

## **AESES Collective Agreement Update**

**Duration: April 9, 2011 – April 3, 2015**

### **Clause 2.2.2 FULL-TIME STUDENTS EXCLUDED SEPTEMBER 15<sup>TH</sup> TO APRIL 15<sup>TH</sup>**

- Change *university* to *postsecondary institution*

### **Clause 2.7 INFORMATION TO ASSOCIATION**

- Delete *Social Insurance Number*

### **Clause 6.1 POSITION VACANCY POSTING**

- **Revise as follows:**

*Where the employer requires that a continuing, sessional or project position be filled, the Employer shall post a Position Vacancy Notice on the University's employment website for a minimum of seven (7) calendar days prior to the date of closure. A copy of the Position Vacancy Notice will be sent to the Association office*

### **Clause 6.1.2 WHEN POSITION VACANCY POSTING/NOTICE NOT REQUIRED**

- **Add:**

*(e) A position vacancy that has occurred as a result of an employee having successfully exercised their rights under Clause 6.5.1 of this Agreement.*

### **Clause 6.3 SELECTION FOR VACANCY**

- **Add a new paragraph 3 as follows:**

*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.*

### **Clause 8.1.2 NEW**

- **Add the following new clause under clause 8.1 SENIORITY**

*For the purpose of determining seniority earned for holiday pay in accordance with Clause 14.2 (c), an employee whose hours of work and/or rate of pay vary from day to day, the employee shall earn service equivalent to five percent (5%) of his/her total hours worked, exclusive of overtime, during the twenty-eight day period preceding the holiday.*

### **Clause 9.1 (a) STEP 1 – ORAL WARNING**

- **Revise as follows:**

*.....If the Oral Warning is still in effect after three (3) months from the date of its issuance, the Employer shall initiate a review of the Oral Warning. In exceptional circumstances the review by the Employer may be delayed by a maximum of 30 calendar days. If no review has taken place in accordance with the requirements of this clause, the Oral Warning shall be considered void, shall be removed from the employee's employment file, and shall not be referred to in any subsequent proceedings. An Oral Warning shall expire and the written summary shall be removed from the employee's employment file six (6) months after its date of issuance unless in that period of time further disciplinary action has been taken.....*

### **Clause 9.1 (b) STEP 2 – LETTER OF WARNING**

- **Revise as follows:**

*.....If the Letter of Warning is still in effect after three (3) months from the date of its issuance, the Employer shall initiate a review of the Letter Warning. In exceptional circumstances the review by the Employer may be delayed by a maximum of 30 calendar days. If no review has taken place in accordance with the requirements of this clause, the Letter Warning shall be considered void, shall be removed from the employee's employment file, and shall not be referred to in any subsequent proceedings. A Letter of Warning shall expire and the written summary shall be removed from the employee's employment file six (6) months after its date of issuance unless in that period of time further disciplinary action has been taken or the Employer confirms in writing to the employee that the Letter of Warning will be continued beyond the six (6) month period. The period of time that a Letter of Warning may be continued shall not exceed six (6) months.....*

### **Clause 12.3.2 CALLBACK**

- **Add new 12.3.3 as follows:**

*Where it is possible to remedy a problem by contact an employee at home rather than requiring the employee to return to work, the employee shall be compensated. If the employee takes less than one (1) hour to remedy the problem the employee will be paid one (1) hour's pay; if the work takes more than an hour or the employee has to return to work, Callback shall apply in accordance with the Callback provisions of Clause 12.3.2. Where an employee is contacted by telephone, such call must be made or authorized by the person having authority to authorize overtime and employees so contacted are entitled to rely on information from the caller that such a call has been so authorized.*

- **Add new 12.3.4 Rest Break as follows:**

Whenever an employee is required to work overtime, the employee shall, at his/her option, be entitled to a minimum of eight (8) hours rest before starting the next regular work day (eg: where the overtime ended at 2:00 a.m. the employee shall not be required to report to work for the next day until 10:00 a.m.). In the event that the employee's choice of the 8 hour rest period results in the employee starting work after the normal start time, the employee shall work a regular shift and his/her schedule shall be extended accordingly.

#### **Clause 12.4 OVERTIME MEAL ALLOWANCE**

- **Revise as follows:**

*Where an employee is required to work overtime following the normal work day and it is expected that the work will require more than two (2) hours to complete, the employee will be provided with a meal ticket representing payment for a hot meal at Pembina Hall as near as possible to the normal meal time or, at the option of the employee, the University shall reimburse the employee to an amount not to exceed ten dollars (\$10.00) upon submission of a receipt. 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 accordance with this clause.*

#### **Clause 12.7 BANKING OF AUTHORIZED OVERTIME**

- **Revise as follows:**

*Where an employee is required to work overtime he/she may, if the Employer agrees, elect time off instead of payment to a maximum accumulation of ~~twenty five (25) working days~~ forty (40) hours at any point during the fiscal year. Such time off shall be equivalent in hours to the pay for such overtime that would have been calculated under Clause 12.3. The employee shall make the election at the time of completing the overtime claim sheet. The time off will be taken at a time requested by the employee unless in the opinion of management the time requested would be disruptive to the operation of the department. All accumulated hours worked over ~~twenty five (25) working days~~ forty (40) hours shall be paid as overtime.*

#### **Clause 12.8 BANKING OF REGULAR TIME**

- **Revise 12.8 as follows:**

*Where 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. Employees shall not be requested to initiate such exchange or to bank regular time in substitution for overtime as defined in the collective agreement.*

**Clause 12.11 TRANSPORTATION ALLOWANCE**

- **Revise as follows:**

*The Employer will provide cost of transportation to his/her home within the City of Winnipeg limits for any employee whose shift ends between 12:00 midnight and 6:00 a.m. the following morning. No transportation will be provided outside of the City of Winnipeg limits.*

**Clause 15.1 VACATION ENTITLEMENT – REGULAR CONTINUING EMPLOYEES**

- **Revise 15.1 by deleting existing Columns B and C and replacing with the following:**

**Column B**

**Column C**

<u>Hours of Vacation</u> <u>Per Biweekly</u> <u>Period Worked</u>	<u>Maximum hours of</u> <u>Vacation Per Annum</u> <u>*(For information only)</u>
<u>0.58 days x 7 hours</u>	<u>15 x 7 hours</u>
<u>0.77 days x 7 hours</u>	<u>20 x 7 hours</u>
<u>0.96 days x 7 hours</u>	<u>25 x 7 hours</u>
<u>1.15 days x 7 hours</u>	<u>30 x 7 hours</u>
<u>(For those employees working a seven (7) hour day)</u>	

<u>Hours of Vacation</u> <u>Per Biweekly</u> <u>Period Worked</u>	<u>Maximum hours of</u> <u>Vacation Per Annum</u> <u>*(For information only)</u>
<u>0.58 days x 7.5 hours</u>	<u>15 x 7.5 hours</u>
<u>0.77 days x 7.5 hours</u>	<u>20 x 7.5 hours</u>
<u>0.96 days x 7.5 hours</u>	<u>25 x 7.5 hours</u>
<u>1.15 days x 7.5 hours</u>	<u>30 x 7.5 hours</u>
<u>(For those employees working a seven and one-half (7 1/2) hour day)</u>	

<u>Hours of Vacation</u> <u>Per Biweekly</u> <u>Period Worked</u>	<u>Maximum hours of</u> <u>Vacation Per Annum</u> <u>*(For information only)</u>
<u>0.58 days x 8 hours</u>	<u>15 x 8 hours</u>
<u>0.77 days x 8 hours</u>	<u>20 x 8 hours</u>
<u>0.96 days x 8 hours</u>	<u>25 x 8 hours</u>
<u>1.15 days x 8 hours</u>	<u>30 x 8 hours</u>
<u>(For those employees working an eight (8) hour day)</u>	

#### **Clause 15.4 VACATION – ADVANCE AND CARRY OVER**

- **Revise 15.4 as follows:**

*Subject to written approval of the department up to ten (10) working days of vacation may be taken in advance provided it has been earned. Up to ten (10) working days of vacation may be carried over the normal vacation year to the next vacation year.*

*Subject to the above, vacation entitlement which has not been used or scheduled for use by December 1<sup>st</sup> in the current vacation year will be scheduled by the Employer to ensure that all vacation entitlement is used by the end of the vacation year (March 31). The Employer will provide at least fifteen (15) calendar days' notice of the start of an employee's scheduled vacation. Prior to scheduling such vacation, the Employer shall give seven (7) calendar days' notice to the employee to allow the employee to make a final request for his/her holidays of preference.*

#### **Clause 15.11 CHRISTMAS – NEW YEAR'S VACATION ENTITLEMENT**

- **Revise 15.11 as follows:**

*The following Christmas-New Year's Vacation Entitlement shall apply annually in addition to the vacation entitlement provided for in Clause 15.1 and Clause 15.9.*

*Employees who, in accordance with Clause 14.2 of the Collective Agreement, qualify for the ½ day holidays before Christmas Day and New Year's Day (when applicable), Christmas Day, Boxing Day, Floating Holiday and New Year's Day as paid holidays shall also be entitled to three (3) paid Christmas-New Year's Vacation Entitlement.*

*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 1<sup>st</sup> preceding the Christmas-New Year's Break in each year.*

*Where the wages of an employee vary from day to day, his/her pay for Christmas-New Year's Entitlement on which he/she has not worked shall be at least equivalent to five percent (5%) his/her wages exclusive of overtime for twenty-eight (28) day period immediately preceding the holiday.*

*Where the wages of an employee do not vary from day to day, his/her pay for the holiday shall be equal to his/her regular daily wage.*

*See also Article 16, Annual Christmas-New Year's Break.*

**Clause 17.1.1 SICK LEAVE – FULL-TIME CONTINUING EMPLOYEES**

- **Revise 17.1.1 as follows:**

*A full time continuing employee shall be eligible for paid sick leave 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.*

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

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

**Clause 17.1.3 MEDICAL/DENTAL APPOINTMENTS**

- **Add a new paragraph 3 to 17.1.3 as follows:**

*Medical/Dental appointments for part-time employees are not paid sick leave.*

**Clause 17.5 M.P.I.C. WAGE LOSS REPLACEMENT BENEFITS**

- **Delete 17.5 (b)**

*~~(b) If the process in (a) is problematic to either the Employer or the Employee, the Employee shall receive their wage loss replacement benefits from MPI and the Employer will pay to the Employee a top up sick leave salary for the period of absence from work related to the injury and the MPI wage loss replacement benefits.~~*

**Clause 17.7 FULL-TIME CONTINUING EMPLOYEES ON LONG TERM DISABILITY – DURING THE FIRST 180 DAYS**

- **Revise 17.7 as follows:**

Unless it has been determined that the position is no longer required, the University will hold open a full-time continuing employee's position for their return to work under the following conditions:

1. The employee has been accepted for benefits under the University's Long Term Disability Plan;
2. At the end of the paid sick leave, ~~beginning of Long Term Disability~~ the employee obtains a written prognosis from his/her Doctor stating that the employee is expected to be medically capable of returning to work within the first 180 Calendar days of disability.
3. During the first 180 Calendar days of disability, the employee is certified by their Doctor to be medically capable of returning to their former position and they cease to qualify for Long Term Disability benefits.

#### **Clause 17.8 CESSATION OF LONG TERM DISABILITY BENEFITS**

- **Re-Title Clause as follows:**

**Clause 17.8 Cessation, Denial or Failure to apply for Long Term Disability Benefits**

- **Revise Clause as follows:**

*Subject always to the employer's responsibilities regarding reasonable accommodation:*

**17.8.1 Where an employee has exhausted sick leave entitlement under clause 17.1.1 and 17.1.2, but remains unable to return to work for medical reasons and has:**

- (1) Elected not to make application for benefits under the Long Term Disability Plan, or
- (2) Made application for benefits under the Long Term Disability Plan and is awaiting the insurer's decision on the application, or
- (3) Been declined by the insurer and is either in the process of appealing the insurer's decision or has exhausted the appeal process, or
- (4) Been accepted by the insurer, but then ceases to qualify for Long Term Disability benefits,

**The employee shall maintain seniority for a maximum of twenty-four (24) months subject to the employee providing satisfactory medical documentation in accordance with Clause 17.4 that they are unable to return to work.**

**17.8.2 If the employee is able to return to work during the twenty-four (24) month period but not to his/her former position:**

- (a) *For medical reasons; or*
- (b) *Because he/she is no longer qualified for his/her former position; or*
- (c) *Because his/her former position has been filled in accordance with the Collective Agreement; or*
- (d) *Because it has been determined that the position is no longer required;*

**The employee shall be subject to the following provisions:**

*(e) The employee shall receive forty (40) working days written notice (without pay) of lay-off.*

*(f) A meeting will be arranged with the employee, an AESSES representative and a representative of Human Resources to review the appropriate provisions of the Collective Agreement.*

*(g) During the forty (40) working day notice period referred to in (e) above, the employee shall be treated in accordance with the procedures outlined in Clause 10.5 through 10.11.*

*(h) If the employee has the right to exercise his/her seniority as provided for in Clause 10.7, the employee shall within five (5) working days of the meeting referred to in (f) herein, respond in writing to Human Resources as to whether he/she wishes to exercise his/her seniority.*

### **Clause 18.3 FAMILY CARE**

- **Re-Title Clause 18.3 as follows:**  
**Clause 18.3 Unscheduled Family Care**

### **Clause 18.4 BEREAVEMENT LEAVE**

- **Revise as follows:**

*A regular or project employee shall be granted four (4) regularly scheduled work days bereavement 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 any other second degree relative who has been residing in the same household.*

*Where the funeral service is delayed the employee will upon request, be allowed to separate the days of leave to coincide with the date of the funeral service.*

*An employee who is on vacation and becomes entitled to bereavement in accordance with this clause shall, upon request, be allowed to substitute bereavement leave for vacation.*

*A regular or project employee shall be granted one (1) regularly scheduled work day of bereavement leave without the loss of salary or wages in the case of the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild or any one for whom the employee is the primary care giver.*

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

*All other categories of employees will be eligible for unpaid bereavement leave in accordance with the Employment Standards Code of Manitoba.*

*Note: Common Law relationships and family members are recognized for the purposes of this Article.*

### **Clause 18.6.3 PLAN B MATERNITY LEAVE WITH MATERNITY LEAVE ALLOWANCE**

- **Revise 18.6.3 (c)(1) as follows:**

*(c) Sign an agreement with the Employer providing that:*

*(1) She will return to work in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits and will remain in the employ of the Employer on a full time basis for ~~at least six (6) months~~ for the duration of the maternity leave with allowance following her return to work.*

### **Clause 18.7.3 PLAN B PARENTAL LEAVE WITH PARENTAL LEAVE ALLOWANCE**

- **Revise 18.7.3 (c)(3) as follows:**

*(c) Sign an agreement with the Employer providing that:*

*(1) He/she will return to work in the position occupied by him/her at the time such leave commenced or in a comparable position with not less than the same wages and benefits and will remain in the employ of the Employer on a full time basis for ~~at least six months~~ for the duration of the parental leave with allowance following his/her return to work.*

*New Language to take effect for applications received after April 7, 2012*

### **Clause 19.1.1 STAFF BENEFITS**

- **Revise 19.1.1 as follows:**

*The Association shall have a minimum of five (5) representatives on the Staff Benefits Committee, unless additional representatives are recommended by Staff Benefits Committee and approved by the Board of Governors.*

### **Clause 25.6 JOINT CLASSIFICATION APPEALS COMMITTEE**

- **Revise Clause 25.6.1 through 25.6.3 as follows**

*25.6.1 The Joint Classification Appeals Committee shall meet to resolve appeals of job classifications. The committee Secretary shall provide AESES with three (3) copies of the written appeal (and documents attached thereto) and all relevant comparison job descriptions.*

*25.6.2 An employee or his/her supervisor who feels that a position has been incorrectly classified by Human Resources may file a written appeal to the Committee for consideration, notifying the other person that he/she has done so. The written appeal must be submitted not later than twenty (20) working days from receipt of Human Resources' decision on the request for reclassification. The employee and the supervisor may make written*

*representation to the Committee. The Committee may call upon such persons as it deems necessary to give information or advice. The Committee Secretary shall, within twenty (20) working days of receipt of the appeal, notify the person who submitted the appeal of:*

*(a) The decision of the Committee; or*

*(b) The date by which the Committee expects to have made a decision.*

*If the Committee has not made a decision by the date specified in the notice then the Committee Secretary shall ensure that the person who submitted the appeal is kept informed of the status of the appeal and any other date by which the Committee may be expected to have made a decision.*

*25.6.3 The decision of the Joint Classification Appeals Committee shall be final and binding. The decisions of this Committee are not grievable. The Secretary of the Committee shall communicate the Committee's decision in writing to the supervisor and the employee.*

*25.6.4 The position which was the subject of the appeal may not be the subject of a subsequent Classification Review until either:*

*(a) Twelve (12) months have elapsed since the previous decision of the Joint Classification Appeals Committee was rendered by the Committee; or*

*(b) The level of the job content for the position shall have seen significant change, as determined by Human Resources, and has been processed by that Office.*

#### **Clause 26.8 NEW HIRES**

- **Revise as follows:**  
Change "6" to "10" in all three places

**LETTERS OF UNDERSTANDING:**

**1. RE: REVIEW OF WORKLOADS AND WORKLOAD MANAGEABILITY (page 111 of old agreement)**

- **Revise paragraph 4 as follows:**

*In situations where either the Employer or the Union are of the view that discussions may be beneficial to resolving workload concerns, the Parties will meet to discuss possible areas of concern and options for consideration in order to attempt to resolve the concern(s).*

*Nothing in this LOU is intended to remove or alter any grievance rights available to the parties under the collective agreement.*

**2. RE: CLAUSE 10.1(b) (TRANSFERS) (page 90 of old agreement)**

- **Delete LOU in its entirety.**

**3. RE: REVIEW OF VARIABLE HOURS (0 – 35) POSITIONS (page 110 of old agreement)**

- **Revise paragraph 3 of LOU as follows:**

*The UM hereby agrees that ~~on an annual basis~~, when requested by AESES, appropriate UM representatives will meet with AESES representatives to provide available information on the positions categorized as having variable hours and their actual hours in each pay period. The objective of the meeting will be to see if any of these positions are more appropriate for other position categories and to reach mutual agreement on any actions required to move their categories.*

*Nothing in this LOU is intended to remove or alter any grievance rights available to the parties under the collective agreement.*

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

- **Delete Letter of Understanding page 89 of old agreement and move language to Clause 6.3 as new paragraph 3**

**MONETARY ITEMS:**

**Clause 21.5 SAFETY FOOTWEAR**

- **Increase Safety Footwear allowance as follows:**
  - **Effective April 1, 2012 – increase to \$130.00**
  - **Effective April 1, 2013 – increase to \$150.00**

**Letter of Understanding Re: Clothing Allowance (page 96 of old agreement)**

- **Revise as follows:**

**RE: CLOTHING ALLOWANCE**

The University agrees to make a lump sum payment in the amount of one-hundred and seventy-five (\$175.00) to all regular employees and project employees ( in positions greater than six (6) months) in the following employees positions:

**GLENLEA RESEARCH STATION**

All Agriculture Attendants except Swine Units

One (1) Repair/Service Technician 4

**T. K. CHEUNG RESEARCH CENTRE**

All Agriculture Attendants

**POULTRY RESEARCH UNIT**

All Agriculture Attendants

**PLANT SCIENCE**

One (1) Technician

**SOIL SCIENCE**

One (1) Technician

~~Protective clothing allowance will include field technicians whose duties require that a significant portion of their time hours is spent in tractor operation and maintenance.~~

**DELTA MARSH FIELD STATION**

One (1) Technician

## **BIOLOGICAL SCIENCES**

Six (6) Animal Technicians and/or Animal Attendants

One (1) Technician 6

## **VETERINARIAN SERVICES**

Two (2) Animal Technicians

The lump sum payment shall be made annually in the first pay period following the effective date of the Collective Agreement.

An Allowance for new employees to the above list will be provided at the beginning of employment on a monthly pro rata basis for the remainder of the period covered by the clothing allowance in effect.

Employees in receipt of clothing allowance and whose employment terminates during the period covered by the clothing allowance will have an amount withheld from their final cheque equivalent to the remaining portion of the period covered by the clothing allowance.

For purposes of definition, a month will be considered to have been completed when at least one half of a month is worked.

It is understood by both Parties that the above payments are for the purpose of reimbursing employees in the purchase of protective clothing to be worn periodically in work situations where it is necessary to shield the employee's work clothing.

It is further understood that it is the employee's obligation to provide his/her own work clothing.

The present practices for the provision of protective clothing as per Clause 22.1 will be continued.

If either party wishes to add additional positions, the parties will meet to review.

For those positions identified in Plant Science, Social Science, Biological Science (including two (2) positions in Psychology), and Veterinarian Services, the position number for those positions entitled to the clothing allowance at the time of ratification will be identified for each position.

- **Effective April 1, 2013 – increase amount to \$190.00**

**Letter of Understanding Re: Clothing Allowance Central Animal Care (page 98 of old agreement)**

- Effective April 1, 2013 – increase amount to \$90.00 in # 1 and #2; increase amount to \$45.00 in #3

**Letter of Understanding Re: Clothing Allowance – Faculty of Dentistry, Dentistry Clinic and Graduate Orthodontic Clinic (page 99 of old agreement)**

- Effective April 1, 2013 – increase amount to \$85.00 per six month period throughout

**General Wage Increase:**

- Referred to Final Offer Selection Arbitration scheduled on July 3, 2012 with the following one monetary item to be determined by the Arbitrator:
  - The April 13, 2012 proposal from AESES for a 4 year agreement (salary increase of 0%, 2.9%, 0%, 2.9%)
  - The January 25 2012 proposal from UM for a 4 year agreement (salary increase of 0%, 0%, 2.9%, 2.9%) plus the April 5, 2012 proposal of a Memorandum of Agreement on Special Adjustment Process.

**EDITORIAL CHANGES:**

- Update “FOR INFORMATION ONLY” – starting on page 227 of the old agreement
- Replace old “ESSENTIAL SERVICES AGREEMENT” on page 234 of the old agreement with the new agreement dated September 14, 2010
- Update 18.7.4 (b) and (c) to read 18 weeks