



UNIVERSITY OF MANITOBA

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

September 1, 2014 – August 31, 2018
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 (Students - UNIT #1)**

(hereinafter called "the Union")

FOR THE PERIOD
SEPTEMBER 1, 2014 TO AUGUST 31, 2018

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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" shall mean one of Summer Session/Term, Fall Term/Term 1 or Winter Term/Term 2.
- 1.2 "Academic Session" shall mean one of Summer Session or Regular Session.
- 1.3 "Academic year" shall mean the twelve (12) month period commencing the first day of July and ending the thirtieth day of the following June.
- 1.4 "Bargaining unit position" shall mean any position of teaching, demonstrating, tutoring or marking in certificate or degree programs conducted by the University of Manitoba when and for the period of time the position is staffed by a University of Manitoba student.
- 1.5 "Bargaining Unit Service" shall mean the cumulative amount of time for which the employee has been employed in the Bargaining Unit.
- 1.6 "Department" shall mean a department in a faculty or school established by the University. For a faculty or school not organized into departments, "Department" shall be interpreted to mean Administrative Unit.
- 1.7 "Employee(s)" shall mean an employee who is a member of the Bargaining Unit as defined by Manitoba Labour Board Certificate Number MLB 5118.
- 1.8 "Lockout" is as defined in *The Labour Relations Act, R.S.M. 1987 c. L10*.
- 1.9 "Other Appointment" shall be defined as employment appointments to positions other than regular appointments. Postings for other appointments are not required.
- 1.10 "Regular Appointment" shall mean an employment appointment to a position of one (1) or more hours per week for a period of six (6) weeks or more. However, in the case of Lecturer/Instructors who are appointed to a three (3) or more credit hour course to be completed in less than six (6) weeks, such appointment shall be deemed a regular appointment.
- 1.11 "Regular Session" shall mean Term 1 or Term 2, or Term 1 and Term 2.
- 1.12 "Strike" is as defined in *The Labour Relations Act, R.S.M. 1987 c.L10*.
- 1.13 "Student(s)" shall mean a person(s) who is registered as a student at the University of Manitoba in accordance with the policies and procedures of the University of

Manitoba, during any time of their employment appointment for work covered by this Collective Agreement.

During Summer Session, "Student(s)" shall mean a person(s) who was registered as a student at The University of Manitoba during the academic session immediately previous to Summer Session in accordance with the policies and procedures of the University of Manitoba.

Unless otherwise stipulated in this agreement, a person who is not registered or who has not made arrangements to register as a student at The University of Manitoba is not eligible for employment covered by this Collective Agreement.

1.14 "Summer Session" shall mean May to August.

1.15 "Term 1" shall mean September to December.

1.16 "Term 2" shall mean January to April.

ARTICLE 2. OBJECTIVES

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

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

ARTICLE 3. SCOPE AND RECOGNITION

3.1 Bargaining Unit

The Employer, in accordance with Manitoba Labour Board Certificate No. MLB-5118 dated February 3, 1995, recognizes the Union as the exclusive bargaining agent for all students registered at the University of Manitoba who are employed by the University of Manitoba in teaching, demonstrating, tutoring or marking in certificate or degree credit courses who are paid through the Work Study Program, only those students employed in

Certificate or Degree Credit Courses in the Continuing Education Division, only those students employed in Certificate or Degree Credit Courses in Recreational Programs conducted by the University of Manitoba, save and except those employees covered by existing Collective Agreements, and those excluded by the Act.

3.2 Exclusions

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

3.3 Student Status

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

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

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

3.4 Bargaining Unit Service shall

- (a) begin with the employee's first day of employment in the Bargaining Unit.
- (b) be lost in accordance with the provisions of Clause 11.4.
- (c) be used for the purpose of accumulating Sick Leave in accordance with Article 17.

ARTICLE 4. OBLIGATION OF THE PARTIES TO ACT FAIRLY

- 4.1 The Employer and the Union hereby agree that in the conduct of carrying out their respective responsibilities in the administration of this Collective Agreement each Party

shall act reasonably, fairly, in good faith, in a non-discriminatory manner and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 5. NO STRIKES OR LOCKOUTS

- 5.1 The Union undertakes that there will be no strike during the term of this Collective Agreement nor will the Union take part in sympathy strikes.
- 5.2 The Employer undertakes that there will be no lockout during the term of this Collective Agreement.

ARTICLE 6. MANAGEMENT RIGHTS

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

ARTICLE 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 Collective Agreement to apply for membership in the Union and that the criteria for membership in the Union are the prerogative of the Union and its membership.

7.2 No Discrimination

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

It is agreed that no person who is or has been employed in the Bargaining Unit shall be penalized academically solely for the exercise of their rights under this Collective Agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the Union.

7.3 Union Solicitation

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

ARTICLE 8. COLLECTION OF UNION DUES AND INFORMATION TO THE UNION

8.1 Union Deductions

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

- 8.1.1 Deductions for new employees shall be made starting with the first pay, and calculated from the date of employment.
- 8.1.2 The Employer agrees that all inquiries covering union dues or union deductions shall be directed to the Union office.
- 8.1.3 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 assessment or any related action taken at the request of the Union.

8.2 Information

The Employer, shall provide the Local Union Office on a monthly basis, information, if available, as of the last day of the last pay period in each month on all employees in the Bargaining Unit. This includes surname and first name, employee number, a list of employing department(s) in the Bargaining Unit, home address, personal telephone number, UM e-mail address, date of hire, date admitted to the Bargaining Unit, dues deducted in the month, salary and dues accumulated year to date, course numbers and classifications held in each department.

- 8.2.1 Within twenty-one (21) calendar days of written request from the President of the Union or designate, the Associate Vice-President (Human Resources) or designate shall provide the President of the Union or designate with all information as required by statute.
- 8.2.2 The University shall make available to the Local Union Office, upon written request to the Associate Vice-President of Human Resources or designate and within a reasonable time thereafter, information on employees in the bargaining unit not provided for in 8.2 and 8.2.1, including available employment equity data on the representation of

designated groups. It is understood that this section shall not be construed to require the University to compile the information in the form requested if such data are not already compiled in the form requested, or to supply confidential information.

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

ARTICLE 9. UNION AND EMPLOYER REPRESENTATIVES, COMMITTEES AND MEETINGS

9.1 Union Business

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

9.2 Union Meetings

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

9.3 University Facilities

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

9.4 Bulletin Boards

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

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

9.5 Union Representatives

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

- (a) The name of any employee who is an Officer of the Union and their title.
- (b) The name of any employee who is a shop steward or Chief Steward and the area(s) of their jurisdiction.
- (c) 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
- (d) The name of any individual who is a CUPE National Representative or Special Assignments Officer.

9.6 Employer Representatives

The Employer shall supply the Local Union Office with a list as of September 15th of each year of its designated authorities with whom the Union may be required to transact business, including all relevant employees within Human Resources; all Employer representatives on the Labour/Management Committee; and all Deans, Directors, and Department Heads.

9.7 Employment Supervisor and Performance Evaluator Defined

“Employment Supervisor” shall mean the Department Head or designate. For a faculty or a school not organized in departments this will mean a Dean or Director.

The “Performance Evaluator” shall normally be the course Instructor for employees employed in Teaching Assistant/Demonstrator/Tutor/Seminar Leader and Grader/Marker classifications.

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

The Performance Evaluator shall be responsible for conducting the employee’s performance evaluation as provided for in Article 16.

9.8 Union Duties

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

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

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

When meeting with the Employer, the number of employees attending as representatives of the Union who are entitled to receive their usual remuneration from the Employer shall be as follows:

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

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

9.10 **Leave of Absence For Union Business**

- (a) The Employer, upon written application by the Union, will grant leave of absence without pay to employees elected or appointed to represent the Union at conventions, conferences, seminars, etc. provided that the employee's Employment Supervisor or designate is satisfied there will not be an unreasonable disruption of work.
- (b) Upon application, an employee on leave of absence for Union business may have salary continued and the University shall bill the Union for the cost of same. The Union shall reimburse the University within thirty (30) calendar days of receipt of billing.
- (c) An employee who is appointed, selected or elected to work for the CUPE Local 3909 or CUPE National organization may request a leave of absence without pay for up to a maximum of one (1) year. Such a request will not be unreasonably denied. Employees on such a leave of absence without pay will maintain seniority during this period.
- (d) Notwithstanding (a), (b) and (c) above, employees granted leaves of absence for Union business shall not be granted any expansion to their job security rights in Article 14 unless the leave of absence is for a minimum of one (1) term from a regular position for which they would otherwise be eligible to receive a continuance and they remain qualified for the position. In such cases the employee's expansion of their job security rights shall be limited to one (1) position in the next academic session during their job security period. There shall be no extension of their job security period.

ARTICLE 10. LABOUR/MANAGEMENT COMMITTEE

10.1 Committee

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

10.2 Purpose

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

10.3 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.

10.4 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. A representative of each Party shall be designated by each Party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee.

ARTICLE 11. SENIORITY

11.1 Definition of Seniority

- (a) Seniority is defined as length of employment within the Bargaining Unit within any given Job Security Period, i.e. Undergraduate Period, Pre-Master's Period (includes auditing, special or occasional students), Master's Period and Ph.D. Period as provided for in Clause 14.1.2 of this Agreement. Therefore, seniority shall begin, accrue and terminate separately for each Job Security Period.

An employee's seniority shall begin with the employee's first day of employment within any given Job Security Period and shall be the cumulative amount of time which the employee has been employed within a Job Security Period to a maximum of 2,080 hours per year and to the maximum number of years in the applicable Job Security Period. An employee's seniority shall be reported as the total number of hours an employee has worked within a Job Security Period.

- (b) Leave of absence without pay shall not count as seniority.
- (c) Paid sick leave will count as hours worked towards seniority.
- (d) For the purposes of this Article, a one (1) year period shall be the period between September 1st of one year and August 31st of the following year.
- (e) Seniority to be credited to a Lecturer/Instructor appointment will be sixty (60) hours per course credit hour.
- (f) For appointments paid by the student, seniority will be calculated on the basis of 2.7 hours per student to a maximum of 40 hours per week.

11.2 Application of Seniority

- (a) Seniority may apply to the process of hiring for vacant positions in the Bargaining Unit in accordance with Clause 13.3 and the discontinuance of positions in accordance with Clause 14.3.1(g).
- (b) In applying seniority, the most recent seniority list posted by Human Resources shall be used to determine seniority, except as follows:
 - (i) Where an employee's Job Security Period has expired, in accordance with Clause 14.1.2, subsequent to the effective date of the most recent seniority list, that employee's previous seniority will be considered as nil until the next seniority list is posted.
 - (ii) Where an employee has moved to a New Job Security Period, in accordance with Clause 14.1.2, subsequent to the effective date of the most recent seniority list, that employee's previous seniority will be considered as nil until the next seniority list is posted.
 - (iii) Where it has been agreed to adjust an employee's seniority as a result of a grievance settlement, the employee's revised seniority will be used from the date of signing of the grievance settlement until the next seniority list is posted.

11.3 Seniority Lists

The Employer shall post on the University of Manitoba home website two (2) seniority lists for the Bargaining Unit per year as follows:

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

The lists will include: name, department, academic program, first date of registration in the current academic program (i.e. commencement of Job Security Period) and accumulated seniority as at the pay period ending on or before January 15th and April 15th respectively.

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

applicable. If any corrections are made to the seniority list, a list of the corrections shall be posted within twenty (20) working days of the date of closure for corrections.

Seniority lists, for general administrative purposes and the calculation of the accumulation of sick leave credit shall also list an employee's Bargaining Unit Service. A copy of the lists will be sent to the Union.

11.4 Loss of Seniority

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

- (a) The employee's student registration at The University of Manitoba terminates and they are not registered again for a period of five (5) months following termination.
- (b) The employee loses their student status in accordance with Clause 3.3 of the Collective Agreement.
- (c) The employee (student) voluntarily withdraws from their academic program in which case their seniority shall be lost at the end of the academic term from which they have withdrawn.
- (d) An Authorized Withdrawal, when permitted by the appropriate Faculty, shall not be considered as a Voluntary Withdrawal and shall not result in loss of seniority, subject to the other provisions of Clause 11.4.
- (e) The employee continues to be a student, but has not been employed in the Bargaining Unit for twelve (12) consecutive months.
- (f) The employee voluntarily resigns their employment (declining a re-appointment in accordance with Clause 14.1(b), or transferring from one position to another in a Department with an established limitation on hours of work in accordance with Clause 14.2(k) does not constitute resignation).
- (g) The employee retires.
- (h) The employee is dismissed in accordance with Article 18 (Discipline and Dismissal) and is not reinstated.

11.5 Exemption to Clause 11.4

The following exemptions apply to Clause 11.4 wherein an employee may resign their employment for any of the reasons listed below and they may qualify to retain their seniority for up to eighteen (18) months following the commencement date of the said election, appointment or engagement as is applicable:

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

11.5.1 In order for an employee to qualify for retention of seniority under Clause 11.5, the employee, within ten (10) calendar days of their resignation, must submit to the appropriate Staff Relations Officer a written request for said retention of seniority stating the specific reason for such request along with written confirmation of their election, appointment or engagement as is applicable.

11.6 Loss of Bargaining Unit Service

Bargaining Unit Service shall be lost under the same conditions as seniority is lost as outlined in Clause 11.4 of the Collective Agreement.

ARTICLE 12. POSITION CLASSIFICATION AND SALARIES

12.1 Classification of Positions

The positions of all employees shall be classified under the classification names specified in this Article.

12.1.1 Classification Specifications

It is the Employer's right to determine the job that is to be performed. The Employer shall prepare classification specifications which will describe the duties and requirements of each classification. The Employer shall provide a copy of all classification specifications to the Union.

12.1.2 Revised and New Classifications

Existing classifications may be revised and new classifications may be established during the term of this Collective Agreement. In the event of the foregoing, the Employer shall notify the Union by providing a copy of the revised or new classification specification to the Union. The Employer shall also advise the Union in writing as to the rate of pay for the new or revised classification. The Employer and the Union shall review the rate of pay

for the new or revised classification if the Union so requests. If the Employer and the Union are unable to agree upon the rate of pay for the new or revised classification the matter may be referred to arbitration in accordance with Clause 20.12 of the Collective Agreement.

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

12.2 Responsibilities

The duration and hours of work for the various types of employment appointments shall be determined by the Employment Supervisor(s) and shall be based on the requirements of the academic session in which the appointment takes place. Where, after having filled Bargaining Unit positions, a department or faculty finds it necessary to reduce the hours of work for those positions, the employees in those positions will be provided with two (2) weeks written notice.

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

12.3 Determination of Hours of Work

In determining the hours of work per day and/or per week the Employment Supervisor shall take into consideration the time required to perform all of the duties including preparation time if applicable.

12.3.1 Authorization for Excess Hours of Work

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

Where consultation is to discuss hours of work beyond the expected hours of work as stated in the job posting or continuance letter, the Employment Supervisor is to take into consideration the employee's academic program requirements when assigning extra duties. During this consultation, the employee, if they choose, may have a representative of the Union present, provided that the Employment Supervisor is given one (1) day's

advance notice of the Union representative's attendance. The Employment Supervisor may choose to have a representative from Human Resources present.

If resolution is not reached during the consultation process, the matter may be submitted to the grievance process in writing at Step 2 in accordance with Clause 20.11.

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

Employees are not required or expected to work in excess of assigned hours of work unless the excess hours of work are authorized by the employee's Employment Supervisor. Where an employee is authorized to work in excess of assigned hours of work, the employee shall be paid for the excess work.

12.3.2 Hours of Work and Overtime

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

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

12.4 Lecturer/Instructor Marking Assistance

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

12.5 Provision of Facilities and Materials

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

12.6 Salaries

Salaries shall be paid bi-weekly over the period of the appointment in accordance with the rates of pay contained in this article. A bi-weekly pay period shall consist of fourteen (14) calendar days beginning 00.01 hours Saturday to 24.00 hours Friday.

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

12.6.1 First Payment

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

12.6.2 Temporary Assignment

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

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

12.7 Record of Employment

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

12.8 Hourly rates, excluding vacation pay, will be as follows:

	Sept. 1/14	Sept. 1/15	Sept. 1/16	Sept. 1/17
Level 1* Grader/Marker	\$13.73	\$14.07	\$14.21	\$14.42
Level 1* Teaching Assistant Demonstrator Tutor Seminar Leader	\$18.60	\$19.07	\$19.26	\$19.55
Level 2** Grader/Marker	\$15.10	\$15.48	\$15.63	\$15.86
Level 2** Teaching Assistant Demonstrator Tutor Seminar Leader	\$20.46	\$20.97	\$21.18	\$21.50
Level 3*** Teaching Assistant	\$22.30	\$22.86	\$23.09	\$23.44

Demonstrator				
Tutor				
Seminar Leader				

- * **Level 1: Applicable where an Undergraduate Degree is not a job requirement.**
- ** **Level 2: Applicable where a minimum of an Undergraduate Degree or equivalent is a job requirement.**
- *** **Level 3: Applicable where a minimum of a Master's Degree is a job requirement.**

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

12.9 Minimum course rate for Lecturer/Instructors

The minimum course rate for a Lecturer Instructor appointment, including vacation pay, will be as follows:

	Sept. 1/14	Sept. 1/15	Sept. 1/16	Sept. 1/17
Lecturer/Instructor Course Rate	\$1543.45	\$1695.56	\$1712.52	\$1738.21
Lecturer/Instructor Hourly Rate	\$27.57	\$28.26	\$28.54	\$28.97

- (a) The course rate of pay represents total payment for all work required of a Lecturer/Instructor including preparation time, classroom contact time, follow-up of grade appeals and all other time required and is inclusive of six percent (6%) vacation pay and any statutory holiday pay.
- (b) The course rate is per one (1) credit hour and is based on sixty (60) hours of work for each credit hour to a maximum of forty (40) hours per week.
- (c) The course rate of pay shall be paid in equal bi-weekly installments over the duration of the employment appointment.
- (d) Where an employee in a Lecturer/Instructor position accepts another appointment/position with the University, the hours of work per day or per week per appointment/position shall be considered separate and distinct from one another for the purpose of determining when overtime shall apply.

12.10 Distance and Online Courses Offered through Extended Education

The following rates for Distance and Online Courses offered through Extended Education will be per student based on the student count at the close of the registration revision period, including vacation pay.

	Sept. 1/14	Sept. 1/15	Sept. 1/16	Sept. 1/17
Per Student 3 Credit Hour Course	\$98.00	\$100.45	\$101.45	\$102.97
Per Student 4 Credit Hour Course	\$131.00	\$134.28	\$135.62	\$137.65
Per Student 6 Credit Hour Course	\$196.00	\$200.90	\$202.91	\$205.95

- (a) The pay represents total payment for all work required of a Lecturer/Instructor for Distance and Online courses offered through Extended Education including preparation time, student contact time, grading, invigilating, follow-up of grade appeals, web-conferencing and assignment creation.
- (b) Employees under this clause will be paid in bi-weekly installments over the duration of the employment appointment.
- (c) The rates of pay are inclusive of six percent (6%) vacation pay and any statutory holiday pay.
- (d) Where an employee under this clause accepts another appointment/position with the University, the hours of work per day or per week per appointment/position shall be considered separate and distinct from one another for the purpose of determining when overtime shall apply.

ARTICLE 13. POSTING, SELECTION PROCEDURES, APPOINTMENTS AND POSITION VACANCY POSTING CANCELLATIONS

13.1 Position Posting

- (a) The Parties share the objective of maximizing opportunity of employment for University of Manitoba students. Accordingly, the Employer shall normally post regular positions in all classifications of work traditionally performed by Bargaining Unit employees (i.e. Lecturer/Instructor, Teaching Assistant, Demonstrator, Tutor, Seminar Leader, and Grader/Marker).

- (b) Where the Employer has determined that a position in the Bargaining Unit of regular appointment (as defined in Clause 1.10) be filled, the Employer shall normally post a Position Vacancy Notice on the Human Resources website (REACHUM) for a minimum of fourteen (14) calendar days prior to the date of application closure. An electronic notification of the position vacancy shall be sent to the Local Union Office.
- (c) Where the Employer requires that a position in the Bargaining Unit of other appointment (as defined in Clause 1.9) be filled or where an appointment is made to temporarily fill a position in the Bargaining Unit created as a result of the regular incumbent of the position being absent due to Sick Leave, Maternity/Parental Leave for Adoption, or Leave of Absence (Article 17), the Employer may do so without posting.

13.1.1 Position Vacancy Notice

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

A copy of each Position Vacancy Notice will be made available to the Union through REACHUM at the time the job is posted.

A Position Vacancy Notice may contain the following: "Preference may be given to applicants who are, or will be, a registered student studying in the Department which is posting the employment opportunity at the time that the duties of the position commence."

13.1.2 Composite Position Vacancy Notice

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

13.1.3 Lecturer/Instructor Position Vacancies For One Term Only

- (a) Where a Department's PhD program requires that a student obtain teaching experience as a program requirement, a Lecturer/Instructor position may be posted with preference given to PhD students in the Department. Continuance rights as stipulated in Clause 14.1 shall not apply to such appointments.

- (b) Such appointments shall be identified on the Position Vacancy Notice as a one-term only appointment with no continuance rights. It will further stipulate that preference will be given to PhD students within the stated Department who are required to teach in order to complete the PhD program requirements.
- (c) The Union will be advised in writing when this Clause is invoked and will, upon request, be given information to confirm that this is a requirement of that particular student's PhD program.

13.2 Application for Vacancy

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

13.3 Selection for Position Vacancy

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

Positions will be awarded on the basis of equitable distribution in the following order:

- (a) First, to students who will be within their JSP at the time that the duties of the position commence and who do not have a position.
- (b) Second, to students who will be within their JSP at the time that the duties of the position commence and who already have a different position.
- (c) Students who will be outside their JSP at the time that the duties of the position commence may be awarded position(s) in accordance with Clause 14.1.2(e).

When making a selection for a vacancy, the Employer shall consider academic performance and work performance in accordance with Article 16; and academic and

other qualifications which are demonstrably applicable to the position and which are set out on the Position Vacancy Notice.

13.3.1 Notice of Selection Decision Results

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

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

13.3.2 Reasons for Selection Decision

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

13.4 Unsuccessful Candidate May Grieve

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

13.5 Cancellation of Position Vacancy Posting

The Employer may cancel a position vacancy posting prior to an offer of appointment being made. The Union will be notified in writing of all canceled position vacancy postings as soon as possible after the date of cancellation through the notice procedure described in Clause 13.3.1.

13.6 Appointment Consultation

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

ARTICLE 14. JOB SECURITY, JOB SECURITY PERIODS, LIMITATION ON HOURS OF WORK AND POSITION CONTINUANCE/DISCONTINUANCE

14.1 Job Security

An employee hired for a position of regular appointment shall, subject to continued satisfactory work and academic performance in accordance with the provisions of Article 16, remain in said position from academic year to academic year as per the Job Security Period provided for in Clause 14.1.2 unless and until:

- (a) The position is discontinued in accordance with Clause 14.3; or
- (b) The employee notifies their Employment Supervisor in writing prior to the end of their current appointment or when offered the position (before being offered or when offered the position for the next academic term) that they are declining re-appointment to the position in the subsequent academic term. Declining a re-appointment in accordance with this Article does not constitute a resignation; or
- (c) The employee's student status is severed in accordance with Clause 3.3; or
- (d) The employee's seniority is severed in accordance with Clause 11.4.

14.1.1 In accordance with Clause 14.1, the employee has the "first right of refusal" for the same position of regular appointment if the position is "offered" in the same session in the subsequent academic year provided that the position involves the same type of work in the same classification in Article 12 and the employee remains qualified to do the work.

The course content with which the position is associated may change, the hours of work per day and/or per week may change but if the incumbent continues to be qualified to perform the duties of the job, the position continues to be the "said" or "same" position.

"Same session in the subsequent academic year" means regular session or summer session but not a combination of both, unless the position is specifically established or posted as a combination of the two sessions.

14.1.2 Job Security Period (JSP)

Subject to all other provisions of Articles 13 and 14 and the provisions of Article 16, the following shall apply:

- (a) Undergraduate Period – An undergraduate student who is hired for a position(s) of regular appointment shall be continued in that position(s) (if the position(s)

is/are continued) up to and including their fourth (4th) consecutive year of University of Manitoba registration as an undergraduate student. The four (4) year period shall commence with the student's first (1st) date of registration as an undergraduate student.

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

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

- (d) Ph.D. Period – A Ph.D. student who is hired for a position(s) of regular appointment shall be continued in that position(s) (if the positions(s) is/are continued) up to and including the fourth (4th) consecutive year of their Ph.D. program. The four (4) year period shall commence with the student's first (1st) date of University of Manitoba registration as a Ph.D. student in any given Ph.D. program in which the student is enrolled.
- (e) Notwithstanding Clauses 14.1.2(a) through 14.1.2(d), a student's Job Security Period shall end when the student has completed all requirements necessary to graduate from their current program of studies and the eligibility requirements for their graduation are completed.

At the discretion of the Department, an employment appointment held by an employee may be continued beyond the end of a Job Security Period for the same appointment (or portion thereof) for the same session in subsequent academic year(s). Seniority shall not accrue beyond the end of the Job Security Period. If such continuation is to occur, the employee shall be notified in writing with a copy to the Union.

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

- (a) An employee shall accrue seniority and retain position continuance rights for each separate Job Security Period as outlined in Clause 14.1.2. Both terminate at the end of each Job Security Period and start anew at the beginning of first hire in the next Job Security Period (except as provided in Clause 14.1.3(d).
- (b) An employee, subsequent to the end of any given Job Security Period and prior to entry into the next Job Security Period, (i.e. an employee who continues in an academic program beyond the number of years specified for the corresponding Job Security Period) may apply for position vacancies, however their previous seniority shall be considered as nil and selection to the position vacancies is subject to the provisions of Clause 13.3. If the employee is appointed to a position(s) in this circumstance they shall not accrue any seniority nor shall they establish any continuance rights in the position(s).
- (c) An employee, at or near the end of any given Job Security Period or upon or after entry into the next Job Security Period, may apply for position(s) within the next Job Security Period, and shall be considered for the position(s) in accordance with Clause 13.3. If the employee is appointed to the position(s) they shall begin to accrue seniority in that next Job Security Period from date of hire.
- (d) If employment in a position bridges two Job Security Periods, or commences after one Job Security Period ends and prior to the beginning of the next Job Security Period but continues into the next Job Security Period, the employee shall accrue seniority in the latter Job Security Period only for that portion of the position employment which is worked within that Job Security Period and position continuance shall not apply to that position.

14.2 **Limitation on Hours of Work:**

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

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

- (d) A limitation is the maximum number of hours of work per week an employee may work in a given Department, except as otherwise provided for in this Clause;
- (e) Where a Department exercises its discretion to invoke a limitation on the hours of work, such limitation shall apply to all Bargaining Unit employees in the Department;
- (f) The limitation on hours of work in any given Department shall apply within that Department only and shall not apply to, or be affected by, any hours of work being worked by an employee in another Department;
- (g) Where a Department sets a limitation on hours of work, the limitation shall be set at no less than twelve (12) hours per week per employee;
- (h) The hours of work may include one or more positions. In order to determine when an employee has met or exceeded the limitation on hours of work per week, the hours of work per week for a position shall be determined by the information provided on the Position Vacancy Notice or the Notice of Position Continuance;

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

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

- (i) The limitation shall not include extra hours occasionally worked beyond the normal limitation as, from time to time, the need arises (as determined by the Employment Supervisor) for extra hours;
- (j) Where a Department has invoked a limitation on the hours of work, an applicant may apply for and be appointed to any number of positions so long as the sum of hours of the combined appointments do not normally exceed the limitation except as provided for in subsection (m) below;
- (k) Where a Department has invoked a limitation on the hours of work and an employee applies for a position vacancy where appointment to that position would place them beyond the limitation on hours, the following will apply:

- (i) If there are no other qualified applicants (as per Clause 13.3) whose hours of work for the Department would not exceed the limitation if appointed to that position, the Department may choose the most qualified applicant (as per Clause 13.3) and allow the said applicant to exceed the limitation on hours of work; or
 - (ii) Where an employee is the most qualified applicant (as per Clause 13.3) for a vacant position of greater gross monetary value in the same Department, the Department will allow the employee to transfer from one position to the vacant position. Such a transfer does not constitute resignation of employment as per Clause 11.4(f).
- (l) Where an employee is not re-appointed to a portion of their appointments as a result of the establishment of a limitation of hours of work as described herein, they shall be re-appointed to positions in the order of most valuable to least valuable appointment(s), as determined by the gross monetary value of the position, (normally an Instructorship before a Teaching Assistantship; a Teaching Assistantship before a Grader/Markership; a Level Two (2) position before a Level One (1) position; and a two-term appointment before a one-term appointment) or as otherwise mutually agreed between employee and Department.
- (m) Any Departmental limitation on hours of work shall be established as follows: For regular session (September – April) no later than May 31st of a given year to be effective commencing September 1st of that year until April 30th of the following year. For summer session (May – August), no later than March 1st of a given year to be effective May 1st to August 31st of that same year. Notice of a limitation on hours of work will be sent prior to, or concurrently with, Notice of Position Continuance and Discontinuance. Written notice to establish or change or rescind any such limitation shall be provided by the Department to the employees of the Department and the appropriate Staff Relations Officer. The Staff Relations Officer shall in turn notify the Union in writing. The notice shall identify the Department in question, the limitation being invoked, the effective date and expiry date of the establishment of any limitation, or any change in the limitation, or the cessation of the limitation, and confirmation that all employees of the Department, who shall be listed thereon, have been notified in writing of same;
- (n) The provisions of Clause 14.2 (Limitations on Hours of Work) shall take precedence over the provision of Clause 14.1.2 (Job Security Period) only for those appointments which place the employee in excess of the Departmental limit on hours of work.

14.3 Position Continuance/Discontinuance

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

- (a) No position shall be discontinued in order to offer the position to another employee covered by this Collective Agreement except as provided for by Clause 14.1.3(a) (Expiration of a Job Security Period) and Clause 14.2(l) (Non-Reappointment Due to a Limitation on Hours of Work); and
- (b) The Employer retains the right to discontinue a Lecturer/Instructor position at the end of a session for the purpose of reassigning the work associated therewith during the next session to a full time academic staff member, or to a sessional academic, or to a better qualified recent Ph.D. graduate, or to a qualified outside specialist with expertise in the course content area, where such a re-assignment of the work is in the best interests of the academic program of the Department;
- (c) The Employer retains the right to discontinue a Teaching Assistant/Lab Demonstrator/Tutor/Seminar Leader or Grader/Marker position at the end of a session for the purpose of re-assigning the work associated therewith during the next session to the instructor of the course with which the position is associated;
- (d) Where an employee is discontinued from a position of regular appointment and the employee is within a Job Security Period, and:
 - (i) An alternative position is or becomes available in the same session of the subsequent academic year in the same Department as the discontinued position.
 - (ii) The alternative position provides the same or similar expected hours of work as the discontinued position.
 - (iii) The alternative position has the same classification and level as the discontinued position.
 - (iv) The employee is qualified for the alternative position.
 - (v) The Employer intends to fill the alternative position with a student; then the employee shall be offered the alternative position in lieu of the position from which they were discontinued before the position is otherwise filled.
- (e) The Employer shall send to the Union, no later than July 30th for positions in the Regular Session and no later than March 16th for positions in Summer Session, a list of employees eligible for alternative positions pursuant to this Article. The

list shall contain the names of all discontinued employees, their department of employment, and their discontinued course classification and level.

14.3.1 Where a position of regular appointment is to be either continued or discontinued for the same session in the subsequent academic year, the Employment Supervisor shall confirm in writing either the continuance or the discontinuance of the position as is applicable to the incumbent employee as follows:

- (a) Regular Session (September – April) - for positions which fall within the regular session, no later than June 30th but normally the date will be four (4) weeks after the operating budget is approved by the Board of Governors.
- (b) Summer Session (May - August) - for positions which fall within summer session, no later than March 1st.
- (c) For each regular appointment held, an employee shall receive notice of either:
 - (i) Position Continuance; or
 - (ii) Position Discontinuance; or
 - (iii) Position Discontinuance as a result of being outside of a Job Security Period.
- (d) Notices of position continuance will contain the following information:
 - (i) Employee Group, Faculty, Department/Program, Classification.
 - (ii) To the extent that it is known by the Department/Program at the time, information on: start date, end date, course number, Employment Supervisor, Performance Evaluator, expected hours of work per week, expected weeks of work, and expected total hours of appointment.
- (e) Where an employee has not been sent timely notice in accordance with this article, they shall be deemed to be continued in their position(s) of regular appointment for the same session in the subsequent academic year. Notification shall be sent to the Union.
- (f) Notwithstanding anything contained in Clauses 14.3(a) and 14.3(b) the Employer may withdraw the offer of a continuance of a position(s) if the course or section(s) of the course with which the position is associated will not be offered.

Where an offer of continuance has been withdrawn, the employee will be eligible for alternative positions in the same manner as employees discontinued from regular appointments as outlined in Clause 14.3(d).

For Lecturer/Instructor Positions, where no alternative position is available, the provisions of Clause 15.2 will apply.

- (g) Where more than one employee holds the same or similar position in a given course, and where a portion of such same or similar positions are to be discontinued, and where qualifications and performance (performance - as determined in accordance with Article 16) are relatively equal, the positions shall be discontinued in reverse order of seniority of the employees who hold them;
- (h) Employees shall be responsible for keeping their department of employment notified of their addresses. Where an employee's location is such that they cannot be reached or cannot be reached in a timely fashion arrangements shall be dealt with on an individual basis in consultation with the Union in such a way as to safeguard the employee's opportunities for Bargaining Unit employment;
- (i) A copy of the notice of position continuance/discontinuance shall be forwarded simultaneously to Human Resources and the Union.
- (j) An employee who has been sent a notice of position continuance by a Department shall be required to reply in writing to the Department indicating whether or not they will accept the employment offered no later than one month after the letter was issued.

If no response to the notice is received from the employee by the Department-after one month from when the notice of position continuance was sent the offer of employment shall be deemed to be rejected by the employee.

- (k) Departments shall send to Human Resources and the Union a list of employees who are not eligible for re-appointment to a Bargaining Unit position because the employee has graduated or has otherwise severed their student status in accordance with Clause 3.3.

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

The information will be provided as soon as possible after the deadline for reply stated in subsection (j), but no later than September 1st for the Regular Session or April 15th for Summer Session.

- (l) Where a position has been discontinued but is subsequently reinstated for the same session in the subsequent academic year, and the Employer intends to staff the position with a student-employee the position shall first be offered to the previous incumbent of the position before the position is otherwise filled.

ARTICLE 15. WITHDRAWAL OR CANCELLATION

15.1 Withdrawal of Offer of Appointment

The Employer may withdraw an offer of appointment made to an employee before the duties of the position have commenced. The employee, subject to qualifications, competence and ability, shall be placed in a position vacancy of equivalent remuneration, if such a position is available.

With the exception of Clause 13.4, no position may be withdrawn, which has been offered to a candidate in accordance with Clause 13.3.1, in order to offer the position to another candidate.

15.2 Cancellation of Lecturer/Instructor Appointments

15.2.1 Courses Other than Summer Session and Distance and Online courses offered through Extended Education

Where a Dean, Department Head or administrative equivalent cancels a course other than a Summer Session or Distance and Online courses offered through Extended Education which an employee in a Lecturer/Instructor appointment has been appointed to teach, the employee affected shall be paid a cancellation fee per course as follows:

- (a) if the cancellation occurs between eight (8) and twenty-one (21) calendar days before the first scheduled class, a cancellation fee of \$275.00;
- (b) if the cancellation occurs within seven (7) calendar days of the first scheduled class, a cancellation fee of \$525.00; and
- (c) if the cancellation occurs on or after the first scheduled class, a cancellation fee of \$775.00.
- (d) no cancellation fee shall be paid for cancellations more than twenty-one (21) calendar days in advance of the first scheduled class.

15.2.2 Summer Session Courses

Where a Dean, Department Head or administrative equivalent cancels a Summer Session course which an employee in a Lecturer/Instructor appointment has been appointed to teach, the employee affected shall be paid a cancellation fee per course as follows:

- (a) if the cancellation occurs within seven (7) calendar days of the first scheduled class, a cancellation fee of \$525.00; and
- (b) if the cancellation occurs on or after the first scheduled class, a cancellation fee of \$775.00.
- (c) no cancellation fee shall be paid for cancellations more than seven (7) calendar days in advance of the first scheduled class.

15.2.3 Distance and Online courses offered through Extended Education

Where a Dean, Department Head or administrative equivalent cancels a Distance and Online course offered through Extended Education which an employee in a Lecturer/Instructor appointment has been appointed to teach, and no alternate position becomes available in the same Department, the employee affected shall be paid a cancellation fee per course as follows:

- (a) if the cancellation occurs within five (5) calendar days of the commencement of the course, a cancellation fee of \$275.00; and
- (b) if the cancellation occurs on or after the commencement of the course, a cancellation fee of \$525.00.
- (c) no cancellation fee shall be paid for cancellations more than five (5) calendar days in advance of the commencement of the course.

15.2.4 The cancellation fee will not be paid if the employee is offered an appointment to teach an alternate course in the same term with equivalent credit hours. An employee shall receive a pro-rated cancellation fee if offered an alternate course with lower credit hours.

ARTICLE 16. PERFORMANCE EVALUATION

16.1 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.

16.2 Ongoing Evaluation

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

Where the performance evaluation involves evaluation of teaching or supervision of students in the classroom or laboratory the employee shall be given a minimum of two (2) calendar days' notice of the performance evaluation. A written report on the employee's performance evaluation shall be prepared by the Performance Evaluator with a copy provided to the employee within thirty (30) calendar days of the performance evaluation.

Following the completion of an employee's performance evaluation and receipt of the written evaluation the performance evaluation shall be discussed between the employee and their Performance Evaluator.

The employee shall sign the written performance evaluation to acknowledge that said discussion took place. The employee may add their written comments to the performance evaluation if they so wish. The employee's written comments shall be attached to the performance evaluation. A written performance evaluation including the employee's written comments, if any, shall be included in the employee's employment file. An employee may request an additional performance evaluation(s); however whether or not the request(s) is complied with shall be at the discretion of the Employment Supervisor.

If difficulties are encountered in completing the evaluation, then either the employee or the Employment Supervisor may request that Human Resource assist the Parties in completing an evaluation that is fair, reasonable and accurate.

16.3 Unsatisfactory Performance

Where the Employment Supervisor finds an employee's work performance to be unsatisfactory the employee may be disciplined in accordance with Article 18 (Discipline And Dismissal) of the Collective Agreement.

16.4 Academic Performance

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

academic performance that is in accordance with applicable University of Manitoba academic standards.

Where a candidate/employee fails to maintain satisfactory academic performance, in accordance with applicable University standards as provided for in The University of Manitoba General Calendar, in courses that are demonstrably applicable to their position, such shall be sufficient cause to not offer an employment appointment in accordance with Clause 13.3, or a re-appointment/continuation of employment in accordance with Clause 14.1 or Clause 14.3.

ARTICLE 17. LEAVE OF ABSENCE

17.1 Definition of Sick Leave

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

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

17.2 Accumulation of Sick Leave

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

17.3 Sick Leave – How Payable

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

17.4 Notification of Employer When Sick

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

Absence from employment due to sickness without notification of the Employment Supervisor, Department, or Human Resources Department shall be considered as

unauthorized leave and the employee will not receive sick pay unless they can provide reasonable evidence that notification was not possible.

17.5 Medical Certificate

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

17.6 Second Medical Opinion

In cases of long term or frequent sick leave claims, the Employer may require the employee to obtain a second medical opinion from a doctor appointed by the Employer. In this event, the employee will authorize the doctor who rendered the first opinion to make the required information available to the second doctor and shall, if requested, substantiate that they have given this authorization.

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

17.7 Failure to Furnish Medical Certificate or Authorize Release

If the employee fails to furnish a medical certificate when requested or does not release information for a Second Opinion the employee's absence from work may be considered as unauthorized and consequently without pay.

17.8 MPI Wage Loss Replacement Benefits

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

An employee who qualifies for wage loss replacement benefits from MPI shall continue to receive their normal sick leave benefits as per Clauses 17.2 and 17.3, and have the MPI wage loss replacement benefits reimbursed to the University and offset against the employee's salary so as to preserve the non-taxable nature of MPIC benefits.

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

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

17.9 Maternity Leave

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

- (a) Have completed sixty-five (65) hours of employment with the Employer.
- (b) 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.
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.

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

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 17.9(c);
- (b) 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 17.9(c) and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;
- (c) 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.

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

17.9.3 Extension of Maternity Leave With Leave of Absence Without Pay

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

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

17.10 **Parental Leave**

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

- (a) Have completed sixty-five (65) hours of employment with the Employer;
- (b) 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;
- (c) Become the parent of their newborn or newly adopted child.

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

17.10.2 An employee who applies for Parental Leave may also apply for Parental Leave Benefits through the Human Resources and Skills Development Canada.

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

17.11 **General Leave**

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

17.12 **Witness/Jury Duty**

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

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

17.13 Unscheduled Family Care

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

17.14 Bereavement Leave

An employee shall normally be granted up to three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, or of any second degree relative who has been residing in the same household.

An employee will normally be granted up to one (1) regularly scheduled work day of leave without loss of salary or wages in the case of the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

Where burial occurs outside of the city, such leave shall also include reasonable travelling time, the latter not to exceed an additional two (2) days. In cases where two (2) days is insufficient travelling time, additional unpaid leave may be granted.

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

17.15 Compassionate Care Leave

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

- (a) **Eligibility:** The employee must have worked for the University for at least thirty (30) days prior to the intended date of leave, unless otherwise agreed to by the Employer.
- (b) **Criteria:** The employee must provide a medical certificate from the family member's physician certifying that the employee's family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks and the family member requires the care or support of another family member;

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

- (i) the employee's spouse or common-law partner (including same sex partner).
 - (ii) the employee's child or the child of their spouse or common-law partner.
 - (iii) the employee's parent or the spouse or the common-law partner of the employee's parent.
 - (iv) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild, or grandparent of the employee or of the employee's spouse or common-law partner.
 - (v) a parent of the employee's common-law partner.
 - (vi) a current or former foster parent of the employee or of the employee's spouse or common-law partner.
 - (vii) the spouse or common-law partner of a person mentioned in any of (i) (ii) or (iii) above;
 - (viii) any other person whom the employee considers to be like a close relative whether or not they are related by blood, adoption, marriage or common-law relationship and any other person who is a member of a class of persons described in the *Employment Standards Code Regulations*.
- (c) **Notice:** The employee must apply in writing two (2) weeks prior to taking the leave, unless circumstances necessitate a shorter period.

- (d) **Leave:** The employee may take no more than two (2) periods of leave totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (e) **Return:** The employee may end their compassionate leave early by giving the Employer forty-eight (48) hours' notice.
- (f) At the end of an employee's leave under this Clause, the Employer shall reinstate the employee to the position occupied when the leave began or in a comparable position with not less than the same wages and benefits.

ARTICLE 18. DISCIPLINE AND DISMISSAL

- 18.1 Prior to deciding upon any disciplinary action the Employer shall normally meet with the employee for the purpose of discussing and attempting to resolve the problem.
- 18.2 Prior to any meeting where an employee is being interviewed regarding allegedly culpable activity, the employee shall be advised of their right to Union representation.
- 18.3 Where the Employer intends to discipline an employee:
 - 18.3.1 The Employer shall normally convene a meeting with the employee, the Union Representative, and Human Resources in order to review the issue and outline the disciplinary action.
 - 18.3.2 The Employer will inform the employee of the areas of concern and remedial action expected.
 - 18.3.3 All disciplinary action shall be summarized in writing by the Employer to the employee, and shall be placed on the employee's personnel file. A copy shall be sent to the President of the Union, or designate.
 - 18.3.4 Discipline may take the form a written reprimand, suspension without pay or dismissal. A suspension without pay shall normally range from one (1) to ten (10) days without pay, depending on the offense.
 - 18.3.5 A written reprimand will expire at the end of the employee's next regular appointment unless further disciplinary action has been taken. When a written reprimand is no longer in effect the employee will be notified in writing that their written reprimand will be removed from their file, with a copy to the Union.

18.4 Unacceptable Behaviour

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

18.5 Employee May Grieve Discipline

If the employee feels that any disciplinary action taken against them by the Employer is unjust, the employee may grieve in accordance with the grievance procedure as set forth in Article 20.

18.6 Just Cause

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

ARTICLE 19. EMPLOYMENT FILE

19.1 An employment file consisting of items relating to employment shall be established and maintained for each employee in the Bargaining Unit.

19.2 "Employment file" shall mean the employee's official employment file established and maintained by the Employer's Human Resources.

19.3 It is the responsibility of the employee to keep Human Resources and their Employment Supervisor informed of their current address.

19.4 Upon written request to Human Resources an employee and, if the employee so desires, a designated representative of the Union shall have the right to inspect the contents of their employment file. If the employee so wishes, they may add any employment related documents to their employment file.

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

ARTICLE 20. GRIEVANCE PROCEDURE AND ARBITRATION

20.1 Grievance

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

20.2 **Grievor**

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

20.3 **Union Rights**

The Employer acknowledges the rights and duties of the Union Officers and designates to assist employees in preparing and presenting a grievance.

20.4 **Written Grievance**

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

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

An "employee grievance" (Clause 20.10) shall require the signature of both the employee(s) and the Union Representative or designate.

20.5 **Time Limits**

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

20.6 **Working Day**

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

20.7 **Step Bypassing**

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

20.8 **Employer Grievance**

An Employer grievance shall be defined as a grievance initiated by the Employer. An Employer grievance shall be set forth in writing and presented to the Office of the Local Union 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 20.12.

20.9 Union Policy Grievance

A "Union grievance" shall be defined as a grievance initiated by the Union. A Union grievance shall be set forth in writing and filed at either Step Two or Step Three of the grievance procedure as outlined in Clause 20.11 as may be appropriate.

20.10 Employee Grievance

An individual grievance may be processed by an employee or the Union at Step One of the grievance procedure.

A group grievance shall be processed by the Union at Step One of the grievance procedure.

20.11 Grievance Procedure

Step One:

If an employee(s) or the Union has a grievance, the grievance shall be set forth in writing in accordance with Clause 20.4 and within twenty (20) working days of the occurrence giving rise to the grievance be delivered to the appropriate Department Head with a copy to the Union and the appropriate Staff Relations Officer in Human Resources.

The Department Head or their designate upon receipt of the grievance shall consult with their Dean/Director or their designate and the Staff Relations Officer prior to replying to the grievance. 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 employee(s) with a copy to the Union and the Staff Relations Officer. (If the work unit in which the employee(s) is employed has no Department Head the grievance shall commence at Step Two, however, the time limits as set out in Step One shall apply).

Step Two:

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

the Staff Relations Officer. The Dean/Director or their designate upon receipt of the grievance shall consult with Staff Relations prior to replying to the grievance.

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

The Dean/Director or their 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, then 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 their designate, within ten (10) working days of receipt of the grievance, shall convene a meeting with the Union and the appropriate Employer representatives to discuss the grievance. The Vice-Provost (Academic Affairs) or their designate shall have ten (10) working days from the date of the meeting in which to reply in writing to the Union and the Staff Relations Officer. Upon mutual agreement an employee may be required to attend a meeting.

Step Four:

If the reply provided at Step Three does not resolve the grievance and the Union wishes to proceed with the grievance, then within ten (10) working days of the Step Three reply the grievance shall be referred to arbitration in accordance with the provisions as outlined in Clause 20.12.

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 to by the Parties.

20.12 Arbitration

When, pursuant to Clauses 20.8 or 20.11 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 following persons shall be called upon in rotation commencing with the first person on the list, who shall then serve at the first arbitration.

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

1. Arne Peltz
2. Michael Werier

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

20.12.2 No grievance may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure mentioned in this Collective Agreement, except as provided for in Clauses 20.5 and 20.7.

20.12.3 No grievance shall be subject to arbitration which involves:

- (a) Any request for modification of the Collective Agreement.
- (b) Any matter not covered by the Collective Agreement.
- (c) Any matter which by the terms of the Collective Agreement is exclusively vested in the Employer.

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

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

20.12.6 Each of the Parties hereto will jointly bear the expense of the Arbitrator so appointed.

ARTICLE 21. SAFETY AND HEALTH

21.1 Provision For Safety And Health

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

21.2 Safety Equipment

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

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

21.3 Unsafe Work

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

21.4 Safety Committee

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 the Union’s representative attending the meetings. A copy shall also be forwarded to the Local Union Office.

The Union representative who attends an OSHA Committee meeting or a Local Area Safety and Health (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 in addition to their regular pay.

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 the OSHA.

ARTICLE 22: EMPLOYEE RESIGNATION AND ABSENCE WITHOUT AUTHORIZATION

22.1 Employee Resignation

An employee, when resigning their employment with the Employer, shall provide in writing to their Employment Supervisor a minimum of ten (10) calendar days’ notice of their intention to resign.

22.1.1 Declining a re-appointment in accordance with Clause 14.1(b) of the Collective Agreement does not constitute resignation.

22.2 Employee Resignation and Employees With More Than One Position

Where an employee holds more than one (1) position with the Employer, leaving a single Grader/Marker or Teaching Assistant/Demonstrator/Tutor/Seminar Leader position shall not constitute resignation and shall not result in loss of Bargaining Unit seniority pursuant to Clause 11.4(f).

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

22.2.1 Where an employee holds more than one (1) position with the Employer, leaving a Lecturer/Instructor position shall constitute resignation and result in loss of Bargaining Unit seniority pursuant to Clause 11.4(f).

22.3 Absence Without Authorization

An employee who is absent from work for three (3) consecutive working days normally worked by the employee without authorization for absence by the Employer, may at the Employer's discretion be deemed to have resigned 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 23. EMPLOYMENT EQUITY

23.1 The University of Manitoba and The Canadian Union of Public Employees Local 3909 hereby acknowledge, recognize and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial barriers in the selection, hiring, training and promotion of women, Aboriginal peoples, persons with disabilities and visible minorities as well as to cooperate in the identification and implementation of steps (providing that none of the terms and conditions of the Collective Agreement are violated) to improve the employment status of these designated target groups by increasing their participation in all levels of employment in the C.U.P.E. Bargaining Unit, including amendments to the Collective Agreement if necessary and mutually agreed upon between the Parties.

ARTICLE 24. COLLECTIVE AGREEMENT PRINTING

24.1 Printing of Collective Agreement

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

respective copies. Wherever possible and practical, if the agreement is to be printed, such work will be done at a unionized shop.

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

ARTICLE 25. EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

25.1 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. DURATION, TERMINATION AND RENEWAL OF THE COLLECTIVE AGREEMENT

26.1 Duration

This Collective Agreement shall be in effect from the 1st day of September, 2014 and shall continue in force until the 31st day of August, 2018.

26.2 Termination

This Collective Agreement shall terminate at the end of the calendar day on the 31st day of August, 2018.

26.3 Renewal

If either Party to this Collective Agreement should desire to renew and/or revise this Collective Agreement, then not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the expiry date established in Clause 26.2, such Party shall give written notice thereof to the other, together with particulars relating thereto.

26.4 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 26.3 but a new Collective Agreement is not concluded between the Parties by the termination date of this Collective Agreement, August 31st, 2018, 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, 2018 and ending August 31st, 2019 elapses.

This Collective Agreement Ratified on April 23, 2015.

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

FOR THE UNIVERSITY OF MANITOBA on the 6th day of APRIL, 2017



Board of Governors



JOANNE C. KESELMAN
INTERIM Vice-President (Administration)

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3909 on the 6 day of
APRIL, 2017



President, CUPE Local 3909



Vice-President, CUPE Local 3909