



UNIVERSITY OF MANITOBA

University of Manitoba
Canadian Union of Public Employees
Local 3909 (Sessionals - Unit #2)

2018 - 2022
Collective Agreement



COLLECTIVE AGREEMENT

Between:

THE UNIVERSITY OF MANITOBA

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

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 3909 (Sessionals - UNIT #2)**

(hereinafter called the “Union”)

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

NEGOTIATING COMMITTEE

For the Canadian Union of Public Employees Local 3909 (Sessionals - UNIT #2):

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ARTICLE 1. DEFINITIONS

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

- 1.1 "Academic Term" means one of Summer Session, Fall or Winter Term.
- 1.2 "Academic Year" means the period from July 1st to June 30th.
- 1.3 "Agreement" means this Collective Agreement between the University of Manitoba and the Canadian Union of Public Employees Local 3909.
- 1.4 "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. "Counsellor Appointment" means a sessional or part-time appointment as a Counsellor.
- 1.5 "Dean" means the dean of a faculty or college, or their designate or a person authorized to act in that capacity. For the purposes of this Agreement, whenever "Dean" is used, it shall be interpreted as the dean of a faculty or college, the director of a school or the University Librarian.
- 1.6 "Department" means a department, program or centre established by the University in a faculty, college or school. For a faculty, college, or school not organized into departments, "Department" shall be interpreted to mean a faculty, college or school. Academic and Administrative Units outside of a faculty, college or school which are to be treated as "Departments" will be confirmed by mutual agreement between the parties.
- 1.7 "Department Head" means the head of a Department, or designate. For a Faculty, College or School not organized into Departments, "Department Head" means dean, director or designate.
- 1.8 "Employee(s)" means an employee who is a member of Bargaining Unit #2 as defined by Manitoba Labour Board Certificate Number MLB-5259.
- 1.9 "Employer" means the University of Manitoba.
- 1.10 "Employment Supervisor" shall mean the Department Head or designate.
- 1.11 "Faculty", "College" or "School" means an Academic Unit which is administered by a Dean or Senate approved alternative.
- 1.12 "Lockout" is as defined in The Labour Relations Act, R.S.M. 1987 c.L10.
- 1.13 "Strike" is as defined in The Labour Relations Act, R.S.M. 1987 c.L10.
- 1.14 "Union" means the Canadian Union of Public Employees (CUPE) Local 3909.

ARTICLE 2. OBJECTIVES

2.1 Purpose of Agreement

The purpose of this Collective Agreement is to promote a harmonious relationship and establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union, to ensure the peaceful settlement of disputes and grievances and to set forth an agreement covering rates of pay and other working conditions which shall supersede all other agreements between the Employer and the employees represented by the Union.

ARTICLE 3. SCOPE AND RECOGNITION

3.1 Bargaining Unit

The Employer, in accordance with 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 Guest Speakers

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 Excluded Practicing Professionals

Practicing Professionals will be excluded from this Bargaining Unit if they meet all three of the following conditions of employment:

- (a) They are a member of a professional body that licenses and regulates their profession by statute.
- (b) They have provided evidence that they are a current member in good standing of the body set out in subsection (a) above.
- (c) They are actively practicing their profession while teaching at the University.

A Practicing Professional who does not meet all three of the above criteria will be considered as a member of the Bargaining Unit and will be subject to the terms and conditions of this Collective

Agreement. It is the responsibility of the Employer to ensure that the exclusion of a Practicing Professional meets the conditions set out above.

ARTICLE 4. OBLIGATION OF THE PARTIES TO ACT FAIRLY

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

ARTICLE 5. NO STRIKES OR LOCKOUTS

5.1 No Strikes

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

5.2 No Lockouts

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

5.3 Performance of Duties During Strike of Another Union

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

ARTICLE 6. MANAGEMENT RIGHTS

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

ARTICLE 7. UNION MEMBERSHIP

7.1 Employee's Right to Union Membership

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

7.2 No Discrimination

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

7.3 Union Solicitation

The Union agrees that there shall be no solicitation for membership in the Union nor shall other Union activity take place on the premises of the Employer in such a way that would disrupt any employee's work during the employee's working hours.

ARTICLE 8. DEDUCTIONS OF UNION DUES

8.1 Union Deductions

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

8.2 New Employees

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

8.3 Income Tax Slips

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

8.4 Inquiries

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

8.5 Indemnification

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

ARTICLE 9. INFORMATION TO THE UNION

9.1 Information

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

- (a) Monthly Report - provided within ten (10) working days of the last payroll of the month and containing information on all employees in the Bargaining Unit as of the last day of the last pay period in each month. This includes:
- (i) Contact information including employee name, employee number, employing department(s) contact information, home address, personal telephone number and area code, employee email addresses, and bargaining unit number;
 - (ii) Monthly dues deducted and salary and dues accumulated year to date;
 - (iii) Appointment details including course name, numbers and sections.
 - (iv) CUPE start date and University last hire date; and
- (b) CUPE Hires Report - provided on a bi-weekly basis and containing information as of the last date of the previous report. This includes:
- (i) Hiring information including job posting number, exceptions to posting, date of offer, faculty, school, department or other employing body; and
 - (ii) Appointment details including posting number, course name, number and section(s), credit hours per course (where applicable), and wage/stipend per appointment.
- (c) Excluded Report (anonymized) - provided on a per term basis and containing information as of the previous report including posting number (if applicable), course name, number and section(s), faculty, department, start and end date, reason for exclusion as provided for in Clause 3.3.

9.2 Information Required by Statute

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

9.3 Employment Equity Data

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

ARTICLE 10. UNION RIGHTS

10.1 Union Business

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

10.2 Union Meetings

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

10.3 University Facilities

The Employer agrees to allow the Union to use University facilities without charge 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.

10.4 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.

10.5 Union Representatives

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

- (a) The name of any employee who is a member of the Local Union Executive and/or an employee who has been authorized in writing by the Local Union Office to deal directly with the Employer.
- (b) The name of any employee who is on a grievance, negotiation, Labour/Management, or other committee, provided that the committee must deal directly with the Employer; and
- (c) The name of any individual who is a CUPE National Representative.

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

10.7 **Union Duties**

The Employer recognized the role of the employees who represent the Union and shall not discriminate against them.

10.8 **Leave of Absence For Union Business**

- (a) The Employer, upon written application by the Union, will grant a leave of absence without pay to employees elected or appointed to represent the Union at conventions, conferences, seminars, etc. provided that the employee's Department Head/Director or designate is satisfied there will not be an unreasonable disruption of work.
- (b) Upon application, an employee on a leave of absence for Union business may have salary and benefits continued and the Employer shall bill the Union for the cost of same. The Union shall reimburse the Employer within thirty (30) calendar days of receipt of billing.
- (c) An employee who is appointed, selected or elected to work for CUPE Local 3909 or the CUPE National organization may request a leave of absence without pay for up to a maximum of one (1) year. Such a request will not be unreasonably denied. Employees on such a leave of absence without pay will maintain seniority and right of first refusal rights during this period.

ARTICLE 11. LABOUR/MANAGEMENT COMMITTEE

11.1 **Purpose**

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

11.2 **Committee**

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

11.3 **Mandate**

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

11.4 **Meetings**

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

ARTICLE 12. SENIORITY

12.1 Seniority Defined

- (a) Seniority shall be defined as the employee's numerical ranking on the Seniority List with the lowest number on the list having the greatest seniority and the highest number on the list having the least seniority.
- (b) Effective November 13, 2013, seniority shall be ranked according to the first date of employment within the CUPE 3909 (Unit 2) bargaining unit at the University of Manitoba.
- (c) Employees with the same start date in the bargaining unit, shall be ranked by number using the last six (6) digits of the employee's university ID number (reversed with the lowest number having the greater seniority).
- (d) Employees hired into the bargaining unit prior to November 13, 2013 will have their seniority grandfathered.

12.2 Seniority Lists

- (a) The Employer shall post on the University of Manitoba webpage for all Unit 2 employees seniority lists for the Bargaining Unit three times per year as follows:
 - (i) Seniority as at the pay period ending on or before January 15th - to be posted on or before February 1st; and
 - (ii) Seniority as at the pay period ending on or before May 15th - to be posted on or before June 1st; and
 - (iii) Seniority as at the pay period ending on or before September 15th – to be posted on or before October 1st.
 - (iv) A copy of the lists will be sent to the Union.

12.3 Loss of Seniority

- (a) Effective July 16, 2013, any employee whose employment becomes inactive will maintain seniority for eighteen (18) months (effective January 1, 2021, twenty-four (24) months) from the end date of their last appointment. In cases where the employee is dismissed and not reinstated, or voluntarily terminates their employment electronically or in writing, seniority shall be lost immediately.
- (b) Where an employee loses their seniority and is subsequently rehired, seniority shall be ranked according to the first date of re-employment in the bargaining unit.
- (c) Seniority shall not be lost if the employee is on an approved leave of absence.

ARTICLE 13. RIGHT OF FIRST REFUSAL

13.1 Right of First Refusal (RFR)

- (a) A Sessional Instructor, who has been appointed to teach the same degree credit course in a specific department in any three (3) separate Academic Terms and has performed satisfactorily in those Appointments, shall earn the Right of First Refusal (RFR).
- (b) RFR may apply to a portion of a course in cases of team-teaching, shared spanned courses and courses divided into units or topics. This will be stipulated in the letter confirming RFR.

13.2 Purpose of RFR

- (a) RFR entitles the Sessional Instructor to receive future offers of Appointment to teach one (1) section of that degree credit course per Academic Term when the course is offered as a Sessional Instructor Appointment.
- (b) The position will not be posted prior to determining whether the offer(s) has been accepted by the Sessional Instructor(s) with RFR for the Appointment.

13.3 Transition from RFR 1 and RFR 2

Sessional Instructors who have earned RFR 1 or RFR 2 prior to September 1, 2015 (even if the awarding of RFR 1 or RFR 2 took place after September 1, 2015) shall maintain their Right of First Refusal. As of January 1, 2016, RFR 1 and RFR 2 shall be called RFR and subject to the provisions of this Article.

13.4 Earning RFR

- (a) Each Appointment satisfactorily completed since September 1, 2011 will be credited towards the earning of RFR, provided the last time the Sessional Instructor taught the course was no more than five (5) years ago. In order to earn RFR, at least one Appointment must be taught after January 1, 2016.
- (b) The three (3) Academic Terms do not need to be consecutive.
- (c) Teaching two (2) or more sections of a course in one (1) Academic Term counts as one (1) Appointment for the purpose of earning RFR.
- (d) Satisfactory work performance is determined by the Department Head, acting in a manner that is fair and reasonable, and supported by performance evaluations conducted in accordance with Article 18.
- (e) An employee will have RFR confirmed in the following manner:
 - (i) When RFR is first earned, the Dean/Director will inform the Sessional Instructor in writing by March 1st for a course completed in the Fall term, by July 1st for a course completed in the Winter term, and by

November 1st for a course completed in the Summer term and send a copy to the Union.

- (ii) When an employee has not been sent timely notice in accordance with this clause, they shall be deemed to have achieved RFR.
 - (iii) Human Resources will provide the Union with a list of employees with RFR and the course(s) to which it applies after each Academic Term.
 - (iv) When RFR is not earned after the Sessional Instructor has taught the course three (3) times, the Dean/Director will so inform the Sessional Instructor in writing providing reasons for their decision. Human Resources will advise the Union in writing within ten (10) working days of the letter being issued.
- (f) RFR will apply separately to Appointments in Distance and Online courses unless otherwise mutually agreed by the Employer and the Union.
- (g) RFR will not apply to Librarian, hourly paid Music Teacher, or Counsellor Appointments.
- (h) Course content, course title and course number may change. Provided that these are minor changes they will not affect RFR. If changes are significant enough to affect RFR, the Sessional Instructor and the Union will be advised in writing.

13.5 **Using RFR**

- (a) Where more than one Sessional Instructor has RFR for the same degree credit course the sections will be offered in order of seniority.
- (b) In the case of a team-taught course, a Sessional Instructor will be eligible to earn and apply RFR for the portion of the course they teach. If the Department Head determines that it is in the best interests of the Department to have one (1) Sessional Instructor teach the whole course, it will be offered to those Sessional Instructors with RFR for a portion of the course in order of seniority, provided they are qualified to teach the whole course.
- (c) RFR applies to an Appointment, not to a specific section, and not to more than one (1) section of that course per Academic Term. A Sessional Instructor with RFR may still apply for other sections of that course and compete based on their qualifications and seniority.
- (d) RFR may not be used until the second term following the term in which the Sessional Instructor earned RFR. For example, if a Sessional Instructor earns RFR in the Fall Term, it cannot be used until the following Summer Session Term. If a Sessional Instructor earns RFR in the Winter Term it cannot be used until the following Fall Term and if a Sessional Instructor earns RFR in the Summer Session Term it cannot be used until the following Winter Term.

- (e) The Sessional Instructor may advise the Department Head in writing that if an offer of Appointment is made while the Sessional Instructor is not reachable by email, the offer of Appointment will be deemed accepted.
- (f) It is the responsibility of the Sessional Instructor to keep the Department Head or designate advised of any changes to their availability and preferred sections.

13.6 Maintaining/Losing/Revoking RFR

- (a) Continuing satisfactory performance is required to maintain RFR on a course-by-course basis. The Department Head shall normally revoke a Sessional Instructor's RFR for an Appointment if the Sessional Instructor fails to perform satisfactorily in that Appointment as determined by performance evaluation(s) conducted in accordance with Article 18.

Prior to making the determination to revoke RFR, the Department Head shall meet with the Sessional Instructor to discuss the matter. The Department Head, in consultation with Human Resources, will provide the Sessional Instructor in writing with reasonable notice of the meeting, the nature of the concerns and the right to Union representation at the meeting, including Union contact information. At the same time, Human Resources will notify the Union of meetings in writing, including date, time, location and the name of the employee. Where the Sessional Instructor intends to have a Union representative present, they shall so advise the Department Head.

- (b) A Sessional Instructor shall lose their RFR if the Sessional Instructor:
 - (i) is dismissed under Article 20 Discipline and Dismissal;
 - (ii) has not taught the same degree credit course at least once within the last five (5) consecutive years;
 - (iii) loses their seniority, in accordance with Clause 12.3; or
 - (iv) resigns in writing from a specific course, in which case they will lose RFR for that particular course only.
- (c) When RFR is lost or revoked, in accordance with 13.6(b) (i), (ii) and (iii), the Dean/Director will inform the Sessional Instructor in writing and Human Resources will advise the Union in writing.
- (d) A Sessional Instructor who declines an offer will not lose RFR. The offer will be considered declined if the Sessional Instructor does not respond to an offer within five (5) working days of the offer being made. This does not prevent the Sessional Instructor from using their seniority to apply for other postings, including a posting of the course for which they have declined an offer.
- (e) If possible, a Sessional Instructor who has not been appointed to a course for which they have RFR shall be offered an Appointment in that course which is created on short notice in accordance with Clause 14.3 (a).

- (f) A Sessional Instructor who loses RFR or has their RFR revoked for a specific degree credit course must satisfactorily complete three (3) new Appointments in order to earn RFR for that course. Where the Sessional Instructor loses RFR in accordance with Clause 13.6(b) (ii), the Sessional Instructor may request, within six (6) weeks of the start of a subsequent Appointment in the course, that the Department Head reinstate their RFR if they satisfactorily complete the course.
- (g) Where a Sessional Instructor accepts an offer of an appointment based on their RFR, the acceptance of the offer completes the usage of the RFR for that course and the Sessional Instructor may not exercise their RFR for an exchange of or alternate appointment to teach a different section of the same course.
- (h) Where a Sessional Instructor would have been able to use RFR for a specific course but the Department Head offers the Sessional Instructor a different course based on departmental requirements, the fact that the Sessional Instructor did not teach the original course will not be factored into the five (5) year rule as set out in Clause 13.6 (b) (ii). The Sessional Instructor will receive the RFR stipend for the alternate course.

ARTICLE 14. POSTINGS

14.1 **Position Posting**

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

14.2 **Scope of Applicants**

Competitions shall be open to all qualified applicants.

14.3 **Exceptions to Postings**

Where the Employer has determined that a course is to be taught by a sessional employee; or that a sessional or part-time Academic Librarian, Counsellor or hourly paid Music Teacher appointment is to be filled for at least three (3) months; then the Employer shall post the position(s) at least fourteen (14) calendar days in advance of the closing of the competition. The only exceptions to postings are as outlined below, and Human Resources will notify the Union of all employees who have been appointed to teach a course that was not posted due to one of the following reasons:

- (a) a position vacancy that is created on short notice as a result of sick or other leaves or by unanticipated circumstances such as unexpected enrollment increases, additional funding, resignation, etc., where the start date of the position does not allow for the normal posting period plus preparation time for the successful applicant;
- (b) a Summer Institute and Travel Study course;
- (c) a course that is to be taught by a sessional instructor who has Right of First Refusal in accordance with Article 13;

- (d) a position vacancy for which an instructor was instrumental in the initiation and design of a new course with a previously non-existent course number or a significant rewrite and design of an existing course. This exception does not include Topics Courses.
- (e) extensions to existing contracts for hourly paid employees.

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

14.4 Posting Vacancy Notice

The posting shall contain relevant information about the appointment, including the faculty, department, course name and number and section(s), credit hours, dates on which it commences and finishes, time slot(s), campus, location/room if available, qualifications required for the appointment, labs and/or extra duties if applicable, minimum rate of pay or stipend, and date of application closure. For Academic Librarian, Counsellor or hourly paid Music Teacher appointments, the posting shall also include anticipated hours of work.

14.5 Single Course Postings

- (a) Unless otherwise stipulated in this agreement, each course will be advertised on a separate posting.
- (b) The Employer may list all available sections of a single course in one posting. The posting will indicate that different applicants may be considered for each section. Applicants must indicate their preferred sections.
- (c) Notwithstanding (a) above, posting of hourly paid positions in the Faculty of Music may contain more than one course.

14.6 Bundled Postings

- (a) Under certain circumstances and for justifiable reasons, the Employer may want to bundle several courses together and post them as a Bundled Appointment to be filled by a single instructor.
- (b) A Bundled Appointment is an appointment for a group of courses within the same department on the same posting with a minimum of fifteen (15) credit hours not spanning more than twelve (12) calendar months and intended to be awarded to one applicant. Variations to the above will require mutual agreement with the Union. Such agreement will not be unreasonably withheld by the Union.
- (c) The University must advise the Union of the circumstances and reasons and reach an agreement in writing with the Union prior to the Bundled Appointment being posted and/or changed. Such agreement will not be unreasonably withheld by the Union.
- (d) Bundled Appointments cannot result in the circumvention of any employee's RFR.

- (e) All work performed related to the Bundled Appointments will be paid in accordance with Clause 17.1(f).

14.7 Information to the Union

An electronic copy of each job posting notice shall be sent to the Union at the time that the job is posted and at other times upon request of the Union.

ARTICLE 15. APPOINTMENTS

15.1 Selection for Position Vacancy

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 qualifications, including, without limiting the generality of the foregoing, education and expertise in the subject area of the course, academic teaching experience, competence in the techniques to be used in the course and satisfactory evaluation of previous teaching), the person with the most seniority, as per Clause 12.1, shall be appointed.

15.2 Notice of Selection Decision Results

- (a) An employee who is offered an appointment electronically or in writing will have five (5) working days (excluding Saturdays, Sundays and Holidays) to accept the appointment. The employee will be deemed to have declined the appointment if they fail to respond to the offer within the five (5) working days.
- (b) The Employer shall post on a weekly basis a notice on the U of M website which summarizes the results of posted positions. The notice shall indicate the name of the successful candidate or whether the position was cancelled, the position vacancy number, Department and course. A weekly Results of Competitions report containing this information shall be sent to the Union.

15.3 Maximum Credit Hours

- (a) The maximum number of credit hours an employee may teach in an academic year will be thirty-three (33) credit hours. An employee with less than thirty-three (33) credit hours may be offered an appointment which causes the employee to exceed the thirty-three (33) credit hour limit but no further appointments may be offered in that academic year.
- (b) The thirty-three (33) credit hour maximum will not include Distance and Online credit hours.
- (c) Courses that span two academic years will be prorated.
- (d) Any exceptions to the thirty-three (33) credit hour maximum are only by mutual written consent between University Staff Relations and the Local Union Office. Such consent will not be unreasonably withheld by the Union.

ARTICLE 16. CANCELLATION OF CONTRACTS

16.1 Cancellation of Courses other than Summer Session and Distance and Online Courses

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

16.2 Summer Session Courses

- (a) Where a Dean, Department Head or administrative equivalent cancels a 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, cancellation fee of twelve percent (12%) of the minimum stipend for the equivalent of three (3) credit hours, rounded to the nearest dollar.
 - (ii) if the cancellation occurs on or after the first scheduled class, a cancellation fee of eighteen percent (18%) of the minimum stipend for the equivalent of three (3) credit hours, rounded to the nearest dollar.
- (b) No cancellation fee shall be paid for cancellations more than seven (7) calendar days in advance of the first scheduled class.

16.3 Cancellation of Distance and Online Courses

- (a) Where a Dean, Department Head or administrative equivalent cancels a Distance and Online course which an employee has been appointed to teach, the employee affected shall be paid a cancellation fee per course as follows:

- (i) if the cancellation occurs within five (5) calendar days of the commencement of the course, a cancellation fee of \$291.00. Effective January 1, 2021, the cancellation fee will be \$293.18. Effective September 1, 2021, the cancellation fee will be \$296.11.
- (ii) if the cancellation occurs on or after the commencement of the course, a cancellation fee of \$556.00. Effective January 1, 2021, the cancellation fee will be \$597.70. Effective September 1, 2021, the cancellation fee will be \$603.68.
- (b) No cancellation fee shall be paid for cancellations more than five (5) calendar days in advance of the commencement of the course.

ARTICLE 17. SALARIES

17.1 Minimum Stipend

- (a) The minimum stipend for a Sessional Instructor who has not earned RFR for an Appointment is as follow:

	Sept. 1/17	<u>Sept.1/18</u>	<u>Sept.1/19</u>	<u>Sept.1/20</u>	<u>Sept.1/21</u>
Stipend per credit hour	\$1770.20	<u>\$1770.20</u>	<u>\$1770.20</u>	<u>\$1783.48</u>	<u>\$1801.31</u>

- (b) The minimum stipend for a Sessional Instructor who has earned RFR for an Appointment is as follows:

	Sept. 1/17	<u>Sept.1/18</u>	<u>Sept.1/19</u>	<u>Sept.1/20</u>	<u>Sept.1/21</u>
Stipend per credit hour	\$1921.43	<u>\$1921.43</u>	<u>\$1921.43</u>	<u>\$1935.84</u>	<u>\$1955.20</u>

- (c) A Sessional Instructor with RFR who is the successful applicant for more than one (1) section of the course for which they have earned RFR will receive the minimum RFR stipend for all sections to which they have been appointed.
- (d) The RFR stipend will apply commencing with the first term in which the Sessional Instructor invokes RFR.
- (e) The stipend represents total payment for all work normally required and includes six percent (6%) vacation pay and any statutory holiday pay. For record-keeping purposes such as for Records of Employment, hours of work will be deemed to be sixty (60) hours of work per course credit hour to a maximum of forty (40) hours per week.
- (f) Bundled Appointments in accordance with Clause 14.6 will be paid a minimum premium of ten percent (10%) above the rates for all of the work performed related to the Bundled

Appointment including RFR rates if applicable.

17.2 Architecture Studios

- (a) The minimum stipend for a Sessional Instructor who has not earned RFR for an Appointment is as follows:

	<u>Sept 1/17</u>	<u>Sept. 1/18</u>	<u>Sept. 1/19</u>	<u>Sept. 1/20</u>	<u>Sept. 1/21</u>
<u>6 Credit</u>					
<u>Hour Studio</u>	<u>\$10,621.20</u>	<u>\$10,621.20</u>	<u>\$10,621.20</u>	<u>\$10,700.86</u>	<u>\$10,807.87</u>
<u>9 Credit</u>					
<u>Hour Studio</u>	<u>\$11,384.56</u>	<u>\$11,384.56</u>	<u>\$11,384.56</u>	<u>\$11,469.94</u>	<u>\$11,584.64</u>

- (b) The minimum stipend for a Sessional Instructor who has earned RFR for an Appointment is as follows:

	<u>Sept 1/17</u>	<u>Sept. 1/18</u>	<u>Sept. 1/19</u>	<u>Sept. 1/20</u>	<u>Sept. 1/21</u>
<u>6 Credit</u>					
<u>Hour Studio</u>	<u>\$11,528.56</u>	<u>\$11,528.56</u>	<u>\$11,528.56</u>	<u>\$11,615.02</u>	<u>\$11,731.17</u>
<u>9 Credit</u>					
<u>Hour Studio</u>	<u>\$12,291.94</u>	<u>\$12,291.94</u>	<u>\$12,291.94</u>	<u>\$12,384.13</u>	<u>\$12,507.97</u>

17.3 Work in Addition to an Appointment

- (a) Effective September 1, 2018 the hourly rate shall be twenty-nine dollars and thirty-six cents (\$29.36) per hour which includes six percent (6%) vacation pay. Effective September 1, 2020 the hourly rate shall be twenty-nine dollars and fifty-eight cents (\$29.58) per hour. Effective September 1, 2021 the hourly rate will be twenty-nine dollars and eighty-eight cents (\$ 29.88) per hour. These rates include six percent (6%) vacation pay.
- (b) The hourly rate of pay for Sessional Instructors will only be paid for work that falls outside the dates of the specific Appointment, but is still connected to the Appointment, or outside the scope of the specific Appointment. This additional work could include duties such as but not limited to committee work, attending meetings or other work provided that the additional work is assigned by the Department/University.

(i) Work Outside Appointment Dates

If the Department Head determines there is work to be performed outside the dates of the employee's appointment connected to that appointment (for example, course preparation meetings, grade appeals, exam deferrals), and the Department Head offers the work to the employee, the employee who accepts the offer of work will be paid the hourly rate for time spent performing the work in accordance with clause 17.3.(a). The Department Head may pre-determine the amount of time the employee is to spend on such work. If the employee is not available to perform this work, this will not have any impact on their employment.

(ii) Work Outside Appointment Scope

If an employee is assigned by the Department Head to attend a meeting or perform work that is not directly related to their Sessional Instructor duties associated with their Appointment, they shall be paid in accordance with Clause 17.3.(a) for each hour of attendance at the meeting or each hour they perform the work.

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

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

If an employee is appointed as a CUPE representative for a committee they shall be paid at the hourly rate for all work associated with that committee. No CUPE Representative shall be appointed without the approval of the CUPE Local Union Office.

17.4 Distance and Online Courses

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

	Sept.1/17	Sept.1/18	Sept.1/19	Sept.1/20	Sept.1/21
For a 3 Credit Hour Course	\$115.96	\$115.96	\$115.96	\$116.83	118.00

For a 4 Credit Hour Course	\$145.15	\$145.15	\$145.15	\$146.24	\$147.70
For a 6 Credit Hour Course	\$231.91	\$231.91	\$231.91	\$233.65	\$235.99

(b) Web Conferencing

In Online Courses that include Web Conferencing, Instructors will be paid in addition to the per student rate set out above, a stipend to cover Web Conferences as follows:

	Sept. 1/17	<u>Sept. 1/18</u>	<u>Sept. 1/19</u>	<u>Sept. 1/20</u>	<u>Sept. 1/21</u>
Per one (1) hour web conferences	\$94.20	<u>\$94.20</u>	<u>\$94.20</u>	<u>\$94.91</u>	<u>\$95.86</u>
Per two (2) to three (3) hour web conferences	\$187.85	<u>\$187.85</u>	<u>\$187.85</u>	<u>\$189.26</u>	<u>\$191.15</u>

These rates will also apply if an Instructor is hired to provide web conferencing only.

(c) The stipends in Clause 17.4.(a) represent total payment for all work required. For record keeping purposes such as Records of Employment, hours of work will be deemed to be 2.7 hours per student to a maximum of 40 hours per week.

(d) Distance and Online Education Instructors who are required to create assignments in addition to their regular duties; shall be entitled to a lump sum stipend of five hundred dollars (\$500.00) per course. These additional duties as well as the stipend payable will normally be indicated in the posting for the position.

17.5 Salaries for Librarians

The minimum hourly rates for Librarians, including six percent (6%) vacation pay, are as follows:

	Sept. 1/17	<u>Sept.1/18</u>	<u>Sept.1/19</u>	<u>Sept.1/20</u>	<u>Sept.1/21</u>
Start Rate	\$29.68	<u>\$29.68</u>	<u>\$29.68</u>	<u>\$29.90</u>	<u>\$30.20</u>
Upon Completion Of 1820 Hours	\$30.72	<u>\$30.72</u>	<u>\$30.72</u>	<u>\$30.95</u>	<u>\$31.26</u>
Upon Completion Of 3640 Hours	\$31.79	<u>\$31.79</u>	<u>\$31.79</u>	<u>\$32.03</u>	<u>\$32.35</u>
Upon Completion Of 5460 Hours	\$32.90	<u>\$32.90</u>	<u>\$32.90</u>	<u>\$33.15</u>	<u>\$33.48</u>

(a) Work hours towards an increment shall accumulate from appointment to appointment provided that there are fewer than twenty-four (24) consecutive months between appointments.

(b) Increments may be withheld as follows:

- (i) 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.
- (ii) Prior to making the determination to withhold an increment, the Department Head shall meet with the Librarian to discuss the matter. The Department Head, in consultation with Human Resources, will provide the Librarian in writing with reasonable notice of the meeting, the nature of the concerns and the right to Union representation at the meeting, including Union contact information. At the same time, Human Resources will notify the Union of meetings in writing, including date, time, location and the name of the employee. Where the Librarian intends to have a Union representative present, they shall so advise the Department Head.
- (c) When a Librarian contract is extended, the Union will be advised in writing of the details of the extension.
- (d) Librarians appointed for periods of fewer than twelve (12) months shall have their vacation pay (6%) added to each pay cheque. Librarians appointed for a period of twelve (12) 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 (3) weeks.

17.6 Salaries for Music Teachers

Minimum hourly rates, including six percent (6%) vacation pay, will be as follows:

	Sept. 1/17	<u>Sept. 1/18</u>	<u>Sept. 1/19</u>	<u>Sept. 1/20</u>	<u>Sept. 1/21</u>
Start Rate	\$62.88	<u>\$62.88</u>	<u>\$62.88</u>	<u>\$63.35</u>	<u>\$63.98</u>
Beginning the 5th year of teaching	\$69.16	<u>\$69.16</u>	<u>\$69.16</u>	<u>\$69.68</u>	<u>\$70.38</u>
Beginning the 10th year of teaching	\$75.45	<u>\$75.45</u>	<u>\$75.45</u>	<u>\$76.02</u>	<u>\$76.78</u>
Beginning the 15th year of teaching	\$81.74	<u>\$81.74</u>	<u>\$81.74</u>	<u>\$82.35</u>	<u>\$83.17</u>

- (a) Years of service towards an increment shall accumulate from appointment to appointment provided that there are no more than twenty-four (24) consecutive months between appointments.
- (b) Music Teachers will be paid at their hourly rate for actual hours spent teaching students, as well as assessment/adjudication activities required by the Faculty and approved by the Dean such as attending recitals, serving on jury and audition panels (entrance and placement), or other work required by the Faculty, with said payment

representing total payment for all work required of the position.

17.7 Salaries for Counsellors

Minimum hourly rates, including six percent (6%) vacation pay, will be as follows:

	Sept. 1/17	Sept.1/18	Sept.1/19	Sept.1/20	Sept.1/21
Start Rate	\$29.36	\$29.36	\$29.36	\$29.58	\$29.88

- (a) The hourly rate for Counsellors represents total payment for all work required of the position.
- (b) Actual hours of work will be used for record keeping purposes such as Records of Employment.
- (c) When a Counsellor contract is extended the Union will be advised in writing of the details of the extension.
- (d) Counsellors appointed for periods of fewer than twelve (12) months shall have their vacation pay (6%) added to each pay cheque. Counsellors appointed for a period of twelve (12) months or more will receive paid vacation days equivalent to 6% vacation pay.

Counsellors 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 (3) weeks.

17.8 Travel

When an employee is required to travel in the course of their work for the Employer, the employee shall be reimbursed for reasonable expenses in accordance with the UM Travel Policy.

17.9 Pay Schedule

- (a) Salaries shall be paid bi-weekly over the period of the Appointment in accordance with the rates of pay contained in Article 17. A bi-weekly pay period shall consist of fourteen (14) calendar days beginning 0001 hours Saturday to 2400 hours Friday.
- (b) A statement of earnings and deductions shall be provided electronically unless otherwise requested.

ARTICLE 18. PERFORMANCE EVALUATIONS

18.1 Purpose

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

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

18.2 Evaluation

- (a) An employee's work performance will be evaluated at least once per Fall and/or Winter Term, or Summer Session.
- (b) Where the performance evaluation involves attendance in a class, the employee shall be given a minimum of two (2) calendar days' notice of such attendance.

18.3 Written Evaluation

- (a) All evaluations will be written and a copy will be provided to the employee. The employee may provide their written comments on the content of the performance evaluation.
- (b) Any written performance evaluation, including the employee's written comments, if any, shall be included in the employee's employment file.

ARTICLE 19. RESIGNATION AND ABSENCE WITHOUT AUTHORIZATION

19.1 Employee Resignation

- (a) An employee, when resigning from their employment with the Employer, shall provide in writing to their Department Head or designate, a minimum of ten (10) calendar days' notice of their intention to resign.
- (b) Where an employee holds more than one (1) position with the Employer, resigning from a single position shall not constitute resignation of their overall Sessional employment, and shall not result in loss of Bargaining Unit seniority.
- (c) Declining RFR in accordance with Clause 13.6(d) of the Collective Agreement does not constitute resignation.

19.2 Absence Without Authorization

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

ARTICLE 20. DISCIPLINE AND DISMISSAL

20.1 Progressive Discipline

The parties accept the concept of progressive discipline.

20.2 Just Cause

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

20.3 Meetings

- (a) If a problem arises with the employee's assigned duties, responsibilities, or conduct, the Department Head will normally meet with the employee for the purpose of discussing and attempting to resolve any issues or concerns.
- (b) During the course of that meeting, should any information come to light which likely will give rise to discipline, the meeting will be terminated and a new meeting will be convened in accordance with Subsections (c) of Clause 20.3.
- (c) In situations of alleged culpable activity that may give rise to discipline, the Department Head will make every reasonable effort to schedule a meeting for the purpose of investigating the matter. The Department Head, in consultation with Human Resources, will provide the employee with reasonable notice of the meeting, the nature of the concerns, and the names of attendees, notice of the employee's right to have a Union representative present at the meeting, and Union contact information. At the same time, Human Resources will notify the Union of meetings in writing, including date, time, location and the name of the employee. Where an employee intends to have a Union representative present, the employee shall so advise the Department Head.

20.4 Non-Disciplinary Coaching Letter

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

20.5 Discipline

- (a) Discipline may take the form of a written reprimand, suspension without pay or dismissal.
- (b) All disciplinary action shall be summarized in writing by the Employer to the employee, and shall be placed on the employee's personnel file. Where the Union was in attendance at the discipline meeting, a copy of any discipline letter shall be sent to the President of the Local Union, or designate.
- (c) A written reprimand will expire at the end of the employee's next regular appointment, unless further disciplinary action has been taken during that period. When a written reprimand is no longer in effect the employee will be notified in writing that their written reprimand will be removed from their file, with a copy to the Union.
- (d) In cases of severe problems such as violent or threatening behaviour, gross insubordination,

theft or personal or sexual harassment, the employee may be placed on leave immediately, pending a meeting. Progressive discipline may not apply in such cases.

20.6 Grievances of Discipline

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

ARTICLE 21. GRIEVANCE PROCEDURE AND ARBITRATION

21.1 Definitions for the Purpose of This Article

- (a) A “grievance” shall be defined as any difference arising from the interpretation, application, administration or alleged violation of this Collective Agreement.
- (b) A “grievor” shall be defined as the party who initiates a grievance. It could be the Employer, the Union who has initiated a Union Policy grievance or an employee(s) on whose behalf the Union has initiated an Individual or Group grievance.
- (c) A “working day”, for the purposes of this article, shall be defined as Monday to Friday excluding statutory holidays.

21.2 Written Grievance

- (a) All formal grievances shall be required to be set forth in writing.
- (b) A written grievance shall set forth the particulars or the nature of the grievance, the name(s) of the person(s) involved, the date(s) or approximate date(s) of any alleged violation, and the number(s) of any Article(s)/Clause(s) of the Collective Agreement alleged to have been violated if applicable and the remedy sought.

21.3 Time Limits

Time limits as established in this Article shall be complied with unless extended by mutual agreement between the Employer and the Union. If a grievance is not responded to within the time limits as established or as mutually extended the grievance may be referred to the next step of the grievance procedure.

21.4 Step Bypassing

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

21.5 Employer Grievance

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

not resolve the grievance and the Employer wishes to proceed with the grievance, then within ten (10) working days of receipt of the Union's reply, the grievance shall be referred to arbitration in accordance with the provisions of Clause 21.9.

21.6 Policy Grievance

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

21.7 Individual and Group Grievance

An individual or group grievance shall be filed by the Union at Step One of the grievance procedure.

21.8 Grievance Procedure

Step One:

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

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

Step Two:

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

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

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

Step Three:

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

the Staff Relations Officer.

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

Step Four:

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

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

21.9 Arbitration

- (a) When, pursuant to Clause 21.5, 21.6, or 21.7 of the Collective Agreement, either Party requests that any matter be submitted to arbitration, the Parties agree to the use of a single Arbitrator. The selection of an Arbitrator will be by mutual agreement between the Union and the Employer. If the parties are unable to agree upon an arbitrator within twenty (20) working days of the notice of intent to proceed to Arbitration, they may apply to the Manitoba Labour Board for the appointment of an Arbitrator.
- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (c) No grievance may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure mentioned in this Collective Agreement, except as provided for in Clauses 21.3 and 21.4.
- (d) No grievance shall be subject to arbitration which involves:

 - (i) Any request for modification of the Collective Agreement;
 - (ii) Any matter not covered by the Collective Agreement;
 - (iii) Any matter which by the terms of the Collective Agreement is exclusively vested in the Employer.
- (e) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor alter, modify or amend any part of this Collective Agreement.

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

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

ARTICLE 22. EMPLOYMENT FILE

22.1 Employment File

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

22.2 Employee Responsibility

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

22.3 Right to Inspect File

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 their employment file.

22.4 Employment Related Documents

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

22.5 Limited Access to Files

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

ARTICLE 23. LEAVES

23.1 Sick Leave

- (a) An employee who is unable to perform their duties as a result of illness or injury shall notify their Department Head as soon as reasonably possible in the circumstances and provide their Department Head with an estimate of the length of their absence.
- (b) The Employer may at any time require the employee to provide a medical certificate where the employee is unable to perform their duties as a result of illness or injury.
- (c) The Employer may require the employee to obtain a second medical opinion from a physician mutually agreed upon by the Employer and employee. In the event that Employer and the employee are unable to mutually agree upon a physician, the matter will be referred to a physician mutually agreed to by the Employer and the Union. The cost of a second

medical certificate shall be paid by the University.

- (d) Leave with pay may be granted at the discretion of the Employer for short periods of time when employees are unable to perform assigned duties as a result of illness or injury.
- (e) Employees shall keep their Department Head advised, weekly or at some other mutually agreeable interval, of the anticipated date for resumption of duties.

23.2 Maternity Leave

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

- (i) have completed thirty-nine (39) hours of teaching (i.e., scheduled contact hours in class), or sixty-five (65) hours of employment for employees in hourly paid positions with the Employer;
- (ii) submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave;
- (iii) provide the University with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of delivery.

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

- (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 23.2(a)(iii); or
- (ii) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 23.2(a)(iii) and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.
- (iii) The maternity leave shall commence no earlier than seventeen (17) weeks preceding the date specified on the medical certificate and shall terminate no later than seventeen (17) weeks following the actual date of delivery. Any additional leave of absence granted following the end of the maternity leave shall be considered as a separate leave of absence without pay.

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

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

23.3 Extension of Maternity Leave With Leave of Absence Without Pay

- (a) 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.

23.4 Parental Leave

- (a) In order to qualify for parental leave an employee must be working for the Employer at the time of application and:
- (i) completed thirty-nine (39) hours of teaching (i.e., scheduled contact hours in class), or sixty-five (65) hours of employment for employees in hourly paid positions with the Employer;
 - (ii) submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave;
 - (iii) become the parent of their newborn or newly adopted child.
- (b) An employee who qualifies is entitled to and shall be granted parental leave without pay consisting of a period not exceeding sixty-three (63) weeks taken in one consecutive period.
- (c) An employee who applies for parental leave may also apply for Parental Leave Benefits through Human Resources and Skills Development Canada.
- (d) An employee who wishes to resume their employment on the expiration of leave granted shall be reinstated by the Employer in the position occupied by them at the time such leave commenced or in a comparable position with not less than the same wages unless the employee's appointment has ended.

23.5 Compassionate Care Leave

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

(iii) A family member for the purposes of this clause shall be defined as:

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

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

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

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

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

ARTICLE 24. HOLIDAYS

24.1 Recognized Holidays

In accordance with Manitoba legislation, the following days will be considered holidays: New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Terry Fox Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day so proclaimed by Federal or Provincial authorities.

24.2 Remuneration

An employee will not receive additional remuneration in the event they choose to work on a holiday. This will not apply to Librarians who are required to work on one of the Holidays listed in Clause 24.1.

24.3 Time Off for Religious Observance

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

ARTICLE 25. STAFF BENEFITS

25.1 Staff Benefits

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.

25.2 UM EFAP Coverage

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

ARTICLE 26. EMPLOYMENT EQUITY

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

ARTICLE 27. WORKING CONDITIONS

27.1 Provision of Facilities

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

27.2 **Provision of Resources**

The Department Head or designate 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.

27.3 **Marking Assistance**

Assistance with marking will be consistent with departmental guidelines and/or practices for academic staff within the department.

27.4 **UM Email**

An employee will retain their UM email account as long as they hold seniority within the bargaining unit.

ARTICLE 28. ACADEMIC FREEDOM

28.1 **Academic Freedom**

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.

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

ARTICLE 29. SAFETY & HEALTH

29.1 **Provision for Safety and Health**

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

29.2 **Safety Equipment**

Employees working in any unsanitary or dangerous job shall be required to use the necessary

safety equipment and/or protective clothing. Employees shall be supplied with all necessary Personal Protective Equipment (PPE) when needed.

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

29.3 Unsafe Work

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

29.4 Safety Committee

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

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

30.1 Duration

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

30.2 Changes in Collective Agreement

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

30.3 Notice of Renewal

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

30.4 Enter Negotiations

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

30.5 Post-Termination Date Period

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

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

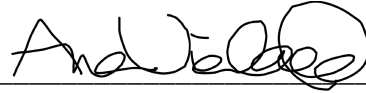
SIGNED THIS 26th DAY OF JULY 2021

FOR: THE UNIVERSITY OF MANITOBA



Naomi Andrew
Vice-President (Administration)

FOR: THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3909



Ana Vialard Hart
President, CUPE 3909



Karen Naylor
Vice-President Unit 2, CUPE 3909

LETTER OF UNDERSTANDING #1

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3909 (Sessionals - UNIT #2)

**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 is 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 this 6th day of October, 2014

“Paul Kochan”

For: University of Manitoba

“Karen Naylor”

For: CUPE 3909

This LOU was renewed between the University and the Union during bargaining for the 2018 - 2022 Collective Agreement.

LETTER OF UNDERSTANDING #2

BETWEEN

THE UNIVERSITY OF MANITOBA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3909 (CUPE UNIT #2)

RE: DISTANCE AND ONLINE COURSES

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

Signed this 26th day of July 2021



For: University of Manitoba



For: CUPE 3909

LETTER OF UNDERSTANDING #3

BETWEEN

THE UNIVERSITY OF MANITOBA

AND


CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3909 (CUPE UNIT #2)

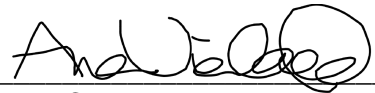
RE: CLAUSE 9.19(c) EXCLUDED REPORT

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

Signed this 26th day of July 2021



For: University of Manitoba



For: CUPE 3909

LETTER OF UNDERSTANDING #4

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3909 (Sessionals - UNIT #2)

RE: STAFF BENEFITS

This LOU was entered into between the University and the Union during collective bargaining in 2016.

Effective the 2016/17 fiscal year the University will include all hours worked (regular, summer session or otherwise) in the lookback calculation for Sessional Benefits eligibility.

The standard lookback period will coincide with the Academic year (starting July 1st and running through the following June 30th). Members who work the equivalent of a 0.5 FTE (1040 hours) or more in this timeframe will become eligible for benefits the following September 1st.

Although the entire year's hours will count toward the eligibility calculation, the full year's premiums will be collected over the 8 month regular season.

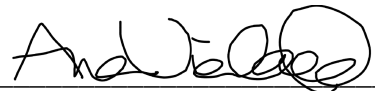
When a Sessional Instructor doesn't qualify for benefits during the Academic year lookback, but would qualify in a September 1st to August 31st timeframe, we will review these situations and provide coverage on an exception basis. CUPE 3909 or the impacted individuals are responsible for notifying the Compensation and Benefits Office of these instances.

This LOU was renewed between the University and the Union during bargaining for the 2018-2022 Collective Agreement.

Signed this 26th day of July, 2021



For: University of Manitoba



For: CUPE 3909

LETTER OF SETTLEMENT

BETWEEN

THE UNIVERSITY OF MANITOBA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3909 (CUPE UNIT #2)

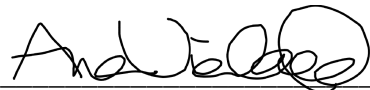
RE: RETROACTIVE WAGES

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

Signed this 26th day of July 2021



For: University of Manitoba



For: CUPE 3909

LETTER OF COMMITMENT

BETWEEN

THE UNIVERSITY OF MANITOBA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3909 (CUPE UNIT #2)

RE: UNION ATTENDANCE AT EMPLOYEE MEETINGS

This will confirm the Union's commitment that if the Union is provided the necessary information as outlined in the collective agreement regarding all disciplinary meetings, or meetings wherein an employee may lose or be denied RFR, or an increment (applicable only to Librarians or Music Teachers), should the employee decide that they do not want to have the Union present during the meeting, the Union will not attend.

Signed this 26th day of July 2021



For: University of Manitoba



For: CUPE 3909

LETTER OF COMMITMENT

BETWEEN

THE UNIVERSITY OF MANITOBA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3909 (CUPE UNIT #2)

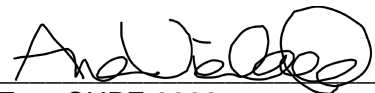
RE: EXCEPTIONS TO RESIGNATIONS AND IMPACT ON RFR

Further to clause 13.6 (b)(iv) (Maintaining/Losing/Revoking RFR), an employee who resigns from a specific course at least twenty-one (21) days before the first scheduled class, may request that they not lose RFR in cases of extenuating circumstances, through discussion with the Department Head.

Signed this 26th day of July 2021



For: University of Manitoba



For: CUPE 3909

LETTER OF COMMITMENT

BETWEEN

THE UNIVERSITY OF MANITOBA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3909 (CUPE UNIT #2)

RE: DISTANCE AND ONLINE EDUCATION

Given that the parties identified a problem with the pay process for Distance Ed classes, the parties will monitor the implementation of the DE pay process during Summer 2021 and Fall 2021.

Signed this 26th day of July 2021



For: University of Manitoba



For: CUPE 3909