

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, 2010 TO AUGUST 31, 2014

NEGOTIATING COMMITTEES

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NOTE: Underlined text represents new or revised provisions from the previous (2007-2010) Collective Agreement.

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ARTICLE 1. PURPOSE AND SAVINGS CLAUSE

1.1 Purpose

The purpose of this Collective Agreement is to 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 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.

1.2 Savings Clause

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

ARTICLE 2. SCOPE AND RECOGNITION

2.1 Bargaining Unit

The Employer, in accordance with Manitoba Labour Board Certificate No. ~~MLB-51184002~~ dated ~~February 3, 1995~~ ~~April 30, 1986~~, recognizes the Union as the exclusive bargaining agent for all students registered at the University of Manitoba who are employed by the University of Manitoba ~~employees who are registered as students at the University of Manitoba and who are employed in teaching, demonstrating, tutoring or marking 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. ~~Labour Relations Act and the Labour Relations Board of Manitoba.~~~~

2.2 Bargaining Unit Position Defined

A position in the Bargaining Unit means any position of teaching, demonstrating, tutoring or marking in certificate or degree programs conducted by the University of Manitoba when and for the period of time the position is staffed by a University of Manitoba student-employee.

2.3 **Exclusions**

The Parties acknowledge that any person employed in the athletic and recreational Programs of The University of Manitoba is excluded from the Bargaining Unit with respect to that of employment.

2.4 **Employee Defined**

The term "employee" or "employees" whenever used in this Collective Agreement, means any or all of the employees of the Employer covered by this Collective Agreement.

2.5 **Student Defined**

For the purpose of interpretation of this Collective Agreement, the term "student" or "students" means a person or persons who, during any time of her/his employment appointment for work covered by this Collective Agreement, is registered as a student at The University of Manitoba, and, during the spring and summer session, a "student" is anyone who was registered as a student at The University of Manitoba during the academic session immediately previous to the spring and summer session.

- 2.5.1 For clarification, subject to the definition of student (Clause 2.5) and the provisions for registration (Clauses 2.6 and 2.6.1), 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.

2.6 **Registration**

The criteria for registration as established by The University of Manitoba are set forth under the section of this Collective Agreement booklet titled "For Information Only".

- 2.6.1 For clarification, when a student is placed on academic probation or hold status, her/his student status for purposes of employment covered by this Collective Agreement shall not be considered to be severed.

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.

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.

ARTICLE 4. MANAGEMENT RIGHTS

- 4.1 The Union acknowledges without limiting the generality of the following or 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, and to hire, discharge, layoff, suspend, discipline, promote, demote or transfer an employee, and 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 Employer's rights the Employer shall not contravene the provisions of this Collective Agreement and shall act in accordance with all applicable legislation.

ARTICLE 5. NO STRIKES/NO LOCKOUTS

- 5.1 The Union undertakes that there will be no strike during the term of this Collective Agreement nor will the Union take part in sympathy strikes.
- 5.2 The Employer undertakes that there will be no lockout during the term of this Collective Agreement.
- 5.3 The definitions of the words "strike" and "lockout", for the purpose of this Collective Agreement, are as defined in "The Labour Relations Act" of Manitoba.

ARTICLE 6. UNION MEMBERSHIP

6.1 Employee's Right to Union Membership

It is understood that it is the right of any employee covered by this Collective 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.

6.2 No Discrimination

It is agreed that there will be no discrimination, interference, restraint, or intimidation exercised or practised upon any employee by the Employer or its representatives, or by the Union or its representatives, because of membership or non-membership in the Union.

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 her/his rights under this Collective Agreement or by reason of her/his membership or non-membership or lawful activity or lack of activity in the Union.

6.3 **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 7. COLLECTION OF UNION DUES AND INFORMATION TO THE UNION

7.1 **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 Union by the 21st of the following month.

- 7.1.1 Deductions for new employees shall be made starting with the first pay, and calculated from the date of employment.
- 7.1.2 The Employer agrees that all inquiries covering union dues or union deductions shall be directed to the Union office.
- 7.1.3 The Union shall indemnify and save the Employer harmless from any and all claims which may be made by an employee or employees for amounts deducted from pay as provided for in this Article.

7.2 **Information**

The Employer, ~~when forwarding Union deductions,~~ shall also provide to the Union on a monthly basis information, if available, as of the last day of the last pay period in each month on all employees in the Bargaining Unit as follows: Surname and first name, ~~social insurance number or~~ employee number, campus address, home address, e-mail address on file, ~~start date,~~ date of hire, date admitted to ~~in~~ the Bargaining Unit, dues deducted in the month, and salary and dues accumulated year to date. For each employee, a list of employing departments/administrative units, position number and classifications held in each department/administrative unit, ~~shall be provided.~~

- 7.2.1 Information provided to the Union in accordance with this Clause shall be provided in ~~writing and as well on a computer file~~ in a mutually agreed upon electronic format.
- 7.2.2 Within twenty-one (21) calendar days of written request from the President of the Union, the Executive Director of Human Resources shall provide the President of the Union with all information as required by statute.

7.2.3 The University shall make available to the Union, upon written request to the Executive Director of Human Resources and within a reasonable time thereafter, information on employees in the bargaining unit not provided for in 7.2 and 7.2.2, including available employment equity data on the representation of designated groups. It is understood that this section shall not be construed to require the University to compile the information in the form requested if such data are not already compiled in the form requested, or to supply confidential information.

ARTICLE 8. UNION AND EMPLOYER REPRESENTATIVES, COMMITTEES AND MEETINGS

8.1 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 the employees or official representatives of the University on University property provided such business shall not interfere or interrupt normal University operations.

8.2 Union Information

At the time of their appointment, the University will provide all new employees within the Bargaining Unit with a copy of an information memorandum which has been prepared by the Union and approved by the University.

8.3 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 her/his primary duties to the University.

8.4 University Facilities

The University 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.

8.5 Union Representatives

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

- (1) The name of any employee who is an Officer of the Union and her/his title;

- (2) The name of any employee who is a shop steward or Chief Steward and the area(s) of her/his jurisdiction;
- (3) 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
- (4) The name of any individual who is a Union staff representative or business agent.

8.6 **Employer Representatives**

The Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business, including all relevant employees ~~of the~~ within Human Resources Services ~~Department~~; all Employer representatives on the Labour/Management Committee; and all Deans, Directors, and Department Heads.

8.7 **Employment Supervisor and Performance Evaluator Defined**

The term "employment supervisor" whenever used in this Collective Agreement shall mean the Dean, Director, or Department Head as appropriate, or her/his designate, who is responsible for employee relations in the administrative unit of work in question.

The Employment Supervisor shall identify to the employee the Performance Evaluator for each Regular Position, with the understanding that performance evaluations are to be done on all employees with continuance/appointments.

Normally, the Performance Evaluator shall be the course instructor for employees employed in Teaching Assistant/Demonstrator/Tutor/Seminar Leader and Grader/Marker classifications, and the Department Head, Director, or Employment Supervisor for Lecturer/Instructors and for other employees whose work is not associated with a specific course (e.g. Access Program Tutors). The Performance Evaluator shall be responsible for conducting the employee's performance evaluation as provided for in Article 15 (Performance Evaluation).

8.8 **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 her/his rights under this Collective Agreement, or by reason of her/his membership or non-membership or lawful activity or lack of activity in the Union.

Where it is necessary for an employee to leave her/his work duties to perform Union duties she/he shall first receive approval from her/his employment

supervisor. Where approval is requested under this Clause it will normally be granted provided that the employment supervisor is satisfied that there will not be an unreasonable disruption of the work.

8.9 **Remuneration For Union (Employee) Representatives**

The Union when meeting with the Employer shall be entitled to have a reasonable number of employees attend as representatives of the Union. 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:

8.9.1 **GRIEVANCE MEETINGS:** In the case of grievance meetings between the Union and the Employer, which are arranged through the ~~Human Resources Department~~ appropriate Staff Relations Officer, up to two (2) representatives of the Union shall be entitled to receive their usual remuneration from the Employer.

8.9.2 **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.

8.9.3 **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.

8.9.4 **GENERAL:** In the case of general meetings between the Union and the Employer, which are arranged through the Human Resources Services Department, to discuss matters relating to the administration, application 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.

8.9.5 "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.

8.10 **Leave of Absence For Union Business**

The Employer, upon written application by the Union, will normally grant leave of absence without pay to employees elected or appointed to represent the Union at conventions, conferences, seminars, etc. provided that the employee's

employment supervisor is satisfied there will not be an unreasonable disruption of work.

Leave of absence without pay, in accordance with Article 12 (Seniority), does not count as seniority.

See also Clause 18.5.

ARTICLE 9. LABOUR /MANAGEMENT COMMITTEE

9.1 Committee

The Union and the Employer acknowledge the mutual benefit to be derived from joint consultation and therefore agree to the establishment of a Labour/Management Committee consisting of a maximum of three (3) representatives from each Party.

9.2 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 University and the Union.

9.3 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.

9.4 Meetings

The Committee shall meet as often as is mutually determined by the Parties. A representative of each Party shall be designated by each Party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee.

ARTICLE 10. BULLETIN BOARDS

10.1 The Union shall have the right of access to all official Staff Bulletin Boards for the purpose of official Union business.

10.2 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.

- 10.3 Departments shall endeavour to ensure all mail is delivered to the intended recipients.

ARTICLE 11. EMPLOYMENT FILE

- 11.1 An employment file consisting of items relating to employment shall be established and maintained for each employee in the Bargaining Unit.
- 11.2 Employment file shall mean the employee's official employment file established and maintained by the Employer's Human Resources Services Department.
- 11.3 It is the responsibility of the employee to keep ~~the~~ Human Resources Services Department and her/his employment supervisor informed of her/his current address.
- 11.4 Upon written request to ~~the~~ Human Resources Services Department an employee and, if the employee so desires, a designated representative of the Union shall have the right to inspect the contents of her/his employment file except for confidential information. If the employee so wishes, she/he may add any employment related documents to her/his employment file.
- 11.5 Access to employment files will be in accordance with applicable legislation, i.e. FIPPA and PHIA.

ARTICLE 12. SENIORITY

12.1 Definition of Seniority

Seniority is defined as length of employment within the Bargaining Unit within any given Job Security Period, i.e. Undergraduate Period, Pre-Master's Period, Master's Period and Ph.D. Period as provided for in Clause 15.9.2 of this Collective Agreement, including paid sick leave.

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. An employee's seniority shall be reported as the total number of hours an employee has worked within a Job Security Period.

That is, seniority shall begin, accrue and terminate separately for each Job Security Period and begin anew (from zero) when and if a person academically progresses from one Job Security Period to the next and secures employment within the next Job Security Period.

Leave of absence without pay shall not count as seniority.

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.

12.1.1 **N.B** See also Schedule A - Note No. 3 re: seniority to be credited for Lecturer/Instructor appointments, and Note No. 4 re: seniority to be credited for Distance Education Instructor.

12.2 **Application of Seniority**

(1) Seniority may apply to the process of hiring for vacant positions in the Bargaining Unit in accordance with Clause 15.3 and the discontinuance of positions in accordance with Clause 15.9.4.1 (8).

(2) In applying seniority, the most recent seniority list posted by ~~the~~ Human Resources Services Department shall be used to determine seniority, except as follows:

- a) Where an employee's Job Security Period has expired, in accordance with Clause 15.9.2, 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. (See also Clause 15.9.2.1 (2))
- b) Where an employee has moved to a New Job Security Period, in accordance with Clause 15.9.2, 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. (See also Clause 15.9.2.1 (3))
- c) Where it has been agreed to adjust an employee's seniority as a result of a grievance settlement, the employee's revised seniority will be used from the date of signing of the grievance settlement until the next seniority list is posted.

(3) **N.B.** The application of seniority as detailed in 12.2 (1) and 12.2 (2) are limited by the provisions of Clause 15.9.2 and may be limited by the provisions of Clause 15.9.3.

12.3 **Seniority Lists**

The Employer shall post ~~on all official Staff Bulletin Boards~~ the U of M home website two seniority lists for the Bargaining Unit per year as follows:

- (1) Seniority as at the pay period ending on or before January 15th - to be posted on or before March 1st; and
- (2) Seniority as at the pay period ending on or before April 15th - to be posted on or before June 1st;

The lists will include: name, department, academic program, first date of registration in the current academic program (i.e. commencement of Job Security Period) and accumulated seniority as at the pay period ending on or before January 15th and April 15th respectively. A copy of the lists will be sent to the Union. (See also Note No. 1).

The list shall remain open for a period of twenty (20) working days from the date of posting for corrections. An employee or the Union may have an error corrected by submitting documentation of error to ~~the~~ Human Resources-Services Department within the twenty (20) working day period. Any claim of error must relate directly to the period of time that has elapsed since the posting of the last (previous) seniority list, that is, either the period on or before April 16th to on or before January 15th or on or before January 16th to on or before April 15th as is applicable. If any corrections are made to the seniority list, a list of the corrections shall be posted within twenty (20) working days of the date of closure for corrections.

Note No. 1 Seniority lists, for general administrative purposes and the calculation of the accumulation of sick leave credit (Clause 18.2) shall also list an employee's Bargaining Unit Service.

12.4 **Loss of Seniority**

An employee within any given Job Security Period shall lose her/his seniority if:

- (1) The employee's student registration at The University of Manitoba terminates and she/he is not registered again for a period of five (5) months following termination;
- (2) The employee loses her/his student status in accordance with Clause 2.6.1 of the Collective Agreement;
- (3) The employee (student) voluntarily withdraws from her/his academic program in which case her/his seniority shall be lost at the end of the academic term from which she/he has withdrawn;
- (4) An Authorized Withdrawal, when permitted by the appropriate Faculty, shall not be considered as a Voluntary Withdrawal and shall not result in loss of seniority, subject to the other provisions of Clause 12.4;
- (5) The employee continues to be a student, but has not been employed in the

Bargaining Unit for twelve (12) consecutive months;

- (6) The employee voluntarily resigns her/his employment (declining a re-appointment in accordance with Clause 15.9(2), or transferring from one position to another in a Department with an established limitation on hours of work in accordance with Clause 15.9.3(11) does not constitute resignation);
- (7) The employee retires;
- (8) The employee is dismissed in accordance with Article 23 (Discipline and Dismissal) and is not reinstated.

12.5 **Exemption/Amendment to Clause 12.4**

Loss of seniority as per Clause 12.4(1), (5) and (6) is subject to and amended in the event an employee resigns her/his employment for any of the following reasons, in which case the employee, subject to Clause 12.5.1, may qualify to retain her/his seniority for up to eighteen (18) months following the commencement date of said election, appointment or engagement as is applicable:

- (1) The employee is either elected or appointed as a National Executive Officer of the Canadian Union of Public Employees; or
- (2) The employee is either elected or appointed as an Executive Officer of CUPE Local 3909; or
- (3) The employee is appointed as a Parliamentary Intern; or
- (4) The employee is or becomes engaged in bona fide academic research and/or academic field work.

12.5.1 In order for an employee to qualify for retention of seniority under Clause 12.5, the employee, within ten (10) calendar days of her/his resignation, must submit to the ~~Human Resources Department~~ appropriate Staff Relations Officer a written request for said retention of seniority stating the specific reason for such request along with written confirmation of her/his election, appointment or engagement as is applicable.

12.6 **Loss of Bargaining Unit Service**

Bargaining Unit Service is as defined in Clause 2.8 of the Collective Agreement.

Bargaining Unit Service shall be lost under the same conditions as seniority is lost as outlined in Clause 12.4 of the Collective Agreement.

ARTICLE 13. EMPLOYMENT EQUITY

- 13.1 The University of Manitoba and The Canadian Union of Public Employees Local 3909 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, Aboriginal peoples, persons with disabilities and visible minorities as well as to cooperate in the identification and implementation of steps (providing that none of the terms and conditions of the Collective Agreement are violated) to improve the employment status of these designated target groups by increasing their participation in all levels of employment in the C.U.P.E. Bargaining Unit, including amendments to the Collective Agreement if necessary and mutually agreed upon between the Parties.

ARTICLE 14. POSITION CLASSIFICATION, APPOINTMENTS AND SALARIES

14.1 Classification of Positions

The positions of all employees shall be classified under the classification names specified in Schedule A.

14.1.1 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.

14.1.2 Revised and New Classifications

Existing classifications may be revised and new classifications may be established during the term of this Collective Agreement. In the event of the foregoing, the Employer shall notify the Union by providing a copy of the revised or new classification specification to the Union. The Employer shall also advise the Union in writing as to the rate of pay for the new or revised classification. The Employer and the Union shall review the rate of pay for the new or revised classification if the Union so requests. If the Employer and the Union are unable to agree upon the rate of pay for the new or revised classification the matter may be referred to arbitration in accordance with Clause 24.12 of the Collective Agreement.

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

14.2 **Appointments**

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 requirements of the academic session in which the appointment takes place. 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.

Where attendance in credit or non-credit courses is required as part of the duties of a given position, such attendance shall be part of the paid duties of the position.

Where training or orientation is required as part of the duties of a given position, such training or orientation shall be part of the paid duties of the position.

N.B.: An individual'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. These should be consulted before any decision is made by the individual.

The Parties agree that such regulations and/or conditions are not grounds for the Employer to refuse or deny employment to an individual seeking employment pursuant to the terms of this Collective Agreement.

14.2.1 **Regular Appointment**

- (1) A regular appointment, subject to Clause 14.2.1 (2), shall be defined as an employment appointment to a position of one (1) or more hours per week for a period of six (6) weeks or more.
- (2) In other academic sessions (April - September), (i.e., sessions other than the regular September - April academic session), a regular Lecturer/Instructor Appointment shall be defined as an employment appointment to a Lecturer/Instructor Position of one (1) or more hours per week for the length of the course.
- (3) A regular position is required to be posted in accordance with Clause 15.1 of the Collective Agreement.

14.2.2 **Other Appointment**

Other appointments shall be defined as employment appointments to positions of other than regular appointments. Other appointments are not required to be posted.

14.3 **Determination of Hours of Work**

In determining the hours of work per day and/or per week the employment

supervisor shall take into consideration the time required to perform all of the duties including preparation time if applicable.

14.3.1 **Authorization for Excess Hours of Work**

It is recognized that it is the Employer's right to determine hours of work, however that right shall not preclude consultation between the employment supervisor and the employee, at the request of either, with respect to the hours of work of any given employment appointment during the appointment.

Where consultation is 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. During this consultation, the employee, if she/he chooses, 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.

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 Clause 22.11.

Employees are authorized to work up to and including the hours of work assigned to a position by the employment supervisor at the time of appointment to the position. All time worked in excess of the assigned hours of work must be authorized by the employee's employment supervisor.

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.

14.3.2 **Hours of Work and Overtime**

Maximum hours of work payable at straight time (1x) are forty (40) hours per week. Any and all hours worked in excess of forty (40) hours per week shall be paid for at one and one-half times (1 1/2x) the employee's normal hourly rate of pay.

Notwithstanding the foregoing, where an employee of her/his own volition, for the purpose of the marking of papers, exams, etc., chooses to combine her/his 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 (1x) rates of pay.

14.4. **Lecturer/Instructor Marking Assistance**

Assistance with marking provided to Lecturer/Instructors in the Bargaining Unit will be consistent with departmental guidelines and/or practices for academic staff within the department/administrative unit.

Where written guidelines are in place within a department/administrative unit, as opposed to unwritten practices, said guidelines will be provided to the Union, with the understanding that said guidelines are subject to change from time to time. Revisions to the guidelines will be forwarded to the Union.

Where written guidelines are in place, employees in Lecturer/Instructor positions will be provided with a copy of said guidelines prior to or during the first week of the appointment.

14.5. **Salaries**

Salaries shall be paid bi-weekly over the period of the appointment in accordance with the rates of pay contained in Schedule A. A bi-weekly pay period shall consist of fourteen (14) calendar days beginning 0.01 hours ~~Monday~~ Saturday to 24.00 hours ~~Sunday~~ Friday.

A statement of earnings and deductions shall be provided ~~with each payment~~ electronically unless otherwise requested.

14.5.1 **First Payment**

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

14.5.2 **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.

14.5.3 **Vacation Pay**

All employees shall be entitled to vacation pay equal to six (6) percent of their hourly rate of pay added to their regular pay cheques in each pay period in lieu of annual vacation with pay.

14.6 **Record of Employment**

Upon the expiration of an appointment, the Employer shall issue to the employee a Record of Employment form within five (5) working days of the date of her/his last pay.

ARTICLE 15. POSITION POSTING, SELECTION PROCEDURES, APPOINTMENT CONSULTATION, JOB SECURITY PERIODS, LIMITATION ON HOURS OF WORK, AND POSITION CONTINUANCE/DISCONTINUANCE

15.1 Position Posting – When Required and When Not Required

The Parties share the objective of maximizing opportunity of employment for University of Manitoba students. Accordingly, the Employer shall normally post Teaching Assistant/Demonstrator/Tutor/Seminar Leader and Grader/Marker classification work traditionally performed by Bargaining Unit employees (i.e. teaching, demonstrating, tutoring and/or marking) to the Bargaining Unit subject to:

- (1) Where the Employer requires that a position in the Bargaining Unit of regular appointment (as defined in 14.2.1) be filled, the Employer shall post a Position Vacancy Notice on ~~all official Staff Bulletin Boards and Department and Administrative Unit Bulletin Boards~~ the U of M home website normally for a minimum of fourteen (14) calendar days prior to the date of application closure. ~~A copy of the Position Vacancy Notice will also be posted on the University's Web Site.~~ A copy of the Position Vacancy Notice shall be sent to the Union Office.
- (2) Where the Employer requires that a position in the Bargaining Unit of "other appointment" (as defined in Clause 14.2.2) be filled or where an appointment is made to temporarily fill a position in the Bargaining Unit created as a result of the regular incumbent of the position being absent due to Sick Leave (Article 18), Maternity/Parental Leave for Adoption (Article 19) or Leave of Absence (Article 18), the Employer may do so without posting.
- (3) **N.B.** A position in the Bargaining Unit to be filled in accordance with either Clause 14.1(1) or 14.1(2) means a position which the Employer intends to be filled by a University of Manitoba student-employee.

15.1.1 Position Vacancy Notice

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

A Position Vacancy Notice may contain the following: "Preference will be given to applicants who are, or will be, within a Job Security Period at the time that the duties of the position commence."

15.1.2 **Composite Position Vacancy Notice**

Where the Employer requires that more than one (1) position of the same or similar nature be filled, the Employer may post a composite Position Vacancy Notice for same. Such notice shall provide a list of course names and numbers for the courses which may be associated with the positions. The notice shall also state that an applicant may indicate a preference for work associated with a particular course(s) on their application.

15.1.3 **Position Vacancies For One Term Only**

Where a Department's PhD program requires that a student obtain teaching experience as a program requirement, a Lecturer/Instructor position may be posted with preference given to PhD students in the Department. Clause 15.9 – Job Security - continuance rights shall not apply to such appointments. Such appointments shall be identified on the Position Vacancy Notice with the following statement:

“This is a one-term only appointment, with no continuance rights. Preference will be given to students in the Department's PhD Program who must complete the PhD program requirements.”

15.2. **Application for Vacancy**

Candidates 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.

N.B.: An individual'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. These should be consulted before any decision is made by the individual.

The Parties agree that such regulations and/or conditions are not grounds for the Employer to refuse or deny application for employment to an individual seeking employment pursuant to the terms of this Collective Agreement.

15.3. **Selection for Position Vacancy**

The Parties recognize that the Employer must select the best qualified candidate(s) for appointment to posted position vacancies from among candidates 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 are

as set out on the Position Vacancy Notice.

Where the qualifications of the candidates are relatively equal, seniority shall be the determining factor in the selection decisions.

The Employer also agrees that when selecting candidates for vacant Bargaining Unit positions, preference shall be given to qualified students who are or will be registered at the University of Manitoba in accordance with Clause 2.5 of this Collective Agreement. When selecting candidates for vacant positions, preference shall be given to applicants who are, or will be, within a Job Security Period at the time that the duties of the position commence if such preference is stated on the Position Vacancy Notice in accordance with Clause 15.1.1.

N.B. Selection for position vacancy is also subject to the provisions of Clause 16.4 "Academic Performance".

15.3.1 **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.

In addition to the foregoing, the Employer shall post a notice on ~~all official Staff Bulletin Boards~~ the U of M home website weekly 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 copy of the notice shall be sent to the Union.

15.3.2 **Reasons for Selection Decision**

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

15.4. **Unsuccessful Candidate May Grieve**

An employee who is an unsuccessful candidate for a posted position vacancy may grieve the selection decision by submitting a grievance in writing at Step Two of the grievance procedure as set forth in Clause 24.11 of this Collective Agreement.

Selection decision grievances shall be submitted to the Employer representative(s) who made the selection decision with a copy to the Union and the appropriate Staff Relations Officer in Human Resources.

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. 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 15.3.1.

15.6. Withdrawal of Offer of Appointment

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 15.3.1. and the position is withdrawn 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.

Subject to Clause 15.4, no position may be withdrawn, which has been offered to a candidate in accordance with Clause 15.3.1, in order to offer the position to another candidate.

15.7. Appointment Consultation

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

15.8. Provision of Facilities, Materials, etc.

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 her/his 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 her/his charge.

15.9. Job Security

The Employer agrees that an individual hired for a position of regular appointment in the Bargaining Unit shall, subject to continued satisfactory work and academic performance in accordance with the provisions of Article 17, remain in said position from academic year to academic year as per the Job Security Period provided for in Clause 15.9.2 unless and until:

- (1) The position is discontinued in accordance with Clause 15.9.4; or
- (2) The employee either prior to the end of the appointment term in which she/he is currently employed or when offered the position (if it is to be continued), notifies

her/his employment supervisor in writing that she/he declines re-appointment to the position in the subsequent academic term. Declining a re-appointment in accordance with this provision does not constitute resignation; or

- (3) The employee's student status is severed in accordance with Clause 2.6.1 of the Collective Agreement; or
- (4) The employee's seniority is severed in accordance with Clause 12.4 of the Collective Agreement.

15.9.1 For clarification, Clause 15.9 means that an employee hired for a position of regular appointment (subject to the provisions of Clause 15.9(1) through 15.9(4), the Job Security Period in accordance with Clause 15.9.2, and continued satisfactory performance in accordance with Article 17) has the "first right of refusal" for that same position if the position is carried on in the same session in the subsequent academic year.

"Said" or "same" position means where the same Schedule A classification and the same kind of work is carried on and the incumbent continues to be qualified to do the job. The course content with which the 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 do the job the position continues to be the "said" or "same" position.

"Same session in the subsequent academic year" means:

- (1) Regular session (September-April year N) to regular session (September-April year N+1);
- (2) Other sessions (April-September year N) to other sessions (April-September year N+1);

("Other sessions" are ~~Intersession~~, Summer Day Session and Summer Evening Session);

but not a combination of (1) & (2) unless the position is specifically established or posted as a combination of the two sessions.

15.9.2 **Job Security Period (JSP)**

Subject to all other provisions of Article 15 and the provisions of Article 17, the following shall apply:

- (1) Undergraduate Period - 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 continued) up to and including her/his 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.

- (2) Pre-master's, auditing, special, or occasional student's Period –A pre-master's, auditing, special, or occasional student who is hired for a position(s) of regular appointment shall have job security 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.
- (3) Master's Period - 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 continued) up to and including the second (2nd) consecutive year of her/his 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 her/his 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.

- (4) Ph.D. Period - A Ph.D. student who is hired for a position(s) of regular appointment shall be continued in that position(s) (if the position(s) is/are continued) up to and including the fourth (4th) consecutive year of her/his Ph.D. 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.
- (5) Notwithstanding Clauses 15.9.2(1) through 15.9.2(4), a student's Job Security Period shall end when the student has completed all requirements necessary to graduate from her/his current program of studies and the eligibility requirements for her/his graduation are completed.

At the discretion of the Department/Administrative Unit, 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). Seniority shall not accrue beyond the end of a Job Security Period. If such continuation is to occur, the employee shall be notified in writing in accordance with Clause 15.9.4 "Position Continuance/Discontinuance". Where an employee will not be re-appointed to a position of regular appointment solely because her/his Job Security Period has expired, the employee shall be sent notification of the discontinuance of her/his position as a result of being outside a Job Security Period in accordance with Clause 15.9.4 "Position Continuance/ Discontinuance". Notification shall be copied to the Union.

15.9.2.1. For the purposes of seniority and position continuance the following shall apply:

- (1) An employee shall accrue seniority and retain position continuance rights for each

separate Job Security Period provided for in Clause 15.9.2(1) through 15.9.2(4) and shall lose all seniority and position continuance rights at the end of each Job Security Period. That is, seniority and position continuance are applicable only during the duration of each Job Security Period, both terminate 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 for in Clause 15.9.2.1(4)).

- (2) 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 15.3. If the employee is appointed to a position(s) in this circumstance she/he shall not accrue any seniority as a result of the appointment(s) nor shall she/he have any continuance rights in the position(s).
- (3) 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 vacancies which will commence within the next Job Security Period, however their previous Job Security Period seniority shall be considered as nil. In this circumstance the employee shall be considered for the position in the normal fashion (as per Clause 15.3) albeit with nil seniority. If the employee is appointed to the position (of first hire in the next Job Security Period) she/he shall begin to accrue seniority in that Job Security Period from date of hire.
- (4) 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.

15.9.3. **Limitation on Hours of Work**

The purpose of the provisions of this Clause is to provide an equitable distribution of work available to employees in any given Department. Accordingly, these provisions shall be implemented fairly, reasonably and in a manner consistent with the Collective Agreement as a whole:

- (1) "Department(s)" means either department(s) or administrative unit(s) as the case may be;
- (2) A Department, at its discretion, may set a limitation on the number of hours of work per week, per employee;
- (3) A limitation shall remain in effect for the established session and the same session in subsequent academic years, unless it is changed or rescinded as provided for in

Clause 15.9.3 (13);

- (4) 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;
- (5) 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;
- (6) 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;
- (7) 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;
- (8) The hours of work may include one or more positions. In order to determine when an employee has met or exceeded the limitation on hours of work per week, the hours of work per week for a position shall be determined by the information provided on the Position Vacancy Notice or the Notice of Position Continuance;

Where a position is posted or continued showing fixed hours of work, the fixed number will be used in determining the hours of work per week per employee within the Department;

Where a position is posted or continued showing variable hours of work per week, an estimate of total expected hours of work for the position will be included in the Position Vacancy Notice or Notice of Position Continuance. The average hours of work per week for such positions (i.e. total expected hours of the position divided by the total number of weeks of the position) will be used in determining the hours of work per week per employee within the Department;

- (9) 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;
- (10) Where a Department has invoked a limitation on the hours of work, an applicant may apply for and 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 Clause 15.9.3(11);
- (11) Where a Department has invoked a limitation on the hours of work and an employee applies for a position vacancy where appointment to that position would place her/him beyond the limitation on hours, the following will apply:

- a) If there are no other qualified applicants (as per Clause 15.3) 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 15.3) and allow the said applicant to exceed the limitation on hours of work, or;
 - b) Where an employee is the most qualified applicant (as per Clause 15.3) 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 12.4 (6);
- (12) Where an employee is not re-appointed to a portion of her/his appointments as a result of the establishment of a limitation of hours of work as described herein, she/he shall be re-appointed to positions in the order of most valuable to least valuable appointment(s), as determined by the gross monetary value of the position, (normally an Instructorship before a Teaching Assistantship; a Teaching Assistantship before a Grader/ Markership; a Level Two (2) position before a Level One (1) position; and a two-term appointment before a one-term appointment) or as otherwise mutually agreed between employee and Department;
- (13) Any Departmental limitation on hours of work shall be established as follows: For the regular session (September-April), 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. For other sessions (April-September), no later than March 1st of a given year to be effective April 1st until August 31st of that same year. Notice of a limitation on hours of work will be sent prior to, or concurrently with, Notice of Position Continuance and Discontinuance. Written notice to establish or change or rescind any such limitation shall be provided by the Department to the employees of the Department and the appropriate Staff Relations Officer ~~Human Resources Department~~. The Staff Relations Officer ~~Human Resources Department~~ shall in turn notify the Union in writing. The notice shall identify the Department in question, the limitation being invoked, the effective date and expiry date of the establishment of any limitation, or any change in the limitation, or the cessation of the limitation, and confirmation that all employees of the Department, who shall be listed thereon, have been notified in writing of same;
- (14) The provisions of Clause 15.9.3 (Limitation on Hours of Work) shall take precedence over the provision of Clause 15.9.2 (Job Security Period) only for those appointments which place the employee in excess of the Departmental limit on hours of work.

15.9.4. **Position Continuance/Discontinuance**

The Employer may continue or discontinue Bargaining Unit positions, subject however to the following:

- (1) No position shall be discontinued in order to offer the position to another employee covered by this Collective Agreement except as provided for by Article 15.9.2.1 (1) (Expiration of a Job Security Period) and Article 15.9.3 (12) (Non-Reappointment Due to a Limitation on Hours of Work); and
- (2) The Employer retains the right to discontinue a Lecturer/Instructor position at the end of a session for the purpose of reassigning the work associated therewith during the next session to a full time academic staff member, or to a full time sessional academic, or to a better qualified recent Ph.D. graduate, or to a qualified outside specialist with expertise in the course content area, where such a re-assignment of the work is in the best interests of the academic program of the Department.

The Employer retains the right to discontinue a Teaching Assistant/Lab Demonstrator/Tutor/Seminar Leader or Grader/ Marker position at the end of a session for the purpose of re-assigning the work associated therewith during the next session to the instructor of the course with which the position is associated.

- (3) Where an employee is discontinued from a position of regular appointment and the employee is within a Job Security Period, and:
 - (a) An alternative position is or becomes available in the same Department/Administrative Unit as the discontinued position;
 - (b) The alternative position provides the same or similar expected hours of work as the position from which she/he was discontinued;
 - (c) The alternative position is or becomes available in the same session (Regular or Other) in the subsequent academic year;
 - (d) The alternative position has the same classification and level as the discontinued position;
 - (e) The employee is qualified for the alternative position;
 - (f) The Employer intends to fill the alternative position with a University of Manitoba student-employee; she/he shall first be offered the alternative position in lieu of the position from which she/he was discontinued before the position is otherwise filled.

The Employer shall send to the Union, no later than June 15 for positions in the Regular Academic Session and no later than March 16 for positions in Other Academic Sessions, a list of employees eligible for alternative positions pursuant

to Clause 15.9.4(3). The list shall provide the following information: all discontinued employees names, their department of employment, and their discontinued job classification and level.

- 15.9.4.1. Where a position of regular appointment is to be either continued or discontinued for the same session in the subsequent academic year, the employment supervisor shall confirm either the continuance or the discontinuance of the position as is applicable to the incumbent employee as follows:
- (1) Regular Academic Session (September-April) - for positions which fall within the regular session - no later than ~~May 31~~; June 15; but normally the date will be four (4) weeks after the operating budget is approved by the Board of Governors.
 - (2) Other Academic Sessions (as defined in Clause 15.9.1(2)) - for positions which fall within an academic session other than the regular session - no later than ~~March~~ February 1;
 - (3) For each regular appointment held, an employee shall receive notice of either:
 - (a) Position Continuance, or
 - (b) Position Discontinuance, or
 - (c) Position Discontinuance as a result of being outside of a Job Security Period (Clause 15.9.2) in accordance with the provisions of this Article.
 - (4) Notices of position continuance will contain the following information:
 - (a) Employee Group, Faculty/Administrative Unit, Department/Program, Classification;
 - (b) To the extent that it is known by the Department/Program at the time, information on: start date, end date, course number, employment supervisor, performance evaluator, expected hours of work per week, expected weeks of work, and expected total hours of appointment.
 - (5) For information purposes, a sample letter of continuance in a format which will provide the above required information, along with sample letters of Position Discontinuance, are set forth under the section of this Collective Agreement booklet titled "For Information Only";
 - (6) Where an employee has not been sent timely notice in accordance with this Article, she/he shall be deemed to be continued in her/his position(s) of regular appointment for the same session in the subsequent academic year; Notification shall be sent to the Union.
 - (7) Notwithstanding anything contained in Clauses 15.9.4 (1) and 15.9.4 (2) the

Employer may withdraw the offer of a continuance of a position(s) if the course or section(s) of the course with which the position is associated will not be offered;

Where an offer of continuance has been withdrawn, the employee will be eligible for alternative positions in the same manner as employees discontinued from regular appointments as outlined in Clause 15.9.4(3);

For Lecturer/Instructor Positions, where no alternative position is available, the provisions of Article 15 - Cancellation of Lecturer/Instructor Appointments – will apply;

- (8) Where more than one employee holds the same or similar position in a given course, and where a fraction of such same or similar positions are to be discontinued, and where qualifications and performance (performance - as determined in accordance with Article 17) are relatively equal, the positions shall be discontinued in reverse order of seniority of the employees who hold them;
- (9) Employees shall be responsible for keeping their department of employment notified of their addresses; Where an employee's location is such that she/he cannot be reached or cannot be reached in a timely fashion (for example, fieldwork in Rankin Inlet), arrangements shall be dealt with on an individual basis in consultation with the Union in such a way as to safeguard the employee's opportunities for Bargaining Unit employment;
- (10) A copy of the notice of position continuance/discontinuance shall be forwarded simultaneously to the Human Resources Services Department, ~~which will within fifteen (15) calendar days of issuance of the notice forward a copy to~~ and the Union;
- (11) An employee who has been sent a notice of position continuance by a Department shall be required to reply in writing to the Department indicating whether or not she/he will accept the employment offered:
 - (a) ~~By June 15~~ Normally one (1) month after letter issued or no later than June 30 for positions in the Regular Academic Session, as defined in Clause 15.9.1(1); and
 - (b) ~~By March~~ February 16 for positions in Other Academic Sessions, as defined in Clause 15.9.1(2), unless otherwise specified in the notice of position continuance as a longer period.

If no response to the notice is received from the employee by the Department by the expiry of the period of time within which she/he is required to reply, the offer of employment shall be deemed to be rejected

by the employee;

- (12) Departments/Administrative Units shall send to the Human Resources Services Department and the Union a list of employees who to their knowledge are not eligible for re-appointment to a Bargaining Unit position because the employee has graduated or has otherwise severed her/his student status in accordance with Clause 2.6.1.

Departments/Administrative Units shall also send a list of the employees who were issued notice(s) of position continuance, indicating the response received from the employee accepting or rejecting the position(s).

The information will be provided as soon as possible after the deadline for reply stated in Clause 15.9.4.1(11), but no later than September 1 for the Regular Academic Session or April 15 for Other Academic Sessions;

~~The information will be provided as soon as possible after the deadline for reply stated in Clause 15.9.4.1(11), but no later than September 1 for the Regular Academic Session or April 15 for Other Academic Sessions;~~

- (13) Where a position has been discontinued but is subsequently reinstated for the same session in the subsequent academic year, and the Employer intends to staff the position with a student-employee the position shall first be offered to the previous incumbent of the position before the position is otherwise filled;
- (14) See also Clauses 15.9, 15.9.1 (Job Security), 15.9.2 (Job Security Period), 15.9.3 (Limitation on Hours of Work) and Article 17 (Performance Evaluation/ Unsatisfactory Performance/ Academic Performance).

ARTICLE 16. CANCELLATION OF LECTURER/INSTRUCTOR APPOINTMENTS

16.1 Courses Other than ~~Interession~~, Summer Session and Distance Education

16.1.1 Where a dean, department head or administrative equivalent cancels a course other than ~~an Interession~~, Summer Session or Distance Education course which an employee in a Lecturer/Instructor appointment has been appointed to teach, ~~and no alternate position becomes available in the same Department~~, 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 ~~\$250.00~~ \$275.00;
- (ii) if the cancellation occurs within seven (7) calendar days of the first scheduled class, cancellation fee of ~~\$500.00~~ \$525.00; and

- (iii) if the cancellation occurs on or after the first scheduled class, a cancellation fee of ~~\$750.00~~ \$775.00.
- 16.1.2 No cancellation fee shall be paid for cancellations more than twenty-one (21) calendar days in advance of the first scheduled class.
- 16.2 **~~Intersession and~~ Summer Session Courses**
- 16.2.1 Where a dean, department head or administrative equivalent cancels ~~an Intersession or a~~ Summer Session course which an employee in a Lecturer/Instructor appointment has been appointed to teach, ~~and no alternate position becomes available in the same Department,~~ 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 ~~\$500.00~~ \$525.00; and
 - if the cancellation occurs on or after the first scheduled class, a cancellation fee of
 - (ii) ~~\$750.00~~ \$775.00.
- 16.2.2 No cancellation fee shall be paid for cancellations more than seven (7) calendar days in advance of the first scheduled class.
- 16.3 **Distance Education Courses**
- 16.3.1 Where a dean, department head or administrative equivalent cancels a Distance Education course which an employee in a Lecturer/Instructor appointment has been appointed to teach and no alternate position becomes available in the same Department, 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 ~~\$250.00~~ \$275.00; and
 - (ii) if the cancellation occurs on or after the commencement of the course, a cancellation fee of ~~\$500.00~~ \$525.00.
- 16.3.2 No cancellation fee shall be paid for cancellations more than five (5) calendar days in advance of the commencement of the course.
- 16.4 The cancellation fee will not be paid if the employee is offered an appointment to teach an alternate course in the same term with an equivalent credit hours. An employee shall receive a pro-rated cancellation fee if offered an alternate course with lower credit hours.

ARTICLE 17. PERFORMANCE EVALUATION

17.1 Purpose

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

- (1) To assess the employee's performance and to thereby assist the employee in developing and improving her/his skills; and
- (2) To insure a standard of acceptable employee performance.

17.2 Ongoing Evaluation

An employee's ongoing work performance shall be evaluated at least once per appointment for each regular appointment the employee holds. The performance evaluation shall be conducted by the employee's Performance Evaluator. The Employment Supervisor shall identify the Performance Evaluator to the employee, in writing, prior to any performance evaluation.

Where the performance evaluation involves evaluation of teaching or supervision of students in the class room or laboratory the employee shall be given a minimum of ~~one~~ ~~(1)~~ two (2) calendar day's notice of the performance evaluation. ~~At either the request of the employee prior to the performance evaluation or the discretion of the Performance Evaluator a~~ A written report on the employee's performance evaluation shall be prepared by the Performance Evaluator with a copy provided to the employee within thirty (30) calendar days of the performance evaluation.

Following the completion of an employee's performance evaluation ~~(either written or oral)~~ by her/his Performance Evaluator the performance evaluation shall be discussed between the employee and her/his Performance Evaluator.

If difficulties are encountered in completing the evaluation, then either the employee or the Employment Supervisor may request that ~~the~~ the Human Resources Department Services assist the parties in completing an evaluation that is fair, reasonable and accurate. ~~Where an employee's performance evaluation is in writing~~ The employee shall be provided with a copy of the written performance evaluation prior to the employee-Performance Evaluator performance evaluation discussion. The employee shall sign the written performance evaluation to acknowledge that said discussion took place. The employee may add her/his written comments to the performance evaluation if she/he so wishes. The employee's written comments shall be attached to the performance evaluation. A written performance evaluation including the employee's written comments, if any, shall be included in the employee's employment file. An employee may request an additional performance evaluation(s); however whether or not the request(s) is complied with shall be at the discretion of the Employment Supervisor.

For information purposes, sample performance evaluation forms (which may be used in whole or in part at the discretion of the Performance Evaluator) are set forth under the section of this Collective Agreement booklet titled "For Information Only".

17.3 **Unsatisfactory Performance**

Where the employment supervisor finds an employee's work performance to be unsatisfactory the employee may be disciplined in accordance with Article 23 (Discipline And Dismissal) of the Collective Agreement.

17.4 **Academic Performance**

It is the intent of both the Employer and the Union, in recognition of the unique nature of this Bargaining Unit (i.e. to be an employee covered by this Collective Agreement a person must be a student of The University of Manitoba) that all employees maintain a level of academic performance that is in accordance with applicable University of Manitoba academic standards.

Where a candidate/employee fails to maintain satisfactory academic performance, in accordance with applicable University standards as provided for in The University of Manitoba General Calendar, in courses that are demonstrably applicable to her/his position, such shall be sufficient cause to not offer an employment appointment in

accordance with Clause 15.3, or a re-appointment/continuation of employment in accordance with Clause 15.9 or Clause 15.9.4.

ARTICLE 18. SICK LEAVE

18.1 **Definition of Sick Leave**

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.

18.1.1 Absence for medical or dental appointments shall not be considered as sick leave.

18.2 **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.

18.3 **Sick Leave – How Payable**

Sick leave is payable on the basis of an employee's regular hourly rate of pay for the employee's normal hours of work per day and normal days of work per week which the employee would have otherwise normally worked during the period of sickness.

18.4 **Notification of Employer When Sick**

An employee who is unable to attend work due to illness or injury shall notify her/his employment supervisor or Department, or see that her/his employment supervisor or Department is notified, as soon as possible on the day the employee is unable to attend work. If the employment supervisor or the Department cannot be reached, then the Human Resources Department shall be notified. If the sick leave is of some duration, the employee shall keep in regular contact with her/his employment supervisor.

Absence from employment due to sickness without notification of the employment supervisor, Department, or Human Resources Department shall be considered as unauthorized leave and consequently without pay unless the employee proves that notification was not possible.

18.5 **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. Employees 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.

18.6 **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 appointed by the Employer. 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 she/he has 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.

18.7 **Failure to Furnish Medical Certificate or Authorize Release**

If the employee fails to furnish a medical certificate when requested under Clause 18.5 or in the event the employee does not authorize the required releases under Clause 18.6, her/his absence from work may be considered as unauthorized and consequently without pay.

18.8 **MPI Wage Loss Replacement Benefits**

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.

An employee who qualifies for wage loss replacement benefits from MPI shall continue to receive their normal sick leave benefits as per clauses 18.2 and 18.3, 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.

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.

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

ARTICLE 19. MATERNITY LEAVE AND PARENTAL LEAVE FOR ADOPTION

19.1 Maternity Leave

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

- (1) Have completed sixty-five (65) hours of employment with the Employer;
- (2) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (3) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

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

- (1) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 19.1(3);
- (2) 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 19.1(3) and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;
- (3) 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.

19.1.2 An employee who applies for Maternity Leave may also apply for Maternity Leave Benefits through ~~the Employment Insurance Commission~~ Human Resources and Skills Development Canada.

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

An employee who has been granted a 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.

19.1.4 An employee who wishes to resume her employment on the expiration of leave granted, or prior to the expiration of the leave if two weeks notice is given, shall be reinstated by the Employer in the position occupied by her 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.

19.2 **Parental Leave**

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

- (1) Have completed sixty-five (65) hours of employment with the Employer;
- (2) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her/him in the application as the day on which she/he intends to commence such leave;
- (3) Become the parent of his/her newborn or newly adopted child.

19.2.1 An employee who qualifies is entitled to and shall be granted Parental Leave without pay consisting of a period not exceeding thirty-seven (37) weeks taken in one consecutive period.

19.2.2 An employee who applies for Parental Leave may also apply for Parental Leave Benefits through the ~~Employment Insurance Commission~~ Human Resources and Skills Development Canada.

19.2.3 An employee who wishes to resume her/his employment on the expiration of leave granted, or prior to the expiration of the leave if two weeks notice is given, shall be reinstated by the Employer in the position occupied by her/him 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.

ARTICLE 20. LEAVE OF ABSENCE

20.1 General Leave

If circumstances permit the Employer shall grant 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.

20.2 Witness/Jury Duty

An employee subpoenaed as a witness or called for jury duty shall be paid at her/his regular hourly rate of pay for her/his normal hours of work per day and normal days of work per week which she/he 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 she/he is not required to attend the court proceedings.

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

20.3 Unscheduled Family Care

An employee shall be allowed up to one (1) working day per calendar year, calculated on the basis of the employee's regular hourly rate of pay for the employee's normal hours of work per day for time normally worked, to make appropriate arrangements for continuing care and supervision or care for a member of her/his immediate family during a serious illness.

For the purposes of this provision, the term "the employee's immediate family" means the employee's parent, spouse, child or other dependent relative residing in the same household as the employee.

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 as defined in the Employment Standards Code of Manitoba. 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.

20.4 Bereavement Leave

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.

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.

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.

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 compassionate leave.

20.5 **Compassionate Care Leave**

An employee shall receive compassionate care leave without pay of up to eight (8) weeks to provide care or support to a seriously ill family member subject to the following conditions:

- (a) **Eligibility:** The employee must have worked for the University for at least thirty (30) days prior to the intended date of leave, unless otherwise agreed to by the Employer.
- (b) **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;

A family member for the purposes of this Clause shall be defined as:

- (1) the employee's spouse or common-law partner (including same sex partner);
- (2) the employee's child or the child of his/her spouse or common-law partner;
- (3) the employee's parent or the spouse or the common-law partner of the employee's parent;
- ~~(4) any other person who is a member of a class of persons described in the Employment Standards Code Regulations.~~
- (4) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild, or grandparent of the employee or of the employee's spouse or common-law partner;

- (5) a parent of the employee's common-law partner;
 - (7) a current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (8) the spouse or common-law partner of a person mentioned in any of Clause (1) to (3) ~~(4)~~
 - (9) 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 *Employment Standards Code Regulations*.
- (c) **Notice:** The employee must apply in writing two (2) weeks prior to taking the leave, unless circumstances necessitate a shorter period.
- (d) **Leave:** The employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (e) **Return:** The employee may end their compassionate leave early by giving the Employer forty-eight (48) hours notice;
- (f) At the end of an employee's leave under this Clause, the Employer shall 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.

20.6 **Union Business**

The Employer, upon written application by the Union, will normally grant leave of absence without pay to employees elected or appointed to represent the Union at conventions, conferences, seminars, etc. provided that the employee's employment supervisor is satisfied there will not be an unreasonable disruption of work.

Leave of absence without pay in accordance with Article 12 (Seniority), does not count as seniority.

See also Clause 8.6.

ARTICLE 21. EMPLOYEE RESIGNATION AND ABSENCE WITHOUT AUTHORIZATION

21.1 **Employee Resignation**

An employee when resigning her/his employment with the Employer shall provide in writing to her/his employment supervisor a minimum of ten (10) calendar days notice of

her/his intention to resign.

21.1.1 Declining a re-appointment in accordance with Clause 15.9(2) of the Collective Agreement does not constitute resignation.

21.2 **Employee Resignation and Employees With More Than One Position**

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 12.4(6).

An employee when leaving a single Grader/Marker or Teaching Assistant/Demonstrator/Tutor/Seminar Leader position with the Employer shall provide in writing to her/his employment supervisor a minimum of ten (10) calendar days notice of her/his intention to leave the position.

21.2.1 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 12.4(6).

21.3 **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 her/his employment without notice unless it can be established by the employee that a request for authorization was not possible due to circumstances beyond her/his control.

ARTICLE 22. SAFETY AND HEALTH

22.1 **Provision For Safety And Health**

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

22.2 **Safety Equipment**

Employees working in any unsanitary or dangerous job shall be required to use the necessary safety equipment and/or protective clothing.

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

22.3 **Unsafe Work**

No employee shall be disciplined for exercising her/his rights under Section 43 of "The

Workplace Safety And Health Act” of Manitoba.

22.4 **Safety Committees**

The Union shall have the right to participate in The University of Manitoba ~~Workplace Health and Safety Advisory Committee~~ central Organizational Safety and Health Advisory (OSHA) Committee. The Union shall also have membership in Local Area Safety Committees in accordance with the Manitoba Workplace Safety and Health Act.~~“The Workplace Safety And Health Act” of Manitoba.~~

ARTICLE 23. DISCIPLINE AND DISMISSAL

23.1 The Employer accepts the concept of progressive discipline. Accordingly employees shall not be disciplined, except as provided for in Clause 23.3, without observance of the following steps:

(1) **Verbal Oral Warning**

The employment supervisor shall meet with the employee for the purpose of discussing and resolving the problem. The employee shall be notified that the discussion is an Verbal Oral Warning in accordance with this clause of the Collective Agreement. At the meeting the employee has the right to have a representative of the union present. For purposes of clarity the content of an Verbal Oral Warning may be summarized in writing by the Employer to the employee. An Verbal Oral Warning shall expire after six (6) calendar months from the date of its issuance unless further disciplinary action has been taken during that period of time.

(2) **Letter of Warning**

If the problem is not resolved then a Letter of Warning specifying the area(s) of concern, the remedial action expected, and a reasonable length of time in which to take the remedial action specified may be given to the employee. The employment supervisor shall meet with the employee to review the content of the Letter. At this meeting the employee has the right to have a representative of the Union present. A copy of the Letter of Warning is to be sent to the ~~Human Resources Department~~ appropriate Staff Relations Officer, which upon receipt will notify the Union in writing of the Letter.

If no further action is taken on the Letter of Warning, it shall be removed from the employee's file when the length of time specified for the employee to take remedial action has expired, and the employee shall be so notified in writing. A copy of the notification is to be sent to the ~~Human Resources Department~~ appropriate Staff Relations Officer, which will in turn notify the Union in writing that the Letter of Warning has been removed from the employee's file.

(3) **Dismissal**

If after receiving a Letter of Warning the employee fails to show a significant improvement within the time allowed the employee may be dismissed. Any dismissal shall be confirmed in writing to the employee. A copy of the Letter of Dismissal is to be sent to the ~~Human Resources Department~~ appropriate Staff Relations Officer, which will in turn notify the Union in writing of the dismissal.

23.2 **Records of Discipline to be Removed**

Where no further disciplinary action has been taken for six (6) calendar months against an employee who has been disciplined or issued a warning of discipline, all records or warning of discipline shall be removed from the employee's employment file.

23.3 **Unacceptable Behaviour**

Notice or warning need not be given in cases of suspension or dismissal resulting from cases of severe problems such as violent behaviour, insubordination, theft or sexual harassment.

23.4 **Grievances of Discipline**

If an employee wishes to grieve any Oral Warning, the grievance shall be initiated at Step ~~Three~~ One. The grievance shall be presented to the Employer within ten (10) working days of the action taken.

If the employee wishes to grieve any Letter of Warning or dismissal, the grievance shall be initiated at Step ~~Three~~ One. The grievance shall be presented to the Employer within ten (10) working days of the Union being notified of the action taken.

23.5 **Just Cause**

The Employer shall not discipline or dismiss any employee except for just cause.

ARTICLE 24. GRIEVANCE PROCEDURE AND ARBITRATION

24.1 **Grievance**

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

24.2 **Grievor**

Grievor shall be defined as the Party (Employer or Union) or employee(s) who initiates a grievance.

24.3 **Union Rights**

The Employer acknowledges the rights and duties of the Union Officers and designates to assist employees in preparing and presenting a grievance. The Union may form a Grievance Committee for this purpose.

24.4 **Written Grievance**

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

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 dates of any alleged violation, the number(s) of any Article(s)/Clause(s) of the Collective Agreement alleged to have been violated, the remedy sought and the signature of the grievor.

An "employee grievance" (Clause 24.10) shall require the signature of both the employee(s) and the ~~Chief Steward of the Union~~ Representative or her/his designate.

24.5 **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.

24.6 **Working Day**

For the purposes of this Article, working day shall be defined as any of the days in the interval from Monday to Friday not designated as a holiday.

24.7 **Step Bypassing**

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

24.8 **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 Business Office of the Union within ten (10) working days from the date of the occurrence of the circumstance giving rise to the grievance. The Union shall have ten (10) working days from date of receipt of the grievance in which to reply in writing to the Employer. If the reply provided by the Union does not resolve the grievance and the Employer wishes to proceed with the grievance, then within ten (10) working days of receipt of the Union's reply, the grievance shall be referred to arbitration in accordance with the provisions of Clause 24.12.

24.9 **Union Grievance**

A Union grievance shall be defined as a grievance initiated by the Union. A Union grievance shall be set forth in writing and commence at either Step Two or Step Three of the grievance procedure as outlined in Clause 24.11 as may be appropriate.

24.10 **Employee Grievance**

An employee grievance shall be defined as a grievance initiated by an employee or group of employees. An employee grievance shall be processed in accordance with the grievance procedure as outlined in Clause 24.11.

24.11 **Grievance Procedure**

Step One:

If an employee(s) has a grievance, the grievance shall be set forth in writing in accordance with Clause 24.4 and within twenty (20) working days of the occurrence giving rise to the grievance be delivered by the employee(s) to the appropriate Department Head with a copy to the Union and the appropriate Staff Relations Officer in Human Resources. The Department Head or her/his designate upon receipt of the grievance shall consult with her/his Dean/Director or her/his designate and the Staff Relations Officer prior to replying to the grievance. The Department Head or her/his designate shall have ten (10) working days from the date of receipt of the grievance to reply in writing to the employee(s) with a copy to the Union and the Staff Relations Officer. (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 Union and the Staff Relations Officer. The Dean/Director or her/his designate upon receipt of the grievance shall consult with the prior to replying to the grievance.

Upon mutual agreement between the Union and the Employer, a meeting between the parties shall be scheduled within ten (10) working days from the date of receipt of the grievance.

The Dean/Director or her/his 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 employee(s) with a copy to the Union and 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, then within ten (10) working days of the Step Two reply the grievance shall be referred to the Vice-President (Administration) with a copy of the referral notice to the Union and the Staff Relations Officer.

The Vice-President (Administration) or her/his designate, within ten (10) working days of receipt of the grievance, shall convene a meeting between the employee(s), the Union and the appropriate Employer representatives to discuss the grievance. The Vice-President (Administration) or her/his designate shall have ten (10) working days from the date of the meeting in which to reply in writing to the employee(s) with a copy to the Union and the Staff Relations Officer.

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 ten (10) working days of the Step Three reply the grievance shall be referred to arbitration in accordance with the provisions as outlined in Clause 24.12.

24.12 Arbitration

When, pursuant to Clauses 24.8 or 24.11 of the Collective Agreement, either Party requests that any matter be submitted to arbitration, the Parties agree to the use of a single person arbitration board. The following persons shall be called upon in rotation commencing with the first person on the list, who shall then serve at the first arbitration.

Thereafter for each successive arbitration the person on the list immediately following the last person to have served as arbitrator shall then be called upon to serve. In the event the person requested to serve as arbitrator is unavailable, the next person on the list shall be requested to serve.

1. Arne Peltz
c/o Orle Davidson Giesbrecht Bargaen LLP
280 Stradbrook Avenue
Winnipeg, MB R3L 0J6
(Telephone: 989-2760)

2. Michael Werier
c/o D'Arcy & Deacon LLP
2200 – One Lombard Place
Winnipeg, MB R3B 0X7
(Telephone: 975-2558)

3. Gavin Wood
3 – 430 River Avenue
Winnipeg, MB R3L 0L6
(Telephone: 947-1830)

~~3. Lori Spivak
c/o Aikins MacAulay & Thorvaldson
Barristers & Solicitors
30th Floor – 360 Main Street
Winnipeg, MB R3C 4G1
(Telephone: 957-4649)~~

- 24.12.1 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 24.12.2 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 Clauses 24.5 and 24.7.
- 24.12.3 No grievance shall be subject to arbitration which involves:
- (1) Any request for modification of the Collective Agreement;
 - (2) Any matter not covered by the Collective Agreement;
 - (3) Any matter which by the terms of the Collective Agreement is exclusively vested in the Employer.
- 24.12.4 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.
- 24.12.5 The decision of the Arbitrator shall be final and binding on the employee, the Union and the Employer.
- 24.12.6 Each of the Parties hereto will jointly bear the expense of the Arbitrator so appointed.

ARTICLE 25. COLLECTIVE AGREEMENT DISTRIBUTION AND PRINTING

25.1 Distribution of Collective Agreement

It is the objective of the Parties to this Collective Agreement to communicate the terms, conditions and intent of the Collective Agreement to all concerned. In order to best achieve this objective it is agreed that:

- (1) The Union will be responsible for supplying copies of the Collective Agreement to its members; and that
- (2) The Employer will supply copies of the Collective Agreement to management personnel; and that
- (3) The Union will supply a copy of any new Collective Agreement to all employees.

25.2 **Printing of Collective Agreement**

It is agreed that the Employer and the Union will co-operate on the preparing and printing/copying of the Collective Agreement and will be responsible for the costs of their respective copies.

- 25.3 The Employer shall provide the Union with two (2) copies of the Collective Agreement in a mutually agreed upon format.

ARTICLE 26. EMPLOYEE ASSISTANCE PROGRAM

26.1 **UM EAP Coverage**

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

26.2 **UM EAP Advisory Committee**

The Union shall be entitled to name one (1) representative to the UM EAP Advisory Committee. Said representative shall sit on behalf of both Units of CUPE Local 3909 (i.e., said representative will represent both Unit 1 (CUPE – TA Unit) and Unit 2 (CUPE – Sessional Unit)

ARTICLE 27. DURATION, SETTLEMENT PAY, TERMINATION AND RENEWAL OF COLLECTIVE AGREEMENT

27.1 **Duration**

This Collective Agreement shall be in effect from the 1st day of September, 2010 and shall continue in force until the 31st day of August, 2014.

27.2 **Schedule A 2010 – 2014**

For the period September 1, 2010 to August 31, 2014, all Classifications and Wage Rates shall be as shown in Schedule A.

27.3 **Termination**

This Collective Agreement shall terminate at the end of the calendar day on the 31st day

of August, 2014.

27.4 Renewal

If either Party to this Collective Agreement should desire to renew and/or revise this Collective Agreement, then not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the expiry date established in Clause 27.3, such Party shall give written notice thereof to the other, together with particulars relating thereto.

27.5 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 27.4 but a new Collective Agreement is not concluded between the Parties by the termination date of this Collective Agreement, August 31, 2014, 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 1, 2014 and ending August 31, 2015 elapses.

**ADDENDUM TO THE
SEPTEMBER 1, 2010 TO AUGUST 31, 2014
(2010 - 2014) COLLECTIVE AGREEMENT
BETWEEN:
THE UNIVERSITY OF MANITOBA (UM)
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES**

LOCAL 3909 (CUPE 3909) Unit 1

1. Schedule A - Classifications and Wage Rates – 2012/2013

Effective September 1, 2012, Schedule A wage rates shall be increased 2.9% from the September 1, 2012 to August 31, 2013 wage rates as set for the Schedule A - Classifications and Wage Rates of the Collective Agreement.

2. Schedule A - Classifications and Wage Rates – 2013/2014

Effective September 1, 2013, Schedule A wage rates shall be increased 2.9% from the September 1, 2013 to August 31, 2014 wage rates as set for the Schedule A - Classifications and Wage Rates of the Collective Agreement.

CUPE 3909 (Teaching Assistants)
SCHEDULE A – CLASSIFICATIONS AND WAGE RATES

Effective September 1, 2010 – August 31, 2012

<u>CLASSIFICATION</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
Grader/Marker	\$12.97/hr	\$14.26/hr
Teach Assistant / Demonstrator / Tutor / Seminar Leader	\$17.57/hr	\$19.32/hr
Lecturer / Instructor	See Note No. 3	
Distance Education Instructor	See Note No. 4	

Note No. 1 – Level:

The rate of pay for any given position is based on the posted classification and level of the position (see Clause 15.1.1) and not any given student's / Employee's academic credentials.

Level 1 rates of pay are applicable where an Undergraduate Degree is not a job requirement.

Level 2 rates of pay are applicable where a minimum of an Undergraduate Degree or equivalent is a job requirement.

Note No. 2 – Vacation Pay:

Add 6% to the foregoing hourly rates of pay for Vacation Pay in accordance with Clause 14.5.3 of the Collective Agreement.

Note No. 3 – Lecturer / Instructor:

The course and hourly rates of pay and other conditions which apply to the Lecturer / Instructor classification are as follows:

1) Regular Session – six (6) hour credit course

Level 1 - \$8,020.32 minimum course rate * / \$23.87 minimum hourly rate

Level 2 - \$8,746.08 minimum course rate * / \$26.03 minimum hourly rate

*Course rate is based on 336 hours of work. Seniority to be credited is 336 hours.

2) Regular Session – three (3) hour credit course

Level 1 - \$4,010.16 minimum course rate * / \$23.87 minimum hourly rate

Level 2 - \$4,373.04 minimum course rate * / \$26.03 minimum hourly rate

*Course rate is based on 168 hours of work. Seniority to be credited is 168 hours.

3) (a) Summer Day Session, Summer Evening Session (2011) – six (6) hour credit course

Level 1 - \$6,993.91 minimum course rate * / \$23.87 minimum hourly rate

Level 2 - \$7,626.79 minimum course rate * / \$26.03 minimum hourly rate
*Course rate is based on 293 hours of work. Seniority to be credited is 336 hours.

(b) Summer Day Session, Summer Evening Session (2012) – six (6) hour credit course

Level 1 - \$8,020.32 minimum course rate * / \$23.87 minimum hourly rate

Level 2 - \$8,746.08 minimum course rate * / \$26.03 minimum hourly rate
*Course rate is based on 336 hours of work. Seniority to be credited is 336 hours.

4) (a) Summer Day Session, Summer Evening Session (2011) – three (3) hour credit course

Level 1 - \$3,496.96 minimum course rate * / \$23.87 minimum hourly rate

Level 2 - \$3,813.40 minimum course rate * / \$26.03 minimum hourly rate
*Course rate is based on 146.5 hours of work. Seniority to be credited is 168 hours.

(b) Summer Day Session, Summer Evening Session (2012) – three (3) hour credit course

Level 1 - \$4,010.16 minimum course rate * / \$23.87 minimum hourly rate

Level 2 - \$4,373.04 minimum course rate * / \$26.03 minimum hourly rate
*Course rate is based on 168 hours of work. Seniority to be credited is 168 hours.

5) Positions associate with courses having credit hours other than the foregoing shall be paid in accordance with the hourly rates of Level 1 - \$23.87 per hour or Level 2 - \$26.03 per hour as is applicable with a minimum number of total hours of work pro-rated on the basis of 56 hours of work per course credit hour for courses in the regular session and 56 hours of work per course credit hour for courses in other sessions except 48.8 hours of work per course credit hour for courses in all other sessions in 2011.

*Seniority to be credited is 56 hours per course credit hour.

6) The course rate of pay represents total payment for all work required of a Lecturer / Instructor including preparation time, classroom contact time, follow-up of grade appeals and all other time required.

7) Both the course rate and hourly rate of pay are inclusive of vacation pay and all other pay associated with the course / position.

8) The course rate of pay shall be paid in equal bi-weekly installments over the duration of the employment appointment.

9) For purposes of seniority only the number of seniority hours indicated shall apply.

10) 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 – also see Clause 14.3.2.

Note No. 4 – Distance Education Instructor

The rates of pay and other conditions which apply to the Distance Education Instructor classification are as follows:

- 1) Group-based study courses:
 - A minimum of \$173.00 per two- to three-hour audio conference session delivered; or
 - A minimum of \$87.00 per one-hour audio conference session delivered; plus
 - A minimum of \$92.00 per student for each student in a three credit-hour course that submits at least one assignment; or
 - A minimum of \$123.00 per student for each student in a four credit-hour course that submits at least one assignment; or
 - A minimum of \$185.00 per student for each student in a six credit-hour course that submits at least three assignments over two terms. Where one or two assignments over two terms are submitted, the amount payable shall be \$92.00 per student.

- 2) Independent study and net-based courses:
 - A minimum of \$92.00 per student for each student in a three credit-hour course that submits at least one assignment; or
 - A minimum of \$123.00 per student for each student in a four credit-hour course that submits at least one assignment; or
 - A minimum of \$185.00 per student for each student in a six credit-hour course that submits at least three assignments over two terms. Where one or two assignments over two terms are submitted, the amount payable shall be \$85.00 per student.

- 3) Campus Manitoba courses with a minimum of two (2) hours per week of scheduled tutorial / class sessions via Learn Link or audio conferencing:
 - a. Payment as per Lecturer / Instructor, see Note No. 3.

- 4) Campus Manitoba courses with zero (0) (which includes net-based courses) to one hundred and nineteen (119) minutes per week of scheduled tutorial / class sessions via Learn Link or audio conferencing:
 - A minimum of \$92.00 per student for each student in a three credit-hour course that submits at least one assignment; or
 - A minimum of \$123.00 per student for each student in a four credit-hour course that submits at least one assignment; or
 - A minimum of \$185.00 per student for each student in a six credit-hour course that submits at least three assignments over two terms. Where one or two assignments over two terms are submitted, the amount payable shall be \$85.00 per student.

- 5) Extended Studies and Inter-Universities North courses:
 - a. Payment as per Lecturer / Instructor, See Note No. 3.

- 6) The pay represents total payment for all work required of a Distance Education Instructor including preparation time, student contact time, grading, invigilating, follow-up of grade appeals and all other time required.

- 7) The rates of pay are inclusive of vacation pay and all other pay associated with the course / position.

- 8) Clause 14.5 of the Collective Agreement will not apply to Distance Education Instructors paid by the student. Payment will be made at the end of the month in which the course / term ends for three-credit hour courses, at the end of the month in which the term ends for six credit hour courses, and at the end of the month the course ends for courses not following the Regular or Other Session dates. Distance Education Instructors will be paid an advance equal to approximately 30% of the estimated total payment at the end of the second month of the appointment, if requested in writing by the employee.
- 9) For appointments paid by the student, seniority will be calculated on the basis of total payment earned divided by the current Lecturer / Instructor Level 2 (Note No. 3) hourly rate of pay.
- 10) Where an employee in a Distance Education 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 – also see Clause 14.3.2.

CUPE 3909 (Teaching Assistants)
SCHEDULE A – CLASSIFICATIONS AND WAGE RATES

Effective September 1, 2012 – August 31, 2013

<u>CLASSIFICATION</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>
Grader/Marker	\$13.35/hr	\$14.67/hr	
Teach Assistant / Demonstrator / Tutor / Seminar Leader	\$18.08/hr	\$19.88/hr	\$21.67/hr
Lecturer / Instructor	See Note No. 3		
Distance Education Instructor	See Note No. 4		

Note No. 1 – Level:

The rate of pay for any given position is based on the posted classification and level of the position (see Clause 15.1.1) and not any given student's / Employee's academic credentials.

Level 1 rates of pay are applicable where an Undergraduate Degree is not a job requirement.

Level 2 rates of pay are applicable where a minimum of an Undergraduate Degree or equivalent is a job requirement.

Level 3 rates of pay are applicable where a minimum of a Masters Degree is a job requirement.

Note No. 2 – Vacation Pay:

Add 6% to the foregoing hourly rates of pay for Vacation Pay in accordance with Clause 14.5.3 of the Collective Agreement.

Note No. 3 – Lecturer / Instructor:

The course and hourly rates of pay and other conditions which apply to the Lecturer / Instructor classification are as follows:

- 1) Regular Session – six (6) hour credit course

Level 1 - \$8,252.91 minimum course rate * / \$24.56 minimum hourly rate

Level 2 - \$8,999.72 minimum course rate * / \$26.78 minimum hourly rate

*Course rate is based on 336 hours of work. Seniority to be credited is 336 hours.

2) Regular Session – three (3) hour credit course

Level 1 - \$4,126.45 minimum course rate * / \$24.56 minimum hourly rate

Level 2 - \$4,499.86 minimum course rate * / \$26.78 minimum hourly rate

*Course rate is based on 168 hours of work. Seniority to be credited is 168 hours.

3) Summer Day Session, Summer Evening Session – six (6) hour credit course

Level 1 - \$8,252.91 minimum course rate * / \$24.56 minimum hourly rate

Level 2 - \$8,999.72 minimum course rate * / \$26.78 minimum hourly rate

*Course rate is based on 336 hours of work. Seniority to be credited is 336 hours.

4) Summer Day Session, Summer Evening Session – three (3) hour credit course

Level 1 - \$4,126.45 minimum course rate * / \$24.56 minimum hourly rate

Level 2 - \$4,499.86 minimum course rate * / \$26.78 minimum hourly rate

*Course rate is based on 168 hours of work. Seniority to be credited is 168 hours.

5) Positions associate with courses having credit hours other than the foregoing shall be paid in accordance with the hourly rates of Level 1 - \$24.56 per hour or Level 2 - \$26.78 per hour as is applicable with a minimum number of total hours of work pro-rated on the basis of 56 hours of work per course credit hour for courses in the regular session and 48.8 hours of work per course credit hour for courses in other sessions.

*Seniority to be credited is 56 hours per course credit hour.

6) The course rate of pay represents total payment for all work required of a Lecturer / Instructor including preparation time, classroom contact time, follow-up of grade appeals and all other time required.

7) Both the course rate and hourly rate of pay are inclusive of vacation pay and all other pay associated with the course / position.

8) The course rate of pay shall be paid in equal bi-weekly installments over the duration of the employment appointment.

9) For purposes of seniority only the number of seniority hours indicated shall apply.

10) 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 – also see Clause 14.3.2.

Note No. 4 – Distance Education Instructor

The rates of pay and other conditions which apply to the Distance Education Instructor classification are as follows:

11) Group-based study courses:

- A minimum of \$178.00 per two- to three-hour audio conference session delivered; or
- A minimum of \$90.00 per one-hour audio conference session delivered; plus
- A minimum of \$95.00 per student for each student in a three credit-hour course that submits at least one assignment; or
- A minimum of \$127.00 per student for each student in a four credit-hour course that submits at least one assignment; or
- A minimum of \$190.00 per student for each student in a six credit-hour course that submits at least three assignments over two terms. Where one or two assignments over two terms are submitted, the amount payable shall be \$92.00 per student.

12) Independent study and net-based courses:

- A minimum of \$95.00 per student for each student in a three credit-hour course that submits at least one assignment; or
- A minimum of \$127.00 per student for each student in a four credit-hour course that submits at least one assignment; or
- A minimum of \$190.00 per student for each student in a six credit-hour course that submits at least three assignments over two terms. Where one or two assignments over two terms are submitted, the amount payable shall be \$87.00 per student.

13) Campus Manitoba courses with a minimum of two (2) hours per week of scheduled tutorial / class sessions via Learn Link or audio conferencing:

- a. Payment as per Lecturer / Instructor, see Note No. 3.

14) Campus Manitoba courses with zero (0) (which includes net-based courses) to one hundred and nineteen (119) minutes per week of scheduled tutorial / class sessions via Learn Link or audio conferencing:

- A minimum of \$95.00 per student for each student in a three credit-hour course that submits at least one assignment; or
- A minimum of \$127.00 per student for each student in a four credit-hour course that submits at least one assignment; or
- A minimum of \$190.00 per student for each student in a six credit-hour course that submits at least three assignments over two terms. Where one or two assignments over two terms are submitted, the amount payable shall be \$87.00 per student.

15) Extended Studies and Inter-Universities North courses:

- a. Payment as per Lecturer / Instructor, See Note No. 3.

16) The pay represents total payment for all work required of a Distance Education Instructor including preparation time, student contact time, grading, invigilating, follow-up of grade appeals and all other time required.

17) The rates of pay are inclusive of vacation pay and all other pay associated with the course / position.

- 18) Clause 14.5 of the Collective Agreement will not apply to Distance Education Instructors paid by the student. Payment will be made at the end of the month in which the course / term ends for three-credit hour courses, at the end of the month in which the term ends for six credit hour courses, and at the end of the month the course ends for courses not following the Regular or Other Session dates. Distance Education Instructors will be paid an advance equal to approximately 30% of the estimated total payment at the end of the second month of the appointment, if requested in writing by the employee.
- 19) For appointments paid by the student, seniority will be calculated on the basis of total payment earned divided by the current Lecturer / Instructor Level 2 (Note No. 3) hourly rate of pay.
- 20) Where an employee in a Distance Education 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 – also see Clause 14.3.2.

CUPE 3909 (Teaching Assistants)
SCHEDULE A – CLASSIFICATIONS AND WAGE RATES

Effective September 1, 2013 – August 31, 2014

<u>CLASSIFICATION</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>
Grader/Marker	\$13.73/hr	\$15.10/hr	
Teach Assistant / Demonstrator / Tutor / Seminar Leader	\$18.60/hr	\$20.46/hr	\$22.30/hr
Lecturer / Instructor	See Note No. 3		
Distance Education Instructor	See Note No. 4		

Note No. 1 – Level:

The rate of pay for any given position is based on the posted classification and level of the position (see Clause 15.1.1) and not any given student's / Employee's academic credentials.

Level 1 rates of pay are applicable where an Undergraduate Degree is not a job requirement.

Level 2 rates of pay are applicable where a minimum of an Undergraduate Degree or equivalent is a job requirement.

Level 3 rates of pay are applicable where a minimum of a Masters Degree is a job requirement.

Note No. 2 – Vacation Pay:

Add 6% to the foregoing hourly rates of pay for Vacation Pay in accordance with Clause 14.5.3 of the Collective Agreement.

Note No. 3 – Lecturer / Instructor:

The course and hourly rates of pay and other conditions which apply to the Lecturer / Instructor classification are as follows:

- 1) Regular Session – six (6) hour credit course

Level 1 - \$8,492.24 minimum course rate * / \$25.28 minimum hourly rate

Level 2 - \$9,260.71 minimum course rate * / \$27.57 minimum hourly rate

*Course rate is based on 336 hours of work. Seniority to be credited is 336 hours.

2) Regular Session – three (3) hour credit course

Level 1 - \$4,246.12 minimum course rate * / \$25.28 minimum hourly rate

Level 2 - \$4,630.35 minimum course rate * / \$27.57 minimum hourly rate

*Course rate is based on 168 hours of work. Seniority to be credited is 168 hours.

3) Summer Day Session, Summer Evening Session – six (6) hour credit course

Level 1 - \$8,492.24 minimum course rate * / \$25.28 minimum hourly rate

Level 2 - \$9,260.71 minimum course rate * / \$27.57 minimum hourly rate

*Course rate is based on 336 hours of work. Seniority to be credited is 336 hours.

4) Summer Day Session, Summer Evening Session – three (3) hour credit course

Level 1 - \$4,246.12 minimum course rate * / \$25.28 minimum hourly rate

Level 2 - \$4,630.35 minimum course rate * / \$27.57 minimum hourly rate

*Course rate is based on 168 hours of work. Seniority to be credited is 168 hours.

5) Positions associate with courses having credit hours other than the foregoing shall be paid in accordance with the hourly rates of Level 1 - \$25.28 per hour or Level 2 - \$27.57 per hour as is applicable with a minimum number of total hours of work pro-rated on the basis of 56 hours of work per course credit hour for courses in the regular session and 48.8 hours of work per course credit hour for courses in other sessions.

*Seniority to be credited is 56 hours per course credit hour.

6) The course rate of pay represents total payment for all work required of a Lecturer / Instructor including preparation time, classroom contact time, follow-up of grade appeals and all other time required.

7) Both the course rate and hourly rate of pay are inclusive of vacation pay and all other pay associated with the course / position.

8) The course rate of pay shall be paid in equal bi-weekly installments over the duration of the employment appointment.

9) For purposes of seniority only the number of seniority hours indicated shall apply.

10) 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 – also see Clause 14.3.2.

The rates of pay and other conditions which apply to the Distance Education Instructor classification are as follows:

11) Group-based study courses:

- A minimum of \$183.00 per two- to three-hour audio conference session delivered; or
- A minimum of \$93.00 per one-hour audio conference session delivered; plus
- A minimum of \$98.00 per student for each student in a three credit-hour course that submits at least one assignment; or
- A minimum of \$131.00 per student for each student in a four credit-hour course that submits at least one assignment; or
- A minimum of \$196.00 per student for each student in a six credit-hour course that submits at least three assignments over two terms. Where one or two assignments over two terms are submitted, the amount payable shall be \$95.00 per student.

12) Independent study and net-based courses:

- A minimum of \$98.00 per student for each student in a three credit-hour course that submits at least one assignment; or
- A minimum of \$131.00 per student for each student in a four credit-hour course that submits at least one assignment; or
- A minimum of \$196.00 per student for each student in a six credit-hour course that submits at least three assignments over two terms. Where one or two assignments over two terms are submitted, the amount payable shall be \$90.00 per student.

13) Campus Manitoba courses with a minimum of two (2) hours per week of scheduled tutorial / class sessions via Learn Link or audio conferencing:

- a. Payment as per Lecturer / Instructor, see Note No. 3.

14) Campus Manitoba courses with zero (0) (which includes net-based courses) to one hundred and nineteen (119) minutes per week of scheduled tutorial / class sessions via Learn Link or audio conferencing:

- A minimum of \$98.00 per student for each student in a three credit-hour course that submits at least one assignment; or
- A minimum of \$131.00 per student for each student in a four credit-hour course that submits at least one assignment; or
- A minimum of \$196.00 per student for each student in a six credit-hour course that submits at least three assignments over two terms. Where one or two assignments over two terms are submitted, the amount payable shall be \$90.00 per student.

15) Extended Studies and Inter-Universities North courses:

- a. Payment as per Lecturer / Instructor, See Note No. 3.

16) The pay represents total payment for all work required of a Distance Education Instructor including preparation time, student contact time, grading, invigilating, follow-up of grade appeals and all other time required.

17) The rates of pay are inclusive of vacation pay and all other pay associated with the course / position.

- 18) Clause 14.5 of the Collective Agreement will not apply to Distance Education Instructors paid by the student. Payment will be made at the end of the month in which the course / term ends for three-credit hour courses, at the end of the month in which the term ends for six credit hour courses, and at the end of the month the course ends for courses not following the Regular or Other Session dates. Distance Education Instructors will be paid an advance equal to approximately 30% of the estimated total payment at the end of the second month of the appointment, if requested in writing by the employee.
- 19) For appointments paid by the student, seniority will be calculated on the basis of total payment earned divided by the current Lecturer / Instructor Level 2 (Note No. 3) hourly rate of pay.
- 20) Where an employee in a Distance Education 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 – also see Clause 14.3.2.

UM-CUPE 51 – 2010 – 2014 COLLECTIVE AGREEMENT
MINIMUM RATES OF PAY
SCHEDULE A, NOTE NO.4, DISTANCE EDUCATION INSTRUCTOR

Note No. 4 – Distance Education Instructor

	<u>EFFECTIVE DATES</u>		
	September 1, 2010	September 1, 2012	September 1, 2013
<u>Group-based study courses</u>			
2-3 HR audio	\$173.00	\$178.00	\$183.00
1 HR audio	\$87.00	\$90.00	\$93.00
Per student 3-credit	\$92.00	\$95.00	\$98.00
Per student 4-credit	\$123.00	\$127.00	\$131.00
Per student 6-credit	\$185.00	\$190.00	\$196.00
<u>Independent study and net based courses</u>			
Per student 3-credit	\$92.00	\$95.00	\$98.00
Per student 4-credit	\$123.00	\$127.00	\$131.00
Per student 6-credit	\$185.00	\$190.00	\$196.00
Campus Manitoba – 2 hrs/wk & Extended Studies and IUN: Same as Regular Session Stipend			
For 3-credit course	\$4,373.04	\$4,499.86	\$4,630.35
<u>Campus Manitoba 0 – 119 mins/wk</u>			
Per student 3-credit	\$92.00	\$95.00	\$98.00
Per student 4-credit	\$123.00	\$127.00	\$131.00
Per student 6-credit	\$185.00	\$190.00	\$196.00

**IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed:
FOR THE UNIVERSITY OF MANITOBA on the _____ day of _____, 2011.**

**Ms Janice Lederman
Board of Governors**

**Mrs. Deborah McCallum
Vice-President (Administration)**

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3909 on the _____ day of _____, 2011.

President
CUPE Local 3909

Ms Paula Raposo
CUPE National Representative

LETTER OF UNDERSTANDING BETWEEN THE UNIVERSITY OF MANITOBA (UM) AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3909, UNIT 1 (CUPE-TA) REGARDING ALLOCATION OF HOURS OF WORK

This Letter of Understanding was entered into between the UM and CUPE-TA during collective bargaining for the 2010 – 2014 UM-CUPE-TA Collective Agreement.

During bargaining, CUPE-TA identified concerns being raised by employees regarding hours of work outside of class or lab time.

The parties recognize that it is the Employers right to determine hours of work (as provided for in Clause 14.2 and 14.3) and that employees have the right to consult with their employment supervisor regarding hours of work (as provided for in Clause 14.3.1).

In order to seek information and jointly review any significant discrepancies between hours of work assigned and hours actually worked, a joint committee shall be established and shall consist of two (2) representatives for each of the Union and the Employer, one of the Employer representatives shall be designated as Secretary by Human Resources.

The employee(s) who feel(s) that there is a significant difference between the hours of work assigned by the University and the actual hours required to perform his/her work shall have the right to file a written appeal to the Committee. The Committee may call upon the employee(s) submitting the appeal to make representation before the Committee to provide information.

The Committee will investigate the appeal and make recommendations for resolution and/or dispensation of the appeal within twenty (20) working days of receipt of the appeal.

If the employee(s) is/are not satisfied with the outcome of her/his appeal, the employee(s) will have the right to pursue the matter through the grievance procedure outlined in Article 24 of the UM-CUPE-TA Collective Agreement, if she/he so chooses.

Signed this _____ day of _____ 2011

On behalf of the University of Manitoba

On behalf of CUPE-TA

FOR INFORMATION ONLY

This section has been included for information only and is not to be regarded as part of the Collective Agreement.

1. SAMPLE LETTERS OF POSITION CONTINUANCE, POSITION DISCONTINUANCE, AND EXPIRATION OF JOB SECURITY PERIOD S [See Clause 15.9.4.1 (3)].

(a) Notice of Position Continuance - Sample

(Information to be inserted is indicated by bold type or underlining)

Date, 200_

firstname lastname
address [as per 15.9.4.1 (9)]
city, postal code

Dear firstname,

Notice of Position Continuance

In accordance with Article 15.9.4.1 of the Collective Agreement between The University of Manitoba and The Canadian Union of Public Employees Local 3909, this is to advise you that the position of job title which you held in the _____ Department for the 200_ (Regular/Other) Academic Session will be continued for the 200_ (Regular/Other) Academic Session.

The details of your re-appointment are as follows:

Employee Group: C.U.P.E.
Faculty/Administrative Unit: _____
Department/Program: _____
Classification: Job Classification
Original Job Vacancy Number: 609-999-99
Start Date: start date
End Date: end date
Course Number: ____ . ____
Employment Supervisor: Supervisor's name
Performance Evaluator: Evaluator's name
Total Hours of Appointment: _____ hours in total
Hours of Work Per Week/
Weeks of Work: _____ per week for _____ weeks
Pay Schedule: Bi-weekly/Hourly

Hourly Rate/Salary: \$____.

The weeks of _____ will be non-work, non paid weeks. [Hourly-paid positions only].

Your duties will include the following: (Specify Duties)

You are required to respond in writing no later than _____ if you wish to accept this offer of reappointment. A slip is attached for this purpose. If no response is received from you by this date the offer will be deemed to be rejected, and the position will be otherwise filled.

The University and the Department again look forward to working with you. If you have any questions regarding your employment please call _____ at _____, or a Union Representative at the C.U.P.E. office (474-8804).

Sincerely,

Name, Head/Chair
Department of _____

cc: Dean's Office, Faculty of _____
Human Resources Department
C.U.P.E. Local 3909

Please note:

This offer is contingent on your being registered as a student at The University of Manitoba at the time of re-appointment.

Students who are not permanent residents of Canada must possess a valid student authorization issued by Citizenship and Immigration Canada in order to work on campus.

I accept/decline the offer of re-appointment as job classification in the Department of

_____ for course # for the 200_ (Regular/Other) Academic Session.

Name: _____ Signature: _____
(please print)

(b) *Notice of Position Discontinuance - Sample*

(Information to be inserted is indicated by bold type or underlining)

_____ date, 200_
firstname lastname address [as per 15.9.4.1 (9)]
city, postal code

Dear firstname,

Notice of Position Discontinuance

In accordance with Article 15.9.4.1 of the Collective Agreement between The University of Manitoba and The Canadian Union of Public Employees Local 3909, please be advised that the position of job title which you held in the _____ Department in the 200_ (Regular/Other) Academic Session will be discontinued for the 200_ (Regular/ Other) Academic Session.

Please note that:

If you are in a Job Security Period, you will be offered an alternative position in lieu of the position from which you were discontinued if an alternative position as outlined in Article 15.9.4(3) (i.e. same classification, same or similar hours of work) becomes available.

Further, if a position has been discontinued but is reinstated for the same session in the subsequent

academic year, and the Employer intends to staff the position with a student-employee, the position shall first be offered to the previous incumbent of the position before being otherwise filled; [Article 15.9.4.1 (13)].

Employees are responsible for keeping their department of employment notified of their current addresses Article 15.9.4.1 (9)].

Should you be interested in applying for other positions, the Collective Agreement requires vacant positions to be posted for 14 calendar days. You should check Staff Bulletin Boards on a regular basis, or contact the C.U.P.E. office for a list of current position vacancies.

If you have any questions regarding this discontinuance please call _____ at _____, or a Union representative at the C.U.P.E. office (474-8804).

Sincerely,

Name, Head/Chair
Department of _____

cc: Dean's Office, Faculty of _____
Human Resources Department
C.U.P.E. Local 3909

(c)

Notice of Expiration of Job Security Period – Sample

(Information to be inserted is indicated by bold type or underlining)

date, 200_

firstname lastname
address [as per 15.9.4.1 (9)]
city, postal code

Dear firstname,

Expiration of Job Security Period

In accordance with Article 15.9.2 of the Collective Agreement between The University of Manitoba and The Canadian Union of Public Employees Local 3909, please be advised that your Job Security Period (J.S.P.) has elapsed. As a result of this you will not be re-appointed to the position of job title which you held in the _____ Department in the 200_ (Regular/Other) Academic Session.

The length of an employee's Job Security Period is determined by their program of study and their first date of registration in that program of study as outlined in Article 15.9.2.

An employee's Job Security Period also expires when she/he completes an academic program, and a new J.S.P. commences if she/he begins a new academic program.

Employees outside a Job Security Period are eligible to apply for, and be appointed to, Bargaining Unit positions although a job vacancy notice may stipulate that preference will be given to applicants within a J.S.P. If you apply for a position after your J.S.P. has expired, your seniority shall be deemed to be nil in the selection process, and you will not accrue seniority for the work you perform.

Should you be interested in applying for other positions, the Collective Agreement requires vacant

positions to be posted for 14 calendar days. You should check Staff Bulletin Boards on a regular basis, or contact the C.U.P.E. office for a list of current position vacancies.

If you have any questions regarding this letter please call _____ at _____, or a Union representative at the C.U.P.E. office (474-8804).

Sincerely,

Name, Head/Chair
Department of _____

cc: Dean's Office, Faculty of _____
Human Resources Department
C.U.P.E. Local 3909

2. SAMPLE PERFORMANCE EVALUATION FORMS

The following forms are suggested for use with employees in the C.U.P.E. Bargaining Unit as outlined in Article 17:

1. FORM HR128 -For use with Lecturer/Instructor Positions
2. FORM HR129 -For use with Teaching Assistant/Demonstrator/Tutor/Seminar Leader Positions, and for Grader/Marker Positions

Copies of the forms are available at the Human Resources Department, 309 Administration Building, or contact Jindra Vancura, 474-8288.

HR128

THE UNIVERSITY OF MANITOBA
PERFORMANCE EVALUATION FORM
LECTURER /INSTRUCTOR - CUPE BARGAINING UNIT

NAME: _____ DEPARTMENT: _____

COURSE & SECTION: _____ DATE: _____

The purpose of employee performance evaluation by the Employer is twofold: (1) to assess the employee's performance and to thereby assist the employee in developing and improving their skills; and (2) to ensure a standard of acceptable employee performance. For each regular appointment an employee holds, their ongoing performance shall be evaluated at least once by an identified Performance Evaluator. A copy of any written evaluation must be provided to the employee prior to discussion of the evaluation. Performance evaluation procedures are described in Article 17 of the UM-CUPE Collective Agreement.

Place a ✓ in the box that best describes this lecturer/instructor. Provide further comments in the space available.

1. **ORGANIZATION AND PREPARATION** -Consider how effective the lecturer/instructor was in meeting job and course requirements by evaluating the following criteria:

	Always Exceeds	Sometimes Exceeds	Meets	Sometimes Does Not Meet	Does Not Meet	Not Applicable
	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Or Not Observed
Possesses clarity of course objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preparation and adequate explanation of course materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate use of classroom time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knowledge of subject	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance and Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

2. **TEACHING SKILLS** -Consider how the lecturer/instructor communicated course material in an effective manner by evaluating the following criteria:

	Always Exceeds	Sometimes Exceeds	Meets	Sometimes Does Not Meet	Does Not Meet	Not Applicable
	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Or Not Observed
Clear, understandable enunciation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legible handwriting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expressiveness and variety of voice tone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clarity of explanations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of examples or illustrations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality and relevance of issues presented	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promotion of student participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stimulation of interest and independent thought	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

3. **AVAILABILITY TO STUDENTS** -Consider how the lecturer/instructor was approachable and sufficiently available to students by evaluating the following criteria:

	Always Exceeds	Sometimes Exceeds	Meets	Sometimes Does Not Meet	Does Not Meet	Not Applicable
	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Or Not Observed
Accessible to students outside of classroom during scheduled consultation periods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Able to answer students' questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Helpful to students with difficulties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

4. **TESTING AND EVALUATION** -Consider the quality of testing and assessment techniques by evaluating the following criteria:

	Always Exceeds	Sometimes Exceeds	Meets	Sometimes Does Not Meet	Does Not Meet	Not Applicable
	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Or Not Observed
Fair and appropriate evaluation methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Effective feedback on graded material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assignments contribute to learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sufficient number of assignments and tests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely feedback of graded material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Comments:						

5. **ADMINISTRATION** - Consider how the lecturer/instructor observed applicable University standards by evaluating the following criteria:

	Always Exceeds	Sometimes Exceeds	Meets	Sometimes Does Not Meet	Does Not Meet	Not Applicable
	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Or Not Observed
Adheres to University policy and rules of conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adheres to Departmental procedures and regulations for attendance, marking, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Comments:						

6. **SUMMARY**

	Meets	Does Not Meet
	Job Requirements	Job Requirements
Evaluate the overall acceptability of the employee's performance:	<input type="checkbox"/>	<input type="checkbox"/>

Summary Comments:

The signatories to this evaluation acknowledge a discussion with respect to this evaluation took place on _____ (date).

Employee's Signature: _____ Date: _____

Performance Evaluator: _____ Date: _____

Reviewed by Department Head or Employment Supervisor: _____ Date: _____

AN EMPLOYEE MAY ADD ADDITIONAL WRITTEN COMMENTS WHICH SHALL BE ATTACHED TO THIS EVALUATION. WRITTEN PERFORMANCE EVALUATIONS SHALL BE INCLUDED IN THE EMPLOYEE'S EMPLOYMENT FILE MAINTAINED BY THE HUMAN RESOURCES DEPARTMENT.

HR129

THE UNIVERSITY OF MANITOBA
PERFORMANCE EVALUATION FORM
CUPE BARGAINING UNIT

TO BE USED FOR: Teaching Assistants, Demonstrators, Tutors, Seminar Leaders, Graders & Markers

NAME: _____ DEPARTMENT: _____

COURSE & SECTION: _____ POSITION: _____ DATE: _____

The purpose of employee performance evaluation by the Employer is twofold: (1) to assess the employee's performance and to thereby assist the employee in developing and improving their skills; and (2) to ensure a standard of acceptable employee performance. For each regular appointment an employee holds, their ongoing performance shall be evaluated at least once by an identified Performance Evaluator. A copy of any written evaluation must be provided to the employee prior to discussion of the evaluation. Performance evaluation procedures are described in Article 17 of the UM-CUPE Collective Agreement.

Place a \surd in the box that best describes this employee. Provide further comments in the space available.

1. ATTENDANCE AND PUNCTUALITY -Consider the employee's attendance and punctuality by evaluating the following criteria:

	Always Exceeds	Sometimes Exceeds	Meets	Sometimes Does Not Meet	Does Not Meet	Not Applicable
	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Or Not Observed
Attends required orientation, planning and coordinating meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attends lectures, classroom or lab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

as scheduled

Meets required deadlines

Additional Comments:

2. **PREPARATION AND ORGANIZATION** -Consider how effective the employee was in meeting the job and employment supervisor's requirements by evaluating the following criteria:

	Always Exceeds	Sometimes Exceeds	Meets	Sometimes Does Not Meet	Does Not Meet	Not Applicable
	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Or Not Observed
Consults with course instructor as appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Possesses clarity of course objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knowledge of course material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Properly prepared for class, lab or tutorial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepares instructional material as required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

3. **PEDAGOGICAL SKILLS** -Consider how effective the employee was in communicating course material by evaluating the following criteria:

	Always Exceeds	Sometimes Exceeds	Meets	Sometimes Does Not Meet	Does Not Meet	Not Applicable
	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Job Requirements	Or Not Observed
Accurate work, devoid of errors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use of examples or illustrations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clarity of explanations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promotion of student participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stimulation of student interest and thought	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

4. **CONSULTATION WITH STUDENTS** -Consider how the employee was approachable and available to students by evaluating the following criteria:

Always Sometimes Sometimes Does Not Not

	Exceeds Job Requirements	Exceeds Job Requirements	Meets Job Requirements	Does Not Meet Job Requirements	Meet Job Requirements	Applicable Or Not Observed
Adequate and acceptable office hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequate and acceptable office hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Able to answer students' questions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Helpful to students with questions or difficulties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

5. **TESTING AND EVALUATION** -Consider the employee's use of adequate assessment techniques by evaluating the following criteria:

	Always Exceeds Job Requirements	Sometimes Exceeds Job Requirements	Meets Job Requirements	Sometimes Does Not Meet Job Requirements	Does Not Meet Job Requirements	Not Applicable Or Not Observed
Effective feedback on graded material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fair and appropriate evaluation standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legible Handwriting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Picks up and returns assignments promptly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

6. **SUMMARY**

	Meets Job Requirements	Does Not Meet Job Requirements
Evaluate the overall acceptability of the employee's performance:	<input type="checkbox"/>	<input type="checkbox"/>

Summary Comments:

The signatories to this evaluation acknowledge a discussion with respect to this evaluation took place on _____ (date).

Employee's Signature: _____ Date: _____

Performance Evaluator: _____ Date: _____

Reviewed by Department Head or Employment Supervisor: _____ Date: _____

AN EMPLOYEE MAY ADD ADDITIONAL WRITTEN COMMENTS WHICH SHALL BE ATTACHED TO THIS EVALUATION. WRITTEN PERFORMANCE EVALUATIONS SHALL BE INCLUDED IN THE EMPLOYEE'S EMPLOYMENT FILE MAINTAINED BY THE HUMAN RESOURCES DEPARTMENT.

3. REGISTRATION

The term "registered" is defined and determined by The University of Manitoba Records Office regulations. For a student to be registered she/he must:

- 1) Complete the required registration form.
- 2) Have her/his program of studies approved by the Dean/Director or appropriate University representative.
- 3) Have the program fee assessed and make payment of fees to the Comptroller's Office. Registration is not complete until fee payment or fee payment arrangements are made with the Comptroller's Office in writing.
- 4) Have her/his student Identification Card validated or issued.

The term "student" or "students" refers to the following:

Graduate students are those admitted to and registered in the Faculty of Graduate Studies.

Graduate students, once registered, are considered to be students for the entire academic year (September 1st of one year to August 31st of the following year) subject to their decision to withdraw from their program of studies.

Undergraduate students, once registered, are considered to be students for the duration of the academic session for which they have registered subject to their decision to withdraw from their program of studies. The academic sessions are as follows:

Regular Session	1st term September - December 2nd term January - April
Intersession	May - June
Summer Session	Evening May - August Day July - August

4. THE UNIVERSITY OF MANITOBA'S RESPECTFUL WORK AND LEARNING ENVIRONMENT POLICY

Reason for Policy

To support a climate of respect in the workplace and in the learning environment where individuals or groups of individuals are free from harassment and discrimination.

Policy Statement

The University of Manitoba supports equity, diversity and the dignity of all people. The University promotes equity in our learning programs and employment and in the conduct of the University's affairs.

The University recognizes the following:

- (a) a richly diverse society in Manitoba, as well as beyond;
- (b) a duty to act in a manner consistent with existing legislation regarding human rights;
- (c) a commitment to academic freedom and freedom of thought, inquiry, and expression among its members which may result in respectful disagreements regarding beliefs or principles.

Each individual has the right to participate, learn, and work in an environment that promotes equal opportunities and prohibits discriminatory practices.

The University of Manitoba does not condone behaviour that is likely to undermine the dignity, self-esteem or productivity of any of its members and prohibits any form of discrimination or harassment whether it occurs on University property or in conjunction with University-related activities. Therefore, the University of Manitoba is committed to an inclusive and respectful work and learning environment, free from:

- (a) human rights discrimination or harassment;
- (b) sexual harassment; and
- (c) personal harassment

These types of discrimination or harassment are defined in the Procedures document which relates to this Policy.

The University of Manitoba and all members of the University community, particularly those in leadership roles, share the responsibility of establishing and maintaining a climate of respect within this community and to address any situations in which respect is lacking.

Harassment and discrimination violate an individual's human rights and run contrary to the University's fundamental values. The University of Manitoba will act promptly and efficiently to deal with these behaviours. It will endeavour to ensure that individuals who believe that they have been subjected to

harassment or discrimination are able to express concerns and register complaints without fear of retaliation or reprisal. The University will exercise care to protect and respect the rights of both the complainant and the respondent.

The University of Manitoba will establish mechanisms to give effect to this Policy including:

- (a) the appointment of an equity services advisor whose duties shall include the investigation of informal complaints and the provision of advice and assistance to staff members, students and administrative officers in connection with concerns and complaints;
- (b) the appointment of an investigation officer whose duties shall include the investigation of formal complaints and the provision of advice and assistance to staff members, students and administrative officers in connection with concerns and complaints;
- (c) training for staff related to harassment and discrimination;
- (d) the University of Manitoba will establish and implement educational programs designed to enhance awareness of the Respectful Work and Learning Environment Policy and procedures relating to it.

Each year a report will be prepared by Equity Services and made available to the University community concerning the number, type and disposition of cases and on educational and other activities related to the Policy.

While the University of Manitoba supports the informal resolution of problems associated with such behaviour, it considers harassment and discrimination in all its forms to be serious offences. Normally the President shall delegate authority to the Vice-President (Administration) to take disciplinary action, where appropriate, against individuals who have violated this Policy.

Discipline may range from a reprimand to dismissal or expulsion. Where Collective Agreement

provisions require that the President obtain the approval of the Board of Governors for a suspension or dismissal, the finding of the Vice-President (Administration) shall be referred to the President in the form of a recommendation for action.

Accountability

The University Secretary is responsible for advising the President that a formal review of this Policy is required.

The Executive Director of Human Resources is responsible for the communication, administration and interpretation of this policy.

Secondary Documents

The President, in consultation with the Vice-President (Administration) may approve Procedures which are secondary to and comply with this Policy.

Review

Formal Policy reviews will be conducted every ten (10) years. The next scheduled review date for this Policy is April 1, 2014.

In the interim, this Policy may be revised or rescinded if the Board of Governors deems necessary.

If this Policy is revised or rescinded, all Secondary Documents will be reviewed as soon as reasonably possible in order to ensure that they:

- (a) comply with the revised Policy; or
- (b) are in turn rescinded.

Effect on Previous Statements

This Policy supersedes:

- (a) all previous Board/Senate Policies and resolutions on the subject matter herein;
- (b) all previous Administrative Policies and directives on the subject matter contained herein;
- (c) 223 Sexual Harassment Policy; and
- (d) 236 Human Rights Policy.

PROCEDURES:

Reason for Procedure(s)

To set out Procedures secondary to the Policy entitled “Respectful Work and Learning Environment”

in connection with supporting a climate of respect in the workplace and in the learning environment where individuals are free from harassment and discrimination.

Procedure(s)

Anyone who believes that any member of the University has subjected him or her to harassment or discrimination in the course of University-related employment, study, training or activities may discuss concerns and/or make a complaint under the Respectful Work and Learning Environment Procedures. All informal complaints must be made within a reasonable time, usually within one year from the date of the most recent alleged incident. All formal complaints must be made within one year from the date of the most recent alleged incident unless, in the discretion of the investigation officer, extenuating circumstances would warrant an extension of time.

Definitions

This Procedure covers:

Human Rights Discrimination or Harassment, which means, except where bona fide and reasonable cause exists, or where it is based upon bona fide and reasonable requirements or qualifications, the differential treatment, whether intended or not, of an individual or group of individuals based on:

- (a) an individual's actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit; or
- (b) any of the following categories:
 - (i) ancestry,
 - (ii) race,
 - (iii) colour,
 - (iv) nationality or national origin,
 - (v) ethnic background,
 - (vi) religion or religious belief, association or activity
 - (vii) age,
 - (viii) sex,
 - (ix) gender-determined characteristics,
 - (x) gender identity,
 - (xi) sexual orientation,
 - (xii) marital or family status,
 - (xiii) source of income,
 - (xiv) political belief,
 - (xv) political association or activity,
 - (xvi) physical or mental disability or related characteristics or circumstances.

Reasonable Accommodation

The University of Manitoba is committed to providing reasonable accommodation for the special needs of its constituents whose requirements are related to a specific human rights category.

Notwithstanding any other provision of this procedure, it is not discrimination or a contravention of this procedure to:

- (a) make reasonable accommodation for the special needs of an individual or group, if those special needs are based upon any characteristic referred to in section 2.1.1 above;
- (b) plan, advertise, adopt or implement an affirmative action program or other special program including those who are disadvantaged because of any characteristic referred to in section 2.1.1 above;
- (c) conduct research approved by the Human Ethics Board; or
- (d) exercise the provisions of the University of Manitoba Act.

Examples of Harassment and Discrimination

Examples of harassment and discrimination include, but are not limited to:

- (a) derogatory written or oral comments and gestures such as name-calling, slurs, graffiti, pictures, remarks, or jokes based on any characteristic referred to in 2.1.1 above;
- (b) evaluations of performance based on any characteristic referred to in 2.1.1;
- (c) behaviour stating or implying actual or perceived abilities or inabilities based on any characteristic referred to in 2.1.1;
- (d) applying stereotypes or generalizations based on any characteristic referred to in 2.1.1;
- (e) refusal to work with or share facilities based on any characteristic referred to in 2.1.1; and
- (f) inappropriate questions or sharing of information about a person's sexuality or sexual orientation.

Sexual Harassment, which is deemed to include, but is not restricted to:

- (a) unwanted sexual attention by a person who knows or ought reasonably to know that such attention is unwanted;
- (b) express or implied promise of reward for complying with a sexually oriented request;
- (c) express or implied threat or reprisal for refusal to comply with a sexually oriented request;
- (d) denial of opportunity or an expressed or implied threat of denial of opportunity for refusal to comply with a sexually oriented request; and
- (e) sexually oriented behaviour or gender-based abusive and unwelcome conduct or comment that has the purpose or effect of creating an intimidating, hostile or offensive environment.

Examples of Sexual Harassment

Examples of sexual harassment may include, but are not limited to:

- (a) sexist remarks, jokes, innuendoes or taunting about a person's body, appearance, characteristics or clothing;

- (b) displaying of pornographic or other sexually offensive or derogatory pictures or material;
- (c) persistent and unwelcome invitations or requests for dates;
- (d) leering, ogling or other sexually oriented gestures;
- (e) inappropriate touching; and
- (f) sexual assault.

Personal Harassment, which is deemed to include, but is not restricted to:

- (a) one or a series of objectionable and unwelcome comments or actions directed toward a specific person or group of persons which serve no legitimate work or academic related purpose and have the effect of creating an intimidating, humiliating, hostile or offensive environment; and
- (b) physical or verbal abuse, threats or intimidation that is humiliating or demeaning.

Examples of Personal Harassment

Examples of personal harassment may include, but are not limited to:

- (a) repeated or continuous incidents of yelling, screaming or name-calling;
- (b) repeated or continuous threats to terminate employment or contracts for reasons unrelated to performance;
- (c) repeated or continuous threats to withdraw funding, scholarships or advancement opportunities for reasons unrelated to performance; and
- (d) comments addressed to a person which have the effect of undermining a person's role in the workplace or classroom.

The University does acknowledge the legitimate right and responsibility of academic staff members to correct inappropriate student behaviour, insist on order in the classroom and evict, as necessary, those who disrupt order in the classroom. [See Bylaw: Student Discipline.]

What May Constitute Harassment or Discrimination

In regard to sections 2.1.1, 2.1.2, and 2.1.3, one incident or a series of incidents may constitute harassment or discrimination. It may involve individuals or groups and either peer or power relationships. It may be physical or psychological in nature. It can occur between males and females and between members of the same gender.

A **Complainant** is a person who discusses a concern and/or makes a complaint (an allegation, whether oral or written, of harassment or discrimination).

A **Respondent** is a person against whom a complaint has been made.

An **Administrative Officer** is anyone who has sufficient authority to take or ensure the taking of remedial action such as deans, directors, department heads, heads of administrative units, vice-presidents, vice-provosts and the president. In the case of a student, the administrative officer shall be his or her dean, director, or delegate. [See Bylaw: Student Discipline.]

An **Equity Services Advisor** is an individual appointed by the University of Manitoba as someone possessing the appropriate training and skills to review and resolve informal complaints related to all human rights harassment and discrimination, sexual and personal harassment.

An **Investigation Officer** is an individual retained by the University of Manitoba as someone possessing the training and appropriate background to investigate formal complaints related to all human rights harassment and discrimination, sexual and personal harassment.

A **Human Resources Department representative** is a Human Resource Consultant or a Staff Relations Officer who is a member of the Human Resources Department and possesses the training and background to review and resolve informal complaints of personal harassment in the workplace.

A **Student Advocacy representative** is a member of the office of Student Advocacy who possesses the training and background to review and resolve informal complaints of personal harassment from students enrolled in the University.

Concerns/Complaints

Advice and Assistance

A complainant who believes that he or she has experienced harassment or discrimination should take direct action, if possible, to make the unease and/or disapproval known to the offending person or persons.

In the case of sexual harassment and/or human rights harassment the complainant may choose to consult with an appropriate administrative officer, or an Equity Services Advisor for the purpose of receiving advice and assistance with a view to resolving the situation.

In the case of personal harassment in the workplace, employees may also consult with a Human Resources Consultant or a Staff Relations Officer in the Human Resources Department for the purpose of receiving advice and assistance with a view to resolving the situation informally.

In the case of personal harassment of students, a student may also consult with a Student Advocacy representative for the purpose of receiving advice and assistance with a view to resolving the situation informally.

If the complaint is against an administrative officer the complainant may seek advice and assistance directly from the Equity Services Advisor or a Human Resources Consultant or Staff Relations Officer, as is appropriate for the type of harassment.

Duty of Administrative Officers

If a complaint is brought to an administrative officer, he or she shall contact an Equity Services Advisor or Human Resources Department representative, as is appropriate for the type of harassment complaint, to receive advice and assistance with respect to the handling of the complaint. The complainant will be advised that this contact and direction is being sought. The Equity Services Advisor, Human Resources Department representative and the administrative officer will treat the matter confidentially. Both the complainant and the respondent are entitled to information regarding counseling services that are available and appropriate for the situation.

Informal Complaint

If the complainant is unable to take direct action, or if the offensive behaviour persists in spite of it being brought to the respondent's attention, the complainant may request that an appropriate administrative officer and/or an equity services advisor try to resolve the situation.

Alternatively, in the case of a personal harassment complaint in the workplace, a Human Resources Department representative, or in the case of personal harassment of a student a Student Advocacy representative, may be asked to intervene to try to resolve the situation.

A Human Resources Department representative or a Student Advocacy representative may meet with the complainant, the respondent and any other relevant party or union representative with a view to resolving the matter.

A Human Resources Department representative or a Student Advocacy representative must keep a written record of the date, time and nature of any incident that is brought to their attention, along with the names of any witnesses and the steps taken to deal with the situation.

Informal Resolution

If an informal resolution, acceptable to both parties, is reached, then the appropriate administrative officer and/or the Equity Services Advisor, Human Resources Department representative or Student Advocacy representative, depending on who handled the complaint, will:

- (a) send a written communication to both parties, setting out the understandings and/or agreement. Receipt of this written communication must be acknowledged by both parties;
- (b) assist in bringing about whatever administrative or other action is needed to implement the resolution;
- (c) ensure that the Equity Services Advisor has a copy of the written communication to both parties. No record of the informal resolution shall be kept in either the complainant or respondent's student or personnel file. **Formal Complaint** If the matter is not resolved informally, or if the behaviour continues or reoccurs, or if the complainant chooses not to attempt to resolve the matter informally, complainants have the option to file a formal complaint.

The formal complaint shall:

- (a) be in writing indicating that it is a formal complaint;
- (b) set out the particulars of the allegations, including, where possible, the dates, times and nature of the allegations and the names of any witnesses to the behaviour;
- (c) be signed and dated by the complainant; and
- (d) be submitted to the Investigation Officer.

A complainant may request the assistance of the Equity Services Advisor to draft the formal complaint.

Applicability of the Complaint

Upon receipt of the formal complaint the Investigation Officer will review the allegation(s) to ensure that it falls within the definitions set out under this procedure.

If it is determined that the allegation(s) does not fall under the definitions set out in this procedure then the complainant shall be advised accordingly and no further action will be taken under this procedure.

If it is determined that the allegation(s) falls within the definitions set out in this procedure, an investigation shall be launched.

Investigation

The investigation shall be concluded as expeditiously as possible. If the Investigation Officer foresees significant and unexpected delays in the completion of the process, he/she shall notify the complainant and the respondent. The Investigation Officer shall advise them of the reasons for the delay and shall provide an estimate of the time required to complete the investigation.

If, at any time during the course of the investigation the Investigation Officer deems it appropriate for the complainant and respondent to seek resolution through mediation, and where they both consent to do so, the Investigation Officer may interrupt the investigation for such period(s) of time as he or she considers reasonable to facilitate such an approach to resolution. Any such resolution may provide for withdrawal of the complaint or a portion thereof.

Duties of the Investigation Officer During an Investigation

Upon an investigation being launched the Investigation Officer shall:

- (a) notify the respondent in writing that a complaint has been received and that an investigation has commenced. The respondent shall be provided with a signed copy of the formal complaint and the policy and procedures: Respectful Work and Learning Environment;
- (b) provide the respondent with a reasonable opportunity to consult with counsel or a union or Human Resources Department representative or personal representative;
- (c) advise the respondent to provide a written response to the complaint within a reasonable time;
- (d) investigate the complaint, including interviewing the complainant and the respondent, and any other person deemed relevant to the investigation. The complainant and the respondent shall cooperate fully with the Investigation Officer and provide any information required by the Investigation Officer upon request. The complainant or respondent may be accompanied during the interview by counsel, or a union or Human Resources Department representative or personal representative;
- (e) at the conclusion of the investigation prepare a written report which sets out the allegation(s), the information obtained and provides a conclusion as to whether the policy on Respectful Work and Learning Environment has been breached on a balance of probabilities;
- (f) provide a copy of the written report to the Vice-President (Administration) and the appropriate administrative officer. In the event that the Investigation Officer finds that the policy on Respectful Work and Learning Environment has been breached, a copy of the written report shall be provided to the Vice-Provost (Student Affairs) when the respondent is a student or the Executive Director of Human Resources and the Vice-President (Academic), as is appropriate, when the respondent is an employee. The Vice-President (Administration) may choose to provide a copy of the written report to the complainant and/or the respondent; and
- (g) Where the respondent is a member of the Executive Group as defined in Policy: Employee

Organizations and Employment Groups, any reference to the Vice-President (Administration) in 2.2.3 or 2.3-2.5 is deemed to be a reference to the President, or to the Chair of the Board of Governors, if the President is the respondent.

Findings of Formal Investigation

No Breach of Policy

If it is determined that the policy on Respectful Work and Learning Environment has not been breached then the Investigation Officer shall advise the Vice-President (Administration) and the appropriate administrative officer. The Vice-President (Administration) will advise the parties accordingly and may choose to provide them with a copy of the Investigation Officer's written report. No further action will be taken and no record of the complaint will be placed on the University's official employment file or student file for the respondent.

No record of the complaint shall be kept in the complainant's personnel file or student record unless it is determined that the complaint was frivolous or vexatious. The University may take disciplinary action against a complainant in cases where frivolous or vexatious complaints are submitted.

Breach of Policy

If it is determined that, based on the written report, the policy on Respectful Work and Learning Environment has been breached the Vice-President (Administration) in consultation with the appropriate administrative officer and the Vice-Provost (Student Affairs), where the respondent is a student, or the appropriate administrative officer and the appropriate Vice-President and the Executive Director of Human Resources where the respondent is an employee, will determine an appropriate disposition of the matter.

Where Collective Agreement provisions require that the President obtain the approval of the Board of Governors for a suspension or dismissal, the finding of the Vice-President (Administration) shall be referred to the President in the form of a recommendation for action.

Notice of the disposition will be provided to the complainant, the respondent, the appropriate administrative officer and the Investigation Officer. The appropriate administrative officer will ensure the disposition is fulfilled and file a copy of the disposition in the University's official employment file for the respondent, in the case of an employee or in the University's official student file for the student, in the case of a student.

All other information pertaining to the investigation shall be retained in a secure file held by Equity Services. The appropriate administrative officer and/or the Equity Services Advisor will facilitate any request or requirement for counseling/education/training on behalf of either the complainant or the respondent.

University-Instituted Investigation

The Vice-President (Administration), in consultation with Equity Services, and where appropriate the President or another Vice-President may request that an investigation be conducted in the absence of a

formal complaint and in circumstances where he/she deems it appropriate to do so. The University shall utilize the same methods of investigation, adapted as necessary to meet the circumstances. Based on the results of this investigation, appropriate disciplinary action may be taken.

Appeals

The respondent may appeal the decision/recommendation of the Vice-President (Administration) with respect to any discipline in accordance with the appropriate grievance process defined by collective agreement, policy or Board Bylaw, if the respondent is an employee of the University, or pursuant to the Bylaw: Student Discipline, if the respondent is a student.

Upon the request of the respondent, the Vice-President (Administration) may suspend the imposition of the discipline pending the outcome of an appeal by the respondent.

Liability

No one charged with responsibility under this procedure, who carries out their duties in good faith and conscience shall be liable for any action or claim arising out of their good faith execution of those duties.

Interference and Retaliation

Interference with the conduct of an investigation or retaliation against a complainant or witness, whether the complaint was substantiated or unsubstantiated, may itself result in disciplinary action.

Where the respondent is in a position of power with respect to the complainant, the appropriate administrative officer, may, where it is feasible to do so and at the complainant's request, reassign either the complainant or the respondent to different duties, or permit a student an academic accommodation(s), for example, switching sections of a course, pending the resolution of the complaint.

Confidentiality

To the best of their ability, complainants, respondents, and persons who become privy to a complaint under this procedure shall treat it in strict confidence, except in the case of serious threat to life or property which might require disclosure. They shall not discuss it with anyone who is not necessary to the process of resolution, counseling, investigation or disposition. Complainants or respondents who have been provided with copies of the investigative report must also keep it in strict confidence.

Intentional or unnecessary breaches of confidentiality by any person may be subject to disciplinary action by the University of Manitoba.

Accountability

The University Secretary is responsible for advising the President that a formal review of these Procedures is required.

The Executive Director of Human Resources is responsible for the communication, administration and interpretation of these Procedures.

Review

Formal Procedure reviews will be conducted every ten (10) years. The next scheduled review date for these Procedures is April 1, 2014.

In the interim, these Procedures may be revised or rescinded if:

- (a) the Vice-President (Administration) or the President deems necessary; or
- (b) the relevant Bylaw, Regulation(s) or Policy is revised or rescinded.

Effect on Previous Statements

These Procedures supersede:

- (a) all previous Board/Senate Procedures and resolutions on the subject matter herein;
- (b) all previous Administrative Procedures and directives on the subject matter contained herein;
- (c) 223 Sexual Harassment Policy; and
- (d) 236 Human Rights Policy.

5. “THE LABOUR RELATIONS ACT” OF MANITOBA

The following are excerpts from “The Labour Relations Act” of Manitoba:
Section 2(l)(p)

"lockout" includes

- (i) the closing of a place of employment or,
- (ii) a suspension of work, or
- (iii) a refusal by an employer to continue to employ a number of his employees, or
- (iv) a substantial alteration by an employer in the standard cycle or normal pattern of operation in a place of employment, done or made to compel his employees, or to aid another employer to compel his employees, to agree to terms or conditions of employment;

Section 2(l)(v)

"strike" includes

- (i) a cessation of work, or
- (ii) a refusal to work, or
- (iii) a refusal to continue to work, or
- (iv) a refusal to continue the standard cycle or normal pattern of operation in a place of employment, or
- (v) a slow down of work, or

- (vi) an activity in relation to their work that is designed to restrict or limit output, by or on the part of employees in combination or in concert or in accordance with a common understanding for the purpose of compelling their employer to agree to terms or conditions of employment or to aid other employees in compelling the employer of those other employees to agree to terms or conditions of employment, and "to strike" has a corresponding meaning;

"strike-related misconduct" means incitement, intimidation, coercion, provocation, infiltration, surveillance or any similar conduct intended to interfere with, obstruct, prevent, restrain or disrupt the exercise of any right under this Act in anticipation of, or during, a lockout or legal strike.

6. "THE WORKPLACE SAFETY AND HEALTH ACT" OF MANITOBA

The following are excerpts from "The Workplace Safety and Health Act" of Manitoba: Section 43(1) Right to refuse to work. A worker may refuse to perform work at a workplace where he has reasonable grounds to believe and does believe that the particular work is dangerous to his safety or health, or the safety and health of another worker or any other person.

Report of refusal and reasons therefor.

- 43(2) Where in accordance with subsection (1) a worker refuses to work the worker shall forthwith report his refusal and the reasons therefor to the immediate supervisor, foreman or any other person in charge at the workplace.

Recipient of report to carry out inspection.

- 43(3) The person, receiving a report under subsection (2) or a person designated by him shall, together with the worker and at the option of the worker, another person representing the worker, make an immediate inspection of the worksite and take or cause to be taken such action as is necessary to remedy the dangerous conditions. Worker may continue to refuse to work.

- 43(4) Until the dangerous condition reported by a worker under subsection (2) is remedied

- (a) the worker may continue to refuse to perform the particular work that the worker believed to be dangerous; and
- (b) the employer shall not assign or require any other worker to perform the particular work unless that worker has been informed by the first worker, or a safety and health officer, of the worker's refusal to perform the work and the reason thereof.

Report to safety and health officer.

- 43(5) Following completion of an inspection under subsection (3) if the dangerous

condition is not remedied, any of the persons carrying out the inspection may notify a workplace safety and health officer of the refusal to work.

Investigation by safety and health officer.

43(6) Upon receipt of a notification under subsection (5), the workplace safety and health officer shall forthwith carry out an investigation into the matter.

Report by safety and health officer.

43(7) The workplace safety and health officer shall forthwith after completing the investigation under subsection (6), prepare a written report of the findings and forward a copy of the report together with any such order that is necessary, to

- (a) the worker;
- (b) the employer;
- (c) the co-chairpersons of the workplace safety and health committee, or the safety and health representative, as the case may be; and
- (d) the director.

Appeal to Manitoba Labour Board.

43(8) The findings and any order of the workplace safety and health officer made under subsection (7) may be appealed by any person aggrieved thereby to the Manitoba Labour Board, not later than 7 days following the date of the findings or order, as the case may be.

Employer not to make worker work in unsafe conditions.

43(9) Where the employer at a workplace, or his agent, or supervisor, or foreman, or any other person representing the employer at the workplace in a supervisory capacity knows or ought to know, or is made aware of the existence of a condition at the workplace that is or is likely to be unusually dangerous to the safety or health of a worker, he shall not require or permit any worker to perform that work until the dangerous condition is remedied.

Employer may remedy dangerous condition.

43(10) Subject to clause 43(4) (b), nothing in subsection (9) prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in subsection (9).

7. PROFESSIONAL DEVELOPMENT OPPORTUNITIES

Several professional development opportunities are available to graduate students and/or teaching assistants at The University of Manitoba through the Instructional Development Program and University Teaching Services. These opportunities include:

(1) Teaching Assistants' Workshop

With the support of the Office of the Vice President (Academic) and Provost, the Instructional Development Program (IDP) coordinates an annual workshop held for all teaching assistants. Teaching assistants face unique challenges as new teachers, members of teaching teams, and teachers working under the supervision of professors. Frequently, teaching assistants are assigned the complex task of grading students' work. The TA Workshop, held on two consecutive mornings early in the fall term, is designed to provide teaching assistants with practical advice and strategies to help them work effectively with both professors and students to enhance undergraduate education. There is no charge to teaching assistants for this workshop. Registration is required only to ensure adequate planning for seating, handouts and refreshments.

(2) Professional Development Workshops for Graduate Students

In response to requests from graduate students and a wide range of units who provide graduate student services, a series of professional development workshops for graduate students was instituted in 1996. With the support of the Faculty of Graduate Studies, IDP coordinates an annual series of six to eight workshops on a range of topics designed to support the career development of graduate students by preparing them for their present roles as graduate students and their future roles in academic and non-academic settings.

The range of topics includes balancing your expectations and responsibilities as graduate students, planning and managing your graduate program, academic integrity, conflict resolution, writing research proposals, and finding resources on the Internet. There is no fee for this workshop series, which provides an excellent opportunity to discuss important issues with other graduate students.

(3) Certificate in Higher Education Teaching

In collaboration with the Faculty of Graduate Studies, University Teaching Services (UTS) and the Centre for Higher Education Research and Development (CHERD) offer a Certification in Higher Education Teaching (CHET). By providing opportunities to learn and apply a knowledge of teaching and learning, CHET helps academic departments prepare Ph.D. students for the full range of faculty responsibilities and also for other careers where presentation and communication skills are required. Most components of the CHET program are provided at no cost to graduate students. However, some workshop options may involve a small charge, as in the case of the UTS Spring Workshop series.

(4) UTS Spring Workshop Series

Each May, UTS offers workshops on a wide variety of topics relevant to university teaching. These workshops are open to graduate students for a nominal fee that is one-half the faculty rate. ~~In 2002, that rate was \$10 for a half day workshop and \$50 for a full week workshop.~~

8. THE UNIVERSITY OF MANITOBA HUMAN RESOURCES DEPARTMENT

The University of Manitoba Human Resources ~~Department~~ is located in two office locations:

Fort Garry Campus, Room 309 Administration Building, Phone 474-8603

Bannatyne Campus, Room P001 Pathology Building, Phone 789-3690

Employment Office, Room 309 Administration Building

Responsibilities include the recruitment and employment of students for teaching, demonstrating, tutoring and marking positions.

For information on application procedures, please call 474-9552.

9. THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E.) LOCAL 3909

The C.U.P.E. Local 3909 business office is located in ~~Room 136, St. John's College~~ Room 221B University Centre, Fort Garry Campus, The University of Manitoba, Phone 474-8804, Fax 474-7610, ~~Mailing Address—136 St. John's College, 92 Dysart Road, University of Manitoba R3T 2M5~~ Email: cupe3909@gmail.com Website: www.3909.cupe.ca