



UNIVERSITY OF MANITOBA

University of Manitoba
Canadian Union of Public Employees
Local 3909 (Students – Unit #1)

September 1, 2018 – August 31, 2022
Collective Agreement



COLLECTIVE AGREEMENT

Between:

THE UNIVERSITY OF MANITOBA

(hereinafter called "the Employer" and/or "the University")

- and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3909**

(hereinafter called "the Union")

FOR THE PERIOD
SEPTEMBER 1, 2018 TO AUGUST 31, 2022

NEGOTIATING COMMITTEES

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NOTE: Underlined text represents new or revised provisions from the previous (2014-2018) Collective Agreement.

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ARTICLE 1. DEFINITIONS

For the purposes of this Agreement the following terms shall be defined as provided by this article:

- 1.1 “Academic Session” means one of Summer Session or Regular Session. Regular Session means Fall and/or Winter Term.
- 1.2 “Academic Term” means one of Summer Session, Fall or Winter Term.
- 1.3 "Academic Year" means the period from July 1st to June 30th.
- 1.4 "Agreement" means this Collective Agreement between the University of Manitoba and the Canadian Union of Public Employees Local 3909.
- 1.5 “Bargaining Unit Position” means any position of teaching, demonstrating, tutoring or marking in certificate or degree credit programs conducted by the University of Manitoba when and for the period of time the position is staffed by a University of Manitoba student. Students will be given preference over non-students for Unit 1 positions.
- 1.6 “Bargaining Unit Service” means the number of hours for which the employee has been employed in the Bargaining Unit and will be lost in accordance with Clause 12.5.
- 1.7 "Dean" means the dean of a faculty or college, or their designate or a person authorized to act in that capacity. For the purposes of this Agreement, whenever "Dean" is used, it shall be interpreted as the dean of a faculty or college, the director of a school or the University Librarian.
- 1.8 “Department” means a department, program, or centre established by the University in a faculty, college, or school. For a faculty or school not organized into departments, “Department” shall be interpreted to mean a faculty, college, or school. Academic or Administrative Units outside of a faculty, college, or school which are to be treated as "departments" will be confirmed by mutual agreement between the parties.
- 1.9 "Department Head" means the head of a Department, or their designate. For a Faculty, College, or School not organized into Departments, “Department Head” shall mean dean, director, or designate.
- 1.10 “Employee(s)” means an employee who is a member of Bargaining Unit #1 as defined by Manitoba Labour Board Certificate Number MLB 5118.
- 1.11 "Employer" means the University of Manitoba.
- 1.12 “Employment Supervisor” shall mean the Department Head or designate.
- 1.13 "Faculty", “College” or “School” means an Academic Unit which is administered by a Dean or a Senate approved alternative.

- 1.14 “Job Security” is the maximum number of years that an employee is allowed to accumulate seniority within a degree program.
- 1.15 “Lockout” is as defined in *The Labour Relations Act, R.S.M. 1987 c. L10*.
- 1.16 "Other Appointment" means employment appointments to positions other than regular appointments. Postings for other appointments are not required.
- 1.17 “Regular Appointment” means an employment appointment to a position of one (1) or more hours per week for a period of six (6) weeks or more. However, in the case of Lecturer/Instructors who are appointed to a three (3) or more credit hour course to be completed in less than six (6) weeks, such appointment shall be deemed a regular appointment.
- 1.18 “Seniority” is the total number of hours of employment accumulated within the Bargaining Unit within any given Job Security Period.
- 1.19 “Strike” is as defined in *The Labour Relations Act, R.S.M. 1987 c.L10*.
- 1.20 “Student(s)” means a person(s) who is registered as a student at the University of Manitoba in accordance with the policies and procedures of the University of Manitoba in all matters concerning their employment appointment for work covered by this Collective Agreement.
- During Summer Session, "Student(s)" shall mean a person(s) who was registered as a student at The University of Manitoba during the academic session immediately previous to Summer Session in accordance with the policies and procedures of the University of Manitoba.
- Unless otherwise stipulated in this agreement, a person who is not registered or who has not made arrangements to register as a student at The University of Manitoba is not eligible for employment covered by this Collective Agreement.
- 1.21 "Union" means the Canadian Union of Public Employees (CUPE) Local 3909.

ARTICLE 2. OBJECTIVES

- 2.1 The purpose of this Collective Agreement is to promote harmonious relations and establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union, to ensure the peaceful settlement 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.

ARTICLE 3. SCOPE AND RECOGNITION

3.1 Bargaining Unit

The Employer, in accordance with the Manitoba Labour Board Certificate No. MLB-5118 dated February 3, 1995, recognizes the Union as the exclusive bargaining agent for the following employees:

All students registered at the University of Manitoba who are employed by the University of Manitoba in Teaching, Demonstrating, Tutoring or Marking, including only those students employed in Certificate or Degree Credit Courses who are paid through the Work Study Program, only those students employed in Certificate or Degree Credit courses in the Continuing Education Division, only those students employed in Certificate or Degree Credit Courses in Recreational Programs conducted by the University of Manitoba, save and except those employees covered by existing Collective Agreements, and those excluded by the Act.

3.2 Student Status

- (a) When a student is placed on academic probation or hold status, their student status for purposes of employment covered by this Collective Agreement shall not be considered to be severed.

However, a person who is prevented from registering or re-registering by reason of academic probation, hold status or any other academic regulation is not a student registered at The University of Manitoba for purposes of employment covered by this Collective Agreement.

- (b) A student who is placed on academic suspension or who is required to withdraw is deemed not to be a student registered at The University of Manitoba for purposes of employment covered by this Collective Agreement. However, a student, who appeals to the appropriate University bodies with respect to their academic suspension or requirement to withdraw, is deemed to continue being a student registered at The University of Manitoba for purposes of employment covered by this Collective Agreement pending the final disposition of the appeal.

3.3 Bargaining Unit Service

Bargaining Unit Service shall:

- (a) begin with the employee's first day of employment in the Bargaining Unit.
- (b) be lost in accordance with the provisions of Clause 12.5.

(c) be used for the purpose of accumulating Sick Leave in accordance with Article 23.

ARTICLE 4. OBLIGATION OF THE PARTIES TO ACT FAIRLY

4.1 The Employer and the Union hereby agree that in carrying out their respective responsibilities in the administration of this Agreement each party shall act reasonably, fairly, in good faith, in a non-discriminatory manner and in a manner consistent with the Agreement as a whole.

ARTICLE 5. NO STRIKES OR LOCKOUTS

5.1 No Strikes

The Union undertakes that there will be no strike during the term of this Agreement nor will the Union take part in sympathy strikes.

5.2 No Lockouts

The Employer undertakes that there will be no lockout during the term of this Agreement.

5.3 Performance of Duties During Strike of Another Union

Employees will not be required to perform the duties or responsibilities of another employee who is lawfully on strike or locked out at the University.

ARTICLE 6. MANAGEMENT RIGHTS

6.1 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, layoff, suspend, discipline, promote, demote or transfer an employee; to control and regulate the use of all equipment and property and promote efficiency in all operations; provided, however, that in the exercise of the foregoing rights the Employer shall not contravene the provisions of this Agreement and shall act in accordance with all applicable legislation.

ARTICLE 7. UNION MEMBERSHIP

7.1 Employee's Right to Union Membership

It is understood that it is the right of any employee covered by this Agreement to apply for membership in the Union and that the criteria for membership in the Union are the prerogative of the Union and its membership.

7.2 **No Discrimination**

- (a) It is agreed that there will be no discrimination, interference, restraint, or intimidation exercised upon any employee by the Employer, by the Union, or either party's representatives, because of participation, membership, or non-membership in the Union.
- (b) It is agreed that no person who is or has been employed in the Bargaining Unit shall be penalized academically solely for the exercise of their rights under this Agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the Union.

7.3 **Union Solicitation**

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.

ARTICLE 8. DEDUCTION OF UNION DUES

8.1 **Union Deductions**

The Employer shall deduct from the pay of each employee in the Bargaining Unit, as a condition of continued employment, such initiation fees, dues and other assessments which are established by the Union. The deductions shall be forwarded to the Local Union Office by the 21st of the following month.

8.2 **New Employees**

Deductions for new employees shall be made starting on the first pay; and calculated from the date of employment.

8.3 **Income Tax Slips**

Employees' Income Tax slips (T4) shall include the amount of union dues paid by the employee in the previous year.

8.4 **Inquiries**

The Employer agrees that all inquiries covering union dues or union deductions shall be directed to the Local Union Office.

8.5 **Indemnification**

The Union shall indemnify and save the Employer harmless from any and all claims that may arise either from any deductions from wages in respect of check-off of monthly assessments or any related action taken at the request of the Union.

ARTICLE 9. INFORMATION TO THE UNION

9.1 Information

The Employer shall provide the Local Union Office the following information, if available, as outlined below:

- (a) Monthly Report - provided within ten (10) working days of the last payroll of the month and containing information on all employees in the Bargaining Unit as of the last day of the last pay period in each month. This includes:
 - (i) Contact information including employee name, employee number, employing department(s) contact information, home address, personal telephone number and area code, UM student and employee email addresses, and bargaining unit number;
 - (ii) Monthly dues deducted and salary and dues accumulated year to date;
 - (iii) Appointment details including course name and numbers and classifications/levels held in each department.
 - (iv) CUPE start date and University last hire date; and
 - (v) Student status including registration date and graduation date.
- (b) CUPE Hires Report - provided on a bi-weekly basis and containing information as of the last date of the previous report. This includes:
 - (i) Hiring information including job posting number, exceptions to posting, date of offer, faculty, school, department or other employing body; and
 - (ii) Appointment details including posting number, course name, number and section(s), credit hours per course (where applicable), and wage/stipend per appointment.
- (c) Non-Student Hires Report (anonymized) - provided on a per term basis and containing information as of the previous report including posting number (if applicable), course name, number and section(s), faculty, department, start and end date, and the reason for the non-student hire.

9.2 **Information Required by Statute**

Within twenty-one (21) calendar days of written request from the President of the Union or designate, the Director of Staff Relations or designate shall provide the Local President of the Union or designate with all information as required by statute.

9.3 **Employment Equity Data**

The University shall make available to the Local Union Office, upon written request to the Director of Staff Relations or designate and within a reasonable time thereafter, information on employees in the bargaining unit not provided for in 9.1 and 9.2, including available employment equity data on the representation of designated groups. It is understood that this section shall not be construed to require the Employer to compile the information in the form requested if such data are not already compiled in the form requested, or to supply confidential information.

9.4 **Information Regarding Student Status**

Upon request, the Employer will provide to the Local Union information regarding an individual's status as a student as it pertains to employment under this Collective Agreement.

ARTICLE 10. UNION RIGHTS

10.1 **Union Business**

Duly authorized representatives of the Union, including representatives of the National Union, shall be permitted to transact official business of the Union with employees or official representatives of the Employer on University property provided such business shall not interfere or interrupt normal University operations.

10.2 **Union Meetings**

Employees shall have the right to participate in meetings of the Union as long as such participation does not interfere or interrupt the employee's performance of their primary duties to the Employer.

10.3 **University Facilities**

The Employer agrees to allow the Union to use University facilities to conduct Union business and for single events such as meetings and education functions subject to University policy on the use of facilities and to normal scheduling restrictions.

10.4 **Bulletin Boards**

The Union shall have the right of access to all official Staff Bulletin Boards for the

purpose of official Union business.

All notices posted on official Staff Bulletin Boards except position vacancy notices and official Union meeting notices must have the signed approval of the Employer or the Union.

10.5 **Union Representatives**

The Employer shall not recognize any employee, group of employees, or individual undertaking to represent the Union or the employees without proper authorization of the Local Union Office. In order for this to be carried out, the Union shall keep the Director of Staff Relations or designate informed at all times as to:

- (a) The name of any employee who is a member of the Local Union Executive and/or an employee who has been authorized in writing by the Local Union Office to deal directly with the Employer.
- (b) 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
- (c) The name of any individual who is a CUPE National Representative.

10.6 **Employer Representatives**

The Employer shall supply the Local Union Office with a list as of September 15th of each year of its designated authorities with whom the Union may be required to transact business, including, but not limited to, all relevant employees within Human Resources, all Employer representatives on the Labour/Management Committee. Other management personnel named in the Agreement will be made available upon request.

10.7 **Union Duties**

The Employer recognizes the role of employees who represent the Union and shall not discriminate against them. No employee shall be disciplined or penalized academically for the exercise of their rights under this Collective Agreement.

Where it is necessary for an employee to leave their work duties to perform Union duties they shall first receive approval from their Department Head or designate. Where approval is requested under this clause it will normally be granted provided that the Department Head is satisfied that there will not be an unreasonable disruption of the work.

10.8 **Remuneration For Union Representatives (Hourly Paid Employee)**

When meeting with the Employer, the number of employees attending as representatives

of the Union who are entitled to receive their usual remuneration from the Employer shall be as follows:

- (a) **Grievance Meetings:** In the case of grievance meetings between the Union and the Employer, which are arranged through the appropriate Staff Relations Officer, up to two (2) representatives of the Union shall be entitled to receive their usual remuneration from the Employer;
- (b) **Arbitration Hearings:** In the case of arbitration hearings between the Union and the Employer up to two (2) representatives of the Union shall be entitled to receive their usual remuneration from the Employer;
- (c) **Collective Bargaining:** In the case of collective bargaining/negotiation meetings between the Union and the Employer, including meetings in conciliation, up to three (3) representatives of the Union shall be entitled to receive their usual remuneration from the Employer up to a maximum of 240 person hours;

If the maximum of 240 hours is reached the representatives of the Union shall continue to receive their usual remuneration from the Employer; however the Union shall reimburse the Employer for said time in excess of the maximum.
- (d) **General:** In the case of general meetings between the Union and the Employer, which are arranged through Human Resources, to discuss matters relating to the administration, or interpretation of the Collective Agreement up to two (2) representatives of the Union shall be entitled to receive their usual remuneration from the Employer;
- (e) "Usual remuneration" required to be paid shall mean the employee's regular hourly rate of pay for the number of hours spent at said meeting up to the employee's normal hours of work per day, if the meeting takes place on an employee's regular day of work, but not including any overtime.

10.9 **Leave of Absence For Union Business**

- (a) The Employer, upon written application by the Union, will grant a leave of absence without pay to employees elected or appointed to represent the Union at conventions, conferences, seminars, etc. provided that the employee's Department Head/Director or designate is satisfied there will not be an unreasonable disruption of work.
- (b) Upon application, an employee on leave of absence for Union business may have salary and benefits continued and the Employer shall bill the Union for the cost of same. The Union shall reimburse the Employer within thirty (30) calendar days of receipt of billing.

- (c) An employee who is appointed, selected or elected to work for the CUPE Local 3909 or CUPE National organization may request a leave of absence without pay for up to a maximum of one (1) year. Such a request will not be unreasonably denied. Employees on such a leave of absence without pay will maintain seniority during this period.
- (d) Notwithstanding (a), (b) and (c) above, employees granted leaves of absence for Union business shall not be granted any expansion to their job security rights in Article 14 unless the leave of absence is for a minimum of one (1) term from a regular position for which they would otherwise be eligible to receive a continuance and they remain qualified for the position. In such cases the employee's expansion of their job security rights shall be limited to one (1) position in the next academic session during their job security period. There shall be no extension of their job security period.

ARTICLE 11. LABOUR/MANAGEMENT COMMITTEE

11.1 Purpose

The purpose of the Committee shall be to provide a means by which to facilitate and promote cooperation, understanding, confidence and harmonious relations between the Employer and the Union.

11.2 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 consisting of a maximum of three (3) representatives from each party.

11.3 Mandate

The Committee shall be entitled to discuss any matter which is mutually agreed by the parties to be of mutual benefit or concern but shall not have the power to add to or modify the Collective Agreement.

11.4 Meetings

The Committee shall meet at least once per term (Fall, Winter and Summer) and additional meetings will be held as is mutually determined by the parties. Each party shall designate a representative to act as joint chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee.

ARTICLE 12. SENIORITY AND JOB SECURITY PERIOD

12.1 Definition of Seniority and Job Security Period

- (a) Seniority is the total number of hours an employee has worked within the Bargaining Unit within any given Job Security Period.
- (b) Job Security is the maximum number of years that an employee is allowed to accumulate seniority within a degree program, i.e. Undergraduate Period, Pre-Master's Period (includes auditing, special or occasional students), Master's Period and Ph.D. Period as provided for in Clause 13.3 of this Agreement.
- (c) Seniority shall begin, accrue and terminate separately for each Job Security Period.

12.2 Seniority Accrual

- (a) An employee's seniority shall begin with the employee's first day of employment within any given Job Security Period and shall be the cumulative amount of time which the employee has been employed within a Job Security Period to a maximum of 2,080 hours per year and to the maximum number of years in the applicable Job Security Period.
- (b) Leave of absence without pay shall not count as seniority.
- (c) Paid sick leave will count as hours worked towards seniority.
- (d) For the purposes of this Article, a one (1) year period shall be the period between September 1st of one year and August 31st of the following year.
- (e) Seniority to be credited to a Lecturer/Instructor appointment will be sixty (60) hours per course credit hour.
- (f) For Lecturer/Instructor appointments paid by the student count in accordance with clause 17.8, seniority will be calculated on the basis of 2.7 hours per student to a maximum of 40 hours per week.

12.3 Application of Seniority

- (a) Seniority may apply to the process of hiring for vacant positions in the Bargaining Unit in accordance with Clause 13.3 to Appointments made by Continuance if there are more employees who hold continuance for a particular course than there are sections of that course being offered.
- (b) In applying seniority, the most recent seniority list posted by Human Resources shall be used to determine seniority, except as follows:
 - (i) Where an employee's Job Security Period has expired, in accordance with Clause 13.3, subsequent to the effective date of

the most recent seniority list, that employee's previous seniority will be considered as nil until the next seniority list is posted.

- (ii) Where an employee has moved to a New Job Security Period, in accordance with Clause 13.3, subsequent to the effective date of the most recent seniority list, that employee's previous seniority will be considered as nil until the next seniority list is posted.
- (iii) Where it has been agreed to adjust an employee's seniority as a result of a mutual agreement between the parties, the employee's revised seniority will be used from the date of signing of the letter of agreement until the next seniority list is posted.

12.4 **Seniority Lists**

- (a) The Employer shall post on the University of Manitoba web site for all Unit 1 employees seniority lists for the Bargaining Unit three (3) times per year as follows:
 - (i) Seniority as at the pay period ending on or before January 15th - to be posted on or before February 1st; and
 - (ii) Seniority as at the pay period ending on or before May 15th - to be posted on or before June 1st; and
 - (iii) Seniority as at the pay period ending on or before September 15th – to be posted on or before October 1st.
 - (iv) A copy of the lists will be sent to the Union.
- (b) The lists will include name, academic department, academic program, first date of registration in the current academic program (i.e. commencement of Job Security Period), Bargaining Unit Service and accumulated seniority as at the pay period ending on or before January 15th and April 15th respectively.
- (c) Corrections to posted Seniority Lists will only be made upon mutual agreement between the Employer and the Local Union Office.

12.5 **Loss of Seniority**

An employee within any given Job Security Period shall lose their seniority if:

- (a) The employee's student registration at The University of Manitoba terminates and they are not registered again for a period of five (5) months following termination.
- (b) The employee loses their student status in accordance with Clause 3.2 of the Collective Agreement.

- (c) The employee voluntarily withdraws from their academic program in which case their seniority shall be lost at the end of the academic term from which they have withdrawn. An Authorized Withdrawal will not be considered as a Voluntary Withdrawal and shall not result in loss of seniority, subject to the other provisions of this Clause.
- (d) The employee continues to be a student, but has not been employed in the Bargaining Unit for twelve (12) consecutive months.
- (e) The employee voluntarily resigns their employment. Declining a re-appointment in accordance with Clause 13.10(b) or (e), or transferring from one position to another at the request of the Department in accordance with Clause 13.9 or 14.3 (g)(ii) does not constitute resignation.
- (f) The employee retires from the University.
- (g) The employee is dismissed in accordance with Article 20 (Discipline and Dismissal) and is not reinstated.

12.6 **Exceptions to Clause 12.5**

- (a) The following exemptions apply to Clause 12.5 wherein an employee may resign their employment for any of the reasons listed below and they may qualify to retain their seniority for up to twenty-four (24) months following the commencement date of the said election, appointment or engagement as is applicable:
 - (i) The employee is either elected or appointed as a National Executive Officer of the Canadian Union of Public Employees; or
 - (ii) The employee is either elected or appointed as an Executive Officer of CUPE Local 3909; or
 - (iii) The employee is appointed as a Parliamentary Intern; or
 - (iv) The employee is or becomes engaged in bona fide academic research and/or academic field work.
- (b) In order for an employee to qualify for retention of seniority under Clause 12.6, the employee, within ten (10) calendar days of their resignation from their employment, must submit to the appropriate Staff Relations Officer a written request for said retention of seniority stating the specific reason for such request along with written confirmation of their election, appointment or engagement as is applicable. The Staff Relations Officer or designate shall forward a copy of all such requests to the Local Union Office.

12.7 **Loss of Bargaining Services**

Bargaining Unit Service shall be lost under the same conditions as seniority is lost as outlined in Clause 12.5 of the Collective Agreement.

ARTICLE 13. JOB SECURITY AND CONTINUANCE

“NOTE: The entire Article was re-written; new text is not underlined”.

13.1 **Definition of Job Security**

An employee who is hired into a Regular Position shall, subject to continued satisfactory work and academic performance in accordance with Article 18, have Job Security in the form of Continuance, and be offered the same position in the same session from academic year to academic year for the length of time as outlined in the Job Security Period provided for in Clause 13.3.

13.2 **Invoking Continuance**

- (a) In accordance with Clause 13.1, an employee who earns Continuance will be able to invoke Continuance provided that the position is available and involves the same type of work in the same classification and the employee remains qualified to do the work.
- (b) The course content with which the specific position is associated may change, the hours of work per day and/or per week may change but if the incumbent continues to be qualified to perform the duties of the job, the position continues to be the "said" or "same" position.
- (c) Continuance will apply separately to Appointments in Regular Session and Summer Session. "Same session in the subsequent academic year(s)" means regular session or summer session but not a combination of both, unless the position is specifically established or posted as a combination of the two sessions.

13.3 **Job Security Period (JSP)**

Subject to all other provisions of Articles 13 and 14 and the provisions of Article 18, Continuance shall only apply for the length of time as outlined in the following Job Security Periods (JSP):

- (a) Undergraduate JSP – An undergraduate student who is hired for a position(s) of regular appointment shall be continued in that position(s) (if the position(s) is/are available) up to and including their fourth (4th) consecutive year of University of Manitoba registration as an undergraduate student. The four (4) year period shall commence with the student’s first (1st) date of registration as an undergraduate student.

- (b) Pre-master's, Auditing, Special or Occasional Student JSP – A pre-master's, auditing, special, or occasional student who is hired for a position(s) of regular appointment shall be within their Job Security Period for one (1) year only and therefore position continuance shall not apply. The one (1) year period shall commence with the student's first (1st) date of University of Manitoba registration as a pre-master's, auditing, special, or occasional student.
- (c) Master's JSP – A master's student who is hired for a position(s) of regular appointment shall be continued in that position(s) (if the position(s) is/are available) up to and including the second (2nd) consecutive year of their master's program. The two (2) year period shall commence with the student's first (1st) date of University of Manitoba registration as a master's student in any given Master's program in which the student is enrolled.

Where a Master's student does not perform Bargaining Unit work in the first (1st) year of registration of their Master's program, the two (2) year Job Security Period (JSP) shall commence with the first (1st) day of the second (2nd) year of registration in any given Master's program in which the student is enrolled.

- (d) Ph.D. JSP – A Ph.D. student who is hired for a position(s) of regular appointment shall be continued in that position(s) (if the positions(s) is/are available) up to and including the fourth (4th) consecutive year of their Ph.D. degree program. The four (4) year period shall commence with the student's first (1st) date of University of Manitoba registration as a Ph.D. student in any given Ph.D. program in which the student is enrolled.
- (e) Any student who switches Faculties to start a new academic program, before completing their original academic program (at the same level), will start a new JSP and will commence with the first date of University of Manitoba registration in said program. Any second or subsequent academic program, at the same level, will start a new JSP and will commence with the first date of University of Manitoba registration in said program.

A student with Continuance over courses who starts a new JSP under this subsection will not carry the continued courses into the new JSP. They may apply for those positions and if appointed, those courses will fall under the new JSP.

- (f) Notwithstanding Clauses 13.3(a) through 13.3(d), a student's Job Security Period shall expire at the end of the Academic Term in which the student has completed all necessary requirements to graduate, when this date is earlier than the original Job Security Period expiry date.
- (g) An employment appointment held by an employee may be continued beyond the end of a Job Security Period for the same appointment (or portion thereof) for the same session in subsequent academic year(s) upon mutual agreement between the University and the Union. Seniority shall not accrue beyond the end of the Job

Security Period. If such agreement has been reached, the employee shall be notified in writing with a copy to the Union.

13.4 **Seniority as it Relates to Continuance and JSP**

For the purpose of seniority and position continuance the following shall apply:

- (a) An employee shall accrue seniority and retain position continuance rights for each separate Job Security Period as outlined in Clause 13.3. Position continuance rights will terminate and seniority will revert to zero at the end of each Job Security Period and start anew at the beginning of first hire in the next Job Security Period (except as provided in Clause 13.4(d)).
- (b) An employee, subsequent to the end of any given Job Security Period and prior to entry into the next Job Security Period, (i.e. an employee who continues in an academic program beyond the number of years specified for the corresponding Job Security Period) may apply for position vacancies, however their previous seniority shall be considered as nil and selection to the position vacancies is subject to the provisions of Clause 13.3. If the employee is appointed to a position(s) they shall not accrue any seniority nor shall they establish any continuance rights in the position(s).
- (c) An employee, at or near the end of any given Job Security Period or upon or after entry into the next Job Security Period, may apply for position(s) within the next Job Security Period, and shall be considered for the position(s) in accordance with Clause 13.3. If the employee is appointed to the position(s) they shall begin to accrue seniority in that next Job Security Period from date of hire.
- (d) If employment in a position bridges two Job Security Periods, or commences after one Job Security Period ends and prior to the beginning of the next Job Security Period but continues into the next Job Security Period, the employee shall accrue seniority in the latter Job Security Period only for that portion of the position employment which is worked within that Job Security Period and position continuance shall not apply to that position.

13.5 **Notice of Continuance**

- (a) Where an employee has earned Continuance in a particular course in a specific department, the department shall confirm the Continuance in writing as follows:
- (b) Notice of Continuance letters will be sent by the department no later than June 30 for Regular Session and March 1 for Summer Session.
- (c) Notices of Continuance will contain the following information:
 - (i) Faculty, Department/Program, Course Name and Number, number of sections, Classification, Level, Eligible Session to invoke Continuance.

- (ii) When an employee is hired to additional sections of a course, their Continuance Letter will be adjusted and reissued to reflect the number of sections.
- (iii) An explanation that Continuance entitles the employee to receive future offers of appointment in that course in subsequent consecutive academic years within their Job Security Period.
- (iv) Continuance offers of appointment for available positions will normally be received no later than July 31st for Regular Session (Fall Term), no later than November 30th for Regular Session (Winter Term) and no later than March 31st for Summer Session.
- (v) The employee's expected Job Security Period Expiry date.

(d) A copy of the notice of Continuance shall be forwarded on simultaneously to Human Resources and the Union at the time the student is provided with the letter.

13.6 **Denial or Termination of Continuance**

An employee may not earn Continuance (Continuance Denial) or may lose Continuance (Continuance Termination) for one of the following reasons:

- (a) The Employer will no longer offer the course;
- (b) Poor performance in accordance with Clause 18.
- (c) Poor academic standing in accordance with Article 3.2.
- (d) The employee's JSP has expired in accordance with Clause 13.3.
- (e) The employee has started a new JSP in accordance with 13.3(e).

The Employer will advise the employee in writing with a copy to the Union that Continuance has been terminated or denied and provide the reason for this decision no later than June 30 for Regular Session and March 1 for Summer Session.

13.7 **Offers of Appointment by Continuance**

- (a) The Offers of Appointment by Continuance will include the following information where applicable: department/unit, course number/section(s), course name, start date, end date, hours of work per week, total expected hours, compensation group and rate of pay.

- (b) The offers of appointment by continuance shall normally be received no later than July 31st for Regular Session (Fall Term), no later than November 30th for Regular Session (Winter Term) , and no later than March 31st for Summer Session.
- (c) Where there is a reduction in available positions and more than one employee holds continuance on the same course, the employee with the most seniority as per Article 12 shall be appointed. Employees with the same seniority hours will be appointed in reverse order of their University employee number.

13.8 No Offer of Appointment by Continuance

- (a) Employees eligible for an Offer of Appointment by Continuance may not receive an offer in a given session under the following circumstances:
 - (i) The position is not offered in that session.
 - (ii) Fewer sections of the position are available in that session.
 - (iii) The Employer exercises their right to reassign a Lecturer/Instructor position to a full-time academic staff member or to a Sessional Instructor.
 - (iv) The Employer exercises their right to reassign a Teaching Assistant / Lab Demonstrator / Tutor / Seminar Leader or Grader/Marker position to the Instructor of the course with which the position is associated.
- (b) When an employee does not receive an Offer of Appointment by Continuance in a given session for a course in accordance with (a) above, the employee will be advised accordingly by the department in writing at the same time as the other departmental Offers of Appointment by Continuance are sent out.

This notification will advise the affected employee that they will not lose their Continuance under the terms of this article and that it is the responsibility of the employee to re-apply for the position the next time that it is offered in the session over which the employee has Continuance. The Union will be copied on this notification.

When applying, the employee must advise the department that this application is a “continuance application”. Such employee will be given preference over other applicants. This clause will not apply to employees who are outside of their Job Security Period.

13.9 Alternative Position

- (a) Where an employee does not receive an Offer of Appointment by Continuance under Clause 13.8, and the employee remains within their current Job Security Period, and:

- (i) An alternative position is or becomes available in the same session of the same academic year in the same Department;
- (ii) The alternative position provides the same or similar expected hours of work;
- (iii) The alternative position has the same classification and level;
- (iv) The employee is qualified for the alternative position;

The Employer intends to fill the alternative position with a student; then the employee shall be offered the alternative position before the position is otherwise filled.

- (b) Employees who are appointed to an Alternate Position in accordance with subsection (a) above will not lose their Continuance rights over their original position. They will however be responsible to re-apply for the position the next time that it is offered in the session over which the employee has Continuance. The employee must advise the department that this application is a “continuance application”. Such employee will be given preference over other applicants. This clause will not apply to employees who are outside of their Job Security Period.
- (c) Employees who are appointed to an Alternate Position in accordance with subsection (a) above will not achieve Continuance rights over the new position. They may apply for that position the next time it is posted.

13.10 **Employee's Responsibility**

- (a) Employees will respond in writing to the Offer of Appointment by Continuance within five (5) working days of the offer being made.
- (b) The Offer of Appointment by Continuance will be considered declined if the employee does not respond to the job offer within five (5) working days of the offer being made. This does not prevent the employee from applying to other postings, including a posting for the course for which they have declined an offer. A continued employee who declines an offer will not lose continuance.
- (c) Employees will be responsible for keeping the Employer notified of their contact information.
- (d) Employees may advise the Department in writing that if an Offer of Appointment by Continuance is made while the employee is not reachable by email, the Continuance Offer of Appointment will be deemed accepted.
- (e) The employee may notify their Employment Supervisor in writing before or upon receipt of an Offer of Appointment by Continuance that they are declining re-

appointment to the position in the subsequent Academic Session only. Declining a re-appointment in accordance with this Article does not constitute a resignation.

- (f) While an employee who declines an offer will not lose continuance, they may not be offered the position next session if there is an employee who has now earned continuance for the same position as a result of the first student declining. The most recent student to have worked in the position, who has continuance, will have priority.

13.11 **Notice of Job Security Period Expiry**

- (a) Employees will be advised in writing by the Employer that their Job Security Period has expired in accordance with Clause 13.3, with a copy to the Union. Notices of Job Security Period Expiry will be sent by June 30 for Regular Session and March 1 for Summer Session.
- (b) Employees who graduate prior to the end of their Job Security Period will receive a notice that their JSP expires upon graduation.
- (c) Offers of Appointment by Continuance will not be issued to employees who are out of their Job Security Period, except where the JSP expires in the middle of an appointment. Such employees may also still apply for positions.
- (d) Continuance Letters will not be issued to employees who are out of their Job Security Period, except where the JSP expires in the middle of a term.

13.12 **Information to the Union**

Departments will send to Human Resources, who in turn will provide the Union, a report containing the following information:

- (a) a list of employees who were issued Offers of Continuance Appointment indicating the response received from the employee accepting or rejecting the position(s) and outlining appointment details.
- (b) a list of employees who were not issued Offers of Continuance Appointment and reasons for the non-offer.
- (c) a list of employees who were offered Alternate Positions(s) and outlining appointment details.
- (d) a list of employees who are not eligible for re-appointment to a Bargaining Unit position because
 - (i) the employee's Job Security Period has expired.
 - (ii) the employee has graduated.

(iii) the employee has severed their Student Status in accordance with Clause 3.2.

(e) Information under this clause will be provided as soon as possible, but no later than August 15 for the Regular Session and April 15 for the Summer Session.

ARTICLE 14. POSTINGS

“NOTE: The entire Article was re-written; new text is not underlined”.

14.1 Position Postings

(a) The Parties share the objective of maximizing opportunity of employment for University of Manitoba students. Accordingly, the Employer shall post all Regular Positions, except as outlined below in 14.1 (c) and (d) in all classifications of work traditionally performed by Bargaining Unit employees (i.e. Lecturer/Instructor, Teaching Assistant, Demonstrator, Tutor, Seminar Leader, and Grader/Marker).

In accordance with Clause 1.16, postings for “Other Appointments” are not required.

(b) Where the Employer has determined that a Regular Position in the Bargaining Unit (as defined in Clause 1.17) is to be filled, the Employer shall post a Position Vacancy Notice on the Human Resources website for a minimum of fourteen (14) calendar days prior to the date of application closure, except as outlined below in 14.1 (c) and (d).

(c) Where the Employer requires a Regular Position to be filled on short notice as a result of sick or other leaves or by unanticipated circumstances such as unexpected enrollment increases, additional funding, resignation, etc., where the start date of the position does not allow for the normal fourteen (14) calendar day posting period, the Employer may do so without posting. However, this does not preclude the Employer from also proceeding with a shortened posting, that is, less than what is outlined in 14.1 (b).

(i) Other exceptions to posting are only by mutual written agreement between University Staff Relations and the Local Union Office. Such agreement will not be unreasonably withheld.

(ii) Departments will provide written notification of all employees who have been appointed to a position that was not posted in accordance with (c), and in turn, Human Resources will notify the Union of all employees who have been appointed to a position that was not posted in accordance with (c).

- (iii) Employees who have been appointed to a position that was not posted, in accordance with 14.1 (c) will not be eligible to earn Continuance.

(d) Where a Department's PhD program requires that a student obtain teaching experience as a program requirement, the Employer may appoint the PhD student to a lecturer/instructor position without posting, providing the Employer first provides the Union with documentation about this requirement. This provision may be applied to a specific student only once during their PhD program. Any subsequent appointment under this provision is conditional on the Employer receiving a mutual agreement from the Union in writing and providing reasons prior to the appointment of the PhD student. Continuance rights as stipulated in Clause 13 shall not apply to such appointments.

14.2 **Position Vacancy Notice**

The Position Vacancy Notice shall include the following information where applicable: position vacancy number, classification, level, Department, course, qualifications (academic and other) which are demonstrably applicable to the position, number of available positions if known, job title and position duties, hourly rate or course rate, hours per day and/or per week, total number of hours expected, time slot, start date and date of application closure.

- (a) An electronic notification of the position vacancy shall be sent to the Local Union Office at the time that the job is posted and at other times upon request of the Union.

- (b) A Position Vacancy Notice may contain the following:

“Preference may be given to applicants who are, or will be, a registered student studying in the Department which is posting the employment opportunity at the time that the duties of the position commence.”

- (c) Where the Employer requires that more than one position of the same classification and level be filled, the Employer may post a composite Position Vacancy Notice. Such notice shall provide a list of specific course names and numbers for the courses associated with the positions, job titles where applicable, and approximate number of hours for each of the listed positions. The notice shall also state that an applicant may indicate a preference for work associated with a particular course(s) on their application.

14.3 **Limitation on Hours of Work**

The purpose of this Clause is to provide an equitable distribution of work available to employees in any given Department.

- (a) A Department, at its discretion, may set a limitation on the number of hours of work per week, per employee;

- (b) A limitation is the maximum number of hours of work per week an employee may work in a given Department, except as otherwise provided for in this Clause;
- (c) Where a Department exercises its discretion to invoke a limitation on the hours of work, such limitation shall apply to all Bargaining Unit employees in the Department;
- (d) The limitation on hours of work in any given Department shall apply within that Department only and shall not apply to, or be affected by, any hours of work being worked by an employee in another Department;
- (e) Where a Department sets a limitation on hours of work, the limitation shall be set at no less than twelve (12) hours per week per employee. An employee may be appointed to any number of positions so long as the sum of hours of the combined appointments do not normally exceed the limitation except as provided for in subsections (f) and (g).
- (f) The limitation shall not include extra hours occasionally worked beyond the normal limitation as, from time to time, the need arises (as determined by the Employment Supervisor) for extra hours;
- (g) Where a Department has invoked a limitation on the hours of work and an employee applies for a position vacancy where appointment to that would place them beyond the limitation on hours, the following will apply:
 - (i) If there are no other qualified applicants (as per Clause 15.1) whose hours of work for the Department would not exceed the limitation if appointed to that position, the Department may choose the most qualified applicant (as per Clause 15.1) and allow the said applicant to exceed the limitation on hours of work; or
 - (ii) Where an employee is the most qualified applicant (as per Clause 15.1) for a vacant position of greater gross monetary value in the same Department, the Department will allow the employee to transfer from one position to the vacant position. Such a transfer does not constitute resignation of employment as per Clause 12.5(e).
- (h) Any Departmental limitation on hours of work shall be established as follows:
 - (i) For regular session no later than May 31st of a given year to be effective commencing September 1st of that year until April 30th of the following year.
 - (ii) For summer session, no later than March 1st of a given year to be effective May 1st to August 31st of that same year.
 - (iii) Written notice to establish or change or rescind any such limitation shall be provided by the Department to the employees of the Department, the

appropriate Staff Relations Officer and the Local Union Office.

- (iv) The Union will also be advised of the effective and expiry date of the limitation and confirmation that all employees of the Department have been notified in writing of the limitation.

14.4 **Application for Vacancy**

- (a) Students will be required to apply in writing on or before the closing date indicated on the Position Vacancy Notice for any position posted for which they wish to be considered.
- (b) A student's decision of whether or not to apply for or accept appointments may be influenced by the academic regulations of the University and/or the conditions of a fellowship, scholarship, or other award. Such regulations and/or conditions are not grounds for the Employer to refuse or deny application for employment to a student seeking employment pursuant to the terms of this Collective Agreement.

14.5 **Cancellation of Position Vacancy Posting**

The Employer may cancel a position vacancy posting prior to an offer of appointment being made. The Union will be notified in writing of all canceled position vacancy postings as soon as possible after the date of cancellation through the notice procedure described in Clause 15.2.

ARTICLE 15. APPOINTMENTS

“NOTE: the entire clause was re-written; new text is not underlined”.

15.1 **Selection for Position Vacancy**

The Employer shall select the best qualified students for appointment to posted position vacancies from among students who are qualified, competent, and able to perform the duties and responsibilities of these positions.

When making a selection for a vacancy, the Employer shall consider academic and other qualifications which are demonstrably applicable to the position and which are set out on the Position Vacancy Notice; and academic performance and work performance in accordance with Article 18.

Where the qualifications of the candidates are relatively equal, seniority shall be the determining factor in the selection decision. Where there is more than one position, and two or more candidates are considered relatively equal by the Employer, positions will be awarded in decreasing order of seniority to maximize employment opportunities for students in accordance with Clause 14.1.

15.2 **Notice of Selection Decision Results**

Successful candidates for posted positions in the Bargaining Unit shall be notified by the Employer in writing within twenty-one (21) calendar days after the date of the selection decision.

The Employer shall post on a weekly basis a notice on the U of M home website which summarizes the results of posted positions. The notice shall indicate the name of the successful candidate or whether the position was cancelled, the position vacancy number, classification, Department and course. A weekly Results of Competitions report containing this information shall be sent to the Union.

15.3 **Reasons for Selection Decision**

For purposes of employee development and to enhance a student's opportunity for Bargaining Unit work, reasons for a selection decision will be provided to an unsuccessful candidate upon written request to the Department Head or designate. This information will be given in writing.

15.4 **Unsuccessful Candidate May Grieve**

Where a selection decision is grieved, the appointment shall be considered temporary until the grievance is resolved and the appointee thereby either confirmed in the position vacancy, or replaced in the position vacancy by the grievor or the grievance is otherwise resolved by the Parties.

15.5 **Appointment Consultation**

Where an employee is appointed to a position in the Bargaining Unit, prior to the commencement of their duties, the employee's Employment Supervisor shall meet and discuss with the employee the duties and responsibilities of the position.

ARTICLE 16. WITHDRAWAL OR CANCELLATION

16.1. Withdrawal of Offer of Appointment

- (a) The Employer may withdraw an offer of appointment made to an employee before the duties of the position have commenced. The employee, subject to qualifications, competence and ability, shall be placed in a position vacancy of equivalent remuneration, if such a position is available.
- (b) With the exception of Clause 15.4, no position may be withdrawn, which has been offered to a candidate in accordance with Clause 15.2, in order to offer the position to another candidate.

16.2 **Cancellation of Lecturer/Instructor Courses Other than Distance and Online Courses**

- (a) Where a Dean, Department Head or administrative equivalent cancels a course other than a Distance and Online course which an employee has been appointed to teach, the employee affected shall be paid a cancellation fee per course as follows:
 - (i) if the cancellation occurs between eight (8) and twenty-one (21) calendar days before the first scheduled class, a cancellation fee of \$275.00. Effective January 1, 2021, the cancellation fee will be six percent (6%) of the minimum stipend rate for the equivalent of three (3) credit hours, rounded to the nearest dollar;
 - (ii) if the cancellation occurs within seven (7) calendar days of the first scheduled class, a cancellation fee of \$525.00. Effective January 1, 2021, the cancellation fee will be twelve percent (12%) of the minimum stipend for the equivalent of three (3) credit hours, rounded to the nearest dollar; and
 - (iii) if the cancellation occurs on or after the first scheduled class, a cancellation fee of \$775.00. Effective January 1, 2021, the cancellation fee will be eighteen percent (18%) of the minimum stipend for the equivalent of three (3) credit hours, rounded to the nearest dollar.
- (b) No cancellation fee shall be paid for cancellations more than twenty-one (21) calendar days in advance of the first scheduled class.

16.3 **Summer Session Courses**

- (a) Where a Dean, Department Head or administrative equivalent cancels a Summer Session course which an employee in a Lecturer/Instructor appointment has been appointed to teach, the employee affected shall be paid a cancellation fee per course as follows:
 - (i) if the cancellation occurs within seven (7) calendar days of the first scheduled class, a cancellation fee of \$525.00. Effective January 1, 2021, the cancellation fee will be twelve percent (12%) of the minimum stipend for the equivalent of three (3) credit hours, rounded to the nearest dollar.
 - (ii) if the cancellation occurs on or after the first scheduled class, a cancellation fee of \$775.00. Effective January 1, 2021, the cancellation fee will be eighteen percent (18%) of the minimum stipend for the equivalent of three (3) credit hours, rounded to the nearest dollar.
- (b) No cancellation fee shall be paid for cancellations more than seven (7) calendar days in advance of the first scheduled class.

16.4 **Cancellation of Lecturer/Instructor Distance and Online Courses**

- (a) Where a Dean, Department Head or administrative equivalent cancels a Distance and Online course which an employee has been appointed to teach, the employee affected shall be paid a cancellation fee per course as follows:
- (i) if the cancellation occurs within five (5) calendar days of the commencement of the course, a cancellation fee of \$275.00. Effective January 1, 2021, the cancellation fee will be \$277.06. Effective September 1, 2021, the cancellation fee will be \$279.83; and
 - (ii) if the cancellation occurs on or after the commencement of the course, a cancellation fee of \$525.00. Effective January 1, 2021, the cancellation fee will be \$528.94. Effective September 1, 2021, the cancellation fee will be \$534.23.
- (b) No cancellation fee shall be paid for cancellations more than five (5) calendar days in advance of the commencement of the course.

ARTICLE 17. POSITION CLASSIFICATION AND SALARIES

17.1 **Classification Specifications**

It is the Employer's right to determine the job that is to be performed. 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.

17.2 **Revised and New Classifications**

- (a) Existing classifications may be revised and new classifications may be established during the term of this Collective Agreement. The Employer shall notify the Union by providing a copy of the revised or new classification specification to the Local Union Office, and the rate of pay for the new or revised classification.
- (b) 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 21.9 of the Collective Agreement.
- (c) 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.

17.3 **Determination of Hours of Work**

The duration and hours of work for the various types of employment

appointments shall be determined by the Employment Supervisor(s) and shall be based on the following:

- (a) the requirements of the academic session in which the appointment takes place;
- (b) and the time required to perform all of the duties including preparation time if applicable.
- (c) The determination of hours of work shall not preclude consultation between the Employment Supervisor and the employee, at the request of either.

17.4 **Reduction of Hours of Work**

Where, after having filled Bargaining Unit positions, a department or faculty finds it necessary to reduce the hours of work for those positions, the employees in those positions will be provided with two (2) weeks written notice.

17.5 **Consultation**

- (a) The Employment Supervisor or the employee may request a consultation meeting to discuss hours of work beyond the expected hours of work as stated in the job posting or continuance letter. The Employment Supervisor is to take into consideration the employee's academic program requirements when assigning extra duties.
- (b) During this consultation, the employee, if they choose, may have a representative of the Union present, provided that the Employment Supervisor is given one (1) day's advance notice of the Union representative's attendance. The Employment Supervisor may choose to have a representative from Human Resources present.
- (c) If resolution is not reached during the consultation process, the matter may be submitted to the grievance process in writing at Step 2 in accordance with Article 21.
- (d) Employees are authorized to work up to and including the hours of work assigned to a position as set out in the employee's letter of offer. All time worked in excess of the assigned hours of work must be authorized by the employee's Employment Supervisor.
- (e) Employees are not required or expected to work in excess of assigned hours of work unless the excess hours of work are authorized by the employee's Employment Supervisor. Where an employee is authorized to work in excess of assigned hours of work, the employee shall be paid for the excess work.

17.6 **Hourly rates of pay**

(a) Hourly rates, excluding vacation pay, will be as follows:

	Sept 1/17	Sept 1/18	Sept 1/19	Sept 1/20	Sept 1/21
Level 1* Grader/Marker	\$14.42	<u>\$14.42</u>	<u>\$14.42</u>	<u>\$14.53</u>	<u>\$14.68</u>
Level 1* Teaching Assistant Demonstrator Tutor Seminar Leader	\$19.55	<u>\$19.55</u>	<u>\$19.55</u>	<u>\$19.70</u>	<u>\$19.90</u>
Level 2** Grader/Marker	\$15.86	<u>\$15.86</u>	<u>\$15.86</u>	<u>\$15.98</u>	<u>\$16.14</u>
Level 2** Teaching Assistant Demonstrator Tutor Seminar Leader	\$21.50	<u>\$21.50</u>	<u>\$21.50</u>	<u>\$21.66</u>	<u>\$21.88</u>
Level 3*** Teaching Assistant Demonstrator Tutor Seminar Leader	\$23.44	<u>\$23.44</u>	<u>\$23.44</u>	<u>\$23.62</u>	<u>\$23.86</u>

*Level 1 Applicable where an Undergraduate Degree is not a job requirement.

**Level 2 Applicable where a minimum of an Undergraduate Degree or equivalent is a job requirement.

*** Level 3 Applicable where a minimum of a Master's Degree is a job requirement.

(b) All employees shall be entitled to vacation pay equal to six percent (6%) of their hourly rate of pay added to their regular pay cheques in each pay period in lieu of annual vacation with pay. Employees are entitled to statutory holiday pay in accordance with Article 24.

(c) Where attendance in credit or non-credit courses is required as part of the duties of a given position, the employee will be paid for such attendance as part of the paid duties of the position.

(d) Hours of work and overtime will be determined as follows:

(i) Maximum hours of work payable at straight time are forty (40) hours per week. Any and all hours worked in excess of forty (40) hours per week shall be paid at one and one-half times the employee's normal hourly rate of pay.

(ii) Notwithstanding the foregoing, where an employee of their own volition, for the purpose of the marking of papers, exams, etc., chooses to combine their weekly hours of work and in doing so works in excess of forty (40) hours per week, the hours worked in excess of forty (40) hours per week shall not be considered overtime and shall be paid at straight time rates of pay.

17.7 Minimum Stipend and hourly rate for Lecturer/Instructors

(a) The minimum stipend and the hourly rate for a Lecturer Instructor appointment including vacation pay will be as follows:

	Sept. 1/17	<u>Sept. 1/18</u>	<u>Sept. 1/19</u>	<u>Sept.1/20</u>	<u>Sept. 1/21</u>
<u>Stipend per credit hour</u>	\$1738.21	<u>\$1738.21</u>	<u>\$1738.21</u>	<u>\$1751.25</u>	<u>\$1768.76</u>
<u>Hourly Rate</u>	\$28.97	<u>\$28.97</u>	<u>\$28.97</u>	<u>\$29.19</u>	<u>\$29.48</u>

(b) The stipend represents total payment for all work normally required. For record-keeping purposes such as for Records of Employment, hours of work will be deemed to be sixty (60) hours of work per course credit hour to a maximum of forty (40) hours per week.

(c) Where an employee in a Lecturer/Instructor position accepts another appointment/position with the University, the hours of work per day or per week per appointment/position shall be considered separate and distinct from one another for the purpose of determining when overtime shall apply.

(d) Work in Addition to a Lecturer/Instructor Appointment

The hourly rate of pay for Lecturer/Instructors will only be paid for work that falls outside the dates of the specific Appointment, but is still connected to the Appointment, or outside the scope of the specific Appointment. This additional work could include duties such as but not limited to committee work, attending meetings or other work provided that the additional work is assigned by the Department/University.

(i) Work Outside Appointment Dates

If the Department Head determines there is work to be performed outside the dates of the employee's appointment connected to that appointment (for example, course preparation meetings, grade appeals, exam deferrals), and the Department Head offers the work to the employee, the employee who accepts the offer of work will be paid the hourly rate for time spent performing the work in accordance with this clause.

(ii) Work Outside Appointment Scope:

If an employee is assigned by the Department Head to attend a meeting or perform work that is not directly related to their Lecturer/Instructor duties associated with their Appointment, they shall be paid in accordance with Clause 17.7(a) for each hour of attendance at the meeting or each hour they perform the work.

If an employee is assigned to substitute for another employee instructing a course, the substitute employee shall be compensated at the hourly rate based upon three (3) hours of preparation time for every one (1) hour of in-class instruction.

If an employee is required to instruct/teach a laboratory/tutorial as part of their Appointment but in addition to the credit hours of their Appointment, they shall be compensated at the hourly rate of the classification of the additional work as set out in Clause 17.7(a) for all work required in order to instruct/teach this laboratory/tutorial. The Department Head or designate will meet with the employee and set out the amount of work that will be required prior to the commencement of the instructing/teaching of the laboratory/tutorial.

17.8 Distance and Online Courses

- (a) The following rates for Distance and Online Courses, which are inclusive of six percent (6%) vacation pay, will be per student based on the student count at the close of the registration revision period (which is the last date to register for a course at outlined in the Academic Calendar).

	Sept. 1/17	<u>Sept.1/18</u>	<u>Sept.1/19</u>	<u>Sept. 1/20</u>	<u>Sept.1/21</u>
Per Student 3 Credit Hour Course	\$102.97+ \$10	<u>\$112.97</u>	<u>\$112.97</u>	<u>\$113.82</u>	<u>\$114.96</u>
Per Student 4 Credit Hour Course	\$137.65+ \$10	<u>\$147.65</u>	<u>\$147.65</u>	<u>\$148.76</u>	<u>\$150.25</u>
Per Student 6 Credit Hour Course	\$205.95+ \$20	<u>\$225.95</u>	<u>\$225.95</u>	<u>\$227.64</u>	<u>\$229.92</u>

(b) The pay represents total payment for all work required of a Lecturer/Instructor for Distance and Online courses including preparation time, student contact time, grading, invigilating and follow-up of grade appeals before the end of the term.

17.9 **General**

(a) First Payment

Each employee shall receive their first salary payment within twenty-one (21) calendar days of the commencement of their duties.

(b) Salaries

Salaries shall be paid bi-weekly over the period of the appointment in accordance with the rates of pay contained in this article.

(c) Bi-Weekly Pay

A bi-weekly pay period shall consist of fourteen (14) calendar days beginning 00.01 hours Saturday to 24.00 hours Friday.

(d) Statement of Earning

A statement of earnings and deductions shall be provided electronically unless otherwise requested.

(e) Record of Employment

Upon the expiration of an appointment, the Employer shall issue to the employee a Record of Employment form in compliance with applicable legislation.

(f) Temporary Assignment

Where an employee is required to temporarily perform the duties of another position the employee shall receive payment for all hours assigned by the Employer at the rate of pay for that classification.

When assigning temporary duties, the Employment Supervisor is to take into consideration the employee's academic program requirements.

(g) Pay for Meetings and Training

(i) If an hourly paid employee is required to attend a meeting or mandatory training, they shall be paid the hourly rate for all time spent in attendance at the meeting/training.

(ii) If an employee is appointed as a CUPE representative for a committee they shall be paid at the hourly rate for all work associated with that committee. No appointments to CUPE positions may be made without the approval of the CUPE Local Union Office.

ARTICLE 18. PERFORMANCE EVALUATION

18.1 Purpose

The purpose of employee performance evaluation by the Employer is twofold:

- (a) To assess the employee's performance and to thereby assist the employee in developing and improving their skills; and
- (b) To insure a standard of acceptable employee performance.

18.2 Evaluation

- (a) An employee's work performance shall be evaluated at least once per appointment for each Regular Position the employee holds.
- (b) The performance evaluation shall be conducted by the employee's Performance Evaluator. The Department Head shall identify who will conduct the performance evaluation, in writing, prior to any performance evaluation.
- (c) The Performance Evaluator shall normally be the course Instructor for employees employed in Teaching Assistant/Demonstrator/Tutor/Seminar Leader and Grader/Marker classifications.

(d) The Performance Evaluator shall normally be the Employment Supervisor for Lecturer/Instructors and other employees whose work is not associated with a specific course (e.g. Access Program Tutors).

(e) Where the performance evaluation involves attendance at a class or laboratory, the employee shall be given a minimum of two (2) calendar days' notice of such attendance.

18.3 **Written Evaluation**

(a) All evaluations will be written and a copy will be provided to the employee. The employee may provide their written comments on the content of the performance evaluation.

(b) Any written performance evaluation, including the employee's written comments, if any, shall be included in the employee's employment file.

18.4 **Unsatisfactory Performance**

Where the Employment Supervisor finds an employee's work performance to be unsatisfactory, the employee may be discontinued in accordance with Clause 13.6, and/or disciplined in accordance with Article 20 (Discipline And Dismissal) of the Collective Agreement.

ARTICLE 19. RESIGNATION AND ABSENCE WITHOUT AUTHORIZATION

19.1 **Employee Resignation**

(a) An employee, when resigning their employment with the Employer, shall provide in writing to their Department Head or designate a minimum of ten (10) calendar days' notice of their intention to resign.

(b) Declining a re-appointment in accordance with Clause 13.10(b) and (e) of the Collective Agreement does not constitute resignation.

(c) Where an employee holds more than one (1) position with the Employer, leaving a single Grader/Marker or Teaching Assistant/Demonstrator/Tutor/Seminar Leader position shall not constitute resignation and shall not result in loss of Bargaining Unit seniority pursuant to Clause 12.5(e).

(d) An employee, when leaving a single Grader/Marker) or Teaching Assistant/Demonstrator/Tutor/Seminar Leader position with the Employer, shall provide in writing to their Department Head or designate a minimum of ten (10) calendar days' notice of their intention to leave the position.

(e) Where an employee holds more than one (1) position with the Employer, leaving a Lecturer/Instructor position shall constitute resignation and result in loss of Bargaining Unit seniority pursuant to Clause 12.5(e). Where an employee brings forward special circumstances in regards to their resignation, this will be considered by the parties before a loss of Bargaining Unit seniority is implemented.

19.2 Absence Without Authorization

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

ARTICLE 20. DISCIPLINE AND DISMISSAL

20.1 Progressive Discipline

The parties accept the concept of progressive discipline.

20.2 Just Cause

An employee will not be disciplined or discharged without just cause.

20.3 Meetings

(a) If a problem arises with an employee's assigned duties, responsibilities, or conduct, the Department Head will normally meet with the employee for the purpose of discussing and attempting to resolve any issues or concerns.

(b) During the course of that meeting, should any information come to light which likely will give rise to discipline, the meeting will be terminated and a new meeting will be convened in accordance with Subsection (c) of Clause 20.3.

(c) In situations of alleged culpable activity that may give rise to discipline, the Department Head will make every reasonable effort to schedule a meeting for the purpose of investigating the matter. The Department Head, in consultation with Human Resources, will provide the employee with reasonable notice of the meeting, the nature of the concerns, and the names of attendees, notice of the employee's right to have a Union representative present at the meeting, and Union contact information. At the same time, Human Resources will notify the Union of meetings in writing, including date, time, location and the name of the employee. Where an employee intends to have a Union representative present, the employee shall so advise the Department Head.

20.4 **Non-Disciplinary Coaching Letter**

The purpose of a non-disciplinary coaching letter is to improve communication between the Department Head and employee and ensure mutual understanding of the Department Head's expectations of the employee. A non-disciplinary coaching letter shall summarize the discussion between the Department Head and employee, specifying any problem area(s) and any remedial actions expected. The letter shall be placed in the employee's personnel file.

20.5 **Discipline**

- (a) Discipline may take the form of a written reprimand, suspension without pay or dismissal.
- (b) All disciplinary action shall be summarized in writing by the Employer to the employee, and shall be placed on the employee's personnel file. Where the Union was in attendance at the discipline meeting, a copy of any discipline letter shall be sent to the President of the Local Union, or designate.
- (c) A written reprimand will expire at the end of the employee's next regular appointment, unless further disciplinary action has been taken. When a written reprimand is no longer in effect the employee will be notified in writing that their written reprimand will be removed from their file, with a copy to the Union.
- (d) In cases of severe problems such as violent or threatening behaviour, gross insubordination, theft or personal or sexual harassment, the employee may be placed on leave immediately, pending a meeting. Progressive discipline may not apply in such cases.
- (e) Unless an employee is found guilty of an offence as outlined in subsection (d) above, the employee's student status will normally not be affected by employment problems.

20.6 **Grievances of Discipline**

A grievance regarding discipline may be filed at Step Two of the Grievance Procedure.

ARTICLE 21. GRIEVANCE PROCEDURE AND ARBITRATION

21.1 **Definitions for the Purpose of This Article**

- (a) A "grievance" shall be defined as any difference arising from the interpretation, application, administration or alleged violation of this Collective Agreement.

(b) A “grievor” shall be defined as the party who initiates a grievance. It could be the Employer, the Union who has initiated a Union Policy grievance or an employee(s) on whose behalf the Union has initiated a Union individual or Group grievance.

(c) A “working day”, for the purposes of this article, shall be defined as Monday to Friday excluding statutory holidays.

21.2 **Written Grievance**

(a) All formal grievances shall be required to be set forth in writing.

(b) A written grievance shall set forth the particulars or the nature of the grievance, the name(s) of the person(s) involved, the date(s) or approximate date(s) of any alleged violation, the number(s) of any Article(s)/Clauses of the Collective Agreement alleged to have been violated if applicable, and the remedy sought.

21.3 **Time Limits**

Time limits as established in this Article shall be complied with unless extended by mutual agreement between the Employer and the Union. 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.

21.4 **Step Bypassing**

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

21.5 **Employer Grievance**

An “Employer grievance” shall be defined as a grievance initiated by the Employer. An Employer grievance shall be set forth in writing and presented to the Local Union Office within ten (10) working days from the date of the occurrence of the circumstance giving rise to the grievance or from the date the Employer could have been reasonably aware of the occurrence of the circumstances. 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 21.9.

21.6 **Policy Grievance**

A “policy grievance” shall be defined as a grievance initiated by the Union. A policy grievance shall be set forth in writing and filed at either Step Two or Step Three of the grievance procedure as outlined in Clause 21.8 as may be appropriate.

21.7 **Individual and Group Grievances**

An “individual or group grievance” shall be defined as a grievance filed by the Union at Step One of the grievance procedure.

21.8 **Grievance Procedure**

Step One:

Grievances filed with respect to Clauses 21.6 and 21.7 shall be set forth in writing in accordance with Clause 21.2 within twenty (20) working days of the occurrence giving rise to the grievance and sent to the appropriate Department Head with a copy to the appropriate Staff Relations Officer in Human Resources.

The Department Head or their designate shall have ten (10) working days from the date of receipt of the grievance to reply in writing to the Union. (If the work unit in which the employee(s) is employed has no Department Head the grievance shall commence at Step Two, however, the time limits as set out in Step One shall apply.)

Step Two:

If the reply provided at Step One does not resolve the grievance and the Union wishes to proceed with the grievance, then the grievance shall, within ten (10) working days from the date of the reply at Step One, be delivered to the appropriate Dean/Director with a copy to the Staff Relations Officer.

Upon mutual agreement between the Union and the Employer, a meeting between the Parties shall be held within ten (10) working days from the date of receipt of the grievance, and the employee may be required to attend.

The Dean/Director or designate shall have ten (10) working days from either the date of the meeting or, if no meeting is convened, the date of receipt of the grievance in which to reply in writing to the Union with a copy to the Staff Relations Officer.

Step Three:

If the reply provided at Step Two does not resolve the grievance and the Union wishes to proceed with the grievance, within ten (10) working days of the Step Two reply the grievance shall be referred to the Vice-Provost (Academic Affairs) with a copy of the referral notice to the Staff Relations Officer.

The Vice-Provost (Academic Affairs) or designate, within ten (10) working days of receipt of the grievance, may convene a meeting with the Union and the appropriate Employer representatives to discuss the grievance. The Vice-Provost (Academic Affairs) or their designate shall have ten (10) working days from the date of the meeting or, if no meeting is convened, the date of receipt of the grievance to reply in writing to the Union

and the Staff Relations Officer. The grievor with their Union representative may be required to attend a meeting at this step.

Step Four:

If the reply provided at Step Three does not resolve the grievance and the Union wishes to proceed with the grievance then, within twenty (20) working days of the Step Three reply, the grievance shall be referred to arbitration in accordance with the provisions as outlined in Clause 21.9.

Upon mutual agreement, the Parties may attempt to resolve the grievance through a mediation process prior to proceeding to arbitration. The mediator shall be agreed upon by the Parties.

21.9 **Arbitration**

(a) When, pursuant to Clause 21.5, 21.6 or 21.7 of the Collective Agreement, either Party requests that any matter be submitted to arbitration, the Parties agree to the use of a single Arbitrator. The selection of an Arbitrator will be by mutual agreement between the Union and the Employer. If the parties are unable to agree upon an Arbitrator within twenty (20) working days of the notice of intent to proceed to arbitration, they may apply to the Manitoba Labour Board for the appointment of an Arbitrator.

(b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

(c) No grievance may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure mentioned in this Collective Agreement, except as provided for in Clause 21.3 and 21.4.

(d) No grievance shall be subject to arbitration which involves:

(i) Any request for modification of the Collective Agreement;

(ii) Any matter not covered by the Collective Agreement;

(iii) Any matter which by the terms of the Collective Agreement is exclusively vested in the Employer.

(e) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor alter, modify or amend any part of this Collective Agreement.

(f) The decision of the Arbitrator shall be final and binding on the employee, the Union and the Employer.

(g) Each of the Parties hereto will jointly bear the expense of the Arbitrator so appointed.

ARTICLE 22. EMPLOYMENT FILE

22.1 Employment File

“Employment file” shall mean the employee's official employment file established and maintained by Human Resources. This file consists of items relating to employment and shall be established and maintained for each employee in the Bargaining Unit.

22.2 Employee Responsibility

It is the responsibility of the employee to keep Human Resources and their Department Head(s) informed of their current address

22.3 Right to Inspect File

Upon written request to Human Resources, an employee and, if the employee so desires, a designated representative of the Union shall have the right to inspect the contents of their employment file.

22.4 Employment Related Documents

If the employee so wishes, they may add any employment related documents to their employment file.

22.5 Limited Access to Files

Access to employment files will be in accordance with applicable legislation, i.e. FIPPA and PHIA.

ARTICLE 23. LEAVE OF ABSENCE

23.1 Sick Leave

(a) Definition of Sick Leave

(i) Sick leave means the period of time an employee is entitled to be absent from work with pay by reason of either illness or injury for which Workers' Compensation is not payable.

(ii) Absence for medical or dental appointments shall not be considered as sick leave.

(b) Accumulation of Sick Leave

All employees upon the completion of the equivalent of sixty-five (65) hours of employment shall be entitled to accumulate one (1) hour of sick leave with pay for each fifteen (15) hours of employment cumulative from the first day of employment to a maximum of 260 hours of sick leave.

(c) Sick Leave With Pay

Sick leave is payable on the basis of an employee's regular hourly rate of pay for any scheduled hours missed or any hours where the employee is unable to rearrange their schedule to meet operational requirements, as a result of a documented illness or injury. Employees will not be entitled to cash out unused sick leave.

(d) Notification of Employer When Sick

- (i) An employee who is unable to attend work due to illness or injury shall notify their Employment Supervisor or designate, as soon as reasonably possible on the day the employee is unable to attend work unless they can provide reasonable evidence that notification was not possible.
- (ii) If the sick leave is of some duration, the employee shall keep in regular contact with their Employment Supervisor.
- (iii) Absence from employment due to sickness without notification to the Employment Supervisor or designate, as outlined above and/or failure to provide a medical certificate when requested, and/or failure to release information for a Second Medical Opinion as outlined in clause 23.1 (f), shall be considered as unauthorized leave and the employee will not receive sick pay.

(e) Medical Certificate

Normally a medical certificate will not be requested for absence due to illness or injury; however, the Employer reserves the right to request a medical certificate. A request for a medical certificate will be made during the period of illness or injury or, if there are repeated absences, prior to the next absence. A reasonable amount of time will be allowed for the employee to comply with the request. The Employer shall request that the medical certificate state the dates on which the employee was unable to attend work and the pertinent details relating to the illness or injury.

(f) Second Medical Opinion

In cases of long term or frequent sick leave claims, the Employer may require the employee to obtain a second medical opinion from a doctor mutually agreed upon by the University and employee. In this event, the employee will authorize the doctor who

rendered the first opinion to make the required information available to the second doctor and shall, if requested, substantiate that they have given this authorization.

The cost of obtaining the second opinion shall be borne by the Employer. Information imparted to the University in a medical report resulting from obtaining a second medical opinion shall be retained only in the files of the University Medical Officer.

(g) MPI Wage Loss Replacement Benefits

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

(ii) An employee who qualifies for wage loss replacement benefits from MPI shall continue to receive their normal sick leave benefits as per Clauses 23.1(b) and (c), and have the MPI wage loss replacement benefits reimbursed to the University and offset against the employee's salary so as to preserve the non-taxable nature of MPIC benefits.

(iii) For purposes of the Collective Agreement, the employee shall be considered as on sick leave for the duration of the entitlement to wage loss replacement benefits or until all sick leave entitlement has been taken.

(iv) The Parties will meet and attempt to resolve any problems which may arise out of the implementation of this Clause.

23.2 Maternity Leave

(a) In order to qualify for Maternity Leave, a pregnant employee must be currently (at time of application) working for the Employer and:

(i) Have completed sixty-five (65) hours of employment with the Employer.

(ii) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave.

(iii) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.

(b) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

(i) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 23.2(a)(iii);

(ii) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 23.2(a)(iii) and the actual date of delivery if delivery occurs after the date mentioned in the certificate;

(iii) The maternity leave shall commence no earlier than seventeen (17) weeks preceding the date specified on the medical certificate and shall terminate no later than seventeen (17) weeks following the actual date of delivery. Any additional leave of absence granted following the end of the maternity leave shall be considered as a separate leave of absence without pay.

(c) An employee who applies for Maternity Leave may also apply for Maternity Leave Benefits through Human Resources and Skills Development Canada.

(d) An employee who wishes to resume their employment on the expiration of leave granted, or prior to the expiration of the leave if two (2) weeks' notice is given, shall be reinstated by the Employer in the position occupied by them at the time such leave commenced or in a comparable position with not less than the same wages unless the employee's job has ended.

23.3 **Extension of Maternity Leave With Leave of Absence Without Pay**

An employee who has been granted Maternity Leave or Parental Leave shall, upon written application for such additional leave, be granted an additional contiguous leave without pay such that the total length of the Maternity Leave or Parental Leave plus the additional leave without pay is less than or equal to fifty-four (54) weeks.

23.4 **Parental Leave**

(a) In order to qualify for Parental Leave an employee must be currently (at time of application) working for the Employer and:

(i) Have completed sixty-five (65) hours of employment with the Employer;

(ii) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave;

(iii) Become the parent of their newborn or newly adopted child

(b) An employee who qualifies is entitled to and shall be granted Parental Leave without pay consisting of a period not exceeding sixty three (63) weeks taken in one consecutive period.

(c) An employee who applies for Parental Leave may also apply for Parental Leave Benefits through Human Resources and Skills Development Canada.

(d) An employee who wishes to resume their employment on the expiration of leave granted, or prior to the expiration of the leave if two (2) weeks' notice is given, shall be reinstated by the Employer in the position occupied by them at the time such leave commenced or in a comparable position with not less than the same wages unless the employee's job has ended.

23.5 **General Leave**

If circumstances permit, the Department Head or designate shall grant a leave of absence without pay to an employee upon request, provided that there is a justifiable reason. Any leave of absence beyond three (3) days shall be applied for and confirmed in writing.

23.6 **Witness/Jury Duty**

An employee subpoenaed as a witness or called for jury duty shall be paid at their regular hourly rate of pay for their normal hours of work per day and normal days of work per week which they would have otherwise normally worked during the period of witness or jury duty providing the employee remits to the Payroll Office any monies received other than for reimbursement of expenses, to a maximum amount equal to the employee's wages paid for the said period of time. The employee will be required to work during those scheduled working hours that they are not required to attend the court proceedings.

The Employer may require the employee to furnish the document which requires them to appear as a witness or summons requiring them to appear for witness or jury duty before making any payment under this clause.

23.7 **Unscheduled Family Care**

An employee who has been employed for a minimum of thirty (30) days is entitled to take up to three (3) days of unpaid leave to deal with personal illness or the needs of their family member. Family members in this context includes children, stepchildren, parents, grandparents, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews.

23.8

Bereavement Leave

- (a) An employee shall normally be granted up to three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, or of any second degree relative who has been residing in the same household.
- (b) An employee will normally be granted up to one (1) regularly scheduled work day of leave without loss of salary or wages in the case of the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- (c) Where burial occurs outside of the city, such leave shall also include reasonable travelling time, the latter not to exceed an additional two (2) days. In cases where two (2) days is insufficient travelling time, additional unpaid leave may be granted.
- (d) Bereavement leave is payable on the basis of the employee's regular hourly rate of pay for the employee's normal hours of work per day and the employee's normal days of work per week which the employee would have otherwise normally worked during the period of bereavement leave.

23.9

Compassionate Care Leave

- (a) An employee shall receive compassionate care leave without pay of up to twenty eight (28) weeks to provide care or support to a seriously ill family member subject to the following conditions:
- (i) Eligibility: The employee must have worked for the Employer for at least thirty (30) days prior to the intended date of leave, unless otherwise agreed to by the Employer.
- (ii) Criteria: The employee must provide a medical certificate from the family member's physician certifying that the employee's family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks and the family member requires the care or support of another family member;
- (iii) A family member for the purposes of this clause shall be defined as:
- the employee's spouse or common-law partner (including same sex partner).
 - the employee's child or the child of their spouse or common-law partner.
 - the employee's parent or the spouse or the common-law partner of the employee's parent.

- the spouse or common-law partner of a person mentioned above;
- a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, step-child, grandchild, or grandparent of the employee or of the employee's spouse or common-law partner.
- a parent of the employee's common-law partner.
- a current or former foster parent of the employee or of the employee's spouse or common-law partner.
- any other person whom the employee considers to be like a close relative whether or not they are related by blood, adoption, marriage or common-law relationship and any other person who is a member of a class of persons described in *the Manitoba Employment Standards Code Regulations*.

(b) Notice: The employee must apply in writing two (2) weeks prior to taking the leave, unless circumstances necessitate a shorter period.

(c) Period of Leave: The employee may take no more than two (2) periods of leave totaling no more than twenty eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

(d) Return: The employee may end their compassionate leave early by giving the Employer forty-eight (48) hours' notice.

(e) At the end of an employee's leave under this Clause, the Employer shall, if possible, reinstate the employee to the position occupied when the leave began or in a comparable position with not less than the same wages and benefits.

ARTICLE 24. HOLIDAYS

24.1 Recognized Holidays

In accordance with Manitoba legislation, the following days will be considered holidays: New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and any other day so proclaimed by Federal, or Provincial authorities. An eligible employee's holiday pay is 5% of the employee's total wages, excluding overtime wages, for the four-week period immediately preceding the holiday.

24.2 Remuneration

An employee will not receive additional remuneration in the event they choose to work on a holiday.

24.3 **Time Off for Religious Observances**

Where an employee wishes to take time off for religious observances, they shall discuss the matter with their Department Head or designate to determine whether the request can be reasonably accommodated.

ARTICLE 25. STAFF BENEFITS

25.1 **Staff Benefits**

Eligible employees in this Bargaining Unit may elect to join the University of Manitoba Pension Plan, which is subject to change by a recommendation of the Staff Benefits Committee and approval of the Board of Governors.

25.2 **UM EFAP Coverage**

The University of Manitoba Employee and Family Assistance Program (UM EFAP) coverage will be extended to all employees covered by the Collective Agreement.

ARTICLE 26. EMPLOYMENT EQUITY

26.1 The parties hereby acknowledge, 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, Indigenous Peoples, persons with disabilities and racialized persons, as well as to cooperate in the identification and implementation of steps (providing that none of the terms and conditions of the Collective Agreement are violated) to improve the employment status of these designated groups by increasing their participation in all levels of employment in the Bargaining Unit, including amendments to the Collective Agreement if necessary and mutually agreed upon between the Parties.

ARTICLE 27. WORKING CONDITIONS

27.1 **Provision of Facilities and Materials**

Where the Employer determines that any given space, facility, service, equipment, textbook or material, etc. is necessary and required for an employee(s) to perform their duties, the Employer shall be responsible for providing same to the employee(s) at no cost to the employee(s). The employee(s) shall be responsible for the reasonable care of the space, facility, equipment, textbook or material, etc. while same is in their charge.

27.2 **Provision of Facilities for Lecturer/Instructors**

Department Heads shall undertake, insofar as possible with regard to the physical facilities available to the department, to provide employees with an appropriate place for holding office consultations with students and performing other required duties.

27.3 Lecturer/Instructor Marking Assistance

Assistance with marking provided to Lecturer/Instructors will be consistent with departmental guidelines and/or practices for academic staff within the Department.

ARTICLE 28. ACADEMIC FREEDOM AND INTELLECTUAL PROPERTY

28.1 Academic freedom is based upon the recognition that the common good of society depends on the search for knowledge and the free exchange of ideas, and that the university community plays an essential role in fulfilling these functions.

28.2 Lecturer/Instructors are therefore entitled to freedom in carrying out teaching duties, including but not limited to examining, questioning and engaging in debate on issues related to the subject being taught and freedom from institutional censorship.

28.3 Lecturer/Instructors who are primarily responsible for the content and/or presentation of a course shall be accorded academic freedom in the design and/or presentation of that course, subject to University policy and regulations on Responsibilities of Academic Staff to Students and in accordance with the course description in the University calendar.

28.4 Academic freedom carries with it the responsibility to exercise that freedom in a manner consistent with the scholarly obligation to base teaching on the search for knowledge and the free exchange of ideas.

ARTICLE 29. SAFETY AND HEALTH

29.1 Provision For Safety And Health

The Employer shall make every reasonable provision for the safety and health of all employees and shall make every reasonable effort to maintain working conditions in accordance with acceptable standards of safety and health.

29.2 Safety Equipment

Employees working in any unsanitary or dangerous job shall be required to use the necessary safety equipment and/or protective clothing. Employees shall be supplied with all necessary Personal Protective Equipment (PPE) when needed.

The Employer will provide training in the use of special equipment whenever it expects the employee to use such equipment as part of their job.

29.3 Unsafe Work

No employee shall be disciplined for exercising their rights under Section 43 of The Workplace Safety And Health Act of Manitoba.

29.4 Safety Committees

- (a) The Union shall have the right to participate in the University of Manitoba Organizational Safety and Health Advisory (OSHA) Committee. Minutes of the OSHA Committee meetings shall be provided for any Union representative attending these meetings. A copy shall also be forwarded to the Local Union Office.
- (b) The Union shall have the right to participate in the Local Area Safety and Health (LASH) Committees that are responsible for sites/areas where Union members are employed. Should there be a vacancy on one of these LASH Committees and there is no representative from the Union on that committee, the Union will be advised of the vacancy and given the opportunity to appoint a Union member.
- (c) The Union representative who attends an OSHA Committee meeting or a LASH Committee meeting shall be paid for all time spent in attendance at a meeting and for all time spent carrying out their duties as a Committee member under the Workplace Safety and Health Act and Regulations. This pay shall be at their hourly rate of pay at the highest classification at which they were employed at the time the duties take place.
- (d) The representative(s) of the Union who is appointed to the OSHA Committee or the LASH Committees shall be permitted to take educational leave each year for the number of hours the employee normally works during two (2) normal working days, without loss of pay or other benefits, for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division, or approved by OSHA.

ARTICLE 30. DURATION, TERMINATION AND RENEWAL OF THE COLLECTIVE AGREEMENT

30.1 Duration

This Collective Agreement shall be in effect from the 1st day of September, 2018 and shall continue in force until the 31st day of August, 2022.

30.2 Changes in Collective Agreement

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

30.3 **Notice of Renewal**

Either party desiring to propose changes or amendments to this Collective Agreement shall between the period of thirty (30) and ninety (90) calendar days prior to termination date, submit a copy of the proposed changes to the other party.

30.4 **Enter Negotiations**

Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Collective Agreement.

30.5 **Post-Termination Date Period**

If either Party to this Collective Agreement serves notice to the other Party to renew and revise the Collective Agreement in accordance with Clause 30.3 but a new Collective Agreement is not concluded between the Parties by the termination date of this Collective Agreement, August 31st, 2022, all of the provisions of this Collective Agreement shall continue to be observed by the Parties until whichever of the following occurs first:

- (a) A new Collective Agreement is concluded and agreed upon between the Parties;
or
- (b) Either a strike or lockout occurs; or
- (c) A period of time commencing September 1st, 2022 and ending August 31st, 2023 elapses.

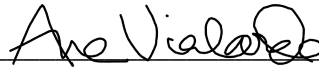
SIGNED THIS 26 DAY OF July 2021

FOR: THE UNIVERSITY OF MANITOBA

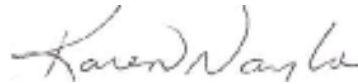


Naomi Andrew
Vice-President (Administration)

FOR: THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3909



Ana Vialard Hart
President, CUPE 3909



Karen Naylor
Vice-President Unit 2, CUPE 3909

LETTER OF UNDERSTANDING #1
BETWEEN
THE UNIVERSITY OF MANITOBA
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3909 (CUPE UNIT #1)

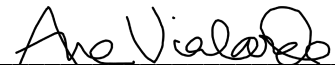
RE: ACADEMIC LEARNING CENTRE TUTORS AND SUPPLEMENTAL INSTRUCTION LEADERS

Effective May 1, 2021, Tutors and Supplemental Instruction Leaders in the Academic Learning Centre will be covered by CUPE Bargaining Unit #1. Effective that date all the terms and conditions of the collective agreement will apply to these employees and union dues will be remitted on the first pay day after May 1, 2021.

Signed this 26th day of July 2021



For the Employer:




For the Union:

**LETTER OF UNDERSTANDING #2
BETWEEN
THE UNIVERSITY OF MANITOBA
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3909 (CUPE UNIT #1)**

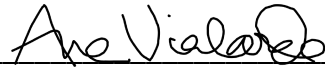
RE: CLAUSE 9.1(c) NON STUDENT HIRES REPORT

The parties hereto agree that the Non Student Hires Report process as set out in Clause 9.1(c) of the Collective Agreement will be reviewed during Summer Session 2021 and Fall Term 2021. Should either party identify an issue or problem with the process, the parties will meet and review. Upon mutual agreement of the parties, changes may be made to ensure the intent of the parties at bargaining and the workability of the process.

Signed this 26th day of July 2021



For the Employer:



For the Union:

LETTER OF UNDERSTANDING #3
BETWEEN
THE UNIVERSITY OF MANITOBA
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3909 (CUPE UNIT #1)

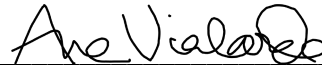
RE: ARTICLE 13 CONTINUANCE PROCESS

The parties hereto agree that the Continuance process as set out in Article 13 of the Collective Agreement will be reviewed during Summer Session 2021 and Fall Term 2021, recognizing the difference in scope of Summer Session to Fall Term. Should either party identify an issue or problem with the process, the parties will meet and review. Upon mutual agreement of the parties, changes may be made to ensure the intent of the parties at bargaining and the workability of the process.

Signed this 26th day of July 2021



For the Employer:



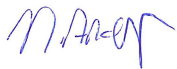
For the Union:

LETTER OF UNDERSTANDING #4
BETWEEN
THE UNIVERSITY OF MANITOBA
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3909 (CUPE UNIT #1)

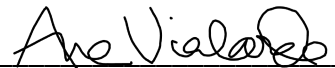
RE: DISTANCE AND ONLINE COURSES

The parties agree to set up a Joint Committee to examine the issue of the pay structure for Distance Education courses and to make recommendations to the parties for the 2022 round of bargaining. Each party will appoint up to four (4) representatives to the committee, and one representative from each party will serve as a Joint Chairperson. Meetings will be held as mutually agreed between the parties.

Signed this 26th day of July 2021



For the Employer:




For the Union:

LETTER OF UNDERSTANDING # 5
BETWEEN
THE UNIVERSITY OF MANITOBA
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3909 (CUPE UNIT #1)

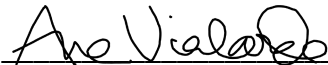
RE: REWRITE OF THE JOB SECURITY AND CONTINUANCE PROCESS

The parties recognize that to properly implement the changes to the Continuance Process will require education and training, therefore, the Continuance Process, outlined in Article 13 will be in full effect in time for the Fall 2021-Winter 2022 Academic Session.

Signed this 26th day of July 2021



For the Employer:



For the Union:

LETTER OF SETTLEMENT
BETWEEN
THE UNIVERSITY OF MANITOBA
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3909 (CUPE UNIT #1)


RE: RETROACTIVE WAGES

The parties hereto agreed to a lump sum payment in lieu of retroactive pay in the amount of 0.75% of actual wages paid from September 1, 2020 to December 31, 2020. This lump sum will include employees who were paid at the minimum stipend, employees who were paid above the minimum stipend, employees paid by the student/web conference, and employees paid by the hour. The lump sum will be paid out in January 2021. The new rates will take effect retroactive to January 1, 2021.

Signed this 26th day of July 2021



For the Employer:



For the Union: