

FIRST COLLECTIVE AGREEMENT

BETWEEN:



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3909 – UNIT 3
(CANADIAN FEDERATION OF STUDENTS)**

- AND -

**THE CANADIAN FEDERATION OF STUDENTS
MANITOBA INC.**

TERM OF AGREEMENT:

SEPTEMBER 1, 2007 TO AUGUST 31, 2011

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DEFINITIONS

CFS:	The Canadian Federation of Students as defined by its constitution and bylaws.
Employer:	The Canadian Federation of Students Manitoba Inc.
Union:	Canadian Union of Public Employees and its Local 3909.
Employees:	To apply to those individuals within the bargaining unit, as defined in Article 2.
Spouse:	For the purpose of this Agreement, spouse shall be used to designate wife, husband, or common-law partner including same sex partner.
Common-law Partner:	For the purpose of this Agreement, common-law partner shall include any couple having lived together for a period of one (1) year or more.
Staff Relations Officer:	To apply to the Employer's representative or her designate.
Provincial Executive:	The Provincial Executive of the Canadian Federation of Students, with which all rights and responsibilities of the Employer rest.

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain and improve harmonious relations and settle conditions of employment between the Employer and its employees' to define clearly the rates of pay and conditions of work; to determine the extent of democratic control of the work environment by employees; to provide for an amicable method of settling differences which may, from time to time, arise; and to promote the mutual interests of the Employer and its employees.

ARTICLE 2 - RECOGNITION2.01 Definition of the Bargaining Unit

The Employer voluntarily recognizes the Canadian Union of Public Employees and its Local 3909 as the sole and exclusive collective bargaining agent for all its employees, save and except casual employees as defined in Article 5.

2.02 Work of the Bargaining Unit

Persons who are not in the bargaining unit shall not perform functions, which fall under the job description of those in the bargaining unit, except in cases mutually agreed upon by the Employer and the Union.

2.03 No Other Agreements

No employee shall be required to make a written or verbal agreement with the Employer, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - RIGHTS OF THE EMPLOYER

3.01 The Union recognizes the right of the Employer to exercise the regular and customary functions of management and to direct the work force, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement shall be decided through the grievance and Arbitration procedures.

The Employer shall exercise her rights in a fair and reasonable manner. The management rights shall not be used to direct the work force in a discriminatory manner.

ARTICLE 4 - RIGHTS OF THE EMPLOYEE

4.01 Personal Rights

The rules of employment shall be limited to matters pertaining to the work requirement of each employee's job description. Employees shall not be required to do personal work for the Employer.

4.02 Right to have Steward Present

An employee shall have the right to have her Union representative present at any discussion with the Employer. In addition, the Employer agrees to notify the employee and Shop Steward in advance of an interview for disciplinary purposes.

4.03 Right to Participate

The Employer agrees that all CFS Manitoba General Meetings and all meetings of the Employer, with the exception of those meetings which deal with contract negotiations, formal grievances and all matters concerning staff discipline and discharge, shall remain open to all employees. Employees shall have the right to fully participate at these meetings.

4.04 Access to Personnel File

An employee shall have the right to review and photocopy her personnel file and respond in writing to any document contained therein, such reply shall become a part of the permanent record. The Employer shall not be permitted to release information about the employee without her prior knowledge and consent.

4.05 Crossing of Picket Lines

Employees shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect.

4.06 Political Action

Employees shall have the right to participate in political action called for by the Canadian Labour Congress and its affiliates. Employees shall not suffer loss of wages for a maximum of two (2) days for each such participation to a maximum of six (6) days per calendar year. The Employer shall be notified in writing at least two (2) working days in advance of the employee's participation in such actions.

ARTICLE 5 - REGULAR, CONTRACT, REPLACEMENT & CASUAL EMPLOYEES

5.01 Regular Employees

- (a) The Employer and the Union share the objective of providing regular full-time employment and job security to the extent that it is possible.
- (b) An employee shall be considered a regular employee after she has completed a probationary period commencing on the date that she has commenced work and expiring one hundred and twenty (120) days after the commencement of work.
- (c) During the fourth (4th) month of the probationary period, the Employer shall conduct an evaluation of the Employee's performance. Based on this evaluation, the Employer may choose to extend the probation period for an additional two (2) months. The evaluation process and any decision to extend probation are subject to the grievance procedure, Article 20.
- (d) An employee shall be considered full-time when she is regularly employed for forty (40) hours per week. An employee working less than forty (40) hours per week shall be considered a part-time employee. Part-time employees shall receive wage rates on a pro-rated basis according to the number of hours worked.

5.02 Contract Employees

- (a) In order to provide job security for the members of the bargaining unit, the Employer agrees that all duties or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any person, company or non-unit employee without consent of the Union.
- (b) Additional work may arise which will be of a short-term project nature. Under these circumstances, the Employer may hire temporary, full-time staff on the basis of a contract, with the Union's consent. The Employer will ensure that any employee hired on a contract basis shall be deemed a member of the bargaining unit and that such hiring be done in accordance with the provisions of this Agreement.
- (c) A contract employee shall be eligible for the same overtime provisions as other members of the bargaining unit, as per this Agreement, from the first day of employment. A contract employee shall be eligible for sick leave as of the date of hiring, on a pro-rated basis, based on the length of the contract. She shall be eligible for full benefits after six (6) months of employment. She shall not accumulate seniority.
- (d) Prior to considering applicants under this Article, the Union and the Employer shall develop a written contract outlining the duties to be performed and the duration of the contract. This contract shall be signed by the Employer and the contract employee, once she is hired.

5.03 Replacement Employees

- (a) Replacement employees are those hired to replace a permanent employee, while the full-time employee is on leave.
- (b) The Employer will ensure that any employee hired on a replacement basis shall be deemed a member of the bargaining unit and shall receive all the benefits and protection of this Collective Agreement and, further, such hiring be done in accordance with the provisions of this Agreement.

Replacement Employees shall have access to internal hiring, but shall not have seniority.

5.04 Casual Employees

The words "casual employee" shall mean a person who does not work on a regular and recurring basis and can replace an absent employee or supplement staff coverage in emergency situations. The terms and conditions of this Agreement apply to casual employees, except:

- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.

ARTICLE 6 - PROBATIONARY EMPLOYEES

- 6.01 The Employer is responsible for ensuring that an employee on probation is provided with adequate training in order to fulfil the duties required of her position.
- 6.02 During the probationary period, employees shall have the rights and privileges of this Agreement, except with regard to discharge. An employee on probation may be terminated at any time, for any reason except Discrimination as defined in Article 7 or a violation of this Article. Prior to terminating a probationary employee, the Employer shall provide the employee with a reasonable opportunity to correct the situation. To terminate a probationary employee the Employer has an obligation to act reasonably, fairly, equitably, non-discriminatorily and in good faith.
- 6.03 The Employer agrees to advance to a probationary employee the first week's salary, upon request.

ARTICLE 7 - NO DISCRIMINATION/HARASSMENT

7.01 No Discrimination

The Employer agrees that there will be no discrimination against an employee, prospective employee or employee representative by reason of gender, age, appearance, colour, race, place of origin, political or religious affiliation, gender or sexual orientation, marital or family status, place of residence, positive Human Immune Deficiency Virus (HIV) test, Acquired Immune Deficiency Syndrome (AIDS) or AIDS related illness, disability which does not prevent the performance of the duties of the position, or Union membership or activity.

7.02 No Harassment

- (a) The Employer shall not harass employees, prospective employees or employee representatives, or belittle their work. The Employer agrees that there shall be no form of sexual gender, racial/ethnic harassment, or any harassment on the basis of age, appearance, political or religious affiliation, marital or family status, disability, AIDS or AIDS related illness.
- (b) Sexual harassment shall be defined as:

- (i) unwanted attention of a sexual nature; or
 - (ii) implied or expressed promise of reward of complying with a sexually oriented request; or
 - (iii) implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
 - (iv) sexually oriented remarks or behaviour, which may reasonably be perceived to create a negative working environment.
- (c) Gender harassment shall be defined as an offensive comment and/or action, which demeans an individual and/or causes personal humiliation, on the basis of sexual orientation or gender.
- (d) Racial/ethnic harassment shall be defined as an offensive comment and/or action which demeans an individual and/or causes personal humiliation, on the basis of race, colour or place or origin.
- (e) Harassment shall be further defined as an offensive comment and/or action which demeans an individual or causes personal humiliation on the basis of age, appearance, political or religious affiliation, marital or family status, disability, AIDS or AIDS related illness.
- (f) The Employer agrees to take all reasonable steps to ensure that staff has the right to work in an environment free from harassment. Harassment from representatives of the Employer, or delegates or guests at meetings of the Employer shall be defined as complaints not related to work performance. Any work-related complaint must be addressed privately to a member of the National Executive, or else this also shall be considered harassment.

7.03

Harassment Grievances

- (a) An employee who alleges she has been harassed may submit a grievance under the normal grievance procedure. All grievances filed alleging a violation of this Article shall be submitted at Step 3 of the grievance procedure.
- (b) If the grievor requests that contact with the alleged harasser be discontinued during the period of consideration of the grievance, this shall be granted.

7.04 Harassment Leave

Where the employee alleges that she has been harassed she shall be entitled to five (5) days paid leave of absence.

ARTICLE 8 - UNION SECURITY

8.01 Membership in Union

The Employer agrees that all employees, as a condition of employment shall become members of the Union during the life of this Agreement.

8.02 Representation

The Employer shall provide the Union with a list of its executive members, one of whom shall be the designated Staff Relations Officer. The Union will also inform the Employer of the Union Representative. The Employer will recognize the Union Representative as the authorized representative of the Union. Employees will have the right to the assistance of representatives from CUPE in any and all dealings, discussions, or negotiations with the Employer.

8.03 Union Dues

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union or its members. Deduction shall be made from the payroll at the end of each month, and shall be forwarded to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of each month following, accompanied by the list of all employees from whose wages the deductions have been made, including home address, telephone number and salary. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees. Union dues shall be recorded on the T-4 slip for income tax purposes.

8.04 Union Label

The CUPE Union label shall be displayed on all materials produced by members of the bargaining unit.

8.05 Affiliation and Merger Protection

In the event the Employer merges or affiliates with another body, the Employer shall ensure that:

- (a) employees be credited with all seniority rights;

- (b) all service credits relating to vacation with pay, sick leave and all other benefits be recognized;
- (c) all work and service presently performed by the members of the bargaining unit shall continue to be performed by members of the bargaining unit;
- (d) conditions of employment and wage rates not be less than the provisions in effect under this Agreement;
- (e) no employees suffer loss of employment;
- (f) preference in location of employment be determined on the basis of seniority; and
- (g) the Union has the right to participate in all discussions relating to the merger or affiliation.

8.06 Notice to the Union

Where notice or reply to the Union is required in fulfillment of obligations in any clause of this Agreement, such notice shall be in writing to the Union Representative at the CUPE Regional Office at 703-275 Broadway, Winnipeg, Manitoba, R3C 4M6. Failure to comply with this clause shall render the notice null and void.

ARTICLE 9 - JOB DESCRIPTIONS

9.01 Job Descriptions

The Employer agrees to draw up job descriptions with input from the Union for all positions in the bargaining unit. These descriptions shall be presented to the Union before they are finalized by the Employer. The Employer shall then give the Union ten days notice prior to the adoption of new or revised job descriptions. These descriptions shall be considered for adoption by the Employer unless the Union presents written objection. The Union shall have the right to propose changes to job related descriptions, in writing, no less than two weeks prior to any meeting of the National Executive. The Employer is obligated to meet to discuss the proposed changes by the end of said meeting of the National Executive. If the Employer does not reply to the proposed changes by the close of the following meeting of the National Executive, the changes shall be deemed approved and implemented.

In the case where the Employer implements job descriptions without the Union's agreement the dispute may be submitted to grievance.

ARTICLE 10 - SENIORITY

- 10.01 Seniority is defined as the length of employment with the Employer. Seniority shall determine, within the bargaining unit, priority for appointments to vacant and new positions, lay off and recall, vacation scheduling and any other rights or benefits to which seniority applies in this Agreement.
- 10.02 The Employer shall maintain a seniority list showing the date upon which employment commenced. An up-to-date seniority list shall be sent to the Union and distributed to employees in January of each year.
- 10.03 An employee shall lose her seniority if she:
- (a) is discharged for just cause and is not reinstated through the grievance procedure;
 - (b) resigns in writing;
 - (c) fails to notify the Employer of her intention not to return to work within seven days following the receipt of recall notice;
 - (d) is absent from work for more than three consecutive working days without notifying the Employer, unless such notice was not reasonably possible; or
 - (e) is on lay off for a period of one year or more.

ARTICLE 11 - PAYMENT OF WAGES AND ALLOWANCES

- 11.01 Payment of Wages
- (a) Employees shall receive equal pay for work of equal value. The Employer shall pay wages biweekly in accordance with Schedule "A". Once a month each employee shall be provided with an itemized statement of her earnings and deductions. In the event that the Employer is unable to pay employees' wages, the Employer shall compensate in the amount of 1.5% of the gross monthly income for every pay period missed.
 - (b) The Employer, upon an employee's written request, shall issue any cheque which falls due during the employee's vacation period or leave of absence, prior to this period commencing.

11.02 Cost of Living Allowance

The Employer shall, on April 1st, pay each employee a cost of living allowance for the preceding twelve (12) months. This allowance shall be based on the percentage rise of the Consumer Price Index for Manitoba, or a 2.5% increase, whichever is higher.

11.03 Allowances for Meetings, Conferences and Other Travel

All travel costs incurred on Federation business shall be paid by the Employer. The mode of transportation will be decided by mutual agreement between the Employer and the employee. The Employer shall reimburse employees for all travel expenses as submitted.

11.04 Per Diems

- (a) Per diems for travel and meetings outside an employee's area of residence shall be provided to an employee, in accordance with Appendix "I" for the following activities:
 - (i) General meetings
 - (ii) National and Provincial Executive meetings
 - (iii) Provincial/Regional meetings
 - (iv) Field trips/travel approved by the Employer
 - (v) Other meetings as required by the Employer
- (b) When the activities take place outside an employee's area of residence where lunch and dinner are provided, half per diems shall be provided.
- (c) When the activities take place within an employee's area of residence on weekends, half per diems shall be provided.
- (d) When activities take place within an employee's residence and extend beyond normal working hours, half per diems shall be provided.

11.05 Childcare Allowance

The Employer agrees to cover childcare costs incurred by employees attending Federation meetings, meetings, and working overtime required by the Employer, provided receipts are submitted.

11.06 Vehicle Allowance

- (a) Kilometrage rates for employees using their vehicle at the request of the Employer shall be based on provincial government rates (.39/km). The kilometre allowance shall be claimed on a monthly basis.
- (b) The Employer shall pay the added cost of auto insurance for employees using their vehicle for work.
- (c) The Employer shall not require an employee to own a vehicle as a condition of employment.

11.07 Night Travel Allowance

When an employee works overtime between 10:30 p.m. and 7:30 a.m., the Employer shall cover the cost of taxi fare to and from the residence of the employee. An employee who is choosing to work flex-time may request this allowance.

11.08 Telephone Calls

For work or travel outside an employee's area of residence, the Employer shall cover the cost of telephone calls to home and/or place of residence, and/or to spouse, or partner, or children, at the rate of fifteen (15) minutes worth of calls per day, during non-peak periods, with a Federation calling card.

11.09 Accommodations

For work or travel outside an employee's area of residence, the Employer shall cover the cost of accommodations for employees if no other accommodation is deemed acceptable by the employee.

11.10 Frequent Flyer Travel Programs

Employees shall receive the benefits of their personal frequent flyer program.

ARTICLE 12 - OVERTIME

12.01 Overtime shall be defined as all authorized time worked above and beyond a forty (40) hour work week.

12.02 All hours of overtime in a given workweek shall be compensated for at the rate of one and one-half (1 ½) hours per hour. In addition, time worked on Saturday and Sunday shall be compensated for at a rate of one and one-half (1 ½) hours per hour.

- 12.03 Overtime shall be compensated for by time off at one and one-half (1 ½) times the time worked, or by overtime pay. The employee has the right to be compensated with pay for up to twenty-five (25) hours of overtime in a month.
- 12.04 An employee may take time off in lieu of overtime provided it is authorized by the Employer at least five (5) working days in advance.
- 12.05 Overtime accrued at National or Provincial Executive meetings and General Meetings shall be taken as time off in lieu of payment. When an employee can demonstrate that taking time off in lieu of payment will interfere with her ability to perform her basic duties in a timely fashion, she may request to have her overtime paid out. Such a request shall not be unreasonably denied.

ARTICLE 13 - SOCIAL BENEFITS

13.01 Hospital and Medical Insurance

The Employer shall pay the entire cost of the premiums of the following plans, including family plan where appropriate, for all employees:

- (a) Provincial Health Plan; and
- (b) Medical, Dental, Visioncare, Life Insurance, Accidental Death and Dismemberment and Dependent Life Insurance as outlined in Appendix "II".

The Employer agrees to pay the costs incurred by employees who would normally be covered by any of the above insurance plans, should the plan not be in effect at the time required due to the employee's negligence.

13.02 Supplementation of Compensation Award

The Employer shall cover the difference between the amount payable by the Workers' Compensation Board and her regular salary as long as she continues in the employ of the Employer.

13.03 Premiums

If the premium paid by the Employer for any employee is reduced, the amount of the saving shall be used to increase or improve the benefits offered by the carrier. This Article shall not be in effect in case the decrease in premium has been obtained through an agreement with another carrier for benefits identical in all material ways. No change to the carrier shall occur except by mutual agreement of the Union and the Employer.

ARTICLE 14 - HEALTH AND SAFETY

14.01 The Employer shall make all reasonable provisions for the health and safety of employees.

ARTICLE 15 - HOLIDAYS

15.01 Paid Holidays

Employees shall receive all federal, provincial and municipal statutory holidays applicable to the employee's region of residence.

Christmas Eve will be considered a paid holiday. Furthermore, all employees shall receive a paid holiday between Christmas and New Year's Day.

Employees may elect to take an equivalent number of other holidays in place of holidays in the Christmas and Easter season. Such holidays shall be taken at the employee's discretion, but shall only be authorized after ten (10) working days notice to the Employer.

15.02 Compensation for Holidays

- (a) Should an employee agree to a request by the Employer to work on a designated holiday, the employee shall accumulate double time for the time worked.
- (b) In the event that a designated holiday falls on a Saturday or a Sunday, the Monday following shall be considered the holiday.
- (c) If a designated holiday falls within the vacation period of an employee, she shall receive an extra day's vacation.

15.03 Flex Days

Employees shall receive five (5) flex days, to be provided at any time throughout the year. Flex days shall not be banked, used consecutively, or used in conjunction with vacation entitlements or time off for time worked. Furthermore, employees shall use no more than one (1) flex day per month. Such flex days may be taken at the discretion of the employee and upon authorization of the Employer, with at least two (2) working days notice provided in advance.

ARTICLE 16 - VACATIONS

16.01 Employees shall be entitled to annual vacation with pay on the following bases:

- (a) In the first (1st) and second (2nd) years of employment from the commencement of work, the employee shall be entitled to two (2) weeks vacation; this vacation may be taken after six (6) months of continuous employment.
- (b) In each of the third (3rd), fourth (4th) and fifth (5th) years of employment, an employee shall be entitled to three (3) weeks vacation.
- (c) In each subsequent year after five (5) years, an employee shall be entitled to one (1) additional day of vacation per year.

16.02 If full vacation time is not taken in the year in which it is earned, an employee may bank up to one (1) week each year, up to a maximum of ten (10) weeks in total. Upon mutual agreement between the employee and the Employer, more vacation can be banked.

16.03 An employee terminating her employment shall be entitled to a proportionate payment of salary in lieu of vacation, prior to termination. Vacation pay shall accumulate only for the period of one (1) vacation year.

16.04 Vacations shall be scheduled on the basis of seniority. During the months of July and August, those employees with children, who attended school during the previous spring, shall be given first priority.

16.05 Vacation Scheduling

- (a) No later than June 1st of each year, the employee shall submit her vacation schedule dates.
- (b) No later than July 1st of each year, the Employer shall approve vacation schedules. Such approval shall not be unreasonably withheld.
- (c) In the absence of such schedules being submitted, the Employer reserves the right, upon consultation with the employee, to schedule the employee vacations. Requests for changes by the employee shall not be unreasonably withheld.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Employees shall be entitled to fifteen (15) sick days per year. A year is defined as the anniversary of the date of hiring of each employee.

- 17.02 Where no one other than the employee can provide for the needs of an ill family member, the employee shall be entitled to an additional sick leave to a maximum of twelve working days per year for this purpose. Employees shall also be entitled to an additional nine (9) hours of paid time off for medical appointments, above and beyond appointments taken on sick leave time.
- 17.03 Employees shall at the request of the Employer, produce a certificate from a medical practitioner for any illness in excess of three (3) working days.
- 17.04 An employee who has exhausted her sick leave shall be allowed an extension of sick leave of up to eight (8) working days. Such requests shall not be unreasonably withheld. Employees shall at the request of the Employer, produce a certificate from a medical practitioner.
- 17.05 The Employer agrees to provide a short-term disability plan for employees as outlined in Appendix "P".
- 17.06 The Employer agrees to provide a long-term disability plan for employees as outlined in Appendix "P".

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 Union Business
- (a) The Employer agrees to grant representatives of the Union, upon written request of three (3) days, temporary leave of absence from their employment, in order to carry out negotiations or to attend to other Union responsibilities. The employee shall suffer no loss of wages for the time so spent to a maximum of ten (10) days for the bargaining unit.
- (b) Employees shall be granted paid leave of absence to attend Union functions.
- 18.02 Leave for Public Duty
- An employee who is elected to a full-time position with the Union or its affiliates, or who is elected to public office, shall be granted an unpaid leave of absence, without loss of seniority, for a period of up to two (2) years. Such leave may be renewed upon mutual agreement.
- 18.03 Maternity Leave
- An employee who gives birth is entitled to thirty (30) weeks paid maternity leave, as per the following:

(a) Supplementary Employment Benefits Plan While on Leave

An employee who has applied for and is receiving Employment Insurance benefits pursuant to Section 37 of the *Employment Insurance Act*, shall be paid an allowance for the supplementation of her benefits in accordance with the Supplementary Employment Benefits (SEB) Plan.

Payments under the Supplementary Employment Benefits Plan shall only be made as follows:

- (i) During the period between the date of application for benefits and the date benefits commence, the employee shall be paid ninety-five percent (95%) of her regular weekly earnings.
- (ii) During the period when the employee is collecting Employment Insurance benefits, such period not to exceed seventeen (17) weeks including the waiting period, she shall be paid the difference between her regular weekly EI rate of benefits and ninety-five percent (95%) of her regular weekly earnings.
- (iii) The combined weekly payments received from the SEB Plan and the weekly rate of Employment Insurance benefits shall not exceed ninety-five percent (95%) of the employee's weekly earnings.
- (iv) Employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
- (v) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
- (vi) Employees ineligible for EI benefits are not eligible for payments under the SEB Plan.

(b) Further Paid Maternity Leave

When the employee's Employment Insurance benefits have been exhausted, the Supplementary Employment Benefits Plan shall also be exhausted, and the Employer shall pay the employees' regular weekly earnings for the period from exhaustion of benefits until the thirty (30) weeks of paid leave are exhausted. Payments made in accordance with this Article are not applicable to the SEB Plan.

(c) Employees Ineligible for EI Benefits

An employee who has been employed by the Employer for twenty (20) weeks or more, but who is ineligible to receive Employment Insurance Benefits for the reason that she has not accumulated enough insurable weeks of employment to qualify to receive unemployment benefits, shall be entitled to thirty (30) weeks of maternity leave at full pay.

(d) Unpaid Maternity Leave

In addition to any maternity leave, an employee shall also be entitled, upon request, to an additional two (2) years unpaid maternity leave.

(e) Employees continue to accumulate seniority and receive benefits during the entire period of maternity leave.

(f) Paid maternity leave shall be taken between seventeen (17) weeks before the expected birth of the baby and thirty (30) weeks after the birth. Employees shall give at least two (2) weeks' notice of the start of maternity leave, and four (4) weeks notice of the date the leave is to end.

(g) If an employee is to be terminated or laid off following her return from maternity leave and before she is eligible for Employment Insurance benefits, the Employer agrees to make up the number of weeks necessary to ensure eligibility.

18.04

Parental Leave

An employee whose spouse has given birth or who has become an adoptive parent is entitled to parental leave as follows:

(a) Parental Leave Supplementary Employment Benefits Plan

An employee who applies for and receives Employment Insurance benefits pursuant to Sections 18 to 20 of the *Employment Insurance Act* shall receive an allowance in supplementation of her/his benefits under the Supplementary Employment Benefits Plan. Payments shall only be made as follows:

(i) During the period between the date of application for benefits and the date benefits commence, the employees shall be paid ninety-five percent (95%) of her regular weekly earnings.

- (ii) During the period when the employee is collecting Employment Insurance benefits, such period not to exceed twelve (12) weeks including the waiting period, she shall be paid the difference between her regular weekly EI rate of benefits and ninety-five percent (95%) of her regular weekly earnings.
- (iii) The combined weekly payments received from the SEB Plan and the weekly rate of Employment Insurance benefits shall not exceed ninety-five percent (95%) of the employee's weekly earnings.
- (iv) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (v) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payment received under the plan.
- (vi) Employees ineligible for EI benefits are not eligible for payments under the SEB Plan.

(b) Further Paid Parental Leave

If the employee's Employment Insurance benefits have been exhausted before the employee has taken ten (10) weeks of parental leave, then the Supplementary Employment Benefits Plan shall also be exhausted; thereafter, the Employer shall pay the employee's regular weekly earnings for the period from exhaustion of benefits until the ten (10) weeks of paid leave are exhausted.

(c) Employees Not Eligible for EI Benefits

An employee who has been employed by the Employer for twenty (20) weeks or more, but who is ineligible to receive Employment Insurance benefits for the reason that she has not accumulated enough insurable weeks of employment to qualify for them, shall be entitled to ten (10) weeks of parental leave at full pay.

(d) Foster Parents

An employee who becomes the guardian of a child through foster care is entitled to parental leave in accordance with Article 18.04 (c).

18.05 Sexual Assault Leave

An employee who has been sexually assaulted shall receive up to three (3) calendar months paid leave. If for reasons of employment, she is away from her residence at the time of the assault, the Employer agrees to cover the cost of travel to her place of residence.

18.06 Compulsory Quarantine

An employee who must submit to compulsory quarantine shall be entitled to twenty-one (21) days paid leave of absence.

18.07 Jury or Court Duty

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay the difference between the employee's normal earnings and the payment she receives for jury service or court witness.

18.08 General Leave

The Employer agrees to grant an employee general leave of absence of up to one (1) year without pay. By mutual agreement, such leave may be extended. The employee shall be reinstated at her previous level of seniority. This clause shall only apply to employees who have been employed for one (1) full year.

18.09 Leave for Incarceration

If an employee is incarcerated as a result of Federation business, the Employer agrees to grant paid leave of absence without loss of seniority for the duration of incarceration.

18.10 Bereavement Leave

Employees shall be granted, upon request, five (5) days leave with pay in the case of the death of a parent, partner, spouse, sibling, child, mother-in-law, father-in-law, grandparent, or close personal friend. Where burial takes place more than one thousand (1,000) kilometres from the place of residence of the employee, an additional two (2) days leave with pay shall be added to such bereavement leave.

18.11 Personal Leave

(a) The Employer, upon three (3) days written request, shall grant an employee paid leave on the following bases:

(i) Legal separation, or divorce - two (2) days;

- (ii) Serious household or domestic emergency - two (2) days;
 - (iii) Childcare and other child related responsibilities - five (5) days per year.
- (b) The Employer, upon three (3) days written request, shall grant an employee unpaid leave for the following reasons;
- (i) Household move;
 - (ii) Own marriage;
 - (iii) Graduation or marriage of the people referred to in 18.10;
 - (iv) Canadian Citizenship leave;
 - (v) Education leave for exams or registration as required by an educational institution - four (4) days per semester.

ARTICLE 19 - CORRESPONDENCE

19.01 All correspondence between the Employer and the Union, relating to this Agreement shall be exchanged between the Staff Relations Officer and the Union Representative. A copy of any correspondence between the Employer and an employee pertaining to this Agreement shall be forwarded to the Union Representative.

ARTICLE 20 - GRIEVANCE

20.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Representative to assist in the investigation, preparation and presentation of grievances.

20.02 Definition of Grievance

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

20.03 Types of Grievances

- (a) Individual Grievance

A grievance initiated by an individual.

(b) Group Grievance

Where the matter is of concern to a group of employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance.

(c) Policy Grievance

Where either party disputes the general application, interpretation, or alleged violation of an article of this Agreement, where the matter of concern is not specifically confined in scope to any particular party.

20.04 Stages for Commencement of Procedure

The procedure for settling individual and group grievances shall start at Step 1 with the exception of suspension or termination, which starts at Step 3. The procedure for starting policy grievances shall start at Step 3.

20.05 Grievance Procedure

Grievances shall be dealt with in the following manner:

- (a) Step 1 - The Union shall file a written grievance form with the Employer. This form shall state the details and nature of the grievance and specify the provisions of the Agreement, which have been violated. As well, the grievance shall specify the remedy sought. The Union's Representative shall seek to settle the dispute with the Staff Relations Officer to the satisfaction of the Grievor within ten (10) working days or fifteen (15) days if the SRO is out of the office.
- (b) Step 2 - Failing settlement under Step 1, the Union may request a meeting between the Union's Representative, the employee(s), the Staff Relations Officer and other representatives of the Employer within ten (10) working days, or fifteen (15) workings days if the SRO is out of the office, to attempt to resolve the matter. If a meeting is not requested by the Union at Step 2, the grievance shall proceed to Step 3.
- (c) Step 3 - Failing settlement under Step 2, the Union may submit the grievance and present the case to the next meeting of the Provincial Executive. The Staff Relations Officer will communicate the decision of the National Executive within five (5) working days, or ten (10) working days if the SRO is out of the office.

- (d) Step 4 - Failing settlement under Step 3, the Union may refer the matter to arbitration by notifying the Employer in writing.

20.06 Time Off for Grievances

An employee shall be permitted the necessary time off without loss of pay or benefits to be present at any stage in the grievance and arbitration procedure if so requested by either party.

20.07 No Introduction of Unknown Documents

The Employer agrees not to introduce into the grievance procedure any documents which the employee is unaware.

20.08 Time Limits May be Extended

Time limits may be extended by mutual agreement.

20.09 Replies in Writing

Replies to grievances shall be in writing at all stages. Where a grievance is denied, the reply shall include reasons for denying the grievance.

20.10 Grievances Not to Be Discussed

After a grievance has been initiated by the Union, the Employer shall not discuss the matter with the grievor without the consent and presence of the Union. Violation of this section shall result in the grievance being allowed.

20.11 No Contact Between the Grievor and Grievor

In cases of an individual grievance where an employee is grieving an individual member of the National Executive, with whom she would normally be required to work, the Employer shall, upon request, ensure that no contact between the Grievor and the Grievor shall occur. This may include, but not be limited to, a reasonable change in work responsibilities.

20.12 Precedent

If the Union, an employee, or a group of employees, choose not to grieve a particular situation or withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice.

20.13 Procedural Irregularities

When there is a mutual agreement between the Union and the Employer the arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance or reply, in order to determine the real matter in dispute.

ARTICLE 21 - ARBITRATION

- 21.01 Where the grievance is referred to arbitration by either party, the Union and the Employer shall each appoint a representative within five (5) working days of notification of intent to proceed to arbitration.
- 21.02 The Employer and the Union shall meet within five (5) working days of appointment for the purpose of selecting a single arbitrator.
- 21.03 Where a single arbitrator has been agreed upon by both representatives, the arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- 21.04 Where the arbitrator does not accept the request to arbitrate, or where she is unable to set a hearing within the ninety (90) days stipulated, the two (2) representatives shall meet within five (5) working days to select another arbitrator.
- 21.05 Where the representatives are unable to agree upon a single arbitrator within five (5) working days of meeting for that purpose, or where two (2) arbitrators have been selected but declined or were unable to set a hearing within the ninety (90) days specified, either party shall request, in writing, to the Minister of Labour that she appoint an arbitrator.
- 21.06 The parties shall jointly bear the expenses of the arbitrator.
- 21.07 Should parties disagree as to the meaning of the decision of the arbitrator either party may apply within twenty-one (21) days to clarify the decision.
- 21.08 The time limits may be extended by mutual agreement.

ARTICLE 22 - DISCIPLINE AND DISCHARGE

22.01 Just Cause

The Employer shall not discipline or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

22.02 Progressive Discipline

- (a) The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below.
- (b) The Employer recognizes that, prior to imposing disciplinary action, an employee and her Union Representative shall be informed of such complaint and be given a reasonable opportunity to correct the situation complained of, such information shall be given by the Staff Relations Officer.
- (c) Failure of the Employer to conform to the provisions of Article 23 shall render the discipline or discharge null and void.

22.03 Discipline and Discharge Procedure

(a) Step 1

A complaint about an employee's performance must be directed to the Staff Relations Officer. The Employer will then evaluate if there are grounds to pursue an investigation of the complaint.

(b) Step 2

Notice of Meeting - If the Employer determines that there might be grounds for further investigation, prior to any disciplinary action, the Staff Relations Officer shall notify the employee and the Union, in writing, and schedule a meeting to be held within five (5) working days of the closed session. In order to inform and give the opportunity to the employee to give her version of the situation complained of.

(c) Step 3

Letter of Warning - If, following Step 2 above, the Employer is not satisfied with the outcome of Step 2 above, the Staff Relations Officer will, within ten (10) working days of the meeting, issue a letter of warning to the employee. The letter of warning shall state that a disciplinary action may be imposed, in accordance with the procedure set out in this Article, after a given date to be determined by the Staff Relations Officer. Such date will be no less than one (1) month and will give the employee reasonable opportunity to correct the problem(s). If the employee is not satisfied that she has been provided a reasonable opportunity to correct the problem(s), she may proceed directly to Step 3 of the Grievance Procedure, Article 21.

22.04 Unjust Suspension or Discharge

- (a) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing commencing at Step 3 of the Grievance Procedure outlined in Article 21.
- (b) In the event an employee is found to have been unjustly suspended or discharged, she shall be reinstated in her former position with no loss of seniority or wages.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

23.01 Professional Development Seminar

Once per year, the Employer shall provide employees with the opportunity to attend a professional development seminar. The Employer agrees to pay the travel costs, accommodation costs and per diem, for employees to attend professional development seminars acceptable to the Employer. At least two (2) weeks prior to this seminar, the Employer shall receive a proposed agenda and budget. Not more than one (1) month following the seminar, the Employer shall receive a full report on the activities undertaken, as well as a full financial accounting.

23.02 Educational Allowance

The Employer shall pay the following costs for approved courses, seminars or workshops: all course fees, books and supplies, transportation for travel exceeding fifty kilometres round trip, child care and food and accommodation if the employee must be away from her normal place of residence.

If such instruction is required by the Employer, the Employer agrees to pay wages and benefits.

ARTICLE 24 - STAFF CHANGES

24.01 Job Postings

- (a) When a vacancy occurs or a new position is created, the Employer shall give employees and the National Union Representative two (2) weeks' notice to ensure that employees are aware of the opening and are able to apply for the position. Internal hiring may be waived by mutual agreement. No outside advertising of any vacancy shall be placed until the applications of present Union members have been fully processed.

- (b) Job postings shall contain the following: nature of the position, qualifications, required knowledge and education skills, wages and any other hiring criteria as determined by the Employer in consultation with the Union. All job postings shall state, "The Federation is an equal opportunity Employer" and shall indicate that the position is unionized.

24.02

Internal Hiring

- (a) Regular employees shall be considered first for all open positions. Where any employee applies for any given position, the Employer shall take into account the qualifications of the applicant(s).
- (b) Determination of qualifications shall be based on:
 - (i) the employee's resume at the time of application; and
 - (ii) any other information the employee wishes to provide.

Where more than one (1) qualified employee applies for any given position, the position shall be awarded to the applicant with the greatest seniority.

- (c) The applicant shall be deemed hired upon decision of the Provincial Executive.
- (d) A regular employee who is a successful applicant for the vacant position shall complete a trial period beginning on the date of commencement of working the new position and expiring after one hundred and twenty days (120) from the date of commencement of work in the new position. If the Employer or the employee is not satisfied during the trial period, the employee shall return to her former position, after two (2) weeks notice. Any other employee transferred as a result of the rearrangement of positions may also return to her former position.

24.03

External Hiring

Where no regular employee is appointed to an open position, a new employee will be hired only after consultation with the Union Representative or his designate.

24.04

Affirmative Action Hiring

The Employer is committed to a policy of affirmative action hiring. It is agreed that representatives of the parties shall meet within three (3) months of the signing of this Agreement to formulate such a policy.

24.05

Union Notification

The Union shall be notified in writing of all hirings, lay offs, transfers, recalls and terminations of employment.

ARTICLE 25 - TECHNOLOGICAL CHANGES

25.01 No Dismissal

No regular employee shall be dismissed by the Employer because of technological change. An employee who is displaced from her job by virtue of technological change will suffer no reduction in normal earnings, and will be given full opportunity to fill other vacancies in accordance with seniority.

25.02 Training

In the event that the Employer should introduce new methods, which require new skills, employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may acquire the necessary skills. In the event that additional training is required, the additional training time shall be agreed upon by the Employer and the Union.

ARTICLE 26 - LAY OFFS AND RECALL

- 26.01 A lay off shall be defined as reduction in the work force or hours of work. Any lay off of workers, or reduction of personnel within any job classification, shall occur solely after the Employer has demonstrated to the Union that the long-term financial viability of the Federation is seriously threatened and that such action is unavoidable.
- 26.02 All employees who have been laid off shall have access to all vacancies through the internal hiring process.
- 26.03 The Employer shall notify employees who are laid off at least eight (8) weeks before the lay off is to be effective. If work is not available for those eight (8) weeks, the employee shall be paid in lieu of work.
- 26.04 The Employer agrees to pay the full coverage to the group insurance plans for employees laid off for periods of less than six (6) months. In the event of a longer lay off, employees shall be given the right to continue this coverage through direct payment.
- 26.05 In the event that an employee is laid off, the Employer will pay all reasonable relocation expenses, within two (2) months of the actual lay off.

- 26.06 Grievances concerning lay offs shall be initiated at Step 3 of the Grievance Procedure.
- 26.07 The work plan of the office shall be amended to reflect reduced staff numbers. There shall be no increase in workload for remaining employees subsequent to lay offs.

ARTICLE 27 - SEVERANCE PAY

- 27.01 If the Employer is unable to provide comparable work for a displaced employee, as a result of the cessation of all, or part, of the Federation's operations, or changes in operating methods, the employee shall be given thirty (30) days notice and four (4) weeks severance pay, at her current salary, plus one (1) week's pay for every year of employment, to a maximum of six (6) years.

ARTICLE 28 - TERMS OF THE AGREEMENT

28.01 Duration

- (a) This Agreement shall be binding and remain in effect from September 1, 2007 until August 31, 2011. Any changes deemed necessary may be made by mutual agreement at any time during the existence of this Agreement.
- (b) Failing agreement by August 31, 2011, this Agreement and all its terms may continue in force until a new Agreement is executed.

28.02 Retroactivity

- (a) With the exception of vacation days, sick days and leave days, nothing in this Agreement shall be adjusted retroactively unless otherwise specified.
- (b) Should a new Agreement not be concluded within three (3) months of the termination date of this Agreement, the Employer agrees to pay interest on any wage increase at a rate of interest paid on a true savings account at the time of settlement at the financial institution through which the Employer issues pay cheques.
- (c) An employee who has ceased to be employed with the Federation between the termination date of this Agreement and the effective date of the new Agreement, shall receive retroactively any wage increase and enhancement of benefits.

28.03 Statutory Changes

If changes to any law or regulation invalidate any portion of this Agreement, the Articles affected shall be opened for negotiations. The Agreement shall not be invalidated.

28.04 Copies of the Agreement

(a) The Union and the Employer desire every employee and member of the Provincial Executive to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the Employer shall provide translated copies of the Agreement for distribution, in a timely fashion.

(b) Where a dispute arises over the meaning of any article due to translation, the English version shall prevail.

28.05 Bargaining Committee

The Bargaining Committee shall be made up of two (2) representatives of the Employer and two (2) representatives of the Union. Bargaining committee meetings shall be held at a mutually agreed upon time and place. Representatives of the Union shall have the right to attend bargaining meetings held within working hours without loss of remuneration.

28.06 Technical Information

The Employer shall make available to the Union, upon request, all technical information required for collective bargaining purposes or for the purpose of interpreting or administering the Collective Agreement. This information shall include, but is not limited to, audited statements, financial and other reports relating to the business of the Federation. It is understood that this clause does not include matters of solicitor-client privilege.

Dated at Winnipeg this _____ day of _____, 2009.

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3909 (Unit 3)**

**FOR THE CANADIAN FEDERATION
OF STUDENTS MANITOBA INC.**

SCHEDULE "A" - WAGES AND VEHICLE ALLOWANCE

Wages

SLIDING WAGE SCALE – BASED ON EXPERIENCE	
Year 1	\$ 1, 119.23 (bi-weekly)
Year 2	\$ 1,219.23 (bi-weekly)
Year 3	\$ 1,319.23 (bi-weekly)
Year 4	\$ 1,419.23 (bi-weekly)
Year 5	\$ 1, 519.23 (bi-weekly)

Casual and Contract Rate of Pay

\$ 16.00 per hour

Vehicle Allowance

From this point on per diem rates will be twenty-five cents (.25¢) as per the Bylaws of CFS-Manitoba.

Per Diem

\$ 40.00 per diem

\$ 20.00 half per diem

Registered Retirement Savings Plan

The Employer agrees to contribute an amount equivalent to five percent (5%) of the employee's gross base wage rate to a Registered Retirement Savings Plan. Contributions shall be made on a biweekly basis.

APPENDIX "I"1. Dental Insurance

Deductible:

- \$24 Single
- \$50 Family

(a) Basic Coverage

Co-insurance: 100%

Maximum: Unlimited

Dental Association Fee Schedule: Current

(b) Restorations and Orthodontic Coverage

Co-insurance: 50%

Maximum: Unlimited

Dental Association Fee Schedule: Current

2. Major Medical Expense Insurance

Deductible:

- \$10 Single
- \$20 Family

3. Visioncare Expense Insurance

\$200 every two (2) years to cover the cost of purchasing contact lenses or glasses.

4. Short-term Disability Insurance

The disability income available under this provision shall be equal to 66.7% of the first \$600 of weekly earnings and 50% of the balance to a maximum of \$920 per week, for a seventeen (17) week period.

5. Long-term Disability Insurance

The disability income available under this provision shall be equal to 66.7% of the first \$2,250 of basic monthly earnings and 50% of the balance to a maximum of \$4,000 per month. Payments commence at seventeen (17) weeks.

6. Life Insurance

100% of basic annual earnings to a maximum of \$200,000 in the event of the death of the employee.

7. Accidental Death and Dismemberment Insurance

100% of basic annual earnings to a maximum of \$100,000 in the event of the death of the employee. Dismemberment insurance provides coverage for physical loss in the event of an accident.

8. Dependent Life Insurance

If an insured dependent should die, the insurance on the life of that dependent will be paid to the employee (spouse: \$5,000; child: \$2,500).