

COLLECTIVE AGREEMENT

BETWEEN:

THE UNIVERSITY OF MANITOBA  
(Physical Plant, Food Service  
and Residence Unit)

(hereinafter called "the Employer"  
and/or "the University" and/or "the UM")

OF THE FIRST PART

- and -

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION,  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) AND ITS LOCAL 3007

(hereinafter called "the Union")

OF THE SECOND PART

FOR THE PERIOD

OCTOBER 20, 2007 - OCTOBER 1, 2010

NEGOTIATING COMMITTEES  
2007-2010 UM-CAW COLLECTIVE AGREEMENT

FOR THE UNIVERSITY OF MANITOBA

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FOR THE CANADIAN AUTO WORKERS (CAW) LOCAL 3007

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Ms Rhona Bousquet  
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## **ARTICLE 1 PURPOSE AND SAVINGS CLAUSE**

### **1.1 Purpose**

The purpose of this Collective Agreement in establishing terms and conditions of work, hours of work, wages and salaries is to promote cooperation and harmony between Employer and employees, in recognition of the need for the successful operation of the University as a public institution designed to promote higher education, and accordingly, but without limiting the generality of the foregoing, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes, lockouts, waste, avoidable expenses and unnecessary delays.

### **1.2 Mutual Intent**

It is the mutual intent of the Parties in carrying out their respective responsibilities to act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

### **1.3 Mutual Interest**

The mutual interest of the Employer and its employees is hereby recognized and all Parties to this Collective Agreement are pledged to assist in the operation of the Departments of the Employer mentioned in the attached Schedule "A" and Schedule "B" of this Collective Agreement, and pledge themselves to refrain from taking part in sympathy strikes.

### **1.4 Savings Clause**

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

## **ARTICLE 2 SCOPE AND RECOGNITION**

### **2.1 Bargaining Unit**

The Employer, in accordance with Manitoba Labour Board Certificate No. MLB-5144 dated May 25, 1995, recognizes the Union as the exclusive bargaining agent for all employees of the University of Manitoba in the Operations, Maintenance, Food Service and Residence Departments, except students who are enrolled in the current academic year in a high school or a university in a full-time program of study, those covered by Manitoba Labour Board Certificate Nos. MLB/2469 (CUPE Local 1482/Faculty of Engineering), MLB-2850 (GCIU Local 900M), MLB-3324 (UMDCSA) MLB-3355 (AESES/Security), MLB-3974 (AESES), MLB-4002 (CUPE Local 3909/Teaching Assistants) and MLB-5259 (CUPE Local 3909/Sessional/Part-Time Teaching Staff) and those excluded by the Labour Relations Act of Manitoba.

### **2.2 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees coming under this Collective Agreement in collective bargaining with relation to wages, hours of work and other conditions of employment as set forth herein. The Employer agrees that every employee shall have the right to join and support the Union in accordance with the Labour Relations Act, Chapter L10, Part 1, Section 5(1) and the Employer agrees that it will not interfere with the formation, selection, or administration of the Union in accordance with the Labour Relations Act, Chapter L10, Section 6(1).

### **2.3 Application**

This Collective Agreement shall apply to those employees of the University of Manitoba who are within the bargaining unit defined in Manitoba Labour Board Certificate No. MLB-5144 and who are employed in the classifications set forth in Schedule "A" and Schedule "B" attached and inclusive of this Collective Agreement.

### **2.4 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 that any existing classification(s) is revised and or new classification(s) established during the term of this Collective Agreement, the Employer shall notify the Union by providing a copy of the revised or new classification specification to the Union with the changes highlighted and underlined. The Employer shall also notify the Union in writing as to the rate of pay for the new or revised classification, the names of any current employees whose rate of pay will be affected and the effective date of the new rate of pay.

The Employer and the Union shall meet to review the new or revised classification specification and to discuss the rate of pay. If the Employer and the Union are unable to agree upon the rate of pay for the new or revised classification within thirty (30) calendar days of the notice to the Union, the matter of the rate of pay shall be referred to arbitration in accordance with Clause 14.10 of the Collective Agreement. All existing classification specifications shall be provided to the Union within thirty (30) calendar days from the date of ratification of this agreement and any changes thereof.

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.

Other related duties shall be defined as duties that are characteristic of the duties of the classification.

### **2.5 Inclusions In/Exclusions from Bargaining Unit**

Any disagreement between the Employer and the Union on whether or not any given classification, position, or work falls within the CAW bargaining unit (MLB Certificate No. MLB-5144), may be referred to the Manitoba Labour Board for a ruling, in accordance with the Labour Relations Act of Manitoba.

### **2.6 Classification Specifications**

Classification specifications for the job classifications shall be available from Human Resource Services or the Union and shall be posted on their respective web sites.

### **2.7 Students Excluded**

Students who are enrolled in the current academic year in a high school or university in a full-time program of study are excluded from the bargaining unit as students and therefore not covered by the Collective Agreement.

Students, who are excluded from the bargaining unit, under Manitoba Labour Board Certificate No. MLB-5144 may perform work of the bargaining unit providing that a student does not displace an employee in the bargaining unit.

In order to retain student status a student must present, upon request, proof of current school year enrolment within an accumulation of twenty (20) working days. A student must, upon request, present proof of acceptance in a full-time program of study for the upcoming school term by August 31st. Failure to produce such evidence, the employee shall be subject to immediate deduction of dues.

Proof of acceptance referred to above shall be, in a case of a student of the University of Manitoba, a letter

from the Admissions Office confirming that the student is accepted or enrolled in a full-time program of study, or in the case of another school, a letter from an authority of that school confirming that the student has been accepted or enrolled in a full-time program of study.

## **2.8 Excluded Persons Performing Work of Bargaining Unit**

Persons whose positions are excluded from this Collective Agreement shall be permitted to perform work similar to those members of the bargaining unit where the work is for experimentation, instruction or resolving emergencies.

## **ARTICLE 3 UNION MEMBERSHIP**

- 3.1** It is understood that it is the inherent right of any employee covered by this Collective Agreement to make application for membership in the Union if the employee so wishes.
- 3.2** It is agreed that there will be no discrimination, interference, restraint, or intimidation exercised or practiced upon any employee by the Employer, or its agents, or by the Union, or its representatives, because of membership or non-membership in the Union.
- 3.3** It is further agreed that there shall be no solicitation for membership, collection of dues or other Union activities on the premises of the Employer during working hours, except as outlined in Clause 3.4 and Article 5.
- 3.4** The Employer agrees that a member of the bargaining unit or the Union representative shall be given the opportunity of interviewing each new employee who is employed in any of the departments of the Employer set forth in Schedule "A" and Schedule "B" hereof on completion of the equivalent of twenty (20) working days employment for the purpose of informing such employee of the existence of the Union at the University and of ascertaining if the employee desires to become a member. The Employer reserves the right to appoint a staff member to be present at such an interview. If requested by the Union the Employer will provide space and a fixed time for such interview each month.

## **ARTICLE 4 COLLECTION OF UNION DUES AND INFORMATION TO THE UNION**

### **4.1 Union Deductions**

The Employer shall deduct from the employees represented by the Union, such initiation fees, and other assessments as the Union may direct in writing from its Financial Secretary, from the biweekly salary of each such employee, and mail same by the 15th of the following month to the Financial Secretary of the Union accompanied by a list of names of all employees for and on behalf of whom such deductions have been made. Deductions for new employees shall be calculated from the date of employment.

### **4.2 Information to Union**

The Employer, when forwarding Union deductions, shall also provide to the Union on a monthly basis the following information:

- (1)** Names of employees;
- (2)** Classification, start date, seniority and service of employees;
- (3)** Names of employees who have transferred into/out of the bargaining unit;
- (4)** Names of employees on Long Term Disability, Workers Compensation and Leave of Absence over 10 days;

- (5) Names of employees who have been laid off or recalled;
- (6) Names of excluded student employees performing work of the bargaining unit.

The University agrees that this information will be provided to the Union in monthly reports once the new HRIS system is up and running (approximately July 2005).

## **ARTICLE 5 REPRESENTATIVES, COMMITTEES AND MEETINGS**

### **5.1 Union Representatives**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be facilitated the Union shall keep the Employer informed at all times as to the names of its officers and members who may be appointed or elected from time to time to any executive, grievance or negotiating committee or to the position of a steward.

### **5.2 Employer Representatives**

The Employer shall supply a list of its management representatives with whom the Union may be required to deal with under the terms of this Collective Agreement and shall keep the Union informed at all times as to the names of its management representatives.

### **5.3 Union Duties and Supervisory Approval**

The Employer recognizes the role of Union executives, grievance committees, negotiating committees and stewards in labour-management relations and shall not discriminate against them. Where supervisory approval is requested under this Clause it shall not be unreasonably denied.

Where it is necessary for a Union representative to leave the work site to attempt to remedy or investigate complaints of the employees (excluding matters related to collective bargaining) the Union representative shall first receive approval from the supervisor. Time sheets will be submitted for each leave and the total number of hours provided by the University will not exceed 1200 hours in each fiscal year. Hours of time off in excess of the 1200 hours in each fiscal year will be paid by the Union. Where a discussion of Union business requires a meeting of a group of more than three (3) employees such meeting shall be held outside of working hours.

The Union representative shall, upon presentation of credentials, be permitted admittance at any time to any location on the campus in which the employees are working for the purpose of meeting with an employee on duty for up to fifteen (15) minutes providing there is no unreasonable disruption of work.

### **5.4 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:

**5.4.1 Grievance Meetings:** In the case of grievance meetings between the Union and the Employer, which are arranged through the Employer, up to three (3) representatives of the Union (number of Union representatives, up to three (3), to be determined by the Union) shall be entitled to receive their usual remuneration from the Employer

**5.4.2 Arbitration Hearings:** In the case of grievance arbitration hearings between the Union and the Employer, **one (1)** representative of the Union shall be entitled to receive their usual remuneration from the Employer.



- 5.4.3 Collective Bargaining:** In the case of collective bargaining/ negotiation meetings between the Union and the Employer, including meetings with a Conciliation Officer, which are arranged through Human Resources, representatives of the Union shall be entitled to receive their usual remuneration from the Employer to a maximum of eighty (80) person days.

**Conciliation Board/Mediation:** In the case of collective bargaining/negotiation meetings between the Union and the Employer during collective bargaining for which a conciliation board or mediator has been appointed, representatives of the Union shall not be entitled to receive their usual remuneration from the Employer.

For the purpose of collective bargaining/negotiations, the Employer shall allow an exchange of shifts between a shift employee who is on the Union bargaining committee and another employee of the same classification in the bargaining unit, unless the exchange of shifts adversely affects the department. Such time, when requested, shall not be unreasonably denied.

The following applies only to Schedule "B" shift workers:

Where possible, an employee(s) on duty will be used to cover the relief work necessary as a result of collective bargaining/negotiations. Where the Employer is required to schedule a replacement for employees who are granted leave for negotiations, the replacements will receive pay for all hours worked at the appropriate rate of pay.

- 5.4.4** "Usual remuneration" required to be paid shall mean the employee's regular hourly salary for the number of hours spent at said meeting up to the employee's normal hours of work per day but not including any overtime .

## **ARTICLE 6 HOURS OF WORK**

### **6.1 Hours of Work - Schedule "A" and Schedule "B"**

Schedule "A" - General & Trades Classifications - The hours of work at regular rates for the Schedule "A" - General Classifications and Schedule "A" - Trades Classifications shall not exceed seven and three-quarter ( $7\frac{3}{4}$ ) hours per day or thirty-eight and three quarters ( $38\frac{3}{4}$ ) hours per scheduled seven (7) day period unless mutually agreed by Employer and Union. An employee shall not be scheduled for more than six (6) consecutive days within any fourteen (14) day period except by mutual agreement between the University and the Union.

Schedule "A" - Food Service Classifications - The hours of work at regular rates for the Schedule "A" - Food Service Classifications shall not exceed seven and three-quarter ( $7\frac{3}{4}$ ) hours per day or seventy-seven and one-half ( $77\frac{1}{2}$ ) hours per scheduled fourteen (14) day period unless mutually agreed by Employer and Union. An employee shall not be scheduled for more than six (6) consecutive days within any fourteen (14) day period except by mutual agreement between the University and the Union.

Schedule "B" Classifications - The regular working hours shall not exceed seven and three quarter ( $7\frac{3}{4}$ ) hours in one day or seventy-seven and one-half ( $77\frac{1}{2}$ ) hours in a bi-weekly pay period. All shifts to be arranged from time to time by the Manager or by the Assistant Manager. Altered work weeks in which regular working hours may exceed seven and three quarter ( $7\frac{3}{4}$ ) hours in one day or seventy-seven and one-half ( $77\frac{1}{2}$ ) hours in a bi-weekly pay period may be established by mutual agreement between the Employer and a majority of employees in the bargaining unit.

### **6.2 Wages - Schedule "A" and Schedule "B"**

The Employer agrees to pay all employees under this Collective Agreement on a biweekly basis in accordance with the wage rates shown in the attached Schedule "A" and Schedule "B". All employees shall be paid by way of direct payroll deposit to the financial institution of the employee's choice within

the Province of Manitoba.

#### **6.2.1 Wages - Casual Employees**

When it is necessary to hire casual employees for any classification in Schedule "A" or Schedule "B" they shall be paid the appropriate hourly rate shown in Schedule "A" or Schedule "B" for such classification.

#### **6.2.2 Pay Statement - Casual Employees**

For hourly paid (casual) employees, all hours worked per pay period and the applicable rate of pay for same shall be itemized on the employee's pay cheque statement.

#### **6.3 Work Schedule**

Where the work schedule of a position does not normally fluctuate, the employee will be advised of the work schedule at the time of hire. Where the work schedule does fluctuate, a work schedule covering two (2) weeks in advance or more shall be established and posted by the Employer covering all regular full-time and regular part-time employees, except Food Services employees as per Article 34. The work schedule shall be subject to change whenever the use of facilities and employees necessitate a change so as to provide the best possible service.

##### **6.3.1 Change of Schedule - Schedule "A"**

Where the change of schedule is made for a one to four day period and is necessary due to unforeseen circumstances, the employee must be notified before normal quitting time on the day previous to the change. Otherwise, three (3) days' notice shall be given.

Where the change is made for a period of five (5) days or more the employee shall be notified one (1) week in advance of the first shift of the change of schedule.

Where the above notice is not given, double time (2X) will apply for all hours worked outside of the employee's normal hours on the first day of the change.

##### **6.3.2 Change of Shifts Schedule "B"**

The Employer may change the shift of an employee whenever a change is necessitated by the absence of another employee due to unforeseen causes providing relief is not available and the employee whose shift is being changed receives more than eight (8) hours notification of any such change. Where eight (8) hours notice is not provided, double (2x) will apply for the amount of notice that is lacking.

Where the change of schedule is made for a one to four day period and is necessary due to unforeseen circumstances, the employee must be notified before normal quitting time on the day previous to the change. Otherwise two (2) days notice will be given.

##### **6.3.3 Work at Other Than Normal Work Location**

Where an employee is directed to leave the normal work location to perform duties at another work location, the employee, if possible, shall be notified of the change in work location before normal quitting time on the day previous to the change. If such notice is not provided, then on the first day of the change, the employee, if possible, will be provided with a meal as near as possible to the normal meal time. Where a meal cannot be provided, a meal allowance in the same amount as provided for in Clause 7.3 of this Collective Agreement shall be allowed for the purchase of a meal.

For the purpose of this Clause "normal work location" shall mean both the Fort Garry Campus and the Bannatyne Campus, that is, both the Fort Garry Campus and the Bannatyne Campus are considered to be

the same or one work location.

#### **6.4 Absence from Work**

Any employee who wishes to be absent from work with approval is required to notify the employee's supervisor and obtain the necessary approval for such absence prior to the commencement of the absence.

**6.4.1** An employee who is absent from work with approval at any time during working hours may be subject to a deduction of a proportionate amount from wages.

**6.4.2** Where an employee is absent from work without approval, such absence will be considered as unauthorized. All unauthorized absences will be without pay and may result in actions taken against the absent employee in accordance with Clause **15.7** "Absence without Authorization" or Article 23 "Discipline And Dismissal" of the Collective Agreement.

#### **6.5 Work Breaks**

Every employee who works the full-time hours as set out in Clause 6.1 (7 3/4 hours per day) shall be entitled to two (2) fifteen (15) minute breaks from work during each regular working day without deduction from wages.

Every employee who works less than the full-time hours as set out in Clause 6.1 shall be entitled to a fifteen (15) minute break from work during each work period of at least three and one-half (3½) hours duration.

**6.5.1** The time for such work breaks shall be fixed from time to time by the Employer. Regular schedules for breaks shall be posted. Temporary changes from the schedule may be made by either employee or Supervisor on a mutually agreed basis.

**6.5.2** If the work break provided for in Clause 6.5 is taken other than at the employee's location of work, any travel time involved shall be part and parcel of the fifteen (15) minute break duration; that is any combination of travel time and break time shall not exceed fifteen (15) minutes.

#### **6.6 Work Day - Schedule "A"**

For purposes of administration of this Collective Agreement a work day for all classifications set out under Schedule "A" will be deemed to fall within the calendar day (midnight to midnight) unless otherwise mutually agreed.

#### **Shifts – Schedule "B"**

For purposes of this Collective Agreement each day shall be deemed to begin at 11:31 p.m. of the preceding day. Until the Parties hereto otherwise agree the standard work shifts of the employees shall be as follows:

For shift employees:	No. 1	11:31 PM to 07:30 AM
	No. 2	07:31 AM to 03:30 PM
	No. 3	03:31 PM to 11:30 PM.

For day workers: Between the hours of 7:00 AM and 5:00 PM.

The employees on each shift shall work continuously during the shift except that they shall be entitled to take a twenty (20) minute lunch period at approximately the middle of the shift or at such period during each shift as operating conditions permit. All shift schedules covering a twelve (12) week period shall be posted ten (10) days in advance during which time employees may request changes to the schedule

provided they have the agreement of the other employees on the shift and the change does not result in additional cost to the Employer.

**6.7 Break Between Shifts**

There shall be a minimum of eight (8) hours between regularly scheduled shifts for any employee. In those cases where a regular shift is scheduled less than eight (8) hours following completion of the last regular scheduled shift, an employee shall receive pay at the rate of two times (2X) the regular hourly rate inclusive of regular earnings for that portion of the period of rest which is less than eight (8) hours.

**Schedule "B"**

An employee changing from one work shift to another work shift shall receive a rest period of not less than eight (8) hours between shifts. As a result of such change of shift, an employee shall not be scheduled to work two (2) shifts which begin on the same day.

**6.8 Shift Premium - Schedule "A"**

An employee who is scheduled to work 38  $\frac{3}{4}$  hours per week and whose schedule in whole or in part falls outside the hours of 6:00 a.m. to 6:00 p.m. shall be paid a premium for all hours worked between 6:00 p.m. and 6:00 a.m. as follows:

One dollar and five cents (\$1.05) per hour effective the date of ratification of this collective agreement.

This premium shall not be paid where overtime rates apply.

**Shift Premium - Schedule "B"**

When an employee works on scheduled shifts during the hours covered by shift No. 1 or shift No. 3, he/she will receive a shift premium for all hours worked during those shifts as follows:

One dollar and five cents (\$1.05) per hour effective the date of ratification of this collective agreement.

Overtime which is not part of regular shift will not qualify for shift premium.

**6.9 Compensation for Computer Adjustments made by Controls Shop Personnel at Home**

If the adjustment takes less than an hour, the employee will be paid 1 hour of pay; if the adjustment takes more than an hour or the employee has to return to work, Callback shall apply in accordance with the Callback provisions of Article 7.

**6.10 Compensation for Work Provided over the Telephone by Personnel at Home**

Where it is possible to remedy a problem by contacting an employee at home rather than requiring the employee to return to work, the employee shall be compensated. Such calls shall be authorized in advance by the employee's supervisor.

If the employee takes less than an hour to remedy the problem, then the employee will be paid one (1) hour's pay; if the adjustment takes more than an hour or the employee has to return to work, Callback shall apply in accordance with the Callback provisions of Article 7.

**ARTICLE 7 OVERTIME**

## **7.1 Authorization of Overtime**

All overtime worked which is paid by the Employer must be authorized by the Head of the employee's Department concerned or by a person designated by the Head. Except in emergency situations, such overtime must be authorized in advance.

### **7.1.1 Allocation of Overtime**

The Employer and the union agree that the opportunity for scheduled and unscheduled overtime, excluding callbacks, in a particular classification shall be distributed as equitably as possible in order of seniority and on a reasonably practicable basis among the employees thereof. In no case shall the Employer be required to incur additional overtime costs.

- a) Employees who are not interested in being given the opportunity for voluntary overtime during the period from September 1 to April 30 shall so advise their supervisor in writing on or before August 31.  
Employees who are not interested in being given the opportunity for voluntary overtime during the period from May 1 to August 31 shall so advise their supervisor in writing on or before April 30. Such employees shall not be canvassed by the Employer for voluntary overtime opportunities during the relevant period(s).
- b) Commencing on the first of the month following the first complete month after ratification, each supervisor shall keep records of those employees asked to work overtime and, of those asked, actual hours worked or refused. The union shall have access to these records for the sole purpose of verifying individual queries.
- c) Any overtime opportunity refused will be considered as if worked for the purpose of equitability.
- d) A monthly record of all scheduled and unscheduled overtime offered shall be accessible to employees.

**7.1.2** Where there are no volunteers for overtime duty, such duty shall be assigned on a rotation basis starting with the most junior employee that is qualified.

## **7.2 Payment for Authorized Overtime - Schedule "A"**

All time worked in excess of the normal hours of work as set forth in Schedule "A" shall be paid for at the rate of double time (2X) for actual time worked, except as hereinafter provided.

### **7.2.1 Callback - Schedule "A"**

A callback shall be defined as any call back to work received by an employee during the period between the completion of work and subsequent starting time. A callback shall not apply where an employee is notified before going home that the employee is required to report at a different time for work for the subsequent day.

**7.2.2** Any employee called back to duty shall be paid for all overtime worked at the rate of double time (2X) with minimum pay for a callback of two (2) hours at double time (2X).

**7.2.3** Any employee called back to duty on a regular day of rest shall be paid for all overtime worked at the rate of double time (2X) with a minimum pay for a callback of four (4) hours at double time (2X).

**7.2.4** An employee in receipt of a minimum callback will not receive additional pay for any subsequent callbacks which fall within the period covered by the minimum.

### **7.2.5 Statutory Holidays - Schedule "A"**

In addition to regular earnings for the day, any employee required to work on a statutory holiday, as outlined in Article 9, shall be paid for all hours worked on the statutory holiday at the rate of double time (2X), with minimum pay for the statutory holiday of four (4) hours at double time (2X).

### **7.3 Payment for Authorized Overtime - Schedule "B"**

All time worked in excess of the normal hours of work as set forth in Schedule "B" shall be paid for at the rate of double time (2X) for actual time worked except as hereinafter provided.

#### **7.3.1 Callback - Schedule "B"**

A callback shall be defined as any call back to work received by an employee during the period between his/her completion of work and subsequent starting time. A callback shall not apply where an employee is notified before going home that the employee is required to report at a different time for work for the subsequent day.

#### **7.3.2 Any employee called back to duty shall be paid for all overtime worked at the rate of double time (2X) with minimum pay for a callback of two (2) hours at double time (2X).**

Any employee called back to duty on a regular day of rest shall be paid for all overtime worked at the rate of double time (2X) with a minimum pay for a callback of four (4) hours at double time (2X).

#### **7.3.3 Any employee who has worked on the employee's first regular day of rest and is called back to duty on the second regular day of rest shall be paid for all overtime worked on the second regular day of rest at the rate of triple (3X) time with a minimum callback of four (4) hours at triple (3X) time.**

#### **7.3.5 An employee in receipt of a minimum callback will not receive additional pay for any subsequent callbacks which fall within the period covered by the minimum.**

#### **7.3.6 Emergency Situations - Schedule "B"**

In emergency situations when an employee is required to work in excess of eight (8) hours overtime within a twenty-four (24) hour period, such overtime in excess of eight (8) hours shall be paid at the rate of three (3X) times the regular rate of pay. The twenty-four (24) hour period shall be deemed to begin with the start of the employee's regular work shift.

### **7.3.7 Statutory Holidays - Schedule "B"**

In addition to the employee's regular earnings for the day, any employee required to work on a statutory holiday, as outlined in Article 9, shall be paid for all hours worked on the statutory holiday at the rate of triple time (3X), with minimum pay for the statutory holiday of four (4) hours at triple (3X) time.

### **7.4 Meal Allowance**

Where an employee is required to work unscheduled overtime following the normal work day and it is not expected that the work will be completed in less than three (3) hours, if possible, the employee will be provided with a meal as near as possible to the normal meal time. Where a meal cannot be given, ten dollars (\$10.00) will be allowed for the purchase of a meal. Reasonable time will be allowed to eat a meal where the meal is eaten on the job.

Where overtime continues beyond four (4) hours, a second meal will be provided or paid for.

In cases where overtime is scheduled and the employee works for more than eight (8) consecutive hours the Employer will provide a meal after eight (8) hours of work and every four (4) hours thereafter. When

overtime is scheduled for three (3) or more hours immediately following a regular shift, a meal will be provided or paid for.

An employee called back to duty on a regular day of rest or a regular day of work, shall be entitled to a meal allowance of ten dollars (\$10.00) every four (4) hours of overtime worked under the call back situation.

An employee in receipt of a call back who works less than four (4) hours of overtime shall not be entitled to a meal allowance.

#### **7.5 Banking of Overtime**

When an employee works overtime the employee may elect to receive time off with pay. Such time off shall be the equivalent in hours to the pay for such overtime that would have been calculated under Clause 7.2. The employee shall make the election at the time of completing the overtime claim sheet. The supervisor will grant the time off at a time requested by the employee unless the time off requested adversely affects the operation of the department.

The employee will be allowed to bank overtime hours, but the Employer may pay off all banked overtime hours accumulated in excess of one hundred (100) hours. The payment shall be made on or about the last pay period in November. The Employer reserves the right to pay out all accumulated overtime when an employee moves from one department to another (i.e. Physical Plant, Food Services, Residences).

#### **7.6 Banking of Regular Time**

When an employee requests, for personal reasons, time off from work at a specified date and time and in order to account for the absences the employee suggests an alternate period of work, if the supervisor agrees such time worked shall be on a straight time basis. Such arrangements shall be confirmed in writing within five (5) working days with one copy to be kept by the Employer and one copy to be kept by the employee. The Union shall be notified of the arrangement. The banking of regular time is not intended to perform work that would normally be completed on an overtime basis.

#### **7.7 Work Break Prior to Overtime**

Where overtime work immediately follows an employee's regular hours of work and where circumstances as determined by the Employer permit, the employee shall be entitled to a paid fifteen (15) minute work break payable at the employee's straight time (1X) rate of pay. The work break shall be taken immediately following the employee's regular hours of work and prior to the commencement of the overtime work.

#### **7.8 Overtime Sheets**

When an employee works overtime and completes and signs an overtime form, the employee at the time the overtime form is completed and signed, shall be given a copy of the overtime form.

#### **7.9 Extended Work Periods - Schedule "A"**

If an employee works extended overtime periods, a rest period of eight (8) hours will be provided after 16 hours of consecutive work. If the rest period overlaps with the employee's regular shift, the Employer will delay the start time and/or reduce the hours of the regular shift to provide the eight (8) hour rest break. In such a situation, the affected employee will be paid for the full shift.

#### **7.10 Daylight Savings/Standard Time Change:**

Employees who work over a time change resulting from the switch to daylight savings or standard time shall be paid for actual hours worked at the applicable rate.

## **ARTICLE 8 SICK LEAVE**

### **8.1 Definition of Sick Leave**

Sick leave means the period of time an employee is incapable of performing his/her regular duties and responsibilities due to an illness, injury or becoming disabled and continues to be paid.

### **8.2 Sick Leave - Full-Time Employees**

A full-time employee shall be eligible for paid sick leave for up to one hundred and eighty (180) calendar days when he/she is unable to perform his/her regular duties as a result of illness, injury or becoming disabled. Time spent on modified hours shall be counted as sick leave. Time spent on modified duties may be counted as sick leave, depending on the severity of the modifications.

It is important that the modified duties not present a hazard to the employee's health and safety. In the event that an employee provides a medical certificate requesting modified hours or modified duties the University reserves the right to request that the employee provide a Workplace Capabilities Form completed by the employee's physician.

Where an employee provides a medical certificate requesting modified duties or modified hours of work for a period greater than four (4) weeks, the employee will be required to supply a Workplace Capabilities Form completed by his/her physician. The Workplace Capabilities Form will be submitted to Human Resource Services who will consult with the Occupational Health and Safety Coordinator and appropriate medical consultants used for this purpose. Where a modified duties or modified hours of work arrangement is implemented, progress towards a full return to regular duties will be reviewed by the Occupational Health and Safety Coordinator, the appropriate manager and the employee. Employees are entitled to have the Grievance Chairperson and the CAW Health and Safety representative present at meetings to discuss modified duties or modified hours programs and progress towards a full return to regular duties. Modified hours and/or modified duty arrangements shall not normally exceed three (3) months in duration.

#### **8.2.1** Where it is determined that the employee is able to return to regular duties and has a reoccurrence of the same or related injury, illness or disability, then the following shall apply:

- (i) if the return is for at least forty (40) consecutive working days, then the one hundred and eighty (180) calendar day count shall be reset, and the employee shall be eligible for one hundred and eighty (180) calendar days of sick leave in the event of illness, injury or becoming disabled; or
- (ii) if the return is for less than forty (40) consecutive working days then the employee shall return to sick leave and the one hundred and eighty (180) calendar day count shall continue from the point at which it was suspended by the employee's return to regular duties.

### **8.3 Sick Leave - Non Full-Time Employees**

All employees, who are not regular full-time employees, after being employed for the equivalent of sixty (60) working days or more will be entitled to accumulate one (1) hour of sick leave with pay credit for each fifteen (15) hours of service. Sick Leave credits are payable under this Clause as follows:

- (1) Sick Leave under this Clause 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;
- (2) For employees who are not regular full-time employees but who are eligible for the Long Term



Disability Income Plan, the accumulation of Sick Leave credits will be to a maximum number of hours such that the employee would be entitled to Sick Leave for a maximum of 180 calendar days;

- (3) For employees who are not regular full-time employees and who are not eligible for the Long Term Disability Income Plan, the accumulation of Sick Leave credits will be to a maximum of 442 hours.

#### **8.4 Medical/Dental Appointments**

Absences for dental and medical appointments for regular full-time employees shall be considered as sick leave. Except in emergency situations, the employee shall provide his/her supervisor with reasonable notice (normally at least one (1) week) that he/she will be absent by reason of such appointment.

Whenever possible, dental or medical appointments should be made at the beginning or end of a work day, or where the employee's regular days off fall on days Monday through Friday, the appointment should be made on a day off. For ongoing medical treatment, such as physiotherapy or chiropractic, and in particular for treatment authorized by Workers' Compensation, employees are expected, where possible, to schedule appointments outside their working hours.

#### **8.5 Notification of Employer When Sick**

An employee who is unable to perform duties and is absent as a result of sickness or other medical reasons shall notify the Supervisor, or if they cannot be reached, the next senior person as soon as possible on the day of the absence. In the event that this is not done the employee may be considered on leave without pay, unless the employee is able to prove to the Employer that notification was not possible.

#### **8.6 Medical Certificate**

The Employer reserves the right to require a medical certificate from the employee to validate any absence when an employee has requested or received paid sick leave. In exercising this right, the Employer shall not be unreasonable. A request for a medical certificate will be made prior to or during the period of sickness. The medical certificate must be signed by a duly qualified medical practitioner and it must certify the dates on which the employee was unable to attend work. The Employer may require that the medical certificate provide information in order to manage the employee's absence and provide for workplace accommodations, including: the employee's workplace capabilities, a prognosis as to the expected date of return to regular duties, and any other pertinent details.

In cases of long term absences, the employee must also keep in regular contact with his/her supervisor, and keep the supervisor informed of his/her progress toward a return to work.

The cost of all medical certificates shall be borne by the employee, except in the case where the Employer has required a Second Medical Opinion in accordance with clause 8.7.

##### **8.6.1 Medical Certificate - Ongoing**

Where the Employer has a concern with an employee's record of past absences, the Employer reserves the right to require a medical certificate from the employee on an ongoing basis provided that the Employer notifies the employee, in writing, that the employee must provide a medical certificate to the Employer for all future absences.

The duration of this requirement shall be one year from date of notification and may be renewed from year-to-year by the Employer by notifying the employee in writing of such renewal prior to expiry of the previous year.

#### **8.7 Second Medical Opinion**

In cases of frequent or long term Sick Leave, the Employer may require the employee to obtain a second medical opinion from a doctor appointed by the Employer.

In the event the Employer does so, the employee will authorize their doctor to make available the required information to the doctor appointed by the Employer and shall substantiate that this has been done.

Such medical reports shall be treated as confidential between the employee, the doctor, and Human Resources.

The cost of a second medical opinion will be borne by the Employer.

#### **8.8 Failure to Furnish Medical Certificate/Authorization**

In the event that the employee fails to furnish a medical certificate when requested under Clauses 8.5, 8.5.1 or 8.5.2 or in the event the employee does not authorize the required releases under Clause 8.6, the absence from work may be considered as unauthorized and consequently without pay.

#### **8.9 Abuse of Sick Leave**

The Employer and Union acknowledge that the purpose of Sick Leave is to provide income protection for those employees who are absent from work for legitimate sickness or other medical reasons;

The Employer and Union also acknowledge that the abuse of Sick Leave by employees adversely affects the credibility of their fellow employees who are legitimately sick, the credibility of the Sick Leave Policy itself and the job security of the bargaining unit;

Accordingly, the Employer and the Union do not condone the abuse of Sick Leave.

Abuse of Sick Leave may be subject to disciplinary action.

#### **8.10 Replacement**

Where the Employer is notified of an extended absence of more than five (5) working days by the employee, due to illness or injury, the Employer will make every reasonable effort to find suitable replacement help where it is available.

#### **8.11 Sick Leave and Layoff**

An employee who is on sick leave shall not be exempt from any notice of layoff received prior to the commencement of their sick leave. In such a situation, paid sick leave will cease effective the first day of layoff.

#### **8.12 Reasonable Accommodation**

**8.12.1** Employees with special needs, based on one or more of the protected characteristics found in The Human Rights Code, resulting in their being unable to perform all of the normal requirements of their job, have a right to reasonable accommodation to the point of undue hardship.

**8.12.2** The duty to provide reasonable accommodation must be determined on a case-by-case basis, taking into account all relevant factors. If the employee would be unable to fulfill his/her duties and obligations even after reasonable accommodation to the point of undue hardship, then accommodation is not required.

**8.12.3** An employee entitled to an accommodation as set forth above shall inform the University of his/her need for accommodation and the extent of that need. In the event that the matter is not resolved satisfactorily the University and the Union will assess what potential accommodations are available, and whether any of them would cause undue hardship. Experts with appropriate expertise may be jointly consulted and the

costs thereof will be borne as may be agreed between the University and the Union on a case by case basis. If at the end of the process the Union disagrees with the position taken by the University the Union reserves the right to grieve on the member's behalf.

**8.12.4** If the employee is entitled to an accommodation, an accommodation plan will be developed and implemented as soon as reasonably practical. If several possible accommodations without undue hardship are available, the employee shall receive the best available accommodation. The accommodation shall continue in effect unless there is a material change in the circumstances or accommodation request.

**8.12.5** It is recognized that the University's obligation of reasonable accommodation is an employer obligation and not exclusively the obligation of any individual department.

### **8.13 MPIC Wage Loss Replacement Benefits**

Manitoba Public Insurance Corporation (MPIC) 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 MPIC wage loss benefits in excess of one hundred percent (100%) of their normal salary from the two (2) sources for the same absence from work.

An employee who qualifies for wage loss replacement benefits from MPIC shall continue to receive their normal sick leave benefits from the University as per clauses 8.2 and 8.3, provided they reimburse the MPIC wage loss replacement benefits to the University. Monies so reimbursed to the University will be 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 in which case the normal provisions of long term disability coverage shall apply.

Any normal pension and benefit contributions shall be continued based on the employee's regular salary while on sick leave.

## **ARTICLE 9 HOLIDAYS**

### **9.1 Holidays**

For the purpose of this Collective Agreement, statutory holidays shall mean: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day or days so proclaimed by the Federal, Provincial, City of Winnipeg, or University of Manitoba authorities.

**9.1.1** When any of the aforementioned holidays falls on a scheduled day of rest, the Vice-President (Administration) shall designate another working day to be observed as the holiday in lieu thereof for non shift workers or for casual employees without a work schedule. Such designated day will be immediately preceding or following a weekend or another declared holiday.

**9.1.2** A "floating" paid holiday shall be observed in lieu of Easter Monday except as provided in Clause 9.1.3. The Vice-President (Administration) shall declare by March 1st the day the floating holiday is to be observed as a paid holiday for all employees. The day the floating holiday is observed shall immediately precede or follow a weekend or another declared holiday. For purposes of Clause 9.2 and 9.3 the day the floating holiday is observed shall be deemed to be the day it falls.

**9.1.3** Easter Monday shall be considered a paid holiday for shift workers under the Schedule "B" portion of this Collective Agreement and, for the purposes of Clause 9.2 and 9.3, shall be observed on the calendar day it falls.

## **9.2 Holiday - Qualification and Entitlement For**

9.2.1 An employee is eligible for holiday pay in relation to a general holiday unless

(a) the employee is absent on his or her first scheduled workday before or after the holiday without the employer's consent; or

(b) the holiday falls on a day that would normally be a workday for the employee, and the employee

(i) is required or scheduled to work on the holiday, and

(ii) is absent on that day without the employer's consent.

9.2.2 For the purpose of subsection (1), an employer is deemed to have consented to the absence of an employee if the employee is absent

(a) on a leave to which he or she is entitled or which he or she has been given by the employer; or

(b) because he or she is ill.

### **9.2.3 Amount of holiday pay**

An eligible employee's holiday pay in relation to a general holiday must not be less than the employee's wage for regular hours of work on a normal workday in the pay period

(a) in which the employee receives a day off in relation to the holiday; or

(b) in which the holiday occurs, if the employee does not receive a day off.

### **9.2.4 Employee with varying wages**

Despite subsection 9.2.3 above, if the employee's wage for regular hours of work on a normal workday cannot be determined because

(a) the number of hours worked in a normal workday varies from day to day; or

(b) the employee's wage for regular hours of work varies from pay period to pay period;

an eligible employee's holiday pay in relation to a general holiday is 5% of the employee's total wages, excluding overtime wages, for the four-week period immediately preceding the holiday.

## **9.3 Application of Overtime Payment and Holiday Entitlement**

(a) Should an employee's shift overlap a normal work day and a paid holiday then the shift shall be considered as occurring on the day in which the shift begins.

(b) An employee who does work on the day the holiday falls is paid overtime in accordance with Article 7 in addition to holiday entitlement and has no further holiday entitlement.

(c) An employee who does not work on the day the holiday falls:

- (i) Is paid holiday entitlement for that day and has no further holiday entitlement if the employee would have been scheduled to work on that day.
- (ii) Is assigned another day in lieu thereof if the employee would not have been scheduled to work on that day. The day assigned in lieu thereof shall be within the week in which the holiday occurs either immediately preceding or following scheduled days off or at another time by mutual agreement between the employee and the Employer. An employee who works on the day assigned in lieu is paid overtime in accordance with Article 7 in addition to holiday entitlement.

In the case where both the date the holiday falls and the date the holiday is observed in lieu thereof falls on the employee's regular day of rest, the employee shall receive another day off as a holiday in lieu thereof. The day assigned in lieu thereof shall be within the week in which the holiday occurs either immediately preceding or following scheduled days off or at another time by mutual agreement between the employee and the Employer. Should another day off not be granted then the employee shall receive overtime as is provided in Article 7.

#### **9.4 Christmas-New Year's Break**

- 9.4.1** Clauses 9.1 and 9.1.2 of the Collective Agreement provide for the following holidays: ½ day holidays before Christmas Day and New Year's Day when applicable (when Christmas Day and New Year's Day are immediately preceded by a scheduled working day), Christmas Day, Boxing Day, Floating Holiday, New Year's Day and from time to time Remembrance Day which fall and/or are observed during the annual Christmas-New Year's Break.

The moveable holidays are: the ½ day holidays before Christmas Day and New Year's Day (when applicable) and the Floating Holiday.

Remembrance Day, Christmas Day, Boxing Day and New Year's Day are moveable when they fall on either Saturday or Sunday.

- 9.4.2** Clause 10.10 provides for three (3) days paid Christmas-New Year's Vacation Entitlement which is to normally be taken in conjunction with the annual Christmas-New Year's Break (except for shift workers under Schedule "B").
- 9.4.3** The combination of holidays (Clauses 9.1 and 9.1.2) and Christmas-New Year's Vacation Entitlement (Clause 10.10) constitute the annual Christmas-New Year's Break.
- 9.4.4** The annual Christmas-New Year's Break shall be administered as follows:

(a) ½ Day Holidays

The ½ day holidays before Christmas Day and New Year's Day (when applicable) will normally be combined into one (1) day of holiday.

(b) Designation

The calendar days on which the annual Christmas-New Year's Break is to be observed shall be designated by the Employer by March 1st preceding the Christmas-New Year's Break in each year.

The Union shall be notified in writing of the calendar days so designated.

(c) **Alternate Arrangements**

If alternate arrangements, with respect to the day(s) the aforementioned holidays and/or Vacation Entitlement are observed, are necessary due to the nature of the operation of any given department or area of the University, said arrangements shall be determined by the Department Head providing that the Department Head gives the affected employee(s) a minimum of ten (10)

working days' notice of the alternate arrangement.

The alternate day(s) off with pay shall be taken at another time in the current vacation year as mutually agreed between the Employer and employee(s).

It is the intent of the Employer to provide the Christmas-New Year's Break to as many employees as possible. However, the Parties also recognize that certain circumstances necessitate Alternate Arrangements. It is not the intent of the Employer to utilize the Alternate Arrangement provisions to circumvent the intent of the Christmas-New Year's Break.

Overtime shall apply in accordance with Clause 9.3 of the Collective Agreement.

## **ARTICLE 10 VACATIONS WITH PAY**

### **10.1 Vacation Entitlement - Salaried Employees**

Salaried employees shall be entitled to vacation pay in accordance with the following table, where Column A represents the number of years of accumulated service at March 31st of any year and Column B represents the number of hours of vacation entitlement for each biweekly pay period or part thereof prorated worked in the interval between April 1st of the previous year and March 31st of the then current year. An employee who resigns, is laid off or whose employment is terminated shall have vacation entitlement calculated in accordance with the number of years of service accumulated as at the date of separation.

<b><u>Column A</u></b>	<b><u>Column B</u></b>	<b><u>Column C*</u></b>
Accumulated Service in Years at March 31st	Hours of Vacation per Biweekly Period Worked	Maximum Hours of Vacation Per Annum *(For Information only)
00.00 to 05.99	0.58 days x 7.75 hours	15 x 7.75 hours
06.00 to 11.99	0.77 days x 7.75 hours	20 x 7.75 hours
12.00 to 19.99	0.96 days x 7.75 hours	25 x 7.75 hours
20.00 or more	1.15 days x 7.75 hours	30 x 7.75 hours

\* Column C represents the number of hours of vacation entitlement in the current vacation year for a full-time employee who has worked the full-time hours for the full previous vacation year.

**10.1.1** Decimal vacation entitlement shall be rounded off to the nearest whole number, e.g. 12.49 becomes 12 hours, 12.50 becomes 13 hours.

**10.1.2** For the purposes of earning vacation credits, any absence from work with pay shall be deemed to be time worked.

**10.1.3** For the purposes of this Clause, accumulated service means the service, as at March 31st, as defined in Clause 11.3.

### **10.2 Vacations - When Granted**

Vacations will be granted between April 30th and October 1st of any year at a time requested by the employee provided that the needs of the Department are recognized and approval can be given. Vacations will be granted at other times during the year, where possible, at a time requested by the employee provided that the needs of the Department are recognized and approval can be given.

#### **10.2.1 Request for Vacation**

A request by an employee for vacation shall be made in writing to the employee's Supervisor, and a response to such request shall be provided by the Employer within twenty (20) calendar days of the date of the written request.

#### **10.3 Vacation Salary - Salaried Employees**

Salaried employees leaving on vacation shall receive their vacation salary prior to the start of their vacation if they made a request to the Employer not less than two (2) weeks in advance of the start of the vacation.

#### **10.4 Vacation - Advance and Carry Over**

Subject to written approval of the Department up to five (5) working days of vacation may be taken in advance provided it has been earned or up to ten (10) working days of vacation may be carried over from the normal vacation year to the next vacation year.

#### **10.5 Statutory Holiday During Vacation**

The period of vacation shall be extended by one (1) day of each statutory holiday occurring during such period.

#### **10.6 Hospitalized or Bedridden During Vacation**

In the event that an employee is hospitalized, or bedridden for three (3) or more days during a vacation, sick leave may be substituted for vacation leave. The employee must provide a medical certificate attesting to the fact that the hospitalization or bed rest was necessary and indicating the time period involved. In the event that the employee is involved in an accident as a result of working an outside paid job the employee will not be entitled to substitute sick leave for vacation leave.

#### **10.7 Vacation and Leave of Absence**

Where leave of absence without pay is used to extend vacation the period of leave shall follow the paid vacation period. Employees shall take regular vacation entitlement before requesting a leave of absence.

#### **10.8 Vacation Pay - Hourly-Rated Employees**

Hourly-rated employees shall have vacation pay added to their regular pay cheques in each pay period in lieu of annual vacation with pay in accordance with the following table, where Column A represents the accumulated service in years at March 31st and Column B represents the percentage of the normal hourly rate to be paid in addition to the normal hourly rate.

<b><u>Column A</u></b>	<b><u>Column B</u></b>
Accumulated Service in Years at March 31st	Vacation Pay (Percentage)
00.00 to 5.99 .....	06 %
06.00 to 11.99 .....	08 %
12.00 to 19.99 .....	10 %

20.00 or more ..... 12 %

**10.8.1** The vacation pay shall not apply to hours paid at overtime rates.

**10.9** Hourly-rated employees shall be entitled to leave without pay for vacation equal to the amount of vacation pay they have received during the past vacation year.

**10.10 Christmas-New Year's Vacation Entitlement**

The following Christmas-New Year's Vacation Entitlement shall apply annually in addition to the vacation entitlement provided for in Clause 10.1 and Clause 10.8.

Employees who, in accordance with Clause 9.2 of the Collective Agreement, qualify for the ½ day holidays before Christmas Day and New Year's Day, Christmas Day, Boxing Day, Floating Holiday and New Year's Day as paid holidays shall also be entitled to three (3) days paid Christmas-New Year's Vacation Entitlement.

Schedule A and non-shift workers under Schedule B: The three (3) days paid Christmas-New Year's Vacation Entitlement shall normally be taken in conjunction with the annual Christmas-New Year's Break on such days as designated by the Employer by March 1st preceding the Christmas-New Year's Break in each year.

Shift workers under Schedule B: The three (3) days paid Christmas-New Year's Vacation Entitlement shall be taken between April 30th and October 1st of each year at a time as mutually agreed between Employer and employee.

**ARTICLE 11 SENIORITY, SERVICE AND RETIREMENT**

**11.1 Definition of Seniority**

Seniority shall be defined as the employee's numerical ranking on the Seniority List - with the employee with the lowest number on the List (which is number 1) having the greatest seniority and the employee with the highest number having the lowest seniority, that is, lower number/greater seniority.

The second and subsequent Seniority Lists will be posted once per year in accordance with Clause 11.6 of this Article.

Employees' names will be removed from the Seniority List when seniority is lost in accordance with Clause 11.5 of this Article.

Those employees remaining on the Seniority List will be allocated a lower number (greater seniority) according to the number of employees' names removed from the List.

New employees will be allocated the highest number (lowest seniority) vacant as of their start date in the bargaining unit.

**11.1.1** For the purposes of this agreement the following classifications are recognized as Skilled Trades:

**Schedule "A"**

Electrician  
Elevator Mechanic  
Controls Mechanic/Electronic Controls Technician  
Refrigeration A/C Mechanic  
Plumber/Steamfitter  
Welder



Industrial "A" Mechanic  
Industrial "B" Mechanic  
Carpenter/Cabinetmaker  
Plasterer/Tilesetter  
Locksmith  
Insulator  
Painter  
Auto Mechanic  
Food Service Lead Hand

#### **Schedule "B"**

Power Engineer 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> class  
Shift Charge Engineer  
Swing Shift Engineer  
Water Treatment Technician  
Assistant Engineer  
Physical Plant Engineer

Seniority in the Skilled Trades shall be by Skilled Trades Classifications under Schedule "A" and Schedule "B". Skilled Trades seniority will apply to the allocation of overtime, layoffs and recall.

Under Schedule "B", seniority will be based on University seniority.

Any new employees hired on or after October 6, 2007 into the Skilled Trades in either Schedule "A" or "B" will have a date of entry seniority in that classification in the Skilled Trades, and will not have the right to exercise his/her seniority into the classifications not covered by Skilled Trades.

### **11.2 Application of Seniority**

Seniority shall apply to the following:

- (a) The assignment of overtime in accordance with Clause 7.1.1;
- (b) The filling of job vacancies in accordance with Clause 12.5;
- (c) The assignment of casual work in accordance with Clause 12.13;
- (d) Lay off and recall in accordance with Clause 12.14;
- (e) Return to former position in accordance with Clause 12.14.

### **11.3 Definition of Service**

An employee's Service will begin with the first day of employment and shall be the cumulative amount of time which the employee has worked for the Employer. All service shall be stated in equivalent of years of service to two (2) decimal places (i.e. 6.18 years; 11.23 years, etc.) prorated on the following basis:

A year of service for an employee working 38 3/4 hours per week shall be 2015 hours;

All time paid by the Employer including the first six (6) months of paid sick time shall be treated as time worked for the purpose of this Clause.

In the case of an employee who is off work as a result of sickness or injury and who does not qualify for or receive paid sick leave for said sickness or injury but does receive Manitoba Workers Compensation benefits for the said sickness or injury, the first six (6) months of receipt of compensation benefits shall be

treated as time worked for the purpose of this Clause. If the employee, prior to the commencement of time off work due to the sickness or injury, worked less than the full-time hours of work, service shall be prorated on the basis of the number of hours worked in the last full week worked. No employee may, by reasons of working extra hours, receive credit for more than one (1) year of service during a one (1) year period.

#### **11.4 Application of Service**

Service shall apply to the determination of Vacation Entitlement and/or Vacation Pay (as is applicable) in accordance with Article 10 of the Collective Agreement.

#### **11.5 Loss of Seniority/Service**

An employee shall lose all Seniority/Service if the employee:

- (a) Voluntarily quits or retires from the employ of the Employer (voluntarily quits includes resignation pursuant to Clause 15.7 of the Collective Agreement);
- (b) Is justifiably discharged and not reinstated through the grievance procedure.
- (c) Has been laid off for more than eighteen (18) consecutive months; (Note: See also Clauses 12.16 and 28.2 Re: Lay Off & Staff Benefits.)
- (d) Following a lay off, fails to advise the Employer within five (5) working days of receipt of notice to return to work, of the employee's intention to so return or fails to report for work on the date and at the time specified in said notice. (See also Clause 12.14 Lay Off and Recall). It shall be the duty of the employees to notify the Employer promptly of any change of their address. If any employee shall fail to do this the Employer will not be responsible for failure of such notice to reach the employee;
- (e) Leaves the bargaining unit as provided in Clause 11.8 and does not return within the required sixty (60) working days.

#### **11.6 Seniority List**

The Employer shall prepare in the month of May each year a Seniority List of the employees which shall show the numerical (seniority) ranking, name, and classification of each employee. The List shall remain open until September 30th for an appeal in case of error. Should there be an appeal filed within the time period and subsequently the employee or the Union present proof of error, a correction shall be made and the correction shall be shown on any subsequent List.

The most recent Seniority List posted by the Human Resource Services shall be used to determine seniority for all applications of seniority.

#### **11.7 Service List**

The Employer shall prepare in the month of May each year a Service List of the employees which shall show the name, commencement day of employment, years of service, classification, and Department. The list shall be made available by Human Resource Services and shall be available on their web site. This List shall remain open until September 30th for an appeal in case of error. Should there be an appeal filed within the period and subsequently the employee or the Union present proof of error, a correction shall be made and the correction shall be shown on any subsequent List.

A copy of the Service List of the employees which shall show the name and commencement day of employment, years of service, classification, and Department shall be provided to the Union.

## **11.8 Leaving the Bargaining Unit**

Employees who leave a position within the scope of the bargaining unit but who continue to be employees of the University shall retain their service rights. They shall also retain seniority as at the time of leaving the unit and may exercise these rights for a period of sixty (60) working days should they return to a position within the unit.

## **11.9 Retirement**

Within two (2) weeks of notification by the employee of the employee's intention to retire, the Employer shall provide to the Union the names and retirement dates of the retirees.

Annually the Employer shall provide the Union with a list of employees who will reach the normal retirement date in that calendar year.

# **ARTICLE 12 JOB DEFINITIONS, JOB POSTINGS, SELECTION, TEMPORARY CASUAL APPOINTMENTS, PROBATION PERIOD, TRIAL PERIOD, LAY OFF AND RECALL**

## **12.1 Employee/Position Definitions**

The following Employee/Position Definitions shall apply for the purpose of this Collective Agreement:

**Regular Full-time Employee/Position:** Is an employee who works in a position which has a regular schedule of not less than the normal full-time hours of work set forth in Schedule "A" or "B" and which is expected to exist for at least six (6) months and has no specified end date.

**Regular Part-time Employee/Position:** Is an employee who works in a position which has a regular schedule of less than the normal full-time hours of work set forth in Schedule "A" or "B" and which is expected to exist for at least six (6) months and has no specified end date.

**Regular Full-Time Seasonal Employee/Position:** Is an employee who works in a position which has a regular schedule of not less than the normal full-time hours of work set forth in Schedule "A" or "B" and which is expected to exist for at least six (6) months and has no specified end date but is subject to seasonal lay off.

**Regular Part-Time Seasonal Employee/Position:** Is an employee who works in a position which has a regular schedule of less than the normal full-time hours of work set forth in Schedule "A" or "B" and which is expected to exist for at least six (6) months and has no specified end date but is subject to seasonal lay off.

**Term Employee/Position:** Is an employee who works in a position which has a regular schedule which is expected to exist for at least six (6) months and continue for the duration of a maternity/parental leave or an approved leave of absence.

**Casual Employee/Work:** Is an employee who works in either full-time or part-time casual work which is not expected to exist for more than six (6) months or who works on a casual or intermittent basis or as required basis. Casual employees are often hired to fill pending regular appointments, sick leave and vacation replacement, extra work, varying work demands, emergencies and changing budget considerations.

## **12.2 Job Postings**

Should a regular full-time position, a regular part-time position, regular full-time seasonal position, regular

part-time seasonal position or a term position become or about to become vacant and the Employer requires the position to be filled, then the Employer, within sixty (60) calendar days of the position becoming vacant, shall post for a minimum of five (5) working days, a job vacancy notice on the bulletin board or boards provided. The job vacancy notice will provide the job classification of the position, qualification requirements, job duties, hours of work, shifts, rate of pay, and where possible expected seasonal lay offs or shutdowns. The job vacancy notice will state the name of the building(s) in which the job is normally located, where applicable.

Where a salary range exists for the classification of the job posted, the job posting will show the start rate of pay and maximum rate of pay in the salary range. Such job postings shall also include the following statement:

"An appointment may be made at the pay step in the salary range quoted which is equivalent in years to the level of competence attained by the successful applicant through previous directly applicable experience and training."

#### **12.2.1 Utility Caretaker Work Areas**

In order to provide an opportunity for employees in the Utility Caretaker classification to move to another assigned work area when a vacancy occurs in the employee's Zone, employees wishing to relocate to another area within their Zone shall provide their Assistant Manager with a written request to be considered for relocation as a result of there being a vacancy within the employee's Zone. The Zone Assistant Manager will provide those employees on the list, in order of seniority, with first opportunity to relocate to another assigned work area prior to filling the vacancy in the respective Zone.

Employees are not required to accept the offer of a relocation and, if the employee declines the opportunity, the employee will be considered for a future relocation within the employee's Zone without reapplying.

"Zone" shall mean a Zone in the Physical Plant Department, the Bannatyne Campus or the Residences.

Transfers shall be effected in a fair and just manner notwithstanding that transfers may occur in order to facilitate the needs of the University with respect of the work to be done. It is recognized by the University and the Union that transfers of existing employees call for understanding and care on the part of the University and willingness to face reasonable re-adjustments on the part of the employee concerned. In no case shall a transfer be made as a disciplinary action against an employee. The Employer shall provide the Union, in writing, reasons for such transfer.

The University is prepared to consider requests from caretaking staff working shifts to change their hours to a day shift for holiday periods. Such requests shall be granted providing that the University is satisfied that caretaking services shall not suffer as a result of such a change.

The above provisions do not affect the Employer's ability to assign work to employees.

#### **12.3 Application for Job Posting Vacancy, Appointment and Notification**

Employees will be required to apply in writing prior to the expiry date indicated on the Job Posting Vacancy Notice, for any job posted for which they wish to be considered.

Employees who have made written application for a posted position and who will not receive further consideration for the position by reason of lack of qualification shall be so notified.

Within five (5) days after a permanent appointment is made there shall be a notice posted on the bulletin board or boards informing the employees of the Employer's decision of the applicant selected for the position previously posted.

#### **12.4 Limitation on Application for Vacancy**

Any employee may apply for a job vacancy, however, the employee's application for a job vacancy will not necessarily be considered in the event that the employee has not completed an employment period of sixty (60) working days in their present job, except as provided following:

An employee's application for a job vacancy will be considered where the job applied for is either for more hours of work in any classification, or for a job in a higher classification regardless of the hours of work.

#### **12.5 Selection for Vacant Positions**

The Employer agrees that senior employees shall have preference for vacant positions posted in accordance with Clause 12.2 so far as it is practicable to do so and provided that their qualifications are relatively equal. Schedule "B" only - Should all qualifications be equal, the applicant with longer service in a classification requiring the same ticket as the posted position shall be appointed to the position.

Where the Employer fills a position on a temporary basis pending the posting of a position it is not the intent that any senior employee will be denied the posted position solely on the basis that the temporary appointee is more qualified by virtue of having filled the position on a temporary basis.

Should differences arise with respect to any employee applying for any of the positions mentioned herein the Employer shall provide reasons why such employee was not selected for said position.

#### **12.6 Casual Appointments**

The Employer may make casual appointments to fill regular full-time, regular part-time, regular full-time seasonal or regular part-time seasonal vacancies which are under review or which are to be posted and the successful applicant has not yet been chosen. Such appointments shall not exceed six (6) months except by mutual agreement between the Employer and the Union. This will not preclude the present practice of hiring students to fill vacant permanent positions for the summer period between academic terms.

#### **12.7 Probation Period**

A new employee shall be considered on probation until the employee has worked for the equivalent of a total of 465 full working hours for the Employer. During the probation period the employee's performance will be reviewed periodically with the employee by the Employer. Where the Employer finds that there is reasonable doubt concerning an employee's suitability by the end of the probation period, the Employer, with the consent of the union, may decide to renew or extend the probationary period. The employee shall be notified in writing of this renewal or extension, stating the area of concern. An employee who is found to be unsuitable for a position during a probationary period will be released.

#### **12.8 Trial Period**

Any employee selected for any position included in Schedule "A" or Schedule "B" who does not succeed after a trial period of four hundred and sixty-five (465) working hours in the new position shall be transferred to their former position, if possible, or a similar position with the Employer at the current rate of pay for that position.

#### **12.9 Reclassification**

Where an employee's job is reclassified, and providing the present incumbent is qualified, that job shall not be posted.

Where the Employer reclassifies a job, and the incumbent is not qualified to perform the reclassified job,

the Employer will provide the incumbent with the necessary training for the reclassified job.

#### **12.10 Return from Disability**

An employee who has been absent due to illness but does not qualify for Long Term Disability or who has been on Long Term Disability following sick leave, but who ceases to qualify for Long Term Disability benefits, and cannot return to work in the employee's former position:

- (a) For medical reasons; or
- (b) Because the employee is no longer qualified for their former position; or
- (c) Because the former position has been filled in accordance with Clause 12.2 of the Collective Agreement; or
- (d) Because it has been determined that the position is no longer required;

Shall be subject to the following provisions:

- (e) The employee shall receive fifteen (15) working days written notice (without pay) of lay off.
- (f) A meeting will be arranged with the employee, a Union representative and a representative of the Human Resource Services to review the appropriate provisions of the Collective Agreement.
- (g) During the fifteen (15) working day notice period referred to in (e) above, the employee shall be treated in accordance with the procedures outlined in Clause 12.14.4 of the Collective Agreement, (i.e. placement in a vacant position or exercise seniority for a position) provided that the employee is qualified and physically capable of performing the work of such position.
- (h) The employee, within five (5) working days of the meeting referred to in (f) herein, shall respond in writing to the Human Resource Services as to whether the employee wishes to exercise their seniority.

#### **12.11 Temporary Assignments**

Where an employee is directed to perform and does perform, for a period of one (1) full hour or more, the duties that are characteristic of a classification which has a higher rate of pay, the employee shall be paid for all time performing such duties, a temporary assignment premium of up to a maximum of ten percent (10%) of the employee's current rate of pay, but not to exceed the higher rate of pay. "Duties characteristic of a classification" under this Clause means the duties that would have been performed in the higher classification during the temporary assignment and those duties which distinguish that higher classification from all classifications with a lower rate of pay.

The above adjustment will not apply to any Schedule "B" Swing Shift Engineer, as relieving in other classifications is a regular part of that job function.

The Employer and the Union agree that employees paid under the classification of Truck Driver who normally drive campus routes will be paid the rate for a Downtown Truck Driver only when assigned to a downtown route for a minimum period of one (1) full hour or more.

#### **12.12 Temporary Appointment Out of Bargaining Unit**

Employees who are temporarily appointed to positions outside of the bargaining unit for a period not to exceed six (6) months shall continue to pay Union dues and will retain the right to return to their previous position within the bargaining unit. Such appointment shall not exceed six (6) months except by mutual agreement between the Employer and the Union.

The successful applicant to a temporary posted position outside of the bargaining unit for a period of up to six (6) months will continue to pay Union dues and will retain the right to the previous position within the bargaining unit.

#### **12.13 Assignment of Casual Work - General**

Casual work (both seasonal and otherwise) shall be assigned in accordance with the following definitions and procedures:

- (a) Casual work is work which is either full-time or part-time but which is not expected to exist for more than six (6) months or work that is available on a casual or intermittent or as required basis.
- (b) A Work Unit shall mean either Physical Plant, Food Service or Residence.
- (c) An employee's Work Unit means the Work Unit in which the employee has a posted position or normally works in and is currently working in or is laid off from.
- (d) To be considered eligible for casual work, an employee must be either laid off and/or available for such casual work.
- (e) Laid off means the employee has received a Notice of Lay Off and either did not exercise seniority rights or was not placed in another classification position but is still in the "retention of seniority period" - see also Clause 12.16.
- (f) Available means:
  - (1) The laid off employee, in accordance with Clause 12.13 (g) or (h) has indicated, in writing, within five (5) days of receipt of the notice of lay off, that the employee is available for casual work.  
  
If the laid off employee does not comply with this requirement, the employee shall waive the right to be considered for any casual work;  
- or -
  - (2) The employee is working for the Employer but is working less than full-time hours;  
- and -
  - (3) The employee's regular work hours would not conflict/ overlap with the casual work hours;  
- and -
  - (4) The combination of the employee's regular work hours and the casual work hours would not exceed full-time hours of work per day (7 3/4 hours) or per week (38 3/4 hours).
- (g) For casual work within an employee's own Work Unit, eligible employees must indicate in writing to the Director of that Work Unit, their availability for such employment.  
  
Preference will be given to senior employees for available work provided that they meet the basic qualifications for the work to be performed.
- (h) For casual work outside an employee's own Work Unit, eligible employees must submit an application in writing to the Director of the Work Unit in which they are seeking casual work. The application must outline the employee's qualifications to perform work within the Work Unit in which they are seeking employment. Preference will be given to senior employees for available work provided that they meet the basic qualifications for the work to be performed.

### **12.13.1 Assignment of Work - Food Service**

The definitions and procedures which apply specifically to the assignment and scheduling of work in Food Service are set out in Article 34 of the Collective Agreement.

### **12.13.2 Work Being Performed by Students**

An employee who is laid off may exercise seniority for work in the bargaining unit being performed by students, providing their qualifications are relatively equal and providing that the exercising of seniority does not result in overtime costs to the University.

In addition, the employee exercising seniority in this manner will undertake to perform the job until the employee is recalled to their former position. Notwithstanding, however, that if another position at a higher rate of pay within the bargaining unit becomes available, the employee may exercise seniority if their qualifications are relatively equal.

### **12.14 Lay Off And Recall**

The provisions for lay off and recall and to whom these provisions apply, are set out following:

#### **12.14.1 Applicable To**

The provisions of Clause 12.14 through 12.14.4 are applicable to the following employees/positions (as defined in Clause 12.1):

- (a) Regular Full-Time Employee/Position
- (b) Regular Part-Time Employee/Position
- (c) Regular Full-Time Seasonal Employee/Position\*
- (d) Regular Part-Time Seasonal Employee/Position\*

\* Note: These provisions are applicable to general lay offs and non-seasonal lay offs but not applicable to regular seasonal lay offs.

#### **12.14.2 Definitions**

The following definitions shall apply for the purposes of Clauses 12.14 through 12.14.4:

- (a) Notice of Lay Off means the notice issued to the employee by the Employer that the employee's position is going to be discontinued.
- (b) Exercise of Seniority means placement of an employee whose position has been discontinued into a vacant position or the displacement (bumping) by the employee of a less senior employee.
- (c) Lay off means the lay off of an employee who has received a Notice of Lay Off and either does not exercise seniority rights or is not placed in another classification/ position. See also Clause 12.16 "Retention of Seniority Period".
- (d) Recall means the recall of a laid off employee to a position within their former (pre-lay off) classification. Recall shall apply for eighteen (18) months after date of lay off.
- (e) Return to former position means the return of an employee (from a position to which the employee has been placed as a result of the discontinuance of their former position) to a position within the former (pre-discontinuance) classification. Return to former position shall apply for eighteen (18) months from



date of placement into current position.

#### **12.14.3 Notice of Lay Off**

An employee, whose position is to be discontinued, shall be given fifteen (15) working days' written Notice of Lay Off by the Employer.

The Notice shall advise the employee of the following:

- (a) The date the position is scheduled to be discontinued;
- (b) The option available to the employee to Exercise Seniority Rights in accordance with Clause 12.14.4(a);
- (c) The option available to go directly into lay off following the end date of the Notice period (rather than electing to exercise seniority rights) in accordance with Clause 12.14.4(b);
- (d) That lay off will take place as of the first working day following the end date of the Notice period if either the employee elects to choose lay off as an option or the Exercise of Seniority option does not result in a placement into a position.

A copy of the Notice of Lay Off shall be sent to the Human Resource Services and to the Union.

#### **12.14.4 Options**

The options available to the employee are to (a) Exercise Seniority Rights subject to Return to Former Position or (b) to accept a Lay Off subject to Recall as set out following:

##### **(a) Exercise Seniority Rights:**

An employee who has received a Notice of Lay Off may exercise seniority rights in accordance with the following provisions:

- (1) To exercise Seniority Rights, the employee must so advise the Director of the Work Unit, in writing, within five (5) working days of the receipt of Notice of Lay Off.
- (2) An employee who wishes to exercise seniority rights, may be placed into the same or lower classification/position subject to the following:
- (3) Same or lower classification means same or lower rate of pay and hours of work.
- (4) The employee may select a classification(s)/ position (same or lower level) of preference.
- (5) The employee must meet the minimum qualifications that would normally be posted for the classification/position into which the employee wishes to be placed.
- (6) If there is a vacant position within the classification selected (and the employee is qualified for the position), the employee shall be placed in the vacant position.
- (7) Where there is no vacant position within the classification selected (and the employee is qualified for the position), the employee may "bump" the least senior incumbent/employee in the classification providing the employee has greater seniority than the incumbent.
- (8) In the implementation of Clause 12.14.4 (a) (3) to (7), an employee shall be entitled to exercise seniority for placement in a vacant position or "bump" into a position with the same hours of work and

within the same shift as applied in the position from which the employee was laid off from, providing that such a vacant or "bump" position exists within the criteria provided for in Clause 12.14.4 (a) (3) to (7).

Shifts periods are Day Shift - 6AM to 6:00 PM and Night Shift - 6:00 PM to 6:00 AM.

The shift period (Day or Night) is determined by the period in which the majority of hours of the shift fall.

The shift option provided for herein shall not preclude an employee from "bumping" the least senior incumbent/employee if that is what the employee (bumping) chooses.

- (9) **Return to Former Position:** Where an employee has been transferred to another position in accordance with Clause 12.14.4(a) and a position within the employee's former classification becomes vacant, the employee shall have the option to return to the former position subject to the following:

Return to former position shall apply for eighteen (18) months from date of placement in the employee's current position;

The employee shall be sent notice, by the Employer, of the availability of the vacant position within the former classification;

A copy of the Notice shall be sent to the Human Resource Services and the Union;

The employee must respond, in writing, within five (5) working days if the employee wishes to return to the former classification/position;

Return to former position is also subject to Clause 12.14.4(c).

**(b) Lay Off Subject to Recall:**

An employee who has received a Notice of Lay Off, but does not wish to exercise seniority rights or who is not placed in another classification/position, shall be laid off as of the first working day following the end date of the notice period and the following Recall provisions shall apply during lay off:

- (1) An employee may be recalled to the former classification/position for up to eighteen (18) months from the date of the lay off.
- (2) Order of recall shall be based on seniority.
- (3) When an employee is to be recalled the employee shall have a Notice of Recall mailed to the last known home address, with a copy of such notice provided to the Human Resource Services and the Union.
- (4) It shall be the duty of the employee on lay off to provide the Employer with the employee's address and to promptly notify the Employer of any change in the address. The Employer shall not be responsible for the failure of an employee to receive a Notice of Recall when the employee fails to provide this information.
- (5) An employee who receives a Notice of Recall will have up to five (5) working days from receipt of the Notice to advise the Employer of the intention to return to work and the employee will have up to a maximum of ten (10) working days from receipt of notice to report for work, but shall report to work no earlier than the date specified on the Notice of Recall.
- (6) Employees on lay off may also apply for casual work in accordance with Clause 12.13 of the Collective Agreement.

**(c) "Recall From Lay Off" Versus "Return to Former Classification":**

If a vacancy becomes available and is the "former" classification/position of both an employee who is on "lay off status" [Clause 12.14.4(b)] and an employee who is in "return to former position status" [Clause 12.14.4(a)], the employee with the greater seniority shall have first option to the vacancy.

- (d)** Where there is work in the employee's former classification for a period of fifteen (15) working days or more, the employee on layoff will be recalled to his/her former position in accordance with clause 12.14 of the collective agreement. In accordance with clause 11.5 (d) of the collective agreement, employees who are so recalled and who fail to report for work as required will lose all seniority and service, and will be deemed to have resigned.

Where there is work in the employee's former classification for a period of less than fifteen (15) working days, the employee on layoff will be offered casual work in accordance with clause 12.13. Should such work extend to fifteen (15) working days or beyond, the employee will be recalled to his/her former position in accordance with clause 12.14 of the collective agreement.

**12.15 Lay Off - Casual Employees**

A casual employee, as defined in Clause 12.1 of the Collective Agreement, shall be given one (1) calendar day's notice of lay off by the Employer and shall be placed on lay off on the first day following the notice period.

Casual employees who are laid off may apply for (other) casual work in accordance with Clause 12.13 of the Collective Agreement.

**12.16 Retention of Seniority Period**

Retention of Seniority Period means the period of time a laid off employee retains Seniority following the date of lay off. The period is eighteen (18) months in accordance with Clause 11.5(c) of the Collective Agreement. Note: See also Clause 28.2 Re: Lay Off and Staff Benefits.

**ARTICLE 13 LEAVE OF ABSENCE**

**13.1 General Leave**

If circumstances permit the Employer shall grant leave of absence without pay for a maximum duration of one (1) year, provided that there is a justifiable reason. Any leave of absence beyond three (3) days shall be applied for and confirmed in writing. The Union will be informed in writing, in cases of approved leave of absence in excess of three (3) days, of the name of the employee and the expected duration of the absence. Such leave shall not affect service and superannuation rights accrued prior to the date of the leave of absence. Should accrued time off on leave of absence without pay exceed ten (10) working days in one fiscal year, service accrual will be affected. Authorized paid leaves of absence shall be considered as worked time for the purpose of service and seniority. Requests from an employee to cancel a leave of absence which has been previously approved shall be at the sole discretion of the Employer.

**13.2 Bereavement Leave**

An employee shall normally be granted four (4) regularly scheduled consecutive work days bereavement leave without loss of salary or wages in the case of the death of a parent, spouse (same or opposite sex), 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 shall normally be granted one (1) regularly scheduled work day bereavement 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 and daughter-in-law, grandparent or grandchild or any one whom the employee is the primary care-giver.

Where burial occurs outside of the city, such leave shall also include reasonable travel time, the latter not to exceed an additional two (2) days.

#### **13.2.1 Spouse - Definition**

For the purpose of Clause 13.2, Spouse shall be defined as:

The person declared by the employee who:

- (a) is legally married to the employee; or
- (b) although not legally married to the employee, cohabits with the employee in a conjugal relationship for a period of not less than one (1) year and who has been publicly represented as the employee's spouse. The term conjugal relationship shall include a conjugal relationship between partners of the same sex.

The employee may have only one (1) declared spouse for the purpose of Clause 13.2.

#### **13.3 Compassionate Care Leave**

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

**13.3.1 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.

**13.3.2 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 his/her spouse or common-law partner;
- iii) the employee's parent or the spouse or the common-law partner of the employee's parent;
- iv) any other person who is a member of a class of persons prescribed in the Employment Standards Code Regulations.

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

**13.3.4 Leave:** The employee may take no more than two (2) periods of leave totalling 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.

**13.3.5 Return:** The employee may end their compassionate leave early by giving the Employer forty-eight (48) hours notice;

**13.3.6** 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.

**13.3.7 Seniority and Service:** An employee's seniority will not be affected by a leave under this Clause. An

employee's service may be affected in accordance with normal provisions for leaves without pay, as outlined in clause 13.1.

#### **13.4 Union Business**

If circumstances permit upon application therefore the Employer shall grant leave without pay to the Union President, the Union Secretary-Treasurer and other official delegates to attend meetings of the Local Union, Provincial Council Executive and Conventions of the Union and arbitration or Labour Board proceedings in order that they may carry out their duties on behalf of the Union.

Upon application, an employee on 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) days of receipt of billing.

#### **13.5 Witness/Jury Duty**

An employee subpoenaed as a witness or called for jury duty on normally scheduled days of work, shall upon request to their supervisor be granted leave of absence and be paid his/her basic rate of pay providing the employee remits to the Payroll Office any monies received for jury duty on normally scheduled days of work other than for reimbursement of expenses. The employee will be required to work during those scheduled working hours that he/she is not required to attend the court proceedings.

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

#### **13.6 Maternity Leave**

Eligible employees may apply for maternity leave in accordance with either Plan A or Plan B but not both. Part-time employees are only eligible for Plan A.

##### **PLAN A Maternity Leave Without Maternity Leave Allowance**

**13.6.1** (Plan A) In order to qualify for Plan A, a pregnant employee must be currently working for the Employer and:

- (a) have successfully completed seven (7) consecutive months of employment with the Employer;
- (b) submit to the Employer an application in writing for maternity leave (Plan A) at least four (4) weeks before the day specified by the employee in the application as the day on which the employee intends to commence such leave;
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the expected date of delivery.

**13.6.2** An employee who qualifies for Plan A 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 13.5.1 (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 13.5.1 (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 without pay following the end of the maternity leave shall be considered as a separate parental leave of absence without pay.

**13.6.3** An employee who wishes to resume employment on the expiration of leave granted in accordance with the

above shall be reinstated by the Employer in the position occupied by the employee at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

#### **PLAN B Maternity Leave With Maternity Leave Allowance**

**13.6.4** (Plan B)- is a maternity leave with maternity leave allowance made up of Supplementary Employment Maternity leave benefits under the Employment Insurance Act and Employer paid maternity leave benefits.

**13.6.5** In order to qualify for Plan B a pregnant employee must be currently working for the Employer and:

- a) have completed twelve (12) continuous months of paid employment with the Employer immediately prior to the date on which the proposed maternity leave commences;
- b) submit to the Employer an application in writing for leave under Plan B at least four (4) weeks before the day specified by the employee in the application as the day on which the employee intends to commence such leave;
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of the delivery;
- (d) provide the Employer with proof that the employee has applied for Employment Insurance benefits and that the Canada Employment and Immigration Commission (CEIC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.

**13.6.6** An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) the employee will return to work in the position occupied by the employee at the time such leave commenced or in a comparable position with not less than the same wages and benefits and will remain in the employ of the Employer on a full-time basis for at least six (6) months following the return to work; and
- (b) the employee will return on the date of the expiry of the maternity leave or any unpaid parental leave taken immediately following the maternity leave unless the date is modified with the agreement of the Employer; and
- (c) if the employee fails to return to work as provided under (a) and/or (b) above, the employee is indebted to the Employer for the full amount of the pay received from the Employer as a maternity leave allowance during the entire period of maternity leave.

**13.6.7** An employee who qualifies is entitled to a maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified on the certificate mentioned in 13.5.4 (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 13.5.4 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) the maternity leave shall commence no earlier than eleven (11) 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.

**13.6.8** During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the following:

- (a) for the first two (2) weeks an employee shall receive one hundred percent (100%) of the employee's weekly rate of pay;
- (b) for up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the E.I. benefits the employee is eligible to receive and one hundred percent (100%) of the employee's weekly rate of pay;
- (c) the maternity leave allowance can be taken any time between the tenth week before the expected birth week and seventeen (17) weeks after the actual birth. It must be taken in one consecutive seventeen

(17) week period.

- 13.6.9** Plan B does not apply to casual employees; part-time employees; to employees in temporary or project positions of a duration of less than one (1) year; or to positions which are subject to seasonal lay-off.
- 13.6.10** During the period of maternity leave - Plan A, service and vacation entitlement will not accrue.
- 13.6.11** During the period of maternity leave - Plan B, service and vacation entitlement will accrue.
- 13.6.12** Employees in receipt of a maternity leave allowance shall not be entitled to paid leaves of absence during the period of maternity leave.
- 13.6.13** Maternity leave allowance shall not be considered as earned wages for the purpose of qualifying for holiday entitlement under Clause 9.2.
- 13.6.14** For the purposes of Plan B an employee's "weekly rate of pay" for any week is the amount which the employee would have earned in that week had the employee worked the regular full-time hours of work as per Clause 6.1. This amount is neither increased nor decreased as a result of either a paid holiday or the Christmas-New Year's vacation entitlement failing during any given week of maternity leave under Plan B.
- 13.6.15** Staff benefits coverage for employees in receipt of maternity leave allowance shall be subject to the provisions of the various plans.
- 13.6.16** For the purposes of calculating the successful completion of a trial period, employees taking a maternity leave under Plan B shall be considered to be on a leave of absence without pay.
- 13.6.17** An employee may end the maternity leave early by giving the Employer notice two (2) weeks prior to the day the employee wishes to end the leave.

## **13.7 PARENTAL LEAVE AND PARENTAL LEAVE ALLOWANCE**

The purpose of parental leave is to provide time off for childcare which is necessitated by the birth or adoption of a child. Where both parents are employed by the Employer, the period of the parental leave allowance may be taken wholly by one or shared between the two employees.

There are two Parental Leave Plans:

- (a)** PLAN A - Parental Leave Without Parental Leave Allowance (Clauses 13.6.1 - 13.6.2 & 13.6.5).
- (b)** PLAN B - Parental Leave With Parental Leave Allowance (Clauses 13.6.3 - 13.6.4 & 13.6.5).

Eligible employees may apply for Parental Leave in accordance with either Plan A or Plan B but not both.

Employees in seasonal, part-time or casual positions are eligible to apply for Plan A only.

### **13.7.1 PLAN A - Parental Leave Without Parental Leave Allowance**

In order to qualify for Plan A - Parental Leave Without Parental Leave Allowance an employee must:

- (a)** Have successfully completed his/her probationary period of employment with the Employer;
- (b)** Be working for the Employer on the date of application for Parental Leave;
- (c)** Submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified by him/her in the application as the day on which he/she intends to commence such leave.

**13.7.2** 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. Any additional leave of absence without pay granted following the end of the Parental Leave shall be considered as a separate leave of absence without pay.

**13.7.3 PLAN B - Parental Leave With Parental Leave Allowance**

In order to qualify for Plan B - Parental Leave with Parental Leave Allowance an employee must meet the same requirements set forth in Clause 13.7.1(a) through (c) and in addition must:

- (a) Have completed twelve (12) continuous months of full-time paid employment with the University immediately prior to the date on which the proposed leave commences (unless the employee has been granted a maternity leave Plan B immediately prior to the Parental Leave);
- (b) Provide the Employer with proof that the employee has applied for EI benefits and that the C.E.I.C. has agreed that the employee has qualified for and is entitled to such EI Benefits pursuant to Section 23 of the *Employment Insurance Act*, 2000;
- (c) Sign an agreement with the Employer providing that:
  - (1) He/she will return to work in the position occupied by him/her at the time such leave commenced or in a comparable position with not less than the same wages and benefits and will remain in the employ of the Employer on a full-time basis for at least six (6) months following his/her return to work;
  - (2) He/she will return on the date of the expiry of his/her Parental Leave unless this date is modified by the Employer; and
  - (3) Should he/she fail to return to work as provided under (1) and (2) above, he/she is indebted to the Employer for the full amount of pay received from the Employer as a Parental Leave Allowance during his/her entire period of Parental Leave. Service and vacation entitlement will also be reduced by the amount accrued during the receipt of Parental Leave Allowance.

**13.7.4** An employee who qualifies for Plan B is entitled to and shall be granted Parental Leave as follows:

- (a) The parental leave will be completed within one (1) year of the child's birth or adoption.
- (b) An employee who qualifies under this provision is entitled to a leave consisting of a period not exceeding sixteen (16) weeks effective the date of ratification, seventeen (17) weeks effective October 4, 2008, and eighteen (18) weeks effective October 3, 2009 taken in one consecutive period as set out in Clauses 13.6.4(c), (d) and (e). Where the employee takes parental leave in addition to maternity leave, the employee shall commence the parental leave immediately following the maternity leave. Any additional leave of absence without pay granted following the end of the Parental Leave shall be considered as a separate leave of absence without pay.
- (c) If EI has determined that there will be a two-week waiting period before EI parental benefits begin, the employee's parental leave allowance during the two-week waiting period shall be ninety-five percent (95%) of his/her weekly salary;
- (d) For the weeks during which the employee is in receipt of Employment Insurance Parental Leave benefits, up to a maximum of fourteen(14) additional weeks effective the date of ratification, fifteen (15) additional weeks effective October 4, 2008, and sixteen (16) additional weeks effective October 3, 2009 if the above two-week waiting period applies, or a maximum of sixteen (16) weeks effective the date of ratification, seventeen (17) weeks effective October 4, 2008, and eighteen (18) weeks effective October 3, 2009 if no waiting period applies, payments equivalent to the difference between the



Employment Insurance Parental Leave benefits the employee is in receipt of and ninety-five percent (95%) of his/her weekly rate of pay.

#### **13.7.5 GENERAL PROVISIONS APPLICABLE TO PARENTAL LEAVE PLAN A AND/OR PLAN B**

- (a) Plan B does not apply to casual, part-time, or seasonal employees.
- (b) During the period of receipt of Parental Leave Allowance under - Plan B, service and vacation entitlement will not continue to accrue.
- (c) During the period of Parental Leave - Plan A, and the period of Parental Leave that is not covered by Plan B - Parental Leave Allowance, service and vacation entitlement will not continue to accrue.
- (d) Employees in receipt of Parental Leave Allowance payments shall not be entitled to paid leaves of absence during the period of Parental Leave.
- (e) For the purposes of Plan B an employee's "weekly rate of pay" for any week is the amount which the employee would have earned in that week had he/she worked the regular full-time hours of work as set forth in Article 6, Hours of Work. This amount is neither increased nor decreased as a result of either a paid holiday (Article 9) or Christmas-New Year's vacation entitlement (Clause 10.11) falling during any given week of Parental Leave under Plan B.
- (f) Staff Benefits coverage for employees on Parental Leave shall be subject to the provisions of the various plans.
- (g) For the purposes of calculating the successful completion of a trial period or a salary review date, employees taking a Parental Leave shall be considered to be on a leave of absence without pay.
- (h) An employee who wishes to resume his/her employment on the expiration of leave granted in accordance with either Plan A or Plan B shall be reinstated by the Employer in the position occupied by him/her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

#### **13.8 EXTENSION OF MATERNITY/PARENTAL LEAVE WITH LEAVE OF ABSENCE WITHOUT PAY**

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

#### **13.9 Voluntary Reduced Work Program**

The University agrees to implement a Voluntarily Reduced Work (VRW) Program that provides employees with up to five (5) days of leave of absence without pay per fiscal year.

Full-time regular employees are eligible to apply for a maximum of five (5) days of leave of absence without pay per fiscal year for the purposes of planning time away from work and balancing the demands of non-work life. Such time off shall be taken in accordance with clause 13.1. Once VRW days are approved, the employee must take the time off within that fiscal year. There shall be no banking of VRW days.

Employees must apply to their supervisors by March 1 of each year, indicating the number of VRW days for which they are applying. If possible, employees shall provide the dates which they intend to take off as VRW days, however supervisors will consider requests from employees to use VRW days for such unforeseen circumstances as a family member's illness.

Employees shall not take VRW days in conjunction with vacation days. No overtime costs shall be incurred as a result of granting VRW days.

The University agrees to spread the pay reduction out equally over a defined 12-month period.

### **13.10 Family Care**

An employee shall be allowed up to one (1) working day with pay, to a maximum of three separate occasions in a fiscal year, to make appropriate arrangements for the continuing care and supervision of a member of his/her immediate family where the family member's normal care giving arrangements (such as day care or home care) or a serious illness (such as a child with a fever or an accident or trauma) require the employee to attend and or arrange for continuing care. For the purpose of this provision the employee's immediate family means the employee's parents, spouse or dependent children.

## **ARTICLE 14 GRIEVANCE PROCEDURE AND ARBITRATION**

### **14.1 Grievance**

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

**14.1.1** Should any dispute arise between the Employer and the Union there shall be no suspension of work on account of such dispute, in accordance with the Labour Relations Act of Manitoba but an earnest effort shall be made by both Parties hereto to settle the dispute immediately and without delay.

**14.1.2** The following is provided as a guideline to filing a written grievance statement:  
In order to provide basic information and clearly identify the problem or dispute as far as is appropriate and practicable in the circumstances, to do so, a written grievance should set forth the particulars or nature of the dispute or grievance, the name(s) of the employee(s) involved, the date(s) or approximate date(s) of any alleged violation, the number(s) of any Article(s)/Clause(s) of the Collective Agreement alleged to have been violated, the remedy sought, and the signature(s) of the grievor(s).

### **14.2 Grievor**

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

### **14.3 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 stage of the grievance procedure.

If a grievance is not referred to the next stage of the grievance procedure within the time limits as established or as mutually extended, the grievance will be deemed to have been withdrawn/ abandoned.

### **14.4 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 or as Christmas – New Year's Vacation Entitlement.

### **14.5 Stage Bypassing**

One or more of the stages of the grievance procedure may be bypassed by mutual agreement between the

Employer and the Union.

#### **14.6 Employer Grievance**

An Employer grievance shall be defined as a grievance initiated by the Employer. An Employer grievance shall be set forth in writing, signed by the Employer and presented to the Union within ten (10) working days from the date of the occurrence of the circumstance giving rise to the grievance.

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 may be referred to arbitration in accordance with the provisions of Clause 14.10.

#### **14.7 Union Grievance**

A Union grievance shall be defined as a grievance initiated by the Union. A Union grievance shall be set forth in writing, signed by the Union and presented to the Executive Director of Human Resources. The written grievance shall include the facts upon which the grievance is based, the section(s) of the Agreement alleged to have been violated, and the remedy sought.

If the matter is not resolved to the satisfaction of the Union within ten (10) working days of the Employer's having received the grievance, the Union may, within ten (10) working days of the Employer's disposition, submit the grievance to binding arbitration as provided by this Article. The Employer shall be notified in writing of such action.

#### **14.8 Employee Grievance**

An employee grievance shall be defined as a grievance initiated by an employee or group of employees. An employee grievance shall be set forth in writing and processed in accordance with the grievance procedure as outlined in Clause 14.9. The written grievance shall include the facts upon which the grievance is based, the section(s) of the Agreement alleged to have been violated, and the remedy sought.

#### **14.9 Grievance Procedure**

**First Stage:** Within ten (10) working days of the employee becoming aware of a possible grievance, a grievance statement shall be prepared, signed by the employee (or signed by the Grievance Chairperson on behalf of the employee) and taken with or without the steward involved, directly to the appropriate Manager. Alternatively the employee may request the steward to present the signed grievance to the appropriate Manager on the employee's behalf. The appropriate Manager may request the presence of the employee in any further process of the grievance. A copy of the grievance shall be provided by the Union to the Staff Relations Officer in Human Resources.

The appropriate Manager shall have ten (10) working days from the receipt of the grievance in which to render a decision in writing to the employee with a copy to the Union and Human Resources.

**Second Stage:** If the decision rendered at the first stage does not resolve the grievance then the Union shall within ten (10) working days, refer the grievance to the Vice-President (Administration) or his/her designate. Within ten (10) working days of the grievance being referred to the second stage a meeting will be arranged for between the Union representatives and the Vice-President (Administration) or designate. The date of such meeting shall be set by mutual agreement between the Union and the Employer. In any subsequent meetings arranged by the Vice-President (Administration) between representatives of the Union and the Employer, the Union may include a representative of the Union. All settlements of grievances between the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned. Following the conclusion of the meeting or meetings, the Vice-President (Administration) or his/her designate shall within ten (10) working days submit his/her decision to the Parties concerned.

**Third Stage** Within ten (10) working days of receipt of the second stage disposition, the matter may be referred to arbitration in accordance with the provisions as outlined in Clause 14.10.

**14.10 Arbitration**

When, pursuant to Clauses 14.7 or 14.9 of the Collective Agreement, either Party requests that any grievance be submitted to arbitration, the Parties agree to the use of a single person arbitration board. The following persons will be called upon, on a rotation basis 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 will be requested to serve.

1. Ms. Diane Jones, Q.C.  
c/o The Manitoba Labour Board  
402 - 258 Portage Avenue  
Winnipeg, Manitoba R3C 0B6  
(Telephone: 945-3783)
2. Mr. Arne Peltz  
Gange, Goodman and French  
444 St. Mary Avenue  
Winnipeg, Manitoba R3C 0B9  
(Telephone: 953-5408, fax: 779-4329)
3. Mr. Gavin Wood  
3-430 River Avenue  
Winnipeg, Manitoba R3L 0L6  
(Telephone: 947-1830, fax: 943-0461)

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

**14.10.2** No matter may be submitted to arbitration which has not been properly carried through all previous stages of the grievance procedure provided for in this Article.

**14.10.3** No matter 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.

**14.10.4** 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.

**14.10.5** Each of the Parties hereto, will jointly bear the expense of the Arbitrator so appointed.

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

**ARTICLE 15 NOTICE**

### **15.1 Suspension or Dismissal**

Employees who are suspended or dismissed (as per Article 23 Discipline and Dismissal) shall not require prior notice of the suspension or dismissal, however such suspension or dismissal (as per Article 23) is required to be confirmed in writing.

### **15.2 Notice of Lay Off**

Regular full-time, regular full-time seasonal, regular part-time and regular part-time seasonal employees shall be given fifteen (15) working days' written notice of lay off by the Employer.

Casual employees shall be given one (1) calendar day's notice of lay off by the Employer.

**15.2.1** Failure by the Employer to give notice as provided for in Clause 15.2 will require payment by the Employer in lieu of notice equivalent to the amount of notice which is lacking.

**15.2.2** Vacation time is not to be used by the Employer as part or all of notice of lay off.

### **15.3 Notice of Employee Resignation**

Regular full-time, regular full-time seasonal, regular part-time and regular part-time seasonal employees shall give fifteen (15) working days' written notice of resignation to the Employer, however, the Employer may waive the notice requirement if the Employer agrees that cause exists to justify lesser or no notice.

Casual employees shall give a minimum of one (1) calendar day's notice of resignation to the Employer.

**15.3.1** Vacation time is not to be used by the employee as part or all of notice of resignation.

### **15.4 Notice of Termination of Employee on Probation**

An employee on probation (as per Clause 12.7) whose employment is terminated shall be given five (5) working days' notice of termination by the Employer.

**15.4.1** Failure by the Employer to give notice as provided for in clause 15.4 will require payment by the Employer in lieu of notice equivalent to the amount of notice which is lacking.

**15.4.2** Vacation time is not to be used by the Employer as part or all of notice of termination.

### **15.5 Notice of Resignation by Employee on Probation**

An employee on probation (as per Clause 12.7) shall give five (5) working days' written notice of resignation to the Employer, however the Employer may waive the notice requirement if the Employer agrees that cause exists to justify lesser or no notice.

**15.5.1** Vacation time is not to be used by the employee as part or all of notice of resignation.

### **15.6 Notice of Retirement**

Employees are encouraged to provide 20 (twenty) working days notice of their intention to retire. This is to enable the employee's department, Human Resources, Staff Benefits and the Union to properly prepare for the employee's retirement.

### **15.7 Absence Without Authorization**

Any employee who is absent from work for three (3) or more consecutive working days except as provided

for in Clause 8.4 and Article 13 of this Collective Agreement, and cannot prove that a request for authorization was not possible due to circumstances beyond the employee's control, may at the Employer's discretion, be deemed to have resigned without notice.

## **ARTICLE 16 SAFETY AND HEALTH**

- 16.1** The Employer shall make reasonable provisions for the safety and health of all employees during their hours of work.
- 16.2** The Employer shall provide training in the use of special equipment whenever the Employer expects the employee to use such equipment as part of their job.
- 16.3** The University agrees to maintain a Joint CAW-Management Local Area Safety Committee. The purpose of the Joint Committee is to promote the health and safety of CAW members.

### **Joint Committee Membership**

There shall be four (4) members selected by the Union, and four (4) members selected by Management. From this membership each party to the Joint Committee shall select their respective Co-Chair. In addition, the Employer shall appoint one (1) person from the Environmental Health and Safety Office to serve on the Joint Committee as a resource person.

### **Terms of Reference**

The Joint Committee shall first develop Terms of Reference (giving consideration to the section "Local Area Safety Committees - Terms of Reference" in the "Environmental Health and Safety Advisory Committees" document, dated December 1998) that shall include, but not be limited to:

- the Joint Committee's meeting procedures and schedules;
- clarifying duties of Committee members;
- accident and incident investigation procedures;
- building inspections;
- safety training; and
- consideration of such safety and health policies and procedures as heat stress, lock out and confined space entry.

### **Reporting**

The Joint Committee shall report to the central Workplace Health and Safety Advisory Committee (WHSAC).

Joint Committee members shall advise employees that their supervisor is the first line for reporting workplace accidents and incidents.

### **Meetings**

The Joint Committee shall meet at least once per month or as mutually agreed by the Union and Employer Co-Chairs. The purpose of these meetings will be to review reports of current accidents or industrial diseases, their causes and means of prevention, and review remedial action taken or required by the reports of investigations or inspections.

Minutes of the meetings, signed by the Co-Chairs, shall be forwarded to the Employer, the WHSAC and all members of the Joint Committee. The Co-Chairs shall arrange for the posting of the minutes on bulletin boards and otherwise distribute them in accordance with applicable legislation.

Time spent by members of the Joint Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

### **Dangerous Conditions**

Where an employee believes that a dangerous condition exists in their workplace, the employee shall

report such condition to their supervisor. If plans are not made to remedy the condition, the supervisor shall report the condition to the Environmental Health and Safety Office (EHSO). The EHSO shall conduct an inspection, in which the Union Co-Chair of the Joint Committee shall participate, for the purposes of examining the condition and resolving the employee's concern.

#### Right to Refuse Dangerous Work

In accordance with the legislation, employees may refuse work if they believe on reasonable grounds that the work constitutes a danger to themselves or others.

An employee who refuses work on these grounds shall promptly notify their supervisor. If the dangerous condition is not immediately remedied, then the supervisor shall immediately inspect the workplace in the presence of the employee and the Union Co-Chair (or designate). The supervisor shall take any action necessary to remedy any dangerous condition. The employee or the Union Co-Chair may recommend a solution to the problem.

The employee may continue to refuse the work until the condition is remedied. Another employee may not be asked to perform the work unless they have been advised of the first employee's refusal and the reasons for it.

#### Accident and Incident Investigations

Members of the Joint Committee shall co-operate with the Environmental Health and Safety Office's investigation of those "serious incidents" which the Employer is required to report to the Workplace Safety and Health Division of Manitoba Labour.

#### Lockout Program

Employees who may be at risk because they are required to set up or to repair or maintain machinery, equipment or systems where lockout is required, shall receive lockout training.

The Employer shall provide employees with sufficient numbers of personal locks to ensure that all equipment is locked out before being repaired, maintained **or** set up.

No supervisor or employee shall remove another employee's lock without prior notification except as provided in the Lockout Tagout Protocol and Procedure dated June 1, 2006.

All new employees shall be trained within six (6) months of the start of their employment.

- 16.4** The Union will be entitled to representation on the University Workplace Health and Safety Advisory Committee. The Committee shall meet as necessary to review safety problems reported and the action taken to resolve the problem. The Committee may make recommendations concerning safety matters. All recommendations of the Committee shall be forwarded to the Union, the Employer and the Director of Environmental Health and Safety. The Director of Environmental Health and Safety shall be invited to attend all Committee meetings. The Director of Environmental Health and Safety may also call a meeting with the Committee to discuss safety matters.
- 16.5** In recognition, the Employer and the Union hereby agree to embody the principle of "one (1) minute of silence on April 28 at 11 A.M. in memory of workers killed or injured on the job", into the Collective Agreement.

### **ARTICLE 17 BULLETIN BOARDS**

- 17.1** The Employer shall supply a reasonable number of bulletin boards designated for use by the Union. Such bulletin boards shall be placed accessible to all employees for reference purposes.
- 17.2** All Management notices posted, except job vacancy bulletins, must have the signed approval of a Member of Management.

- 17.3 All Union notices posted, except official Union meeting notices, must have the signed approval of a Member of the Union Executive.

## **ARTICLE 18 UNIFORMS**

- 18.1 The Employer may require the employee to wear a uniform or other special article while performing duties and the Employer shall provide and maintain same without deduction from the employee's salary. The employee shall be responsible for reasonable care of the uniform or article which is supplied.
- 18.2 No employee shall wear such uniform or special article when not on duty for the Employer except when traveling to or from the employee's place of employment.
- 18.3 Uniforms and other special articles so supplied shall be returned to the Employer on the employee's separation.

### **18.4 Personal Footwear/Wet Conditions**

The University will provide, on an as required basis, personal footwear to an employee(s) whose job requires the employee to work in wet conditions.

### **18.5 Safety Footwear**

Employees are required to wear footwear appropriate for their work. Where the Employer requires the wearing of safety footwear due to the nature of the job the employee is performing, the University will reimburse the employee for CSA approved safety footwear for one hundred percent (100%) of the cost up to a maximum of one hundred and five dollars (\$105.00) per fiscal year upon presentation of a valid receipt. For the purpose of this Clause, employees shall mean regular full-time and regular part-time employees as well as casual employees. Casual employees shall be reimbursed upon completion of four hundred and sixty-five (465) hours of employment in such a position.

Employees may apply for reimbursement of more than one pair of safety footwear per year within their yearly or bi-annual maximum.

Employees may elect to combine two (2) years' maxima and apply for reimbursement every other fiscal year for one hundred percent (100%) of the cost up to a maximum of two hundred and ten dollars (\$210.00).

Employees who have provided notice of resignation or retirement will not be eligible to apply for reimbursement.

## **ARTICLE 19 UPGRADING COURSES**

- 19.1 It is the intention of the Employer to encourage employees to undertake upgrading courses and self development in order to prepare them for potential promotion.
- 19.2 Employees attending any authorized upgrading courses approved by the Employer shall be compensated for loss of earnings during hours they are necessarily absent from work attending the course. All employees wishing to take part in upgrading courses under this plan, where absence from work may be involved, shall apply to their Supervisor for permission to absent themselves from the job for the purpose of attending these courses. Permission to attend without loss of wages will be at the discretion of the Employer and considering seniority and the appropriateness of the applicable course.



## **ARTICLE 20 COLLECTIVE AGREEMENT PRINTING AND DISTRIBUTION**

- 20.1** It is the objective of the Parties to this Collective Agreement to communicate the terms, conditions, and intent of the Collective Agreement to all concerned. In order to best achieve this objective it is agreed that the Employer will supply a copy of the Collective Agreement to each Supervisor and the Union will supply a copy of the Collective Agreement to each dues paying employee within its jurisdiction.
- 20.2** To achieve economies in printing it is agreed that the Employer and the Union will cooperate in preparing and printing the Collective Agreement and printing costs will be shared on a pro rata basis dependent on the number of Collective Agreements required by each.
- 20.3** The Union agrees to distribute copies of the Collective Agreements to new employees during the orientation sessions. Collective Agreements distributed to new employees shall be supplied by the Union.

## **ARTICLE 21 LABOUR-MANAGEMENT RELATIONS COMMITTEE**

- 21.1** The Employer and the Union agree to cooperate in the establishment and operation of a joint Labour-Management Relations Committee composed of an equal number of representatives of the Employer and its employees and governed by rules and regulations mutually drawn up and agreed upon. The object of this committee shall be to meet at least quarterly:

To provide and facilitate cooperation and participation of workers in bringing forward ways and means of improving economy, efficiency, review the use of University staff versus outside contractors, promoting fuller understanding and confidence between management and labour, and maintaining harmonious mutual relations between them. Matters involving wages, hours of labour, conditions of employment, grievances, and other collective bargaining subjects are not within the scope of the committee and will not be discussed by it.

### **21.2 Technology and Training Committee – Physical Plant**

A committee, comprised of two representatives of the Skilled Trades appointed by the Union and two representatives from Physical Plant appointed by the Director of Physical Plant, shall meet at least quarterly to discuss and make recommendations to the Director of Physical Plant regarding the implementation of new technologies, related training needs resulting from these new technologies and, in addition, any identified training needs related to existing technologies. A copy of the recommendations will be provided to the Union.

## **ARTICLE 22 TRAVEL ALLOWANCES**

- 22.1** When an employee covered by this Collective Agreement is required to travel in the course of work for the Employer the employee will be reimbursed for reasonable costs of accommodation, meals and out-of-pocket expenses.
- 22.2** When an employee is requested to use their personal car for the Employer's business the employee shall be paid a travel allowance in accordance with the University Travel and Business Expense Schedule.
- 22.3** An employee is expected to provide their own transportation to and from the place of work on regular work days and for scheduled overtime work.
- 22.4** In cases of emergency where transportation is not supplied, an employee will be paid travel allowance at the rate provided for in Clause 22.2 for travel from their place of residence to the location of the emergency

work and return.

- 22.5** Travel allowance shall not be paid in any case where hours of overtime are consecutive with an employee's normal shift.
- 22.6** The above allowances shall be paid upon submission of an account thereof, approved by the Employer's official who authorized such use.

## **ARTICLE 23 DISCIPLINE AND DISMISSAL**

- 23.1** Employees shall not be disciplined except as outlined in Clause 23.2 without observance of the following steps:

**(1) Verbal Warning**

The Employer shall:

- i)** give the employee reasonable notice of the meeting, advise that the verbal warning will constitute the first step of the discipline and dismissal procedure and that a Staff Relations Officer will be present; and
- ii)** inform the employee of the entitlement to have a Union representative present at the meeting, and that it is the responsibility of the employee to contact the Union, if desired,
- iii)** meet with the employee for the purpose of discussing and resolving the problem(s),
- iv)** inform the employee of the areas of concern and the remedial action expected.

For the purposes of clarity the content of a Verbal Warning shall be summarized in writing by the Employer.

A Verbal Warning shall be deemed to have expired and the summary removed from the employment file after six (6) months of employment (exclusive of lay-off periods) after the date of issuance, unless in that period of time further disciplinary action has been taken.

**(2) Letter of Warning**

If the problem(s) dealt with in the Verbal Warning is/are not resolved, either in whole or in part, or if a related problem arises after a Verbal Warning has been given then a Letter of Warning specifying the area(s) of concern and remedial action expected will be given to the employee. The process for discussing the Letter of Warning shall be as outlined in Clause 23.1.1 (i) - (iii). If a representative of the union does not attend the meeting, Human Resources will advise the union in writing as soon as possible that a Letter of Warning has been issued to the employee.

When the Letter of Warning is no longer appropriate the employee will be so notified in writing and the letter removed from their file. A copy of the notification is to be sent to Human Resources which will in turn notify the Union in writing that the Letter of Warning has been removed from the employee's file.

If the Letter of Warning has not been removed from the employee's file within three (3) months from the date of its issuance, at the request of the employee or the Employer, the Letter shall be reviewed by the Employer with the employee and every three (3) months thereafter. At this meeting, the employee may have the assistance of a representative of the Union. At any such meeting, the employee will be informed of the status of the Letter of Warning, as to whether it is still applicable or is to be removed from their file.

A Letter of Warning will expire after six (6) months from date of issuance unless, within that time frame, further disciplinary action has been taken or the Employer confirms in writing together with the reasons to the employee that it will be extended beyond the six (6) month period. The period of time that a Letter of Warning may be extended shall not exceed six (6) months. Human Resources will notify the union in writing as soon as possible of the extension of the Letter of Warning.

When the Letter of Warning expires, or the Employer determines that an extension of the Letter is no longer required, the employee will be so notified in writing and the Letter shall be removed from his/her employment file. Human Resources will notify the union in writing that the Letter has been removed.

For the purposes of 23.1(b), the review and expiry dates shall be determined using only those calendar months within which the employee has actually worked.

**(3) Suspension**

If the problem(s) dealt with in the Verbal Warning and/or Letter of Warning is/are not resolved, either in whole or in part, or if a related problem arises while a Letter of Warning is in effect then the employee may be suspended without pay. Any suspension shall be confirmed in writing to the employee in the form of a Letter of Suspension. Normally, the Employer shall meet with the employee to review the content of the Letter of Suspension. An employee may request a meeting to discuss the suspension. If a meeting is held, a representative of the Union will be present. Human Resources will notify the Union in writing as soon as possible of the suspension.

A suspension without pay shall normally be up to three (3) days except when an employee is suspended in accordance with Clause 23.2 in which case the suspension may be for a longer period of time.

The Letter of Suspension under 23.1.3 shall be removed from the employee's file after three (3) years.

**(4) Dismissal**

If the problem(s) dealt with in the Letter of Warning and/or the Letter of Suspension is/are not resolved, either in whole or in part, or if a related problem arises following a suspension, the employee will be dismissed. Any dismissal shall be confirmed in writing to the employee in the form of a Letter of Dismissal which will provide reasons for the dismissal. Normally, the Employer shall meet with the employee to review the content of the Letter of Dismissal. If a meeting is held, a representative of the Union will be present. If the employee does not attend the meeting as scheduled, the employee shall receive written confirmation of the dismissal. Human Resources will notify the union in writing of the dismissal as soon as possible.

**23.2 Unacceptable Behaviour**

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

**23.3 Employee May Grieve Discipline**

If the employee feels that any disciplinary action taken by the Employer is unjust, the employee may grieve in accordance with the grievance procedure as set forth in Article 14.

**23.4 Discipline and Illness**

No employee shall be dismissed for physical or mental illness who is under the care of a doctor and is following the prescribed course of treatment.

### **23.5 Just Cause**

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

## **ARTICLE 24 EMPLOYER'S RIGHTS**

- 24.1** Nothing in this Collective Agreement is intended nor shall it be construed as denying or in any manner limiting 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, lay-off, suspend, discipline, demote, 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.

## **ARTICLE 25 PROTECTION OF PROPERTY AND ESSENTIAL SERVICES**

- 25.1** The Union and the Employer recognize the need to provide protection of personnel and property at all times.
- 25.2** During any work stoppage arising from failure to reach agreement on renewal of this Collective Agreement, employees of the University in this unit and any other units whose duties are essential to the protection of personnel or property shall not be barred from access to the property by the Union, its officials or members.
- 25.3** Such access will be mutually arranged by representatives of the Union and management.
- 25.4** A member of the Union will be given authority by the Union to approve requests by the Employer for staff to meet emergency situations.

## **ARTICLE 26 CONTRACTING OUT**

- 26.1** The Employer agrees that it will continue to follow the principle that work normally performed by employees within the bargaining unit shall continue to be so performed. However, the Union recognizes that the nature of the Employer's operations requires, from time to time, that such work be contracted out. The Employer shall keep the Union informed in writing on a monthly basis of the amount of work, expected duration, start and completion dates, and the location of work that is being contracted out.
- 26.2** Such contracting out, however, shall not be exercised in such a way as to cause the lay off or reduction in the regular earnings (exclusive of overtime pay) of any regular full-time, regular part-time, regular full-time seasonal or regular part-time seasonal employee directly affected by the contracting out.
- 26.3** In the event that work normally performed by employees within the bargaining unit is contracted out by the Employer and there is any regular full-time, regular part-time, regular full-time seasonal or regular part-time seasonal employee(s), on "Lay Off And (subject to) Recall" (as per Clause 12.14 of the Collective Agreement) within the job classification(s), who would otherwise perform the work, the following shall apply:
- (1)** If there is a sufficient number of said employees to perform the required work and the employees are available for work, they will be "recalled" for the same duration of time as the duration of time of the contracted out work.

- (2) If there is not a sufficient number of said employees to perform the required work and/or the employees are not available for work, they will not be "recalled".

## **ARTICLE 27 PREMIUMS - SWING STAGE & SCAFFOLD, SPRAY PAINTING, SANDBLASTING AND BRICKLAYING**

- 27.1 When an employee is assigned work and is required to perform work using a swing stage or work on a scaffold at a height of 3 meters or more, a premium of twenty-five cents (\$0.25) per hour shall be paid to the employee.
- 27.2 When an employee is assigned to work in which the employee is required to perform sandblasting work, a premium of thirty cents (\$0.30) per hour shall be paid to the employee.
- When spraying with epoxy or lacquer the spray painting premium shall be fifty cents (\$0.50) per hour.
- A spray painting premium may be paid in addition to a swing stage and scaffold premium.
- 27.3 When an employee is assigned to work in which the employee is required to perform bricklaying work, a premium of fifty cents (\$0.50) per hour shall be paid to the employee.
- 27.4 Premium rates of pay will not be compounded, i.e. overtime multiples shall not apply to premiums.

## **ARTICLE 28 STAFF BENEFITS**

- 28.1 The present Staff Benefits consisting of the Staff Member Life Insurance Plan, Dependent Life Insurance Plan, Accidental Death and Dismemberment Plan, Extended Life Insurance Plan, Long Term Disability Income Plan, Group Supplementary Health Benefits, Dental Plan and The University of Manitoba Pension Plan, shall continue to cover eligible employees for the duration of this Collective Agreement unless changed by a recommendation of the Staff Benefits Committee, which shall contain representative representation from CAW and approval of the Board of Governors.
- 28.2 **Maintenance of Staff Benefits During Lay Off**
- Employees eligible for Staff Benefits may retain Staff Benefits, in accordance with the respective Benefit Plans, for twelve (12) months following date of lay off.

## **ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM**

### **29.1 UM EAP Coverage**

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

### **29.2 UM EAP Advisory Committee**

The Union shall be entitled to name one (1) representative to the UM EAP Advisory Committee.

## **ARTICLE 30 TECHNOLOGICAL CHANGE**

### **30.1 Notice of Technological Change**

Where technological change will result in the reduction of three (3) or more employees within a job

classification, the Employer will provide the Union with at least ninety (90) calendar days' advance notice of the change.

Such notice shall be in writing and shall contain the following information:

- (1) The nature of the change;
- (2) The approximate date on which the change is to be effected;
- (3) The approximate number of employees likely to be affected by the change.
- (4) The effect that the technological change is likely to have on the terms and conditions, or security, of employment of the employees affected or the alteration that is likely to be made to the basis upon which the collective agreement was negotiated.

### **30.2 Treatment of Employees Affected by Change**

During the notice period referred to in Clause 30.1, the Employer and the Union will meet for the purpose of discussion of the treatment of the employees to be affected by the technological change.

The options the Parties will consider with respect to the treatment of the affected employees shall be as follows:

- (1) Placement in a vacant position;
- (2) Reasonable re-training.

Where the Parties cannot reach agreement on the treatment of the affected employees within the notice period, the matter may be submitted to grievance and arbitration in accordance with Article 14 of the Collective Agreement.

### **30.3 Labour Relations Act Does Not Apply**

The Parties agree that the provisions of Article 30 apply rather than the provisions for "Technological Change" in the Labour Relations Act of Manitoba.

## **ARTICLE 31 EMPLOYMENT EQUITY**

### **31.1 Preamble**

The Employer and the Union 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" (the designated groups).

The Employer and Union also agree 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 CAW bargaining unit, including amendments to the Collective Agreement if necessary and mutually agreed upon between the Parties.

### **31.2 Application For Position Vacancies**

Application for Position Vacancies covered by this Collective Agreement are encouraged from qualified women and men, including aboriginal peoples, persons with disabilities and members of visible minorities

## **ARTICLE 32 NO STRIKES/NO LOCKOUTS**

- 32.1** The Union undertakes that there will be no strike during the term of this Collective Agreement.
- 32.2** The Employer undertakes that there will be no lockout during the term of this Collective Agreement.
- 32.3.1** The definitions of the words "strike" and "lockout", for the purposes of this Collective Agreement, are as defined in the Labour Relations Act of Manitoba.

## **ARTICLE 33 WAGE ADMINISTRATION**

- 33.1** The Employer shall pay a new employee a rate higher than the starting rate for the job based on directly related experience providing the Employer feels that the employee has directly related experience and qualifications for the job. The Employer shall pay the employee the full rate for the job prior to the expiry of the probationary period if the Employer feels that the employee's performance meets the job requirements prior to the expiry of the probationary period. The normal probationary period is the equivalent of a total of sixty (60) full working days.
- 33.2** Where a new employee is hired into a position and it is assumed the employee has specific required skills, the employee will be hired at the starting rate. The Employee will receive full rate after having proven that the employee has the required skills; this can be earlier than sixty (60) working days in accordance with Clause 33.1 but not later than one (1) year from the date of hire. An employee who does not receive the full rate after sixty (60) working days employment will be reviewed every three (3) months until the full rate is achieved. Where an employee is not given an increase at the end of a three (3) month period the employee will receive a copy of the appraisal report and the Union will be informed.
- 33.3** Where a new employee with no previous related experience is hired into a beginning level position the employee will receive the full rate after the probationary period.
- 33.4** Where an existing employee bids on and is accepted to a higher level position which has similar requirements to the employee's old position the employee will receive:
- (1) The starting rate for the job provided that this gives a minimum of three percent (3%) increase.
  - (2) Where the starting rate provides less than a three percent (3%) increase the full rate for the job would be paid.
- 33.5** Where an existing employee bids on and is accepted for a job where the requirements are different from the former position the employee will be paid the starting rate for the position. The employee will receive the full rate for the position after proving that the employee has the skills required. Similarly to Clause 33.2, this can be earlier than sixty (60) working days but not later than one (1) year from date of promotion.
- 33.6** Where a successful applicant to a position is placed on a pay step other than the starting rate the Union will be informed and upon request a representative of Human Resources and the Department concerned will meet with a representative of the Union to discuss the placement.
- 33.7** The time periods in Clauses 33.2 and 33.3 do not apply to the following classifications:
- (1) Controls and Equipment Service Worker
  - (2) Lubrication and Equipment Service Worker.

Incumbents of these classifications will receive an annual review of their placement within the various

classes.

## **ARTICLE 34 ASSIGNMENT AND SCHEDULING OF WORK IN FOOD SERVICES**

Work in Food Service shall be assigned/scheduled in accordance with the following definitions and procedures:

### **34. 1 Definitions:**

#### **34.1.1 Operating Periods in Food Service are defined as follows:**

- (a) Regular Operating Period - September 1 to March 30 (Approximately 7 months)
- (b) Non-Regular Operating Periods (Approximate):
  - @Summer - April 1 to August 31 (Approximately 5 months)
  - @Christmas Break - December 10 to January 2 (Approximately 3 weeks)
  - @Mid-Term Break - February (Approximately 1 week)
- (c) Note: the start dates, end dates and duration of the Food Service Operating Periods are approximate and may vary from year to year.

#### **34.1.2 Employee/Position Definitions - "Regular Full-Time", "Regular Part-Time", "Regular Full-Time Seasonal", "Regular Part-Time Seasonal" and "Casual" - are as defined in Clause 12.1 of the Collective Agreement as follows:**

- (a) Regular Full-time Employee/Position: Is an employee who works in a position which has a regular schedule of not less than the normal full-time hours of work set forth in Schedule "A" (7 3/4 hours per day/38 3/4 hours per week) and which is expected to exist for at least six (6) months and has no specified end date.
- (b) Regular Part-time Employee/Position: Is an employee who works in a position which has a regular schedule of less than the normal full-time hours of work set forth in Schedule "A" (7 3/4 hours per day/38 3/4 hours per week) and which is expected to exist for at least six (6) months and has no specified end date.
- (c) Regular Full-Time Seasonal Employee/Position: Is an employee who works in a position which has a regular schedule of not less than the normal full-time hours of work set forth in Schedule "A" (7 3/4 hours per day/38 3/4 hours per week) and which is expected to exist for at least six (6) months and has no specified end date but is subject to seasonal lay off.
- (d) Regular Part-Time Seasonal Employee/Position: Is an employee who works in a position which has a regular schedule of less than the normal full-time hours of work set forth in Schedule "A" (7 3/4 hours per day/38 3/4 hours per week) and which is expected to exist for at least six (6) months and has no specified end date but is subject to seasonal lay off.
- (e) Casual Employee/Work: Is an employee who works in either full-time or part-time casual work which is not expected to exist for more than six (6) months or who works on a casual or intermittent basis or as required basis.

#### **34.1.3 Eligible for casual work means an employee is either laid off and/or available for such casual work.**

#### **34.1.4 Laid off means the person has been laid off in accordance with Clause 12.14.2(c) or Clause 34.3.2 of the Collective Agreement.**

#### **34.1.5 Available means:**

- (a) The laid off employee, in accordance with Clause 12.13(g) or (h) has indicated, in writing, within five (5) days of receipt of the notice of lay off, that the employee is available for casual



work. If the laid off employee does not comply with this requirement, the employee shall waive the right to be considered for any casual work;

- or -

- (b) The employee is working in Food Service but is working less than full-time hours;

- and -

- (c) The employee's regular work hours would not conflict/overlap with the casual work hours;

- and -

- (d) The combination of the employee's regular work hours and the casual work hours would not exceed full-time hours of work per day (7 3/4 hours) or per bi-weekly pay period (77 1/2 hours).

**34.1.6** Anticipated Long Term Absences in Food Service are defined as when Food Service is aware of the absence at least fifteen (15) calendar days in advance and the duration of the absence will be at least ten (10) days of work (either part or full days), e.g. Maternity/Adoption Leave, Long Term Vacation, Long Term Leave of Absence, Long Term Sick Leave/WCB Leave.

**34.1.7** Short Term Absences in Food Service are defined as any absence where less than fifteen (15) days' advance notice is provided to Food Service or any absence of less than ten (10) days.

**34.2 Procedures - Assignment of Work in Food Service - During Regular Operating Period:**

**34.2.1** The Food Service Regular Operating Period is approximately Sept 1 to March 30.

**34.2.2** Food Service Regular Operating Period - Regular Full-Time Seasonal Positions and Regular Part-Time Seasonal Positions will be filled in accordance with Clause 12.2 of the Collective Agreement.

**34.2.3** Extra Work for Non-Full-Time Employees During Regular Operating Period:

- (a) Any Food Service Employee who works less than full-time hours of work (Regular Part-Time, Regular Part-Time Seasonal or Casual) is eligible to apply for "Anticipated Long Term Absence" Postings.

Note: A Non-Full-Time Employee may work in two (2) or more positions at the same time, provided however that the hours of work of the different positions do not conflict/overlap and/or the combination of the hours of work hours do not exceed the full-time hours of work per day (7 3/4 hours) or per bi-weekly pay period (77 1/2 hours).

- (b) If an Anticipated Long Term Absence occurs and if Food Service requires the Absence to be filled, the vacancy will be posted internally to Food Service (only) on Food Service Staff Bulletin Boards for two (2) days (excluding Saturdays, Sundays and holidays) (the 1st vacancy).
- (c) If an Anticipated Long Term Absence is filled by a Regular Part-Time Employee or Regular Part-Time Seasonal Employee, the vacancy created as a result, if Food Service requires the vacancy to be filled, will also be posted internally to Food Service (only) on Food Service Staff Bulletin Boards for two (2) days (excluding Saturdays, Sundays and holidays) (the 2nd vacancy).
- (d) Application for a Food Service Internal Posting must be made on a Food Service "Application For Internal Posting" Form available from any Food Service Office and completed Applications must be submitted to the Office of the Director of Food Service by 3:00 P.M. of the expiry date on the Internal Posting.
- (e) Preference for the Internal Posting work will be given to senior employees for available work provided that they meet the basic qualifications for the work to be performed.
- (f) The successful applicant for an Internal Posting will be informed by Food Service, within three (3) days (excluding Saturdays, Sundays and holidays) of the expiry date of the Posting, of the

start date in the Internal Posting vacancy.

- (g) During the period of time an Anticipated Long Term Absence (1st vacancy) or subsequent vacancy (2nd vacancy) is being internally posted and filled, the (1st and 2nd) vacancy may be filled by a Casual Employee.
- (h) When the term of the Internal Posting is completed, the employee who was selected for the Internal Posting shall return to the former position or to lay off status whichever is applicable.
- (i) Any 3rd and subsequent vacancies created by the "internal postings" will be filled with Casual Employees.
- (j) Short Term Absences will be filled with Casual Employees.

**34.2.4** Casual work during the Food Service Regular Operating Period will be assigned to employees who are eligible and available for casual work in accordance with Clauses 34.1.2.(e), 34.1.4, 34.1.5, 34.1.6 of this Article.

Preference for the work will be given to senior employees for available casual work provided that they are qualified to perform the casual work to be performed in a safe, competent and productive manner.

**34.2.5** The procedures for displacing Students who are working in Food Service during the Regular Operating Period are as per Clause 12.13.2 of the Collective Agreement, and as provided following:

Where an employee wishes to displace a student employee on the schedule, the employee will be allowed to do so providing that the employee displaces the student for a minimum of a complete shift within the student's scheduled work assignment.

**34.3 Procedures - Scheduling of Work in Food Service - During Non-Regular Operating Periods:**

**34.3.1** Non-Regular Operating Periods are the "Summer", "Christmas Break" and "Mid-Term Break" Periods.

**34.3.2** Employees will be provided with notice of seasonal lay off by a written notice which is posted on all Food Service Staff Bulletin Boards fifteen (15) days (excluding Saturdays, Sundays and holidays) prior to the commencement of the Non-Regular Operating Periods.

**34.3.3** Employees who wish to work in casual work in Food Service during a Non-Regular Operating Period, in accordance with Clause 12.13 of the Collective Agreement, must indicate their availability for such work by completing an "Available for Work/Not Available for Work" Form and submitting the "Form" to the Office of the Director of Food Service within five (5) working days of the notice of lay off.

**34.3.4** Employees, who at any time have indicated that they are not available for work or have not submitted an "Available for Work/Not Available for Work" Form, in accordance with Clause 34.3.3, may later apply for casual work in Food Service during a Non-Regular Operating Period by completing an "Available for Work/Not Available for Work" Form and submitting the "Form" to the Office of the Director of Food Service at least ten (10) calendar days prior to the date on which they first wish to be scheduled for such work. Employees so applying must be available for work for at least seven (7) consecutive calendar days.

**34.3.5** Employees who are to be laid off may obtain a copy of the "Form" from any Food Service Office.

**34.3.6** Employees who do not complete and submit such Form, within five (5) working days of the notice of lay off, will not be considered available for said casual work.

**34.3.7** The scheduling of anticipated casual work for all Food Service outlets during Non-Regular Operating Periods will be scheduled by the Director of Food Service or designate.

**34.3.8** Non-Regular Operating Period casual work will be scheduled in advance of the casual work and for a one (1) week period - Sunday through Saturday.

**34.3.9** Employees who have indicated that they are available for work will be placed on the Work Schedule.

It will be the responsibility of the employee to either personally check the posted Schedule or telephone the Central Food Service Scheduling Office to determine if they have been placed on the Schedule.

All vacation/time off requests must be submitted in writing to the Central Food Service Scheduling Office by the Monday 3:00 PM prior to the commencement of scheduling as provided for in Clause 34.3.10.

**34.3.10** The weekly "Master Bumping and Final schedules" will be posted in the central Food Service Scheduling Office.

The "Bumping" schedule will be posted by 10:00 A.M. on Wednesday of each week for the work being scheduled for the following week.

The "Bumping" schedule, once posted, will become "Final" at 10:00 A.M. of Thursday prior to the week of the implementation of the schedule.

The Final schedule may not be changed without notice except for emergencies beyond the control of the department. All conditions set forth in Article 6 Hours of Work shall apply.

The "Final" schedule will be posted in the Central Food Service Scheduling Office and in all open Food Service facilities.

**34.3.11** Where an employee's scheduled assignment requires that the employee perform the same work assignment for two (2) or more days within the Schedule Period, the employee must be available for every day of the work assignment except as provided below:

An employee may request an occasional unpaid leave of one (1) day in a scheduled week without loss of any remaining scheduled hours in the same scheduled week. Reasons for the request will be provided in writing to the scheduling Manager. The employee's request will not be unreasonably denied.

**34.3.12** Preference in scheduling, for available work during Non-Regular Operating Periods, will be given to senior employees provided that they meet the basic qualifications for the work to be performed.

**34.3.13** Casual work that becomes available subsequent to 10:00 A.M. of the Thursday prior to the Schedule Work Week by reason of unanticipated work "no shows", sickness etc. will be filled by other available employees "eligible" and "available" for casual work in accordance with Clauses 34.1.2.(e), 34.1.4, 34.1.5, 34.1.6 of this Article.

**34.3.14** Employees who are scheduled for work and are "No Show" for the work as scheduled or who are "Not-Available" after indicating "Available" without a reason acceptable to Food Service may be subject to "Removal from the Available List" and/or the "AWOL" provisions of Clause 15.7 and/or "Discipline" as per Article 23 of the Collective Agreement.

## **ARTICLE 35 DURATION, TERMINATION AND RENEWAL OF COLLECTIVE AGREEMENT**

### **35.1 Duration**

This Collective Agreement shall be in effect from the 20th day of October 2007 and shall continue in force until the 1<sup>st</sup> day of October, 2010.

### **35.2 Wages**

The wages in this Collective Agreement shall be in accordance with the Addendum to the (2007/2010)

Collective Agreement Re: Wages and Increases.

**35.3 Termination Date**

This Collective Agreement shall terminate at the end of the calendar day on the 1<sup>st</sup> day of October, 2010.

**35.4 Renewal**

If either Party to this Collective Agreement should desire to renew and revise this Collective Agreement, then not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the termination date established in Clause 35.3, such Party shall give written notice thereof to the other Party, together with particulars relating thereto.

**35.5 Post-Termination Date Period**

If either Party to this Collective Agreement serves notice to the other Party to renew and revise the Collective Agreement in accordance with Clause 35.4 but a new Collective Agreement is not concluded between the Parties by the termination date of this Collective Agreement, October 1<sup>st</sup>, 2010, 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 October 1<sup>st</sup>, 2010 and ending September 30, 2011 elapses.

**ADDENDUM TO THE OCTOBER 19, 2007 - OCTOBER 1, 2010 (2007-2010)  
COLLECTIVE AGREEMENT BETWEEN THE UNIVERSITY OF MANITOBA  
AND THE CANADIAN AUTO WORKERS (CAW) LOCAL 3007**

**RE: WAGES AND INCREASES**

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**Wages 2007- 2010**

Wage Rates - Increases applicable to all wage rates in the 2007- 2010 Collective Agreement shall be as follows:

**For Schedule “A” – General Classifications and Food Services Classifications**

**2007** - Effective October 20, 2007 and for the period October 20, 2007 to October 3, 2008, the wages of all classifications shall be increased by two point five percent (2.5%) over the October 5, 2007 wage levels (as set out in the 2004-07 UM-CAW Collective Agreement).

**2008/2009** - Effective October 4, 2008 and for the period October 4, 2008 to October 2, 2009 the wages of all classifications shall be increased by two point five percent (2.5%) over the October 3, 2008 wage levels.

**2009/2010** - Effective October 3, 2009 and for the period October 3, 2009 to October 1, 2010, the wages of all classifications shall be increased by two point nine percent (2.9%) over the October 2, 2009 wage levels.

**For Schedule “A” – Trades Classifications and Senior Trades Classifications**

**2007** – There were specific adjustments negotiated to the rates of pay for each Trades classification, all of which are effective October 20, 2007. The specific classification adjustments are reflected in the agreed-upon Schedules for these classifications. The Senior Trades differential is maintained.

**2008/2009** - There were specific adjustments negotiated to the rates of pay for each Trades classification, all of which are effective October 4, 2008. The specific classification adjustments are reflected in the agreed-upon Schedules for these classifications. The Senior Trades differential is maintained.

**2009/2010** - There were specific adjustments negotiated to the rates of pay for each Trades classification, all of which are effective October 3, 2009. The specific classification adjustments are reflected in the agreed-upon Schedules for these classifications. The Senior Trades differential is maintained.

**For Schedule “B” – Power Engineers Classifications**

**2007** – There were specific adjustments negotiated to the rates of pay for certain classifications, all of which are effective October 20, 2007. The specific classification adjustments are reflected in the agreed-upon Schedules for these classifications.

**2008/2009** - Effective October 4, 2008 and for the period October 4, 2008 to October 2, 2009 the wages of all classifications shall be increased by two point five percent (2.5%) over the October 3, 2008 wage levels.

**2009/2010** - Effective October 3, 2009 and for the period October 3, 2009 to October 1, 2010, the wages of all classifications shall be increased by two point nine percent (2.9%) over the October 2, 2009 wage levels.

**The wages rates for the all classifications are set out in the Collective Agreement.**

2007-2010 UM-CAW COLLECTIVE AGREEMENT - SIGNING PAGE

SIGNED BY THE EMPLOYER/THE UNIVERSITY OF MANITOBA

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

SIGNED BY THE UNION/CAW-CANADA LOCAL 3007

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

FOR THE UNIVERSITY OF MANITOBA

\_\_\_\_\_  
Mr. Terry Sargeant, Chair  
UM Board of Governors

\_\_\_\_\_  
Mrs. Deborah McCallum  
Vice-President (Administration)  
UM Office of the President

FOR THE CAW, LOCAL 3007  
NEGOTIATING COMMITTEE

\_\_\_\_\_  
Mr. Frank Wright, Chairperson,  
CAW Local 3007 Negotiating Committee

\_\_\_\_\_  
Mr. Brian Kelly, President,  
CAW Local 3007

\_\_\_\_\_  
Mr. Ron Thomson

\_\_\_\_\_  
Ms. April Vivanco

\_\_\_\_\_  
Ms Rhona Bousquet

\_\_\_\_\_  
Ms Rochelle Mayer

\_\_\_\_\_  
Mr. Gary Townson

\_\_\_\_\_  
Mr. Cam Bakker

\_\_\_\_\_  
Mr. Tom Murphy  
National Representative - CAW

**SCHEDULE "A" – GENERAL CLASSIFICATIONS AND WAGES**

<b><u>CLASSIFICATION</u></b>		<b><u>10/20/2007</u></b>	<b><u>10/04/2008</u></b>	<b><u>10/03/2009</u></b>
Senior Caretaker	Full	\$18.77	\$19.24	\$19.80
Caretaker	New	\$16.16	\$16.56	\$17.04
	Full	\$17.14	\$17.57	\$18.08
Utility Caretaker	New	\$16.32	\$16.73	\$17.21
	Full	\$17.22	\$17.65	\$18.16
Caretaking Equipment Service Worker	New	\$17.41	\$17.85	\$18.36
	Full	\$18.69	\$19.16	\$19.71
Icemaker – Caretaker	New	\$17.41	\$17.85	\$18.36
	Full	\$18.39	\$18.85	\$19.40
Special Functions Caretaker	New	\$16.44	\$16.85	\$17.34
	Full	\$17.34	\$17.77	\$18.29
Pool Attendant	New	\$16.70	\$17.12	\$17.61
	Full	\$17.65	\$18.09	\$18.62
Pool Attendant – Certified	Full	\$18.15	\$18.59	\$19.12
Building Security Guard	New	\$14.97	\$15.34	\$15.79
	Full	\$15.67	\$16.06	\$16.53
Senior Residence Security Guard	New	\$15.91	\$16.31	\$16.78
	1 year	\$16.63	\$17.05	\$17.54
	2 years		\$17.37	\$17.80
	3 years		\$18.15	\$18.60
				\$19.14
Cleaner – Washroom Attendant	New	\$14.04	\$14.39	\$14.81
	Full	\$14.78	\$15.15	\$15.59
Labourer	New	\$13.07	\$13.40	\$13.79
	Full	\$13.85	\$14.20	\$14.61
Garbage Truck Driver	Full	\$19.07	\$19.55	\$20.11
Truck Driver	New	\$17.41	\$17.85	\$18.36
	Full	\$18.39	\$18.85	\$19.40
Truck Driver Helper	Full	\$17.65	\$18.09	\$18.62
Truck Driver Downtown	New	\$17.56	\$18.00	\$18.51
	Full	\$18.54	\$19.00	\$19.55

**SCHEDULE "A" – GENERAL CLASSIFICATIONS AND WAGES**

<b><u>CLASSIFICATION</u></b>		<b><u>10/20/2007</u></b>	<b><u>10/04/2008</u></b>	<b><u>10/03/2009</u></b>
Tractor Operator 1	New	\$17.41	\$17.85	\$18.36
	Full	\$18.50	\$18.96	\$19.51
Tractor Operator 2	New	\$18.07	\$18.52	\$19.06
	Full	\$19.19	\$19.67	\$20.24
Senior Labour Groundskeeper	Full	\$20.40	\$20.91	\$21.52
Labour Groundskeeper	New	\$16.48	\$16.89	\$17.38
	Full	\$17.41	\$17.85	\$18.36
Groundskeeper	New	\$17.41	\$17.85	\$18.36
	Full	\$18.39	\$18.85	\$19.40
Groundskeeper Helper	New	\$12.46	\$12.77	\$13.14
	Full	\$13.21	\$13.54	\$13.93
Arborist	New	\$18.45	\$18.91	\$19.46
	Full	\$19.57	\$20.06	\$20.64
Parking & Fire Equipment Worker	New	\$18.07	\$18.52	\$19.06
	Full	\$19.19	\$19.67	\$20.24
Housekeeper	New	\$14.75	\$15.12	\$15.56
	Full	\$15.50	\$15.89	\$16.35
Controls & Equipment Service Worker	Class 1	\$20.22	\$20.73	\$21.33
	Class 2	\$20.88	\$21.40	\$22.02
	Class 3	\$22.06	\$22.61	\$23.27
Lubrication & Equipment Service Worker	Class1	\$19.36	\$19.84	\$20.42
	Class 2	\$20.22	\$20.73	\$21.33
	Class 3	\$20.88	\$21.40	\$22.02
	Class 4	\$21.69	\$22.23	\$22.88



**SCHEDULE "A" – TRADES CLASSIFICATIONS AND WAGES**

<b><u>CLASSIFICATION</u></b>		<b><u>10/20/2007</u></b>	<b><u>10/04/2008</u></b>	<b><u>10/03/2009</u></b>
Elevator Mechanic		\$32.41	\$34.64	\$35.69
Controls Mechanic/Electronic Controls Technician		\$29.74	\$30.92	\$32.16
Refrigeration/Air Conditioning Mechanic		\$28.78	\$29.50	\$30.36
Plumber/Steamfitter		\$28.50	\$29.71	\$31.00
Welder		\$28.50	\$29.71	\$31.00
Electrician		\$28.66	\$29.75	\$30.99
Industrial Mechanic Class A		\$28.00	\$28.98	\$30.03
Industrial Mechanic Class B		\$26.41	\$27.34	\$28.33
Carpenter/Cabinet Maker		\$24.74	\$25.37	\$26.32
Plasterer/Tile Setter		\$23.90	\$24.86	\$25.86
Insulator		\$23.13	\$23.93	\$25.07
Painter		\$22.21	\$22.77	\$23.76
Automotive Mechanic	New	\$22.55	\$23.45	\$24.40
	Full	\$23.95	\$24.91	\$25.91
Senior Automotive Mechanic Full		\$25.11	\$26.12	\$27.16
Locksmith	New	\$22.84	\$23.76	\$24.71
	Full	\$24.13	\$25.10	\$26.11
Senior Locksmith		\$25.62	\$26.65	\$27.72

**SCHEDULE "A" – SENIOR TRADES CLASSIFICATIONS AND WAGES**  
**107% OF UM TRADES RATES**

<b><u>CLASSIFICATION</u></b>	<b><u>10/20/2007</u></b>	<b><u>10/04/2008</u></b>	<b><u>10/03/2009</u></b>
Senior Elevator Mechanic	\$34.68	\$37.06	\$38.19
Senior Controls Mechanic/ Electronic Controls Technician	\$31.82	\$33.08	\$34.41
Senior Refrigeration/Air Conditioning Mechanic	\$30.79	\$31.57	\$32.49
Senior Plumber/Steamfitter	\$30.50	\$31.79	\$33.17
Senior Electrician	\$30.67	\$31.83	\$33.16
Senior Industrial Mechanic Class A	\$29.96	\$31.01	\$32.13
Senior Industrial Mechanic Class B	\$28.26	\$29.25	\$30.31
Senior Carpenter/Cabinet Maker	\$26.47	\$27.15	\$28.16

**SCHEDULE "B" – POWER ENGINEERS CLASSIFICATIONS AND WAGES**

<b><u>CLASSIFICATION</u></b>	<b><u>TICKET</u></b>	<b><u>10/20/2007</u></b>	<b><u>10/04/2008</u></b>	<b><u>10/03/2009</u></b>
Maintenance Engineer/ Relief Charge	2 <sup>nd</sup> req.	\$30.86	\$31.63	\$32.55
	1 <sup>st</sup> opt.	\$32.40	\$33.21	\$34.18
Shift Charge Engineer	2 <sup>nd</sup> req.	\$30.28	\$31.04	\$31.94
	1 <sup>st</sup> opt.	\$31.79	\$32.59	\$33.53
Swing Shift Engineer	2 <sup>nd</sup> req.	\$29.52	\$30.26	\$31.14
	1 <sup>st</sup> opt.	\$31.00	\$31.77	\$32.70
Water Treatment Technician	3 <sup>rd</sup> req.	\$27.25	\$27.93	\$28.74
	2 <sup>nd</sup> opt.	\$28.61	\$29.33	\$30.18
Assistant Engineer 3 <sup>rd</sup>	3 <sup>rd</sup> req.	\$27.25	\$27.93	\$28.74
	2 <sup>nd</sup> opt.	\$28.61	\$29.33	\$30.18
Assistant Engineer 4 <sup>th</sup>	4 <sup>th</sup> req.	\$24.22	\$24.83	\$25.55
Physical Plant Engineer (Bannatyne Campus)	4 <sup>th</sup> req.	\$24.22	\$24.83	\$25.55
	3 <sup>rd</sup> opt.	\$25.44	\$26.07	\$26.83
	5 <sup>th</sup> held	\$22.71	\$23.28	\$23.95

NOTE: Optional rate is one hundred and five percent (105%) of the required rate.

**SCHEDULE "A" – FOOD SERVICES CLASSIFICATIONS AND WAGES**

<b><u>CLASSIFICATION</u></b>		<b><u>10/20/2007</u></b>	<b><u>10/04/2008</u></b>	<b><u>10/03/2009</u></b>
Food Services Utility Worker	New	\$11.22	\$11.50	\$11.83
	Full	\$12.03	\$12.33	\$12.69
	Incumbent	\$13.38	\$13.71	\$14.11
Food Services Worker	New	\$12.18	\$12.48	\$12.85
	Full	\$12.90	\$13.22	\$13.61
	Incumbent	\$14.23	\$14.59	\$15.01
Section Head	New	\$14.84	\$15.21	\$15.65
	Full	\$15.43	\$15.82	\$16.27
Food Services Cook  (Former Baker, Cook 2)	New	\$13.70	\$14.04	\$14.45
	Full	\$14.30	\$14.66	\$15.08
	Incumb #1	\$16.21	\$16.62	\$17.10
	Incumb #2	\$17.66	\$18.10	\$18.63
Food Services Distributor	New	\$18.28	\$18.74	\$19.28
	Full	\$19.09	\$19.57	\$20.13
Food Services Lead Hand	New	\$20.21	\$20.72	\$21.32
	Full	\$21.03	\$21.56	\$22.18

**LETTER OF UNDERSTANDING**

**MARCH 1984  
BETWEEN:  
THE UNIVERSITY OF MANITOBA**

**- and -**

**THE CANADIAN AUTO WORKERS, LOCAL 3007**

**RE: TWELVE (12) HOUR SHIFTS FOR POWER ENGINEERS ON SHIFT  
FORT GARRY AND BANNATYNE CAMPUS**

---

The following covers Power Engineers on Shift at the Fort Garry Campus and the Bannatyne Campus.

It is agreed that the Parties to this letter shall undertake to implement a compressed work week consisting of twelve (12) hour shifts. All shift employees shall participate in the compressed work week.

The terms and conditions outlined herein shall apply for those employees who are participating in the compressed work week schedule.

**HOURS OF WORK AND SHIFTS**

- (a) The hours of the twenty-four (24) hour day/period shall be 7:30 p.m. to 7:30 p.m.
- (b) The calendar day a shift ends shall be deemed to be the day of the shift.

**COMPRESSED WORK WEEK/SHIFTS**

The compressed work week shifts shall be:

- (a) 7:30 AM to 7:30 PM for which regular salaries shall apply, plus contract shift premium for the hours 3:30 PM to 7:30 PM.
- (c) 7:30 PM to 7:30 AM for which regular salaries shall apply, plus contract shift premium for all hours worked in this shift.

**SICK LEAVE**

A day's sick leave shall be deemed to be seven and three-quarters (7 3/4) hours.

**OVERTIME**

All time worked in excess of the hours of work as outlined in this Letter shall be paid for at the rates outlined in Article 7.

The base relief schedule provides for seven and three quarter (7.75) hours Monday through Friday. Any Engineer who for relief purposes works a twelve (12) hour shift(s), will be paid at applicable overtime rates for all hours worked in excess of forty-eight (48) hours in a one week period or one hundred-sixty eight (168) hours in a four (4) week period. A week shall be deemed to start and end on Saturday at 7:30 p.m.

Where a relief employee is required to work more hours than provided for in the base schedule, and is not compensated

by the payment of overtime as indicated above, the employee will be granted a corresponding number of hours to compensate for the additional hours. The hours off are to be taken at a mutually agreed time, or within ninety (90) calendar days as assigned by the Employer.

**The majority of Engineers at the Ft Garry and Bannatyne campus are normally scheduled to work an average of 39 hours per week. This is 15 minutes more than the 38 and  $\frac{3}{4}$  hours for which they are paid. As a result, if worked, this 15 minutes will be paid off as overtime on a bi-weekly basis. Otherwise excess hours in excess of the 39 hours, will be treated under paragraphs 2 and 3 under Overtime above.**

An Engineer doing relief work will not be required to work more consecutive twelve (12) hour shifts than is permitted in the twelve (12) hour shift schedule, unless mutually agreed upon.

Where an Engineer has worked five (5) consecutive 7.75 hour days, the 6<sup>th</sup> day will be considered a day of rest and applicable overtime rates will apply. The 6<sup>th</sup> and the 7<sup>th</sup> day of the week may be exchanged if mutually agreed upon, thus making the 7<sup>th</sup> day the designated day of rest.

A statutory holiday under this Letter shall be deemed to be seven and three-quarters (7  $\frac{3}{4}$ ) hours.

In order that overtime costs with respect to statutory holidays do not increase as a result of the compressed work week the Parties agree to the following:

- (a) An employee who works overtime on a statutory holiday shall receive (3 x 12) = 36 hours pay.
- (b) An employee who does not work on a statutory holiday and who does not receive another day off in lieu of that holiday shall receive 8 hours pay.

### **Meals**

The University shall not pay for meals under this provision to those employees working a twelve hour shift.

### **VACATIONS WITH PAY**

A working day under Article 10 shall be deemed to be seven and three-quarters (7  $\frac{3}{4}$ ) hours.

Any additional hours accumulated by shift personnel as a result of scheduling a compressed work week shall be given as time off or paid for at straight time rates.

### **OPERATING COSTS AND SERVICES PROVIDED**

It is the intent of the Parties that the Employer's operating costs should not increase as a direct result of the implementation of the compressed work week. The Parties further agree that the services provided by the Department should not be hampered by the implementation of the compressed work week. Should a problem arise with respect to increased operating costs or services being hampered the Parties shall meet to seek a solution.

### **TERMINATION/CONSULTATION/NOTICE**

Both Parties hereby agree before any notice is given to terminate or change any terms or conditions of the compressed work week both Parties shall meet in joint consultation in an attempt to effect a settlement.

Either Party to this Letter may, upon having given ninety (90) calendar days' written notice to the other Party, terminate the terms and conditions of this Letter. In this event hours of work shall revert to the standard work week.

**LETTER OF UNDERSTANDING**

**1980/81**

**BETWEEN:**

**THE UNIVERSITY OF MANITOBA**

**- and -**

**THE CANADIAN AUTO WORKERS, LOCAL 3007**

**RE: CLASSIFICATION OF UTILITY CARETAKER**

---

This Letter of Understanding was entered into between the University of Manitoba and the Union during collective bargaining in 1980/81.

The University of Manitoba hereby agrees that should there be any change of job duties and/or job responsibilities in the future with respect to the above mentioned classification, the University will inform the CAW in writing of same and subsequently meet forthwith to discuss and negotiate a wage adjustment. The negotiated increase shall be subject to the mutual agreement of both Parties.

**RE: EXCLUDED PERSONS  
PERFORMING WORK OF THE BARGAINING UNIT IN FOOD SERVICE**

**RE: TRANSPORTATION**

70



**LETTER OF UNDERSTANDING  
FEBRUARY 1997  
BETWEEN:  
THE UNIVERSITY OF MANITOBA  
- and -  
THE CANADIAN AUTO WORKERS, LOCAL 3007**

**RE: STUDENT EMPLOYMENT**

---

This Letter of Understanding was entered into between the University of Manitoba (UM) (University) and the Canadian Auto Workers (CAW) Local 3007 (Union) during collective bargaining in 1996/97 for the 1996-98 UM-CAW Collective Agreement.

1. The University acknowledges that the intent of Clause 12.13.2 of the Collective Agreement, "Work Being Performed by Students", is to protect bargaining unit work and thereby the job security of the bargaining unit;
2. At the same time, the Union acknowledges that the Employer of the bargaining unit is a University and therefore that students are essential, fundamental, integral and important members of the University community;
3. The Union also acknowledges that employment is an important priority for students in today's society;
4. Therefore the University and the Union will maintain ongoing consultation on this matter and make every reasonable effort to cooperate in facilitating employment opportunities for students; and
5. The University and the Union will enter into discussions with the Faculty of Agriculture with respect to facilitating employment opportunities for two students to perform work around Faculty of Agriculture buildings during the summer months.

The details of the arrangement and work to be performed will be concluded by the Parties and set out in a formal agreement.

**LETTER OF UNDERSTANDING  
OCTOBER 1992  
BETWEEN:  
THE UNIVERSITY OF MANITOBA  
- and -  
THE CANADIAN AUTO WORKERS, LOCAL 3007**

**RE: SAFETY AND HEALTH**

---

This Letter of Understanding was entered into between the University of Manitoba (UM) (University) and the Canadian Auto Workers (CAW) Local 3007 (Union) during collective bargaining in 1992 for the 1994-96 UM-CAW Collective Agreement.

The University of Manitoba, in accordance with section 4 (1) of the "Workplace Safety And Health Act of Manitoba", hereby recognizes that the University, as an Employer, has a responsibility to:

- (a) "Ensure, so far as is reasonably practicable, the safety, health and welfare at work of all his workers; and
- (d) "Comply with this Act and regulations.

**LETTER OF UNDERSTANDING**

**September 2007**

**BETWEEN:**

**THE UNIVERSITY OF MANITOBA**

**- AND -**

**THE CANADIAN AUTO WORKERS LOCAL 3007**

**RE: THE ESTABLISHMENT OF AN APPRENTICESHIP TRAINING PROGRAM**

This Letter of Understanding was entered into between the UM and the CAW during collective bargaining for the 2004-2007 UM CAW Collective Agreement.

The University of Manitoba and CAW are committed to establishing an Apprenticeship Program in accordance with the Manitoba Education, Training and Youth Department and in accordance with the Apprenticeship and Trades Qualification Act.

The Parties hereby agree to establish a joint committee to develop policies, regulations and guidelines for an Apprenticeship Training Program in the Physical Plant Department.

The joint committee will be established following the conclusion of 2004 bargaining and will be comprised of three (3) representatives of each Party. The committee will consult with the Branch Officer of the Manitoba Education, Training and Youth Department in order to develop an apprenticeship training program.

The committee will submit a comprehensive framework with recommendations to the Director, Physical Plant by **October 1, 2008. The Committee will meet at least monthly until October 1, 2008 and the Committee will make best efforts to complete the report prior to October 1, 2008.**

The committee will also make recommendations on any modifications to the current Collective Agreement as a result of the proposed implementation of the Apprenticeship Training Program recommendations. These recommendations shall be forwarded to the Executive Director of Human Resources.

**January 8, 1993**

**Mr. Dale Paterson  
Area Representative  
CAW Canada  
8-1313 Border Street  
Winnipeg, Manitoba  
R3H 0X4**

**Dear Mr. Paterson,**

**RE: TEMPORARY RELOCATION OF UTILITY CARETAKERS**

The matter of the temporary relocation of Utility Caretakers (eg. from one building to another) was raised as a concern by the CAW in collective bargaining between the University of Manitoba (UM) and the CAW Local 3007 for the renewal of the current (1989-92) Collective Agreement between the Parties.

In response, this will confirm that it is the intent of the University to continue the present (October 1992) practice in this regard.

In addition, following the signing of the (new) (1992-94) Collective Agreement, upon request of the Union, the University and the Union will meet to clarify what constitutes the University's present practice in this regard.

This letter will be contained in the back of the UM-CAW Collective Agreement booklet.

**Yours truly,**

**Lloyd Schreyer  
Assistant Director**

October 19, 2007

Mr. Brian Kelly  
President  
CAW Local 3007  
70 Dysart Road  
St. Paul's College

Dear Mr. Kelly:

**Re: Proposed Letter of Intent – Health Care Spending Account**

---

In response to concerns raised by CAW during the current collective bargaining process the University is committed to tabling with the Staff Benefits Committee a proposal to increase the Health Care Spending Account for all eligible University employees from \$378 to \$450 effective the first of the month following Board of Governors approval of a recommendation from the Staff Benefits Committee.

In addition the proposal for the Staff Benefits Committee would be to increase the Health Care Spending Account from \$450 to \$500 effective April 1, 2008. Again this increase would require a recommendation from the Staff Benefits Committee and the approval of the Board of Governors.

Sincerely:

Mr. Terry Voss  
Executive Director of Human Resources

cc: T Murphy

October 19, 2007

Mr. Brian Kelly  
President  
CAW Local 3007  
70 Dysart Road  
St. Paul's College

Dear Mr. Kelly:

**Re: Proposed Letter of Intent – Training Programs for CAW Members**

---

In response to concerns raised by CAW during the current collective bargaining process with respect to opportunities for CAW members to receive training for potential job promotions, the University will work with representatives of CAW to review potential training opportunities which could be made available to interested CAW members. The goal of the review would be to obtain input on the types of sessions that could be offered. These sessions would involve the safe use of equipment and the appropriate processes involved in positions for which participating employees may wish to be considered at some time in the future. Employees who are receiving this type of training will do so on their own time. This is not intended to change the current practice of paying employees during cross training opportunities within Food Services.

The review of potential training opportunities will commence as soon as possible after the signing of the collective agreement.

Sincerely,

Terry Voss  
Executive Director of Human Resources

cc: T. Murphy

October 19, 2007

Mr. Brian Kelly  
President  
CAW Local 3007  
70 Dysart Road  
St. Paul's College

Dear Mr. Kelly:

**Re: Proposed Letter of Intent – Promotion Workshops for CAW Members**

---

In response to concerns raised by CAW during the current collective bargaining process with respect to issues about internal promotions, the University is committed to the development of jointly sponsored workshops for CAW Members on the job postings, job requirements, preparation of job application forms, preparing for the interview process and understanding the job selection criteria.

The intent of the workshops is to better prepare CAW members for the job vacancy selection process so that they may be given the appropriate consideration for such vacancies and to enhance their opportunities for success in applications for promotion.

The planning of these workshops will include the Union and the representatives from the Learning and Development Services unit of Human Resources. Planning shall commence as soon as possible after the signing of the collective agreement.

Sincerely,

Terry Voss  
Executive Director of Human Resources

cc: T. Murphy

**LETTER OF UNDERSTANDING**

**October 2007**

**BETWEEN:**

**THE UNIVERSITY OF MANITOBA**

**- AND -**

**THE CANADIAN AUTO WORKERS LOCAL 3007**

**RE: DISCUSSIONS REGARDING MODIFIED DUTIES AND SICK LEAVE**

This Letter of Understanding was entered into between the UM and the CAW during collective bargaining for the 2007-2010 UM - CAW Collective Agreement.

The Union has expressed concern regarding provisions of Clause 8.2 of the Collective Agreement, in which employees returning to work on “modified hours” and/or “modified duties depending on the severity of the modifications” are considered to be on sick leave. As a result the University is prepared to meet with representatives of the Union to discuss individual cases of modified hours and/or modified duties when concerns are raised to identify any concerns about the application of the provisions regarding modified hours and modified duties. The goal of the discussions is to promote understanding of the principles and a fair application of these principles in practice.