



UNIVERSITY OF MANITOBA

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

September 1, 2015 – 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 (Sessionals - UNIT #2)**

(hereinafter called "the Union")

FOR THE PERIOD
SEPTEMBER 1, 2015 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" means one of Summer Session, Fall and/or Winter term.
- 1.2 "Academic Year" shall be defined as the period from July 1st to June 30th.
- 1.3 "Agreement" means this Collective Agreement between the University of Manitoba and the Canadian Union of Public Employees Local 3909.
- 1.4 "Appointment" or "Sessional Instructor Appointment" means a sessional or part-time appointment to teach a specific degree credit course in a specific Academic Term. "Librarian Appointment" means a sessional or part-time appointment as a Librarian. "Music Teacher Appointment" means a sessional or part-time appointment to teach in the Faculty of Music. "Counsellor Appointment" means a sessional or part-time appointment as a Counsellor.
- 1.5 A "Bundled Appointment" means an appointment to a group of courses all on the same posting with a guarantee of a minimum of fifteen (15) credit hours in an eight (8) month term, not including summer session, and intended to be awarded to one (1) successful applicant.
- 1.6 "Dean" means the dean of a faculty, or **their** delegate or a person authorized to act in that capacity. For the purposes of this Agreement, whenever "Dean/Director" is used, it shall be interpreted as the dean of a faculty, the director of a school or the Director of Libraries.
- 1.7 "Department" means 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 faculty or school.
- 1.8 "Department Head" means the head of a department, or **their** delegate or a person authorized to act in that capacity. For a faculty or a school not organized into departments, "Department Head" shall be interpreted to mean dean or director. For the Libraries, "Department Head" shall mean head of a department, head of a regional library, coordinator, assistant director or associate director or Director of Libraries, as appropriate.
- 1.9 "Director" means the director of a school and the Director of Libraries, or **their** delegate or a person authorized to act in that capacity.
- 1.10 "Employee(s) " means an employee who is a member of the bargaining unit as defined by Manitoba Labour Board Certificate Number MLB-5259.
- 1.11 "Faculty" means an academic unit which is administered by a Dean and for the purposes of this Agreement will also include the Extended Education Division and Student Affairs.

- 1.12 "Grievance" means a claim by an employee, or by the Union, or by the University that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement.
- 1.13 "Lockout" is as defined in The Labour Relations Act, R.S.M. 1987 c.L10.
- 1.14 "Strike" is as defined in The Labour Relations Act, R.S.M. 1987 c.L10.
- 1.15 "Union" means the Canadian Union of Public Employees (CUPE) Local 3909.
- 1.16 "University" means the University of Manitoba.

ARTICLE 2. OBJECTIVES

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

ARTICLE 3. RECOGNITION OF BARGAINING AGENT

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

ARTICLE 4. OBLIGATION OF THE PARTIES TO ACT FAIRLY

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

ARTICLE 5. NO STRIKES OR LOCKOUTS

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

ARTICLE 6. MANAGEMENT RIGHTS

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

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

7.1 Union Business

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

- 7.1.1 The Employer, upon written application by the Union, will grant a leave of absence without pay to employees elected or appointed to represent the Union at conventions, conferences, seminars, etc. provided that the employee's Department Head/Director or designate is satisfied there will not be an unreasonable disruption of work.
- 7.1.2 Upon application, an employee on a leave of absence for Union business may have salary and

benefits 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.

- 7.1.3 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 and right of first refusal rights during this period.

7.2 **Union Representatives**

The Local Union Office shall keep the University Staff Relations Officer or designate informed at all times as to:

- (a) the name of any employee who is an officer of the Union and **their** title;
- (b) the names of any employee who is a Shop Steward or Chief Shop 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 University.
- (d) the name of any individual who is a CUPE National Representative/Special Assignments Officer.

7.3 **University Representatives**

The University shall provide the Local Union Office with a list as of July 1st of each year of its designated authorities with whom the Union may be required to transact business, including all relevant employees of Human Resources, all University representatives on the Labour/Management committee, or other Joint Union/Management committees, and all Deans, Directors and Department Heads.

7.4 **Union Membership**

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

7.5 **No Discrimination**

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

7.6 **Union Meetings**

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

7.7 University Facilities

The University agrees to allow the Union to use University facilities without charge to conduct union business and for single events such as meetings and educational functions subject to University policy on the use of facilities and to normal scheduling restrictions.

7.8 Bulletin Boards

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

ARTICLE 8. INFORMATION

8.1 The University shall provide the Local Union Office with a monthly list within ten (10) working days of the last payroll of the month of employees covered by this Collective Agreement stating the employee's name, employee number, department, department address, course number, course section, credit hours per course (where applicable), wage/stipend rate for each course, hourly wage rate for Music Teachers, Counsellors and Librarians, home address, personal phone number, active UM email address, amount of dues deducted and a year to date amount, and seniority date.

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

8.3 The University shall make available to the Local Union Office, upon written request to the Director of Staff Relations or designate and within a reasonable time thereafter, information on employees in the bargaining unit not provided for in s.8.1 or s.8.2, including available employment equity data on the representation of designated groups. It is understood that this section shall not be construed to require the University to compile information in the form requested if such data are not already compiled in the form requested, or to supply any confidential information.

ARTICLE 9. DEDUCTION OF UNION DUES

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

following month.

- 9.2 Deductions for new employees shall be made starting on the first pay; and calculated from the date of employment.
- 9.3 Employees' Income Tax slips (T4 or T4A) shall include the amount of union dues paid by the employee in the previous year.
- 9.4 The Union will save the University harmless from any claims that may arise either from any deductions from wages in respect of check-off of monthly assessments or any related action taken at the request of the Union.

ARTICLE 10. HOLIDAYS

- 10.1 The following days will be considered holidays: New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day so proclaimed by Federal, Provincial or University authorities.
- 10.2 An employee will not receive additional remuneration in the event **they** choose to work on a holiday. This will not apply to Librarians who are required to work on one of the Holidays listed in **Clause** 10.1.
- 10.3 Where an employee wishes to take time off for religious observances, **they** shall discuss the matter with **their** Department Head or designate to determine whether the request can be reasonably accommodated.

ARTICLE 11. POSTINGS, SENIORITY AND APPOINTMENT

- 11.1 The University shall determine which courses will be offered on a sessional basis.
- 11.2 Competitions shall be open to all qualified applicants.
- 11.3 **Posting**
 - 11.3.1 Where the University has determined that a course is to be taught by a sessional employee; or that a sessional or part-time Academic Librarian, Counsellor or hourly paid Music Teacher appointment is to be filled for at least six (6) months; then the University shall normally post the position(s) on the Human Resources website (REACHUM) normally at least fourteen (14) calendar days in advance of the closing of the competition. Departments will provide written notification of exceptions to Human Resources. Human Resources will notify the Union of all employees who have been appointed to teach a course that was not posted due to the following exceptions:

- (a) a position vacancy that is created on short notice as a result of sick or other leaves or by unanticipated circumstances such as unexpected enrollment increases, additional funding, resignation, etc., where the start date of the position does not allow for the normal posting period plus preparation time for the successful applicant;
- (b) a Summer Institute and Travel Study course;
- (c) a course that is to be taught by a sessional instructor who has Right of First Refusal in accordance with **Clause** 11.6;
- (d) a position vacancy for which an instructor was instrumental in the initiation and design of a new course with a previously non-existent course number or a significant rewrite and design of an existing course. This exception does not include Topics Courses.

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

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

- 11.3.3
- (a) Unless otherwise stipulated in this agreement, each course will be advertised on a separate posting.
 - (b) The University may list all available sections of a single course in one posting. The posting will indicate that different applicants may be considered for each section. Applicants must indicate their preferred sections.
 - (c) Under certain circumstances and for justifiable reasons, the University may want to bundle several courses together and post them as a Bundled Appointment in accordance with **Clause** 1.5 to be filled by a single instructor. The University must advise the Union of the circumstances and reasons and reach an agreement in writing with the Union prior to the Bundled Appointment being posted and/or changed. Such agreement will not be unreasonably withheld by the Union.
 - (d) Bundled Appointments cannot result in the circumvention of any employee's RFR.
 - (e) Notwithstanding (a) above, posting of hourly paid positions in the Faculty of Music may contain more than one course.

11.3.4 A copy of each job posting notice will be made available to the Union through REACHUM at the time that the job is posted and at other times upon request of the Union.

11.4 Seniority

- (a) Seniority shall be defined as the employee's numerical ranking on the Seniority List – with the lowest number on the list having the greatest seniority and the highest number on the list having the least seniority. Effective **November 13, 2013** seniority shall be ranked according to the first date of employment within the CUPE 3909 (Unit 2) bargaining unit at the University of Manitoba. Employees with the same start date in the bargaining unit, shall be ranked by number, using the last six (6) digits of the employee's university ID number (reversed with the lowest number having the greater seniority). Seniority lists shall be posted on the Human Resources website annually during the month of July with information as at July 1st of that year.
- (b) Effective July 16, 2013, any employee whose employment becomes inactive will maintain seniority for eighteen (18) months from the end date of their last appointment. In cases where the employee is dismissed and not reinstated, or voluntarily terminates **their** employment electronically or in writing, seniority shall be lost immediately. Where an employee loses **their** seniority and is subsequently rehired, seniority shall be ranked according to the first date of re-employment in the bargaining unit.
- (c) Seniority shall not be lost if the employee is on an approved leave of absence.
- (d) Employees hired into the bargaining unit prior to **November 13, 2013** will have their seniority grandfathered.

11.5 Appointment

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

- 11.5.1 (a) An employee who is offered an appointment electronically or in writing will have five (5) working days (excluding Saturdays, Sundays and Holidays) to accept the appointment. The employee will be deemed to have declined the appointment if **they** fail to respond to the offer within the five (5) working days.
- (b) Once the appointment is offered and the employee has accepted the offer, a report will be sent to the Local Union Office stipulating the terms and conditions of the appointment(s) within twenty (20) working days.
- 11.5.2 (a) Effective July 1, 2013, the maximum number of credit hours an employee may teach in an academic year will be thirty-three (33) credit hours. An employee with less than thirty-three (33) credit hours may be offered an appointment which causes the employee to

exceed the thirty-three (33) credit hour limit but no further appointments may be offered in that academic year.

- (b) The thirty-three (33) credit hour maximum will not include Distance and Online credit hours taught through Extended Education.
- (c) Any exceptions to the thirty-three (33) credit hour maximum are only by mutual written consent between University Staff Relations and the Local Union Office. Such consent will not be unreasonably withheld by the Union.
- (d) **Sessional** Instructors, **agreed upon by the University and the Union**, who exceeded the thirty-three (33) credit hour maximum in either the **2013-14** or **2014-15** academic year are exempt from **this Clause for the duration of this Agreement (including the 2018-2019 Academic Year)**. **No Sessional instructors will be added to the agreed upon list unless there is mutual agreement between the University and the Union.**

11.6 Right of First Refusal (RFR)

A Sessional Instructor who has been appointed to teach the same degree credit course in a specific department in any three (3) separate Academic Terms and has performed satisfactorily in those Appointments shall earn the Right of First Refusal (RFR). RFR entitles the Sessional Instructor to receive future offers of Appointment to teach one (1) section of that degree credit course per Academic Term when the course is offered as a Sessional Instructor Appointment.

11.6.1 The position will not be posted prior to determining whether the offer(s) has been accepted by the Sessional Instructor(s) with RFR for the Appointment.

11.6.2 For transition to the 2015-2018 Collective Agreement provisions for RFR, Sessional Instructors who have earned RFR 1 or RFR 2 prior to September 1, 2015 (even if the awarding of RFR 1 or RFR 2 took place after September 1, 2015) shall maintain their Right of First Refusal. As of January 1, 2016, RFR 1 and RFR 2 shall be called RFR and subject to the provisions of this Article.

11.6.3 Earning RFR

- (a) **For Sessional Instructors who do not have RFR as of January 1, 2016, each Appointment satisfactorily completed since September 1, 2011 will be credited towards the earning of RFR, provided the last time the Sessional Instructor taught the course was no more than five (5) years ago. In order to earn RFR, at least one Appointment must be taught after January 1, 2016.**
- (b) **The three (3) Academic Terms do not need to be consecutive.**
- (c) **Teaching two (2) or more sections of a course in one (1) Academic Term counts as one (1) Appointment for the purpose of earning RFR.**

- (d) Satisfactory work performance is determined by the Department Head, acting in a manner that is fair and reasonable, and supported by performance evaluations conducted in accordance with Article 16.
- (e) When RFR is first earned, the Dean/Director will endeavor to inform the Sessional Instructor in writing within sixty (60) calendar days of the end of the Academic Term in which it was earned, and send a copy to the Union. If available, Human Resources will provide the Union with a list of employees with RFR and the course(s) to which it applies after each Academic Term.
 - (i) When RFR is not earned after the Sessional Instructor has taught the course three (3) times, the Dean/Director will so inform the Sessional Instructor in writing providing reasons for their decision, and Human Resources will advise the Union in writing.
- (f) RFR will apply separately to Appointments in Distance and Online courses unless otherwise mutually agreed by the University and the Union.
- (g) RFR will not apply to Librarian, hourly paid Music Teacher, Counsellor or other hourly paid Appointments.
- (h) Course content, course title and course number may change. Provided that these are minor changes they will not affect RFR.

11.6.4 Using RFR

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

of Appointment is made while the Sessional Instructor is not reachable by email, the offer of Appointment will be deemed accepted.

- (f) It is the responsibility of the Sessional Instructor to keep the Department Head or designate advised of any changes to their availability and preferred sections.

11.6.5 Maintaining/Losing/Revoking RFR

- (a) Continuing satisfactory performance is required to maintain RFR on a course-by-course basis. The Department Head shall normally revoke a Sessional Instructor's RFR for an Appointment if the Sessional Instructor fails to perform satisfactorily in that Appointment as determined by performance evaluation(s) conducted in accordance with Article 16.
 - (i) Prior to making the determination to revoke RFR, the Department Head shall meet with the Sessional Instructor to discuss the matter. The Department Head will provide the Sessional Instructor in writing with reasonable notice of the meeting, the nature of the concerns and the right to Union representation at the meeting, including Union contact information. Where the Sessional Instructor intends to have a Union representative present, they shall so advise the Department Head.
- (b) A Sessional Instructor shall lose their RFR if the Sessional Instructor:
 - (i) is dismissed under Article 17 Discipline and Dismissal;
 - (ii) resigns in writing from a specific course, in which case they will lose RFR for that particular course only;
 - (iii) has not taught the same degree credit course at least once within the last five (5) consecutive years; or
 - (iv) loses their seniority, in accordance with Clause 11.4.
- (c) When RFR is lost or revoked, the Dean/Director will inform the Sessional Instructor in writing and Human Resources will advise the Union in writing.
- (d) A Sessional Instructor who declines an offer will not lose RFR. The offer will be considered declined if the Sessional Instructor does not respond to an offer within five (5) working days of the offer being made. This does not prevent the Sessional Instructor from using their seniority to apply for other postings, including a posting of the course for which they have declined an offer.
- (e) If possible, a Sessional Instructor who has not been appointed to a course for which they have RFR shall be offered an Appointment in that course which is created on short notice in accordance with Clause 11.3.1(a).
- (f) A Sessional Instructor who loses RFR or has their RFR revoked for a specific degree credit course must satisfactorily complete three (3) new Appointments in order to earn RFR for that course. Where the Sessional Instructor loses RFR in

accordance with Clause 11.6.5(b)(iii), the Sessional Instructor may request, within six (6) weeks of the start of a subsequent Appointment in the course, that the Department Head reinstate their RFR if they satisfactorily complete the course.

- (g) Where a Sessional Instructor accepts an offer of an appointment based on their RFR, the acceptance of the offer completes the usage of the RFR for that course and the Sessional Instructor may not exercise their RFR for an exchange of or alternate appointment to teach a different section of the same course.
- (h) Where a Sessional Instructor would have been able to use RFR for a specific course but the Department Head offers the Sessional Instructor a different course based on departmental requirements, the fact that the Sessional Instructor did not teach the original course will not be factored into the five (5) year rule as set out in Clause 11.6.5(b)(iii).

ARTICLE 12. ACADEMIC FREEDOM

- 12.1 Academic freedom is based upon the recognition that the common good of society depends on the search for knowledge and the free exchange of ideas, and that the university community plays an essential role in fulfilling these functions.
- 12.2 The employee is therefore entitled to freedom in carrying out teaching duties, including but not limited to examining, questioning and engaging in debate on issues related to the subject being taught and freedom from institutional censorship.
- 12.3 All employees who are primarily responsible for the content and/or presentation of a course shall be accorded academic freedom in the design and/or presentation of that course, subject to University policy and regulations on responsibilities of academic staff to students and in accordance with the course description in the University calendar.
- 12.4 Academic freedom carries with it the responsibility to exercise that freedom in a manner consistent with the scholarly obligation to base teaching on the search for knowledge and the free exchange of ideas.

ARTICLE 13. WORKING CONDITIONS

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

13.2 The Department Head or designate will facilitate the photocopying of course outlines, examination and test papers, and class hand-outs to an extent consistent with department practice for the same or similar courses, provided the Department Head considers the photocopying to be reasonable and has given approval.

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

13.4 **UM Email**

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

ARTICLE 14. CANCELLATION OF CONTRACTS

14.1 **Courses other than Summer Session and Distance and Online courses offered through Extended Education**

14.1.1. Where a Dean, Department Head or administrative equivalent cancels a course other than a Summer Session or Distance and Online course offered through Extended Education which an employee has been appointed to teach, the employee affected shall, effective September 1, 2013, 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 six percent (6 %) of the minimum stipend rate for the equivalent of three (3) credit hours, rounded to the nearest dollar.
- (b) if the cancellation occurs within seven (7) calendar days of the first scheduled class, a cancellation fee of twelve percent (12%) of the minimum stipend rate for the equivalent of three (3) credit hours, rounded to the nearest dollar.
- (c) if the cancellation occurs on or after the first scheduled class, a cancellation fee of eighteen percent (18%) of the minimum stipend for the equivalent of three (3) credit hours, rounded to the nearest dollar.

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

14.2 **Summer Session Courses**

14.2.1 Where a Dean, Department Head or administrative equivalent cancels a Summer Session course which an employee has been appointed to teach, the employee affected shall, effective September 1, 2013, be paid a cancellation fee per course as follows:

- (a) if the cancellation occurs within seven (7) calendar days of the first scheduled class,

cancellation fee of twelve percent (12%) of the minimum stipend for the equivalent of three (3) credit hours, rounded to the nearest dollar.

- (b) if the cancellation occurs on or after the first scheduled class, a cancellation fee of eighteen percent (18%) of the minimum stipend for the equivalent of three (3) credit hours, rounded to the nearest dollar.

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

14.3 **Distance and Online Courses offered through Extended Education**

14.3.1 Where a Dean, Department Head or administrative equivalent cancels a Distance and Online course offered through Extended Education which an employee has been appointed to teach, the employee affected shall, effective September 1, **2014**, 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 \$291.00.
- (b) if the cancellation occurs on or after the commencement of the course, a cancellation fee of \$556.00.

14.3.2 No cancellation fee shall be paid for cancellations more than five (5) calendar days in advance of the commencement of the course.

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

ARTICLE 15. LEAVES

15.1 **Sick Leave**

15.1.1 An employee who is unable to perform **their** duties as a result of illness or injury shall notify **their** Department Head or arrange to have **their** Department Head notified as soon as reasonably possible in the circumstances and provide **their** Department Head with an estimate of the length of **their** absence.

15.1.2 The University may at any time require the employee to provide a medical certificate where the employee is unable to perform **their** duties as a result of illness or injury.

15.1.3 The University may require the employee to obtain a second medical opinion from a physician mutually agreed upon by the University and employee. In the event the University and the employee are unable to agree upon a physician, the matter will be referred to a physician

mutually agreed to by the University and the Union. The cost of a second medical certificate shall be paid by the University.

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

15.1.5 Sick leave shall not extend beyond the last day of the current academic term or the termination date of the employee's current appointment, whichever is earlier.

15.2 **Maternity Leave**

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

- (a) have successfully completed thirty-nine (39) hours of teaching (i.e., scheduled contact hours in class) with the University;
- (b) submit to the University 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; and
- (c) provide the University with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of delivery.

15.2.2 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 15.2.1(c)**; or
- (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 15.2.1(c)** and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

15.2.3 The maternity leave shall commence no earlier than seventeen (17) weeks preceding the date specified on the medical certificate and shall terminate no later than seventeen (17) weeks following the actual date of delivery. Any additional leave of absence granted following the end of the maternity leave shall be considered as a separate leave of absence without pay.

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

15.3 Extension of Maternity Leave With Leave of Absence Without Pay

- 15.3.1 An employee who has been granted a maternity leave shall, upon written application for such additional leave, be granted an additional contiguous leave without pay such that the total length of the maternity leave plus the additional leave without pay is less than or equal to fifty-four (54) weeks.
- 15.3.2 An employee who wishes to resume **their** employment on the expiration of leave granted shall be reinstated by the University in the position occupied by **them** at the time such leave commenced or in a comparable position with not less than the same wages unless the employee's appointment has ended.

15.4 Parental Leave

- 15.4.1 In order to qualify for parental leave an employee must be working for the University at the time of application and:
- (a) have successfully completed thirty-nine (39) hours of teaching (i.e., scheduled contact hours in class) with the University;
 - (b) submit to the University 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 University with a statutory declaration that **they are** the primary caregiver of the child.
- 15.4.2 An employee who qualifies is entitled to and shall be granted parental leave without pay consisting of a period not exceeding thirty-seven (37) weeks taken in one consecutive period.
- 15.4.3 An employee who applies for parental leave may also apply for Parental Leave Benefits through the Human Resources and Skills Development Canada.
- 15.4.4 An employee who wishes to resume **their** employment on the expiration of leave granted shall be reinstated by the University in the position occupied by **them** at the time such leave commenced or in a comparable position with not less than the same wages unless the employee's appointment has ended.

15.5 Compassionate Care Leave

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

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

- (b) Criteria: The employee must provide a medical certificate from the family Member's physician certifying that the employee's family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks and the family member requires the care or support of another family member;

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

- (i) 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;
 - (ii) a parent of the employee's spouse or common-law partner,
 - (iii) a current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (iv) a current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner;
 - (v) the spouse or common-law partner of a person mentioned in any of subsections (i) to (iv); or
 - (vi) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (c) Notice: The employee must apply in writing two (2) weeks prior to taking the leave, unless circumstances necessitate a shorter period.
 - (d) Leave: The employee may take no more than two (2) periods of leave 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) hour's notice;
 - (f) At the end of an employee's leave under this **clause** the Employer shall reinstate the employee to the position occupied when the leave began or in a comparable position with not less than the same wages and benefits unless the employee's appointment has ended.

ARTICLE 16. PERFORMANCE EVALUATIONS

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 Evaluation

An employee's ongoing work performance will be evaluated at least once per Fall or Winter Term.

Appointments in Summer Session may be evaluated at the discretion of the Department Head.

All evaluations will be written and a copy will be provided to the employee. The employee may provide **their** written comments on the content of the performance evaluation.

16.3 Notice of Classroom Evaluation

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

16.4 Evaluation to be placed in Employment File

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

ARTICLE 17. DISCIPLINE AND DISMISSAL

17.1 Progressive Discipline

The Employer accepts the concept of progressive discipline.

17.2 Just Cause

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

17.3 Meeting between the Department Head and the Employee

17.3.1 If a problem arises with the employee's conduct, the Department Head will normally meet with the employee for the purpose of discussing and attempting to resolve the problem.

17.3.2 In situations of alleged culpable activity that may give rise to discipline, the Department Head will make every reasonable effort to schedule a meeting for the purpose of investigating into the matter. The Department Head will provide the employee with

reasonable notice of the meeting, the nature of the concerns, the names of attendees, notice of the employee's right to have a Union representative present at the meeting, and Union contact information. Where an employee intends to have a Union representative present, the employee shall so advise the Department Head. Human Resources will notify the Union of a meeting in writing, including date, time, location and the name of the employee, when the matter under investigation may result in suspension or dismissal.

17.3.3 Following the meeting, the Department Head shall advise the employee of the results in writing, indicating that no action is required, or issuing a non-disciplinary coaching letter in accordance with Clause 17.4 or issuing the assessment of discipline in accordance with Clause 17.5 or 17.6

17.4 Non-Disciplinary Coaching Letter

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

17.5 Disciplinary Process

17.5.1 Discipline may take the form of 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.

17.5.2 The Union shall be advised of the names of any employees who have been disciplined or dismissed.

17.5.3 A written reprimand shall normally expire after four (4) months of actual work by the employee from the date of its issuance unless further disciplinary action has been taken during that period.

17.6 Unacceptable Behaviour

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

17.7 Grievances of Discipline

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

ARTICLE 18. SALARIES

18.1 Minimum Stipend

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

	Year 1 Jan. 1/16 to Aug. 31/16	Year 2 Sept. 1/16 to Aug. 31/17	Year 3 Sept. 1/17 to Aug. 31/18
Stipend per credit hour	\$1718.27	\$1744.04	\$1770.20

18.1.2 The minimum stipend for a Sessional Instructor who has earned RFR for an Appointment is as follows.

	Year 1 Jan. 1/16 to Aug. 31/16	Year 2 Sept. 1/16 to Aug. 31/17	Year 3 Sept. 1/17 to Aug. 31/18
Stipend per credit hour	\$1785.43	\$1853.43	\$1921.43

18.1.3 The stipend represents total payment for all work required and includes six percent (6%) vacation pay and any statutory holiday pay. For record-keeping purposes such as for Records of Employment, hours of work will be deemed to be sixty (60) hours of work per course credit hour to a maximum of forty (40) hours per week.

18.1.4 Bundled Appointments in accordance with **Clause** 1.5 will be paid a minimum premium of ten percent (10%) above the total of all of the individual minimum stipend rates for the courses that have been bundled.

18.1.5 Work in Addition to an Appointment

Effective January 1, 2016:

- (a) **The hourly rate for stipend-paid Sessional Instructors is twenty-eight dollars and sixty-four cents (\$28.64) per hour which includes six percent (6%) vacation pay. Effective September 1, 2016 the hourly rate shall increase to twenty-eight dollars and ninety-three cents (\$28.93) per hour which includes six percent (6%) vacation pay. Effective September 1, 2017 the hourly rate shall increase to twenty-nine dollars and thirty-six cents (\$29.36) per hour which includes six percent (6%) vacation pay.**
- (b) The hourly rate of pay for Sessional Instructors will only be paid for work that is in addition to work that would normally be included in their specific Appointment. This additional work could include duties such as but not limited to committee work, attending meetings or

other work/service provided that the additional work is assigned by the Department/University.

- (c) If an employee is assigned to substitute for another employee instructing a course the substitute employee shall be compensated at the hourly rate based upon three (3) hours of preparation time for every one (1) hour of in-class instruction.
- (d) If an employee is assigned by the Department Head to attend a meeting that is not directly related to their Sessional Instructor duties associated with their Appointment, they shall be paid in accordance with **Clause 18.1.5 (a)** for each hour of attendance at the meeting.
- (e) If an employee is required to instruct/teach a laboratory/tutorial as part of their Appointment but in addition to the credit hours of their Appointment, they shall be compensated at the above stipulated hourly rate for all work required in order to instruct/teach this laboratory/tutorial. The Department Head or designate will meet with the employee and set out the amount of work that will be required prior to the commencement of the instructing/teaching of the laboratory/tutorial.

18.2 Distance and Online Courses Offered through Extended Education

18.2.1 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.**

	Effective Jan. 1/16	Effective Sept. 1/16	Effective Sept. 1/17
For a 3 Credit Hour Course	\$113.11	\$114.24	\$115.96
For a 4 Credit Hour Course	\$141.59	\$143.01	\$145.15
For a 6 Credit Hour Course	\$226.22	\$228.48	\$231.91

18.2.2 Web Conferencing:

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

	Effective Jan. 1/16	Effective Sept. 1/16	Effective Sept. 1/17
Per one (1) hour web conferences	\$91.89	\$92.81	\$94.20
Per two (2) to three (3) hour web conferences	\$183.24	\$185.07	\$187.85

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

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

18.2.4 The stipends in **Clause** 18.2 represent total payment for all work required. For record keeping purposes such as Records of Employment, hours of work will be deemed to be 2.7 hours per student to a maximum of 40 hours per week.

18.3 Salaries for Librarians

The minimum hourly rates for Librarians are as follows:

	Effective Jan. 1/16	Effective Sept. 1/16	Effective Sept. 1/17
Start Rate	\$28.95	\$29.24	\$29.68
Upon Completion Of 1820 Hours	\$29.96	\$30.26	\$30.72
Upon Completion Of 3640 Hours	\$31.01	\$31.32	\$31.79
Upon Completion Of 5460 Hours	\$32.09	\$32.42	\$32.90
Maximum Hourly Rate	\$32.09	\$32.42	\$32.90

18.3.1 After completion of 1820 hours of work, Librarians will be eligible to receive an increment of 3.5% of their hourly wage. Librarians will be eligible to receive up to three such increments, up to the maximum hourly rate. Work hours towards an increment shall accumulate from appointment to appointment provided that there are **fewer** than twenty-four (24) consecutive months between appointments.

18.3.2 An increment may be withheld if performance is determined to be unacceptable and the employee is so informed prior to the effective date of the increment.

18.3.3 Librarians appointed for periods of **fewer** than twelve (**12**) months shall have their vacation pay (6%) added to each pay cheque. Librarians appointed for a period of twelve (**12**) months or more will receive paid vacation days equivalent to 6% vacation pay.

Librarians receiving vacation pay and having a subsequent appointment may request and if circumstances permit shall be granted a leave of absence without pay for a maximum of three weeks.

18.4 Salaries for Music Teachers

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

	Effective Jan. 1/16	Effective Sept. 1/16	Effective Sept. 1/17
Start Rate	\$61.34	\$61.95	\$62.88
Beginning the 5th year of teaching	\$67.46	\$68.14	\$69.16
Beginning the 10th year of teaching	\$73.60	\$74.33	\$75.45
Beginning the 15th year of teaching	\$79.73	\$80.53	\$81.74

Years of service towards an increment shall accumulate from appointment to appointment provided that there are no more than twenty-four (24) consecutive months between appointments.

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

18.5 Salaries for Counsellors

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

	Effective Jan. 1/16	Effective Sept. 1/16	Effective Sept. 1/17
Start Rate	\$28.64	\$28.93	\$29.36

18.5.1 The hourly rate for Counsellors represents total payment for all work required of the position. Actual hours of work will be used for record keeping purposes such as Records of Employment.

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

18.7 Salaries shall be paid bi-weekly over the period of the Appointment in accordance with the rates of pay contained in Article 18. A bi-weekly pay period shall consist of fourteen (14) calendar days beginning 0001 hours Saturday to 2400 hours Friday.

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

ARTICLE 19. BENEFITS

19.1 Staff Benefits

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

19.2 UM EAP Coverage

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

ARTICLE 20. EMPLOYMENT FILE

- 20.1 An employment file consisting of items relating to employment shall be established and maintained for each employee in the Bargaining Unit.
- 20.2 “Employment file” shall mean the employee's official employment file established and maintained by the Employer's Human Resources.
- 20.3 When an employee requests that **their** current curriculum vitae be placed in **their** employment file and provides a copy of same to the Human Resources the said request shall be complied with.
- 20.4 It is the responsibility of the employee to keep the Human Resources and **their** department head informed of **their** current address.
- 20.5 Upon written request to the Human Resources an employee and, if the employee so desires, designated representative of the Union shall have the right to inspect the contents of **their** employment file.
- 20.5.1 If the employee so wishes, **they** may add any employment related documents to **their** employment file.
- 20.6 No information contained in an employment file shall be made available to anyone outside of the University of Manitoba except as authorized in writing by the employee or as required by law. Confidential information, excluding personal health information, may be made available to the employee's department head, the Senior Administrative Officers of the University, and their excluded managerial and confidential staff. Personal health information about an employee shall not be released to any person without the consent of the employee. Any other request for confidential information will require authorization in writing by the employee.

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

ARTICLE 21. GRIEVANCE PROCEDURE AND ARBITRATION

21.1 Definitions

In this Article:

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

21.1.2 A “grievor” shall be defined as the Party (Employer or Union) or employee(s) who initiates a grievance.

The Employer acknowledges the rights and duties of the Union Officers and designates to assist employees in preparing and presenting grievances filed on their behalf.

21.1.3 For the purposes of this Article, a “working day” shall be defined as Monday to Friday excluding statutory holidays.

21.2 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, and the number(s) of any Article(s) of the Collective Agreement alleged to have been violated if applicable and the remedy sought.

21.3 Time Limits

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

21.4 Step Bypassing

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

21.5 Employer Grievance

An “Employer grievance” shall be defined as a grievance initiated by the Employer. An Employer grievance shall be set forth in writing and presented to the Local Union Office within ten (10) working days from the date of the occurrence of the circumstance giving rise to the grievance or from the date the Employer could have been reasonably aware of the occurrence of the circumstances. The Union shall have ten (10) working days from date of receipt of the grievance in which to reply in writing to the Employer. If the reply provided by the Union does not resolve the grievance and the Employer wishes to proceed with the grievance, then within ten (10) working days of receipt of the Union's reply, the grievance shall be referred to arbitration in accordance with the provisions of Article 21.

21.6 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 21.8 as may be appropriate.

21.7 Individual and Group Grievances

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

21.8 Grievance Procedure

Step One:

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

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

Step Two:

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

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

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

Step Three:

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

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

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 21.9.

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

21.9 Arbitration

21.9.1 When, pursuant to Clause 21.5, 21.6 or 21.7 of the Collective Agreement, either Party requests that any matter be submitted to arbitration, the Parties agree to the use of a single Arbitrator. The 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

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

21.9.3 No grievance may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure mentioned in this Collective Agreement, except as provided for in Clauses 21.3 and 21.4.

21.9.4 No grievance shall be subject to arbitration which involves:

- (1) Any request for modification of the Collective Agreement;**
- (2) Any matter not covered by the Collective Agreement;**
- (3) Any matter which by the terms of the Collective Agreement is exclusively vested in the Employer.**

21.9.5 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.

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

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

ARTICLE 22. SAFETY & HEALTH

22.1 Provision for Safety and Health

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

22.2 Safety Equipment

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

22.3 Unsafe Work

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

22.4 **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 to 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 23. LABOUR-MANAGEMENT COMMITTEE

23.1 **Purpose**

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

23.2 **Committee**

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

23.3 **Mandate**

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

23.4 **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 24. ABSENT WITHOUT AUTHORIZATION

24.1 An employee who is absent from work for three (3) consecutive working days normally worked by the employee without authorization for absence by the Employer may, at the Employer's discretion be deemed to have resigned **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 25. EMPLOYMENT EQUITY

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

ARTICLE 26. PRINTING

26.1 It is agreed that the Employer and the Union will co-operate on the preparing and printing/copying of the Collective Agreement and will be responsible for the costs of their respective copies. Wherever possible, if the agreement is to be printed, such work will be done in a unionized shop.

ARTICLE 27. EXPIRATION AND RENEWAL

27.1 This Collective Agreement shall be in effect from the 1st day of September, **2015**, and shall continue in force until the 31st day of August, **2018**.

27.2 Changes in Collective Agreement

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

27.3 Notice of Renewal

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

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

SIGNED THIS 15TH DAY OF JULY 2016

FOR: THE UNIVERSITY OF MANITOBA

**FOR: THE CANADIAN UNION OF PUBLIC
EMPLOYEES
LOCAL 3909**

**Ms. Ted Bock
Chair, Board of Governors**

**Ana Vialard Hart
President, CUPE 3909**

**Dr. David Barnard
President and Vice-Chancellor**

**Karen Naylor
Vice-President Unit 2, CUPE 3909**

**George Buri
Treasurer, CUPE 3909**

LETTER OF UNDERSTANDING #1

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

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

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

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

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

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

Signed this 6th day of October, 2014

“Paul Kochan”

“Karen Naylor”

For: University of Manitoba

For: CUPE 3909

This LOU was entered into between the University and the Union during collective bargaining in 2014.

LETTER OF UNDERSTANDING #2

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

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

RE: EMPLOYEE INFORMATION

Commencing February 7, 2014 the University will provide a report to the Union on a bi-weekly basis that will show who has been appointed to positions within the bargaining unit during the time period and will include, but not be limited to:

The name of the employee, the course numbers, actual stipends or rates to be paid, number of credit hours for the courses and term of the appointment and the posting number. Such information will also be provided for employees paid by the hour and by the student (per student information may be approximate).

Each course shall be listed individually for the employee except in the case of Bundled appointments which may list the courses and stipend to be paid in one listing.

These reports will be provided electronically to the Union local Office within five (5) working days of the end of the bi-weekly period however the parties agree that from time to time there may be a situation where it is delayed. University of Manitoba will inform the Union if there is going to be a delay.

The parties agree to meet within ninety (90) calendar days of ratification to discuss the needs of the Union for additional information and if and how it will be delivered.

Signed this 6th day of October, 2014

“Paul Kochan”

For: University of Manitoba

“Karen Naylor”

For: CUPE 3909

This LOU was entered into between the University and the Union during collective bargaining in 2014.

LETTER OF UNDERSTANDING #3

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

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

RE: DISTANCE AND ONLINE COURSES

This LOU was entered into between the University and the Union during collective bargaining in 2015.

At the request of either party, the University and the Union may enter into discussion regarding changes to the following clauses:

Clause 11.5.2(b):	33 credit hour limit not including distance/online
Clause 11.6.3(f):	separate RFR for distance/online
Clause 14.3:	separate cancellation language for distance/online
Clause 18.2:	Salaries

Any changes to the current provisions will be by mutual agreement, otherwise the status quo will be maintained.

Signed this 15th day of July, 2016

“David Barnard”

For: University of Manitoba

“Karen Naylor”

For: CUPE 3909

LETTER OF UNDERSTANDING #4

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

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

RE: 6 AND 9 CREDIT HOUR STUDIO COURSES IN THE FACULTY OF ARCHITECTURE

This LOU was entered into between the University and the Union during collective bargaining in 2015.

The parties hereto agree to the following compensation rates for Sessional Instructors appointed to teach six (6) and nine (9) credit hour Studio Courses in the Faculty of Architecture only:

Minimum stipend for a Sessional Instructor who has not earned RFR for an Appointment is as follows:

	Year 1 Jan. 1/16 to Aug. 31/16	Year 2 Sept. 1/16 to Aug. 31/17	Year 3 Sept. 1/17 to Aug. 31/18
6 Credit Hour Studio	\$10,309.62	\$10,464.24	\$10,621.20
9 Credit Hour Studio	\$11,054.26	\$11,216.42	\$11,384.56

Minimum stipend for a Sessional Instructor who has earned RFR for an Appointment is as follows.

	Year 1 Jan. 1/16 to Aug. 31/16	Year 2 Sept. 1/16 to Aug. 31/17	Year 3 Sept. 1/17 to Aug. 31/18
6 Credit Hour Studio	\$10,712.58	\$11,120.58	\$11,528.58
9 Credit Hour Studio	\$11,457.22	\$11,872.76	\$12,291.94

Signed this 15th day of July, 2016

“David Barnard”

“Karen Naylor”

For: University of Manitoba

For: CUPE 3909

LETTER OF UNDERSTANDING #5

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

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

RE: STAFF BENEFITS

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

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

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

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

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

Signed this 15th day of July, 2016

"David Barnard"

For: University of Manitoba

"Karen Naylor"

For: CUPE 3909

LETTER OF SETTLEMENT RE: RETROACTIVE WAGES

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

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

The parties hereto agreed to a lump sum payment in lieu of retroactive pay in the amount of 1.4% of actual wages paid from September 1, 2015 to December 31, 2015. This lump sum will be paid to all employees including Sessional Instructors who were paid at the minimum stipend or had received a performance adjustment, Sessional Instructors who were paid above the minimum stipend, employees paid by student/web conference and employees paid by the hour.

Signed this 15th day of July, 2016

“David Barnard”

For: University of Manitoba

“Karen Naylor”

For: CUPE 3909



UNIVERSITY
OF MANITOBA

Human Resources

309 Administration Building
Winnipeg, Manitoba
Canada R3T 2N2
Fax (204) 474-7505

26 May 2016

Karen Naylor
Vice-President, CUPE 3909

Dear Karen:

Re: Letter of Commitment re Orientation for Sessional Employees

During bargaining in 2015, the University agreed to meet with the Union following the ratification of the Collective Agreement to review and revise as necessary new sessional employee orientation processes and information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'L. Halket'.

Lisa Halket
Director, Staff Relations

cc. Janice Ristock



UNIVERSITY
OF MANITOBA

Human Resources

309 Administration Building
Winnipeg, Manitoba
Canada R3T 2N2
Fax (204) 474-7505

26 May 2016

Karen Naylor
Vice-President, CUPE 3909

Dear Karen:

Re: Letter of Commitment re: Librarians

During bargaining in 2015, the Union presented concerns of the Sessional Librarians. The University commits to meet with the Union, within three (3) months of date of ratification of this Agreement, to discuss and attempt to resolve these concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lisa Halket'.

Lisa Halket
Director, Staff Relations

cc. Mary-Jo Romaniuk, University Librarian