

On July 10, 2009 AESES served notice to the University to revise and renew the AESES-UMSS Collective Agreement. The parties met for the first time on August 13, 2009 and exchanged proposals. The major issues relate to Hours of Work and Shift Schedules, Allocation of Overtime, Banking of Overtime, Staffing Levels, Inclusion of Supervisors in the bargaining unit, and Monetary Issues related to increases in annual salaries, shift and weekend premiums and meal allowances.

There have been fourteen (14) subsequent meetings between the parties with no resolution/agreement on the major issues. On May 19, 2010 AESES filed an application with the Minister of Labour requesting that a Conciliation Officer be appointed to aid the parties in coming to an agreement.

On June 7, 2010 the Minister of Labour appointed a Conciliation Officer to confer with the parties in an endeavor to bring about an agreement between the parties.

Conciliation meetings took place on June 16, 22, 24 and July 5, 6, 9, 13, 14 and 15. On July 15 the University proposed a final offer of settlement to the Union bargaining committee and asked that they take it to their membership for a vote. The offer expires on August 3, 2010 at 7:00 p.m. A copy of the final offer of settlement is included below:

July 15, 2010

Proposed terms of settlement between the University of Manitoba and AESES-UMSS:

ARTICLE 1 – PURPOSE

Delete the following from Clause 1.2

“mentioned in the attached Schedule “A” of the Collective Agreement”.

ARTICLE 2 – SCOPE AND RECOGNITION

Revise Clause 2.3.1 as follows:

2.3.1 The Employer may create new classifications, subject to the following:

- (a) In the event that a new classification is created, the Employer shall notify the Association of same by letter and provide a copy of the new classification specification, classification name, and rate of pay.
- (b) The Employer shall enter into discussions with the Association regarding the new classification specification, classification name, and rate of pay for the classification.
- (c) Where discussions are required they shall be conducted expeditiously and the Parties shall attempt to arrive at mutual agreement on matters discussed within a period not to exceed thirty (30) calendar days from the date of the letter mentioned in Clause 2.3.1 (a), unless that time period is extended by mutual agreement.
- (d) Any disagreement between the Employer and the Association on the

rate of pay for a new classification shall not preclude the Employer from filling the position(s) with the new classification.

ARTICLE 4 – COLLECTION OF UNION DUES

Revise Clause 4.1 as follows – Delete “social insurance number or” with the proviso that there be a Letter of Understanding regarding allowing a time line of six months and the Employer provide a retroactive “translation”

Revise Clause 4.4 as follows - Delete “social insurance number or” with the proviso that there be a Letter of Understanding regarding allowing a time line of six months and the Employer provide a retroactive “translation”

ARTICLE 5 – REPRESENTATIVES, COMMITTEES AND MEETINGS

Revise Clause 5.4 Remuneration for Union (Employee) Representatives as follows:

5.4 When meeting with the Employer the maximum number of employees attending as representatives of the Union who are entitled to be absent from scheduled work and receive regular salary shall be as follows:

Revise Clauses 5.4.1, 5.4.3 & 5.4.4 as follows:

Change “Human Resources Department” to “appropriate Staff Relations Officer”

Revise 5.5 Union Business as follows:

5.5 Upon application by the Union, the Employer shall grant a leave of absence without pay of up to one (1) year in duration for Union business. The employee shall have his/her salary and benefits continued and the University shall bill the Union for the cost of same. The Union shall reimburse the University within thirty (30) working days of receipt.

ARTICLE 6 – DISPATCH OF OFFICERS AND STAFFING

Revise Clause 6.1 Scheduling and Dispatch to Calls as follows:

6.1 The Employer agrees that normally employees shall patrol and/or respond to calls in teams of two (2).

Revise Clause 6.2 Staffing Levels as follows:

6.2 The Employer retains the right to reduce staffing levels for bona fide reasons. In the event that a reduction of staff makes it impossible to schedule as described in Clause 6.1, the Employer will provide a single officer response and patrol protocol.

Revise Clause 6.3 Bannatyne Campus Staffing as follows:

Delete the preamble

Revise Clause 6.3 (a) as follows:

6.3 (a) Where the University wishes to fill Vacant Patrol Officer positions at the Bannatyne Campus they will be posted internally at both campuses and communicated to all employees via e-mail

Revise Clause 6.3 (e) as follows:

6.3(e) Employees assigned to Bannatyne Campus as above may be temporarily assigned to the Fort Garry Campus by the Employer.

Revise Clause 6.3 (f) as follows:

Delete the existing 6.3 (f) and replace with the following:

6.3 (f) Employees may be temporarily assigned for short terms to either campus; however long term replacements will normally be assigned in accordance with the above procedures.

Delete 6.3 (g)

ARTICLE 7 – HOURS OF WORK, WAGES AND SHIFTS

The Employer is proposing a Twelve (12) hour shift that is compliant with the Manitoba Employment Standards Act and is prepared to meet with the Union for the purpose of creating a mutually agreeable shift schedule.

Revise Clause 7.6 (a) Shift Premium as follows:

7.6 (a) Where an employee works on scheduled shifts during the hours covered by the Night Shift he/she shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked on the Night Shift.

ARTICLE 8 – OVERTIME

Revise clause 8.1 Definition of Overtime as follows:

8.1 Overtime is any authorized time worked in excess of the regular hours of work per day/shift or per rotation interval (Clause 7.2) or per week (for non-shift employees) or on a holiday as provided for in Article 10 and Clause 11.10

Revise clause 8.2.6 Employees Excluded from Detailed Overtime as follows:

Add:

8.2.6 (c) For extraordinary circumstances as determined by the Director or Assistant Director

Revise Clause 8.8.1 Meal Allowance as follows:

8.8.1 In cases where overtime is unscheduled a meal will be provided or paid for by the Employer in accordance with the following:

0 to 4.99 hours of overtime – No Meal

5.00 to 8.99 hours of overtime – One (1) Meal

9.00 to 12:00 hours of overtime – A second meal will be provided

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

Revise Clause 8.8.2 as follows:

8.8.2 If the University cafeteria services are not available or are unable to provide a meal under clauses 8.8 or 8.8.1 the employee may make arrangements to have a meal delivered to Campus. Where the meal is delivered on Campus, the University shall reimburse the employee for a delivery charge up to a maximum of four dollars (\$4.00).

Revise Clause 8.9.1 as follows:

8.9.1 Employees may accumulate banked time to a maximum of one hundred and twenty (120) hours. When the employee's banked time accumulation goes over the maximum then the employee must make arrangements, within eight (8) working shifts, with the Employer to schedule time off to reduce the accumulation to at least the allowable maximum. If the employee does not make the necessary arrangements within the time period then the Employer shall schedule the employee for time off so that the banked time accumulation is reduced to the maximum. In no case shall an employee lose any accumulated banked time if it has not been taken as time off
Note: Will require variance from Manitoba Employment Standards

Revise Clause 8.9.3 (a) as follows:

8.9.3 (a) Requests for banked time off will be on a first come first served basis. Requests shall be submitted via e-mail to the Supervisor with copies to the Director and the Assistant Director. This provision does not apply to vacation requests.

Revise Clause 8.9.3 (e) as follows:

8.9.3 (e) An employee may request to cancel banked time off by providing the employer with a minimum three (3) calendar days notice of the cancellation. Such requests will be granted provided that the cancellation does not result in additional costs to the Employer.

ARTICLE 9 – SICK LEAVE

Revise Clause 9.1 as follows:

9.1 Definition of Sick Leave

Sick leave means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled, or because of an accident.

9.1.1 Sick Leave Full Time Employees

A full time employee shall be eligible for paid sick leave for up to one hundred and eighty (180) calendar days when he/she is unable to perform his/her regular duties as a result of illness, injury or becoming disabled. Time spent on modified hours shall be counted as sick leave. Time spent on modified duties may be counted as sick leave, depending on the severity of the modifications. For the purpose of this Article assignment to Station Duty does not constitute modified hours or duties.

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

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

9.1.2 Medical/Dental Appointments

Absences for dental and medical appointments for full-time employees shall be considered as sick leave. Except in emergency situations, the employee must notify the supervisor one (1) four (4) working day block previous to the date of appointment. Whenever possible, such appointments should be made on the employee's day off.

9.1.3 Sick Leave – Non Full-Time Employees

All employees other than full time employees shall be entitled to sick leave benefits upon completion of the equivalent of 480 hours of employment, at which point an employee's entitlement shall be thirty-two (32) hours. The employee will then be entitled to accumulate one (1) hour of sick leave with pay for each fifteen (15) hours of service (in addition to the aforementioned thirty-two (32) hours. 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 480 hours.

9.1.3 (3) Change 442 hours to "420" hours

Revise Clause 9.2 Notification of Employer When Sick as follows:

9.2 An employee who is unable to attend work due to illness or injury must notify the Employer by contacting the Station Duty Officer as soon as possible on the day of his/her absence. If the absence is of some duration, the employee should keep in contact (no less than once per calendar week) with his/her Supervisor (if unable to contact the Supervisor then the Director or Assistant Director), unless the employee has provided a medical certificate which has a date or anticipated date or return to work. In the event that this is not done the employee may be considered on leave without pay, unless he/she is able to prove to the Employer that notification was not possible.

Revise Clause 9.4 Manitoba Public Insurance Wage Loss Replacement Benefits

Delete 9.4 (b)

ARTICLE 10 – HOLIDAYS

Add the following to Clause 10.1

Louis Riel Day and Floating Day

Revise Clause 10.2 as follows:

Delete “A floating holiday shall be observed in lieu of Easter Monday” and “The day the floating holiday is observed shall be deemed to be the day it falls.”

Revise Clause 10.6 as follows:

Delete (i) and add “(This only applies to the effective date of termination/resignation)”

ARTICLE 11 VACATIONS WITH PAY

Revise 11.1 Vacation Entitlement – Regular Full-time Employees as follows:

Delete existing Columns B and C and replace with the following:

Column B

Column C

Hours of Vacation
Per Biweekly
Period Worked

Maximum hours of
Vacation Per Annum
*(For information only)

0.58 days x 8 hours

15 x 8 hours

0.77 days x 8 hours

20 x 8 hours

0.96 days x 8 hours

25 x 8 hours

1.15 days x 8 hours

30 x 8 hours

Revise Clause 11.2 Vacations – When Granted as follows:

Vacations will normally be granted between April 30th and August 31st 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. Requests for vacation are to be submitted by the employee to the Employer by the 15th of April of each year. A response to such request shall be provided by the Employer by the 30th of April each year.

11.2.1

The Employer is requesting interest-based discussions on the scheduling of vacation factoring in fairness and respecting seniority.

Revise Clause 11.9 Vacation Pay – Employees Other than Regular Full-time Employees

Delete the last paragraph.

ARTICLE 13 – SENIORITY AND RETIREMENT

Revise Article 13 as follows:

13.1 Definition of Seniority

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

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

Employees' names will be removed from the Seniority List when seniority is lost in accordance with 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. If there is more than one new employee with the same start date then they will be placed on the list in alphabetical order, by surname, starting at "A".

13.2 Application of Seniority

Seniority shall apply to the following:

- (a) The allocation of overtime in accordance with Clause 8.2;
- (b) The filling of job vacancies in accordance with Clause 15.1;
- (c) Layoff and recall in accordance with Clauses 15.9 and 15.10;
- (d) The assignment of casual work in accordance with Clause 15.11; and
- (e) The scheduling of vacation in accordance with Clause 11.2.1.

13.3 Definition of Service

An employee's service shall 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;

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.

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

13.4 Loss of Seniority and Service

An employee shall lose all seniority and service if he or she:

- (a) Voluntarily quits or retires from the employ of the Employer;
- (b) Is dismissed and not reinstated;
- (c) Is a Regular Full-time employee who has been laid off for more than twelve (12) consecutive months;
- (d) Is an employee other than Regular Full-time who has been laid off for more than nine (9) consecutive months;

- (e) Following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work, of his/her intention so to return or fails to report to work on the date and at the time specified in the said notice. It shall be the duty of the employee 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;
- (f) Leaves the bargaining unit as provided in Clause 13.7 and does not return within the required sixty (60) working days.

13.5 Seniority List

The Employer shall post in the month of May each year a Seniority List of the employees which shall show the numerical (seniority) ranking, name and classification of each employee. A copy of this list will be sent to the Union. The list shall remain open for a period of twenty (20) working days from the date of posting for corrections. An employee or the Union may have an error corrected by submitting documentation of the error to Human Resources with the twenty (20) working day period. Any claim of error must relate directly to the one (1) year period of April 1st to March 31st immediately preceding the May posting. If a correction is made it will appear on any subsequent listing.

13.6 Service List

The Employer shall post in the month of May each year a Service List of the employees which shall show the name, service start date, years of service and classification. A copy of this list will be sent to the Union. The list shall remain open for a period of twenty (20) working days from the date of posting for corrections. An employee or the Union may have an error corrected by submitting documentation to Human Resources with the twenty (20) working day period. If a correction is made it will appear on any subsequent listing.

13.7 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.

13.8 Retirement

Conditions of retirement are governed by the University of Manitoba Pension Plan (1993).

ARTICLE 14 – POSITION CLASSIFICATION AND TEMPORARY APPOINTMENT/ASSIGNMENT

Revise 14.1 Position Classifications as follows:

14.1 The current classifications are as follows:

- Patrol Supervisor
- Patrol Officer
- Community Liaison Officer
- Investigator/Trainer

Delete 14.1.4 in its entirety

Revise Clause 14.3 Temporary Assignment – Acting Patrol Supervisor

14.3 There shall be a Patrol Officer designated as Acting Patrol Supervisor on each Platoon at both the Fort Garry and Bannatyne Campuses. Where a Patrol Supervisor is absent or unavailable for an entire shift or longer, then the designated Patrol Officer shall be considered as the Acting Patrol Supervisor and shall be paid for all times at his/her hourly rate of pay plus ten (10%) percent of his/her hourly rate of pay, but not to exceed the Patrol Supervisor Step One (1) rate of pay.

In the event that both the Supervisor and the designate are absent then the most senior member on duty (regardless of which campus the member is normally assigned) shall be the Acting Supervisor and receive acting pay for those shifts.

Revise Clause 14.6 Station Duty Assignment as follows:

14.6

- 1) Employees (excluding Patrol Officers or Supervisors posted to Bannatyne) shall be assigned Station Duty on a rotating basis. Rotation shall be for one (1) shift per employee.
- 2) Station Duty rotation will be suspended whenever the Employer is required to accommodate an employee for light duties, or if the Employer decides to omit Station Duty from the duties of Patrol Officers and Supervisors.

ARTICLE 15 – JOB POSTINGS, SELECTION, TRANSFER, PROBATION PERIOD, TRIAL PERIOD, LAYOFF AND RECALL

Revise Clause 15.6 Probation Period as follows:

15.6 Change “1044” to “1040”

ARTICLE 16 – LEAVE OF ABSENCE

Revise Clause 16.1 General Leave as follows:

15.6 If circumstances permit the Employer shall grant leave of absence without pay provided there is justifiable reason. Prior to being placed on a leave of absence without pay, the employee must first exhaust all his/her accumulated banked time, banked overtime and vacation. The total length of the absence shall not exceed one (1) year. Any leave of absence beyond three (3) days shall be applied for and confirmed in writing.

Revise Clause 16.2 Bereavement Leave as follows:

An employee shall normally be granted four (4) regularly scheduled consecutive work days compassionate leave without loss of salary or wages in the case of the death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, or of any second degree relative who has been residing in the same household or anyone for whom the employee is the primary care giver.

Revise Clause 16.4 Family Care as follows:

16.4 Change title of 16.4 from “Family Care” to “Unscheduled Family Care” and revise the clause as follows: “An employee shall be allowed up to one (1) regularly scheduled working day with pay, to a maximum of three (3) separate occasions during a fiscal year, to make unscheduled arrangements for the continuing care and supervision of a

member of his/her immediate family where the family member's normal care giving arrangements (such as day care or home care) or a serious illness (such as a child with a fever or an accident or trauma) require the employee to attend and or arrange for continuing care. For the purpose of this article, the term immediate family means the employee's parent, spouse or child.

Correct Clause 16.6.1 as follows:

Correct numbering to read 16.6.15

Revise Clause 16.7.3 as follows:

Change "her" to "his/her"

ARTICLE 17 – GRIEVANCE PROCEDURE AND ARBITRATION

Revise Clause 17.10 as follows:

17.10 Change "Human Resources Department" to "appropriate Staff Relations Officer"

ARTICLE 18 – NOTICE

Delete 18.2.1 and 18.4.1

ARTICLE 25 – TRAVEL ALLOWANCES

Revise Clause 25.3 as follows:

25.3 Travel allowance shall only be payable if the employee is required to travel to another work site or destination during his/her shift. For the purpose of picking up uniform and/or equipment the above includes travel from the normally assigned work site to the temporary assigned work site.

Revise Clause 25.3.1 as follows:

25.3.1 Employees shall be reimbursed for any parking expenses incurred when attending another work site or destination other than their currently assigned campus.

ARTICLE 26 – DISCIPLINE AND DISMISSAL

Change "Human Resources Department" to "appropriate Staff Relations Officer"

Revise Clause 26.2 Unacceptable Behaviour as follows:

26.2 Notice or warning need not be given in cases of suspension or dismissal resulting from severe problems such as violent behaviour, insubordination, theft or sexual harassment or dereliction of duty as set out in the Agreement between the City of Winnipeg and the University of Manitoba re: Special Constable Status "Guidelines for the University of Manitoba Patrol Services Department".

Employees suspended without pay under this clause may be subject to any one of the levels of discipline contained in Article 26.1 for any future infractions warranting disciplinary action.

ARTICLE 34 – DURATION

34.1 The University is proposing duration for the period September 19, 2009 to

September 22, 2012.

LETTERS OF UNDERSTANDING

Delete in its entirety: Letter of Understanding RE: Implementation of Clause 6.3 – Patrol Officers Identified as Most Senior

SALARY INCREASES:

1. For the period beginning September 19, 2009 – September 17, 2010 of the 2009 – 2012 Collective Agreement and effective September 19, 2009 all Schedule A – salaries shall increase by 2.9% over and above the wages in effect for the period ending September 18, 2009.
2. For the period beginning September 18, 2010 – September 16, 2011 – 0% increase to Schedule A
3. For the period beginning September 17, 2011 – September 14, 2012 – 0% increase to Schedule A

SCHEDULE B

UNIFORMS AND EQUIPMENT

Revise Schedule B as follows:

This is Schedule B of the 2009 - 2012 Collective Agreement between the University of Manitoba and AESES (UMSS)

UNIFORMS AND EQUIPMENT

The Employer agrees to furnish the employees with all prescribed articles of uniform that the Employer requires the employee to wear on the following basis:

- 1 Jacket (with zip-in lining)
- 4 Pair Uniform Trousers (cargo style)
- 1 Pair Dress Trousers
- 4 Shirts (Short Sleeve)
- 4 Shirts (Long Sleeve)
- 1 Sweater
- 2 Turtleneck (sweaters or dickies or combination thereof) (upon request of employee)
- 1 Pair of Summer Shorts (upon request of employee)
- 1 Pair of Police Boots*
- 1 Pair of Police Oxfords*
- 1 Pair of Winter Gloves or Mitts (upon request of employee)
- 2 Ties
- 1 Winter Headwear
- 1 Summer Headwear
- 1 Balaclava (upon request of employee)
- 1 Protective Gloves
- 1 Protective Vest (upon request of employee)
- 1 Set of Shoulder Flasher
- 1 Notebook
- Surgical type disposable gloves (as required)

*Employees wishing to purchase approved footwear with a higher purchase value than Employer supplied footwear, may do so and will only be required to pay the difference.

At the time of hire, the Employer shall provide the following items:

- 1 Flashlight
- 1 Handcuffs
- 1 Belt for carrying flashlights, etc.
- 1 Rain covers for caps
- 1 Surgical Glove Holder

When assigned, as follows:

Traffic Duty – 1 **Traffic Vest**
Bike Patrol Duty – Necessary Safety Equipment

Raincoats will be available for use by employees
Winter parkas will be available for use by employees

Add the following Letter of Understanding:

LETTER OF UNDERSTANDING

-BETWEEN-

THE UNIVERSITY OF MANITOBA

-AND-

THE ASSOCIATION OF EMPLOYEES
SUPPORTING EDUCATION SERVICES
SECURITY SERVICES UNIT
(AESES-UMSS)

**RE: EMPLOYEE “READ ONLY” ACCESS TO THE BANKED TIME/HOLIDAY
SCHEDULE MASTER LIST (“S”DRIVE)**

During negotiations for the 2009 – 2012 Collective Agreement the Parties discussed and agreed to apply the following:

TERMS OF AGREEMENT

1. The Employer agrees to grant “read only” access to the Banked Time/Holiday Schedule Master List on the “S” Drive.
2. “Read only” access will continue for the duration of the collective agreement. Either party may request a meeting with the other party to discuss any issues that might arise during the term of the collective agreement for the purpose of resolving the issues. If the issues cannot be resolved then either party has the right to terminate this Letter of Understanding.

3. In the event that there are technological changes that occur regarding the "S" Drive that are outside of the control of the Department of Security Services but that make it impossible for the Department of Security Services to continue Employee "read only" access, then the Employer reserves the right to terminate Employee access and this Letter of Understanding.