

OCTOBER 1, 2001 - SEPTEMBER 30, 2004

AGREEMENT

BETWEEN:

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

• and •



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

NEGOTIATING COMMITTEES

2001-2004 UM-CAW COLLECTIVE AGREEMENT

FOR THE UNIVERSITY OF MANITOBA

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Mr. Brian Rivers
Mr. Eugene Clune
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**Mrs. Debbie McCallum
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**FOR THE CANADIAN AUTO WORKERS (CAW)
LOCAL 3007**

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**Mr. Brian Kelly
Mr. Bud Henry
Ms. Joanne Blanchette
Mr. Dale Stiles**

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.

CAW Canada
CAW Local 3007

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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 _____

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.

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 notify the Union in writing as to the rate of pay for the new or revised classification.

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

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

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

2.5 Inclusions In/Exclusions From Bargaining Unit

Any disagreement between the Employer and the Union on whether or not any given classification, position, or work falls within the CAW bargaining unit

(MLB Certificate No. MLB-5144), may be referred to the Manitoba Labour Board for a ruling, in accordance with the Labour Relations Act of Manitoba.

2.6 Classification Specifications

Classification specifications 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, **the employee** shall be subject to immediate deduction of dues.

Proof of acceptance referred to above shall be, in a case of a student of the University of Manitoba, a letter from the Admissions Office confirming that the student is accepted or enrolled in a full-time program of study, or in the case of another school, a letter from an authority of that school confirming that the student has been accepted or enrolled in a full-time program of study.

2.8 Excluded Persons Performina Work of Bargaining Unit

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

ARTICLE 3. UNION MEMBERSHIP

3.1 It is understood that it is the inherent right of any employee covered by this Collective Agreement to make application for membership in the Union if the employee so wishes.

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

3.3 It is further agreed that there shall be no solicitation

for membership, collection of dues or other Union activities on the premises of the Employer during working hours, except as outlined in Clause 3.4 and Article 5.

- 3.4** The Employer agrees that a member of the bargaining unit or the Union representative shall be given the opportunity of interviewing each new employee who is employed in any of the departments of the Employer set forth in Schedule "A and Schedule "B" hereof on completion of the equivalent of twenty (20) working days employment for the purpose of informing such employee of the existence of the Union at the University and of ascertaining if the employee desires to become a member. The Employer reserves the right to appoint a staff member to be present at such an interview. If requested by the Union the Employer will provide space and a fixed time for such interview each month.

ARTICLE 4. COLLECTION OF UNION DUES AND INFORMATION TO THE UNION

4.1 Union Deductions

The Employer shall deduct from the employees represented by the Union, such initiation fees, and other assessments as the Union may direct in writing from its Financial Secretary, from the biweekly 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 shall not be unreasonably denied.

Where it is necessary for a Union representative to leave the work site to attempt to remedy or investigate complaints of the employees (excluding matters related to collective bargaining) the Union representative shall first

receive approval from the supervisor. Time sheets will be submitted for each leave and the total number of hours provided by the University will not exceed 1200 hours in each fiscal year. Hours of time off in excess of the 1200 hours in each fiscal year will be paid by the Union. Where a discussion of Union business requires a meeting of a group of more than three (3) employees such meeting shall be held outside of working hours.

The Union representative shall, upon presentation of credentials, be permitted admittance at any time to any location on the campus in which the employees are working for the purpose of 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 Meetinas: 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.

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

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

be unreasonably denied.

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

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

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

ARTICLE 6. HOURS OF WORK

6.1 Hours of Work - Schedule "A"

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, except Food Services employees as per Footnote No. 3 to Schedule "A". 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.

6.3.3 Work at Other Than Normal Work Location

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

For the purpose of this Clause "normal work location"

shall mean both the Fort Garry Campus and the Bannatyne Campus, that *is*, both the Fort Garry Campus and the Bannatyne Campus are considered to be the same or one work location.

6.4 Absence From Work

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

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

6.4.2 Where an employee is absent from work without approval, such absence will be considered as unauthorized. All unauthorized absences will be without pay and may result in actions taken against the absent employee in accordance with Clause 15.6 "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 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.

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 a.m. to 6:00 p.m. shall be paid a premium for all hours worked between 6:00 p.m. and 6:00 a.m. as follows:

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 the Head. 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 the completion of work and subsequent starting time. A callback shall not apply where an employee is notified before going home that **the employee** is required to report at a different time for work for the subsequent day.

- 7.2.2** Any employee called back to duty shall be paid **for** all overtime worked at the rate of double (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.

7.2.5 Statutory Holidays - Schedule "A"

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

7.3 Payment for Authorized Overtime - Schedule "B"

See Footnote No. 2 - Schedule "B"

7.4 Meal Allowance

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

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

In cases where overtime is scheduled and the employee works for more than eight (8) consecutive hours the Employer will provide a meal after eight (8) hours of work and every four (4) hours thereafter. When overtime is scheduled for three (3) or more hours immediately following a regular shift, a meal will be provided or paid for.

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

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

7.5 Banking of Overtime

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

The employee will be allowed to bank unlimited hours, but all banked overtime accumulated up to the pay period ending on or about November 30th, and in excess of 100 hours, may be paid off in the following month. The Employer reserves the right to pay out all accumulated overtime when an employee moves from one department to another (i.e. Physical Plant, Food Services, Residences).

7.6 Banking of Regular Time

When an employee 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.

7.9 Extended Work Periods • Schedule “A”

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

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

8.5 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 the employee must provide a medical certificate to the Employer for all future absences.

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

8.5.2 Medical Certificate - Lengthy Absence

In cases of sickness or medical absence of a lengthy duration the employee should keep **the** Supervisor or Department Head informed of **the employee's** 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 **their** doctor *to* make available the required information to the doctor appointed by the Employer and shall substantiate that this has been done.

Such medical reports shall be treated as confidential between the employee, the doctor and 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, the 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 **the employee** does not work provided:

- (i) **the employee** 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) **the employee** is not absent from work without the Supervisor's consent either on the regular working day immediately preceding or following the holiday, unless the absence is by reason of established illness; and the employee has notified the Employer in accordance with Clause 8.4; and
- (iii) **the employee** has not prior to the day of the holiday voluntarily terminated employment.

An employee so entitled to pay for a holiday in which the employee does not work will be paid for the holiday an amount equal to the average daily earnings (exclusive of overtime) of the days in which the employee 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.
- (c)** An employee who does not work on the day the holiday falls:
 - (i)** Is paid holiday entitlement for that day and has no further holiday entitlement if **the employee** would have been scheduled to work on that day.
 - (ii)** Is assigned another day in lieu thereof if **the employee** would not have been scheduled to work on that day. The day assigned in lieu thereof shall be within the week in which the holiday occurs either immediately preceding or following scheduled days off or at another time

by mutual agreement between the employee and the Employer. An employee who works on the day assigned in lieu is paid overtime in accordance with Article 7 in addition to holiday entitlement.

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

9.4 Christmas-New Year's Break

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>
Accumulated Service in Years at March 31st	Days of Vacation per Biweekly Period Worked	Days of Vacation Per Annum *(For 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.

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

10.7 Vacation and Leave of Absence

Where leave of absence without pay is used to extend vacation the period of leave shall follow the paid vacation period.

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>	_____
Accumulated Service in Years at March 31st	Vacation Pay (Percentage)
00.00 to 5.99	06 %
06.00 to 11.99	08 %
12.00 to 19.99	10 %
20.00 or more	12 %

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

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

10.10 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 _ 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.

11.2 Application of Seniority

Seniority shall apply to the following:

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

11.3 Definition of Service

An employee's Service will begin with the first day of employment and shall be the cumulative amount of time which the employee has worked for the

Employer. All service shall be stated in equivalent of years of service to two (2) decimal places (i.e. 6.18 years: 11.23 years, etc.) prorated on the following basis:

A year of service for an employee working 40 hours per week shall be 2080 hours;

A year of service for an employee working 38 $\frac{3}{4}$ 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 the last full week worked.

No employee may, by reasons of working extra hours, receive credit for more than one (1) year of service during a one (1) year period.

11.4 Application of Service

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

11.5 Loss of Seniority/Service

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

- (a)** Voluntarily quits or retires from the employ of the Employer (voluntarily quits includes resignation pursuant to Clause 15.6 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 **the employee's** intention to **so** return or fails to report for work on the date and at the time specified in said notice. (See also Clause 12.14 Lay Off and Recall). It shall **be** the duty of

the employees to notify the Employer promptly of any change of their address. If any employee shall fail to do this the Employer will not be responsible for failure of such notice to reach the employee;

- (e) Leaves the bargaining unit as provided in Clause 11.8 and does not return within the required sixty (60) working days.

11.6 Seniority List

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

The most recent Seniority List posted by the Human 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 June 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 remain open until September 30th for an appeal in case of error. 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 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

Within two (2) weeks of notification by the employee of the employee's intention to retire, the Employer shall provide to the Union the

names and retirement dates of the retirees.

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

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

12.1 Employee/Position Definitions

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

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

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

Regular Full-Time Seasonal Employee/Position:

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

Regular Part-Time Seasonal Employee/Position:

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

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."

12.3 Application for Job Posting Vacancy, Appointment and Notification

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

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

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

12.4 Limitation on Application for Vacancy

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

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

12.5 Selection For Vacant Positions

The Employer agrees that senior employees shall have preference for vacant positions posted in accordance with Clause 12.2 so far as it is practicable to do so and provided that their qualifications are relatively equal.

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 the employee 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.

12.8 Trial Period

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

12.9 Reclassification

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

Where the Employer reclassifies a job, and the incumbent is not qualified to perform the reclassified job, the Employer will provide the incumbent with the necessary training for the reclassified job.

12.10 Return from Disability

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

- (a) For medical reasons; or
- (b) Because the employee is no longer qualified for their former position; or

- (c) Because **the** former position has been filled in accordance with Clause 12.2 of the Collective Agreement; or
- (d) Because it has been determined that the position is no longer required;

Shall be subject to the following provisions:

- (e) The employee shall receive fifteen (15) working days written notice (without pay) of lay off.
- (f) A meeting will be arranged with the employee, a Union representative and a representative of the Human 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 **the employee** wishes to exercise **their** seniority.

12.11 Temporary Assignments

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

12.12 Temporary Appointment Out of Bargaining Unit

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

12.13 Assignment of Casual Work - General

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

- (a) Casual work is work which is either full-time or part-time but which is not expected to exist for more than six (6) months or work that is available on a casual or intermittent or as required basis.
- (b) A Work Unit shall mean either Physical Plant, Food Service or Residence.
- (c) An employee's Work Unit means the Work Unit in which the employee has a posted position or normally works in and is currently working in or is laid off from.
- (d) To be considered eligible for casual work, an employee must be either laid off and/or available for such casual work.
- (e) Laid off means the employee has received a Notice of Lay Off and either did not exercise seniority rights or was not placed in another classification position but is still in **the** "retention of seniority period" - see also Clause 12.16.
- (f) Available means:
 - (1) The laid off employee, in accordance with Clause 12.13 (g) or (h) has indicated, in writing,

within five (5) days of receipt of **the** notice of lay off, that **the employee** is available for casual work.

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

- or -

- (2) The employee is working for the Employer but is working less than full-time hours;

- and -

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

- and -

- (4) The combination of the employee's regular work hours and the casual work hours would not exceed full-time hours of work per day (7 $\frac{3}{4}$ hours) or per week (38 $\frac{3}{4}$ hours).

- (g) For casual work within an employee's own Work Unit, eligible employees must indicate in writing **to** the Director of that Work Unit, their availability for such employment.

Preference will be given to senior employees for available work provided that they meet the basic qualifications for the work **to** be performed.

- (h) For casual work outside an employee's own Work Unit, eligible employees must submit an application in writing to the Director of the Work Unit in which they are seeking casual work. The application must outline the employee's qualifications to perform work within the Work Unit in which they are seeking employment.

Preference will be given to senior employees for available work provided that they meet the basic qualifications for the work to be performed.

12.13.1 Assignment of Work - Food Service

The definitions and procedures which apply specifically to the assignment and scheduling of work in Food Service are set out in Footnote No. 3 of the Collective Agreement.

12.13.2 Work Being Performed by Students

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

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

seniority if their qualifications are relatively equal.

12.14 Lay Off And Recall

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

12.14.1 Applicable To

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

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

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

12.14.2 Definitions

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

- (a) Notice of Lay Off means the notice issued to the employee by the Employer that the employee's position is going to be discontinued.

- (b) Exercise of Seniority means placement of an employee whose position has been discontinued into a vacant position or the displacement (bumping) by the employee of a less senior employee.
- (c) Lay off means the lay off of an employee who has received a Notice of Lay Off and either does not exercise seniority rights or is not placed in another classification/ position. See also Clause 12.16 "Retention of Seniority Period".
- (d) Recall means the recall of a laid off employee to a position within **their** former (pre-lay off) classification.

Recall shall apply for eighteen (18) months after date of lay off.

- (e) Return to former position means the return of an employee (from a position to which **the employee** has been placed as a result of the discontinuance of their former position) to a position within **the** former (pre-discontinuance) classification.

Return to former position shall apply for eighteen (18) months from date of placement into current position.

12.14.3 **Notice of Lay Off**

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

The Notice shall advise the employee of the following:

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

A copy of the Notice of Lay Off shall be sent to the Human Resources Department and to the Union.

12.14.4 Options

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

(a) Exercise Seniority Rights:

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

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

qualified for **the** position), the employee may "bump" the least senior incumbent/employee in the classification providing the employee has greater seniority than the incumbent.

- (8)** In the implementation of Clause 12.14.4 (a) (3) to (7), an employee shall be entitled to exercise seniority for placement in a vacant position or "bump" into a position with the same hours of work and within the same shift as applied in the position from which the employee was laid off from, providing that such a vacant or "bump" position exists within the criteria provided for in Clause 12.14.4 (a) (3) to (7).

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

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

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

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

position subject to the following:

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

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

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

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

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

(b) Lay Off Subject to Recall:

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

- (1)** An employee may be recalled to **the** former **classification/position** for up to eighteen (18) months from the date of **the** lay off.

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

(c) "Recall From Lay Off" Versus "Return to

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.

12.15 Lay Off - Casual Employees

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

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

12.16 Retention of Seniority Period

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

ARTICLE 13. LEAVE OF ABSENCE

13.1 General Leave

If circumstances permit the Employer shall grant leave of absence without pay, 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.

13.2.1 Spouse - Definition

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

The person declared by the employee who:

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

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

13.3 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 salary and benefits continued and the University shall bill the Union for the cost of same. The Union shall reimburse the University within thirty (30) days of receipt of billing.

13.4 Jury Duty

Should any employee be called to perform jury duty on normally scheduled days of work, shall upon request to **their** supervisor be granted leave of absence and be paid basic rate of pay. The employee shall remit to the Payroll Office any monies received for jury duty on 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 (Plan A) In order to qualify for Plan A, a pregnant employee must be currently working for the Employer and:

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

13.5.2 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 without pay following the end of the maternity leave shall be considered as a separate parental leave of absence without pay.

13.5.3 An employee who wishes to resume employment on the expiration of leave granted in accordance with the above shall be reinstated by the Employer in the position occupied by the employee at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

PLAN B Maternity Leave With Maternity Leave Allowance

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

13.5.5 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 paid employment with the Employer immediately prior to the date on which the proposed maternity leave commences;

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

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

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

under (a) and/or (b) above, the employee is indebted to the Employer for the full amount of the pay received from the Employer as a maternity leave allowance during the entire period of maternity leave.

13.5.7 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 the employee's weekly rate of pay;

- (b) for up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the E.I. benefits the employee is eligible to receive and ninety-five percent (95%) of the employee's weekly rate of pay;
- (c) the maternity leave allowance can be taken any time between the tenth week before the expected birth week and seventeen (17) weeks after the actual birth. It must be taken in one consecutive seventeen (17) week period.

13.5.9 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 (1) 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 a 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 For the purposes of Plan B an employee's "weekly

rate of pay" for any week is the amount which the employee would have earned in that week had the employee worked the regular full-time hours of work as per Clause 6.1. This amount is neither increased nor decreased as a result of either a paid holiday or the Christmas-New Year's vacation entitlement failing during any given week of maternity leave under Plan B.

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

13.5.16 For the purposes of calculating the successful completion of a trial period, employees taking a maternity leave under Plan B shall be considered to be on a leave of absence without pay.

13.5.17 An employee may end the maternity leave early by giving the Employer notice two (2) weeks prior to the day the employee wishes to end the leave.

PLAN B Parental Leave For Adoption With Parental Leave Allowance

13.6.1 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 parental leave benefits.

13.6.2 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 paid employment with the Employer immediately prior to the date on which the proposed parental leave commences;
- (b) submit to the Employer an application in writing for leave under Plan B at least four (4) weeks before the day specified by the employee in the application as the day on which the employee intends to commence such leave;
- (c) provide the Employer with a statutory declaration that the employee is the primary care giver of an adopted child;
- (d) provide the Employer with proof that the employee has applied for Employment Insurance benefits and that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act, 2000.

13.6.3 An applicant for parental leave for adoption under Plan B must sign an agreement with the Employer providing that:

- (a) the employee will return to work in the position occupied by the employee at the time such leave commenced or in a comparable position with not less than the same wages and benefits and will remain in the employ of the Employer on a full-time basis for at least six (6) months following the return to work; and
- (b) the employee will return on the date of the expiry of the parental leave for adoption or any additional unpaid parental leave taken

immediately following the parental leave for adoption unless the date is modified with the agreement of the Employer; and

- (c) if the employee fails to return to work as provided under (a) or (b) above, the employee is indebted to the Employer for the full amount of the pay received from the Employer as a maternity leave allowance during the entire period of parental leave for adoption.

13.6.4 An employee who qualifies is entitled to a parental leave for adoption consisting of:

- (a) a period not exceeding seventeen (17) weeks as set out in clause 13.6.5.

13.6.5 During the period of parental leave for adoption, an employee who qualifies is entitled to an parental leave for adoption allowance in accordance with the following:

- (a) for the first two (2) weeks an employee shall receive ninety-five percent (95%) of the employee's weekly rate of pay;
- (b) for the weeks during which **an** employee is in receipt of Employment Insurance parental leave for adoption 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 the employee's weekly rate of pay;
- (c) for the weeks during which the employee is in

receipt of further Employment insurance parental leave for adoption benefits, up to a maximum of five (5) more additional weeks where:

- (1) The adopted child is six (6) 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 in additional period of parental care;

Then the employee in receipt of such further Employment Insurance Parental Leave for adoption benefits, up to a maximum of five (5) more additional weeks, shall receive payments equivalent to the difference between the Employment Insurance Parental Leave for adoption benefits the employee is in receipt of and ninety-five percent (95%) of the employee's weekly rate of pay for each additional week the employee is in receipt of Employment Insurance benefits.

- (d) The parental leave for adoption must be taken in one (1) consecutive period.

13.6.6 Plan B does not apply to casual employees; part-time employees; to employees in temporary or project positions of a duration of less than one (1) year; or to positions which are subject to seasonal lay-off.

- 13.6.7** During the period of parental leave for adoption - Plan B, service and vacation entitlement will accrue.
- 13.6.8** Employees in receipt of a parental leave for adoption allowance shall not be entitled to paid leaves of absence during the period of parental leave.
- 13.6.9** Parental leave for adoption allowance shall not be considered as earned wages for the purpose of qualifying for holiday entitlement under Clause 9.2.
- 13.6.10** For the purposes of Plan B an employee's "weekly rate of pay" for any week is the amount which the employee would have earned in that week had the employee worked the regular full-time hours of work as per Clause 6.1. This amount is neither increased nor decreased as a result of either a paid holiday or the Christmas-New Year's vacation entitlement falling during any given week of maternity leave under Plan B.
- 13.6.11** Staff benefits coverage for employees in receipt of parental leave for adoption allowance shall be subject to the provisions of the various plans.
- 13.6.12** For the purposes of calculating the successful completion of a trial period, employees taking a parental leave for adoption under Plan B shall be considered to be on a leave of absence without pay.
- 13.6.13** An employee may end the parental leave for adoption early by giving the Employer notice two (2) weeks prior to the day the employee wishes to end

the leave.

13.7 Parental Leave of Absence Without Pay

An employee who has been employed by the Employer for at least seven (7) consecutive months and who adopts a child under the laws of the Province of Manitoba or becomes the natural parent of a child is entitled to an unpaid parental leave to a maximum of thirty-seven (37) weeks which may also be taken contiguous with:

- (a) seventeen (17) weeks of maternity leave (Plan A or Plan B as is applicable) taken prior to the unpaid parental leave without pay;
- (b) up to seventeen (17) weeks of parental leave for adoption leave (Plan B) taken prior to the unpaid parental leave without pay;

for those employees who qualify for such leaves.

Employees wishing to take a parental leave of absence without pay must provide written notice to the Employer at least four (4) weeks before the day specified in the notice as the day on which the employee intends to take such leave.

A parental leave without pay must commence no later than the first anniversary of the date on which the child is born or comes into the care and custody of the employee.

An employee on parental leave without pay must

provide two (2) weeks notice of intention to return to work upon expiration of the leave.

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.

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 with or without the steward involved, directly to **their** immediate Supervisor. Alternatively the employee may request the steward to present the signed grievance to the Supervisor on **the employee's** 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 **designate**. The date of such meeting shall be set by mutual agreement between the Union and the Employer. In any subsequent meetings arranged by the Vice-president (Administration) between representatives of the Union and the Employer, the Union may include a representative of the Union. All settlements of grievances between the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.

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.

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 0K1
(Telephone: 477-0484)
- 2. Ms. Diane Jones Q.C.**
c/o The Manitoba Labour Board
402 - 258 Portage Avenue
Winnipeg, Manitoba R3C 0B6
Winnipeg, Manitoba R3C 0V5
(Telephone: 945-3783)
(Telephone: 947-1830)

**3. Mr. Arne Peltz
c/o Legal Aid Manitoba
402 - 294 Portage Avenue
Winnipeg, Manitoba R3C 0B9
(Telephone: 985-8541)**

**4. Mr. Gavin Wood
387 Broadway
Winnipeg, Manitoba R3C 0V5
(Telephone: 947-1830)**

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

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

14.10.3 No matter shall be subject to arbitration which involves:

(a) Any request for modification of the Collective Agreement;

(b) Any matter not covered by the Collective Agreement;

(c) Any matter which by the terms of the Collective Agreement is exclusively vested in the Employer.

14.10.4 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this

Collective Agreement, nor alter, modify or amend any part of this Collective Agreement.

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

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

ARTICLE 15. NOTICE

15.1 Suspension or Dismissal

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

15.2 Notice of Lay Off

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

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

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

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

15.3 Notice of Employee Resignation

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

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

15.3.1 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.

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 the employee's control, may at the Employer's discretion, be deemed to have resigned without notice.

ARTICLE 16. SAFETY AND HEALTH

- 16.1** The Employer shall make reasonable provisions for the safety and health of all employees during their hours of work.
- 16.2** The Employer shall provide training in the use of special equipment whenever the Employer expects the employee to use such equipment as part of their job.
- 16.3** The 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 A.M. in memory of workers killed or injured on the job", into the Collective Agreement.

ARTICLE 17. BULLETIN BOARDS

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

ARTICLE 18. UNIFORMS

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

employment.

- 18.3** Uniforms and other special articles so supplied shall be returned to the Employer on the employee's separation.

18.4 Personal Footwear/Wet Conditions

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

18.5 Safety Footwear

Where the Employer requires the wearing of safety footwear due to the nature of the job the employee is performing, the University will reimburse the employee for CSA approved safety footwear for sixty (60%) percent of the cost up to a maximum of ninety-five (\$95.00) dollars per fiscal year upon presentation of a valid receipt. For the purpose of this Clause, employees shall mean regular full-time and regular part-time employees as well as casual employees. Casual employees shall be reimbursed upon completion of four hundred and sixty-five (465) hours of employment in such a position.

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 2

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 work for the Employer **the employee** will be reimbursed for reasonable costs of accommodation, meals and out-of-pocket expenses.

- 22.2** When an employee is requested to use their personal car for the Employer's business **the employee** shall be paid a travel allowance of twenty-eight (**28¢**) cents per kilometre.

- 22.3** An employee is expected to provide **their** own transportation to and from the 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 **their** place of residence to the location of the emergency work and return.

- 22.5** Travel allowance shall not be paid in any case where hours of overtime are consecutive with an employee's normal shift.

- 22.6** The above allowances shall be paid upon submission of an account 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:

1. give the employee reasonable notice of the meeting and that the verbal warning will constitute the first step of the discipline and dismissal procedure; and
2. inform the employee of the entitlement to have a Union representative present at the meeting, and that it is the responsibility of the employee to contact the Union, if desired,
3. meet with the employee for the purpose of discussing and resolving the **problem(s)**,
4. inform the employee of the areas of concern and the remedial action expected.

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

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

The summary shall be removed from the employee's employment file within six (6) months of employment (exclusive of lay-off periods) from the 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)** and **remedial** action expected will be given to the employee. The process for discussing the Letter of Warning shall be as outlined in Clause 23.1.1 **(i) - (iv)**.

When the Letter of Warning is no longer appropriate the employee will be so notified in writing and the letter removed from their file. A copy of the notification is to be sent to 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 their 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. An employee may request a meeting to discuss the suspension and if a meeting is held the employee will be advised of the entitlement to have a Union representative present at the meeting, and that it is the responsibility of the employee to contact the Union, if desired. 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. An employee may request a meeting to discuss the dismissal and if a meeting is held the employee will be advised of the entitlement to have a Union representative present at the meeting, and that it is the responsibility of the employee to contact the Union, if desired. 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 harassment.

23.3 Employee May Grieve Discipline

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

23.4 Discipline and Illness

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

23.5 Just Cause

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

ARTICLE 24. EMPLOYER'S RIGHTS

24.1 Nothing in this Collective Agreement is intended nor shall it be construed as denying or in any manner limiting the right of the Employer to control and supervise all operations and direct all working forces, including the right to determine the employee's ability, skill, competence, and qualifications for the job, and to hire, discharge, lay-off, suspend, discipline, demote, and to control and regulate the use of all equipment and property and promote efficiency in all operations, provided, however, that in the exercise of the foregoing Employer's rights the Employer shall not contravene the provisions of this Collective Agreement.

ARTICLE 25. PROTECTION OF PROPERTY AND ESSENTIAL SERVICES

25.1 The Union and the Employer recognize the need to provide protection of personnel and property at all times.

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

ARTICLE 26. CONTRACTING OUT

- 26.1** The Employer agrees that it will continue to follow the principle that work normally performed by employees within the bargaining unit shall continue to be so performed. However, the Union recognizes that the nature of the Employer's operations requires, from time to time, that such work be contracted out. **The Employer shall keep the Union Informed in writing on a monthly basis of the amount of work, expected duration and the location of work that is being contracted out.**
- 26.2** Such contracting out, however, shall not be exercised in such a way as to cause the lay off or reduction in the regular earnings (exclusive of overtime pay) of any regular full-time, regular part-time, regular full-time seasonal or regular part-time seasonal

employee directly affected by the contracting out.

26.3 In the event that work normally performed by employees within the bargaining unit is contracted out by the Employer and there is any regular full-time, regular part-time, regular full-time seasonal or regular part-time seasonal employee(s), on "Lay Off And (subject to) Recall" (as per Clause 12.14 of the Collective Agreement) within the job classification(s), who would otherwise perform the work, the following shall apply:

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

**ARTICLE 27. PREMIUMS: SWING STAGE &
SCAFFOLD- SPRAY PAINTING AND
SANDBLASTING BRICKLAYING**

27.1 When an employee is assigned to work in which **the** employee 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 **the employee** 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 **the employee** 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.

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 **1st day of October, 2001** and shall continue in force until the **30th day of September, 2004**.

33.2 Wages

The **wages** in this Collective Agreement shall be in accordance with the Addendum to the **(2001/2004)** 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, 2004.**

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, 2004**, 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, 2004** and ending **September 30th, 2005** elapses.

ADDENDUM TO THE
OCTOBER 1, 2001 • SEPTEMBER 30, 2004 (2001-2004)
COLLECTIVE AGREEMENT BETWEEN THE
UNIVERSITY OF MANITOBA
AND THE
CANADIAN AUTO WORKERS (CAW) LOCAL 3007

RE: WAGES AND INCREASES

1. Schedule "A" • General • Wages 2001- 2004

"General" Wage Rates • Increases applicable to the "General" classification wage rates in the 2001- 2004 Collective Agreement, shall be as follows:

2001/02 • Effective October 1, 2001 and for the period October 1, 2001 to October 6, 2002, the wages of all "Schedule "A" - General" classifications shall be increased by 1.5% over the September 30, 2001 wage levels (as set out in the 1998-01 UM-CAW Collective Agreement). In addition there were specific classification adjustments negotiated for specific rates of pay. The combination of the general wage adjustment and the specific classification adjustments are reflected in the agreed upon Schedule "A".

2002/2003 • Effective October 7, 2002 and for the period October 7, 2002 to October 5, 2003, the wages of all "Schedule "A" • General" classifications **shall be** increased by 2.5% over the October 6, 2002 wage levels.

2003/2004 • Effective October 6, 2003 and for the period October 6, 2003 to September 30, 2004, the wages of all "Schedule "A" • General" classifications shall be increased by 3.0% over the October 5, 2003 wage levels.

The wages rates for the "Schedule "A" • General" classifications are set out in the Collective Agreement.

2. Schedule "A" - Food Service - Wages 2001-2004

Increases applicable to the "Food Service" classification wage rates In the 2001- 2004 Collective Agreement, shall be as follows:

2001/02 • Effective October 1, 2001 and for the period October 1, 2001 to October 6, 2002, the wages of all "Schedule "A" • Food Service" classifications shall be increased by 1.5% over the September 30, 2001 wage levels (as set out in the 1998-01 UM-CAW Collective Agreement). In addition there were specific adjustments negotiated for "Incumbent Frozen Wage Rates" which have been renamed "Present Incumbent Only". The combination of the general wage adjustment and the specific adjustments are reflected in the agreed upon Schedule "A" • Food Service.

2002/2003 • Effective October 7, 2002 and for the period October 7, 2002 to October 5, 2003, the wages of all "Schedule "A" • Food Service"

classifications shall be increased by 2.5% over the October 6, 2002 wage levels.

2003/2004 - Effective October 6, 2003 and for the period October 6, 2003 to September 30, 2004, the wages of all "Schedule "A" - Food Service" classifications shall be increased by 3.0% over the October 5, 2003 wage levels.

A list of employees to whom the "Present Incumbent Only" wage rates are applicable is available through the Office of the Director of **UM** Food Services, the **UM** Human Resources Office or the CAW Local 3007.

The wages rates for "Schedule "A" - Food Services" **classifications** are set out in the Collective Agreement.

3. Schedule "A" - Trades - Footnotes No. 1 & 1A - Wages 2001-2004

For the duration of the 2001-2004 Collective Agreement, the wages of the **UM** Trade **classifications** shall be as set out in Schedule "A" - Trades.

4. Schedule "B" - Power Engineers - Wages 2001-2004

"Power Engineer" Wage Rates - Increases applicable to the "Power Engineer" **classification** wage rates in the 2001-2004 Collective

Agreement, shall be as follows:

2001/02 • Effective October 1, 2001 and for the period October 1, 2001 to October 6, 2002, the wages of all "Schedule "B" • Power Engineer" classifications shall be increased by implementing a 1.5% to the Shift Charge Engineer's rate as at September 30, 2001 (as set out in the 1998-01 UM-CAW Collective Agreement). In addition there was a specific classification adjustment negotiated for the Shift Charge Engineer's rate of pay. The combination of the general wage adjustment and the specific classification adjustment are reflected in the agreed upon Schedule "B".

2002/2003 • Effective October 7, 2002 and for the period October 7, 2002 to October 5, 2003, the wages of all "Schedule "B" • Power Engineer" classifications shall be increased by implementing a 2.5% Increase to the Shift Charge Engineer's rate of pay as at October 6, 2002.

2003/2004 • Effective October 6, 2003 and for the period October 6, 2003 to September 30, 2004, the wages of all "Schedule "B" • Power Engineer" classifications shall be increased by implementing a 3.0% increase to the Shift Charge Engineer's rate of pay as at October 5, 2003.

The wages rates for the "Schedule "B" • Power Engineer" classifications are set out in the Collective Agreement.

2001-2004 UM-CAW COLLECTIVE AGREEMENT, SIGNING PAGE

SIGNED BY THE EMPLOYER/THE UNIVERSITY OF MANITOBA

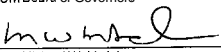
THIS _____ DAY OF _____, 2002

SIGNED BY THE UNION/CAW-CANADA LOCAL 3007

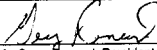
THIS 4th DAY OF February, 2002.

FOR THE UNIVERSITY OF MANITOBA

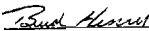

Mr. Paul Soubry, Chair
UM Board of Governors

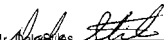

Mr. Michael W. McAdam
Vice-President (Administration)
UM Office of the President

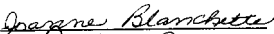
FOR THE CAW, LOCAL 3007
NEGOTIATING COMMITTEE

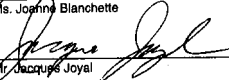

Mr. Gerry Renaud, President
CAW Local 3007

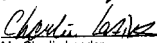

Mr. Brian Kelly
CAW Local 3007 Negotiating Committee

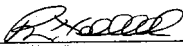

Mr. Bud Henry

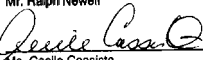

Mr. Bob Stiles


Ms. Joanne Blanchette


Mr. Jacques Joyal


Mr. Charlie Loader


Mr. Ralph Newell


Ms. Cecile Cassista
National Representative, CAW

**SCHEDULE "A" - GENERAL - 2001/02
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 1, 2001 TO OCTOBER 6, 2002

CLASSIFICATION		HOURLY	APPROXIMATE	
			81-WEEKLY	ANNUAL
Senior Caretaker	Full	\$15.87	\$1,229.93	\$31,978.18
Caretaker	New	\$13.67	\$1,059.43	\$27,545.18
	Full	\$14.49	\$1,122.98	\$29,197.48
Utility Caretaker	New	\$13.80	\$1,069.50	\$27,807.00
	Full	\$14.56	\$1,128.40	\$29,338.40
Icemaker-Caretaker	New	\$14.73	\$1,141.58	\$29,681.08
	Full	\$15.55	\$1,205.13	\$31,333.38
Special Functions Caretaker	New	\$13.90	\$1,077.25	\$28,008.50
	Full	\$14.66	\$1,136.15	\$29,539.90
Pool Attendant	New	\$14.13	\$1,095.08	\$28,472.08
	Full	\$14.93	\$1,157.08	\$30,084.08
Pool Attendant Certified	Full*	\$15.43	\$1,195.83	\$31,091.58

*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	New	\$12.65	\$ 980.38	\$25,489.88
Guard	Full	\$13.25	\$1,026.88	\$26,698.88
Cleaner-Washroom Attendant	New	\$11.87	\$ 919.93	\$23,918.18
	Full	\$12.51	\$ 969.53	\$25,207.78
Garbage Truck Driver	Full	\$16.12	\$1,249.30	\$32,481.80
Truck Driver	New	\$14.73	\$1,141.58	\$29,681.08
	Full	\$15.55	\$1,205.13	\$31,333.38
Truck Driver Helper	Full	\$14.93	\$1,157.08	\$30,084.08

**SCHEDULE "A" - GENERAL - 2001/02
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 1, 2001 TO OCTOBER 6, 2002

CLASSIFICATION		HOURLY	APPROXIMATE BI-WEEKLY ANNUAL	
Truck Driver Downtown	New	\$14.88	\$1,153.20	\$29,983.20
(Truck Driver plus 15¢/hr)	Full	\$15.70	\$1,216.75	\$31,635.50
Tractor Operator 1	New	\$14.73	\$1,141.58	\$29,681.08
	Full	\$15.65	\$1,212.88	\$31,534.88
Tractor Operator 2	New	\$15.28	\$1,184.20	\$30,789.20
	Full	\$16.22	\$1,257.05	\$32,683.30
Senior Labour	Full	\$17.25	\$1,336.88	\$34,758.88
Groundskeeper				
Labour Groundskeeper	New	\$13.94	\$1,080.35	\$28,089.10
	Full	\$14.73	\$1,141.58	\$29,681.08
Arborist	New	\$15.28	\$1,184.20	\$30,789.20
	Full	\$16.22	\$1,257.05	\$32,683.30
Parking & Fire	New	\$15.28	\$1,184.20	\$30,789.20
Equipment Worker	Full	\$16.22	\$1,257.05	\$32,683.30
Cement Finisher/	New	\$15.12	\$1,171.80	\$30,466.80
Groundskeeper	Full	\$15.92	\$1,233.80	\$32,078.80
Linenkeeper	New	\$11.62	\$ 900.55	\$23,414.30
	Full	\$12.19	\$ 944.73	\$24,562.98
Housekeeper	New	\$12.48	\$ 967.20	\$25,147.20
	Full	\$13.11	\$1,016.03	\$26,416.78
Res. Supervisor				
Caretakers	Full	\$15.36	\$1,190.40	\$30,950.40
Res. Supervisor				
Housekeepers	Full	\$13.94	\$1,080.35	\$28,089.10
Res. Supervisor				
Cleaning Staff	Full	\$15.36	\$1,190.40	\$30,950.40
Senior Automotive	Full	\$20.19	\$1,564.73	\$40,682.98
Mechanic				
Automotive	New	\$18.06	\$1,399.65	\$36,390.90
Mechanic	Full	\$19.23	\$1,490.33	\$38,748.58

**SCHEDULE "A" - GENERAL - 2001/02
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 1, 2001 TO OCTOBER 6, 2002

CLASSIFICATION		HOURLY	APPROXIMATE	
			BI-WEEKLY	ANNUAL
Senior Locksmith	Full	\$20.29	\$1,572.48	\$40,884.48
Locksmith	New	\$17.99	\$1,394.23	\$36,249.98
	Full	\$19.04	\$1,475.60	\$38,365.60
Locksmith Helper	New	\$14.20	\$1,100.50	\$28,613.00
	1 year	\$14.74	\$1,142.35	\$29,701.10
	2 years	\$15.25	\$1,181.88	\$30,728.88
	'3 years	\$16.00	\$1,240.00	\$32,240.00
Maintenance Painter	New	\$13.66	\$1,058.65	\$27,524.90
Uncertified	1 year	\$14.17	\$1,098.18	\$28,552.68
	2 years	\$14.67	\$1,136.93	\$29,560.18
	'3 years	\$15.28	\$1,184.20	\$30,789.20
Maintenance Plumber- Steamfitter	New	\$16.80	\$1,302.00	\$33,852.00
	1 year	\$17.47	\$1,353.93	\$35,202.18
Uncertified	2 years	\$18.10	\$1,402.75	\$36,471.5
	'3 year	\$19.04	\$1,475.60	\$38,365.60
Maintenance Carpenter	New	\$14.32	\$1,109.80	\$28,854.80
Uncertified	1 year	\$14.84	\$1,150.10	\$29,902.60
	2 years	\$15.37	\$1,191.18	\$30,970.68
	'3 years	\$16.04	\$1,243.10	\$32,320.60
Maintenance Electrician	New	\$16.68	\$1,292.70	\$33,610.20
Uncertified	1 year	\$17.30	\$1,340.75	\$34,859.50
	2 years	\$17.99	\$1,394.23	\$36,249.98
	'3 years	\$18.87	\$1,462.43	\$38,023.18
Maintenance Welder	New	\$16.44	\$1,274.10	\$33,126.60
Uncertified	1 year	\$16.99	\$1,316.73	\$34,234.98
(\$25/mo. clothing allowance)	2 years	\$17.62	\$1,365.55	\$35,504.30
	'3 years	\$18.36	\$1,422.90	\$36,995.40

*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 - 2001/02
"GENERAL CLASSIFICATIONS AND WAGES".**

OCTOBER 1, 2001 TO OCTOBER 6, 2002

CLASSIFICATION		HOURLY	APPROXIMATE	
			BI-WEEKLY	ANNUAL
Assistant Elevator Mechanic	Class 1	\$16.35	\$1,267.13	\$32,945.38
	Class 2	\$16.90	\$1,309.75	\$34,053.50
	Class 3	\$17.47	\$1,353.93	\$35,202.18
	Class 4	\$18.14	\$1,405.85	\$36,552.10
	Class 5	\$18.67	\$1,446.93	\$37,620.18
Controls & Equipment Service Worker	Class 1	\$17.10	\$1,325.25	\$34,456.50
	Class 2	\$17.66	\$1,368.65	\$35,584.90
	Class 3	\$18.65	\$1,445.38	\$37,579.88
Lub. & Equipment Service Worker	Class 1	\$16.38	\$1,269.45	\$33,005.70
	Class 2	\$17.10	\$1,325.25	\$34,456.50
	Class 3	\$17.66	\$1,368.65	\$35,584.90
	Class 4	\$18.34	\$1,421.35	\$36,955.10

***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 - 2002/03
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 7, 2002 TO OCTOBER 5, 2003

CLASSIFICATION		HOURLY	APPROXIMATE	
			BI-WEEKLY	ANNUAL
Senior Caretaker	Full	\$16.27	\$1,260.93	\$32,784.18
Caretaker	New	\$14.01	\$1,085.78	\$28,230.28
	Full	\$14.85	\$1,150.88	\$29,922.88
Utility Caretaker	New	\$14.15	\$1,096.63	\$28,512.38
	Full	\$14.92	\$1,156.30	\$30,063.80
Icemaker-Caretaker	New	\$15.10	\$1,170.25	\$30,426.50
	Full	\$15.94	\$1,235.35	\$32,119.10
Special Functions Caretaker	New	\$14.25	\$1,104.38	\$28,713.88
	Full	\$15.03	\$1,164.83	\$30,285.58
Pool Attendant	New	\$14.48	\$1,122.20	\$29,177.20
	Full	\$15.30	\$1,185.75	\$30,829.50
Pool Attendant Certified	Full	\$15.80	\$1,224.50	\$31,837.00

*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	New	\$12.97	\$1,005.18	\$26,134.68
Guard	Full	\$13.58	\$1,052.45	\$27,363.70
Cleaner-Washroom	New	\$12.17	\$ 943.18	\$24,522.68
Attendant	Full	\$12.82	\$ 993.55	\$25,832.30
Garbage Truck Driver	Full	\$16.52	\$1,280.30	\$33,287.80
Truck Driver	New	\$15.10	\$1,170.25	\$30,426.50
	Full	\$15.94	\$1,235.35	\$32,119.10
Truck Driver Helper	Full	\$15.30	\$1,185.75	\$30,829.50

**SCHEDULE "A" - GENERAL - 2002/03
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 7, 2002 TO OCTOBER 5, 2003

CLASSIFICATION		HOURLY	61-WEEKLY	APPROXIMATE ANNUAL
Truck Driver Downtown	New	\$15.25	\$1,181.88	\$30,728.88
(Truck Driver plus 15¢/hr)	Full	\$16.09	\$1,246.98	\$32,421.48
Tractor Operator 1	New	\$15.10	\$1,170.25	\$30,426.50
	Full	\$16.04	\$1,243.10	\$32,320.60
Tractor Operator 2	New	\$15.66	\$1,213.65	\$31,554.90
	Full	\$16.63	\$1,288.83	\$33,509.58
Senior Labour	Full	\$17.68	\$1,370.20	\$35,625.20
Groundskeeper				
Labour Groundskeeper	New	\$14.29	\$1,107.48	\$28,794.48
	Full	\$15.10	\$1,170.25	\$30,426.50
Arborist	New	\$15.66	\$1,213.65	\$31,554.90
	Full	\$16.63	\$1,288.83	\$33,509.58
Parking & Fire	New	\$15.66	\$1,213.65	\$31,554.90
Equipment Worker	Full	\$16.63	\$1,288.83	\$33,509.58
Cement Finisher/	New	\$15.50	\$1,201.25	\$31,232.50
Groundskeeper	Full	\$16.32	\$1,264.80	\$32,884.80
Linenkeeper	New	\$11.91	\$ 923.03	\$23,998.78
	Full	\$12.49	\$ 967.98	\$25,167.48
Housekeeper	New	\$12.79	\$ 991.23	\$25,771.98
	Full	\$13.44	\$1,041.60	\$27,081.60
Res. Supervisor				
Caretakers	Full	\$15.74	\$1,219.85	\$31,716.10
Res. Supervisor				
Housekeepers	Full	\$14.29	\$1,107.48	\$28,794.48
Res. Supervisor				
Cleaning Staff	Full	\$15.74	\$1,219.85	\$31,716.10
Senior Automotive	Full	\$20.69	\$1,603.48	\$41,690.48
Mechanic				
Automotive	New	\$18.51	\$1,434.53	\$37,297.78
Mechanic	Full	\$19.71	\$1,527.53	\$39,715.78

**SCHEDULE "A" - GENERAL - 2002/03
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 7, 2002 TO OCTOBER 5, 2003

CLASSIFICATION		HOURLY	APPROXIMATE	
			81-WEEKLY	ANNUAL
Senior Locksmith	Full	\$20.80	\$1,612.00	\$41,912.00
Locksmith	New	\$18.44	\$1,429.10	\$37,156.60
	Full	\$19.52	\$1,512.80	\$39,332.80
Locksmith Helper	New	\$14.56	\$1,128.40	\$29,338.40
	1 year	\$15.11	\$1,171.03	\$30,446.78
	2 years	\$15.63	\$1,211.33	\$31,494.58
	*3 years	\$16.40	\$1,271.00	\$33,046.00
Maintenance Painter Uncertified	New	\$14.00	\$1,085.00	\$28,210.00
	1 year	\$14.52	\$1,125.30	\$29,257.80
	2 years	\$15.04	\$1,165.60	\$30,305.60
	*3 years	\$15.66	\$1,213.65	\$31,554.90
Maintenance Plumber- Steamfitter Uncertified	New	\$17.22	\$1,334.55	\$34,698.30
	1 year	\$17.91	\$1,388.03	\$36,088.78
	2 years	\$18.55	\$1,437.63	\$37,378.38
	*3 years	\$19.52	\$1,512.80	\$39,332.80
Maintenance Carpenter Uncertified	New	\$14.68	\$1,137.70	\$29,580.20
	1 year	\$15.21	\$1,178.78	\$30,648.28
	2 years	\$15.75	\$1,220.63	\$31,736.38
	*3 years	\$16.44	\$1,274.10	\$33,126.60
Maintenance Electrician Uncertified	New	\$17.10	\$1,325.25	\$34,456.50
	1 year	\$17.73	\$1,374.08	\$35,726.08
	2 years	\$18.44	\$1,429.10	\$37,156.60
	*3 years	\$19.34	\$1,498.85	\$38,970.10
Maintenance Welder Uncertified (\$25/mo. clothing allowance)	New	\$16.85	\$1,305.88	\$33,952.88
	1 year	\$17.41	\$1,349.28	\$35,081.28
	2 years	\$18.06	\$1,399.65	\$36,390.90
	*3 years	\$18.82	\$1,458.55	\$37,922.30

*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 - 2002/03
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 7, 2002 TO OCTOBER 5, 2003

CLASSIFICATION		HOURLY	APPROXIMATE	
			BI-WEEKLY	ANNUAL
Assistant Elevator Mechanic	Class 1	\$16.76	\$1,298.90	\$33,771.40
	Class 2	\$17.32	\$1,342.30	\$34,899.80
	Class 3	\$17.91	\$1,388.03	\$36,088.78
	Class 4	\$18.59	\$1,440.73	\$37,458.98
	Class 5	\$19.14	\$1,483.35	\$38,567.10
Controls & Equipment Service Worker	Class 1	\$17.53	\$1,358.58	\$35,323.08
	Class 2	\$18.10	\$1,402.75	\$36,471.50
	Class 3	\$19.12	\$1,481.80	\$38,526.80
Lub. & Equipment Service Worker	Class 1	\$16.79	\$1,301.23	\$33,831.98
	Class 2	\$17.53	\$1,358.58	\$35,323.08
	Class 3	\$18.10	\$1,402.75	\$36,471.50
	Class 4	\$18.80	\$1,457.00	\$37,882.00

*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 - 2003/04
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 6, 2003 TO SEPTEMBER 30, 2004

CLASSIFICATION		HOURLY	APPROXIMATE	
			81-WEEKLY	ANNUAL
Senior Caretaker	Full	\$16.76	\$1,298.90	\$33,771.40
Caretaker	New	\$14.43	\$1,118.33	\$29,076.58
	Full	\$15.30	\$1,185.75	\$30,829.50
Utility Caretaker	New	\$14.57	\$1,129.18	\$29,358.68
	Full	\$15.37	\$1,191.18	\$30,970.68
Icemaker-Caretaker	New	\$15.55	\$1,205.13	\$31,333.38
	Full	\$16.42	\$1,272.55	\$33,086.30
Special Functions Caretaker	New	\$14.68	\$1,137.70	\$29,580.20
	Full	\$15.48	\$1,199.70	\$31,192.20
Pool Attendant	New	\$14.91	\$1,155.53	\$30,043.78
	Full	\$15.76	\$1,221.40	\$31,756.40
Pool Attendant Certified	Full	\$16.26	\$1,260.15	\$32,763.90

*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	New	\$13.36	\$1,035.40	\$26,920.40
Guard	Full	\$13.99	\$1,084.23	\$28,189.98
Cleaner-Washroom	New	\$12.54	\$ 971.85	\$25,268.10
Attendant	Full	\$13.20	\$1,023.00	\$26,598.00
Garbage Truck Driver	Full	\$17.02	\$1,319.05	\$34,295.30
Truck Driver	New	\$15.55	\$1,205.13	\$31,333.38
	Full	\$16.42	\$1,272.55	\$33,086.30
Truck Driver Helper	Full	\$15.76	\$1,221.40	\$31,756.40

**SCHEDULE "A" - GENERAL - 2003/04
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 6, 2003 TO SEPTEMBER 30, 2004

CLASSIFICATION		HOURLY	APPROXIMATE BI-WEEKLY ANNUAL	
Truck Driver Downtown	New	\$15.70	\$1,216.75	\$31,635.50
(Truck Driver plus 15¢/hr)	Full	\$16.57	\$1,284.18	\$33,388.68
Tractor Operator 1	New	\$15.55	\$1,205.13	\$31,333.38
	Full	\$16.52	\$1,280.30	\$33,287.80
Tractor Operator 2	New	\$16.13	\$1,250.08	\$32,502.08
	Full	\$17.13	\$1,327.58	\$34,517.08
Senior Labour	Full	\$18.21	\$1,411.28	\$36,693.28
Groundskeeper				
Labour Groundskeeper	New	\$14.72	\$1,140.80	\$29,660.80
	Full	\$15.55	\$1,205.13	\$31,333.38
Arborist	New	\$16.13	\$1,250.08	\$32,502.08
	Full	\$17.13	\$1,327.58	\$34,517.08
Parking & Fire	New	\$16.13	\$1,250.08	\$32,502.08
Equipment Worker	Full	\$17.13	\$1,327.58	\$34,517.08
Cement Finisher/	New	\$15.97	\$1,237.68	\$32,179.68
Groundskeeper	Full	\$16.81	\$1,302.78	\$33,872.28
Linenkeeper	New	\$12.27	\$ 950.93	\$24,724.18
	Full	\$12.86	\$ 996.65	\$25,912.90
Housekeeper	New	\$13.17	\$1,020.68	\$26,537.68
	Full	\$13.84	\$1,072.60	\$27,887.60
Res. Supervisor				
Caretakers	Full	\$16.21	\$1,256.28	\$32,663.28
Res. Supervisor				
Housekeepers	Full	\$14.72	\$1,140.80	\$29,660.80
Res. Supervisor				
Cleaning Staff	Full	\$16.21	\$1,256.28	\$32,663.28
Senior Automotive	Full	\$21.31	\$1,651.53	\$42,939.78
Mechanic				
Automotive	New	\$19.07	\$1,477.93	\$38,426.18
Mechanic	Full	\$20.30	\$1,573.25	\$40,904.50

**SCHEDULE "A" - GENERAL - 2003/04
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 6, 2003 TO SEPTEMBER 30, 2004

CLASSIFICATION		HOURLY	APPROXIMATE BI-WEEKLY ANNUAL	
Senior Locksmith	Full	\$21.42	\$1,660.05	\$43,161.30
Locksmith	New	\$18.99	\$1,471.73	\$38,264.98
	Full	\$20.11	\$1,558.53	\$40,521.78
Locksmith Helper	New	\$15.00	\$1,162.50	\$30,225.00
	1 year	\$15.56	\$1,205.90	\$31,353.40
	2 years	\$16.10	\$1,247.75	\$32,441.50
	*3years	\$16.89	\$1,308.98	\$34,033.48
Maintenance Painter	New	\$14.42	\$1,117.55	\$29,056.30
Uncertified	1 year	\$14.96	\$1,159.40	\$30,144.40
	2 years	\$15.49	\$1,200.48	\$31,212.48
	*3 years	\$16.13	\$1,250.08	\$32,502.08
Maintenance Plumber- Steamfitter	New	\$17.74	\$1,374.85	\$35,746.10
	1 year	\$18.45	\$1,429.88	\$37,176.88
Uncertified	2 years	\$19.11	\$1,481.03	\$38,506.78
	*3 years	\$20.11	\$1,558.53	\$40,521.78
Maintenance Carpenter	New	\$15.12	\$1,171.80	\$30,466.80
Uncertified	1 year	\$15.67	\$1,214.43	\$31,575.18
	2 years	\$16.22	\$1,257.05	\$32,683.30
	*3 years	\$16.93	\$1,312.08	\$34,114.08
Maintenance Electrician	New	\$17.61	\$1,364.78	\$35,484.28
Uncertified	1 year	\$18.26	\$1,415.15	\$36,793.90
	2 years	\$18.99	\$1,471.73	\$38,264.98
	*3 years	\$19.92	\$1,543.80	\$40,138.80
Maintenance Welder	New	\$17.36	\$1,345.40	\$34,980.40
Uncertified	1 year	\$17.93	\$1,389.58	\$36,129.08
(\$25/mo. clothing allowance)	2 years	\$18.60	\$1,441.50	\$37,479.00
	*3 years	\$19.38	\$1,501.95	\$39,050.70

***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 - 2003/04
"GENERAL CLASSIFICATIONS AND WAGES"**

OCTOBER 6, 2003 TO SEPTEMBER 30, 2004

CLASSIFICATION		HOURLY	APPROXIMATE	
			81-WEEKLY	ANNUAL
Assistant Elevator Mechanic	Class 1	\$17.26	\$1,337.65	\$34,778.90
	Class 2	\$17.84	\$1,382.60	\$35,947.60
	*Class 3	\$18.45	\$1,429.88	\$37,176.88
	Class 4	\$19.15	\$1,484.13	\$38,587.38
	Class 5	\$19.71	\$1,527.53	\$39,715.78
Controls & Equipment Service Worker	Class 1	\$18.06	\$1,399.65	\$36,390.90
	Class 2	\$18.64	\$1,444.60	\$37,559.60
	*Class 3	\$19.69	\$1,525.98	\$39,675.48
Lub. & Equipment Service Worker	Class 1	\$17.29	\$1,339.98	\$34,839.48
	Class 2	\$18.06	\$1,399.65	\$36,390.90
	*Class 3	\$18.64	\$1,444.60	\$37,559.60
	Class 4	\$19.36	\$1,500.40	\$39,010.40

***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 - 2001-2002
FOOD SERVICES CLASSIFICATION & WAGE RATES**

"OCTOBER 1, 2001 TO OCTOBER 6, 2002"

CLASSIFICATION	WAGE RATE PER HOUR 2001-2002	
1. "UTILITY WORKER" INCUMBENT RATE:	\$9.49 - New \$11.31	\$10.18 - Full
2. "FOOD SERVICES WORKER" INCUMBENT RATE:	\$10.29 - New \$12.03	\$10.91 - Full
3. "CATERING DELIVERY FOOD SERVICES WORKER"	Premium of \$0.50 per hour to a New or Full Food Services Worker rate of pay. (Does not apply to an incumbent's frozen rate of pay.)	
4. "COOK 1" INCUMBENT RATE:	\$11.59 - New \$13.71	\$12.10 - Full
5. "SECTION HEAD"	\$12.55 - New	\$13.04 - Full
6. "BAKER"	\$14.39 - New	\$14.94 - Full
7. "COOK 2"	\$14.39 - New	\$14.94 - Full
8. "STOREKEEPER"	\$15.45 - New	\$16.14 - Full
9. "LEAD BAKER"	\$17.09 - New	\$17.79 - Full
10. "LEAD COOK"	\$17.09 - New	\$17.79 - Full
11. "CHEF"	\$18.15 - New	\$18.60 - Full

**SCHEDULE "A" - FOOD SERVICE - 2002-2003
FOOD SERVICES CLASSIFICATION & WAGE RATES**

"OCTOBER 7, 2002 TO OCTOBER 5, 2003"

CLASSIFICATION	WAGE RATE PER HOUR 2001-2002	
1. "UTILITY WORKER" INCUMBENT RATE:	\$9.73 - New \$11.59	\$10.43 - Full
2. "FOOD SERVICES WORKER" INCUMBENT RATE:	\$10.55 - New \$12.33	\$11.18 - Full
3. "CATERING DELIVERY FOOD SERVICES WORKER" hour to a New or Full Food Services Worker rate of pay. (Does not apply to an incumbent's frozen rate of pay.)		Premium of \$0.50 per
4. "COOK 1" INCUMBENT RATE:	\$11.88 - New \$14.05	\$12.40 - Full
5. "SECTION HEAD"	\$12.86 - New	\$13.37 - Full
6. "BAKER"	\$14.75 - New	\$15.31 - Full
7. "COOK 2"	\$14.75 - New	\$15.31 - Full
8. "STOREKEEPER"	\$15.84 - New	\$16.54 - Full
9. "LEAD BAKER"	\$17.52 - New	\$18.23 - Full
10. "LEAD COOK"	\$17.52 - New	\$18.23 - Full
11. "CHEF"	\$18.60 - New	\$19.07 - Full

**SCHEDULE "A" - FOOD SERVICE - 2003-2005
FOOD SERVICES CLASSIFICATION & WAGE RATES**

"OCTOBER 6, 2003 TO SEPTEMBER 30, 2004"

CLASSIFICATION	WAGE RATE PER HOUR 2001-2002	
1. "UTILITY WORKER" INCUMBENT RATE:	\$10.02 - New \$11.94	\$10.74 - Full
2. "FOOD SERVICES WORKER" INCUMBENT RATE:	\$10.87 - New \$12.70	\$11.52 - Full
3. "CATERING DELIVERY FOOD SERVICES WORKER"		Premium of \$0.50 per hour to a New or Full Food Services Worker rate of pay. (Does not apply to an incumbent's frozen rate of pay .)
4. "COOK 1" INCUMBENT RATE:	\$12.24 - New \$14.47	\$12.77 - Full
5. "SECTION HEAD	\$13.25 - New	\$13.77 - Full
6. "BAKER"	\$15.19 - New	\$15.77 - Full
7. "COOK 2"	\$15.19 - New	\$15.77 - Full
8. "STOREKEEPER"	\$16.32 - New	\$17.04 - Full
9. "LEAD BAKER"	\$18.05 - New	\$18.78 - Full
10. "LEAD COOK"	\$18.05 - New	\$18.78 - Full
11. "CHEF"	\$19.16 - New	\$19.64 - 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 CLASSIFICATION

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

Electrician

Carpenter

Cabinet Maker

COLUMN "B"

CONSTRUCTION TRADE CLASSIFICATION

Plumber/JM

Electrician/JM

Carpenter/JM

Insulator	Insulator/JM
Plasterer-Tilesetter	Plasterer/JM
Painter	Painter/JM/Certified
Elevator Mechanic	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

OCTOBER 1, 2001 TO SEPTEMBER 30, 2004
COMMENCING OCTOBER 1, 2001

(@ 90% OF CONSTRUCTION TRADE RATE)

UM Trade Classification (Certified)	Date	Wage Rate
1. Plumber-Steamfitter	May 1, 2000	\$24.93
Refrigeration/Air Conditioning Mechanic	May 1, 2001	\$24.93'
Controls Mechanic	May 1, 2002	\$24.93'
Electronic Controls Technician	May 1, 2003	\$24.93'
Welder		
(*Rate is frozen at \$24.93/hr until 90% exceeds \$24.93)		
2. Electrician	May 1, 2000	\$24.80
	September 4, 2001	\$24.80'
	May 1, 2002	\$24.80'
	May 1, 2003	\$24.80'
(*Electrician rate is frozen at \$24.80/hr until 90% exceeds \$24.80)		
3. Carpenter	May 1, 2000	\$21.30
Cabinet Maker	May 1, 2001	\$21.39
	May 1, 2002	\$21.53
	May 1, 2003	\$21.66
4. Painter	May 1, 2000	\$17.85
	August 1, 2001	\$17.85'
	May 1, 2002	\$18.03
	May 1, 2003	\$18.30
(*Painter rate is frozen at \$17.85/hr until 90% exceeds \$17.85)		

UM Trade Classification (Certified)	Date	Wage Rate
5. Insulator	May 1, 2000	\$18.99
	May 1, 2001	\$18.99'
	May 1, 2002	\$19.17
	May 1, 2003	\$19.44
('Insulator rate is frozen at \$18.99/hr until 90% exceeds \$18.99)		
6. Plasterer/Tilesetter	May 1, 2000	\$20.25
	May 1, 2001	\$20.25*
	May 1, 2002	\$20.25'
	May 1, 2003	\$20.25'
(*Plasterer/Tilesetter rate is frozen at \$20.25/hr until 90% exceeds \$20.25)		
7. Elevator Mechanic	February 1, 2001	\$24.31'
(*Elevator Mechanic rate is up for renewal in 2002)		
8. Industrial Mechanic Class A (90%)	May 1, 2000	\$24.52
	May 1, 2001	\$24.52''
	May 1, 2002	\$24.52'
	May 1, 2003	\$24.52'
('Industrial Mechanic Class A rate is frozen at \$24.52/hr until 90% exceeds \$24.52)		
9. Industrial Mechanic Class B (85%)	May 1, 2000	\$23.15
	May 1, 2001	\$23.15'
	May 1, 2002	\$23.15'
	May 1, 2003	\$23.15*
('Industrial Mechanic Class B rate is frozen at \$23.15/hr until 85% exceeds \$23.15)		

UM UNCERTIFIED TRADES -WAGE RATES

OCTOBER 1, 2001 TO SEPTEMBER 30, 2004
COMMENCING OCTOBER 1, 2001

(@ 83% OF UM CERTIFIED TRADE RATE)

UM Trade Classification (Uncertified)	Date	Wage Rate
1. Plumber (Uncertified)	May 1, 2000	\$20.69
Welder (Uncertified)	May 1, 2001	\$20.69*
	May 1, 2002	\$20.69*
	May 1, 2003	\$20.69*
(*Rate is frozen at \$20.69/hr until 83% of UM Certified rate exceeds \$20.69)		
2. Electrician (Uncertified)	May 1, 2000	\$20.58
	September 4, 2001	\$20.58*
	May 1, 2002	\$20.58*
	May 1, 2003	\$20.58*
(*Electrician (Uncertified) rate is frozen at \$20.58/hr until 83% of UM Certified rate exceeds \$20.58)		
3. Carpenter (Uncertified)	May 1, 2000	\$17.68
Cabinet Maker (Uncertified)	May 1, 2001	\$17.75
	May 1, 2002	\$17.87
	May 1, 2003	\$17.98
4. Painter (Uncertified)	May 1, 2000	\$14.82
	August 1, 2001	\$14.82*
	May 1, 2002	\$14.96
	May 1, 2003	\$15.19
(*Painter (Uncertified) rate is frozen at \$14.82/hr until 83% of UM Certified rate exceeds \$14.82)		

5. Elevator Mechanic
(Uncertified) February 1, 2001 \$20.18*
(Elevator Mechanic rate is up for renewal in 2002)

UM SENIOR TRADES -WAGE RATES

OCTOBER 1, 2000 TO SEPTEMBER 30, 2004
COMMENCING OCTOBER 1, 2001

(@ 107% OF UM CERTIFIED TRADE RATES)

UM Trade Classification (Certified)	Date	Wage Rate
1. Senior Plumber - Steamfitter	May 1, 2000	\$26.68
	May 1, 2001	\$26.68'
	May 1, 2002	\$26.68*
	May 1, 2003	\$26.68'
('Senior Plumber - Steamfitter rate is frozen at \$26.68/hr until 107% of UM Certified rate exceeds \$26.68)		
2. Senior Refrigeration Air Conditioning Mechanic	May 1, 2000	\$26.68
	May 1, 2001	\$26.68'
	May 1, 2002	\$26.66'
	May 1, 2003	\$26.68'
('Senior Refrigeration/Air Conditioning Mechanic rate is frozen at \$26.68/hr until 107% of UM Certified rate exceeds \$26.68)		
3. Senior Controls Mechanic	May 1, 2000	\$26.68
	May 1, 2001	\$26.68'
	May 1, 2002	\$26.68'
	May 1, 2003	\$26.68*
('Senior Controls Mechanic rate is frozen at \$26.68/hr until 107% of UM Certified rate exceeds \$26.68)		
4. Senior Electrician	May 1, 2000	\$26.54
	September 4, 2001	\$26.54'
	May 1, 2002	\$26.54'

UM Trade Classification (Certified)	Date	Wage Rate
	May 1, 2003	\$26.54*
('Senior Electrician rate is frozen at \$26.54/hr until 107% of UM Certified rate exceeds \$26.54)		
5. Senior Carpenter	May 1, 2000	\$22.79
Cabinet Maker	May 1, 2001	\$22.89
	May 1, 2002	\$23.04
	May 1, 2003	\$23.18
6. Senior Elevator Mechanic	February 1, 2001	\$26.01*
('Elevator Mechanic rate is up for renewal in 2002)		
7. Senior Industrial Mechanic Class A	May 1, 2000	\$26.24
	May 1, 2001	\$26.24*
	May 1, 2002	\$26.24*
	May 1, 2003	\$26.24*
('Senior Industrial Mechanic Class A rate is frozen at \$26.24/hr until 107% of UM Certified rate exceeds \$26.24)		
8. Senior Industrial Mechanic Class B	May 1, 2000	\$24.78
	May 1, 2001	\$24.78*
	May 1, 2002	\$24.78*
	May 1, 2003	\$24.78*
('Senior Industrial Mechanic Class B rate is frozen at \$24.78/hr until 107% of UM Certified rate exceeds \$24.78)		

**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.

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 **the employee** has specific required **skills, the employee** will be hired at the starting rate. **The Employee** will receive full rate after **having** proven that **the employee** has the required skills; this can be earlier than sixty (60) working days in accordance with 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 **the employee** will receive a copy of **the** 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 **the employee** 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 **the employee's** old position **the employee** will receive:
- (1)** The starting rate for the job provided that this gives a minimum of three percent (3%) increase.
 - (2)** Where the starting rate provides less than a three percent (3%) increase the full rate for the job would be paid.

- 2.(b)** Where an existing employee bids on and is accepted for a job where the requirements are different from **the former** position **the employee** will be paid the starting rate for the position. The employee will receive the full rate for the position after **proving** that **the employee** has the skills required. Similarly to **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.

SCHEDULE "B" - POWER ENGINEERS - 2001/02

"CLASSIFICATIONS AND WAGES" OCTOBER 1, 2001 TO OCTOBER 6, 2002

CLASSIFICATION	TICKET	%FORMULARATE	HOURLY BIWEEKLY	APPROXIMATE ANNUAL
Shift Charge Engineer	2nd required	100% \$24.26	\$1,880.15	\$48,883.90
	1st optional	\$24.26 + 5% \$25.47	\$1,973.93	\$51,322.18
MaintenanceEngineer/ Relief Charge	2nd required	102% \$24.75	\$1,918.13	\$49,871.38
	1st optional	\$24.75 + 5% \$25.99	\$2,014.23	\$52,369.98
Swing Shift Engineer	2nd required	97.5% \$23.65	\$1,832.88	\$47,654.88
	1st optional	\$23.65 + 5% \$24.83	\$1,924.33	\$50,032.58
Water Treatment Technician	3rd required	90% \$21.83	\$1,691.83	\$43,987.58
	2nd optional	\$21.83 + 5% \$22.92	\$1,776.30	\$46,183.80
Assistant Engineer (3rd)	3rd required	90% \$21.83	\$1,691.83	\$43,987.58
	2nd optional	\$21.83 + 5% \$22.92	\$1,776.30	\$46,183.80
Assistant Engineer (4th)	4th required	80% \$19.41	\$1,504.28	\$39,111.28
Physical Plant Engineer (Bannatyne Campus)	4th required	75% \$18.20	\$1,410.50	\$36,673.00
	3rd optional	\$18.20 + 5% \$19.11	\$1,481.03	\$38,506.78

SCHEDULE "B" - POWER ENGINEERS-2002/03

"CLASSIFICATIONS AND WAGES" OCTOBER 7, 2002 TO OCTOBER 5, 2003

CLASSIFICATION	TICKET	% FORMULA RATE	HOURLY BIWEEKLY	APPROXIMATE ANNUAL
Shift Charge Engineer	2nd required	100% \$24.87	\$1,927.43	\$50,113.18
	1st optional	\$24.87 + 5% \$26.11	\$2,023.53	\$52,611.78
Maintenance Engineer/ Relief Charge	2nd required	102% \$25.37	\$1,966.18	\$51,120.68
	1st optional	\$25.37 + 5% \$26.64	\$2,064.60	\$53,679.60
Swing Shift Engineer	2nd required	97.5% \$24.25	\$1,879.38	\$48,863.88
	1st optional	\$24.25 + 5% \$25.46	\$1,973.15	\$51,301.90
Water Treatment Technician	3rd required	90% \$22.38	\$1,734.45	\$45,095.70
	2nd optional	\$22.38 + 5% \$23.50	\$1,821.25	\$47,352.50
Assistant Engineer (3rd)	3rd required	90% \$22.38	\$1,734.45	\$45,095.70
	2nd optional	\$22.38 + 5% \$23.50	\$1,821.25	\$47,352.50
Assistant Engineer (4th)	4th required	80% \$19.90	\$1,542.25	\$40,098.50
Physical Plant Engineer (Bannatyne Campus)	4th required	75% \$18.65	\$1,445.38	\$37,579.88
	3rd optional	\$18.65 + 5% \$19.58	\$1,517.45	\$39,453.70

SCHEDULE "B" - POWER ENGINEERS-2003/04

"CLASSIFICATIONS AND WAGES" OCTOBER 6, 2003 TO SEPTEMBER 30, 2004

CLASSIFICATION	TICKET	%FORMULA RATE	HOURLY BIWEEKLY	APPROXIMATE ANNUAL	
Shift Charge Engineer	2nd required	100%	\$25.62	\$1,985.55	\$51,624.30
	1st optional	\$25.62 + 5%	\$26.90	\$2,084.75	\$54,203.50
MaintenanceEngineer/ Relief Charge	2nd required	102%	\$26.13	\$2,025.08	\$52,652.08
	1st optional	\$26.13 + 5%	\$27.44	\$2,126.60	\$55,291.60
Swing Shift Engineer	2nd required	97.5%	\$24.98	\$1,935.95	\$50,334.70
	1st optional	\$24.98 + 5%	\$26.23	\$2,032.83	\$52,853.58
Water Treatment Technician	3rd required	90%	\$23.06	\$1,787.15	\$46,465.90
	2nd optional	\$23.06 + 5%	\$24.21	\$1,876.28	\$48,783.28
Assistant Engineer (3rd)	3rd required	90%	\$23.06	\$1,787.15	\$46,465.90
	2nd optional	\$23.06 + 5%	\$24.21	\$1,876.28	\$48,783.28
Assistant Engineer (4th)	4th required	80%	\$20.50	\$1,588.75	\$41,307.50
Physical Plant Engineer (Bannatyne Campus)	4th required	75%	\$19.22	\$1,489.55	\$38,728.30
	3rd optional	\$19.22 + 5%	\$20.18	\$1,563.95	\$40,662.70

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**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 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. Where eight (8) hours notice is not provided, double (2x) will apply for the amount of notice that is lacking.

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

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, the duties that are characteristic of a classification which has a higher rate of pay, the employee shall be paid for all time performing such duties, a temporary assignment premium of up to a maximum of ten (10%) percent of the employee's rate of pay, but not to exceed the higher rate of pay. "Duties characteristic of a classification" under this Clause means the duties that would have been performed in the higher classification during the

temporary assignment and those duties that which distinguish that **higher** classification from all classifications with a lower rate of pay.

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

L "B" - PAY E T F

AUTHORIZED OVERTIME

1. PAYMENT FOR AUTHORIZED OVERTIME - SCHEDULE "8"

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

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 "E"**

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 the employee's regular earnings for the day, any employee required to work on a statutory

holiday, as outlined in Article 9, shall be paid for all hours worked on the statutory holiday at the rate of triple time (3X), with minimum pay for the statutory holiday of four (4) hours at triple (3X) time.

**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 $\frac{3}{4}$) 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 $\frac{3}{4}$) hours.

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

- (a) An employee who works overtime on a statutory holiday shall receive $(3 \times 12) = 36$ 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
REVISED 2001
BETWEEN: THE UNIVERSITY OF MANITOBA
- and -
THE CANADIAN AUTO WORKERS, LOCAL 3007
RESCHEDULE "B" • POWERHOUSE • EXCESS HOURS

The 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 2001.

The base relief schedule in the Powerhouse provides for seven and three quarter (7.75) hours Monday through Friday.

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

Where a relief employee is required to work more hours than provided for in the base schedule, and is not compensated by the payment of overtime as indicated above, the employee will be granted a corresponding number of hours to compensate for the additional hours.

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

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

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

**LETTER OF UNDERSTANDING
JUNE 1999
BETWEEN: THE UNIVERSITY OF MANITOBA
• and •
THE CANADIAN AUTO WORKERS, LOCAL 3007**

RE: EXTENSION OF LETTERS OF UNDERSTANDING RE:

- (1) 12-HOUR SHIFTS FOR POWER ENGINEERS ON
SHIFT • FORT GARRY CAMPUS
• AND •**
- (2) SCHEDULE "B" POWERHOUSE/EXCESS HOURS
• FORT GARRY CAMPUS
- TO -**

**THE POWER ENGINEERS ON SHIFT AT THE
BANNATYNE CAMPUS**

This Letter of Understanding was entered into between the University of Manitoba (UM) (University) and the Canadian Auto Workers (CAW) Local 3007 (Union) subsequent to collective bargaining (in 1998) for the 1998-2001 UM-CAW Collective Agreement.

WHEREAS there is in effect a Collective Agreement between the University of Manitoba and the CAW Local 3007 for the period September 28, 1998 to September 30 2001 (the Collective Agreement);

AND WHEREAS there is contained in the Collective Agreement a Letter of Understanding which provides for 12-hour shifts for the UM Physical Plant Power Engineers on

shift at the UM Fort Garry Campus - pages 81 & 82;

AND WHEREAS there is contained in the Collective Agreement a Letter of Understanding which deals with how "excess hours" worked by the UM Physical Plant Power Engineers on shift at the UM Fort Garry Campus are dealt with - page 83;

AND WHEREAS the UM Physical Plant Power Engineers on shift at the UM Bannatyne Campus, as described in the Collective Agreement, are covered by the Collective Agreement;

AND WHEREAS the UM Physical Plant Power Engineers on shift at the UM Bannatyne Campus want to be covered by 12-hour shifts - the same as are the UM Physical Plant Power Engineers on shift at the Fort Garry Campus;

NOW THEREFORE, the UM and the CAW hereby agree as follows:

TERMS OF AGREEMENT

1. It is agreed that the provisions of the Letters of Understanding which provide for:
 - (1) 12-hour shifts for the Physical Plant Power Engineers on shift at the Fort Garry Campus; and
 - (2) How "excess hours" worked by the UM Physical Plant Power Engineers on shift at the Fort Garry Campus are dealt with:

Effective immediately (June 1999) - are hereby

extended to cover the UM Physical Plant Power Engineers on shift at the Bannatyne Campus.

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
PRE-1992 (REVISED 2001)
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 Employer shall provide the Union, in writing, reasons for such transfer.**

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

LETTER OF UNDERSTANDING
(2001)

BETWEEN

THE UNIVERSITY OF MANITOBA
- and -
THE CANADIAN AUTO WORKERS, LOCAL 3007

RE: UTILITY CARETAKER WORK AREAS • FILLING OF
VACANCIES

The purpose of this Letter of Understanding is to provide an opportunity for employees in the Utility Caretaker classification to move to another assigned work area when a vacancy occurs in the employee's Zone. For the purpose of this Letter, "Zone" shall mean a Zone in the Physical Plant Department, the Bannatyne Campus or the Residences. This Letter does not affect the Employer's ability to assign work to employees.

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

Employees are not required to accept the offer of a relocation and, if the employee declines the opportunity,

the employee will be considered for a future relocation within the employee's Zone without reapplying.

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 the notice of lay off, that the employee is available for casual work.

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

- or -

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

(c) The employee's regular work hours would not

conflict/overlap with the casual work hours;

- and -

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

- (d) Application for a Food Service Internal Posting must be made on a Food Service "Application For Internal Posting" Form available from any Food Service Office and completed Applications must be submitted to the Office of the Director of Food Service by 3:00 P.M. of the expiry date on the Internal Posting.
- (e) Preference for the Internal Posting work will be given to senior employees for available work provided that they meet the basic qualifications for the work to be performed.
- (f) The successful applicant for an Internal Posting will be informed by Food Service, within three (3) days (excluding Saturdays, Sundays and holidays) of the expiry date of the Posting, of the start date in the Internal Posting vacancy.
- (g) During the period of time an Anticipated Long Term Absence (1st vacancy) or subsequent vacancy (2nd vacancy) is being internally posted and filled, the (1st and 2nd) vacancy may be filled by a Casual Employee.
- (h) When the term of the Internal Posting is completed, the employee who was selected for the Internal Posting shall return to the former position or to lay off status whichever is applicable.
- (i) Any 3rd and subsequent vacancies created by the

"internal postings" will be filled with Casual Employees.

(j) Short Term Absences will be filled with Casual Employees.

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

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.
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 designate.
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. **The weekly "Master Bumping and Final**

schedules" will be posted in the central Food Service Scheduling Office.

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

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

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

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

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

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

unreasonably denied.

- 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.

**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
(2001)
BETWEEN
THE UNIVERSITY OF MANITOBA
• and •
THE CANADIAN AUTO WORKERS, LOCAL 3007

RE: TRANSPORTATION

The University agrees to abide by section **18 (1)** of the Employment Standards Code (Employer to **Provide Transportation** within Certain Hours).

For Information Only

When an employer's place of business and an employee's residence are located within the **boundaries** of a city or town, the Employer shall provide the employee with adequate transportation between the residence and the workplace, or vice versa, when the employee's hours of work begin or end after twelve **(12)** midnight or before **6:00** a.m.

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

RE: STUDENT EMPLOYMENT

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

- 1.** The University acknowledges that the intent of Clause 12.13.2 of the Collective Agreement, "Work Being Performed by Students", is to protect bargaining unit work and thereby the job security of the bargaining unit;
- 2.** At the same time, the Union acknowledges that the Employer of the bargaining unit is a University and therefore that students are essential, fundamental, integral and important members of the University community;
- 3.** The Union also acknowledges that employment is an important priority for students in today's society;
- 4.** Therefore the University and the Union will maintain ongoing consultation on this matter and make every

reasonable effort to cooperate in facilitating employment opportunities for students; and

5. The University and the Union will enter into discussions with the Faculty of Agriculture with respect to facilitating employment opportunities for two students to perform work around Faculty of Agriculture buildings during the summer months.

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

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

RE: SAFETY AND HEALTH

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

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

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

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

(b) Designation

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

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

(c) Alternate Arrangements

If alternate arrangements, with respect to the day(s) the aforementioned holidays and/or

Vacation Entitlement are observed, are necessary due to the nature of the operation of any given department or area of the University, said arrangements shall be determined by the Department Head providing that the Department Head gives the affected employee(s) a minimum of ten (10) working days' notice of the alternate arrangement.

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

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

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

**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**

October 3, 2001

Ms. Cecile Cassista
National Representative
CAW - Canada
2nd Floor
1376 Grant Avenue
Winnipeg, Manitoba
R3T 2N2

Dear **Ms Cassista**:

Re: CAW **Representatives** on the Staff **Benefits Committee**

During the current round of collective bargaining the issue of the number of representatives on the Staff Benefits Committee was raised by the CAW.

I made a commitment to the bargaining team to raise this issue with the Staff Benefits Committee at the soonest possible opportunity. The concern

is that the CAW bargaining unit should have representative representation on the Committee.

By copy of this memo to the Chair of the Staff Benefits Committee I am requesting that this issue be discussed and that a reply be prepared once the matter has been considered.

Sincerely,

Terry **Voss**
Executive Director
Human Resources

Copy to: G. Renaud
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

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:

Fori 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.

University of Manitoba Human Resource Functions

The Executive Director of Human Resources is responsible for the overall Human Resource functions at the University of

Manitoba.

The University employs approximately six thousand (6000) employees of whom thirty-five hundred (3500) are support staff and twenty-five hundred are academic staff.

The majority of staff are in certified bargaining units of which there are eight (8), ie. four (4) support staff bargaining units, one student teaching assistant bargaining unit, and three (3) faculty bargaining units. There are twelve (12) non-bargaining unit employee groups at the University.

The Human Resources functions are divided into four (4) functional units operating out of five (6) different locations. The functional units are:

The Human Resources Department (309 Administration Building)

The Staff Benefits Office (180 Continuing Education Complex)

The Environmental Health and Safety Office (191 Frank Kennedy Centre)*

Equity Services (513 Drake Centre)

• Bannatyne Campus Offices are located at P001 Pathology Building at 789-3352 (Human Resources) and T157 Old Basic Sciences Building at 789-3613 (Environmental Health and Safety)

The Human Resources Department (474-9552)

The Human Resources Department provides a variety of services to all employees and management of the University.

The main focus for these services is support for recruitment and retention activities and assistance with respect to "best practice" management. These services include:

HR Consultants (474-9584)

- assistance with recruitment activities, information on support staff position vacancies, classifications, performance evaluations, collective agreement and University policy information.
- for detailed information on support staff employment opportunities please call the Positions Available Line (PAL) at 474-8199

Compensation Administration (474-8187)

- for classification and salary administration, salary and policy research information

Human Resource Information System (474-9123)

- for human resource management information (including seniority, vacations, attendance records, leaves of absence and the processing of payroll action forms)

Organizational Development (474-9124)

- for information on organizational development (including training, orientation, and educational assistance programs)

Staff Relations (474-7256)

- for information and advice to employees and management

regarding University policies, collective agreement administration, grievances and collective bargaining

Casual Employment Pool **(474-9552)**

- for assistance with the hiring of temporary or casual staff

The Environmental Health and Safety Office (474-8084)

The Environmental Health and Safety Office provides advice and assistance to all employees and management regarding matters such as:

- occupational health and safety issues such as Workers Compensation, ergonomics, safety training, hearing conservation, first aid training, disability management
- chemical and biological safety, WHMIS, and laboratory safety issues
- hazardous waste management and disposal, and the transportation of dangerous goods
 - asbestos management
 - confined space entry
 - fire safety and emergency evacuation procedures
 - radiation safety
 - indoor air quality issues

The Staff Benefits Office (474-8084)

The Staff Benefits Office provides advice and assistance to all staff regarding the University's program of staff benefits such as:

- Group Life Insurance
- Long Term Disability

- Health and Dental Plans
- (EAP) Employee Assistance Program (1-800-387-4765 toll free)
- Pension Plan administration

For information on the Staff Benefits Plans call 474-8084 and for information with respect to pension plan benefits call 474-8472.

Equity Services (474-7491)

Equity Services provides information, advice and administers the University policies on Employment Equity, Sexual Harassment and Human Rights. In addition the University has a program of Diversity Education which is available to all University staff and management.