positions in the Association within five (5) working days of their selection and of other Members selected for responsibilities pursuant to this Agreement within five (5) working days of their selection.

- 8.7 The Employer shall refer a prospective Member to the relevant section of the University website for access to the Agreement, and shall provide, if requested, the Agreement in paper form.
- 8.8 Correspondence between the Parties with respect to the administration of this Agreement shall be between the President of the University addressed to the **Associate** Vice-President, Human Resources, and the President of the Association addressed to the Association's Office.
- 8.9 The Employer agrees to have the Agreement printed within forty-five (45) working days of the signing of the Agreement. The costs of the printing shall be shared between the Parties on a pro rata basis dependent upon the number of Agreements required by each Party. Human Resources shall provide the Association with an electronic copy of the signed Agreement in the format currently in use.

ARTICLE 9: ACCESS TO INFORMATION

- 9.1 Human Resources shall provide the Association with a list of all Members which shall include the following: name, a list of all courses taught in the current Academic Term, compensation, home address and telephone number if provided, and work email address as follows:
 - 1) By October 15 for the Fall Term;
 - 2) By February 1 for the Winter Term; and
 - 3) By May 1 for the Spring Term.

ARTICLE 10: MANAGEMENT RIGHTS

- 10.1 The Association recognizes, without excluding or limiting any other management rights not

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ARTICLE 13: COPYRIGHT/INTELLECTUAL PROPERTY

13.1 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.

Intellectual Property

This definition means Works or Other Intellectual Property.

Moral Rights

Subject to the *Copyright Act*, Moral Rights is 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*, this 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;

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- b) Members' participation in department meetings is entirely voluntary and without remuneration to the Member.
- 14.7.2 Where issues to be discussed are directly relevant to the Member's responsibilities and the Member is unable to attend, the Chair shall inform the Member of the results of the meeting.

14.8 ACTIVITY REPORT

- 14.8.1 No later than February 1 of each year, a Member, who intends to earn, or retain the Right of First Refusal (RoFR) shall submit a Annual Activity Report (Appendix A) to the Department Chair/Director or equivalent. **An exception to this shall be for those Members who teach one (1.0) FCE in the Fall/Winter Term, who may submit their Activity Report by June 1. There shall be one Activity Report per completed course.**

- 14.8.2 a) The Activity Report shall include relevant activities **from the course**. The Member shall provide evidence of satisfactory performance of **their** teaching/professional responsibilities, and may include, but not necessarily be limited to, **the results of Senate approved Course/Instructor evaluations**, classroom evaluations and a Teaching Portfolio or Dossier or other such evidence of satisfactory teaching as determined by the Member.

- b) Pursuant to Article 15 and maintaining the RoFR, the Member shall indicate on their Activity Report whether **or not** they wish to teach the course(s) again.

- 14.8.2 Members teaching in more than one (1) department shall submit an Activity Report to each Department Chair/Director or equivalent but shall include only information relevant to that Department.

14.9 EVALUATION REPORT

- 14.9.1 A Member who submits an Activity Report shall be evaluated at least once per Acp.be -8 (a(14.2,3 (l)3.1 (u

ARTICLE 15: APPOINTMENTS

15.1 POSTING PROCESS AND PROCEDURES

15.1.1 At least once in an Academic Year, prospective contract teaching positions shall be posted on the University's website.

15.1.2 The positions shall normally be posted for a period of not less than fifteen (15) working days. The University may also solicit expressions of interest in contract teaching positions from specific target groups.

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

a) A position vacancy is created as a result of sick leave or other leaves of absence (such as maternity leave) where the start date of the position does not allow for the normal posting period plus preparation time for the successful applicant;

b) A position for which an individual was instrumental in the init()-12.1 (y)-8 ()c.011 (r)s.4 (entd2P-hl;(he p)-
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- b) Two (2) Academic Years within;
- c) Four (4) successive Academic Years in which the course is offered; and
- ii) The Member has submitted the requisite Activity Reports in at least two (2) separate evaluation cycles in accordance with Article 14 for the eligible course(s), (minimum 0.5 FCE); and
- iii) The Member's Activity Reports and Evaluation Reports pursuant to Article 14 establish to the Chair's and/or Dean's satisfaction that the Member performed **their** duties satisfactorily.

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

15.2.3 Where a Member has met the criteria specified in Clause 15.2.1, the Employer shall inform the Member in writing that the Member has earned the RoFR for a specific course and copy the Association. The RoFR shall be effective with the commencement of the Fall Term of the calendar year in which it is earned.

15.3 MAINTAINING / LOSING / REGAINING THE RIGHT OF FIRST REFUSAL

- 1) The Member shall retain the RoFR for the course provided that:
 - a) The Member files an Annual Activity Report in accordance with Clause 14.8; and
 - b) The Member's performance for the course continues to be evaluated as satisfactory or higher under Clause 14.9; and
 - c) The Member has indicated in writing to the Chair as required with the Annual Activity Report that the Member wishes to teach the course again in accordance with Clause 15.1.3(d); and
 - d) The Member accepts the appointment and teaches the specified course at least once in an Academic Year when it is offered to **the Member** unless:
 - i) The Member is unable to do so for medical reasons supported by documentation acceptable to the Employer; or
 - ii) The Member is taking statutory leave such as Maternity/Parental Leave or Compassionate Care Leave, supported by documentation; or
 - iii) The Member has accepted a temporary appointment with the Employer; or
 - iv) The Member has agreed to teach another CAS course for the Employer and

15.6 LETTER OF APPOINTMENT

15.6.1 Appointments shall be made by the appropriate Dean or Associate Dean after due consideration of the recommendation of the Chair.

15.6.2 As soon as reasonably practicable, the successful candidate shall receive a letter of appointment in duplicate from the Dean or designate specifying the terms of employment as follows:

- i) The Department or unit in which the appointment is made, the course to be taught, and compensation;
- ii) The date on which the appointment commences and duration of the appointment;
- iii) The number of student course credit hours;
- iv) The date by which the candidate must return to the Dean or designate a signed copy of the letter of appointment accepting the offer; and
- v) A statement that the Association is the sole and exclusive bargaining agent for Members, that the appointment is subject to the terms of this Agreement, that the Agreement can be accessed on the University's web-site (including providing a reference to the specific web address for the Agreement); and
- vi) A request to activate their University email account.

15.6.3 A copy of the signed Letter of Appointment shall be forwarded to the Association within ten (10) days of the Dean's receipt of the signed letter.

15.7 A Member's appointment is effective on the date specified in the Letter of Appointment and **they** shall not be required to perform any tasks related to the appointment until the effective date.

ARTICLE 16: LEAVES

16.1 ACADEMIC/PROFESSIONAL RELEASE

16.1.1 **Upon prior approval of the Chair or equivalent, a** Member shall be granted release time from regularly scheduled duties for up to two (2) days per Academic Term in order to attend a conference, seminar or workshop for academic and professional development related to a Member's duties provided that the Member is able to reschedule their teaching responsibilities to students.

16.1.2 A Member who is invited to speak at a conference, seminar, or workshop related to their academic discipline shall be granted release time in accordance with the provisions set out in Clause 16.1.1, upon provision of the letter of invitation **and prior approval of the Chair or equivalent.**

16.2 JURY/COURT LEAVE

16.2.1 Members who are summoned to be witnesses or jurors by a court or any body with the power of subpoena shall, if their attendance requires them to be absent from their scheduled responsibilities, notify their Chair of the summons as soon as possible. Members shall supply the Chair with a copy of the summons.

Members who have complied with the foregoing shall be granted a leave of absence without pay during the period of service to the court or summoning body that conflicts with their teaching responsibilities and which cannot be rescheduled. The Member shall assist the Chair to provide such materials and briefings as may be necessary to ensure continuity of teaching responsibilities during their absence. The Member shall be returned to their position upon their return from jury/court duty unless the appointment has expired.

Where a Member is unable to fulfill their responsibilities due to a motor vehicle accident for which they may claim wage loss benefits from **MPI**, the Employer shall discontinue payments to the Member and shall ensure that the documentation confirming the Member's salary at the time of the accident is submitted promptly to **MPI**.

16.7

PREGNANCY LEAVE

16.7.1

The University shall, upon the request of a pregnant member who is teaching at the University at the time of application and who taught for the entirety of the previous Academic Term, and who provides a medical certificate indicating the expected birth date, grant the Member seventeen (17) weeks of unpaid pregnancy leave. A Member who has not fulfilled the service requirements shall, subject to the non-service requirements set out in this clause,

- 17.2 **A Member required to teach in the absence of the assigned instructor shall be compensated a pro-rata amount determined by the number of classes taught.**
- 17.3 A Member teaching above three (3) FCE in an Academic Year shall be compensated at 125% of the rate that the Member would ordinarily attract for that same course.
- 17.4 **Effective August 1, 2023, a Member who has earned RoFR for a course in accordance with Clause 15.2.1 shall be paid a premium of \$350 for that course in addition to the rate outlined in 17.1.**

ARTICLE 18: COURSE CANCELLATION

- 18.1 The Employer agrees that once a Member has accepted an offer of employment, there shall be no layoff or reduction in normal earnings for the Member except by reason of course cancellation, contract discontinuance for just cause, or in accordance with the terms of this Agreement.
- 18.2 If the Employer cancels a course prior to the first day of classes, the Member shall be paid a cancellation stipend of \$400.00 per 1 FCE (6 credit hours or pro-rated accordingly) pro rata to a Member's percentage responsibility for the course.
- 18.3 If the Employer cancels a course within the two (2) week period following the first day of classes, the Member shall be paid a cancellation stipend of **\$800.00** per 1 FCE (6 credit hours or pro-rated accordingly) pro rata to a Member's percentage responsibility for the course.

ARTICLE 19: DISCIPLINE

- 19.1 ARTtai

20.2 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.

20.3 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.

(Human Resources). All grievances filed at Step II shall be delivered to the **Vice-President (Academic)** with a copy to the **Associate Vice-President (Human Resources)**.

- 2) No later than ten (10) working days following the receipt of the grievance, the grievance process will commence.

20.12

GRIEVANCE STEPS

- 1) Step I Grievance
 - a) No later than ten (10) working days following receipt of the grievance, the appropriate Dean/Administrator or **their** designate and a representative from Human Resources shall meet with the Association's representative(s) and any Member(s) affected.
 - b) The Employer shall provide its response to the grievance within ten (10) working days of the meeting.
 - c) In the event that the Association's representative(s) and the Employer's representative cannot resolve the grievance within ten (10) 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.
- 2) 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 **Vice-President (Academic)** of the University (copy to Human Resources) 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 Vice-President (Academic) or **their** designate and a representative from Human Resources shall meet with the Association's representative(s) and any Member(s) affected. The Employer shall provide its response within ten (10) working days of the meeting at Step II.
 - c) In the event that the grievance is denied, the **Vice-President (Academic)** shall forward in writing, to the Association's representative(s), the reasons for denying the grievance.

20.13

ARBITRATION

- 1) The Association may, within ten (10) working days of receipt of the response after Step II, give written notice of its intention to submit the matter in dispute to an arbitrator for final and binding arbitration.
- 2) The Parties agree that the following persons shall serve as the single arbitrator on a rotating basis:
 - a) Michael Werier
 - b) **Blair Graham**
 - c) Arne Peltz
- 3) The persons specified in Clause 20.13(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 **six (6)** 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

THE COLLECTIVE AGREEMENT

SIGNED AT WINNIPEG

This 18th day of the month of January, 2024

For the UNIVERSITY OF WINNIPEG

**For the UNIVERSITY OF WINNIPEG FACULTY
ASSOCIATION**

“T. Mondor”

“P. Miller”

Todd Mondor, President

Peter Miller, President

“A. Reynante”

“A. Bendor-Samuel”

Archielee Reynante, Chief Negotiator

Andrew Bendor-Samuel, Chief Negotiator

“L. Hellsten”

“C. Rohne”

Laurie-Ann Hellsten

Carmen Rohne

LETTERS OF UNDERSTANDING

LETTER of UNDERSTANDING:

DISTANCE ALLOWANCE FOR INSTRUCTORS TRAVELLING TO NORTHERN COMMUNITIES

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG

- and -

THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION
(CONTRACT FACULTY UNIT)

RE: DISTANCE ALLOWANCE FOR INSTRUCTORS TRAVELLING TO NORTHERN
COMMUNITIES TO TEACH PER INTER-UNIVERSITIES SERVICES

Whereas some Contract Faculty are hired to teach in northern Manitoba communities as part of the University of Winnipeg commitment to the Inter-Universities Services, and

Whereas there is a long-standing practice of enhancing their teaching salary amount by a Distance Allowance that is based on an amount of \$3.25/km; and

Whereas the Distance Allowance recognizes that there is an additional time commitment of an Instructor for travel time when an Instructor does not live in the community in which they will be teaching a course.

Therefore the Parties hereby agree that a Contract Faculty member who is teaching in a northern Manitoba community in which they do not reside, pursuant to the Inter-Universities Services (IUS) agreement, shall be paid a Distance Allowance as set out in the 2006 schedule prepared by Inter-Universities Services, a copy of which is attached to this Letter of Understanding.

DATED this 27th day of July, 2006

FOR THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG

FOR THE UNIVERSITY OF WINNIPEG
FACULTY ASSOCIATION

"Lloyd Axworthy"

"Kristine Hansen"

Lloyd Axworthy, President
University of Winnipeg

Kristine Hansen, President
U.W.F.A.

Attach: Distance Allowance Schedule

APPENDIX A:

Comments:

Signature of Dean

Date