



UNIVERSITY
OF MANITOBA

University of Manitoba -
Canadian Union of Public Employees
Local 3909 (Sessionals)

2008 - 2011
Collective Agreement

NEGOTIATING COMMITTEE

For the Canadian Union of Public Employees Local 3909 (Sessionals):

Thomas Colbert
Suzanne Grierson
Paula Raposo
Rick Weind

For the University of Manitoba:

Lisa Halket
Elizabeth Ross
Trevor Schultz

COLLECTIVE AGREEMENT

Between:

THE UNIVERSITY OF MANITOBA

(hereinafter called “the Employer”
and/or “the University”)

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 3909 (Sessionals)**

(hereinafter called “the Union”)

FOR THE PERIOD
SEPTEMBER 1, 2008 TO AUGUST 31, 2011

NOTE: Underlined text represents new provisions from the previous (2005 - 2008) Collective Agreement.

ARTICLE	ARTICLE TITLE	PAGE
1	DEFINITIONS	1
2	OBJECTIVES	2
3	RECOGNITION OF BARGAINING AGENT.....	2
4	OBLIGATION OF THE PARTIES TO ACT FAIRLY	2
5	NO STRIKES OR LOCKOUTS	3
6	MANAGEMENT RIGHTS	3
7	UNION RIGHTS, BUSINESS AND USE OF UNIVERSITY FACILITIES.....	3
8	INFORMATION.....	5
9	DEDUCTION OF UNION DUES	5
10	HOLIDAYS	5
11	POSTINGS, SENIORITY AND APPOINTMENT	6
12	ACADEMIC LIBRARIANS AND COUNSELLORS	9
13	ACADEMIC FREEDOM	10
14	WORKING CONDITIONS	10
15	CANCELLATION OF CONTRACTS	11
16	LEAVES	12
17	PERFORMANCE EVALUATIONS	15
18	DISCIPLINE AND DISMISSAL.....	16
19	SALARIES.....	18
20	BENEFITS	23
21	EMPLOYMENT FILE.....	23
22	GRIEVANCES & ARBITRATION	24
23	SAFETY & HEALTH	28
24	LABOUR-MANAGEMENT COMMITTEE	28
25	ABSENT WITHOUT AUTHORIZATION.....	29
26	EMPLOYMENT EQUITY	29
27	PRINTING	29
28	EXPIRATION AND RENEWAL.....	29
	SIGNATORIES	31
	LETTER OF UNDERSTANDING: CLARIFICATION OF THE BARGAINING UNIT, CLAUSE 3.1, EMPLOYEES COVERED BY OTHER CERTIFICATES.....	32
	ADDENDUM	33
	LETTER OF UNDERSTANDING: ONE-TIME ONLY APPLICATION FOR EARLY RIGHT OF FIRST REFUSAL	34

ARTICLE 1. DEFINITIONS

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

- 1.1 "Academic Term" means Summer Session I, Summer Session II, Fall and/or Winter term.
- 1.2 "Agreement" means this Collective Agreement between the University of Manitoba and the Canadian Union of Public Employees Local 3909.
- 1.3 "Appointment" or "Sessional Instructor Appointment" means a sessional or part-time appointment to teach a specific degree credit course in a specific Academic Term. "Librarian Appointment" means a sessional or part-time appointment as a Librarian. "Music Teacher Appointment" means a sessional or part-time appointment to teach in the Faculty of Music.
- 1.4 "Dean" means the dean of a faculty, or his/her delegate or a person authorized to act in that capacity. For the purposes of this Agreement, whenever "Dean/Director" is used, it shall be interpreted as the dean of a faculty, the director of a school or the Director of Libraries.
- 1.5 "Department" means a department in a faculty or school established by the University. For a faculty or a school not organized into departments, "Department" shall be interpreted to mean faculty or school.
- 1.6 "Department Head" means the head of a department, or his/her delegate or a person authorized to act in that capacity. For a faculty or a school not organized into departments, "Department Head" shall be interpreted to mean dean or director. For the Libraries, "Department Head" shall mean head of a department, head of a regional library, coordinator, assistant director or associate director or Director of Libraries, as appropriate.
- 1.7 "Director" means the director of a school and the Director of Libraries, or his/her delegate or a person authorized to act in that capacity.
- 1.8 "Employee(s)" means an employee who is a member of the bargaining unit as defined by Manitoba Labour Board Certificate Number MLB-5259.
- 1.9 "Faculty" means an academic unit which is administered by a dean and shall include the Extended Education Division and Student Affairs.
- 1.10 "Grievance" means a claim by an employee, or by the Union, or by the University that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement.
- 1.11 "Lockout" is as defined in *The Labour Relations Act, R.S.M. 1987 C.110.*

- 1.12 "Strike" is as defined in *The Labour Relations Act*, R.S.M. 1987 c.L10.
- 1.13 "Union" means the Canadian Union of Public Employees (CUPE) Local 3909.
- 1.14 "University" means the University of Manitoba.

ARTICLE 2. OBJECTIVES

- 2.1 The objectives of this Agreement are to promote harmonious relations between the parties, to establish an orderly collective bargaining relationship between the University and the employees represented by the Union, to ensure the peaceful settlement of disputes and grievances and to set forth an agreement covering rates of pay and other working conditions.

ARTICLE 3. RECOGNITION OF BARGAINING AGENT

- 3.1 The University, in accordance with Manitoba Labour Board Certificate No. MLB-5259 dated June 28, 1996, recognizes the Union as the exclusive bargaining agent for all persons holding sessional appointments or employed part-time by the University of Manitoba in the Province of Manitoba performing the work of Instructor I, Instructor II, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor, Librarian and Counsellor, excluding professional employees who practice a profession outside the University and teach only part-time, within their profession, and excluding employees in Non-Degree Credit Programs, and excluding employees covered by other Certificates, those covered by the Collective Agreement between the University of Manitoba Faculty Association and the University of Manitoba, and those excluded by *The Labour Relations Act* of Manitoba.
- 3.2 Individuals who serve as guest speakers in courses for which another person is primarily responsible shall not be included in the bargaining unit.
- 3.3 A sessional employee appointed to a position posted or offered under Article 11 of this Collective Agreement may enroll in up to and including 6 credit hours of study at the University of Manitoba per Academic Term without losing their status under this Collective Agreement.

ARTICLE 4. OBLIGATION OF THE PARTIES TO ACT FAIRLY

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

ARTICLE 5. NO STRIKES OR LOCKOUTS

- 5.1 The Union undertakes that there will be no strike during the term of this Agreement nor will the Union take part in sympathy strikes.
- 5.2 The University undertakes that there will be no lockout during the term of this Agreement.
- 5.3 Employees will not be required to perform duties beyond their normal responsibilities as a result of a legal strike or lockout by another union at the University.

ARTICLE 6. MANAGEMENT RIGHTS

- 6.1 The Union acknowledges, without limiting the generality of the following and without excluding other management rights not specifically set forth, that it is the right of the University to control and supervise all operations and direct all working forces, including the right to determine the employee's ability, skill, competence and qualifications for the job; to hire, discharge, layoff, suspend, discipline, promote, demote or transfer an employee; to control and regulate the use of all equipment and property, and to promote efficiency in all operations; provided, however, that in the exercise of the foregoing rights the University shall not contravene the provisions of this Agreement and shall act in accordance with all applicable legislation.

ARTICLE 7. UNION RIGHTS, BUSINESS AND USE OF UNIVERSITY FACILITIES

7.1 Union Business

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

7.2 Union Representatives

The Union shall keep the University informed at all times as to:

- 7.2.1 the name of any employee who is an officer of the Union and her/his title;
- 7.2.2 the names of any employee who is a Shop Steward or Chief Shop Steward and the area(s) of her/his jurisdiction;
- 7.2.3 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 University; and

7.2.4 the name of any individual who is a CUPE National Representative/Special Assignments Officer.

7.3 **University Representatives**

The University shall provide 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 Human Resources, all University representatives on the labour/management committee, or other joint union/management committees; and all deans, directors and department heads.

7.4 **Union Membership**

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

7.5 **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.

7.6 **No Discrimination**

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

7.7 **Union Meetings**

Employees shall have the right to participate in meetings of the Union as long as such participation does not interfere with or interrupt the employee's performance of her/his primary duties to the University.

7.8 **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 educational functions subject to University policy on the use of facilities and to normal scheduling restrictions.

7.9 **Bulletin Boards**

The Union has the right to use existing University bulletin boards to post notices of meetings and such other notices as may be of interest to employees.

ARTICLE 8. INFORMATION

8.1 The University shall provide the Union with a monthly list stating the name, rank, salary, department address, course number, home address and UM email address (where one exists), and amount of dues deducted for each employee in the bargaining unit.

8.2 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.

8.3 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 s.8.1 or s.8.2, 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 information in the form requested if such data are not already compiled in the form requested, or to supply any confidential information.

ARTICLE 9. DEDUCTION OF UNION DUES

9.1 The University shall deduct from the salary of each employee, as a condition of continued employment, such initiation fees, union dues and other assessments which are established by the Union. These deductions will be mailed to the Treasurer of the Union by the 21st of the following month.

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

9.3 Employees' Income Tax slips (T4 or T4A) shall include the amount of union dues paid by the employee in the previous year.

9.4 The Union will save the University harmless from any claims that may arise either from any deductions from wages in respect of check-off of monthly assessments or any related action taken at the request of the Union.

ARTICLE 10. HOLIDAYS

10.1 The following days will be considered holidays: New Year's Day, Louis Riel Day, Good

Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day so proclaimed by Federal, Provincial or University authorities.

- 10.2 An employee will not receive additional remuneration in the event he/she chooses to work on a holiday.
- 10.3 Where an employee wishes to take time off for religious observances, he/she shall discuss the matter with his/her department head to determine whether the request can be reasonably accommodated.

ARTICLE 11. POSTINGS, SENIORITY AND APPOINTMENT

11.1 The University shall determine which courses will be offered on a sessional basis.

11.2 Competitions shall be open to all qualified applicants.

11.3 Posting

11.3.1 Where the University has determined that a course is to be taught by a sessional appointee, the University shall normally post notice on the Human Resources website's "Employment Opportunities System", normally at least fourteen (14) calendar days in advance of the closing of the competition. Departments will provide written notification of exceptions to Human Resources, and Human Resources will in turn notify the Union. Typical exceptions to the normal posting process include (but are not limited to):

- (i) A position vacancy that is created as a result of sick leave or other leaves of absence (such as maternity leave) where the start date of the position does not allow for the normal posting period plus preparation time for the successful applicant;
- (ii) A position for which an instructor was instrumental in the initiation and design of a course, such as Summer Session Institute and Travel Study courses;
- (iii) A position vacancy that is created by "last minute" circumstances, such as unexpected enrollment increases, additional funding, resignation, etc., where the start date of the position does not allow for the normal posting period plus preparation time for the successful applicant.

11.3.2 The posting shall contain relevant information about the appointment, including the department, course name and number, credit hours, dates on which it commences and finishes, time slot(s), location, qualifications required for the appointment and stipend.

11.3.3 Where an employee has taught the posted course on a sessional basis at least one (1) time

within the preceding two (2) years, he/she will be sent a copy of the posting via regular mail at his/her last known address, or by email, as determined by the employee.

11.3.4 A copy of each job posting notice will be forwarded to the Union.

11.4 **Seniority**

Seniority shall be ranked according to the first date of employment with the University of Manitoba. Beginning May 1, 2009, any employee whose employment terminates may maintain seniority until July 15 of the second academic year subsequent to the last academic year in which he/she was employed. In cases where the employee is dismissed and not reinstated, or voluntarily terminates his/her employment, seniority shall be lost immediately. Where an employee loses his/her seniority and is subsequently rehired, seniority shall be ranked according to the first date of re-employment in the bargaining unit

Seniority shall not be lost if the employee is on an approved leave of absence, which shall normally be for a maximum of one year.

11.5 **Appointment**

The parties recognize the principle of academic excellence. Where two (2) or more applicants for a sessional appointment are, in the opinion of the department head acting in a manner that is fair and reasonable, equally qualified to teach the posted course (having regard to all relevant academic qualifications, including, without limiting the generality of the foregoing, education and expertise in the subject area of the course as evidenced by research, publications, presentations and teaching) the person with the most seniority, as per Article 11.4, shall be appointed.

11.6 **Right of First Refusal (RFR)**

Note: As defined in Article 1, an "Appointment" means a sessional or part-time appointment to teach a specific degree credit course in a specific Academic Term; an Academic Term means Summer Session I, Summer Session II, Fall and/or Winter term.

A Sessional Instructor, who has been appointed to teach the same degree credit course in any five Academic Terms at five different times and has performed satisfactorily in these Appointments, shall earn the right of first refusal for future Appointments in that degree credit course. RFR shall entitle the employee to receive preference for an Appointment teaching that degree credit course when they apply for it under the normal posting procedures and when they were the last employee to hold that Appointment. RFR shall be subject to the following:

11.6.A Earning RFR

1. The above mentioned five Academic Terms shall begin with the Academic Term

starting September 1, 2005;

2. The five academic terms do not need to be consecutive;
3. Teaching two or more sections of a course in one Academic Term counts as one Academic Term for the purposes of earning RFR;
4. Satisfactory work performance is determined by the Department Head, acting in a manner that is fair and reasonable, and supported by performance appraisals and/or University Senate approved evaluation methods;
5. When RFR is first earned, the University will inform the employee in writing, copied to the union;
6. RFR and the determining criteria, i.e. teaching five Appointments in five Academic Terms at five different times, will apply separately to Appointments in Distance Education;
7. RFR will not apply to Librarian Appointments, Music Teacher Appointments, or other non-teaching appointments in this bargaining unit;
8. Course content, course title, and course number may change. Provided that these are minor changes to courses they will not affect the right of first refusal.

11.6.B Invoking RFR

1. When applying for a position posting, an employee who has earned RFR for the posted Appointment shall so indicate on their application/C.V. The employee must have taught the course the last time it was offered in the posted Academic Term as a Sessional Appointment in order to invoke their RFR;
2. If two or more employees have RFR for an Appointment and there is only one Appointment in the Academic Term, the most senior of the two or more employees will be offered the Appointment;
3. In the case of a team-taught course, RFR will apply to an employee hired to teach part of a course, unless the Department Head determines that it is in the best interests of the Department to have one person teach the whole course;
4. RFR applies to an Appointment, not to a specific section, and not to more than one (1) section of that course.

11.6.C Maintaining/Losing RFR

1. Continuing satisfactory performance is required to maintain RFR on a course by course basis. An employee shall normally lose his/her RFR for an Appointment if

the employee fails to perform satisfactorily in that Appointment as determined by performance evaluation(s) conducted in accordance with Article 17, Performance Evaluations.

2. An employee shall lose his/her RFR if the employee is terminated under Article 18, Discipline and Dismissal or if the employee's seniority expires in accordance with section 11.4, Seniority;
3. When RFR is lost, the University will inform the employee in writing, copied to the union.
4. If an employee does not apply under the normal posting procedures or declines an offer of employment under this clause, the employee will not be eligible to invoke RFR for a subsequent posting of the Appointment. However, the employee may apply for the subsequent Appointment and, if the employee is the successful candidate and performs satisfactorily, the employee may then invoke RFR for the next posting of that Appointment.

For information only: As an example, an employee may have RFR for course X taught in term Y. If the employee does not teach the course in Year 1, then he/she may not invoke RFR for the course when posted in Year 2. The employee may, however, apply for the course in Year 2, and if the employee is the successful candidate and performs satisfactorily, then the employee may invoke RFR when the course is posted in Year 3.

5. A Department Head may offer a different but comparable course/Appointment to an employee eligible for RFR where the Department Head determines that it is in the best interests of the Department. In this case, the new course/Appointment may not be posted. Assignment to this new course/Appointment will not cause the employee to lose RFR for the previously taught course in subsequent Academic Terms;
6. An employee on an approved leave of absence when RFR would be applied shall maintain their RFR for the next Appointment;
7. An employee who loses RFR for an Appointment in accordance with 11.6.C.1 or 11.6.C.2 above shall not be able to count any times he/she has taught the course prior to losing RFR toward a future RFR.

ARTICLE 12. ACADEMIC LIBRARIANS AND COUNSELLORS

12.1 Rights, Duties and Responsibilities

Sessional and part-time Academic Librarians and Counsellors are members of an academic community who share the responsibility for the collection, dissemination, and structure of knowledge in the University.

It is the employer's right to determine the job that is to be performed. Academic Librarians and Counsellors will be given a copy of assigned duties at the beginning of their employment appointment.

12.2 Posting

12.2.1 Where the University has determined that a sessional or part-time Academic Librarian or Counsellor position is to be filled for a period of at least six (6) months, the University shall normally post notice on the University bulletin boards designated for such postings, normally at least fourteen (14) calendar days in advance of the closing of the competition.

12.2.2 The posting shall contain relevant information about the appointment, including job location, hours of work, start date and expected end date of the position, and qualifications required.

12.2.3 A copy of each job posting notice will be forwarded to the union.

ARTICLE 13. ACADEMIC FREEDOM

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

13.2 The employee is therefore entitled to freedom in carrying out teaching duties, including but not limited to examining, questioning and engaging in debate on issues related to the subject being taught and freedom from institutional censorship.

13.3 All employees who are primarily responsible for the content and/or presentation of a course shall be accorded academic freedom in the design and/or presentation of that course, subject to University policy and regulations on responsibilities of academic staff to students and in accordance with the course description in the University calendar.

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

ARTICLE 14. WORKING CONDITIONS

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

- 14.2 The department head will facilitate the photocopying of course outlines, examination and test papers, and class hand-outs to an extent consistent with department practice for the same or similar courses, provided the department head considers the photocopying to be reasonable and has given approval.
- 14.3 Assistance with marking will be consistent with departmental guidelines and/or practices for academic staff within the department.

ARTICLE 15. CANCELLATION OF CONTRACTS

15.1 Courses Other than Intersession, Summer Session and Distance Education

15.1.1 Where a dean, department head or administrative equivalent cancels a course other than an Intersession, Summer Session or Distance Education course which an employee has been appointed to teach, the employee affected shall be paid a cancellation fee per course as follows:

- (i) if the cancellation occurs between eight (8) and twenty-one (21) calendar days before the first scheduled class, a cancellation fee of \$275.00;
- (ii) if the cancellation occurs within seven (7) calendar days of the first scheduled class, cancellation fee of \$525.00; and
- (iii) if the cancellation occurs on or after the first scheduled class, a cancellation fee of \$775.00.

15.1.2 No cancellation fee shall be paid for cancellations more than twenty-one (21) calendar days in advance of the first scheduled class.

15.2 Intersession and Summer Session Courses

15.2.1 Where a dean, department head or administrative equivalent cancels an Intersession or Summer Session course which an employee has been appointed to teach, the employee affected shall be paid a cancellation fee per course as follows:

- (i) if the cancellation occurs within seven (7) calendar days of the first scheduled class, a cancellation fee of \$525.00; and
- (ii) if the cancellation occurs on or after the first scheduled class, a cancellation fee of \$775.00.

15.2.2 No cancellation fee shall be paid for cancellations more than seven (7) calendar days in advance of the first scheduled class.

15.3 Distance Education and Aboriginal Focus Program Courses

- 15.3.1 Where a dean, department head or administrative equivalent cancels a Distance Education course or an Aboriginal Focus Program course which an employee has been appointed to teach, the employee affected shall be paid a cancellation fee per course as follows:
- (i) if the cancellation occurs within five (5) calendar days of the commencement of the course, a cancellation fee of \$275.00; and
 - (ii) if the cancellation occurs on or after the commencement of the course, a cancellation fee of \$525.00.
- 15.3.2 No cancellation fee shall be paid for cancellations more than five (5) calendar days in advance of the commencement of the course.
- 15.3.3 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 stipend. An employee shall receive a pro-rated cancellation fee if offered an alternate course with a smaller stipend.

ARTICLE 16. LEAVES

16.1 Sick Leave

- 16.1.1 An employee who is unable to perform his/her duties as a result of illness or injury shall notify his/her department head or arrange to have his/her department head notified as soon as reasonably possible in the circumstances and provide his/her department head with an estimate of the length of his/her absence.
- 16.1.2 The University may at any time require the employee to provide a medical certificate where the employee is unable to perform his/her duties as a result of illness or injury.
- 16.1.3 The University may require the employee to obtain a second medical opinion from a physician mutually agreed upon by the University and the employee. In the event the University and the employee are unable to agree upon a physician, the matter will be referred to a physician mutually agreed to by the University and the Union. The cost of a second medical certificate shall be paid by the University.
- 16.1.4 Leave with pay may be granted at the discretion of the University for short periods of time when employees are unable to perform assigned duties as a result of illness or injury. Employees shall keep their department head informed, weekly or at some other mutually agreeable interval, of the anticipated date for resumption of duties.
- 16.1.4 Sick leave shall not extend beyond the last day of the current academic term or the termination date of the employee's current appointment, whichever is earlier.

16.2 **Maternity Leave**

16.2.1 In order to qualify for maternity leave, a pregnant employee must be working for the University at the time of application and:

16.2.1.1 have successfully completed thirty-nine (39) hours of teaching (i.e., scheduled contact hours in class) with the University;

16.2.1.2 submit to the University 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; and

16.2.1.3 provide the University with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.

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

16.2.2.1 a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in s.16.2.1.3; or

16.2.2.2 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 s.16.2.1.3 and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

16.2.3 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.

16.2.4 An employee who applies for maternity leave may also apply for Maternity Leave Benefits through the Human Resources and Social Development Canada.

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

16.3.1 An employee who has been granted a maternity 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 plus the additional leave without pay is less than or equal to fifty-four (54) weeks.

16.3.2 An employee who wishes to resume her employment on the expiration of leave granted shall be reinstated by the University 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 appointment has ended.

16.4 **Parental Leave**

16.4.1 In order to qualify for parental leave an employee must be working for the University at the time of application and:

16.4.1.1 have successfully completed thirty-nine (39) hours of teaching (i.e., scheduled contact hours in class) with the University;

16.4.1.2 submit to the University 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;

16.4.1.3 provide the University with a statutory declaration that she/he is the primary caregiver of the child.

16.4.2 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.

16.4.3 An employee who applies for parental leave may also apply for Parental Leave Benefits through the Human Resources and Social Development Canada.

16.4.4 An employee who wishes to resume her/his employment on the expiration of leave granted shall be reinstated by the University 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 appointment has ended.

16.5 **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) 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;
 - (2) a parent of the employee's spouse or common-law partner;
 - (3) a current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (4) a current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner;
 - (5) the spouse or common-law partner of a person mentioned in any of clauses (1) to (4); or
 - (6) 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.
- (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 unless the employee's appointment has ended.

ARTICLE 17. PERFORMANCE EVALUATIONS

17.1 Purpose

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

- (i) To assess the employee's performance and to thereby assist the employee in

developing and improving his/her skills: and

- (ii) To insure a standard of acceptable employee performance.

17.2 **Evaluation**

An employee's ongoing work performance will be evaluated at least once per Regular Academic Session.

Appointments in the other sessions, i.e. Intersession, Summer Day Session, and Summer Evening Session, may be evaluated at the discretion of the department head.

17.3 **Notice of Classroom Evaluation**

Where the performance evaluation involves attendance in the classroom, the employee shall be given a minimum of two (2) calendar day's notice of such attendance.

17.4 **Evaluation to be Placed in Employment File**

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

ARTICLE 18. DISCIPLINE AND DISMISSAL

- 18.1 The Employer accepts the concept of progressive discipline. Accordingly employees shall not be disciplined, except as provided for in Clause 18.3, without observance of the following steps:

- (1) **Oral Warning**

The employment supervisor shall meet with the employee for the purpose of discussing and resolving the problem. The employee shall be given reasonable notice by the supervisor that the discussion is an Oral Warning in accordance with this Clause of the Collective Agreement, and that at this meeting the employee has the right to have a representative of the Union present if the employee wishes. It is the responsibility of the employee to contact the Union if he/she desires Union representation. For purposes of clarity the content of an Oral Warning shall be summarized in writing by the Employer to the employee. An Oral Warning shall normally expire after four (4) months of actual work by the employee from the date of its issuance unless further disciplinary action has been taken during that period of time. In exceptional cases (for example, where there are lengthy periods of time between Appointments), the University may remove the Oral Warning before the employee has completed four (4) months of actual work.

(2) **Letter of Warning**

If the problem(s) dealt with in the Oral Warning is/are not resolved, either in whole or in part, or if a different problem(s) arises while an Oral Warning is in effect, 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 shall be given to the employee. The supervisor shall meet with the employee to review the content of the Letter. The employee shall be given reasonable notice by the

supervisor that the discussion will concern a Letter of Warning, and that at this meeting the employee has the right to have a representative of the Union present, if the employee wishes. It is the responsibility of the employee to contact the Union if he/she desires Union representation. A copy of the Letter of Warning is to be sent to Human Resources, 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 Human Resources, which will in turn notify the Union in writing that the Letter of Warning has been removed from the employee's file.

(3) **Suspension**

If after receiving a Letter of Warning the employee fails to improve within the time allowed, or if a different problem(s) arises while a Letter of Warning is in effect, then the employee shall be suspended without pay. Any suspension shall be confirmed in writing to the employee, indicating the duration of the suspension. A copy of the Letter of Suspension is to be sent to Human Resources, which will in turn notify the Union in writing of the suspension.

(4) **Dismissal**

Subsequent to a suspension if the employee fails to improve or if a different problem(s) arises the employee will be dismissed. Any dismissal shall be confirmed in writing to the employee. A copy of the Letter of Dismissal is to be sent to Human Resources, which will in turn notify the Union in writing of the dismissal.

18.2 **Records of Discipline to be Removed**

Where no further disciplinary action against an employee has been taken for normally four (4) months of actual work by the 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. In exceptional cases (for example, where there are lengthy periods of time between Appointments), the University may remove the Oral Warning before the employee has completed four (4) months of actual work.

18.3 **Unacceptable Behaviour**

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

18.4 **Grievances of Discipline**

If an employee feels that any disciplinary action taken against him/her by the Employer is unjust, the employee may grieve in accordance with the grievance procedure as set forth in Article 22.

18.5 **Just Cause**

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

ARTICLE 19. SALARIES

19.1 The minimum stipend (inclusive of 6% vacation and any statutory holiday pay) for six credit-hour courses other than Intersession/Summer Session courses and Distance Education courses is as follows:

Effective May 1, 2009 to August 31, 2009 - \$9,095.06

Effective September 1, 2009 to August 31, 2010 - \$9,358.82

Effective September 1, 2010 to August 31, 2011 - \$9,592.79

- The minimum stipend for three credit-hour courses in Regular Session is as follows:

Effective May 1, 2009 to August 31, 2009 - \$4,547.53

Effective September 1, 2009 to August 31, 2010 - \$4,679.41

Effective September 1, 2010 to August 31, 2011 - \$4,796.40

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

19.2 The minimum stipend (inclusive of 6% vacation and any statutory holiday pay) for six credit-hour courses in Summer Session (including Intersession, Summer Evening and Summer Day) is as follows:

Effective May 1, 2009 to August 31, 2009 - \$7,931.61

Effective September 1, 2009 to August 31, 2010 - \$8,569.71

Effective September 1, 2010 to August 31, 2011 - \$9,592.79

- The minimum stipend for three credit-hour courses in Summer Session is as follows:

Effective May 1, 2009 to August 31, 2009 - \$3,965.81

Effective September 1, 2009 to August 31, 2010 - \$4,284.86

Effective September 1, 2010 to August 31, 2011 - \$4,796.40

19.2.1 The stipend represents total payment for all work required. For record-keeping purposes such as for Records of Employment, hours of work will be deemed to be 48.8 hours of work per course credit-hour to a maximum of 40 hours per week: Effective May 1, 2010, hours of work per course credit-hour will increase to 54.9; effective May 1, 2011, they will increase to 60, in both cases to a maximum of 40 hours per week.

19.3 Effective May 1, 2009 to August 31, 2011, the following stipends (inclusive of 6% vacation and any statutory holiday pay) apply to Distance Education courses including group-based courses, independent study courses, net-based courses and Campus Manitoba courses.

19.3.1 Extended Ed. Group Based Study

Effective May 1, 2009 to August 31, 2009

- \$161.50 per two to three hour audio conference
- \$ 81.00 per one-hour audio conference
- \$90.50 per student, 3 credit hour course
- \$115.50 per student, 4 credit hour course
- \$181.00 per student, 6 credit hour course, 1-2 assignments over two terms - \$90.50

Effective September 1, 2009 to August 31, 2010

- \$166.25 per two to three hour audio conference
- \$ 83.50 per one-hour audio conference
- \$93.00 per student, 3 credit hour course
- \$118.75 per student, 4 credit hour course
- \$186.25 per student, 6 credit hour course, 1-2 assignments over two terms - \$93.00

Effective September 1, 2010 to August 31, 2011

- \$170.50 per two to three hour audio conference
- \$ 85.50 per one-hour audio conference
- \$95.25 per student, 3 credit hour course
- \$121.75 per student, 4 credit hour course
- \$191.00 per student, 6 credit hour course, 1-2 assignments over two terms - \$95.25

19.3.1.1 The stipend represents total payment for all work required. For record-keeping purposes such as for Records of Employment, hours of work will be deemed to be

four hours for a two- to three- hour audio conference session, two hours for a one hour audio conference session, and 2.7 hours per student to a maximum of 40 hours per week.

19.3.2 Extended Ed. Independent Study and Net-based Courses

Effective May 1, 2009 to August 31, 2009

- \$90.50 per student, 3 credit hour course
- \$115.50 per student, 4 credit hour course
- \$181.00 per student, 6 credit hour course, 1-2 assignments over two terms – \$90.50

Effective September 1, 2009 to August 31, 2010

- \$93.00 per student, 3 credit hour course
- \$118.75 per student, 4 credit hour course
- \$186.25 per student, 6 credit hour course, 1-2 assignments over two terms – \$93.00

Effective September 1, 2010 to August 31, 2011

- \$95.25 per student, 3 credit hour course
- \$121.75 per student, 4 credit hour course
- \$191.00 per student, 6 credit hour course, 1-2 assignments over two terms – \$95.25

19.3.2.1 The stipend represents total payment for all work required. For record-keeping purposes such as for Records of Employment, hours of work will be deemed to be 2.7 hours per student to a maximum of 40 hours per week.

19.3.3 Campus Manitoba six credit-hour courses with scheduled class time/tutorial sessions:

A minimum stipend of:

Effective May 1, 2009 to August 31, 2009 - \$7,931.61

Effective September 1, 2009 to August 31, 2010 - \$8,161.63

Effective September 1, 2010 to August 31, 2011 - \$8,365.67

- The minimum stipend for three credit-hour courses:

Effective May 1, 2009 to August 31, 2009 - \$3,965.81

Effective September 1, 2009 to August 31, 2010 - \$4,080.82

Effective September 1, 2010 to August 31, 2011 - \$4,182.84

19.3.3.1 The stipend represents total payment for all work required. For record-keeping purposes such as for Records of Employment, hours of work will be deemed to be 48.8 hours of work per course credit-hour to a maximum of 40 hours per week:

Effective May 1, 2010, hours of work per course credit-hour will increase to 54.9; effective May 1, 2011, they will increase to 60, in both cases to a maximum of 40 hours per week.

19.3.4 Campus Manitoba courses without scheduled class time/tutorial sessions:

Effective May 1, 2009 to August 31, 2009

- \$90.50 per student, 3 credit hour course
- \$115.50 per student, 4 credit hour course
- \$181.00 per student, 6 credit hour course, 1-2 assignments over two terms –
\$90.50

Effective September 1, 2009 to August 31, 2010

- \$93.00 per student, 3 credit hour course
- \$118.75 per student, 4 credit hour course
- \$186.25 per student, 6 credit hour course, 1-2 assignments over two terms –
\$93.00

Effective September 1, 2010 to August 31, 2011

- \$95.25 per student, 3 credit hour course
- \$121.75 per student, 4 credit hour course
- \$191.00 per student, 6 credit hour course, 1-2 assignments over two terms –
\$95.25

19.3.4.1 The stipend represents total payment for all work required. For record-keeping purposes such as for Records of Employment, hours of work will be deemed to be 2.7 hours of work per student to a maximum of 40 hours per week.

19.4 The minimum stipend (inclusive of 6% vacation and any statutory holiday pay) for Extended Studies and Inter-Universities North six credit-hour courses is as follows:

Effective May 1, 2009 to August 31, 2009 - \$7,931.61

Effective September 1, 2009 to August 31, 2010 - \$8,569.71

Effective September 1, 2010 to August 31, 2011 - \$9,592.79

- The minimum stipend for three credit-hour courses is as follows:

Effective May 1, 2009 to August 31, 2009 - \$3,965.81

Effective September 1, 2009 to August 31, 2010 - \$4,284.86

Effective September 1, 2010 to August 31, 2011 - \$4,796.40

19.5 **Salaries for Librarians**

The minimum hourly rate for Librarians will be as follows:

Effective February 28, 2009 to August 31, 2009 - \$25.54 + 6%

Effective September 1, 2009 to August 31, 2010 - 26.28 +6%
Effective September 1, 2010 to August 31, 2011 - 26.94 +6%

The maximum hourly rate for Librarians will be as follows:

Effective May 1, 2009 to August 31, 2009 - \$28.31 + 6%
Effective September 1, 2009 to August 31, 2010 - 29.13 +6%
Effective September 1, 2010 to August 31, 2011 - 29.86 +6%

- 19.5.1 After completion of 1820 hours of work, Librarians will be eligible to receive an increment of 3.5% of their hourly wage. Librarians will be eligible to receive up to three such increments, up to the maximum hourly rate, with each increment to be effective after the completion of an additional 1820 hours of work. Work hours towards an increment shall accumulate from appointment to appointment provided that there is less than two (2) years between appointments. On this basis, minimum hourly rates with increments will be:

Effective February 28, 2009 to August 31, 2009:
Upon Completion of 1820 hours - \$26.43 +6%
Upon Completion of 3640 hours - \$27.36 +6%
Upon Completion of 5460 hours - \$28.31 +6%

Effective September 1, 2009 to August 31, 2010:
Upon Completion of 1820 hours - \$27.20 +6%
Upon Completion of 3640 hours - \$28.15 +6%
Upon Completion of 5460 hours - \$29.13 +6%

Effective September 1, 2010 to August 31, 2011:
Upon Completion of 1820 hours - \$27.88 +6%
Upon Completion of 3640 hours - \$28.85 +6%
Upon Completion of 5460 hours - \$29.86 +6%

- 19.5.2 An increment may be withheld if performance is determined to be unacceptable and the employee is so informed prior to the effective date of the increment.
- 19.5.3 Librarians appointed for periods of less than twelve months shall have their vacation pay (6%) added to each pay cheque. Librarians appointed for a period of twelve months or more will receive paid vacation days equivalent to 6% vacation pay. Librarians receiving vacation pay and having a subsequent appointment may request and if circumstances permit shall be granted a leave of absence without pay for a maximum of three weeks.
- 19.5.4 In recognition that the above hourly rates are being implemented with the 2002 - 2005 Collective Agreement, the Employer agrees that all Librarians paid above the maximum hourly rate as of the date of ratification shall have their salary protected and shall receive general wage increases on a present incumbent only basis.

19.6 Salaries for Music Teachers

Music Teachers will be paid an hourly rate for actual hours spent teaching students, with said payment representing total payment for all work required of the position. Actual hours spent teaching students will be used for record keeping purposes such as Records of Employment.

Hourly rates, including vacation pay, in effect as of February 28, 2009 shall be a minimum of \$54.11 per hour in their first year of teaching for the University, a minimum of \$59.52 per hour beginning with their fifth consecutive year of teaching, a

minimum of \$64.93 per hour beginning with their tenth consecutive year of teaching, and a minimum of \$70.34 beginning with their fifteenth consecutive year of teaching.

Hourly rates, including vacation pay, in effect as of September 1, 2009 shall be a minimum of \$55.68 per hour in their first year of teaching for the University, a minimum of \$61.25 per hour beginning with their fifth consecutive year of teaching, a minimum of \$66.81 per hour beginning with their tenth consecutive year of teaching, and a minimum of \$72.38 beginning with their fifteenth consecutive year of teaching.

Hourly rates, including vacation pay, in effect as of September 1, 2010 shall be a minimum of \$57.07 per hour in their first year of teaching for the University, a minimum of \$62.78 per hour beginning with their fifth consecutive year of teaching, a minimum of \$68.48 per hour beginning with their tenth consecutive year of teaching, and a minimum of \$74.19 beginning with their fifteenth consecutive year of teaching.

ARTICLE 20. BENEFITS

20.1 Staff Benefits

The present staff benefits currently in effect consisting of the Group Term Life Insurance, Group Term Dependent Insurance, Group Health Insurance Renewable Term, Basic AD&D, Voluntary AD&D, Dental Service Plan (part-time), University of Manitoba Long Term Disability Income Plan, University of Manitoba Pension Plan (1993), shall continue to cover eligible employees for the duration of this Collective Agreement unless changed by a recommendation of the Staff Benefits Committee and approval of the Board of Governors.

20.2 UM EAP Coverage

All employees covered by the Collective Agreement are entitled to coverage under the University of Manitoba Employee Assistance Program (UM EAP).

20.3 **UM EAP Advisory Committee**

The Union, CUPE 3909, 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 3909, i.e. said representative will represent both Unit 1 (CUPE-TA Unit) and Unit 2 (CUPE-Sessional Unit).

ARTICLE 21. EMPLOYMENT FILE

- 21.1 An employment file consisting of items relating to employment shall be established and maintained for each employee in the Bargaining Unit.
- 21.2 Employment file shall mean the employee's official employment file established and maintained by the Employer's Human Resources.
- 21.3 When an employee requests that her/his current curriculum vitae be placed in her/his employment file and provides a copy of same to the Human Resources the said request shall be complied with.
- 21.4 It is the responsibility of the employee to keep the Human Resources and her/his department head informed of her/his current address.
- 21.5 Upon written request to the Human Resources an employee and, if the employee so desires, a designated representative of the Union shall have the right to inspect the contents of her/his employment file except for confidential information.
- 21.5.1 If the employee so wishes, she/he may add any employment related documents to her/his employment file.
- 21.5.2 Confidential information shall consist of any or all of the following:
- (i) personal health information
 - (ii) letters of reference
 - (iii) information considered confidential by any University policy or by-law.
- 21.6 No information contained in an employment file shall be made available to anyone outside of the University of Manitoba except as authorized in writing by the employee or as required by law. Confidential information, excluding personal health information, may be made available to the employee's department head, the Senior Administrative Officers of the University, and their excluded managerial and confidential staff. Personal health information about an employee shall not be released to any person without the consent of the employee. Any other request for confidential information will require authorization in writing by the employee.

- 21.7 When an employee ceases to be a member of the Bargaining Unit, no information contained in his/her employment file shall be made available to anyone outside of the University of Manitoba except as authorized in writing by the employee or as required by law.

ARTICLE 22. GRIEVANCES & ARBITRATION

22.1 Obligation of the Parties

Should any dispute arise between the University and the Union as to the meaning and application of the provisions of this Agreement, it is agreed by the parties that there shall be no slowdown or stoppage of work on account of such dispute, and an earnest effort shall be made to settle without delay any such dispute in accordance with the procedure provided herein.

22.2 University Grievances

- 22.2.1 In the event that the University believes that the terms and conditions of this Agreement have been violated, misinterpreted or improperly applied, the dean/director, or where appropriate, a vice-president, shall, after consultation with the Staff Relations Officer, Human Resources or his/her designate, present a grievance in writing to the President of the Union with a copy to the CUPE National Representative, within ten (10) working days of the event giving rise thereto or the date on which the University first knew or reasonably should have known of such event if that date is later.

- 22.2.2 If the matter is not resolved to the satisfaction of the University within twenty (20) working days of the Union having received the grievance, the University may submit the grievance to binding arbitration as provided by this article. The Union shall be notified in writing of such action.

22.3 Union Grievances

- 22.3.1 In the event that the Union believes that the terms and conditions of this Agreement have been violated, misinterpreted or improperly applied, the Union shall present a grievance in writing to the Vice-President (Administration), with a copy to the Staff Relations Officer, Human Resources of the University, within ten (10) working days of the event giving rise thereto or the date on which the Union first knew or reasonably should have known of such event if that date is later.

- 22.3.2 If the matter is not resolved to the satisfaction of the Union within twenty (20) working days of the University having received the grievance, the Union may submit the grievance to binding arbitration as provided by this article. The University shall be notified in writing of such action.

22.4 **Employee Grievances**

22.4.1 **Stage 1** - It is understood and expected that an employee will discuss with her/his department head any matter relating to an alleged grievance. The department head shall notify her/his dean of any complaint giving rise to such a discussion. This discussion is to be informal in nature and directed at improving communication and solving problems. The department head shall notify her/his dean/director of the result of this discussion. In cases where there is no department head, such informal discussion shall be held with the dean/director.

22.4.2 **Stage 2** - An employee who is not satisfied with the solution arising from the informal discussion at Stage 1 and who believes that she/he has a grievance shall, within twenty

(20) working days of the event giving rise thereto or the date on which the employee first knew or reasonably should have known of such event if that date is later, consult the Union, and the Union shall submit a written grievance report to the dean/director which sets forth:

22.4.2.1 the particulars of the grievance including the name(s) of the person(s) involved, the date(s) of the alleged violation(s) and the facts upon which the grievance is based;

22.4.2.2 the remedy sought;

22.4.2.3 the result of the informal stage; and

22.4.2.4 the article(s) of this Agreement relied upon or claimed to have been violated, misinterpreted or improperly applied.

The Union shall deliver the grievance report to the employee's dean/director with a copy to the Staff Relations Officer. The dean/director shall have ten (10) working days from the date of receipt of the grievance report in which to render a decision in writing.

The dean/director shall attempt to meet with the employee or Union representative prior to rendering a decision.

22.4.3 **Stage 3** - If the decision at Stage 2 does not resolve the grievance and the Union wishes to proceed with the grievance, the Union shall refer the matter to the Vice-President (Administration) within ten (10) working days from the date of receipt of the Stage 2 decision. The referral shall be in writing and shall include a copy of the grievance report filed in Stage 2, a copy of the decision of the dean/director and a statement of the reason for the disagreement with the decision. Within ten (10) working days of the receipt of the referral, the Vice-President shall call a meeting with representatives of the Union. The Vice-President shall, within ten (10) working days after the meeting, submit a decision in writing to the parties concerned.

22.4.4 **Stage 4** - If the decision at Stage 3 does not resolve the grievance, the Union may, within ten (10) working days of the receipt of the decision, submit the matter to binding arbitration. The Union shall notify the Staff Relations Officer, in writing of such action.

22.5 **Time Limits**

22.5.1 The time limits specified in the foregoing provisions may be waived by the parties upon agreement.

22.5.2 Where, pursuant to s.22.2.2, 22.3.2, or 22.4.4, either party requests that a grievance be submitted to arbitration, the matter shall be heard by a single arbitrator.

22.6 **Selection of an Arbitrator**

22.6.1 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. Michael Werier
c/o D'Arcy & Deacon
Barristers & Solicitors
1200 - 330 St. Mary Avenue
Winnipeg, Manitoba R3C 4E1
(Telephone: 925-5359)
2. Mr. Arne Peltz
Gange, Goodman and French
444 St. Mary Avenue
Winnipeg, Manitoba R3C 0B9
(Telephone: 953-5408, fax: 779-4329)

22.6.2 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

22.7 **Costs**

22.7.1 Each party shall bear the expenses of its representatives, participants and witnesses and of the preparation and presentation of its own case. The fees and expenses of the arbitrator, the hearing room and any other expenses incidental to the arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities whenever possible.

22.7.2 The decision of the arbitrator shall be final and binding upon the employees, the Union and the University.

22.8 **Authority**

The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give him/her specific authority to do so or to make an award which has such effect.

ARTICLE 23. SAFETY & HEALTH

23.1 **Provision for Safety and Health**

The University 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.

23.2 **Safety Equipment**

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

23.3 **Unsafe Work**

No employee shall be disciplined for exercising her/his rights under s.43 of *The Workplace Safety and Health Act* of Manitoba.

23.4 **Safety Committee**

The Union shall have the right to participate in the University of Manitoba Workplace Health and Safety Advisory Committee in accordance with *The Workplace Safety and Health Act* of Manitoba.

ARTICLE 24. LABOUR-MANAGEMENT COMMITTEE

24.1 **Purpose**

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

24.2 **Committee**

The Union and the University 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.

24.3 **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 Agreement. The Committee shall have the power to make recommendations only.

24.4 **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 25. ABSENT WITHOUT AUTHORIZATION

25.1 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 26. EMPLOYMENT EQUITY

26.1 In keeping with the requirements of the Federal Contractors Program, to which the University is committed, the University and the Union agree to the principle of employment equity for women, visible minorities, Aboriginal peoples and persons with disabilities at the University of Manitoba. This principle promotes opportunities for members of the above groups and opposes systemic barriers to the full participation of the above groups in the workplace of the University of Manitoba.

ARTICLE 27. PRINTING

27.1 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. Wherever possible, if the agreement is to be printed, such work will be done in a unionized shop.

ARTICLE 28. EXPIRATION AND RENEWAL

28.1 Term of Collective Agreement

This Collective Agreement shall be in effect from the 1st day of September, 2008, and shall continue in force until the 31st day of August, 2011.

28.2 Changes in Collective Agreement

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

28.3 Notice of Renewal

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

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

IN WITNESS WHEREOF the Parties have caused these presents to be executed:

FOR THE UNIVERSITY OF MANITOBA on the _____ day of _____, 2009.

Mr. Terry Sargeant,
Chairman, Board of Governors

Mrs. Deborah McCallum,
Vice-President (Administration)

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3909 on the _____ day of _____, 2009.

Mr. Thomas Colbert, President

Ms. Paula Raposo, National Representative

LETTER OF UNDERSTANDING

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3909
CUPE-SESSIONAL UNIT**

**RE: CLARIFICATION OF THE DEFINITION OF THE BARGAINING UNIT,
CLAUSE 3.1 - EMPLOYEES COVERED BY OTHER CERTIFICATES**

The University of Manitoba and the Canadian Union of Public Employees Local 3909, CUPE-Sessional Unit, hereby agree to the following clarification of employees to be included in the Bargaining Unit:

The Parties recognize that the employment of members of the University of Manitoba Faculty Association and the employment of students registered at the University of Manitoba are not covered by the CUPE-Sessional Unit.

Where a current employee of the University of Manitoba employed in any other University bargaining unit applies for and is selected for a posting in the CUPE 3909 Unit 2 (CUPE-Sessional) bargaining unit, and where the teaching of Degree Credit courses is not a part of their regular assigned duties, the employment described in the posting shall be deemed to fall under the CUPE-Sessional Collective Agreement.

SIGNED By the University of Manitoba this ____ day of _____, 2009.

SIGNED By the Canadian Union of Public Employees Local 3909 this ____ day of _____, 2009.

For the University of Manitoba:

For the Canadian Union of Public
Employees
Local 3909

Ms. Lisa Halket, Staff Relations Officer

Ms. Paula Raposo, National Representative

Mrs. Deborah McCallum,
Vice-President (Administration)

Mr. Thomas Colbert, President

**ADDENDUM TO THE
SEPTEMBER 1, 2008 TO AUGUST 31, 2011
COLLECTIVE AGREEMENT**

BETWEEN:

THE UNIVERSITY OF MANITOBA (UM)

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3909 (CUPE 3909) Unit 2**

1. Article 19 - Minimum Stipends and Librarian & Music Teacher Minimum Rates - 2.5% Increase

For the period May 1, 2009 to August 31, 2009, the Minimum Stipends and Librarian and Music Teacher Minimum Rates shall be increased by 2.5% as set forth in Article 19 of the Collective Agreement.

2. Article 19 - Minimum Stipends and Librarian & Music Teacher Minimum Rates – 2.9% Increase

For the period September 1, 2009 to August 31, 2010, the Minimum Stipends and Librarian and Music Teacher Minimum Rates shall be increased by 2.9% as set forth in Article 19 of the Collective Agreement.

3. Article 19 - Minimum Stipends and Librarian & Music Teacher Minimum Rates - 2.5% Increase

For the period September 1, 2010 to August 31, 2011, the Minimum Stipends and Librarian and Music Teacher Minimum Rates shall be increased by 2.5% as set forth in Article 19 of the Collective Agreement.

4. Article 19 – Summer Session and Extended Studies/Inter-Universities North Minimum Rates – Phased-In Equalization

Effective May 1, 2010, rates in sections 19.2 and 19.4 will be increased by an additional 5%. Effective May 1, 2011, rates in sections 19.2 and 19.4 will be increased to equal those of September 1, 2010 regular session.

LETTER OF UNDERSTANDING

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3909 UNIT 2
(CUPE-Sessional)**

**RE: ONE-TIME ONLY APPLICATION FOR EARLY RIGHT OF FIRST
REFUSAL**

In Collective Bargaining for the UM-CUPE-Sessional 2005 - 2008 Collective Agreement, during discussions on the issue of applying the concept (Article 11) of Right of First Refusal, concerns were raised regarding the University's proposal that the course must be taught successfully for five sessions starting September 1, 2005.

In order to reach a collective agreement, the parties hereby agree as follows:

TERMS OF AGREEMENT

1. This Letter of Understanding will apply only if the proposed collective agreement is ratified by the Union membership.
2. For twenty (20) working days following the ratification of the collective agreement, individual members of the bargaining unit who have taught the same course successfully for a minimum of five sessions in the last five years (September 1, 2000 to September 1, 2005) may choose to request that the Right of First Refusal be granted beginning September 1, 2006, herein referred to as "the Early Right of First Refusal".
3. Such a request must be made in writing to the Dean/Director of the Faculty/School in which the course was offered. The request will include such evidence of satisfactory teaching as the applicant considers necessary, including but not limited to student evaluations (i.e. SEEQ scores), course outlines and any pertinent course material, and information on the course and the time frames of the five or more times that it was previously taught. The Dean/Director or his/her designate will review the request. In consideration of this request the Dean/Director will consult with the department head, who may provide the Dean/Director with additional information pertaining to the applicant's teaching performance.

4. If the request is approved, the employee will receive Right of First Refusal for courses beginning September, 2006 according to the process set out in Clause 11.6 of the CUPE-Sessional agreement.
5. If the request is denied, the employee may, within ten (10) working days of the receipt of the denial in writing, file a written appeal with the Dean/Director which states the reasons for the appeal. Appeals will be heard within twenty (20) working days of their submission. The appeal will be reviewed by a four (4) person panel with two representatives selected by the President of CUPE-Sessional and two persons selected by the Dean/Director. The Appeal Panel will submit its decision to the applicant and the Dean/Director in writing.
6. If the appeal is sustained, the employee will receive Right of First Refusal for courses beginning September, 2006 according to the process set out in Clause 11.6 of the CUPE-Sessional agreement.
7. If the appeal is denied, the employee may file a grievance in accordance with Article 22 of the UM-CUPE-Sessional Collective Agreement.

Signed by the University of Manitoba this _____ day of _____, 2006.

Signed by CUPE-Sessional this _____ day of _____, 2006.

For The University of Manitoba:

For CUPE-Sessional:

Mr. P. Matthes, Staff Relations Officer,
Human Resources

Mr. Bill Sumerlus, National
Representative

Mrs. Deborah McCallum,
Vice-President (Administration)

Ms. Dorothy Wigmore, President