

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

SEPTEMBER 28, 1998 - SEPTEMBER 30, 2001

This Collective Agreement is printed by YOUR Union for your benefit, so please study it carefully. Keep a copy of this contract available at all times. If any questions arise, please bring them to your next general Union Meeting. In case of emergency, phone the Union at 474-6900. Make your Union work by remembering the following points:

1. YOU are the Union.
2. YOU can keep YOUR Union strong by participating in as many meetings as possible.
3. Support YOUR Union Executive and other Committees.
4. YOUR Union is a means of establishing and maintaining satisfactory wages and working conditions.
5. Know YOUR rights.
6. All Union Meetings shall be posted on your Local Bulletin Board. Please attend.

NEGOTIATING COMMITTEES
1998-2001 UM-CAW COLLECTIVE AGREEMENT

FOR THE UNIVERSITY OF MANITOBA

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ARTICLE 1. PURPOSE AND SAVINGS CLAUSE

1.1 Purpose

The purpose of this Collective Agreement 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 thereunder, 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) thereunder, 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.

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.

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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. The Employer shall also advise the Union in writing as to the rate of pay for the new or revised classification.

The Employer and the Union shall review the rate of pay for the new or revised classification if the Union so requests. If the Employer and the Union are unable to agree upon the rate of pay for the new or revised classification, the matter of the rate of pay may be referred to arbitration in accordance with Clause 14.10 of the Collective Agreement.

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

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 relative to the work area will be posted on bulletin boards.

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, he or she 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 he/she 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 or weekly 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 commence from the pay period immediately following the completion of twenty (20) working days 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.

ARTICLE 5. REPRESENTATIVES, COMMITTEES AND MEETINGS

5.1 Union Representatives

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. Such lists will be supplied in the month of July.

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 will normally be given, provided that the Supervisor is satisfied that there will not be an unreasonable disruption of the work.

Where it is necessary for an employee to leave his/her work site to perform his/her Union duties he/she shall first receive approval from his/her Supervisor. 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, on presentation of his/her credentials, be permitted admittance at any time to any location on the campus in which the employees are working for the purpose of calling on an employee on duty, 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/not 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, representatives of the Union shall not 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 the Human Resources Department, representatives of the Union shall be entitled to receive their usual remuneration from the Employer to a maximum of eighty (80) person days.

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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, providing the needs of the Department are met.

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

Where possible, persons on duty will be used to cover the relief work necessary as a result of collective bargaining/negotiations. Where the Employer requires a called-in replacement for an employee who is granted leave for negotiations, the replacement who is called in will receive pay at straight time for all hours worked.

- 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"

Hours of work effective for and in respect of the various classified groups of employees shall be set forth in Footnote No. 2 to Schedule "A" (Hours of Work and Wage Administration) which is appended hereto and forms part of this Collective Agreement.

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".

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 and Change of Schedule

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. This 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 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.

- 6.3.2 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 (2X) time will apply for all hours worked outside of the employee's normal hours on the first day of the change.

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6.3.3 Work at Other Than Normal Work Location

Where an employee is directed to leave his/her normal work location to perform his/her 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 his/her 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 his or her 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 15.6 "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 Footnote No. 2 to Schedule "A" (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 his or her wages.

Every employee who works less than the full-time hours as set out in Footnote No. 2 to Schedule "A" 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.

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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 (2X) times the regular hourly rate inclusive of regular earnings for that portion of the period of rest which is less than eight (8) hours.

6.8 Shift Premium - Schedule "A"

An employee who is scheduled to work 38 3/4 hours per week and whose schedule in whole or in part falls outside the hours of 6:00 AM to 6:00 PM shall be paid a premium for all hours worked between 6:00 PM and 6:00 AM as follows:

Effective September 6, 1993 seventy-five (75¢) cents per hour

This premium shall not be paid where overtime rates apply.

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 him/her. Except in emergency situations, such overtime must be authorized in advance.

7.1.1 Allocation of Overtime

Scheduled and unscheduled overtime work excluding callbacks in a particular classification shall be spread as equitably as possible in order of seniority and on a reasonably practicable basis among the employees thereof. 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. All scheduled, unscheduled and call back work shall be posted so that it can be referred to by all employees in a classification.

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 (2X) time 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 his/her completion of work and subsequent starting time. A callback shall not apply where an employee is notified before going home that he/she 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 (2X) time with minimum pay for a callback of two (2) hours at double (2X) time.

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 (2X) time with a minimum pay for a callback of four (4) hours at double (2X) time.

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.

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7.2.5 Statutory Holidays - Schedule "A"

In addition to his/her 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 (2X) time.

7.3 Payment for Authorized Overtime - Schedule "B"

See Footnote No. 2 - Schedule "B" - page 80.

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.

7.5 Banking of Overtime

When an employee is required to work overtime he or she may, if the Employer agrees, elect to receive time off instead of payment. 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 his/her election at the time of completing his/her overtime claim sheet.

All banked overtime earned up to and including the pay period ending on or about the end of February and not taken as time off by the employee by March 31st, at either the discretion of the Employer or the request of the employee, shall be paid off as overtime pay in the first pay period following March 31st.

7.6 Banking of Regular Time

When an employee chooses to exchange work for time off, or time off for work, such exchange shall be at a mutually agreed time on an equal time basis and not on a rate of pay basis. Arrangements for such time off shall be confirmed within thirty (30) calendar days. Requests are to 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.

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, upon request to the Employer at the time the overtime form is completed and signed, shall be given a copy of the overtime form.

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ARTICLE 8. SICK LEAVE

8.1 Definition of Sick Leave

Sick Leave means the period of time an employee is permitted to be absent from work with pay by reason of legitimate sickness or other legitimate medical reasons.

8.2 Sick Leave - Full-Time Employees

All regular full-time employees eligible for the Long Term Disability Income Plan shall be covered by the Sick Leave Policy for Non-Academic Staff which was put into effect April 1, 1963. This staff benefit plan shall continue as in the past unless changed by a recommendation of the Staff Benefits Committee and approved by the Board of Governors.

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 Notification of Employer When Sick

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

8.5 Medical Certificate - Three (3) Days or More

The Employer reserves the right to require a medical certificate from the employee in any given instance where the employee has been absent for three (3) or more consecutive days.

8.5.1 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 he/she 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.

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8.5.2 Medical Certificate - Lengthy Absence

In cases of sickness or medical absence of a lengthy duration the employee should keep his/her Supervisor or Department Head informed of his/her expected return to work, if possible. The Employer may request a medical certificate from the employee from time to time during the duration of such absence.

8.6 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 his/her 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 the Human Resources Department.

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

8.7 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, his/her absence from work may be considered as unauthorized and consequently without pay.

8.8 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.

8.9 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.

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. 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

An employee is entitled to pay for a holiday in which he/she does not work provided:

- (i) He/she has earned wages for part or all of at least twelve (12) days during the thirty (30) calendar days immediately preceding the day the holiday falls; and
- (ii) He/she does not absent himself/herself from work without his/her Supervisor's consent either on the regular working day immediately preceding or following the holiday, unless his/her absence is by reason of established illness; and he/she has notified the Employer in accordance with Clause 8.4; and
- (iii) He/she has not prior to the day of the holiday voluntarily terminated his/her employment.

An employee so entitled to pay for a holiday in which he/she does not work will be paid for the holiday an amount equal to his/her average daily earnings (exclusive of overtime) of the days in which he/she worked during the preceding thirty (30) calendar days.

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 ends.
- (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.

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- (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 he/she would have been scheduled to work on that day.
 - (ii) Is assigned another day in lieu thereof if he/she 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

See also Letter of Understanding Re: Annual Christmas-New Year's Break Schedule A.

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 days 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.

The following vacation schedule shall apply commencing effective April 1, 1988:

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

* Column C represents the number of days 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 days, 12.50 becomes 13 days.

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.

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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 15 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 his/her 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 he/she 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.

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.

The following vacation pay table shall apply commencing effective April 1, 1988:

<u>Column A</u>	<u>Column B</u>
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 %

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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 Upon written application, hourly-paid employees may have their vacation pay accumulated to March 31st. Vacation payment on all such applications shall be made by April 30th.

10.11 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.

Effective December 1, 1985 employees who, in accordance with Clause 9.2 of the Collective Agreement, qualify for the 1/2 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: 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.

(See also Letter of Understanding Re: Annual Christmas-New Year's Break: Schedule A).

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 first Seniority List, which will be posted in November 1992, will be based on the service (as defined in Clause 11.3) of each employee as of September 30, 1992.

The employee with the greatest amount of service will be ranked number 1 on the Seniority List and the employee with the least service will be ranked the highest number on the Seniority List.

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.

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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 his/her 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 40 hours per week shall be 2080 hours;

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

A year of service for an employee working 35 hours per week shall be 1820 hours;

A year of service for an employee working 37 hours per week shall be 1924 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 his/her 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.

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11.5 Loss of Seniority/Service

An employee shall lose all Seniority/Service if he or she:

- (a) Voluntarily quits or retires from the employ of the Employer (voluntarily quits includes resignation pursuant to Clause 15.6 of the Collective Agreement);
- (b) Is justifiably discharged;
- (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 his/her 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 for a period of thirty (30) days from date of posting for appeal in case of error. Should there be an appeal filed within the thirty (30) day 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 Resources Department 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. This List shall be based on all hours worked up to March 31st. The List shall remain open for a period of thirty (30) days from date of posting for appeal in case of error. Should there be an appeal filed within the thirty (30) day 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 home address, 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

The normal retirement date of an employee is the last day of the month in which the employee attains the age of sixty-five (65) years. The Employer shall provide to the Union, upon request, the names and normal retirement dates of employees reaching normal retirement age in each calendar year.

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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.

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.

12.2 Job Postings

Should a regular full-time position, a regular part-time position, regular full-time seasonal position or regular part-time seasonal 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."

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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 his/her 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.

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 Temporary Casual Appointments

The Employer may make temporary 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 he/she has worked for the equivalent of a total of 465 full working hours for the Employer. The employee's performance shall be reviewed with the Employer during the probationary period and any area of concern will be discussed. 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.

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12.8 Trial Period

Any employee selected for any position included in Schedule "A" or Schedule "B" who does not succeed after a reasonable trial period shall be transferred to his/her 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 on Long Term Disability following sick leave, but who ceases to qualify for Long Term Disability benefits, and cannot return to work in his/her former position:

- (a) For medical reasons; or
- (b) Because he/she is no longer qualified for his/her former position; or
- (c) Because his/her 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 Resources Office 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, (ie. 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 Resources Office as to whether he/she wishes to exercise his/her seniority.

12.10.1 An employee who:

- (a) Has been on Long Term Disability following Sick Leave but who ceases to qualify for Long Term Disability benefits; or
- (b) Did not qualify for Long Term Disability following Sick Leave.

If he/she after eighteen (18) months does not obtain work in either his/her former position or another position, shall lose all seniority in accordance with Clause 11.5(c) of the Collective Agreement.

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12.11 Temporary Assignments

Where an employee is directed to perform and does perform, for a period of one (1) full hour or more, all of the duties of a classification, which has a higher rate of pay, shall be paid for all time performing such duties, a temporary assignment premium of up to a maximum of 10% of his/her current rate of pay, but not to exceed the rate of pay of the classification with the higher rate of pay.

12.12 Temporary Appointment Out of Bargaining Unit

Employees who are temporarily appointed to positions outside the bargaining unit shall continue to pay Union dues and will retain the right to their old position.

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

his/her seniority rights or was not placed in another classification position but is still in his/her "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 his/her notice of lay off, that he/she is available for casual work.

If the laid off employee does not comply with this requirement, he/she 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).

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(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 Footnote No. 3 (page 57) of the Collective Agreement.

12.13.2 Work Being Performed by Students

An employee who is laid off may exercise his/her 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 his/her seniority in this manner will undertake to perform the job until he/she is recalled to his/her former position. Notwithstanding, however, that if another

position at a higher rate of pay within the bargaining unit becomes available, the employee may exercise his or her seniority if the employee's 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.

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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 his/her 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 his/her 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 he/she has been placed as a result of the discontinuance of his/her former position) to a position within his/her 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 his/her 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 Resources Department and to the Union.

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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 his/her seniority rights in accordance with the following provisions:

- (1) The employee, if he/she wishes to exercise his/her Seniority Rights, must so advise the Director of his/her Work Unit, in writing, within five (5) working days of his/her receipt of Notice of Lay Off.
- (2) An employee who indicates that he/she wishes to exercise his/her 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 his/her 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 he/she wishes to be placed.
 - (6) If there is a vacant position within the classification selected (and the employee is qualified for the position), he/she 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 his/her 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 - 6:00 AM 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.

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- (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 his/her former classification becomes vacant, the employee shall have the option to return to his/her 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 his/her former classification;

A copy of the Notice shall be sent to the Human Resources Department and the Union;

The employee must respond, in writing, within five (5) working days if he/she wishes to return to his/her 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 his/her 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 his/her notice period and the following Recall provisions shall apply during lay off:

- (1) An employee may be recalled to his/her former classification/position for up to eighteen (18) months from the date of his/her lay off.
- (2) Order of recall shall be based on seniority.
- (3) When an employee is to be recalled he/she shall have a Notice of Recall mailed to his/her last known home address, with a copy of such notice provided to the Human Resources Department and the Union.
- (4) It shall be the duty of the employee on lay off to provide the Employer with his/her address and to promptly notify the Employer of any change in his/her address. The Employer shall not be responsible for the failure of an employee to receive a Notice of Recall when he/she 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 his/her 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.

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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 his/her Seniority following his/her 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, 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 leaves of absence for compassionate reasons shall be considered as work time for purpose of service and seniority. On receiving a leave of absence an employee must prepay necessary monthly deductions for staff benefit premiums and Union dues.

13.2 Bereavement Leave

An employee shall normally be granted three (3) 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.

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.

13.3 Union Business

If circumstances permit upon application therefor 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 his/her 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.

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13.4 Jury Duty

Should any employee be called to perform jury duty on his/her normally scheduled days of work, he/she shall upon request to his/her supervisor be granted leave of absence and be paid his/her basic rate of pay. The employee shall remit to the Payroll Office any monies received for jury duty on his/her normally scheduled days of work other than for reimbursement of expenses.

13.5 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

13.5.1 Maternity Leave without Maternity Leave Allowance (Plan A) - Is a maternity leave without maternity leave allowance.

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

- (a)** Have successfully completed her probationary period of employment with the Employer;
- (b)** Submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c)** Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

13.5.2 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 granted following the end of the maternity leave shall be considered as a separate leave of absence

without pay.

13.5.3 An employee who wishes to resume her employment on the expiration of leave granted in accordance with the above shall be reinstated by the Employer in the position occupied by her 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

13.5.4 Maternity Leave with Maternity Leave Allowance (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.

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13.5.5 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 full-time employment with the Employer immediately prior to the date on which the proposed 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 her in the application as the day on which she intends to commence such leave;
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) Provide the Employer with proof that she 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.

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

- (a) She will return to work in the position occupied by 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 her return to work; and
- (b) She will return on the date of the expiry of her maternity leave unless this date is modified by the Employer; and
- (c) Should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

13.5.7 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.

13.5.8 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 ninety-five percent (95%) of her weekly rate of pay;
- (b)** For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the E.I. benefits the employee is eligible to receive and ninety-five percent (95%) of her 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.

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13.5.9 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 year; or to positions which are subject to seasonal lay off.

13.5.10 During the period of Maternity Leave - Plan A, Service and Vacation Entitlement will not accrue.

13.5.11 During the period of Maternity Leave - Plan B, Service and Vacation Entitlement will accrue.

13.5.12 Employees in receipt of maternity leave allowance shall not be entitled to paid leaves of absence during the period of maternity leave.

13.5.13 Maternity leave allowance shall not be considered as earned wages for the purpose of qualifying for holiday entitlement under Clause 9.2.

13.5.14 Staff benefits coverage for employees in receipt of maternity leave allowance shall be subject to the provisions of the various plans.

13.5.15 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.

13.5.16 With regard to Plan B and the Regulations to the **Employment** Insurance Act, employees have no vested right to maternity leave allowance payments except to payments during a period of unemployment specified in the Act.

13.5.17 With regard to Plan B and as per the Regulations to the **Employment** Insurance Act, payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Act.

13.6 Parental Leave for Adoption

Eligible employees may apply for Parental Leave for Adoption in accordance with either Plan A or Plan B but not both. Part time employees are only eligible for Plan A.

PLAN A Parental Leave for Adoption Without Adoption Leave Allowance

13.6.1 Parental Leave for Adoption without Adoption Leave Allowance (Plan A) - Is a parental leave for adoption without adoption leave allowance.

In order to qualify for Plan A, an employee must be currently working for the Employer and:

- (a)** Have successfully completed his/her probationary period of employment with the Employer;
- (b)** Submit to the Employer an application in writing for leave under Plan A 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;

- (c) Provide the Employer with a statutory declaration that he/she is the primary caregiver of the child.

13.6.2 An employee who qualifies is entitled to and shall be granted Parental Leave for Adoption without pay consisting of a period not exceeding seventeen (17) weeks taken in one consecutive seventeen (17) week period.

13.6.3 An employee who wishes to resume his/her employment on the expiration of leave granted in accordance with the above 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.

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PLAN B Parental Leave For Adoption With Adoption Leave Allowance

13.6.4 Parental Leave with Adoption Leave Allowance (Plan B) - Is a parental leave for adoption with adoption leave allowance made up of Supplementary Employment adoption leave benefits under the Employment Insurance Act and Employer paid adoption leave benefits.

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

- (a) Have completed twelve (12) continuous months of full-time employment with the Employer immediately prior to the date on which the proposed 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 her in the application as the day on which he/she intends to commence such leave;
- (c) Provide the Employer with a statutory declaration that he/she is the primary caregiver of the child;
- (d) Provide the Employer with proof that he/she has applied for **Employment** Insurance benefits and that the 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 Parental Leave for Adoption under Plan B must sign an agreement with the Employer providing that:

- (a) 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; and
- (b) He/she will return on the date of the expiry of his/her Parental Leave for Adoption unless this date is modified by the Employer; and
- (c) Should he/she fail to return to work as provided under (a) and/or (b) above, he/she is indebted to the Employer for the full amount of pay received from the Employer as an adoption allowance during his/her entire period of Parental Leave for Adoption.

13.6.7 An employee who qualifies is entitled to Parental Leave for Adoption consisting of a period not

exceeding seventeen (17) weeks as set out in Clause 13.6.8.

13.6.8 During the period of Parental Leave for Adoption, an employee who qualifies is entitled to an adoption leave allowance in accordance with the following:

- (a) For the first two (2) weeks an employee shall receive ninety-five percent (95%) of his/her weekly rate of pay;
- (b) For the weeks during which the employee is in receipt of **Employment** Insurance parental leave benefits up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the **Employment** Insurance benefits the employee is in receipt of and ninety-five percent (95%) of his/her weekly rate of pay;

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- (c) For the weeks during which the employee is in receipt of further **Employment** Insurance Parental Leave benefits, up to a maximum of five (5) more additional weeks where:
 - (1) The adopted child is six months of age or older at the time of the child's arrival at the employee's home or actual placement with the employee for the purpose of adoption; and
 - (2) A medical practitioner or the agency that placed the child certifies that the child suffers from a physical, psychological or emotional condition that requires an additional period of parental care;

Then such employee who is in receipt of further **Employment** Insurance Parental Leave benefits, up to a maximum of five (5) more additional weeks, shall receive 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 for each additional week he/she is in receipt of **Employment** Insurance benefits.

- (d) The Parental Leave for Adoption must be taken in one consecutive 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 year; or to positions which are subject to seasonal lay off.

13.6.10 During the period of Parental Leave for Adoption - Plan A, Service and Vacation Entitlement will not accrue.

13.6.11 During the period of Parental Leave for Adoption - Plan B, Service and Vacation Entitlement will accrue.

13.6.12 Employees in receipt of Adoption Leave Allowance shall not be entitled to paid leaves of absence during the period of Parental Leave for Adoption.

13.6.13 Adoption Leave Allowance shall not be considered as earned wages for the purpose of qualifying for holiday entitlement under Clause 9.2.

13.6.14 Staff benefits coverage for employees in receipt of Adoption Leave Allowance shall be subject to the provisions of the various plans.

13.6.15 For the purposes of calculating the successful completion of a trial period, employees taking

Parental Leave for Adoption under Plan B shall be considered to be on a leave of absence without pay.

13.6.16 With regard to Plan B and as per the Regulations to the **Employment** Insurance Act, employees have no vested right to payments under the Act except to payments during a period of unemployment specified in the Act.

13.6.17 With regard to Plan B and as per the Regulations to the **Employment** Insurance Act, payments in respect to guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under the Act.

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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 Matters to be dealt with under the provisions of this Article shall normally be discussed during working hours, provided, however, that lengthy negotiations for the settlement of any disputes shall be discussed outside of working hours.

14.1.3 The following is provided as a guideline to filing a written grievance statement:

In order to provide basic information and clearly identify the grievance 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 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.

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.

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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 processed in accordance with the grievance procedure as outlined in Clause 14.9.

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.

14.9 Grievance Procedure

First Stage: Within five (5) working days of the employee becoming aware of a possible grievance, a grievance statement shall be prepared, signed by the employee and taken by him/her, with or without the steward involved, directly to his/her immediate Supervisor. Alternatively the employee may request the steward to present the signed grievance to the Supervisor on his/her behalf. The Supervisor may request the presence of the employee in any further process of the grievance.

Second Stage: If a settlement is not reached within five (5) working days of the grievance being filed at the First Stage, the steward, either alone or accompanied by a member of the Union Committee, may take a copy of the signed grievance statement to the Administrative Head of the Department concerned.

Third Stage: If no settlement is reached at the second stage of the grievance procedure, then within five (5) working days of the grievance having been referred to the second stage, the grievance may be referred to the third stage of the grievance procedure. Within five (5) working days of the grievance being referred to the third stage a meeting will be arranged for between the Union representatives and the Vice-President (Administration) or anyone appointed by him/her. 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.

Fourth Stage: In the event that settlement of the grievance is not reached at the Third Stage, the Employer will file a written disposition within five (5) working days. Within five (5) working days of receipt of the third stage disposition, the matter may be referred to arbitration in accordance with the provisions as outlined in Clause 14.10.

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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. Mr. David E. Bowman, Q.C.
241 Harvard Avenue (Office)
Winnipeg, Manitoba R3M OK1
(Telephone: 477-0484)
2. Mr. Martin H. Freedman, Q.C.
c/o Aikins, MacAulay & Thorvaldson
30th Floor, 360 Main Street
Winnipeg, Manitoba R3C 4G1
(Telephone: 957-0050)
3. **Ms. Diane Jones Q.C.**
c/o The Manitoba Labour Board
402 - 258 Portage Avenue
Winnipeg, Manitoba R3C OB6
(Telephone: 945-3783)
4. **Ms. Colleen Suche Q.C.**
760 - 444 St. Mary Avenue
Winnipeg, Manitoba R3C 3T1
(Telephone: 947-0025/Ext 202)

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.

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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 Failure by the employee to give notice as provided for in Clause 15.3 (unless waived by the Employer) will require payment by the employee in lieu of notice equivalent to the amount of notice which is lacking. Such payment shall be made by deduction from vacation pay and salary normally due and payable to the employee by the Employer.

15.3.2 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.

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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 Failure by the employee to give notice as provided for in Clause 15.5 (unless waived by the Employer) will require payment by the employee in lieu of notice equivalent to the amount of notice which is lacking. Such payment shall be made by deduction from vacation pay and salary normally due and payable to the employee by the Employer.

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

15.6 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 his/her 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 his/her job.

16.3 The Employer agrees to establish a Local Safety Committee in appropriate areas with equal representation from the Union.

16.4 The Union will be entitled to representation on the University Safety Committee. The Committee shall meet as necessary to review safety problems reported and the action taken to resolve the problem. The Safety Committee may make recommendations concerning safety matters. All recommendations of the Safety Committee shall be forwarded to the Union, the Employer and the Safety Officer. The Safety Officer shall be invited to attend all Safety Committee meetings. The Safety Officer may also call a meeting with the Safety 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 AM 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.

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ARTICLE 18. UNIFORMS

- 18.1 The Employer may require the employee to wear a uniform or other special article while performing his/her 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 to him/her.
- 18.2 No employee shall wear such uniform or special article when not on duty for the Employer except when travelling to or from his/her place of employment.
- 18.3 Uniforms and other special articles so supplied shall be returned to the Employer on the employee's separation.

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 Employer agrees to distribute copies of the Collective Agreements to new employees at the time of hiring. 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 provide and facilitate cooperation and participation of workers in bringing forward ways and means of improving economy, efficiency, 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.

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ARTICLE 22. TRAVEL ALLOWANCES

- 22.1** When an employee covered by this Collective Agreement is required to travel in the course of his/her work for the Employer he/she will be reimbursed for reasonable costs of accommodation, meals and out-of-pocket expenses.
- 22.2** When an employee is requested to use his/her personal car for the Employer's business he/she shall be paid a travel allowance of twenty-eight (28¢) cents per kilometre.
- 22.3** An employee is expected to provide his/her own transportation to and from his/her place of work on regular work days and on planned callouts for overtime work.
- 22.4** In cases of emergency callout where transportation is not supplied, an employee will be paid travel allowance at the rate provided for in Clause 22.2 for travel from his/her 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 therefor, approved by the Employer's official who authorized such use.

ARTICLE 23. DISCIPLINE AND DISMISSAL

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

(1) Verbal Warning

The Employer shall meet with the employee for the purpose of discussing and resolving the problem(s). The employee shall be notified that the discussion is a Verbal Warning in accordance with this Clause of the Collective Agreement. The employee shall be advised of the area(s) of concern and of the remedial action expected. A Verbal Warning shall be deemed to have expired six (6) months after the date of issuance, unless in that period of time further disciplinary action has been taken.

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

The summary shall be removed from the employee's employment file within six (6) months of its date of issuance unless in that period of time further disciplinary action has been taken.

(2) Letter of Warning

If the problem is not resolved then a Letter of Warning specifying the area(s) of concern and remedial action expected will be given to the employee. The Employer shall meet with the employee to review the content of the Letter. At this meeting the employee concerned may request the presence of a Union Representative. A copy of the Letter of Warning is to be sent to the Human Resources Department, which will in turn notify the Union in writing of the Letter of Warning.

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When the Letter of Warning is no longer appropriate the employee will be so notified in writing and the letter removed from his/her file. A copy of the notification is to be sent to the Human Resources Department 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, 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 his/her file.

A Letter of Warning will expire after six (6) months unless its continuance in effect and the reason therefore, is confirmed in writing to the employee. A copy of the notification is to be sent to the Human Resources Department which will in turn notify the Union in writing of the continuance of the Letter of Warning.

(3) Suspension

If after receiving a Letter of Warning the employee fails to show a significant improvement then the employee may be suspended without pay. Any suspension shall be confirmed in writing to the employee. A copy of the Letter of Suspension is to be sent to the Human Resources Department, which will in turn notify the Union in writing 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.

(4) Dismissal

Subsequent to a suspension if the employee fails to improve the employee will be dismissed. Any dismissal shall be confirmed in writing to the employee. A copy of the Letter of Dismissal is to be sent to the Human Resources Department which will in turn notify the Union in writing of the dismissal.

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 sexual harassment.

23.3 Employee May Grieve Discipline

If the employee feels that any disciplinary action taken against him/her 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.
- 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".

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ARTICLE 27. PREMIUMS: SWING STAGE & SCAFFOLD - SPRAY PAINTING

AND SANDBLASTING - BRICKLAYING

- 27.1** When an employee is assigned to work in which he/she uses a swing stage or scaffold or required to perform sandblasting work, a premium of twenty-five (25¢) cents per hour shall be paid to the employee.
- 27.2** When an employee is assigned to work in which he/she is required to perform sandblasting work, a premium of thirty (30¢) cents per hour shall be paid to the employee.
- When spraying with epoxy or lacquer the spray painting premium shall be fifty (50¢) cents 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 he/she is required to perform bricklaying work, a premium of fifty (50¢) cents per hour shall be paid to the employee.
- 27.4** Premium rates of pay will not be compounded, ie. 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 effective January 1, 1993.

29.2 UM EAP Advisory Committee

The Union, effective January 1, 1993, shall be entitled to name one (1) representative to the UM EAP Advisory Committee.

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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.

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** 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. DURATION, TERMINATION AND RENEWAL OF COLLECTIVE AGREEMENT

33.1 **Duration**

This Collective Agreement shall be in effect from the **28th day of September, 1998** and shall continue in force until the **30th day of September, 2001**.

33.2 **Wages and Increases**

The **wages and increases** in this Collective Agreement shall be in accordance with the Addendum to the **(1998/2001)** Collective Agreement Re: "**Wages and Increases**".

33.3 **Termination Date**

This Collective Agreement shall terminate at the end of the calendar day on the **30th day of September, 2001**.

33.4 **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 33.3, such Party shall give written notice thereof to the other Party, together with particulars relating thereto.

33.5 **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 33.4 but a new Collective Agreement is not concluded between the Parties by the termination date of this Collective Agreement, **September 30th, 2001**, 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 1st, 2001** and ending **September 30th, 2002** elapses.

**ADDENDUM TO THE SEPTEMBER 28, 1998 - SEPTEMBER 30, 2001 (1998-2001)
COLLECTIVE AGREEMENT BETWEEN THE UNIVERSITY OF MANITOBA
AND THE CANADIAN AUTO WORKERS (CAW) LOCAL 3007**

RE: WAGES AND INCREASES

1. Schedule "A" - General - Wages 1998-2001

"General" Wage Rates - Increases applicable to the "General" classification wage rates in the 1998-2001 Collective Agreement, shall be as follows:

1998/99 - Effective September 28, 1998 and for the period September 28, 1998 to September 26, 1999 of the 1998-2001 Collective Agreement, the wages of all "Schedule "A" - General" classifications shall be increased by 1.00% over the September 27, 1998 wage levels (as set out in the 1996-98 UM-CAW Collective Agreement).

1999/2000 - Effective September 27, 1999 and for the period September 27, 1999 to October 1, 2000 of the 1998-2001 Collective Agreement, the wages of all "Schedule "A" - General" classifications shall be increased by 1.00% over the September 26, 1999 wage levels.

2000/2001 - Effective October 2, 2000 and for the period October 2, 2000 to September 30, 2001 of the 1998-2001 Collective Agreement, the wages of all "Schedule "A" - General" classifications shall be increased by 2.00% over the October 1, 2000 wage levels.

The wages rates for the "Schedule "A" - General" classifications are set out on pages 48 to 59 of the Collective Agreement.

2. Schedule "A" - Food Service - Wages 1998-2001

Reduction Restored - As of September 28, 1998, the 2.00% reduction which applied to Food Services "Incumbent Frozen" Wage Rates and "New Wage" rates for the period February 3, 1997 to September 27, 1998, will be restored; (ie. the rates will be increased by 2.00% over the September 27, 1998 wage levels).

"Incumbent Frozen" Wage Rates - For the duration of the 1998-2001 Collective Agreement, the "Incumbent Frozen" Wage Rates shall remain frozen at the September 28, 1998 wage levels. A list of employees to whom the "incumbent frozen" wage rates are applicable and their frozen wage rates is available through the Office of the Director of UM Food Services, the UM Human Resources Office or the CAW Local 3007.

"Incumbent Frozen"/Bonus - In October 1998, the incumbent employees of the

"Incumbent Frozen" wage rate category shall receive a one-time only signing bonus of \$100.00 per person. A list of employees to whom this bonus is applicable is available through the Office of the Director of UM Food Services, the UM Human Resources Office or the CAW Local 3007.

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2. Schedule "A" - Food Service - Wages 1998-2001 (cont)

"New Wage" Rates - Increases applicable to the "New Wage" rate classification in the 1998-2001 Collective Agreement, shall be as follows:

1998/99 - Effective September 28, 1998 and for the period September 28, 1998 to September 26, 1999 of the 1998-2001 Collective Agreement, the wages of all "Schedule "A" - Food Services New Wage Rates" classifications (in addition to the 2% reduction restoration) shall be increased by 1.00% over the September 27, 1998 wage levels (as set out in the 1996/98 UM-CAW Collective Agreement).

1999/2000 - Effective September 27, 1999 and for the period September 27, 1999 to October 1, 2000 of the 1998-2001 Collective Agreement, the wages of all "Schedule "A" - Food Services New Wage Rates" classifications shall be increased by 1.00% over the September 26, 1999 wage levels.

2000/2001 - Effective October 2, 2000 and for the period October 2, 2000 to September 30, 2001 of the 1998-2001 Collective Agreement, the wages of all "Schedule "A" - Food Services New Wage Rates" classifications shall be increased by 2.00% over the October 1, 2000 wage levels.

The wages rates for "Schedule "A" - Food Services" classifications are set out on pages 60 to 62 of the Collective Agreement.

3. Schedule "A" - Trades - Footnotes No. 1 & 1A - Wages 1998-2001

For the duration of the 1998-2001 Collective Agreement, the wages of the UM Trade classifications shall be as set out in Schedule "A" - Trades - page 65.

4. Schedule "B" - Power Engineers - Wages 1998-2001

"Power Engineer" Wage Rates - Increases applicable to the "Power Engineer" classification wage rates in the 1998-2001 Collective Agreement, shall be as follows:

1998/99 - Effective September 28, 1998 and for the period September 28, 1998 to September 26, 1999 of the 1998-2001 Collective Agreement, the wages of all "Schedule "B" - Power Engineer" classifications shall be increased by 1.00% over the September 27, 1998 wage levels (as set out in the 1996-98 UM-CAW Collective Agreement).

1999/2000 - Effective September 27, 1999 and for the period September 27, 1999 to October 1, 2000 of the 1998-2001 Collective Agreement, the wages of all "Schedule "B" - Power Engineer" classifications shall be increased by 1.00% over the September 26, 1999 wage levels.

2000/2001 - Effective October 2, 2000 and for the period October 2, 2000 to September 30, 2001 of the 1998-2001 Collective Agreement, the wages of all "Schedule "B" - Power Engineer" classifications shall be increased by 2.00% over

the October 1, 2000 wage levels.

The wages rates for the "Schedule "B" - Power Engineer" classifications are set out on pages 72 to 74 of the Collective Agreement.

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1998-2001 UM-CAW COLLECTIVE AGREEMENT - SIGNING PAGE

SIGNED BY THE EMPLOYER/THE UNIVERSITY OF MANITOBA

THIS _____ DAY OF _____, 1999.

SIGNED BY THE UNION/CAW-CANADA LOCAL 3007

THIS _____ DAY OF _____, 1999.

FOR THE UNIVERSITY OF MANITOBA
THE CAW, LOCAL 3007

FOR

NEGOTIATING COMMITTEE

Mr. Paul Soubry, Chair
UM Board of Governors

Mr. Gerry Renaud, President,
CAW Local 3007

Mr. Michael W. McAdam
Mr. Dan Miller, Chairperson
Vice-President (Administration)
3007 Negotiating Committee
UM Office of the President

CAW Local

Mr. Bud Henry

Mr. Dennis McFaren

Ms. Joanne Brockwell

Mr. Jacques Joyal

Mr. Stanley Sparkes

Mr. Dan Butler

Ms. Cecile Cassista,

National Representative, CAW

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SCHEDULE "A" - GENERAL - 1998/99

"GENERAL CLASSIFICATIONS AND WAGES"

SEPTEMBER 28, 1998 TO SEPTEMBER 26, 1999

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Senior Caretaker	Full	\$14.99	\$1,161.73	\$30,204.98
Caretaker	New	\$13.08	\$1,013.70	\$26,356.20
	Full	\$13.66	\$1,058.65	\$27,524.90
Utility Caretaker	New	\$13.20	\$1,023.05	\$26,599.30
	Full	\$13.73	\$1,064.07	\$27,665.82
Icemaker - Caretaker	New	\$14.09	\$1,091.98	\$28,391.48
	Full	\$14.67	\$1,136.93	\$29,560.18
Special Functions Caretaker	New	\$13.29	\$1,029.98	\$26,779.48
	Full	\$13.83	\$1,071.83	\$27,867.58
Pool Attendant	New	\$13.51	\$1,047.03	\$27,222.78
	Full	\$14.09	\$1,091.98	\$28,391.48
Pool Attendant Certified	Full*	\$14.59	\$1,130.73	\$29,398.98
<p>*Pool Attendant/Certified - Effective September 11, 1989 a premium of \$0.50 per hour payable to any Employee in this Classification who possesses a "Level 1 Certificate - Swimming Pool Operation" - issued by the Manitoba Department of Culture, Heritage and Recreation.</p>				
Building Security Guard	New	\$12.10	\$937.75	\$24,381.50
	Full	\$12.49	\$967.98	\$25,167.48
Cleaner - Washroom Attendant	New	\$11.35	\$879.63	\$22,870.38
	Full	\$11.77	\$912.18	\$23,716.68
Garbage Truck Driver	Full	\$15.22	\$1,179.55	\$30,668.30

Truck Driver	New	\$14.09	\$1,091.98	\$28,391.48
	Full	\$14.67	\$1,136.93	\$29,560.18
Truck Driver Helper	Full	\$14.09	\$1,091.98	\$28,391.48
Truck Driver (Downtown - Truck Driver plus 15¢/hr)	New	\$14.26	\$1,105.15	\$28,733.90
	Full	\$14.86	\$1,151.65	\$29,942.90

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SCHEDULE "A" - GENERAL - 1998/99

"GENERAL CLASSIFICATIONS AND WAGES"

SEPTEMBER 28, 1998 TO SEPTEMBER 26, 1999

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Tractor Operator 1	New	\$14.09	\$1,091.98	\$28,391.48
	Full	\$14.67	\$1,136.93	\$29,560.18
Tractor Operator 2	New	\$14.60	\$1,131.50	\$29,419.00
	Full	\$15.22	\$1,179.55	\$30,668.30
Senior Labour Groundskeeper	Full	\$16.21	\$1,256.28	\$32,663.28
Labour Groundskeeper	New	\$13.33	\$1,033.08	\$26,860.08
	Full	\$13.90	\$1,077.25	\$28,008.50
Tree Pruner	Full	\$14.67	\$1,136.93	\$29,560.18
Parking & Fire Equipment Worker	New	\$14.61	\$1,132.28	\$29,439.28
	Full	\$15.22	\$1,179.55	\$30,668.30
Cement Finisher/ Groundskeeper	New	\$14.47	\$1,121.43	\$29,157.18
	Full	\$15.04	\$1,165.60	\$30,305.60
Linenkeeper	New	\$11.12	\$861.80	\$22,406.80
	Full	\$11.47	\$888.93	\$23,112.18
Housekeeper	New	\$11.94	\$925.35	\$24,059.10
	Full	\$12.35	\$957.13	\$24,885.38
Res. Supervisor Caretakers	Full	\$14.50	\$1,123.75	\$29,217.50
Res. Supervisor Housekeepers	Full	\$13.14	\$1,018.35	\$26,477.10
Res. Supervisor Cleaning Staff	Full	\$14.36	\$1,112.90	\$28,935.40
Senior Automotive				

Mechanic	Full	\$19.31	\$1,496.53	\$38,909.78
Automotive	New	\$17.27	\$1,338.43	\$34,799.18
Mechanic	Full	\$18.10	\$1,402.75	\$36,471.50

SCHEDULE "A" - GENERAL - 1998/99

"GENERAL CLASSIFICATIONS AND WAGES"

SEPTEMBER 28, 1998 TO SEPTEMBER 26, 1999

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Senior Locksmith	Full	\$19.21	\$1,488.78	\$38,708.28
Locksmith	New	\$17.20	\$1,333.00	\$34,658.00
	Full	\$18.02	\$1,396.55	\$36,310.30
Locksmith Helper	New	\$13.58	\$1,052.45	\$27,363.70
	1 year	\$14.10	\$1,092.75	\$28,411.50
	2 years	\$14.58	\$1,129.95	\$29,378.70
	*3 years	\$15.11	\$1,171.03	\$30,446.78
Maintenance Painter Uncertified	New	\$13.07	\$1,012.93	\$26,336.18
	1 year	\$13.55	\$1,050.13	\$27,303.38
	2 years	\$14.03	\$1,087.33	\$28,270.58
	*3 years	\$14.43	\$1,118.53	\$29,076.58
Maintenance Plumber Steamfitter Uncertified	New	\$16.07	\$1,245.43	\$32,381.18
	1 year	\$16.70	\$1,294.25	\$33,650.50
	2 years	\$17.31	\$1,341.53	\$34,879.78
	*3 years	\$18.02	\$1,396.55	\$36,310.30
Maintenance Carpenter	New	\$13.69	\$1,060.98	\$27,585.48
	1 year	\$14.19	\$1,099.73	\$28,592.98
	2 years	\$14.69	\$1,138.48	\$29,600.48
	*3 years	\$15.15	\$1,174.13	\$30,527.38
Maintenance Electrician	New	\$15.95	\$1,236.13	\$32,139.38
	1 year	\$16.54	\$1,281.85	\$33,328.10
	2 years	\$17.20	\$1,333.00	\$34,658.00
	*3 years	\$17.85	\$1,383.38	\$35,969.88
Maintenance Welder \$20/mo. clothing allowance	New	\$15.72	\$1,218.30	\$31,675.80
	1 year	\$16.25	\$1,259.38	\$32,743.88
	2 years	\$16.85	\$1,305.88	\$33,952.88
	*3 years	\$17.37	\$1,346.18	\$35,000.68

*Incumbents at the 3 year rate will receive an annual review of their skills and abilities and may, if qualified, move to the rate specified in Footnote No. 1 of Schedule "A", Maintenance Trades - Uncertified.

SCHEDULE "A" - GENERAL - 1998/99

"GENERAL CLASSIFICATIONS AND WAGES"

SEPTEMBER 28, 1998 TO SEPTEMBER 26, 1999

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Assistant Elevator Mechanic	Class 1	\$15.45	\$1,197.38	\$31,131.88
	Class 2	\$15.97	\$1,237.68	\$32,179.68
	*Class 3	\$16.51	\$1,279.53	\$33,267.78
	Class 4	\$17.15	\$1,329.13	\$34,557.38
	Class 5	\$17.66	\$1,368.65	\$35,584.90
Controls & Equipment Service Worker	Class 1	\$16.16	\$1,252.40	\$32,562.40
	Class 2	\$16.69	\$1,293.48	\$33,630.48
	*Class 3	\$17.64	\$1,367.10	\$35,544.60
Lub. & Equipment Service Worker	Class 1	\$15.48	\$1,199.70	\$31,192.20
	Class 2	\$16.16	\$1,252.40	\$32,562.40
	*Class 3	\$16.69	\$1,293.48	\$33,630.48
	Class 4	\$17.25	\$1,336.88	\$34,758.88

*Incumbents at the Class 3 rate will receive an annual review of their skills and abilities and may, if qualified, move to the rate specified in Footnote No. 1 of Schedule "A", Maintenance Trades - Uncertified.

SCHEDULE "A" - GENERAL - 1999/2000

"GENERAL CLASSIFICATIONS AND WAGES"

SEPTEMBER 27, 1999 TO OCTOBER 1, 2000

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Senior Caretaker	Full	\$15.14	\$1,173.35	\$30,507.10
Caretaker	New	\$13.21	\$1,023.78	\$26,618.28
	Full	\$13.80	\$1,069.50	\$27,807.00
Utility Caretaker	New	\$13.33	\$1,033.08	\$26,860.08
	Full	\$13.87	\$1,074.93	\$27,948.18
Icemaker - Caretaker	New	\$14.23	\$1,102.83	\$28,673.58
	Full	\$14.82	\$1,148.55	\$29,862.30
Special Functions Caretaker	New	\$13.42	\$1,040.05	\$27,041.30
	Full	\$13.97	\$1,082.68	\$28,149.68
Pool Attendant	New	\$13.65	\$1,057.88	\$27,504.88
	Full	\$14.23	\$1,102.83	\$28,673.58
Pool Attendant Certified	Full*	\$14.74	\$1,142.35	\$29,701.10
*Pool Attendant/Certified - Effective September 11, 1989 a premium of \$0.50 per hour payable to any Employee in this Classification who possesses a "Level 1 Certificate - Swimming Pool Operation" - issued by the Manitoba Department of Culture, Heritage and Recreation.				
Building Security Guard	New	\$12.22	\$947.05	\$24,623.30
	Full	\$12.61	\$977.28	\$25,409.28
Cleaner - Washroom Attendant	New	\$11.46	\$888.15	\$23,091.90
	Full	\$11.89	\$921.48	\$23,958.48
Garbage Truck Driver	Full	\$15.37	\$1,191.18	\$30,970.68
Truck Driver	New	\$14.23	\$1,102.83	\$28,673.58
	Full	\$14.82	\$1,148.55	\$29,862.30
Truck Driver Helper	Full	\$14.23	\$1,102.83	\$28,673.58
Truck Driver Downtown (Downtown - Truck Driver plus 15¢/hr)	New	\$14.40	\$1,116.00	\$29,016.00
	Full	\$15.01	\$1,163.28	\$30,245.28

SCHEDULE "A" - GENERAL - 1999/2000

"GENERAL CLASSIFICATIONS AND WAGES"

SEPTEMBER 27, 1999 TO OCTOBER 1, 2000

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Tractor Operator 1	New	\$14.23	\$1,102.83	\$28,673.58
	Full	\$14.82	\$1,148.55	\$29,862.30
Tractor Operator 2	New	\$14.75	\$1,143.13	\$29,721.38
	Full	\$15.37	\$1,191.18	\$30,970.68
Senior Labour Groundskeeper	Full	\$16.37	\$1,268.68	\$32,985.68
Labour Groundskeeper	New	\$13.46	\$1,043.15	\$27,121.90
	Full	\$14.04	\$1,088.10	\$28,290.60
Tree Pruner	Full	\$14.82	\$1,148.55	\$29,862.30
Parking & Fire Equipment Worker	New	\$14.76	\$1,143.90	\$29,741.40
	Full	\$15.37	\$1,191.18	\$30,970.68
Cement Finisher/ Groundskeeper	New	\$14.61	\$1,132.28	\$29,439.28
	Full	\$15.19	\$1,177.23	\$30,607.98
Linenkeeper	New	\$11.23	\$870.33	\$22,628.58
	Full	\$11.58	\$897.45	\$23,333.70
Housekeeper	New	\$12.06	\$934.65	\$24,300.90
	Full	\$12.47	\$966.43	\$25,127.05
Res. Supervisor Caretakers	Full	\$14.65	\$1,135.38	\$29,519.88
Res. Supervisor Housekeepers	Full	\$13.27	\$1,028.43	\$26,739.18
Res. Supervisor Cleaning Staff	Full	\$14.65	\$1,135.38	\$29,519.88
Senior Automotive Mechanic	Full	\$19.50	\$1,511.25	\$39,292.50
Automotive Mechanic	New	\$17.44	\$1,351.60	\$35,141.60
	Full	\$18.28	\$1,416.70	\$36,834.20

SCHEDULE "A" - GENERAL - 1999/2000

"GENERAL CLASSIFICATIONS AND WAGES"

SEPTEMBER 27, 1999 TO OCTOBER 1, 2000

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Senior Locksmith	Full	\$19.40	\$1,503.50	\$39,091.00
Locksmith	New	\$17.37	\$1,346.18	\$35,000.68
	Full	\$18.20	\$1,410.50	\$36,673.00
Locksmith Helper	New	\$13.72	\$1,063.30	\$27,645.80
	1 year	\$14.24	\$1,103.60	\$28,693.60
	2 years	\$14.73	\$1,141.58	\$29,681.08
	*3 years	\$15.26	\$1,182.65	\$30,748.90
Maintenance Painter Uncertified	New	\$13.20	\$1,023.00	\$26,598.00
	1 year	\$13.69	\$1,060.98	\$27,585.48
	2 years	\$14.17	\$1,098.18	\$28,552.68
	*3 years	\$14.57	\$1,129.18	\$29,358.68
Maintenance Plumber Steamfitter Uncertified	New	\$16.23	\$1,257.83	\$32,703.58
	1 year	\$16.87	\$1,307.43	\$33,993.18
	2 years	\$17.48	\$1,354.70	\$35,222.20
	*3 years	\$18.20	\$1,410.50	\$36,673.00
Maintenance Carpenter	New	\$13.83	\$1,071.83	\$27,867.58
	1 year	\$14.33	\$1,110.58	\$28,875.08
	2 years	\$14.84	\$1,150.10	\$29,902.60
	*3 years	\$15.30	\$1,185.75	\$30,829.50
Maintenance Electrician	New	\$16.11	\$1,248.53	\$32,461.78
	1 year	\$16.71	\$1,295.03	\$33,670.78
	2 years	\$17.37	\$1,346.18	\$35,000.68
	*3 years	\$18.03	\$1,397.33	\$36,330.58
Maintenance Welder \$20/mo. clothing allowance	New	\$15.88	\$1,230.70	\$31,998.20
	1 year	\$16.41	\$1,271.78	\$33,066.28
	2 years	\$17.02	\$1,319.05	\$34,295.30
	*3 years	\$17.54	\$1,359.35	\$35,343.10

*Incumbents at the 3 year rate will receive an annual review of their skills and abilities and may, if qualified, move to the rate specified in Footnote No. 1 of Schedule "A", Maintenance Trades - Uncertified.

SCHEDULE "A" - GENERAL - 1999/2000

"GENERAL CLASSIFICATIONS AND WAGES"

SEPTEMBER 27, 1999 TO OCTOBER 1, 2000

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Assistant Elevator Mechanic	Class 1	\$15.60	\$1,209.00	\$31,434.00
	Class 2	\$16.13	\$1,250.08	\$32,502.08
	*Class 3	\$16.68	\$1,292.70	\$33,610.20
	Class 4	\$17.32	\$1,342.30	\$34,899.80
	Class 5	\$17.84	\$1,382.60	\$35,947.60
Controls & Equipment Service Worker	Class 1	\$16.32	\$1,264.80	\$32,884.80
	Class 2	\$16.86	\$1,306.65	\$33,972.90
	*Class 3	\$17.82	\$1,381.05	\$35,907.30
Lub. & Equipment Service Worker	Class 1	\$15.63	\$1,211.33	\$31,494.58
	Class 2	\$16.32	\$1,264.80	\$32,884.80
	*Class 3	\$16.86	\$1,306.65	\$33,972.90
	Class 4	\$17.42	\$1,350.05	\$35,101.30

*Incumbents at the Class 3 rate will receive an annual review of their skills and abilities and may, if qualified, move to the rate specified in Footnote No. 1 of Schedule "A", Maintenance Trades - Uncertified.

SCHEDULE "A" - GENERAL - 2000/01

"GENERAL CLASSIFICATIONS AND WAGES"

OCTOBER 2, 2000 TO SEPTEMBER 30, 2001

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Senior Caretaker	Full	\$15.44	\$1,196.60	\$31,111.60
Caretaker	New	\$13.47	\$1,043.93	\$27,142.18
	Full	\$14.08	\$1,091.20	\$28,371.20
Utility Caretaker	New	\$13.60	\$1,054.00	\$27,404.00
	Full	\$14.15	\$1,096.63	\$28,512.38
Icemaker - Caretaker	New	\$14.51	\$1,124.53	\$29,237.78
	Full	\$15.12	\$1,171.80	\$30,466.80
Special Functions Caretaker	New	\$13.69	\$1,060.98	\$27,585.48
	Full	\$14.25	\$1,104.38	\$28,713.88
Pool Attendant	New	\$13.92	\$1,078.80	\$28,048.80
	Full	\$14.51	\$1,124.53	\$29,237.78
Pool Attendant Certified	Full*	\$15.03	\$1,164.83	\$30,285.58
<p>*Pool Attendant/Certified - Effective September 11, 1989 a premium of \$0.50 per hour payable to any Employee in this Classification who possesses a "Level 1 Certificate - Swimming Pool Operation" - issued by the Manitoba Department of Culture, Heritage and Recreation.</p>				
Building Security Guard	New	\$12.46	\$965.65	\$25,106.90
	Full	\$12.86	\$996.65	\$25,912.90
Cleaner - Washroom Attendant	New	\$11.69	\$905.98	\$23,555.48
	Full	\$12.13	\$940.08	\$24,442.08
Garbage Truck Driver	Full	\$15.68	\$1,215.20	\$31,595.20
Truck Driver	New	\$14.51	\$1,124.53	\$29,237.78
	Full	\$15.12	\$1,171.80	\$30,466.80
Truck Driver Helper	Full	\$14.51	\$1,124.53	\$29,237.78
Truck Driver Downtown (Downtown - Truck Driver plus 15¢/hr)	New	\$14.69	\$1,138.48	\$29,600.48
	Full	\$15.31	\$1,186.53	\$30,849.78

SCHEDULE "A" - GENERAL - 2000/01

"GENERAL CLASSIFICATIONS AND WAGES"

OCTOBER 2, 2000 TO SEPTEMBER 30, 2001

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Tractor Operator 1	New	\$14.51	\$1,124.53	\$29,237.78
	Full	\$15.12	\$1,171.80	\$30,466.80
Tractor Operator 2	New	\$15.05	\$1,166.38	\$30,325.88
	Full	\$15.68	\$1,215.20	\$31,595.20
Senior Labour Groundskeeper	Full	\$16.70	\$1,294.25	\$33,650.50
Labour Groundskeeper	New	\$13.73	\$1,064.08	\$27,666.08
	Full	\$14.32	\$1,109.80	\$28,854.80
Tree Pruner	Full	\$15.12	\$1,171.80	\$30,466.80
Parking & Fire Equipment Worker	New	\$15.06	\$1,167.15	\$30,345.90
	Full	\$15.68	\$1,215.20	\$31,595.20
Cement Finisher/ Groundskeeper	New	\$14.90	\$1,154.75	\$30,023.50
	Full	\$15.49	\$1,200.48	\$31,212.48
Linenkeeper	New	\$11.45	\$887.38	\$23,071.88
	Full	\$11.81	\$915.28	\$23,797.28
Housekeeper	New	\$12.30	\$953.25	\$24,784.50
	Full	\$12.72	\$985.80	\$25,630.80
Res. Supervisor Caretakers	Full	\$14.94	\$1,157.85	\$30,104.10
Res. Supervisor Housekeepers	Full	\$13.54	\$1,049.35	\$27,283.10
Res. Supervisor Cleaning Staff	Full	\$14.94	\$1,157.85	\$30,104.10
Senior Automotive Mechanic	Full	\$19.50	\$1,511.25	\$39,292.50
Automotive Mechanic	New	\$17.44	\$1,351.60	\$35,141.60
	Full	\$18.28	\$1,416.70	\$36,834.20

SCHEDULE "A" - GENERAL - 2000/01

"GENERAL CLASSIFICATIONS AND WAGES"

OCTOBER 2, 2000 TO SEPTEMBER 30, 2001

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Senior Locksmith	Full	\$19.79	\$1,533.73	\$39,876.98
Locksmith	New	\$17.72	\$1,373.30	\$35,705.80
	Full	\$18.56	\$1,438.40	\$37,398.40
Locksmith Helper	New	\$13.99	\$1,084.23	\$28,189.98
	1 year	\$14.52	\$1,125.30	\$29,257.80
	2 years	\$15.02	\$1,164.05	\$30,265.30
	*3 years	\$15.57	\$1,206.68	\$31,373.68
Maintenance Painter Uncertified	New	\$13.46	\$1,043.15	\$27,121.90
	1 year	\$13.96	\$1,081.90	\$28,129.40
	2 years	\$14.45	\$1,119.88	\$29,116.88
	*3 years	\$14.86	\$1,151.65	\$29,942.90
Maintenance Plumber Steamfitter Uncertified	New	\$16.55	\$1,282.63	\$33,348.38
	1 year	\$17.21	\$1,333.78	\$34,678.28
	2 years	\$17.83	\$1,381.83	\$35,927.58
	*3 years	\$18.56	\$1,438.40	\$37,398.40
Maintenance Carpenter	New	\$14.11	\$1,093.53	\$28,431.78
	1 year	\$14.62	\$1,133.05	\$29,459.30
	2 years	\$15.14	\$1,173.35	\$30,507.10
	*3 years	\$15.61	\$1,209.78	\$31,454.28
Maintenance Electrician	New	\$16.43	\$1,273.33	\$33,106.58
	1 year	\$17.04	\$1,320.60	\$34,335.60
	2 years	\$17.72	\$1,373.30	\$35,705.80
	*3 years	\$18.39	\$1,425.23	\$37,055.98
Maintenance Welder \$20/mo. clothing allowance	New	\$16.20	\$1,255.50	\$32,643.00
	1 year	\$16.74	\$1,297.35	\$33,731.10
	2 years	\$17.36	\$1,345.40	\$34,980.40
	*3 years	\$17.89	\$1,386.48	\$36,048.48

*Incumbents at the 3 year rate will receive an annual review of their skills and abilities and may, if qualified, move to the rate specified in Footnote No. 1 of Schedule "A", Maintenance Trades - Uncertified.

SCHEDULE "A" - GENERAL - 2000/01

"GENERAL CLASSIFICATIONS AND WAGES"

OCTOBER 2, 2000 TO SEPTEMBER 30, 2001

<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>APPROXIMATE ANNUAL</u>
Assistant Elevator Mechanic	Class 1	\$15.91	\$1,233.03	\$32,058.78
	Class 2	\$16.45	\$1,274.88	\$33,146.88
	*Class 3	\$17.01	\$1,318.28	\$34,275.28
	Class 4	\$17.67	\$1,369.43	\$35,605.18
	Class 5	\$18.20	\$1,410.50	\$36,673.00
Controls & Equipment Service Worker	Class 1	\$16.65	\$1,290.38	\$33,549.88
	Class 2	\$17.20	\$1,333.00	\$34,658.00
	*Class 3	\$18.18	\$1,408.95	\$36,632.70
Lub. & Equipment Service Worker	Class 1	\$15.94	\$1,235.35	\$32,119.10
	Class 2	\$16.65	\$1,290.38	\$33,549.88
	*Class 3	\$17.20	\$1,333.00	\$34,658.00
	Class 4	\$17.77	\$1,377.18	\$35,806.68

*Incumbents at the Class 3 rate will receive an annual review of their skills and abilities and may, if qualified, move to the rate specified in Footnote No. 1 of Schedule "A", Maintenance Trades - Uncertified.

SCHEDULE "A" - FOOD SERVICE - 1998/99

**FOOD SERVICES
CLASSIFICATIONS, WAGE RATES, & INCUMBENT PREMIUMS**

"SEPTEMBER 28, 1998 TO SEPTEMBER 26, 1999"

	<u>CLASSIFICATION</u>	<u>WAGE RATE PER HOUR - 1998/99</u>	
1.	"UTILITY WORKER"	\$9.08 - New	\$9.73 - Full
	"Incumbent Premium" - Up to \$1.47 per hour but not to exceed the Incumbent's "frozen rate" of pay.		
2.	"FOOD SERVICES WORKER"	\$9.84 - New	\$10.44 - Full
	"Incumbent Premium" - Up to \$1.47 per hour but not to exceed the Incumbent's "frozen rate" of pay.		
3.	"COOK 1"	\$11.09 - New	\$11.57 - Full
	"Incumbent Premium" - Up to \$2.01 per hour but not to exceed the Incumbent's "frozen rate" of pay - applicable to "Cook" work.		
	"Incumbent Premium" - Up to \$1.08 per hour but not to exceed the Incumbent's "frozen rate" of pay - applicable to "Short Order Cook" work.		
4.	"SECTION HEAD"	\$12.00 - New	\$12.48 - Full
5.	"BAKER"	\$13.76 - New	\$14.29 - Full
6.	"COOK 2"	\$13.76 - New	\$14.29 - Full
	"Incumbent Premium" - Up to \$0.54 per hour but not to exceed the Incumbent's "frozen rate" of pay.		
7.	"STOREKEEPER"	\$14.77 - New	\$15.44 - Full
8.	"LEAD BAKER"	\$16.35 - New	\$17.02 - Full
9.	"LEAD COOK"	\$16.35 - New	\$17.02 - Full
10.	"CHEF"	\$17.36 - New	\$17.79 - Full

SCHEDULE "A" - FOOD SERVICE - 1999/2000

**FOOD SERVICES
CLASSIFICATIONS, WAGE RATES, & INCUMBENT PREMIUMS**

"SEPTEMBER 27, 1999 TO OCTOBER 1, 2000"

	<u>CLASSIFICATION</u>	<u>WAGE RATE PER HOUR - 1999-2000</u>
1.	"UTILITY WORKER"	\$9.17 - New \$9.83 - Full
	"Incumbent Premium" - Up to \$1.47 per hour but not to exceed the Incumbent's "frozen rate" of pay.	
2.	"FOOD SERVICES WORKER"	\$9.94 - New \$10.54 - Full
	"Incumbent Premium" - Up to \$1.47 per hour but not to exceed the Incumbent's "frozen rate" of pay.	
3.	"COOK 1"	\$11.20 - New \$11.69 - Full
	"Incumbent Premium" - Up to \$2.01 per hour but not to exceed the Incumbent's "frozen rate" of pay - applicable to "Cook" work.	
	"Incumbent Premium" - Up to \$1.08 per hour but not to exceed the Incumbent's "frozen rate" of pay - applicable to "Short Order Cook" work.	
4.	"SECTION HEAD"	\$12.12 - New \$12.60 - Full
5.	"BAKER"	\$13.90 - New \$14.43 - Full
6.	"COOK 2"	\$13.90 - New \$14.43 - Full
	"Incumbent Premium" - Up to \$0.54 per hour but not to exceed the Incumbent's "frozen rate" of pay.	
7.	"STOREKEEPER"	\$14.92 - New \$15.59 - Full
8.	"LEAD BAKER"	\$16.51 - New \$17.19 - Full
9.	"LEAD COOK"	\$16.51 - New \$17.19 - Full
10.	"CHEF"	\$17.53 - New \$17.97 - Full

SCHEDULE "A" - FOOD SERVICE - 2000/01

**FOOD SERVICES
CLASSIFICATIONS, WAGE RATES, & INCUMBENT PREMIUMS**

"OCTOBER 2, 2000 TO SEPTEMBER 30, 2001"

	<u>CLASSIFICATION</u>	<u>WAGE RATE PER HOUR - 2000-2001</u>
1.	"UTILITY WORKER"	\$9.35 - New \$10.03 - Full
	"Incumbent Premium" - Up to \$1.47 per hour but not to exceed the Incumbent's "frozen rate" of pay.	
2.	"FOOD SERVICES WORKER"	\$10.14 - New \$10.75 - Full
	"Incumbent Premium" - Up to \$1.47 per hour but not to exceed the Incumbent's "frozen rate" of pay.	
3.	"COOK 1"	\$11.42 - New \$11.92 - Full
	"Incumbent Premium" - Up to \$2.01 per hour but not to exceed the Incumbent's "frozen rate" of pay - applicable to "Cook" work.	
	"Incumbent Premium" - Up to \$1.08 per hour but not to exceed the Incumbent's "frozen rate" of pay - applicable to "Short Order Cook" work.	
4.	"SECTION HEAD"	\$12.36 - New \$12.85 - Full
5.	"BAKER"	\$14.18 - New \$14.72 - Full
6.	"COOK 2"	\$14.18 - New \$14.72 - Full
	"Incumbent Premium" - Up to \$0.54 per hour but not to exceed the Incumbent's "frozen rate" of pay.	
7.	"STOREKEEPER"	\$15.22 - New \$15.90 - Full
8.	"LEAD BAKER"	\$16.84 - New \$17.53 - Full
9.	"LEAD COOK"	\$16.84 - New \$17.53 - Full
10.	"CHEF"	\$17.88 - New \$18.33 - Full

SCHEDULE "A" - TRADES

"CLASSIFICATIONS AND WAGES "

SEPTEMBER 28, 1998 to SEPTEMBER 30, 2001

FOOTNOTES NOS. 1, 1A, 1B, 1C & 1D TO SCHEDULE "A" - TRADE WAGE RATES

1. TRADE WAGE RATES

The University agrees to maintain a salary of 90% of construction trade rates for the University classifications listed under Column A. The 90% shall be calculated on the corresponding construction trade classifications listed under Column B.

COLUMN "A"

**UNIVERSITY
TRADE
CLASSIFICATION**

**Plumber/Steamfitter
Refrigeration/Air Conditioning Mechanic
Controls Mechanic
Electronic Controls Technician
Welder**

Electrician

**Carpenter
Cabinet Maker**

Insulator

Plasterer-Tilesetter

Painter

Elevator Mechanic

COLUMN "B"

**CONSTRUCTION
CLASSIFICATION**

Plumber/JM

Electrician/JM

Carpenter/JM

Insulator/JM

Plasterer/JM

Painter/JM/Certified

Elevator Mechanic

Rates for the construction trade classifications listed under Column B will be as outlined in the current Collective Agreement between the Construction Labour Relations Association of Manitoba and the following Unions:

- . United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of Canada (and Refrigeration Section), Local 254;
- . International Brotherhood of Electrical Workers, Local 2085;
- . United Brotherhood of Carpenters and Joiners of America, Local 343;
- . International Association of Heat and Frost Insulators and Asbestos Workers, Local 99;
- . Operative Plasterers & Cement Masons International Association, Local 334;
- . International Brotherhood of Painters & Allied Trades, Local 739; and
- . The Collective Agreement between the International Union of Elevator Constructors Local 102 and the Elevator Industry of Winnipeg.

Salary adjustments for the aforementioned University classifications shall take effect on the date the Collective Agreements listed would have taken effect if the Collective Agreements had been continuous from their previous expiry date. Where the Collective Agreements have been arrived at following a period of work stoppage, the University reserves the right to implement the rates on a date other than those specified above but in no case at dates less favourable than the increase dates provided in those Collective Agreements.

1A. INDUSTRIAL MECHANIC - CLASS A & CLASS B

The classification of Industrial Mechanic Class A and Industrial Mechanic Class B was established by the University of Manitoba in December 1985.

The Parties hereby agree to pay the Industrial Mechanic Class A 90% and the Industrial Mechanic Class B 85% of the rate of pay for the classification of Millwright (JM Certified) as provided for in the Collective Agreement between the Construction Labour Relations Association of Manitoba and the United Brotherhood of Carpenters and Joiners of America, Local 1443 (Millwrights) (hereinafter referred to as the Construction Millwright Collective Agreement).

Salary adjustments for the Industrial Mechanic classification shall take effect on the date the Construction Millwright Collective Agreement listed herein would have taken effect if the Construction Millwright Collective Agreement had been continuous from its previous expiry date. Where the Construction Millwright Collective Agreement has been arrived at following a period of work stoppage, the University reserves the right to implement the rates on a date other than those specified above but in no case at dates less favourable than the increase dates provided in the Construction Millwright Collective Agreement.

1B. MAINTENANCE TRADES - UNCERTIFIED

Incumbents progressing to full rate following successful annual review as noted in Schedule "A" shall receive eighty-three percent (83%) of the corresponding campus trade rate.

1C. SENIOR TRADES CLASSIFICATIONS

Incumbents of Senior Trades Classifications shall receive one hundred and seven percent (107%) of corresponding campus trade rates.

**1D. COMPENSATION FOR COMPUTER ADJUSTMENTS
MADE BY CONTROLS SHOP PERSONNEL AT HOME**

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'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 - Schedule "A" Clauses of Article 7.

>>> UM CERTIFIED TRADES - WAGE RATES <<<

SEPTEMBER 28, 1998 TO SEPTEMBER 30, 2000

COMMENCING SEPTEMBER 28, 1998

(@ 90% OF CONSTRUCTION TRADE RATE)

<u>Rate</u>	<u>UM Trade Classification (Certified)</u>	<u>Date</u>	<u>Wage</u>
1.	Plumber-Steamfitter	September 27, 1998	\$23.27/hr
\$24.12/hr	Refrigeration/Air Conditioning Mechanic	September 28, 1998	
\$24.39/hr	Controls Mechanic	May 1, 1999	
\$24.93/hr	Electronic Controls Technician	May 1, 1999	
	Welder		
2.	Electrician	September 27, 1998	\$23.13/hr
\$23.72/hr		September 28, 1998	1998
\$24.26/hr		May 1, 1999	
\$24.80/hr		May 1, 2000	
3.	Carpenter	September 27, 1998	\$20.36/hr
\$20.99/hr	Cabinet Maker	September 28, 1998	\$20.72/hr
\$21.30/hr		May 1, 1999	
		May 1, 2000	
4.	Painter	September 27, 1998	\$17.68/hr *
\$17.85/hr		September 28, 1998	\$17.68/hr *
		October 1, 1999	\$17.68/hr *
		May 1, 2000	\$17.68/hr *

* (Painter rate is frozen at \$17.68/hr until 90% exceeds \$17.68)

5.	Insulator	September 27, 1998	\$17.46/hr
		September 28, 1998	\$17.64/hr
\$18.05/hr		November 30, 1998	
\$18.50/hr		May 1, 1999	
\$18.99/hr		May 1, 2000	

6.	Plasterer/Tilesetter	September 27, 1998	\$19.08/hr
		September 27, 1998	\$19.35/hr
\$19.98/hr		May 1, 1999	
\$20.25/hr		May 1, 2000	

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>>> UM CERTIFIED TRADES - WAGE RATES <<<

SEPTEMBER 28, 1998 TO SEPTEMBER 30, 2000

COMMENCING SEPTEMBER 28, 1998

(@ 90% OF CONSTRUCTION TRADE RATE)

<u>Rate</u>	<u>UM Trade Classification (Certified)</u>	<u>Date</u>	<u>Wage</u>
7.	Elevator Mechanic	September 27, 1998	\$24.08/hr *
\$24.08/hr *		September 28, 1998	
\$24.08/hr *		February 1, 2000	
\$24.31/hr		February 1, 2001	

* (Elevator Mechanic rate is frozen at \$24.08/hr until 90% exceeds \$24.08)

8.	Industrial Mechanic Class A (90%)	September 27, 1998	\$22.04/hr
		September 28, 1998	\$22.94/hr
\$23.44/hr		November 30, 1998	
\$23.93/hr		May 1, 1999	

\$24.52/hr May 1, 2000

8. Industrial Mechanic Class B (85%) September 27, 1998 \$20.82/hr
September 28, 1998 \$21.67/hr
November 30, 1998
\$22.13/hr May 1, 1999
\$22.60/hr May 1, 2000
\$23.15/hr

>>> UM UNCERTIFIED TRADES - WAGE RATES <<<

SEPTEMBER 28, 1998 TO SEPTEMBER 30, 2000

COMMENCING SEPTEMBER 28, 1998

(@ 83% OF UM CERTIFIED TRADE RATE)

<u>UM Trade Classification (Uncertified)</u>	<u>Date</u>	<u>Wage Rate</u>
1. Plumber (Uncertified)	September 27, 1998	\$19.31/hr
Welder (Uncertified)	September 28, 1998	\$20.02/hr
	May 1, 1999	\$20.24/hr
	May 1, 2000	\$20.69/hr
2. Electrician (Uncertified)	September 27, 1998	\$19.20/hr
	September 28, 1998	\$19.69/hr
	May 1, 1999	\$20.14/hr
	May 1, 2000	\$20.58/hr
3. Carpenter (Uncertified)	September 27, 1998	\$16.90/hr
Cabinet Maker (Uncertified)	September 28, 1998	\$17.20/hr
	May 1, 1999	\$17.42/hr
	May 1, 2000	\$17.68/hr
4. Painter (Uncertified)	September 27, 1998	\$14.67/hr
	September 28, 1998	\$14.67/hr
	October 1, 1998	\$14.67/hr
	May 1, 2000	\$14.82/hr
5. Elevator Mechanic (Uncertified)	September 27, 1998	\$19.99/hr
	September 28, 1998	\$19.99/hr

\$19.99/hr

February 1, 2000

\$19.99/hr

February 1, 2001

\$20.18/hr

>>> UM SENIOR TRADES - WAGE RATES <<<

SEPTEMBER 28, 1998 TO SEPTEMBER 30, 2000

COMMENCING SEPTEMBER 28, 1998

(@ 107% OF UM CERTIFIED TRADE RATE)

<u>Rate</u>	<u>UM Senior Trade Classification (Certified)</u>	<u>Date</u>	<u>Wage</u>
1.	Senior Plumber-Steamfitter	September 27, 1998	\$24.90/hr
\$25.81/hr		September 28, 1998	1998
\$26.10/hr		May 1, 1999	
\$26.68/hr		May 1, 2000	
2.	Senior Refrigeration Air Conditioning Mechanic	September 27, 1998	\$24.90/hr
\$24.90/hr		September 28, 1998	1998
\$25.81/hr		May 1, 1999	
\$26.10/hr		May 1, 2000	
\$26.68/hr			
3.	Senior Controls Mechanic	September 27, 1998	\$24.90/hr
\$25.81/hr		September 28, 1998	1998
\$26.10/hr		May 1, 1999	
\$26.68/hr		May 1, 2000	
4.	Senior Electrician	September 27, 1998	\$24.75/hr
\$25.38/hr		September 28, 1998	1998
\$25.96/hr		May 1, 1999	
\$26.54/hr		May 1, 2000	
5.	Senior Carpenter/ Cabinet Maker	September 27, 1998	\$21.79/hr
\$22.46/hr		September 28, 1998	\$22.17/hr
\$22.79/hr		May 1, 1999	
		May 1/2000	

<p>6. Senior Elevator Mechanic</p> <p>\$25.77/hr</p> <p>\$25.77/hr</p> <p>\$26.01/hr</p>	<p>September 27, 1998</p> <p>September 28,</p> <p>February 1, 2000</p> <p>February 1, 2001</p>	<p>\$25.77/hr</p> <p>\$25.77/hr</p> <p>\$26.01/hr</p>
<p>7. Senior Industrial Mechanic Class A</p> <p>\$24.55/hr</p> <p>\$25.08/hr</p> <p>\$25.61/hr</p> <p>\$26.24/hr</p>	<p>September 27, 1998</p> <p>September 28,</p> <p>November 30, 1998</p> <p>May 1, 1999</p> <p>May 1, 2000</p>	<p>\$23.58/hr</p> <p>\$23.58/hr</p> <p>\$25.08/hr</p> <p>\$25.61/hr</p> <p>\$26.24/hr</p>
<p>8. Senior Industrial Mechanic Class B</p> <p>\$23.19/hr</p> <p>\$23.68/hr</p> <p>\$24.18/hr</p>	<p>September 27, 1998</p> <p>September 28,</p> <p>November 30, 1998</p> <p>May 1, 1999</p> <p>May 1, 2000</p>	<p>\$22.28/hr</p> <p>\$22.28/hr</p> <p>\$23.19/hr</p> <p>\$23.68/hr</p> <p>\$24.18/hr</p>

\$24.78/hr
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FOOTNOTE NO. 2 TO SCHEDULE "A" - HOURS OF WORK AND WAGE ADMINISTRATION

HOURS OF WORK

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 3/4) hours per day or thirty-eight and three quarters (38 3/4) hours per scheduled seven (7) day period unless mutually agreed by Management 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 3/4) hours per day or seventy-seven and one-half (77 1/2) hours per scheduled fourteen (14) day period unless mutually agreed by Management 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.

WAGE ADMINISTRATION AND TIME PERIODS IN SCHEDULE "A"

1.(a) 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.

- 1.(b)** Where a new employee is hired into a position and it is assumed he/she has specific required skills, he/she will be hired at the starting rate. He/she will receive full rate after he/she has proven that he/she has the required skills; this can be earlier than sixty (60) working days in accordance with 1(a) 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 he/she will receive a copy of his/her appraisal report and the Union will be informed.
- 1.(c)** Where a new employee with no previous related experience is hired into a beginning level position he/she will receive the full rate after the probationary period.
- 2.(a)** Where an existing employee bids on and is accepted to a higher level position which has similar requirements to his/her old position he/she 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.

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- 2.(b)** Where an existing employee bids on and is accepted for a job where the requirements are different from his/her old position he/she will be paid the starting rate for the position. He/she will receive the full rate for the position after he/she has proven that he/she has the skills required. Similarly to 1(b), this can be earlier than sixty (60) working days but not later than one (1) year from date of promotion.
- 3.** 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.

Note: The time periods in paragraphs 1(b) and 1(c) do not apply to the following classifications:

- (1)** Assistant Elevator Mechanic
- (2)** Controls and Equipment Service Worker
- (3)** Lubrication and Equipment Service Worker.

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

FOOTNOTE NO. 3 TO SCHEDULE "A"
RE: THE ASSIGNMENT AND SCHEDULING OF WORK IN UM FOOD SERVICE

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

A. Definitions:

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.
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.
3. Eligible for casual work means an employee is either laid off and/or available for such casual work.
4. Laid off means the person has been laid off in accordance with Clause 12.14.2(c) or Footnote No. 3, Point No. C. 2 of the Collective Agreement.

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 his/her notice of lay off, that he/she is available for casual work.

If the laid off employee does not comply with this requirement, he/she 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).

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.
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.

B. Procedures - Assignment of Work in Food Service - During Regular Operating Period:

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

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- (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 his/her 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 his/her 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.
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 Definitions "A.2(e)", "A.4", "A.5", "A.6" of this Footnote.

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.

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, he/she will be allowed to do so providing that he/she displaces the student for a minimum of a complete shift within the student's scheduled work assignment.

C. Procedures - Scheduling of Work in Food Service - During Non-Regular Operating Periods:

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

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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 Footnote No. 3, Point No. C.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.
5. Employees who are to be laid off may obtain a copy of the "Form" from any Food Service Office.
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.
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 his/her designat.
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.
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 item no. C10.

10. A Master Work Schedule will be posted in the Central Food Service Scheduling Office.

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

The Schedule, once posted, will become final by 10:00 A.M. of the Thursday prior to the week of the implementation of the Schedule.

A final Schedule will be posted in the Central Food Service Scheduling Office and in all open Food Service facilities.

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.
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.
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 Definitions "A.2(e)", "A.4", "A.5", "A.6" of this Footnote.
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 15.6 and/or

"Discipline" as per Article 23 of the Collective Agreement.

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SCHEDULE "B" - POWER ENGINEERS - 1998/99

"CLASSIFICATIONS AND WAGES"

SEPTEMBER 28, 1998 TO SEPTEMBER 26, 1999

APPROXIMATE CLASSIFICATION	TICKET	%FORMULA	HOURLY		
			RATE	BIWEEKLY	ANNUAL
Shift Charge Engineer	2nd required	100%	\$22.80	\$1,767.00	\$45,942.00
	1st optional	\$22.80 + 5%	\$23.94	\$1,855.35	\$48,239.10
Maintenance Engineer/ Relief Charge	2nd required	102%	\$23.26	\$1,802.65	\$46,868.90
	1st optional	\$23.26 + 5%	\$24.42	\$1,892.55	\$49,206.30
Swing Shift Engineer	2nd required	97.5%	\$22.23	\$1,722.83	\$44,793.58
	1st optional	\$22.23 + 5%	\$23.34	\$1,808.85	\$47,030.10
Water Treatment Technician	3rd required	90%	\$20.52	\$1,590.30	\$41,347.80
	2nd optional	\$20.52 + 5%	\$21.55	\$1,670.13	\$43,423.38
Assistant Engineer (3rd)	3rd required	90%	\$20.52	\$1,590.30	\$41,347.80
	2nd optional	\$20.52 + 5%	\$21.55	\$1,670.13	\$43,423.38
Assistant Engineer (4th)	4th required	80%	\$18.24	\$1,413.60	\$36,753.60
Physical Plant Engineer (Bannatyne Campus)	basic required	70%	\$15.96	\$1,236.90	\$32,159.40
	4th optional	\$15.96 + 5%	\$16.76	\$1,298.90	\$33,771.40

SCHEDULE "B" - POWER ENGINEERS - 1999/2000

"CLASSIFICATIONS AND WAGES"

SEPTEMBER 27, 1999 TO OCTOBER 1, 2000

<u>CLASSIFICATION</u>	<u>TICKET</u>	<u>%FORMULA</u>	<u>HOURLY</u>		<u>APPROXIMATE ANNUAL</u>
			<u>RATE</u>	<u>BIWEEKLY</u>	
Shift Charge Engineer	2nd required	100%	\$23.03	\$1,784.83	\$46,405.58
	1st optional	\$23.03 + 5%	\$24.18	\$1,873.95	\$48,722.70
Maintenance Engineer/ Relief Charge	2nd required	102%	\$23.49	\$1,820.48	\$47,332.48
	1st optional	\$23.49 + 5%	\$24.66	\$1,911.15	\$49,689.90
Swing Shift Engineer	2nd required	97.5%	\$22.45	\$1,739.88	\$45,236.88
	1st optional	\$22.45 + 5%	\$23.57	\$1,826.68	\$47,493.68
Water Treatment Technician	3rd required	90%	\$20.73	\$1,606.58	\$41,771.08
	2nd optional	\$20.73 + 5%	\$21.77	\$1,687.18	\$43,866.68
Assistant Engineer (3rd)	3rd required	90%	\$20.73	\$1,606.58	\$41,771.08
	2nd optional	\$20.73 + 5%	\$21.77	\$1,687.18	\$43,866.68
Assistant Engineer (4th)	4th required	80%	\$18.42	\$1,427.55	\$37,116.30
Physical Plant Engineer (Bannatyne Campus)	basic required	70%	\$16.12	\$1,249.30	\$32,481.80
	4th optional	\$16.12 + 5%	\$16.93	\$1,312.08	\$34,114.08

SCHEDULE "B" - POWER ENGINEERS - 2000/01

"CLASSIFICATIONS AND WAGES"

OCTOBER 2, 2000 TO SEPTEMBER 30, 2001

<u>CLASSIFICATION</u>	<u>TICKET</u>	<u>%FORMULA</u>	<u>HOURLY</u>		<u>APPROXIMATE ANNUAL</u>
			<u>RATE</u>	<u>BIWEEKLY</u>	
Shift Charge Engineer	2nd required	100%	\$23.49	\$1,820.48	\$47,332.48
	1st optional	\$23.49 + 5%	\$24.66	\$1,911.15	\$49,689.90
Maintenance Engineer/ Relief Charge	2nd required	102%	\$23.96	\$1,856.90	\$48,279.40
	1st optional	\$23.96 + 5%	\$25.16	\$1,949.90	\$50,697.40
Swing Shift Engineer	2nd required	97.5%	\$22.90	\$1,774.75	\$46,143.50
	1st optional	\$22.90 + 5%	\$24.05	\$1,863.88	\$48,460.88
Water Treatment Technician	3rd required	90%	\$21.14	\$1,638.35	\$42,597.10
	2nd optional	\$21.14 + 5%	\$22.20	\$1,720.50	\$44,733.00
Assistant Engineer (3rd)	3rd required	90%	\$21.14	\$1,638.35	\$42,597.10
	2nd optional	\$21.14 + 5%	\$22.20	\$1,720.50	\$44,733.00
Assistant Engineer (4th)	4th required	80%	\$18.79	\$1,456.23	\$37,861.98
Physical Plant Engineer (Bannatyne Campus)	basic required	70%	\$16.44	\$1,274.10	\$33,126.60
	4th optional	\$16.44 + 5%	\$17.26	\$1,337.65	\$34,778.90

**FOOTNOTE NO. 1 TO SCHEDULE "B" - HOURS OF WORK, WAGES, SHIFTS,
SHIFT PREMIUM AND TEMPORARY ASSIGNMENTS**

HOURS OF WORK

The regular working hours shall not exceed eight (8) hours in one day or seventy-seven and one-half (77 1/2) hours in a bi-weekly pay period. All shifts to be arranged from time to time by the Chief Engineer or in his absence by the Assistant Chief Engineer and in the case of Physical Plant Shift Engineers by the Supervisor of Mechanical Services. Altered work weeks in which regular working hours may exceed eight (8) hours in one day or seventy-seven and one-half (77 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.

WAGES

The Employer agrees to pay the employees covered by this Collective Agreement bi-weekly. It is agreed that the wage rates for employees will be paid in accordance with the attached Schedule "B".

SHIFTS

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.

SHIFT PREMIUM

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:

Effective September 6, 1993 - eighty-five (85¢) cents per hour

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

CHANGE OF SHIFTS

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.

REST PERIOD BETWEEN SHIFTS

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.

TEMPORARY ASSIGNMENTS

Where an employee is directed to perform and does perform for a period of one (1) full hour or more all of the duties of a classification which, according to Schedule "A" or "B" hereto, 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 (10%) percent of his/her current rate of pay, but not to exceed the rate of the classification with the higher rate of pay.

The above adjustment will apply to any position where relieving in other classifications is a regular part of the job function.

FOOTNOTE NO. 2 TO SCHEDULE "B" - PAYMENT FOR AUTHORIZED OVERTIME

1. 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 (2X) time for actual time worked except as hereinafter provided.

1.1 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 he/she is required to report at a different time for work for the subsequent day.

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

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

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

- 1.1.3** 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.

1.2 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.

1.3 Statutory Holidays - Schedule "B"

In addition to his/her 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.

FOOTNOTE NO. 3 TO SCHEDULE "B" - RE: SELECTION FOR VACANCY - CLAUSE 12.5

Clause 12.5 of the Collective Agreement, for purposes of Schedule "B" only, is modified as follows:

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.

LETTER OF UNDERSTANDING

MARCH 1984

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

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

The following covers Operating Shift Engineers, Fort Garry Campus only:

It is agreed that the Parties to this letter shall undertake to implement a compressed work week consisting of twelve hour shifts. All shift employees, excluding those working at the Health Sciences Campus, 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.
- (b) 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.

A statutory holiday under this Letter shall be deemed to be seven and three-quarters (7 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 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.

EFFECTIVE DATE

This Letter of Understanding shall be effective as of March 18, 1984.

LETTER SIGNED

This Letter of Understanding was signed by the Parties in March 1984/**Overtime section revised October 1998.**

LETTER OF UNDERSTANDING

OCTOBER 1994

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

RE:SCHEDULE "B" - POWERHOUSE - EXCESS HOURS

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 1994 for the 1994-96 UM-CAW Collective Agreement.

The base relief schedule in the Powerhouse provides for 7.75 hours Monday through Friday.

Therefore an employee should be scheduled for no more than 20 days and no more than 155 hours in each 28 day period.

When a relief employee is required to work more days than provided for in his/her base schedule, he/she will be granted a corresponding number of days off to compensate for the additional days.

The days off are to be taken off at a mutually agreed time, or within 90 calendar days as assigned by the Employer.

If the relief employee has been scheduled for more hours than provided for, he/she shall be credited at straight time for pay purposes or corresponding time off.

LETTER OF UNDERSTANDING

OCTOBER 1992

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

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

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 1992-94 UM-CAW Collective Agreement.

Clause 2.5 of the (1992-94) Collective Agreement provides as follows:

"2.5 Excluded Persons Performing Work of the Bargaining Unit

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

The University and the CAW Local 3007, with regard to the administration of Clause 2.5 in UM Food Service, hereby agree as follows:

1. The University acknowledges that the intent of Clause 2.5 of the Collective Agreement is to protect bargaining unit work and thereby the job security of the bargaining unit.
2. In turn, the Union acknowledges that Food Service, in order to be able to provide bargaining unit jobs, must attract and retain business and to do so, must recognize the Food Service customer(s) as their first priority and therefore provide high quality service to customers.
3. The Union also acknowledges that from time-to-time emergencies arise in Food Service such as large groups of customers coming in to a Food Service location without Food Service having any prior notice of same, employees not showing up for work, employees getting sick during a work shift and having to go home and that replacement employees are not always readily available nor are employees and positions always readily interchangeable by reason that not all employees are qualified for all jobs.
4. Accordingly, the Union also acknowledges that in the event of an unanticipated "rush" or "line-up" of customers or an unanticipated shortage of employees, Food Service Management and Supervisors from time-to-time may be required to perform bargaining unit work in order to provide an appropriate level of service and thereby "resolve the emergency".
5. In the event of an unanticipated shortage of employees (ie. employees not showing up for work or employees getting sick during a work shift and having to go home), Food Service will make every reasonable effort to replace the said employee(s).

LETTER OF UNDERSTANDING

1987

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

RE: THE ANNUAL CHRISTMAS-NEW YEAR'S BREAK - SCHEDULE A

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 1987 for the 1987-89 UM-CAW Collective Agreement.

1. Clauses 9.1 and 9.1.2 of the Collective Agreement provide for the following holidays: 1/2 day holidays before Christmas Day and New Year's Day (when applicable), 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 1/2 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.

2. Clause 10.11 of the 1987-89 Collective Agreement 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.
3. The combination of holidays (Clauses 9.1 and 9.1.2) and Christmas-New Year's Vacation Entitlement (Clause 10.11) constitute the annual Christmas-New Year's Break.
4. The annual Christmas-New Year's Break shall be administered as follows:

(a) 1/2 Day Holidays

The 1/2 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.

UM-CAW LETTER OF UNDERSTANDING (1987)

RE: THE ANNUAL CHRISTMAS-NEW YEAR'S BREAK - SCHEDULE A (Cont)

(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.

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
- (b)** "Comply with this Act and regulations.

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LETTER OF UNDERSTANDING

PRE-1992

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

**RE:FILLING OF A POSITION
ON A TEMPORARY BASIS AND SELECTION FOR VACANCY**

This Letter of Understanding was entered into between the University of Manitoba and the Union during collective bargaining prior to 1992.

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.

LETTER OF UNDERSTANDING

PRE-1992

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

RE:TRUCK DRIVER - CAMPUS AND DOWNTOWN - PAY RATES

This Letter of Understanding was entered into between the University of Manitoba and the Union during collective bargaining prior to 1992.

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 working day.

LETTER OF UNDERSTANDING

PRE-1992

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

RE: CARETAKER WORK AREAS AND WORKLOADS

This Letter of Understanding was entered into between the University of Manitoba and the Union during collective bargaining prior to 1992.

The University agrees to investigate work areas and adjust work loads in order to distribute work as equitably as possible within a work area.

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 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.

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.

LETTER OF UNDERSTANDING

FEBRUARY 1997

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

RE:DIRECT PAYROLL DEPOSIT FOR ALL EMPLOYEES

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

Effective commencing March 29, 1997, all employees covered by the UM-CAW Collective Agreement shall be paid once every two (2) weeks by way of direct payroll deposit to the financial institution of the employee's choice within the Province of Manitoba.

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

SEPTEMBER 1998

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

RE: PERSONAL FOOTWEAR/WET CONDITIONS

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 1998 for the 1998-2001 UM-CAW Collective Agreement.

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

LETTER OF UNDERSTANDING

SEPTEMBER 1998

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

RE:SAFETY FOOTWEAR/FULL-TIME EMPLOYEES

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 1998 for the 1998-2001 UM-CAW Collective Agreement.

- 1. This Letter re: Safety Footwear applies to full-time employees only.**
- 2. Where an employee requires safety footwear due to the nature of the job he/she is performing, the University will reimburse the employee for CSA approved safety footwear for 50% of the cost to maximum of \$75.00 per year upon presentation of valid receipt.**

UM STATEMENT OF INTENT

FEBRUARY 1997

**RE:ARTICLE 12
REGULAR APPOINTMENTS VS CASUAL APPOINTMENTS/PHYSICAL PLANT**

This matter was raised by the CAW during UM-CAW collective bargaining in 1996/97 for the 1996-98 UM-CAW Collective Agreement and in response to same, the University offered the Statement of Intent set out following:

1. The CAW has a concern with respect to casual appointments as opposed to the posting of regular or seasonal full-time or part-time positions in Physical Plant;
2. Physical Plant utilizes casual employees to fill pending regular appointments, sick leave and vacation replacement, extra work, varying work demands, emergencies and changing budget considerations, etc;
3. And given that the Parties had certain discussions with respect to these matters in 1996/97 collective bargaining;
4. Therefore, following conclusion of the 1996/97 UM-CAW collective bargaining, the UM and the CAW will establish a joint UM-CAW Committee to look into and fully identify and discuss all issues of concern arising from Article 12/regular appointments vs casual appointments in Physical Plant;
5. The Committee shall be made up of three (3) representatives of each Party or other number as mutually agreed between the Parties; and
6. The Committee will convene meeting(s) at the request of either Party following conclusion of 1996/97 collective bargaining.

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
Human Resources**

cc Mr. H. Frank, UM Physical Plant
Mr. E. Rzeszutek, UM Physical Plant
Mr. D. Bradshaw, UM Employee Relations
Mr. B. Rozander, CAW Local 3007

FOR INFORMATION ONLY

The following statements of intent were presented by the University on November 21, 1979 to address concerns of the bargaining unit over the presence of radioactive and/or biohazardous materials in certain University buildings:

(1) Any questions of a general nature regarding the use of radioactive and/or biohazardous materials which pertain to employee health and safety should be forwarded to the following:

The Environmental Health and Safety Office - 474-6633; or

Dr. James Davie, Chair, Radiation Safety Committee - 789-3369; or

Dr. Arnold Naimark, Chair, Biohazards Safety Committee - 789-3826.

All such questions or concerns will be reviewed by the respective committee and will receive a response.

(2) Any employee who has reason to believe, and does believe that a dangerous condition involving radiation exists in a particular workplace should follow the procedures for reporting the condition as outlined in Section 43(2) of the Workplace Safety and Health Act. No disciplinary or discriminatory action will be taken against any employee who makes such a report or who refuses to work under the conditions reported.

(3) The University agrees to investigate the availability of safety training programs which would be applicable and of benefit to employees who are required to enter areas where radioactivity is used but whose duties are not generally associated with the handling or use of radioactive materials.

FOR INFORMATION ONLY

This section has been included for information purposes only and is not to be regarded as part of the Collective Agreement.

A. POLICIES - The University of Manitoba has issued policy statements on the following subjects:

- (a) Educational Assistance for Support Staff
- (b) Alcoholism
- (c) Travelling and Business Expenses
- (d) Employment Equity
- (e) Sexual Harassment (see Page 89)

An employee desiring further particulars on these above policy statements should contact his or her immediate supervisor or call the Human Resources Department.

B. FACILITIES

Libraries - Libraries facilities may be used by any staff member upon presentation of a current Staff ID Card. The card may be updated or obtained from the ID Centre, Room 400W, University Centre 474-9428.

Physical Education - Physical Education facilities (including the tennis courts, gymnasias, skating rink and swimming pool) may be used by members of staff and their immediate families. Inquiries concerning time schedules and fees should be directed to the Faculty of Physical Education and Recreation Studies, Frank Kennedy Centre Equipment Desk, Ph. 474-8734.

Parking - Staff members who use the parking facilities require a parking permit. Any inquiries should be directed to the following:

Fort Garry Campus Parking Office, Room 129B, University Centre, Ph. 474-9415.
Bannatyne Campus, **Room P-128 Pathology Bldg.**, Ph 789-3493.

C. STAFF BENEFITS - The University of Manitoba has issued policy statements on staff benefits. Present staff benefits consist of:

- (a) Staff Member Life Insurance Plan
- (b) Dependent Life Insurance Plan
- (c) Accidental Death and Dismemberment Plan
- (d) Extended Life Insurance Plan
- (e) Long Term Disability Income Plan
- (f) Group Supplementary Health Benefits
- (g) The University of Manitoba Pension Plan
- (h) Group Insurance Dental Plan

General inquiries regarding Staff Benefits should be directed to the Staff Benefits Office at telephone 474-8084 and questions pertaining to the Pension Plan directed to Staff Benefits at 474-8476.

THE UM HUMAN RESOURCES DEPARTMENT

The University of Manitoba (UM) Human Resources Department (HR) is responsible for the overall

Human Resources function at the University of Manitoba.

The University of Manitoba employs approximately six thousand employees of whom thirty-five hundred are support staff and twenty-five hundred academic staff.

The majority of University staff are in certified bargaining units of which there are eight, ie. four support staff bargaining units, one student teaching assistant bargaining unit, and three faculty bargaining units. There are also twelve non-bargaining unit employee groups at the University.

The UM Human Resources Department has a number of responsibilities with regard to both support staff and academic staff. Those responsibilities include collective bargaining, collective agreement administration, labour relations, employment/staff recruitment, job evaluation, classification, HR research, employee records, staff development, performance appraisal, pay equity, employment equity, human rights, policy development, policy administration, safety, and staff benefits.

The Human Resources Department operates out of five (5) office locations: the HR General Office - 309 Administration Building; the Equity Services Office - 513 Drake Centre; the Safety Office - 191 Frank Kennedy Centre; the Staff Benefits Office - 180 Continuing Education Complex; and the Bannatyne Campus Office - P001 Pathology Building.

UM HR FUNCTIONAL OPERATIONS

The Human Resources Department consists of **ten (10)** functional operations, as follows:

1. Staff Relations (Support) - Room 309 Administration Building

Responsibilities include advice and assistance to administrators on the administration of support staff collective agreements and policies, labour relations, processing of grievances and collective bargaining with support staff bargaining units, ie. AESES/General, CAW, CUPE/Faculty of Engineering, AESES/Security and CUPE/Teaching Assistants.

Please call 474-8393 or 474-8717 for assistance or further information.

2. HR Consultants - Room 309 Administration Building

Responsibilities include the administration of recruitment and employment (position vacancies/job postings/appointments, etc), position discontinuance and lay off of support staff; job evaluation, job classification, job descriptions, advice and assistance to administrators and support staff on wage and salary administration and Human Resources related research.

Please call Patty Sanders, HR Consultant for the Physical Plant, Food Service and Residence Units at 474-9584 for information/assistance regarding the above matters.

Please call the Positions Available Line (PAL) 474-8199 for information on support staff employment opportunities at the University of Manitoba. The recorded announcement includes application procedures and a listing of available vacancies.

Please call 474-9552 for assistance with the following:

- Applying for position vacancies;
- Transfer and promotion opportunities.

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3. Bannatyne Campus Office - Room P001 Pathology Building, 770 Bannatyne Ave

The UM HR Bannatyne Campus Office provides a general range of Human Resources Services to the UM Bannatyne Campus, including collective agreement administration, classification, recruitment and employment.

Please call 789-3352 for assistance or further information.

4. HR Assistants - Room 309 Administration Building

Responsibilities include the administration of employee (personnel) files, pay action forms, other forms, (eg. leave of absence, maternity leave), seniority, vacation entitlement and absenteeism records for all UM staff.

Please call 474-9123 for assistance or further information.

5. The Employee Assistance Program / UM EAP - Off Campus

The University of Manitoba Employee Assistance Program (UM EAP) is a voluntary and confidential counselling service for all University of Manitoba **and UMG** employees (full-time, part/time and casual) and their families.

The UM EAP may be accessed directly by calling 1-800-387-4765 (toll free) for first time appointments and counselling, or 1-888-814-1328 (toll free) for administrative matters, appointment changes, office locations, directions and general information.

For further information on the UM EAP, please call the Human Resources Office at 474-8187 or 474-8288 or contact a CAW representative.

6. Mediation and Staff Development - Room 309 Administration Building

Responsibilities include the University's mediation program, staff development, training and educational assistance programs.

Please call 474-6634 for assistance or further information.

7. Safety - Room 191 Frank Kennedy Centre

The UM Safety Office is responsible for **Environmental Health** and Safety and Workers' Compensation at the University.

General inquiries on health and safety may be directed to 474-6633.

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8. Staff Benefits/Pension - Room 180 Continuing Education Complex;

The UM Staff Benefits Office is responsible for the administration of the UM Staff Benefits Plans and Pension Plan.

General inquiries regarding Staff Benefits may be directed to 474-8084 and inquiries with respect to the Pension Plan to 474-8476.

9. Employment Equity - Room 513 Drake Centre

Responsibilities include the University's Employment Equity Program, Employment Equity activities, and Human Rights Program.

Please call 474-7388 for assistance or further information.

10. Staff Relations (Academic)

Responsibilities include advice and assistance to administrators on the administration of academic staff collective agreements and policies, labour relations, processing of grievances and collective bargaining with academic staff bargaining units, ie. UMFA, UMDCSA (Dentists) and CUPE/Sessionals.

Please call 474-8384 for assistance or further information.

UM POLICY ON SEXUAL HARASSMENT

Approved by: Board of Governors

Approved: November 21, 1984

Revised: March 23, 1995

The University of Manitoba endeavours at all times to provide an environment that is supportive of the fair treatment of all members of the University community and is conducive to relationships based on mutual respect, cooperation and understanding. The University does not condone behaviour that is likely to undermine the dignity, self-esteem or productivity of any staff member or student, and seeks to prevent such behaviour through special programs of education and discussion.

Sexual harassment violates not only the human rights of the victim but also the fundamental values of the University including the value it places on high standards of personal and professional integrity and responsibility. Accordingly all members of the University community have a responsibility to contribute to promoting an environment in which sexual harassment does not occur.

While the University supports the informal resolution of problems associated with such behaviour, where appropriate, the University considers sexual harassment in all its forms to be a serious offense which may lead to a range of disciplinary measures up to, and including, dismissal or expulsion.

A complaint may be made by any person who believes that he or she has been subjected to sexual harassment by any member of the University in the course of University or University-related activities. An incident involving the University may properly be considered sexual harassment under this policy whether or not it occurs on campus, or whether or not it occurs during working hours.

Definition

For the purposes of this policy, sexual harassment is deemed to include but is not restricted to:

1. unwanted sexual attention by a person who knows or ought reasonably to know that such attention is unwanted;
2. expressed or implied promise of reward for complying with a sexually oriented request;
3. actual reprisal or an expressed or implied threat of reprisal for refusal to comply with a sexually oriented request;
4. actual denial of opportunity or an expressed or implied threat of denial of opportunity for refusal to comply with such a request; or
5. sexually oriented behaviour or gender-based abusive and unwelcome conduct or comment which has the purpose or effect of creating an intimidating, hostile or offensive environment.

Examples of sexual harassment include but are not limited to:

1. sexist remarks, jokes, innuendos or taunting about a person's body, appearance, characteristics or clothes;
2. displaying of pornographic or other sexually offensive or derogatory pictures or material;
3. persistent and unwelcome invitations or requests for 'dates';
4. leering or other sexually oriented gestures;
5. inappropriate questions or sharing of information about a person's sexuality or sexual orientation;
6. inappropriate touching;
7. sexual assault.

Sexual harassment may be physical and/or psychological in nature. One incident or a series of incidents (even where a single incident would not necessarily be considered to be harassment) may constitute sexual harassment. It may involve individuals or groups. It may take the form of excluding, on the basis of gender or sex, an individual or a group from rights or privileges to which they are otherwise entitled.

Although sexual harassment has typically involved a female victim, both males and females can be harassed by members of either sex. Although sexual harassment typically involves a person in a superior position as the initiator,

it is recognized that people in subordinate or equal positions may also be initiators. Thus sexual harassment may occur in a variety of ways, e.g., harassment of a student by a student; or of a staff member by a staff member; or of a student by a staff member; or of a staff member by a student.

Implementation

The University shall establish mechanisms to give effect to this policy. These mechanisms shall include:

1. articulation of procedures that deal with the handling of complaints and the responsibilities of administrative officers in respect of complaints and any disciplinary action arising therefrom;
2. the appointment of a Sexual Harassment Investigation Officer (the "Investigation Officer") whose duties shall include the investigation of complaints and provision of advice and assistance to staff members, students and administrative officers in connection with complaints;
3. the establishment and implementation of educational programs designed to enhance awareness of sexual harassment and the communication of the University's policy and procedures relating to it; and
4. the preparation of an annual report, which shall be a public document, on the number, type and disposition of cases of sexual harassment and on educational and other activities related to the prevention of sexual harassment and that such report be a public document.

PROCEDURES RELATING TO THE POLICY ON SEXUAL HARASSMENT

Responsibility of Administrative Officers *

* An administrative officer refers to the President, Provost, Vice-Provosts, Vice-Presidents, Comptroller, Deans of Faculties, Directors of Schools, Heads of Departments, Heads of Administrative Units, Heads of Colleges, Director of Libraries and their respective staffs. It should be noted the term "respective staffs" includes any person who has sufficient authority to take or ensure the taking of remedial action. Where the respondent is a student, the administrative officer shall be his/her Dean/Director.

University administrative officers are expected to contribute positively to the development of an environment in which sexual harassment does not occur. They are also expected to deal expeditiously and fairly with any instances or allegations of sexual harassment, of which they are aware or ought reasonably to be aware, and to contact the Investigation Officer whether or not there has been a complaint.

Since failure to act could be interpreted as condoning the prohibited behaviour and may in itself be construed as a human rights offence, administrative officers must act promptly. They must keep a written record of the date, time and nature of the incident(s), the names of any witnesses and the steps taken to deal with the situation. The administrative officer shall cooperate with the Investigation Officer.

Confidentiality

All enquiries shall be treated in strict confidence. Complainants and respondents shall be protected with respect to records as provided for in appropriate University policies and collective agreements.

Handling of Complaints

If students and staff members believe that they have been subjected to sexual harassment they should take direct action, if possible, such as making the unease and/or disapproval known to the respondent immediately and consulting with the Investigation Officer and/or appropriate administrative officer. Complaints of sexual harassment should be brought forward as soon as possible having due regard to the circumstances.

Where there is a complaint involving sexual harassment and the respondent is unknown, the administrative officer and/or Investigation Officer shall make reasonable efforts to identify the respondent. The University may cause an investigation to be conducted in the absence of a complaint in circumstances where it deems it appropriate to do so.

Informal Complaints

A complainant who wishes to resolve informally a complaint involving sexual harassment should seek advise, counselling, or assistance from the Investigation Officer and/or the appropriate administrative officer. An administrative officer who receives an informal complaint of sexual harassment shall immediately inform the Investigation Officer and, in consultation with the Investigation Officer, shall endeavour to deal with the matter expeditiously and fairly. Where an informal complaint cannot be resolved, the complainant shall be advised to file a written complaint.

Written Complaints

A written complaint is a complaint made in writing and submitted to an administrative officer or the Investigation Officer. The written complaint should include all pertinent details of the alleged incident(s) on which the complaint is based.

An investigation can only be launched by the Investigation Officer upon receipt of a written complaint. If a written complaint is received, the Investigation Officer, in consultation with the appropriate administrative officer, shall determine whether the alleged incident(s) on which the complaint is based would fall within the definition of sexual harassment as set out in the Policy on Sexual Harassment. If in the opinion of the Investigation Officer the alleged incident(s) would not constitute sexual harassment as set out in the Policy, the complainant and the appropriate administrative officer shall be so advised and there shall be no further investigation of that complaint by the Investigation Officer.

If in the opinion of the Investigation Officer the alleged incident(s) would constitute sexual harassment as set out in the Policy, an investigation shall be launched. The investigation should be concluded as expeditiously as possible. However, if in the opinion of the Investigation Officer, it would be appropriate for the complainant and the respondent to seek resolution through mediation, and where they both consent to do so, the Investigation Officer may interrupt the investigation for such period(s) of time as he/she considers reasonable to facilitate such a resolution. Any such resolution may provide for withdrawal of the complaint or a portion thereof.

Investigation Procedures

The following procedures shall apply to investigations conducted under the Policy:

1. The Investigation Officer shall:
 - a. notify the respondent in writing that an investigation is proceeding;
 - b. provide the respondent with a copy of the written complaint by hand delivering, or causing to be hand delivered, the complaint to him/her;
 - c. advise the respondent in writing that he/she may wish to consult with his/her union (in the case of unionized staff) or with counsel (in the case of non-unionized staff and students);
 - d. allow the respondent a reasonable period of time to consult with his/her union, counsel or other representative;
 - e. investigate the complaint, in consultation with the appropriate administrative officer, and interview the complainant and the respondent, if possible. The complainant or respondent may be accompanied during the interview by a representative, for example a union representative (in the case of unionized staff) or counsel (in the case of non-unionized staff and students).
 - f. report the results of the investigation to the appropriate administrative officer and to the Vice-President (Administration).

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2. The Vice-President (Administration), after consultation with the appropriate administrative officer, shall determine the course of action to be taken and shall inform the appropriate administrative officer, the Investigation Officer, the complainant and the respondent of that determination in writing.

3. In the event that the Investigation Officer is unable to carry out one or more of the steps in 1(a) to (f) of the procedures, the Investigation Officer shall seek written authorization from the Vice-President (Administration) for a departure from these procedures.
4. No record of a complaint shall be kept in the complainant's personal file unless the Investigation Officer determines that the complaint was frivolous or vexatious.
5. All information pertaining to a written complaint of sexual harassment shall be retained by the Investigation Officer. All personal files shall be subject to University policy or the provisions of the appropriate collective agreement.
6. Where the respondent is a member of the Executive Group as defined under Policy 603: any reference to the Vice-President (Administration) under 1(f) and 2 of the Investigation Procedures section and under the Appeals section is deemed to be a reference to the President, or to the Chair of the Board of Governors, if the President is the respondent.

Frivolous or Vexatious Complaints

The University may take disciplinary action against a complainant in cases where frivolous or vexatious complaints are submitted.

Interference or Retaliation

Interference with the conduct of an investigation or retaliation against a complainant or witness, whether the complaint was substantiated or unsubstantiated, may itself result in disciplinary action by the University. A breach of confidentiality by any individual with respect to a complaint may also constitute interference or retaliation.

Appeal

Any decision of the Vice-President (Administration) may be appealed by the respondent through the procedures set out in the appropriate grievance procedure, or if the respondent is a student, in accordance with the Student Discipline By-Law directly to the University Discipline Committee.

Other Proceedings

It should be noted that a person alleged to have engaged in sexual harassment may be subject to civil and/or criminal proceedings whether or not a complaint has been filed under these procedures or an investigation completed and regardless of any course of action taken as a result.

DELETE ??

LETTER OF UNDERSTANDING

SEPTEMBER 1998

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

RE: SAFETY GLASSES/FULL-TIME EMPLOYEES

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 1998 for the 1998-2001 UM-CAW Collective Agreement.

- 1. This Letter re: Safety Glasses applies to full-time employees only.**
- 2. Where an employee wears prescription glasses and safety glasses are required on the job, the University will reimburse the employee for the cost difference between "regular" glasses and "safety" glasses to a maximum of \$XX.00 per "X" years upon presentation of a valid receipt. ****

****** Following the conclusion of collective bargaining, the UM and the CAW will draft the applicable criteria/questions on the cost of the difference between "regular" prescription glasses and "safety" glasses, following which UM HR will send same in the form of a letter to (1) Lens Crafters; (2) Focal Point (on Campus); and (3) Oakley Optical to determine the said cost difference.

Glasses are normally replaced approximately once every 5 years ??

LETTER OF UNDERSTANDING

SEPTEMBER 1998

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN AUTO WORKERS, LOCAL 3007

RE:FOOD SERVICES
SCHEDULING OF CASUAL WORK/NON-REGULAR OPERATING PERIOD
(SUMMER, CHRISTMAS BREAK, MID-TERM BREAK)

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 1998 for the 1998-2001 UM-CAW Collective Agreement.

With respect to the matter of - Food Services/Scheduling of Casual Work/Non-Regular Operating Period (Summer, Christmas Break, Mid-Term Break) (Pg 112/96-98) - and changing item C.8.- as follows:

From: "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".

To: "8. Non-Regular Operating Period casual work will be scheduled in advance of the casual work and for a minimum of a one (1) week period - Sunday through Saturday".

The Parties agreed that following the conclusion of collective bargaining, the UM and the CAW will meet and discuss the said items, with the intent being to reach an appropriate resolution of the issues arising from said items.

February 20, 1997

**Mr. Dennis McFaren
President
CAW Local 3007
PO Box 81
University Centre
University of Manitoba**

Dear Mr. McFaren,

RE: ABUSE OF SICK LEAVE AND SURVEILLANCE

This letter will serve to confirm the right of the University of Manitoba as an Employer, in any given instance where the Employer suspects an employee of abuse of Sick Leave, to utilize actions such as, but not limited to, surveillance of the employee.

The reasons for this letter are as follows:

1. During UM-CAW collective bargaining in 1996/97 for the 1996-98 UM-CAW Collective Agreement, the University raised the matter of abuse of Sick Leave and in those discussions stated that while nothing in the Collective Agreement precludes the Employer from doing so and therefore it is an Employer right to take actions, such as surveillance - as a further and published deterrent to the abuse of Sick Leave - proposed that a statement be contained in the Sick Leave Article of the Collective Agreement stating that (quote) "in any given instance where the Employer suspects an employee of abuse of Sick Leave, the Employer may utilize actions such as, but not limited to, surveillance of the employee"; and
2. While the CAW would not agree to such statement being contained in the Collective Agreement, however, they (the CAW) did agree that it is an Employer right to take actions, such as surveillance.

Therefore, for greater certainty, the purpose of this letter is to confirm that Employer right, ie. the right of the University, as an Employer, in any given instance where the Employer suspects an employee of abuse of Sick Leave, to utilize actions such as, but not limited to, surveillance of the employee.

Yours truly,

**Lloyd Schreyer
Assistant Director
Human Resources**

cc UM Negotiating Committee
Mr. B. Rozander, CAW Local 3007
Mr. D. Paterson, CAW

February 20, 1997

**Mr. Dennis McFaren
President
CAW Local 3007
PO Box 81
University Centre
University of Manitoba**

Dear Mr. McFaren,

RE:BOBCAT - BANNATYNE CAMPUS

This matter was raised by the CAW during UM-CAW collective bargaining in 1996/97 for the 1996-98 UM-CAW Collective Agreement.

In response to same, this letter will confirm that the University will undertake to provide the necessary training to those employees at the UM Bannatyne Campus who are required to operate the Bobcat.

Yours truly,

**Lloyd Schreyer
Assistant Director
Human Resources**

cc UM Negotiating Committee
Mr. B. Rivers, UM Physical Plant
Mr. R. Mejia, UM Physical Plant/Bannatyne Campus
Mr. B. Rozander, CAW Local 3007
Mr. D. Paterson, CAW

September 7, 1992

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

Dear Mr. Paterson,

RE:HEALTH AND SAFETY

The matter of "Health and Safety" was raised by the CAW in collective bargaining between the University of Manitoba (UM) and the CAW Local 3007 for renewal of the current (1989-92) Collective Agreement between the Parties.

In order to address this matter, following the signing of the (new) (1992-94) Collective Agreement by the Parties, the University, upon request by the CAW, will meet with the Union to undertake the following:

1. To identify any and all concerns relating to the matter of "Health and Safety" such as:
 - (a) CAW involvement in the UM Health & Safety Program and Health & Safety Committee structure;
 - (b) Health & Safety training programs;
 - (c) Safety inspections of the workplace;
 - (d) Accident investigations;
 - (e) The right to refuse to do "unsafe work"; and
2. Attempt to arrive at a mutually acceptable resolution to identified concerns.

This letter will be contained in the back of the 1992-94 (and subsequent) UM-CAW Collective Agreement booklet(s).

Yours truly,

**Lloyd Schreyer
Assistant Director
Employee Relations**

September 7, 1992

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

Dear Mr. Paterson,

RE:ARTICLE 28. STAFF BENEFITS

The matter of the "Staff Benefits" was raised by the CAW in collective bargaining between the University of Manitoba (UM) and the CAW Local 3007 for renewal of the current (1989-92) Collective Agreement between the Parties.

In response, this will confirm that there will be no reduction in the UM Staff Benefits set out in Article 28 of the (new) (1992-94) Collective Agreement for the life of the said Collective Agreement.

This letter will be contained in the back of the 1992-94 (and subsequent) UM-CAW Collective Agreement booklet(s).

Yours truly,

Lloyd Schreyer
Assistant Director
Employee Relations

UM
SEPTEMBER 28, 1998 TO SEPTEMBER 30, 2000

COMMENCING SEPTEMBER 28, 1998

>> CERTIFIED TRADES <<

	<u>Construction Trade/Date/Rate</u>	<u>UM Trade (Certified)/Date/Rate @ 90%</u>
1.	Plumber-Steamfitter Air Conditioning Mechanic Controls Mechanic Electronic Controls Technician Welder	
	Sept 28/98 \$26.80/hr	Sept 28/98 \$24.12/hr (90.00%)
	May 1/99 \$27.10/hr	May 1/99 \$24.39/hr (90.00%)
	May 1/2000 \$27.70/hr	May 1/2000 \$24.93/hr (90.00%)
2.	Electrician/Construction	Electrician
	Sept 28/98 \$26.35/hr	Sept 27/98 \$23.13/hr (87.78%)
	May 1/99 \$26.95/hr	Sept 28/98 \$23.72/hr (90.00%)
	May 1/2000 \$27.55/hr	May 1/99 \$24.26/hr (90.00%)
		May 1/2000 \$24.80/hr (90.00%)
3.	Carpenter/Construction	Carpenter Cabinet Maker
	Sept 28/98 \$23.02/hr	Sept 27/98 \$20.36/hr (88.52%)
	May 1/99 \$23.32/hr	Sept 28/98 \$20.72/hr (90.00%)
	May 1/2000 \$23.67/hr	May 1/99 \$20.99/hr (90.00%)
		May 1/2000 \$21.30/hr (90.00%)
4.	Painter/Construction	Painter
	Sept 28/98 \$19.43/hr	Sept 27/98 \$17.68/hr (90.99%)
	Oct 1/99 \$19.43/hr	Sept 28/98 \$17.68/hr (90.99%)
	May 1/2000 \$19.83/hr	Oct 1/99 \$17.68/hr (90.99%)
		May 1/2000 \$17.85/hr (90.00%) *
		* Freeze until 90% exceeds \$17.68
5.	Insulator/Construction	Insulator

Sept 28/98	\$19.60/hr	Sept 27/98	\$17.46/hr (89.09%)
Nov 30/98	\$20.05/hr	Sept 28/98	\$17.64/hr (90.00%)
May 1/99	\$20.55/hr	Nov 30/98	\$18.05/hr (90.00%)
May 1/2000	\$21.10/hr	May 1/99	\$18.50/hr (90.00%)
		May 1/2000	\$18.99/hr (90.00%)

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UM
 SEPTEMBER 28, 1998 TO SEPTEMBER 30, 2000

COMMENCING SEPTEMBER 28, 1998

>> CERTIFIED TRADES <<

Construction Trade/Date/Rate UM Trade (Certified)/Date/Rate @ 90%

- | | | | | |
|----|--------------------------------|-----------------------------------|------------------------------------|-----------------------|
| 6. | Plasterer/Construction | Plasterer/Tilesetter | | |
| | Sept 28/98 | \$21.50/hr | Sept 27/98 | \$19.08/hr (88.74%) |
| | Currently Negotiating/Dec 98 | | Sept 28/98 | \$19.35/hr (90.00%) |
| | May 1/99 | \$/hr | May 1/99 | \$/hr (90.00%) |
| | May 1/2000 | \$/hr | May 1/2000 | \$/hr (90.00%) |
| 7. | Elevator Mechanic/Construction | Elevator Mechanic | | |
| | Feb 12/98 | \$25.67/hr | Sept 27/98 | \$24.08/hr (93.80%) |
| | Feb 01/99 | \$26.12/hr | Sept 28/98 | \$24.08/hr (93.80%) |
| | Feb 01/2000 | \$26.56/hr | Feb 01/2000 | \$24.08/hr (90.66%) |
| | Feb 01/2001 | \$27.01/hr | Feb 01/2001 | \$24.31/hr (90.00%) * |
| | | | * Freeze until 90% exceeds \$24.08 | |
| 8. | Millwright/Construction | Industrial Mechanic Class A (90%) | | |
| | Sept 28/98 | \$25.49/hr | Sept 27/98 | \$22.04/hr (86.47%) |
| | Nov 30/98 | \$26.04/hr | Sept 28/98 | \$22.94/hr (90.00%) |
| | May 1/99 | \$26.59/hr | Nov 30/98 | \$23.44/hr (90.00%) |
| | May 1/2000 | \$27.24/hr | May 1/99 | \$23.93/hr (90.00%) |
| | | | May 1/2000 | \$24.52/hr (90.00%) |
| 9. | Millwright/Construction | Industrial Mechanic Class B (85%) | | |
| | | | Sept 27/98 | \$20.82/hr (81.68%) |

Sept 28/98	\$25.49/hr	Sept 28/98	\$21.67/hr (85.00%)
Nov 30/98	\$26.04/hr	Nov 30/98	\$22.13/hr (85.00%)
May 1/99	\$26.59/hr	May 1/99	\$22.60/hr (85.00%)
May 1/2000	\$27.24/hr	May 1/2000	\$23.15/hr (85.00%)

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UM
SEPTEMBER 28, 1998 TO SEPTEMBER 30, 2000
COMMENCING SEPTEMBER 28, 1998

>> **UNCERTIFIED TRADES** <<

<u>Rate</u>	<u>UM (Certified) Trade/Date/Rate @ 90% of Construction Rate</u>	<u>UM (Uncertified) Trade/Date/Rate @ 83% of UM (Certified) Trade</u>
1.	Plumber-Steamfitter Air Conditioning Mechanic Controls Mechanic Electronic Controls Technician Welder	Plumber (Uncertified) Welder (Uncertified)
	Sept 27/98 \$23.27/hr (86.82%) Sept 28/98 \$24.12/hr (90.00%) May 1/99 \$24.39/hr (90.00%) May 1/2000 \$24.93/hr (90.00%)	Sept 27/98 \$19.31/hr (83%) Sept 28/98 \$20.02/hr (83%) May 1/99 \$20.24/hr (83%) May 1/2000 \$20.69/hr (83%)
2.	Electrician	Electrician (Uncertified)
	Sept 27/98 \$23.13/hr (87.78%) Sept 28/98 \$23.72/hr (90.00%) May 1/99 \$24.26/hr (90.00%) May 1/2000 \$24.80/hr (90.00%)	Sept 27/98 \$19.20/hr (83%) Sept 28/98 \$19.69/hr (83%) May 1/99 \$20.14/hr (83%) May 1/2000 \$20.58/hr (83%)
3.	Carpenter Cabinet Maker	Carpenter (Uncertified) Cabinet Maker (Uncertified)
	Sept 27/98 \$20.36/hr (88.52%) Sept 28/98 \$20.72/hr (90.00%) May 1/99 \$20.99/hr (90.00%) May 1/2000 \$21.30/hr (90.00%)	Sept 27/98 \$16.90/hr (83%) Sept 28/98 \$17.20/hr (83%) May 1/99 \$17.42/hr (83%) May 1/2000 \$17.68/hr (83%)

4.	Painter		Painter (Uncertified)
	Sept 27/98	\$17.68/hr (90.99%)	Sept 27/98 \$14.67/hr (83%)
	Sept 28/98	\$17.68/hr (90.99%)	Sept 28/98 \$14.67/hr (83%)
	Oct 1/98	\$17.68/hr (90.99%)	Oct 1/98 \$14.67/hr (83%)
	May 1/2000	\$17.85/hr (90.00%)	May 1/2000 \$14.82/hr (83%)

5.	Elevator Mechanic		Elevator Mechanic (Uncertified)
	Sept 27/98	\$24.08/hr (93.80%)	Sept 27/98 \$19.99/hr (83%)
	Sept 28/98	\$24.08/hr (93.80%)	Sept 28/98 \$19.99/hr (83%)
	Feb 01/2000	\$24.08/hr (90.66%)	Feb 01/2000 \$19.99/hr (83%)
	Feb 01/2001	\$24.31/hr (90.00%)	Feb 01/2001 \$20.18/hr (83%)

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**UM
SEPTEMBER 28, 1998 TO SEPTEMBER 30, 2000**

COMMENCING SEPTEMBER 28, 1998

>> SENIOR TRADES <<

	<u>UM Trade/Date/Rate</u> <u>(@ 90% of Construction Rate)</u>	<u>Senior UM Trade/Date/Rate</u> <u>(@ 107% of UM Trade Rate)</u>
1.	Plumber-Steamfitter	Senior Tradesperson
	Air Conditioning Mechanic	
	Controls Mechanic	
	Electronic Controls Technician	
	Welder	
	Sept 27/98 \$23.27/hr (86.82%)	Sept 27/98 \$24.90/hr (107%)
	Sept 28/98 \$24.12/hr (90.00%)	Sept 28/98 \$25.81/hr (107%)
	May 1/99 \$24.39/hr (90.00%)	May 1/99 \$26.10/hr (107%)
	May 1/2000 \$24.93/hr (90.00%)	May 1/2000 \$26.68/hr (107%)
2.	Electrician	Senior Tradesperson
	Sept 27/98 \$23.13/hr (87.78%)	Sept 27/98 \$24.75/hr (107%)
	Sept 28/98 \$23.72/hr (90.00%)	Sept 28/98 \$25.38/hr (107%)
	May 1/99 \$24.26/hr (90.00%)	May 1/99 \$25.96/hr (107%)
	May 1/2000 \$24.80/hr (90.00%)	May 1/2000 \$26.54/hr (107%)
3.	Carpenter	Senior Tradesperson

Cabinet Maker

Sept 27/98	\$20.36/hr (88.52%)	Sept 27/98	\$21.79/hr (107%)
Sept 28/98	\$20.72/hr (90.00%)	Sept 28/98	\$22.17/hr (107%)
May 1/99	\$20.99/hr (90.00%)	May 1/99	\$22.46/hr (107%)
May 1/2000	\$21.30/hr (90.00%)	May 1/2000	\$22.79/hr (107%)

4. Elevator Mechanic

Sept 27/98	\$24.08/hr (93.80%)
Sept 28/98	\$24.08/hr (93.80%)
Feb 01/2000	\$24.08/hr (90.66%)
Feb 01/2001	\$24.31/hr (90.00%)

Senior Tradesperson

Sept 27/98	\$25.77/hr (107%)
Sept 28/98	\$25.77/hr (107%)
Feb 01/2000	\$25.77/hr (107%)
Feb 01/2001	\$26.01/hr (107%)