

## **ARTICLE 33. LEGAL AND TRANSITIONAL**

### **33.1 Sessional and Part-Time Academic Staff**

The University shall not terminate the appointment of a full-time faculty member either in order to replace that faculty member with a sessional or part-time appointee(s), or in order to reappoint that faculty member as a sessional or part-time appointee. It is understood that the University and a Member may mutually agree to the termination of that Member's full-time appointment and to the reappointment of that Member to a sessional or part-time appointment.

### **33.2 Supplements to the Agreement**

If, during the term of this Agreement, the parties hereto shall agree on an addition to or an amendment of any of the provisions of this Agreement, then the same may be added to this Agreement in the form of a supplement hereto, and shall thereafter become part of this Agreement. Nothing in this clause shall be deemed or in any manner construed as providing either of the parties hereto with a right, additional to that provided in Article 35, Duration and Renewal, to require the other party to commence collective bargaining.

### **33.3 Collection of Dues**

33.3.1 Beginning with the month in which this Agreement is ratified, and in each month thereafter for the duration of this Agreement, the University shall deduct from the salary of each Member the regular monthly membership dues as established by the Association.

33.3.2 The University shall remit to the Treasurer of the Association, no later than thirty (30) working days after such deductions are made, a list of the names of the Members from whose salaries deductions have been made and the amount deducted from each, together with a cheque for the total amount deducted. By the first working day of March each year the University shall supply the Association with a list of the total dues deducted for each Member during the preceding calendar year.

33.3.3 In the event the Association receives dues hereunder on account of an employee who is not a Member or, if on account of a Member, in excess of the amount required, it agrees to reimburse or credit the employee as the case may be, for the amount so received. The Association shall indemnify and save the University harmless against any action arising out of the wrongful deduction of money for Association dues resulting from the Association's instruction.

33.3.4 At the commencement of this Agreement, the Association shall advise the University in writing of the amount of its regular monthly membership dues. Thereafter, the Association shall advise the University in writing of any change in the amount of the regular monthly membership dues. Such notice shall be given no less than thirty (30) days prior to the effective date of the change.

33.3.5 The University shall have no responsibility for the collection of initiation fees, special assessments or any deductions, other than as specified above.

### **33.4 Severability**

In the event that any provision of this Agreement is found by a court or tribunal of competent jurisdiction to be illegal or unenforceable, then such provision shall be severed from the Agreement as having no force or effect; but the remainder of the Agreement shall continue in full force and effect. In the event any such decision of a court or tribunal of competent

jurisdiction is appealed, the operation of the provision in question shall be ~~suspended~~ put into abeyance pending the outcome of such appeal.

### **33.5 Printing and Distributing the Agreement**

The University and the Association shall co-operate in preparing and printing this Agreement. The University shall prepare the master copy for printing. The costs of production, including plate-making, shall be shared pro rata according to the number of copies authorized by each party.

### **33.6 Communication**

Unless otherwise provided by this Agreement, all communications or notices concerning or required by the Agreement shall be addressed as follows:

By the University: To the Executive Director  
The University of Manitoba Faculty  
Association

By the Association: To the Executive Director of Human Resources  
The University of Manitoba

### **33.7 Individual Agreements**

No Member shall, as a result of an individual agreement, be denied any term or condition in this Agreement to which he/she would otherwise be entitled. The Association shall receive a copy of any contract between the University and a Member which would guarantee the Member arrangements for tenure, promotion, research/study leave or other leaves which are in excess of those provided for within this Agreement.

### **33.8 No Strike or Lockout**

33.8.1 In accordance with the provisions of the *Labour Relations Act*, R.S.M. 1987, c. L10:

33.8.1.1 the Association shall not declare or authorize a strike of Members;

33.8.1.2 the University shall not declare or cause a lockout of Members;

33.8.1.3 no Member shall strike;

while this Agreement is in force.

33.8.2 Following the conclusion of any lawful strike called by the Association, or lockout, the University shall not refuse to re-employ any Member.

### **33.9 Amalgamation**

If the University is required or intends to enter into a contract with another educational institution to amalgamate schools, departments, faculties or programs, it shall notify the Association and provide it with an opportunity to make representations concerning the method and effect of such change(s).

In negotiating any such contract with another educational institution, the University shall ensure that benefits granted to Members by this Agreement are maintained.

### **33.10**

#### **Transitional**

For Members of the bargaining unit described in Certificate No. MLB 3998, unless otherwise agreed, any proceedings or matter that commenced prior to the date of signing of this Agreement and that is affected by any provision of the immediately preceding Agreement shall be subject to and be dealt with by the provisions of the immediately preceding Agreement and not by this Agreement.