

UNIVERSITY of Manitoba

University of Manitoba -University of Manitoba Faculty Association

2017 - 2021 Collective Agreement: <u>Sections and Appendices as Negotiated</u> <u>Pursuant to Appendix I</u>

ARTICLE 7. BENEFITS

7.1 Staff Benefits

- 7.1.1 The present staff benefits consisting of the University of Manitoba Pension Plan (1993), Group Term Life Insurance Plan, Group Term Dependent Insurance Plan, Accidental Death and Dismemberment (Basic), Accidental Death and Dismemberment (Voluntary), University of Manitoba Long-Term Disability Income Plan, Group Health Insurance Policy 20778 GH (including the Health Care Spending Account), Group Dental Plan Policy 67000, and the University Employee Assistance Program shall continue to cover eligible Members for the duration of this Agreement.
- 7.1.1.1 The Health Care Spending Account annual maximum shall be:
 - i) \$725.00, effective April 1, 2017;
 - ii) \$725.00, effective April 1, 2018;
 - iii) \$725.00, effective April 1, 2019;
 - iv) <u>\$825.00*, effective April 1, 2020.</u> Amount to be determined pursuant to Appendix 'I', effective April 1, 2020.
 *NOTE: This is not an increase; it reflects the current rate.
- 7.1.2 The Staff Benefits Committee shall include five (5) representatives appointed by the Association.
- 7.1.3 All Members shall receive a summary of all benefits mentioned in s. 7.1.1 hereof.

7.2 **Tuition Fee Remission**

- 7.2.1 Members are eligible for tuition fee remission in accordance with sections 7.2.2, 7.2.3, 7.2.4 and 7.2.5.2.
- 7.2.2 When a Member applies for registration in a credit course or a professional or career development course or a seminar offered by the University or another university or institution, whether within or outside the country, for which he/she intends to apply for tuition fee remission, the Member shall first obtain the written authorization of his/her dean/director which is subsequently approved by the Provost and Vice-President (Academic). The taking of such a course shall not interfere with the Member's primary University duties.
- 7.2.3 A Member may be eligible for tuition fee remission for a program of study leading to a graduate degree/diploma offered by the University or another university or institution, whether within or outside the country, for the purposes of a change in academic specialization which has been recommended in writing

by the dean/director and is subsequently approved by the Provost and Vice-President (Academic).

- 7.2.4 Upon successful completion of a credit course or a professional or career development course or a seminar or a degree/diploma program authorized as in s. 7.2.2 or s. 7.2.3 of this Article, the Member shall be entitled to remission of the tuition fee for such a course or program in an amount not to exceed the tuition payable for the equivalent or comparable course or program offered at the University. Applications for remission of fees shall be submitted to the Director of Learning and Development Services.
- 7.2.5 In addition, for courses authorized as in s. 7.2.2 and s. 7.2.3 of this Article:
- 7.2.5.1 The normal criteria for admission shall apply.
- 7.2.5.2 There shall be no remission of special charges associated with such courses or registration, e.g. travel programs, UMSU fees, caution fees, textbooks and supplies, medical/dental insurance and U Bus Pass and any other expenses that are added to the usual tuition fees.
- 7.2.5.3 The University reserves the right to refuse to register a Member in a credit course or degree/diploma program if a fee-paying student would be denied registration as a result of the registration of the Member.

ARTICLE 16. WORKING CONDITIONS

16.1 Parking

16.1.1 The University will:

i) provide Members with parking space at either the Fort Garry Campus or the Bannatyne Campus at an annual fee of not more than:

\$595.48 (effective September 1, 2017 to August 31, 2018)

\$599.95 (effective September 1, 2018 to August 31, 2019)

\$605.95 (effective September 1, 2019 to August 31, 2020)

<u>\$605.95 (effective September 1, 2020 to August 31, 2021)</u>

Amount to be determined pursuant to Appendix 'I' (effective September 1, 2020 to August 31, 2021)

in accordance with the parking regulations; or

ii) reimburse Members who obtain parking space at or near St. Boniface Hospital as follows:

for the period September 1, 2017 to August 31, 2018, up to a maximum of \$595.48 for the amount the Member has paid in excess of \$595.48.

for the period September 1, 2018 to August 31, 2019, up to a maximum of \$599.95 for the amount the Member has paid in excess of \$599.95.

for the period September 1, 2019 to August 31, 2020, up to a maximum of \$605.95 for the amount the Member has paid in excess of \$605.95.

for the period September 1, 2020 to August 31, 2021, up to a maximum of \$605.95 for the amount the Member has paid in excess of \$605.95.

for the period September 1, 2020 to August 31, 2021, up to a maximum of an amount to be determined pursuant to Appendix 'I' for the amount the Member has paid in excess of that amount to be determined pursuant to Appendix 'I'.

16.1.2 The University will arrange for parking to be available for staff from one campus who visits the other campus in the course of their duties.

16.2 Administrative Support

Administrative support shall, as far as practicable, be made available to Members for University business, such as teaching, research and professional activities. Priorities for the allocation of administrative support shall be determined by the dean/director, subject to the proviso that the University shall provide administrative support to Members for travel booking and expense management systems (e.g., CONCUR).

16.3 Safety

The University will maintain working conditions in classrooms, laboratories and offices in accordance with acceptable standards of safety and health and in conformity with all pertinent regulations. In so doing, the University shall consult the affected departments/faculties/schools.

16.4 **Off-Campus Duties**

- 16.4.1 The University may be required from time to time to assign to faculty members/instructors the teaching of courses off campus. The University agrees that before making such assignment, it will attempt to obtain the maximum degree of cooperation and agreement of the staff involved.
- 16.4.2 Where a Member has duties at more than one geographic location, the University shall reimburse the Member for any additional travel expense incurred in travelling between these locations in accordance with the Travel Expense Policy.

16.5 Structure

No alteration to the faculties, schools, departments and the University of Manitoba Library systems, including its departments shall occur unless:

- 16.5.1 The members of each applicable faculty/school council and in the case of the libraries, the members of the academic staff with academic librarian rank, shall receive a copy of the proposed alteration, in the same form with the same content, including all accompanying materials, as will be presented to Senate.
- 16.5.2 Such documentation shall be received at least twenty (20) working days prior to the meeting of Senate which is to consider the matter.
- 16.5.3 The dean/director of each faculty/school shall schedule a meeting of the faculty/school council, or in the case of the libraries, the University Librarian shall schedule a meeting of the academic staff members with academic librarian rank meeting in committee, ten (10) working days before the matter is to be considered by Senate.

- 16.5.4 At the meeting, described in s. 16.5.3 hereof, the faculty/school council, or in the case of the libraries, the academic librarians meeting in committee, shall discuss the proposed alteration and vote by secret ballot on the proposed alteration.
- 16.5.5 The results of the vote and a copy of the motion voted on, including any amendments, shall be forwarded, in writing, by the dean/director to all members of his/her faculty/school council or in the case of the libraries, by the University librarian to the academic staff members with academic librarian rank. The dean/director/University librarian shall also forward the results of the vote and a copy of the motion voted on, including any amendments, to the University Secretary. The University Secretary shall forward the results of the vote and a copy of the motion voted on, including any amendments, to all members of Senate and to all members of the Board of Governors, prior to either body considering the alteration.
- 16.5.6 Nothing herein prevents the dean/director/University librarian from holding other meetings prior to the meeting described herein to discuss any proposed alteration.

ARTICLE 23. SUMMER SESSION AND EXTENDED EDUCATION DIVISION INSTRUCTION

23.1 Summer Session 1 and 2

23.1.1 A Member who in addition to his/her normal teaching assignment teaches in Summer Session 1 and 2 shall receive a stipend of not less than the following per six (6) credit hour course:

Year	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Stipend	\$8,649	\$8,714	\$8,801	<u>\$8,801</u> Amount to be
determined pursuant to Appendix 'I'.				

The stipend for a course less than a six (6) credit hour course shall be calculated on a pro rata basis. The actual amount of each stipend shall be determined administratively.

23.2 Extended Education

23.2.1 A Member who teaches in any of the business and professional non-degree career development programs, seminars or business courses administered by Extended Education, except those noted in s. 23.1, s. 23.2.2 and s. 23.3, shall receive a stipend of not less than the following per class hour:

Effective Sept	1 <u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Stipend	\$97.57	\$98.30	\$99.28	<u>\$99.28</u> Amount to be
	deter	mined pursuant t) Appendix 'I'.	

The actual amount of each stipend shall be determined administratively.

23.2.2 A Member who teaches in all other non-degree general interest programs, seminars or courses administered by the Extended Education, shall receive a stipend of not less than the following per class hour:

Effective Sept	1 <u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Stipend	\$54.22	\$54.63	\$55.18	<u>\$55.18</u> Amount to be
	deter	mined pursuant t	o Appendix 'I'.	

The actual amount of each stipend shall be determined administratively.

In the event that an offering in s. 23.2.1 or s. 23.2.2 is advertised and the number of enrollees times the fee to be paid by each enrollee is insufficient to cover the stipend required in s. 23.2.1 or s. 23.2.2, the University and the Member may agree to a reduction in the total stipend to no less than an amount equal to the number of enrollees times the fee paid by each enrollee.

23.3 Off-Campus University Credit Courses

A Member who teaches a university credit course at a location outside the
 Perimeter Highway shall receive a stipend of not less than the following per six
 (6) credit hour course:

Year	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Stipend	\$8,649	\$8,714	\$8,801	<u>\$8,801</u> Amount to be
determined pursuant to Appendix 'I'.				

The stipend for a course less than a six (6) credit hour course shall be calculated on a pro rata basis. The actual amount of each stipend shall be determined administratively.

23.4 **Obligations**

Participation in Summer Session 1 or 2, or Extended Education programs, seminars or courses which are not a part of the Member's regular teaching assignment shall not conflict or interfere with the fulfilment of the Member's primary duties to the University.

The Member shall obtain the approval of his/her dean/director, which approval shall not be unreasonably withheld, before accepting an offer to teach any program, seminar or course.

Teaching assignments in Summer Session 1 and 2 or Extended Education programs, seminars or courses for which a stipend is paid shall be by mutual consent of the Member and the department head. Refusal to accept such assignments shall not prejudicially affect either party.

23.5 COVID-19 Stipend

- 23.5.1 In recognition of the work that all Members have done in the academic year from April 1, 2020 to March 31, 2021 beyond what is normally contemplated, in order to adapt due to COVID-19 restrictions, an additional stipend of \$1,950 shall be paid to all Members.
- 23.5.2 A Member has a one-time election by December 1, 2020 to allocate either \$975 or \$1,950 of this stipend to research or professional development funds, as found at s. 27.1.2 and s. 27.1.3. If no determination is made, Members shall be paid \$1,950 directly at the next payday.

ARTICLE 24. SALARIES

24.1 Salary Schedules

N.B. ss 24.1.1, 24.1.2, 24.1.3, 24.1.4, 24.1.5, 24.54 a) and 24.54 b) shall not apply to Dental Clinical Staff Members.

[For information only: The schedule for 2018-2019 was derived by increasing the floors, thresholds, increments and maxima of 2017-2018 by 0.75%. The schedule for 2019-2020 was derived by increasing the floors, thresholds, increments and maxima of 2018-2019 by 1.0%.]

24.1.1 Salary Schedule Effective April 1, 2017 - March 31, 2018

Professor Assoc Professor	(1) <u>Floor</u> \$103,451 \$84,251	(2) <u>Increment</u> \$3,832 \$3,120	(3) <u>Threshold</u> \$137,936 \$112,334	(4) <u>Increment</u> \$2,873 \$2,341	(5) <u>Maximum</u> \$155,177 \$126,376
Asst Professor	\$71,777	\$2,658	\$95,704	\$1,993	\$107,666
Lecturer	\$57,291	\$2,122	\$76,388	\$1,592	\$85,937
Sr Instructor	\$73,338	\$2,716	\$97,783	\$2,037	\$110,006
Instructor II	\$67,382	\$2,496	\$89,844	\$1,872	\$101,074
Instructor I	\$58,523	\$2,168	\$78,030	\$1,626	\$87,784
Librarian	\$94,961	\$3,517	\$126,615	\$2,638	\$142,441
Assoc Librarian	\$75,879	\$2,810	\$101,171	\$2,108	\$113,817
Asst Librarian	\$65,832	\$2,438	\$87,774	\$1,829	\$98,746
General Librarian	\$57,158	\$2,118	\$76,210	\$1,588	\$85,735

24.1.2 Salary Schedule Effective April 1, 2018 - March 31, 2019

	(1)	(2)	(3)	(4)	(5)
	Floor	Increment	Threshold	Increment	<u>Maximum</u>
Professor	\$104,227	\$3,861	\$138,971	\$2,895	\$156,341
Assoc Professor	\$84,883	\$3,143	\$113,177	\$2,359	\$127,324
Asst Professor	\$72,315	\$2,678	\$96,422	\$2,008	\$108,473
Lecturer	\$57,721	\$2,138	\$76,961	\$1,604	\$86,582
Sr Instructor	\$73,888	\$2,736	\$98,516	\$2,052	\$110,831
Instructor II	\$67,887	\$2,515	\$90,518	\$1,886	\$101,832
Instructor I	\$58,962	\$2,184	\$78,615	\$1,638	\$88,442
Librarian	\$95,673	\$3,543	\$127,565	\$2,658	\$143,509

Assoc Librarian	\$76,448	\$2,831	\$101,930	\$2,124	\$114,671
Asst Librarian	\$66,326	\$2,456	\$88,432	\$1,843	\$99,487
General Librarian	\$57,587	\$2,134	\$76,782	\$1,600	\$86,378

24.1.3 Salary Schedule Effective April 1, 2019 - March 31, 2020

	(1)	(2)	(3)	(4)	(5)
	<u>Floor</u>	Increment	Threshold	Increment	<u>Maximum</u>
Professor	\$105,269	\$3,900	\$140,361	\$2,924	\$157,904
Assoc Professor	\$85,732	\$3,174	\$114,309	\$2,383	\$128,597
Asst Professor	\$73,038	\$2,705	\$97,386	\$2,028	\$109,558
Lecturer	\$58,298	\$2,159	\$77,731	\$1,620	\$87,448
Sr Instructor	\$74,627	\$2,763	\$99,501	\$2,073	\$111,939
Instructor II	\$68,566	\$2,540	\$91,423	\$1,905	\$102,850
Instructor I	\$59,552	\$2,206	\$79,401	\$1,654	\$89,326
Librarian	\$96,630	\$3,578	\$128,841	\$2,685	\$144,944
Assoc Librarian	\$77,212	\$2,859	\$102,949	\$2,145	\$115,818
Asst Librarian	\$66,989	\$2,481	\$89,316	\$1,861	\$100,482
General Librarian	\$58,163	\$2,155	\$77,550	\$1,616	\$87,243

24.1.4 Salary Schedule Effective April 1, 2020 - March 31, 2021

<u>Professor</u> <u>Assoc Professor</u> <u>Asst Professor</u>	(1) Floor \$105,269 \$85,732 \$73,038	(2) <u>Increment</u> \$3,900 \$3,174 \$2,705	(<u>3)</u> <u>Threshold</u> <u>\$140,361</u> <u>\$114,309</u> <u>\$97,386</u>	(4) <u>Increment</u> <u>\$2.924</u> <u>\$2.383</u> <u>\$2.028</u>	(5) <u>Maximum</u> <u>\$157,904</u> <u>\$128,597</u> <u>\$109,558</u>
Lecturer	<u>\$58,298</u>	<u>\$2,159</u>	<u>\$77,731</u>	<u>\$1,620</u>	<u>\$87,448</u>
<u>Sr Instructor</u>	<u>\$74,627</u>	<u>\$2,763</u>	<u>\$99,501</u>	<u>\$2,073</u>	<u>\$111,939</u>
<u>Instructor II</u>	<u>\$68,566</u>	<u>\$2,540</u>	<u>\$91,423</u>	<u>\$1,905</u>	<u>\$102,850</u>
<u>Instructor I</u>	<u>\$59,552</u>	<u>\$2,206</u>	<u>\$79,401</u>	<u>\$1,654</u>	<u>\$89,326</u>
<u>Librarian</u>	<u>\$96,630</u>	<u>\$3,578</u>	<u>\$128,841</u>	<u>\$2,685</u>	<u>\$144,944</u>
<u>Assoc Librarian</u>	<u>\$77,212</u>	<u>\$2,859</u>	<u>\$102,949</u>	<u>\$2,145</u>	<u>\$115,818</u>
<u>Asst Librarian</u>	<u>\$66,989</u>	<u>\$2,481</u>	<u>\$89,316</u>	<u>\$1,861</u>	<u>\$100,482</u>
<u>General Librarian</u>	<u>\$58,163</u>	<u>\$2,155</u>	<u>\$77,550</u>	<u>\$1,616</u>	<u>\$87,243</u>

Salary Schedule shall be determined pursuant to Appendix 'I'.

- 24.1.5 Salary floors shall become operative after all salary increases in accord with section 24.2, and 24.3 and 24.4, as appropriate, have been made. Salary floors shall apply to promotions at the effective dates of promotion.
 24.2 Effective April 1, 2018, each Member as of March 31, 2018 shall receive an increase to his/her base salary of point seven five percent (0.75%).
 24.3 Effective April 1, 2019, each Member as of March 31, 2019 shall receive an increase to his/her base salary of one percent (1.0%).
 24.4 Effective April 1, 2020, each Member as of March 31, 2020 shall receive an increase to his/her base salary of a percentage to be determined pursuant to Appendix 'I'.
- 24.54 Effective April 1, 2017, 2018, 2019 and 2020 (note that for 2020, increments will not be applied until following the implementation of s. 24.1.4, retroactive to <u>April 1, 2020</u>):
 - (a) Each Member other than Dental Clinical Staff whose base salary rate as of March 31 of the applicable year is less than the Threshold for his/her rank (Column (3) of the Salary Schedule effective April 1 of the same year) and whose performance during the preceding calendar year has been satisfactory shall receive one increment, as applicable, to his/her base salary rate (Column (2) in the Salary Schedule effective April 1 of the same year); and
 - (b) Each Member other than Dental Clinical Staff whose base salary rate as of March 31 of the applicable year is greater than or equal to the Threshold but less than the Maximum (Columns (3) and (5), respectively, in the Salary Schedule effective April 1 of the same year) for his/her rank and whose performance during the preceding calendar year has been satisfactory shall receive one increment, as applicable, to his/her base salary rate (Column (4) in the Salary Schedule effective April 1 of the same year.)
 - (c) Effective April 1, in each of 2017, 2018, 2019 and 2020, each Dental Clinical Staff member shall receive an increase to his/her base salary rate as of March 31 previous, subject to satisfactory performance in the previous calendar year. The value of the increase will be equivalent to the total value of satisfactory performance increments awarded to non-DCS UMFA Members on April 1 of the applicable contract year, divided by the total value of the annual base salaries of non-DCS UMFA Members as of March 31 previous.
- 24.5.1 Effective April 1, 2021, increments will be applied without waiting for a revised agreement for that year to be concluded. In subsequent years, application of

increments shall revert to the current practice of being paid following agreement of wage increases.

- 24.5.2 Any positive difference between the amount of increments negotiated in a revised collective agreement for the period of April 1, 2021 to March 31, 2022 and the increments applied effective April 1, 2021 pursuant to s. 24.5.1, shall be applied retroactive to April 1, 2021.
- 24.6 Where the performance of a Member other than Dental Clinical Staff in the preceding calendar year is found not to be satisfactory, either one-half or all of the increment applicable to his/her rank may be withheld. For a Dental Clinical Staff Member, either one-half or all of the satisfactory performance adjustment as per s. 24.54 c) may be withheld. All such Members shall be informed, in writing, by his/her dean/director of the amount to be withheld and the reasons for withholding half or all of the increment or satisfactory performance adjustment as applicable. Within two (2) weeks of the notice to the Member, the Staff Relations Officer, Human Resources, shall forward the name of the Member to the Association.
- 24.7 In recognition of achievement, a Member other than Dental Clinical Staff who is promoted shall receive an additional full increment in an amount equal to the increment corresponding to his/her new rank as set out in Column (2) of the Salary Schedule in effect as of April 1, of the calendar year next following the calendar year in which the application is submitted. A Dental Clinical Staff Member who_is promoted shall receive an additional satisfactory performance adjustment as per 24.54 c). Notwithstanding any other provision of this Agreement:
- 24.7.1 The promotion increment or the additional satisfactory performance adjustment shall take effect on April 1 of the calendar year next following the calendar year in which the promotion application was submitted;
- 24.7.2 The promotion increment or the additional satisfactory performance adjustment shall take effect after all provisions herein governing scale increases and satisfactory performance increments due and effective April 1 have been implemented and the floors have become operative; and
- 24.7.3 Salary thresholds and salary maxima as described in this Article to do not apply to promotion increments.
- 24.8 No Member shall receive an increase to her/his base salary rate except as provided for in this Article.
- 24.8.1 In exceptional circumstances, the University may provide an increase to a Member's base salary.

- 24.8.2 Within thirty (30) days of deciding to provide an increase to a Member, the University shall provide to the Association in writing the name of the Member who shall receive an increase, the amount of the increase and the reasons for the increase.
- 24.8.3 The sum total of all such increases shall not exceed \$250,000.00 in any contract year.

ARTICLE 27. TRAVEL FUNDS AND EXPENSES

27.1 The University shall provide funds for the purpose of subsidizing <u>the</u>:

- (a) the travel of Members for attending meetings of academic or professional groups or for pursuing research and scholarly work which forms a part of university duties; or
- (b) the purchase of books, journals and other published works and items of equipment to be used in the performance of their academic duties; and/or
- (c) the purchase of services to be used in the performance of their academic duties or in support of the research and scholarly work which forms a part of their university duties.

The use of these funds shall follow normal University procedures and financial controls. Any items acquired using these funds shall be the property of the University and shall be made available for use by other members of the faculty/school. The funds will be distributed in three parts: a pool of funds allocated to the faculty or school to be distributed by the dean/director, a sum to be made available to each Member and a sum to be made available to Members on research/study leaves, as described in sections 27.1.1, 27.1.2, 27.1.3 and 27.1.4, respectively:

27.1.1 For each academic year, the University shall allocate to each faculty/school a pool of funds on the basis of an amount per Member as of July 1 of the year for the purposes identified in s. 27.1. These funds shall be allocated to Members only, unless an equivalent University allocation or prorated portion thereof is made for all academic staff members eligible to call upon such pooled funds, in which case all such travel and expense funds available to the faculty or school may be pooled and administered on a faculty-wide basis. Pooled travel and expense funds shall be administered by the dean/director. The dean/director shall establish procedures for the disbursement of pooled travel and expense funds to applicants based on the recommendations, if any, of the appropriate faculty/school council meeting in committee. These procedures shall include a statement of criteria and priorities for allocation. On October 1st and February 1st of each year, the dean/director will advise Members as to the amount of pooled travel and expense funds expended or committed and the balance remaining, if any.

2017-2018	\$732 per Member to each faculty/school
2018-2019	\$737 per Member to each faculty/school
2019-2020	\$745 per Member to each faculty/school
2020-2021	\$745 per Member to each faculty/school.
Amount to be det	termined pursuant to Appendix 'I'.

For each academic year, the University shall make available an amount to each Member not holding a probationary appointment on July 1, for the purposes identified in s. 27.1. Unspent portions of the amount may be carried over into the next two (2) academic years provided that the unspent portion is more than \$100.00.

2017-2018	\$1512 per Member to each faculty/school	
2018-2019	\$2027 per Member to each faculty/school	
2019-2020	\$2047 per Member to each faculty/school	
2020-2021	\$2047 per Member to each faculty/school.	
Amount to be determined pursuant to Appendix 'I'.		

27.1.3 For each academic year, the University shall make available an amount to each Member holding a probationary appointment on July 1, for the purposes identified in s. 27.1. Unspent portions of the amount may be carried over into the next two (2) academic years provided that the unspent portion is more than \$100.00.

2017-2018	\$1648 per Member
2018-2019	\$2164 per Member
2019-2020	\$2186 per Member
2020-2021	<u>\$2186 per Member.</u>
Amount to be dete	ermined pursuant to Appendix 'I'.

- 27.1.3.1 Where a person becomes a Member after July 1 of an academic year, the University shall make the amount in s. 27.1.2 or s. 27.1.3, as applicable, available on a pro rata basis for that academic year. In the case of a Member with a contingent or term appointment which ends on a specified date, the University shall make available to the Member an amount equal to the pro rata share of the funds available for the contract year in which the appointment ends.
- 27.1.3.2 Where a Member is on a leave of absence without pay or on Long Term Disability at July 1, no travel and expense allocation shall be allocated to the Member. Should the Member return to full-time duties, or a reduced appointment or half time appointment during the academic year, the Member shall receive an allocation calculated in the same manner as outlined in s. 27.1.3.1. For clarification, this section does not apply to Members on maternity/parental leave with or without allowance or Members on other child care leave.
- 27.1.4 For each academic year the University will reimburse each Member on a full research/study leave of twelve (12) months duration at 80% of salary (or its equivalent of six (6) months duration at 100% of salary) up to a maximum amount for expenditures incurred for the purposes identified in s. 27.1 in support of approved research/study activities carried out during the leave. For Members on research/study leaves of less than twelve (12) months' duration (or its

equivalent), the maximum will be reduced on a pro rata basis. Reimbursement will be made against receipts upon submission of a travelling expense form.

2017-2018	a maximum of \$1613 for expenditures in support of approved research/study activities					
2018-2019	a maximum of \$2129 for expenditures in support of approved research/study activities					
2019-2020	a maximum of \$2150 for expenditures in support of approved research/study activities					
2020-2021	a maximum of \$2150 for expenditures in support of approved research/study activities.					
Amount to be determined pursuant to Appendix 'I'.						

27.2 Members shall be reimbursed for expenses incurred while travelling on approved University business in accordance with University policy thereto appertaining which policy shall not be changed so as to diminish the amounts available for this purpose.

ARTICLE 31. STIPENDS

31.1 Administrative Stipends

31.1.1 A faculty member/instructor appointed to an academic administrative position as head of a department or as associate or assistant head of a department shall be paid an annual stipend as follows:

Heads of Departments (50 or more FTE staff) See note	2017-18 \$7,251	2018-19 \$7,305	<u>2019-20</u> \$7,378	<u>2020-21</u> <u>\$7,378*</u>
(25 to 49.9 FTE staff) See note	\$6,435	\$6,483	\$6,548	<u>\$6,548</u> *
(10 to 24.9 FTE staff) See note	\$5,673	\$5,716	\$5,773	<u>\$5,773</u> *
(fewer than 10 FTE staff) See note	\$3,679	\$3,707	\$3,744	<u>\$3,744*</u>
Associate or Assistant Heads	\$1,738	\$1,751	\$1,769	<u>\$1,769* See</u>

31.1.2 An academic librarian appointed to a library administrative position shall be paid an annual stipend as follows:

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Coordinator See note	\$7,824	\$7,883	\$7,962	<u>\$7,962*</u>
Department Head (50 or more FTE staff) See note (25 to 49.9 FTE staff) See note	\$7,251 \$6,435	\$7,305 \$6,483	\$7,378 \$6,548	<u>\$7,378</u> * <u>\$6,548</u> *
(10 to 24.9 FTE staff) See note	\$5,673	\$5,716	\$5,773	<u>\$5,773</u> *
(fewer than 10 FTE staff) See note	\$3,679	\$3,707	\$3,744	<u>\$3,744*</u>
Section Head See note	\$1,667	\$1,680	\$1,696	<u>\$1,696*</u>

31.1.3 The stipend paid to a department head will be based on the number of full-time equivalent (FTE) University staff supervised as of the April 1 operating budget

in each year and will not otherwise change during the term of the appointment regardless of changes in number of staff unless the monetary schedule in s. 31.1.1 or s. 31.1.2, as applicable, is changed.

- 31.1.4 Stipends for acting administrators will be determined on an ad hoc basis, using the schedule of s. 31.1.1 or s. 31.1.2, as applicable, as a guide. An acting administrator subsequently appointed to the position would be regarded as a new appointment.
- 31.1.4.1 Members appointed to other administrative positions for which administrative duties are substantially the same as those listed in s. 31.1.1 or s. 31.1.2 (with suitable allowances for different functional contexts) in respect of which the University and the Association have agreed a stipend shall be paid (with the exception of present incumbents as of November 14, 2001), shall receive an annual stipend no less than that for an Associate/Assistant Head, and no greater than that for a Head of Department with 50 or more FTE staff.
- 31.1.4.1.1 The name, position and annual stipend of each current incumbent holding an administrative position as of November 14, 2001 under s. 31.1.4.1 hereof shall be provided to the Association. The stipend of such Members shall be increased in each contract year by the same percentages as have been applied to administrative stipends in s. 31.1.1 or s. 31.1.2 as appropriate.
- 31.1.5 Upon relinquishing the administrative position or while on leave, the Member shall cease to be paid the stipend.

31.2 Chairs and Professorships

- 31.2.1 Where a person is appointed to a chair or professorship which provides for a salary supplement, this supplement shall be in the form of a stipend. In each case the stipend shall be no greater than the lesser of:
- 31.2.1.1 50% of the base salary rate of the Member serving in the named chair or professorship; and
- 31.2.1.2 the total external funding for the position.
- 31.2.2 Upon relinquishing the chair or professorship, the Member shall cease to be paid the stipend.

31.3 Market Stipends

31.3.1 In exceptional circumstances, the University may provide an annual stipend to Members in market sensitive disciplines ("market stipends"). Such stipends shall be reviewed annually or at specified intervals, but no such interval shall exceed three years. The University shall, within (thirty) 30 days of the end of the fiscal year in which the review occurs, provide a report to the Association regarding the payment of market stipends. This report shall include the results of the review and the reasons for the decision to provide or terminate a market stipend, the discipline involved, the names of Members affected and the amount of each stipend.

- 31.3.2 Within (thirty) 30 days of deciding to provide or terminate a market stipend, the University shall provide to the Association in writing the name of the Member who shall receive the market stipend, the amount of the market stipend, the reasons for the decision and, in the case of providing a market stipend, the interval.
- 31.3.3 The total of all stipends provided pursuant to s. 31.3.1 in each contract year shall not exceed \$600,000.
- 31.3.4 Subject to s. 31.3.5 hereof, all stipends in a market sensitive discipline shall be of equal value and shall be provided to all Members in the market sensitive discipline within a faculty/school/libraries.
- 31.3.5 Market stipends may vary by rank provided that:
- 31.3.5.1 All ranks receive a market stipend and each Member in a rank, subject to s. 31.3.5.3 hereof, receives a market stipend of equal value; and
- 31.3.5.2 The ratio of the stipends for adjacent ranks shall not be less than 0.5 nor greater than 2.0. For the purposes of determining the value of market stipends, the ranks of Senior Instructor, Instructor II and Instructor I shall be deemed to be equivalent to the ranks of Associate Professor, Assistant Professor and Lecturer, respectively.
- 31.3.5.3 Where payment of a market stipend of equal value to each Member in a rank would result in anomalously high compensation for one or more Members within that rank who, within the previous three (3) years, were appointed to their positions prior to implementation of the market stipend or received an increase pursuant to s. 24.8.1, the values of each of the market stipends for such Member(s) shall be decreased to preclude the occurrence of the anomalies.

At the time of providing the stipend, the University will advise the Member and the Association, in writing, of the amount of any decrease in market stipend to be received by a Member. The University shall, at the same time, also provide the Association, in writing, full details of the reason for the reduction and particulars of the comparators used to justify such decrease.

31.3.6 A Member having less than a full normal workload as a result of appointment modification pursuant to Article 10 shall receive a pro rata amount calculated with reference to the workload.

31.4 Northern Allowance

- 31.4.1 The University shall pay all Members in full-time appointments and normally resident north of the fifty-third (53rd) parallel a non-pensionable Northern Allowance as follows:
- 31.4.1.1 Effective April 1, 2017:

i) \$199.39 per semi-monthly period if the Member has a dependent or dependents.ii) \$121.18 per semi-monthly period if the Member has no dependents.

Effective April 1, 2018:

i) \$200.89 per semi-monthly period if the Member has a dependent or dependents.ii) \$122.09 per semi-monthly period if the Member has no dependents.

Effective April 1, 2019:

i) \$202.89 per semi-monthly period if the Member has a dependent or dependents.ii) \$123.31 per semi-monthly period if the Member has no dependents.

Effective April 1, 2020:

- i) \$202.89 per semi-monthly period if the Member has a dependent or dependents.
- ii) \$123.31 per semi-monthly period if the Member has no dependents.
- i) An amount to be determined pursuant to Appendix 'I' per semi-monthly period if the Member has a dependent or dependents.
- ii)An amount to be determined pursuant to Appendix 'I' per semi-monthly period if the Member has no dependents.
- 31.4.2 "Dependent" shall be defined in accordance with the Federal Income Tax Act and Regulations.
- 31.4.3 Members in receipt of a Northern Allowance shall continue to receive a Northern Allowance during any paid leave (including maternity and parental leave with topup) subject to continued residency in accordance with s. 31.4.1 above.

31.5 Limitation to Payment of Stipends

No stipends, other than those specified above and in Article 23, shall be paid without the consent of the Association. For greater clarity this section does not apply to stipends for work in excess of the normal workload.

Appendix J

LETTER OF UNDERSTANDING Re: PSSA Issues

BETWEEN:

THE UNIVERSITY OF MANITOBA (Hereinafter referred to as "the University")

-and-

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION (Hereinafter referred to as "UMFA")

1. The University and UMFA (the "Parties") agree that UMFA reserves all of its rights in *MFL et al v. Government of Manitoba* 2020 MBQB 92 and any rights relating thereto.

DATED at the City of Winnipeg

in the Province of Manitoba

1/ Aach

University of Manitoba

this 8 day of Mac 2020

University of Manitoba Faculty Association

Appendix K

LETTER OF UNDERSTANDING Re: Review of University's Salary Structure

BETWEEN:

THE UNIVERSITY OF MANITOBA (Hereinafter referred to as "the University")

-and-

THE UNIVERSITY OF MANITOBA FACULTY ASSOCIATION (Hereinafter referred to as "UMFA")

The University and UMFA agree as follows:

- 1. Within twenty-one (21) days of the 2020 Collective Agreement Re-opener (Appendix I) being ratified, each party will nominate three (3) representatives to a Joint Committee to study the structure of salaries for academic staff at the University of Manitoba. One representative from each party will serve as a Joint Chairperson.
- 2. The Joint Chairpersons will schedule and hold a first meeting of the committee within forty-five (45) days of the 2020 Re-opener being ratified.
- 3. The Committee will:
 - a. Complete a review of salary structures within post-secondary institutions in Canada with a focus on how institutions compensate librarians and those academic staff whose assigned duties include teaching and service (but not research) compared to faculty members in the professorial ranks (whose duties include teaching, research, and service).
 - b. Identify issues relevant to the consideration of compensation of academic staff performing various duties including, but not limited to, academic qualifications and preparation, expectations, and criteria and process for advancement.
 - c. Identify options regarding the University's salary structure for academic staff (and the rationale for each option) and consider the implications of each.
- 4. The Committee will establish the process by which it will decide on matters related to the work of the Committee.
- 5. The Committee shall present a final report in writing to the President of the University and the President of the Association no later than 30 June 2021. The final report shall

include a description of the methods and data used to address the issue as well as any conclusions and recommendations based on the Committee's work.

- 6. The final report will be discussed in collective bargaining, which is expected to take place in 2021.
- 7. This letter of understanding shall be attached to and form part of the Collective Agreement and shall remain in force for the duration of the Collective Agreement and the period in which s. 10(4) of the Labour Relations Act applies.
- 8. The terms of this letter of understanding are a term and condition of employment.

DATED at the City of Winnipeg in the Province of Manitoba

MARCH

University of Manitoba

this May of Mac 2020

University of Manitoba Faculty Association

IN WITNESS WHEREOF the parties hereto have executed these revised Sections and Appendices as negotiated pursuant to Appendix 'I' the <u>S</u> day of <u>*ph* Canters</u> 2020.

THE UNIVERSITY OF MANITOBA

Jeff Lieberman Per:

Chair of the Board of Governors

Per:

Vice-President (Administration)

THE UNIVERSITY OF MANITOBA **FACULTY ASSOCIATION**

/ Per:

President