

COLLECTIVE AGREEMENT

BETWEEN:

THE UNIVERSITY OF MANITOBA

(hereinafter called  
"the Employer" or "the University"),  
OF THE FIRST PART

- and -

THE ASSOCIATION OF EMPLOYEES  
SUPPORTING EDUCATION SERVICES

(hereinafter called  
"the Association" or "AESES" or "the Union"),  
OF THE SECOND PART

APRIL 9, 2011 to APRIL 4, 2015

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NOTE: A detailed index can be found at the back of this Collective Agreement.

## **ARTICLE 1 PURPOSE, MUTUAL INTEREST AND OBLIGATION**

### **1.1 PURPOSE**

The purpose of this Collective Agreement in establishing terms and conditions of work, hours of work, wages and salaries is to promote cooperation and harmony between Employer and employees, so that the University, as a public institution, is successful in its promotion of 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 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. In accordance with the Labour Relations Act, Chapter L10, Part V, Section 89(2), the Association and its members, individually and collectively, pledge themselves not to take part in sympathetic strikes and the Employer pledges not to declare or cause a lockout of the employees during the term of this Collective Agreement.

### **1.3 OBLIGATION**

The Employer and the Association hereby agree that in the conduct of carrying out their respective responsibilities in the administration of this Collective Agreement each Party shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

## **ARTICLE 2 SCOPE AND DEFINITION**

### **2.1 BARGAINING UNIT**

The Employer, in accordance with Manitoba Labour Board Certificate No. MLB-3974 dated December 20, 1985, recognizes the Association as the exclusive bargaining agent for all employees of the University of Manitoba except students, other than those students specifically included, who are enrolled in the current academic year in a high school or a university in a full-time program of study, academic staff, persons employed primarily in an academic capacity, professional librarians, registered nurses, architects, those covered by Manitoba Labour Board Certificate No.'s MLB-4360 (CUPE Local 1482), MLB-4710 (CAW Local 3007), MLB-3324 (UMDCSA), MLB-5252 (AESES-UMSS), MLB-3431 (UMFA) and MLB-4002 (CUPE Local 3909) and those excluded by the Labour Relations Act of Manitoba.

## 2.2 INCLUSIONS IN/EXCLUSIONS FROM BARGAINING UNIT

For purposes of clarifying "student" inclusions in/exclusions from the bargaining unit and the exclusion of "academic staff" and "persons employed primarily in an academic capacity" from the bargaining unit, the following shall apply:

### 2.2.1 STUDENTS INCLUDED

Students who are employed in the Library System and the Bookstore are included in the bargaining unit and therefore covered by the Collective Agreement.

### 2.2.2 FULL-TIME STUDENTS EXCLUDED SEPTEMBER 15TH TO APRIL 15TH - UNLESS

During the period September 15th to April 15th, a student (other than those in the Library System or Bookstore) who is enrolled in the current academic year in a high school or a post secondary institution on a full time program of study and who is performing work of the bargaining unit is excluded from the bargaining unit as a student and therefore not covered by the Collective Agreement UNLESS he/she regularly works in excess of twenty (20) hours per week in which case he/she would be included in the bargaining unit and therefore covered by the Collective Agreement.

### 2.2.3 FULL-TIME STUDENTS EXCLUDED APRIL 15TH TO SEPTEMBER 15TH

During the period April 15th to September 15th a student, as defined in Clause 2.2.2, who is performing work of the bargaining unit (for whatever number of hours) is excluded from the bargaining unit and therefore not covered by the Collective Agreement.

### 2.2.4 ACADEMIC STAFF EXCLUDED

Academic staff are excluded from the bargaining unit and therefore not covered by the Collective Agreement. Academic staff refers to professors, associate professors, assistant professors, lecturers, post doctoral fellows and research associates.

### 2.2.5 PERSONS EMPLOYED PRIMARILY IN AN ACADEMIC CAPACITY EXCLUDED

Persons employed primarily in an academic capacity are excluded from the bargaining unit and therefore not covered by the Collective Agreement. Persons employed primarily in an academic capacity means in any Faculty or School, teaching assistants, demonstrators, research associates and research assistants.

## 2.3 EMPLOYEE DEFINED

The term "employee" or "employees" wherever used in this Collective Agreement means all of the employees of the Employer for whom the Association is the certified bargaining agent as set forth in Manitoba Labour Board Certificate No. MLB-3974 dated December 20, 1985.

## 2.4 EXCLUDED PERSONS PERFORMING WORK OF BARGAINING UNIT

Persons whose positions are excluded from this Collective Agreement shall be permitted to perform work similar to that of members of the bargaining unit only where the work is for experimentation, instruction, resolving emergencies, or where the work is incidental to the performance of their regular duties and provided that the act of performing the aforementioned operations in itself, does not reduce the regular hours of work of any employee.

## 2.5 NEW EXCLUDED POSITIONS

The Employer will inform the Association of new excluded positions created by the University which are in areas closely related to the AESSES certification or positions which are presently in the unit and are withdrawn due to a change of duties. Positions which are in doubt will be discussed and if agreement cannot be reached the Manitoba Labour Board may be asked to rule.

## 2.6 DEFINITIONS

### (a) Employee Categories (Regular, Project, Temporary, Casual)

- (1) A regular employee is one who is employed in a continuing or sessional position as defined in (b) below.
- (2) A project employee is one who is employed in a project position as defined in (b) below.
- (3) A temporary employee is one who is employed in a temporary position as defined in (b) below.
- (4) A casual employee is one who is employed in casual employment and is not employed in a position as defined in (b) below. Typically casual employment is work on an occasional or intermittent basis. [see also Clause 6.1.2(c)].

(b) Position Categories (Continuing, Sessional, Project, Temporary)

A position has an established schedule of hours of work from pay period to pay period, whether expressed or implied, including the terms of a modified work week.

Positions are categorized according to the expectation of the person requiring them to be filled.

- (1) A CONTINUING position is one which, when filled, is expected to exist for at least six (6) months from the date it is filled and has no specified end date.
- (2) A SESSIONAL position is a continuing position which is subject to seasonal lay-off.

Included in this category are those work requirements which recur annually, notwithstanding slight differences such as hours of work. Normally these recurring positions run concurrently with the academic year.

- (3) A PROJECT position is a position which when filled is expected to continue beyond six (6) months but not more than eighteen (18) months. (A project position, in accordance with Clause 6.1, is required to be posted.)

Project positions may be used to fill vacant positions created by leaves under Article 17 (Sick Leave) or Article 18 (Leave of Absence).

If a project position continues beyond eighteen (18) months it shall become a continuing position and be reposted as such in accordance with Clause 6.1, unless either the end date of the project position is extended or the posting requirement is bypassed by mutual agreement between the Employer and the Association.

- (4) A TEMPORARY position is a position which when filled is not expected to continue beyond six (6) months. If a temporary position continues beyond six (6) months or has been terminated and then is to be refilled, it shall become either a continuing, sessional or project position as is applicable and be posted in accordance with Clause 6.1, unless the posting requirement is bypassed by mutual agreement between the Employer and the Association.



(c) Hours of Work Categories (Full-time, Part-time)

"Full-time" and "part-time" may prefix employee categories or the general term "employee", to describe the hours worked by an employee, and may prefix position categories or the general term "position" to describe the hours of work required in a position.

- (1) Full-time - those hours of work set out in Clause 11.1 including the terms of a modified work week.
- (2) Part-time - those hours of work less than full-time.

(d) For convenience the following chart indicates the possible combination of employee categories, position categories, hours of work categories and employee identification.

Employee Categories	Regular		Project		Temporary		Casual			
Position Categories	Continuing		Sessional		Project		Temporary		N/A	
Hours of Work Categories	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
Employee Identification	A	B	C	D	E	F	G	H	I	J

2.7 INFORMATION TO ASSOCIATION

The Association shall receive the following information, where available on computer records, in a mutually agreed upon format, on all members of the bargaining unit: Surname and initials, birth date, sex, or employee number, family and classification, step, employee category, position category, hours of work category, employee identification, home address, department, campus address, annual salary, seniority, start date, position start date, dues deducted in the month, source of funds and salary and dues accumulated year to date. The information will be provided monthly, based upon the information as of the last day of the last pay period in the month.

2.7.1 The University of Manitoba will provide AESES with a copy of The University of Manitoba Annual Report within fourteen (14) calendar days of approval by The Board of Governors.

### **ARTICLE 3 RECOGNITION**

- 3.1 The Employer recognizes the Association as the exclusive representative of all employees covered by this Collective Agreement. The Employer agrees that every employee shall have the right to join and support the Association in accordance with the Labour Relations Act, Chapter L10, Part I, Section 5(1) and the Employer agrees that it will not interfere with the formation, selection, or administration of the Association in accordance with the Labour Relations Act, Chapter L10, Section 6(1).

### **ARTICLE 4 EMPLOYER'S RIGHTS**

- 4.1 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, promote, demote or transfer an employee, 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.
- 4.2 The Parties also agree that the foregoing enumeration of Employer's rights shall not be deemed to exclude other functions not specifically set forth, therefore, the Employer retains all of its other inherent rights.

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

#### **5.1 ASSOCIATION REPRESENTATIVES**

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

#### **5.2 EMPLOYER REPRESENTATIVES**

The Employer will supply the Association with a list of its administrative personnel with whom the Association may be required to transact business.

### 5.3 ASSOCIATION DUTIES

The Employer recognizes the role of the Association executives, grievance committees, negotiating committees and local Association Representatives in labour management relations, and shall not discriminate against them. Where Employer approval is requested for absence from duties, under this Article, it will be given, provided that the Employer is satisfied that there will not be an unreasonable disruption of the work.

5.3.1 Association employees shall, on presentation of their credentials, be permitted admittance at any time to any location on campus in which an employee is working for the purpose of calling on an employee on duty, provided that there is no unreasonable disruption of work.

#### 5.3.2 ASSOCIATION BUSINESS

If circumstances permit, upon application by the Association, the Employer shall grant leave without pay to employees elected or appointed to represent the Association at Association conventions, seminars, arbitration or Labour Board proceedings in order that they may carry out their duties on behalf of the Association.

### 5.4 REMUNERATION FOR ASSOCIATION (EMPLOYEE) REPRESENTATIVES

When meeting with the Employer, the number of employees attending as representatives of the Association who are entitled to receive their usual remuneration from the Employer shall be as follows:

5.4.1 GRIEVANCE MEETINGS: In the case of grievance meetings between the Association and the Employer, which are arranged through Human Resources up to three (3) representatives of the Association shall be entitled to receive their usual remuneration from the Employer.

ARBITRATION HEARINGS: In the case of arbitration hearings between the Association and the Employer up to two (2) representatives of the Association shall be entitled to receive their usual remuneration from the Employer.

5.4.2 COLLECTIVE BARGAINING: In the case of collective bargaining/negotiation meetings between the Association and the Employer, including meetings in conciliation, up to seven (7) representatives of the Association shall be entitled to receive their usual remuneration from the Employer up to a maximum of 620 person hours.

If the maximum of 620 hours is reached the representatives of the Association shall continue to receive their usual remuneration from the Employer however the Association shall reimburse the Employer for said time in excess of the maximum.

- 5.4.3 GENERAL: In the case of general meetings between the Association and the Employer, which are arranged through Human Resources, to discuss matters relating to the administration, application or interpretation of the Collective Agreement, representatives of the Association, up to a number equal to the Employer's representation shall be entitled to receive their usual remuneration from the Employer.
- 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 POSITION VACANCY POSTING, SELECTION, PROBATION PERIOD, TRIAL PERIOD AND FAMILIARIZATION PERIOD**

### **6.1 POSITION VACANCY POSTING**

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.

#### **6.1.1 POSITION VACANCY NOTICE**

The Position Vacancy Notice shall include the following information if it is applicable: Position Vacancy number, classification, qualifications appropriate to the classification level and the position, position duties, salary range, hours of work, date of closure, tentative start date, position category, end date, principal source of funding (budget or grant), trial or probation period, whether the position is new or existing, and seasonal lay-offs or shutdowns.

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

A Position Vacancy Notice will not normally be posted for:

- (a) A position vacancy that is to be filled by transfers arranged by Human Resources in accordance with Clause 10.1;
- (b) A position vacancy to be filled by a recall of a laid-off employee, in accordance with Clause 10.21;
- (c) Casual employment. A casual employee whose work is discovered to be not on an occasional or intermittent basis shall be deemed to be a temporary employee in a newly created temporary position.
- (d) A temporary position.
- (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.

### 6.1.3 COMPOSITE POSITION VACANCY NOTICE

An individual Position Vacancy Notice will not normally be posted for the classifications of Office Assistant 1 or Laboratory Assistant, but for these classifications a composite notice will be posted including the following information if it is applicable: classification, number of vacancies, qualifications and preferred qualifications, position duties, salary range, hours of work, trial or probation period, and seasonal lay-offs or shutdowns.

## 6.2 APPLICATION FOR VACANCY

Employees will be required to apply in writing on or before the closing date indicated on the Position Vacancy Notice for any position posted for which they wish to be considered.

### 6.2.1 LIMITATION ON APPLICATION FOR VACANCY

Any employee may apply for a position vacancy; however, an employee's application for a position vacancy which would result in either a lateral or downward classification appointment will not necessarily be considered in the event that the employee has not completed an employment period of sixty (60) working days in his/her present job, or in a job for which an offer of employment has been unconditionally accepted.

## 6.3 SELECTION FOR VACANCY

The Employer agrees that employees with seniority shall have preference in connection with appointments so far as it is practicable to do so, provided that their qualifications are relatively equal.

When making a selection for a vacancy, the Employer shall consider qualifications which are DEMONSTRABLY APPLICABLE to the position. N.B. Clause 10.15 provides for separate and different selection procedure criteria with regard to applications for vacancies made by laid off regular employees.

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.

### 6.3.1 REASONS FOR SELECTION DECISION

In cases where an applicant with lesser seniority than another applicant is chosen, the administrator making the choice shall provide reasons for the decision. An applicant with greater seniority than the applicant chosen may discuss the reasons with the administrator concerned. Where the Association wishes to know the reasons for a decision, it shall contact Human Resources

who will obtain the information and make it accessible to a representative named by the Association.

#### 6.3.2 SUCCESSFUL APPLICANT - SALARY ADJUSTMENT

When an employee is the successful applicant for a posted position, his/her salary shall be adjusted to the salary of the new position on the arranged date of his/her appointment to the new position.

#### 6.3.3 NOTICE OF SELECTION DECISION RESULTS

The Employer will post a notice on the University's employment website, sending a copy to the Association, that summarizes the results of posted positions. The notice will indicate: the name of the successful applicant or whether the position posting was cancelled, the classification, department, and the position vacancy number.

#### 6.3.4 UNSUCCESSFUL APPLICANT MAY APPEAL

An employee who is an unsuccessful applicant for a position may appeal the selection in accordance with the grievance procedure (Clause 23.9), submitting the grievance at the First Stage. The appointment shall then be considered as temporary until the grievance is resolved. An employee who is removed, as a result of such a grievance, from a position awarded him/her shall be returned to his/her former position and salary or a comparable vacancy.

#### 6.4 PROBATION PERIOD

A new employee shall be considered to be on probation until he/she has successfully completed a probation period of a minimum of 420 working hours of employment in any one given posted position unless the posting (if applicable) or appointment provides for a greater period.

Where either a new employee or an employee currently employed or on lay-off is appointed to a position which has been posted or to a position without posting in accordance with Article 10 and the employee has not previously completed a probation period, he/she must successfully complete a probation period of 420 working hours in that position unless the posting or appointment provides for a greater period.

"Working hours" for the purpose of a probation period shall include only time which the employee is actually at work, including work/coffee breaks.

During the probation period the employee's performance will be reviewed periodically with the employee by the Employer.

Where the Employer finds that there is reasonable doubt concerning an employee's performance during the probation period, the Employer may decide to extend the probation period by one additional period of time which is not greater than the length of the original period. The Association will be notified in

writing of any extension. The employee will be notified in writing of this extension, stating the area of concern. A new employee whose performance is found to be unsatisfactory during the probation period may have his/her employment terminated, or be returned to his/her casual status if he/she had formerly been a casual employee.

#### 6.4.1 NOTICE OF TERMINATION OF EMPLOYMENT OF EMPLOYEE ON PROBATION

An employee on probation whose employment is terminated shall be given five (5) working days written notice. Failure by the Employer to give the aforementioned notice will require payment by the Employer in lieu of notice equivalent to the amount of notice which is lacking. The requirement for notice may be waived by mutual agreement between the Employer and employee.

#### 6.4.2 NOTICE OF RESIGNATION OF EMPLOYMENT BY EMPLOYEE ON PROBATION

An employee on probation shall not resign his/her employment with the Employer without having given, to his/her supervisor, five (5) working days written notice of his/her intention to quit. The requirement for notice may be waived by mutual agreement between the Employer and employee.

#### 6.5 TRIAL PERIOD

Where an employee is either:

- i) appointed to a position which has been posted in accordance with Clause 6.1 of the Collective Agreement; or
- ii) transferred to a position without posting in accordance with Article 10; and

the employee has previously completed a probation period, then he/she must successfully complete a trial period of 420 working hours in that position unless the posting or appointment provides for a greater period.

"Working hours" for the purpose of a trial period shall include only time which the employee is actually at work, including work/coffee breaks.

#### 6.5.1 During the trial period the employee may choose to request a transfer back to his/her former position. Such a transfer will be granted provided that:

- i) The request is made within twenty (20) working days of the appointment in the new position; and
- ii) The former position has not been filled; and
- iii) The employer intends to fill the vacant former position.

6.5.2 During the trial period the employee's performance will be reviewed periodically with the employee by the Employer. Where the Employer finds that there is reasonable doubt concerning an employee's performance during the trial period, the Employer may decide to extend the trial period by one additional period of time which is not greater than the length of the original period. The Association will be notified in writing of any such extension. The employee will be notified in writing of the extension, stating the area of concern. In the event that a regular employee during a trial period proves to lack the ability to perform the job satisfactorily then he/she shall receive written notification to that effect. The employee will also be provided with ten (10) working days written notice of lay-off. During this notice period the employee will have the following options:

- (a) Accepting a placement in an available vacant position at the same or similar classification level or lower classification level for which he/she is qualified as arranged by Human Resources. If the employee does not accept the position then he/she must choose either option (b) or option (c).
- (b) Accepting a transfer to his/her former continuing or sessional position as arranged by Human Resources.
- (c) Accepting the lay-off subject to the provisions of Clauses 10.12 through 10.19.
- (d) Notwithstanding Clause 6.5.2(a), where a regular employee is transferred to a position by virtue of the discontinuance of his/her previous position and that employee proves to lack the ability to perform that position satisfactorily, then during the ten (10) working days written notice of lay-off period (as per Clause 6.5.2), that employee will have the option of accepting a placement in an available vacant position for which he/she is qualified:
  - (i) at the same or similar classification level to the level of the discontinued position from which the employee was originally transferred, as arranged by Human Resources;
  - (ii) or at a lower classification level for which he/she is qualified, as arranged by Human Resources.

If the employee does not accept the position then he/she must accept a lay-off as per Clause 6.5.2(c).

Any other employee who would be removed by an action taken under Clause 6.5.2(b) shall also be entitled to the procedure and options listed above. However, if the affected employee has no former position to be returned to, he/she shall be laid off.

Should an employee accept a placement to the same or similar classification level as his/her former position, he/she will be returned to his/her previous



salary level. If the employee accepts a placement to a lower classification level than his/her former position, he/she will be placed at a salary level in accordance with Clause 26.2(a).

## **ARTICLE 7 JOB SECURITY, TECHNOLOGICAL & ORGANIZATIONAL CHANGE AND CONTRACTING OUT**

7.1 It is recognized by the University and the Association that a fair and right solution of the problems of employees who are displaced by organizational or technological changes as defined under the Labour Relations Act, Chapter L10, Section 1, or contracting out, calls for understanding and care on the part of the University and willingness to face reasonable readjustments on the part of the employee concerned.

7.1.1 If

- (a) a regular employee will be displaced from his/her position by an organizational or technological change, or contracting out, and
- (b) a vacant position exists within the bargaining unit such that if the employee were to be placed into it then a reasonable change in the employee's duties may be involved and/or retraining which is reasonably within his/her capacity may be required,

then the employee shall be informed of:

- (c) the duties of the position, and
- (d) any retraining required.

The employee shall then be offered the position. If he/she refuses the position then 7.2 shall apply. If he/she accepts the position then 7.1.2 shall apply.

7.1.2 The employee will continue to receive his/her previous wage for his/her retraining period, provided that if the retraining period exceeds six (6) months then after six (6) months his/her wage will be that of the new position.

7.2 Where employees refuse to accept alternative positions in accordance with 7.1.1, they will be placed in any available position but in this case their salary will be established in accordance with the rate of pay for the job.

7.3 When technological or organizational changes or contracting out will result in a reduction or displacement of significant numbers of employees, the University will notify the Association of the new proposed complement as soon as possible prior to implementation for the purpose of discussion of the treatment of employees affected by the change. Where agreement cannot be reached the matter may be submitted to the grievance and arbitration procedure in accordance with Article 23 to determine a fair and right solution of the problem

of employee(s) who are displaced by organizational or technological change or contracting out.

7.4 The technological and organizational change and contracting out provisions of this Article shall not apply in the event that a state of financial exigency exists.

7.4.1 A state of financial exigency will be determined to exist if the Board of Governors of the University of Manitoba declares publicly that extraordinary financial exigencies at the University necessitate a reduction in numbers of employees.

## **ARTICLE 8 SENIORITY, APPLICATION OF SENIORITY, LOSS OF SENIORITY, SENIORITY LISTS**

### **8.1 DEFINITION OF SENIORITY**

Seniority is defined as length of service with the Employer, including the first six (6) months of paid sick leave.

8.1.1 An employee's service shall begin with the employee's first day of employment and shall be the cumulative amount of time which the employee has been paid at regular and overtime rates. All seniority shall be stated in years of service to two (2) decimal places (i.e. 6.18 years, 11.23 years, etc.) prorated on the following basis:

- (a) A year of service for an employee working 40 hours per week shall be 2080 hours.
- (b) A year of service for an employee working 38 3/4 hours per week shall be 2015 hours.
- (c) A year of service for an employee working 37 1/2 hours per week shall be 1950 hours.
- (d) A year of service for an employee working 35 hours per week shall be 1820 hours.

No employee shall receive credit for more than one (1) year of seniority during a one (1) year period.

Seniority lost in accordance with Clause 8.3 or an unpaid leave of absence in excess of ten (10) working days in a one (1) year period shall not count as service.

For the purposes of this article, a one (1) year period shall be the period between April 1st of one year and March 31st of the following year.

8.1.2 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.

## 8.2 APPLICATION OF SENIORITY

Seniority may apply to the following:

- (a) The filling of job vacancies in accordance with Clause 6.3 or 10.15;
- (b) The assignment of overtime in accordance with Clause 12.2;
- (c) Lay-off in accordance with Clauses 10.3 through 10.19 or 10.20;
- (d) Recall in accordance with Clause 10.21.3;
- (e) Seniority will be used to determine the accumulated service referred to in Article 15, Vacations With Pay.

## 8.3 LOSS OF SENIORITY

An employee shall lose his/her seniority if:

- (a) The employee is dismissed and is not reinstated.
- (b)
  - (1) The employee voluntarily terminates his employment (voluntarily terminates includes resignation pursuant to Clause 10.23 of the Collective Agreement).
  - (2) A temporary or casual employee who has not worked for a period of nine (9) months, or more, shall be considered as an employee who has voluntarily terminated his or her employment.
- (c) The employee retires.
- (d)
  - (1) The employee is a regular or project employee and has been laid off for more than twelve (12) consecutive months.
  - (2) Regular or project employees who have been laid off and who have accepted casual or temporary employment during their lay-off shall lose their service after the period of time mentioned in Clause 8.3(d)(1); or nine (9) months from the expiry of the casual or temporary employment, whichever period is greater.
- (e) Following a lay-off, the employee fails to advise the Employer within five (5) working days of receipt of notice to return to work, of his/her intention to return on the date and time specified in the notice, or fails for reasons

other than sickness or severe problems, to report for work on the date and at the time specified in the said notice. The written notice shall be sent by registered mail or by private delivery. The date of return to work, specified in the notice, shall be no less than five (5) working days from the date of receipt of notice, unless it is mutually agreeable to the employee and the Employer that the employee is to return to work on a date and time other than that specified in the notice. It shall be the duty of each employee to notify his/her department and Human Resources of any change in his/her address. If an employee fails to do this, the Employer will not be responsible for failure of such notice to reach the employee.

#### 8.4 SENIORITY LIST

The Employer shall post in June of each year a seniority list for the bargaining unit. The list will include: name, classification, employee category, department, service start date and accumulated seniority as at March 31st. A copy of this list will be sent to the Association. The list shall remain open for a period of twenty (20) working days from the date of posting for corrections. An employee or the Association may have an error corrected by submitting documentation of error to Human Resources within 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 June posting. If a correction is made it will appear on any subsequent listing.

### ARTICLE 9 DISCIPLINE AND DISMISSAL

9.1 Employees shall not be disciplined except as outlined in Clause 9.2 without observance of the following steps:

#### (a) STEP 1 - ORAL WARNING

The Employer shall meet with the employee for the purpose of discussing and resolving the problem(s).

The employee shall be notified that the discussion is an Oral Warning in accordance with this clause of the Collective Agreement.

In the Oral Warning discussion, the employee shall be advised of the area(s) of concern and of the remedial action expected.

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

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 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 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.

For purposes of Clause 9.1(a), the review and expiry dates shall be determined using only those calendar months within which the employee has actually worked.

(b) STEP 2 - LETTER OF WARNING

If the problem(s) dealt with in the Oral Warning is/are not resolved, either in whole or in part, or if a different problem(s) arises while an Oral Warning is in effect, then a Letter of Warning will be issued to the employee.

The Letter of Warning will specify the area(s) of concern and remedial action expected.

The Employer shall meet with the employee to review the content of the Letter of Warning.

At this review meeting the employee concerned may request the presence of an Association Representative.

A copy of the Letter of Warning is to be sent to the appropriate Labour Relations Officer, who will in turn notify the Association in writing of the Letter of Warning.

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 Employer shall initiate a review of the Letter of Warning. In exceptional circumstances the review by the Employer may be delayed a maximum of 30 calendar days. If no review has taken place in accordance with the requirements of this clause, the Letter of Warning shall be considered void, shall be removed from the employee's employment file, and shall not be referred to in any subsequent proceedings.

If such three (3) month review takes place the employee may have the assistance of a representative of the Association.

A Letter of Warning will expire after six (6) months from date of issuance unless within that 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.

A copy of the continuance notification is to be sent to the appropriate Labour Relations Officer who will in turn notify the Association in writing of the continuance of the Letter of Warning.

When the Letter of Warning either expires or the Employer determines that a continuance of the Letter is no longer required, the employee will be so notified in writing and the Letter and the summary of any earlier Oral Warning [Clause 9.1(a)] shall be removed from his/her file.

A copy of the notification is to be sent to the appropriate Labour Relations Officer who will in turn notify the Association in writing that the Letter of Warning and summary of any earlier Oral Warning have been removed from the employee's file.

For purposes of Clause 9.1(b), the review and expiry dates shall be determined using only those calendar months within which the employee has actually worked.

(c) STEP 3 - SUSPENSION

If the problem(s) dealt with in the Oral Warning, and/or Letter of Warning is/are not resolved, either in whole or in part or if a different problem(s) arises while a Letter of Warning is in effect, then the employee will be suspended without pay.

Suspensions under this clause shall be confirmed in writing to the employee, in the form of a Letter of Suspension. The Letter of Suspension will specify the area(s) of concern and remedial action expected. Normally the Employer shall meet with the employee to review the content of the Letter of Suspension. At this review meeting the employee may request the presence of an Association Representative.

A copy of the Letter of Suspension is to be sent to the appropriate Labour Relations Officer, who will in turn notify the Association 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 9.2 in which case the suspension may be for longer period of time.

(d) STEP 4 - DISMISSAL

If the problem(s) dealt with in the Letter of Warning, and/or Letter of Suspension is/are not resolved, either in whole or in part or if a different problem(s) arises following a suspension, then the employee will be dismissed.

Dismissals under this clause shall be confirmed in writing to the employee, in the form of a Letter of Dismissal. The Letter of Dismissal will

provide reasons for the dismissal. Normally the Employer shall meet with the employee to review the content of the Letter of Dismissal. At this review meeting the employee concerned may request the presence of an Association Representative.

A copy of the Letter of Dismissal is to be sent to the appropriate Labour Relations Officer who will in turn notify the Association in writing of the dismissal.

Employees who are dismissed shall not require notice of the dismissal by the Employer.

## 9.2 UNACCEPTABLE BEHAVIOUR

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. In cases of suspension or dismissal under this Clause the Employer will confirm the suspension or dismissal in writing, and will provide the reasons for the suspension or dismissal. The employer may meet with the employee to review the content of the letter of suspension or dismissal. If such a meeting is held, the employee concerned may request the presence of an Association representative. The Employer will not accept any offer from the employee to resign in exchange for rescinding a dismissal under this Clause unless the employee has had the opportunity to consult with their Association representative.

## 9.3 EMPLOYEE MAY GRIEVE DISCIPLINE

If the employee feels that any disciplinary action taken against him/her by the Employer is unjust, the employee may grieve in accordance with the grievance procedure as set forth in Article 23.

## 9.4 SAFE DISCLOSURE

The University and the Association recognize that, in accordance with the Public Interest Disclosure (Whistleblower Protection) Act of Manitoba, no reprisals shall be taken against an employee who has sought advice about or made a disclosure of a wrongdoing as defined in the Act.

## 9.5 DISCIPLINE AND WRITTEN MATERIAL

Upon request, the employee will be provided with a copy of any written material relating to the disciplinary action.

## 9.6 DISCIPLINE AND ILLNESS

An employee, who is under the care of a doctor by reason of physical or mental illness and is following a prescribed course of treatment, shall not be disciplined or dismissed as a result of such illness providing that he/she

complies with the requirements regarding sick leave provided for in Clauses 17.3 through 17.4.1 of the Collective Agreement.

#### 9.7 JUST CAUSE

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

### **ARTICLE 10 TRANSFERS, POSITION DISCONTINUANCE, RETRAINING, LAY-OFF, NOTICE OF LAY-OFF, RECALL, NOTICE OF TERMINATION, AND RETIREMENT**

#### 10.1 TRANSFERS/POSTING BYPASS

The Employer may transfer a regular or project employee into a vacant position, bypassing the normal posting and selection procedures, under the following circumstances, notifying the Association of the employee's name and the position to which transfer has been made:

- (a) Where a full-time regular employee returning from a period of sickness or disability is unable to continue in his/her position due to medical reasons but is qualified and physically capable of less demanding employment;
- (b) Where a regular employee is not capable of continuing in his/her position due to medical reasons but is qualified and physically capable of performing less demanding employment and requests a transfer;
- (c) Where a regular employee is employed in a continuing or sessional position that is to be discontinued;
- (d) Where a regular employee has proved to lack the ability to perform in the job satisfactorily, during the trial period (as described in Clause 6.5);
- (e) Where none of the above apply and bypassing the normal posting and selection procedures is mutually agreed upon by the Employer and the Association.

10.1.1 No employee shall be transferred to a position outside the bargaining unit without his/her consent.

#### 10.2 Definitions

- (a) A continuing or sessional position which is to be discontinued shall be known as the "discontinued position".
- (b) A regular employee employed in a continuing or sessional position which is to be discontinued shall be known as the "designated employee".



- (c) "Grant funded position" shall mean a position principally supported by a source other than the University's general operating budget at the time that the appointment is made to the position.

### 10.3 NOTICE OF POSITION DISCONTINUANCE

The designated employee shall receive a minimum of forty (40) working days written notice of position discontinuance or pay in lieu thereof.

- 10.3.1 A copy of the notice of position discontinuance shall be sent to Human Resources, which will in turn notify the Association in writing of the position discontinuance.
- 10.3.2 If the Employer fails to give the required notice of position discontinuance, then the Employer shall provide the designated employee with either employment at his/her regular salary in lieu of notice or pay in the amount equivalent to the amount of notice that is lacking.
- 10.3.3 In the event the designated employee is laid off in accordance with Clause 10.11, then ten (10) working days of the aforementioned forty (40) working day notice shall be deemed to be notice of lay-off in accordance with Clause 10.13

### 10.4 DISCONTINUANCE MEETING

Following the issuance of the notice of position discontinuance a meeting will be arranged with the designated employee, an AESES representative and a representative of Human Resources to review the appropriate provisions of the Collective Agreement and the options available to the designated employee.

- 10.4.1 Following the meeting the designated employee shall, within five (5) working days, respond in writing to Human Resources as to whether he/she wishes to either exercise his/her seniority (bump) in accordance with Clause 10.7 or opts for severance pay in accordance with Clauses 10.9 & 10.10 (not applicable to employees in grant funded positions who were employed after February 26, 1977 or to employees in grant funded positions in the Faculty of Agriculture who were employed after November 30, 1978).

### 10.5 PROVISIONS FOR DESIGNATED EMPLOYEES

#### 10.5.1 TRANSFER INTO/RETRAINING FOR VACANT POSITION

The Employer, during the notice of position discontinuance period, in accordance with Clause 10.1(c), shall transfer the designated employee into an available vacant continuing or sessional position at either the same classification level as or up to and including two (2) classification levels lower than the classification of the designated employee's discontinued position (unless the designated employee agrees to be transferred to a position at a lower classification level more than two (2) classification levels lower) for which either:

(a) The designated employee possesses the minimum qualifications that would normally have been posted for the position;

or

(b) The designated employee could reasonably be expected to meet or exceed during a 420 working hours retraining period the minimum qualifications that would normally have been posted for the position.

10.5.2 Human Resources, in consultation with the hiring Department, shall determine the retraining requirements to be provided to the designated employee during the retraining/trial period.

10.5.3 "Working hours" for the purpose of a retraining/trial period shall include only time which the employee is actually at work, including work/coffee breaks.

10.5.4 The retraining period shall comprise part of the normal Trial Period during which time the provisions of Clause 6.5 shall apply.

10.5.5 In arranging a transfer of a designated employee in accordance with Clause 10.5.1 the Employer shall select the best qualified designated employee from all available designated employees at the time the transfer is made. Where the qualifications of the designated employees are relatively equal with respect to the position, the designated employee with the greatest seniority will be selected.

See also Clause 10.8 re: implementation of Clause 10.5.1.

10.5.6 Transfer and Severance - Where a designated employee has opted for severance pay in accordance with Clauses 10.9 & 10.10, the Employer shall continue to seek an available vacant continuing or sessional position for the employee in accordance with Clause 10.5.1 until the end date of the employee's notice of position discontinuance period.

10.5.7 Where a transfer of the designated employee to an available vacant continuing or sessional position is accomplished in accordance with Clause 10.5.1 by the end date of the employee's notice of position discontinuance period, then the severance pay provisions of Clauses 10.9 & 10.10 shall not apply.

10.5.8 Where a transfer of the designated employee to an available vacant continuing or sessional position is not accomplished in accordance with Clause 10.5.1 by the end date of the employee's notice of position discontinuance period, then the severance pay provisions of Clauses 10.9 & 10.10 shall apply.

10.6 TEMPORARY TRANSFER INTO VACANT PROJECT OR TEMPORARY POSITION/RETENTION OF RIGHTS

10.6.1 A temporary transfer into a vacant project or temporary position applies where a transfer is not accomplished in accordance with Clause 10.5.1, and the

designated employee has opted to exercise his/her seniority (bump) in accordance with Clause 10.7, rather than to accept severance pay in accordance with Clauses 10.9 & 10.10.

- 10.6.2 In a temporary transfer under this Clause, as an alternative to bumping immediately, the designated employee may be transferred into a vacant project or temporary position for the duration of which transfer, the provisions of Clauses 10.5.1 and 10.7 shall continue to apply to the designated employee.
- 10.6.3 In this case, the Employer may transfer the designated employee into an available vacant project or temporary position at either the same classification level as or up to and including two (2) classification levels lower than the classification of the designated employee's discontinued position (unless the designated employee agrees to be transferred to a position at a lower classification level more than two (2) classification levels lower) for which the designated employee possesses the minimum qualifications that would normally have been posted for the position.
- 10.6.4 A full-time designated employee, at his/her option, may decline a temporary transfer to a vacant project or temporary position which offers less than full-time hours of work.
- 10.6.5 For the duration of the designated employee's appointment to the project or temporary position, Human Resources will continue to seek for the designated employee a transfer into/retraining for a vacant continuing or sessional position in accordance with Clause 10.5.1.
- 10.6.6 If within 30 calendar days of the end date of the appointment to the project or temporary position, a transfer is not accomplished either in accordance with Clause 10.5.1 or another transfer under this Clause (10.6), then the provisions of Clause 10.7 - exercise of seniority (bumping) shall be implemented on behalf of the designated employee.
- 10.6.7 A designated employee transferred to a temporary position under this Clause (10.6) is not expected to accept temporary appointments to project or temporary positions indefinitely, and therefore after having had an appointment(s) of one (1) year duration or more to a project or temporary position(s), the employee, at his/her option, may decline any further temporary transfer(s).
- 10.6.8 Where a designated employee declines any further temporary transfer(s), and a transfer is not accomplished in accordance with Clause 10.5.1, then the provisions of Clause 10.7 - exercise of seniority (bumping) - shall be implemented on behalf of the designated employee.

## 10.7 EXERCISE OF SENIORITY (BUMPING)

The exercise of seniority provisions (Clauses 10.6 and Clauses 10.7 ) do not apply to employees in grant funded positions who were employed after February 26, 1977 or to employees in grant funded positions in the Faculty of Agriculture who were employed after November 30, 1978.

- 10.7.1 The exercise of seniority (bumping) applies where a transfer is not accomplished in accordance with Clause 10.5.1 and the employee has opted to exercise seniority (bump), rather than to accept severance pay in accordance with Clauses 10.9 & 10.10.
- 10.7.2 In the exercise of seniority (bumping), the designated employee shall be placed into the position of the most junior employee on the University operating budget junior to the designated employee and employed in a continuing or sessional position such that:
- (a) The designated employee meets the requirements of the job being performed;
  - and
  - (b) The classification of the position is the same as the classification of the designated employee or is the highest classification lower than that of the designated employee in which there exists a position meeting the above conditions.
- 10.7.3 In order to facilitate the bump placement of the designated employee, Human Resources will provide a list of potential bump placements meeting the afore stated criteria to an AESES representative and will review the potential bump placements with the AESES representative.
- 10.7.4 The junior employee displaced by the exercise of seniority (bump) shall be laid off unless he/she has two (2) or more years seniority, in which case he/she shall in turn become a "designated employee" for the purpose of Clauses 10.3 through 10.5, except that he/she shall receive a minimum of twenty (20), rather than forty (40), working days notice under Clause 10.3.

Note: Where an employee is placed into a position in accordance with this Clause (10.7), the provisions of Clause 6.5 shall be applicable, and see also Clause 10.8 re: Implementation of Clause 10.7.

## 10.8 Implementation of Clauses 10.5 and 10.7.

- 10.8.1 In the implementation of Clauses 10.5 and 10.7:
- (a) Full-Time Continuing designated employees may opt for full-time or part-time continuing positions or full-time or part-time sessional positions;
  - (b) Part-Time Continuing designated employees may opt for part-time continuing positions or part-time sessional positions;

- (c) Full-Time Sessional designated employees may opt for full-time or part-time sessional positions;
- (d) Part-Time Sessional designated employees may opt for part-time sessional positions only.

10.9 SEVERANCE PAY ELIGIBILITY & CALCULATION

10.9.1 Severance pay applies where a transfer is not accomplished in accordance with Clause 10.5.1 and the employee has opted to accept severance pay, rather than exercise seniority (bump) or the exercise of seniority (bump) provisions do not apply to the designated employee. In this case, the designated employee shall be paid severance pay, calculated on the employee's salary as of the end date of his/her notice of position discontinuance period.

10.9.2 Severance pay shall be paid according to the following formula:

Twenty (20) working days salary for the first year of seniority, plus ten (10) working days salary for each year of seniority beyond one (1) year, and pro-rated for any period of less than one (1) year - to a maximum of 260 working days.

Example: Employee laid off with 10.50 years seniority:

1st Year of Seniority	20 working days
9.5 Years of Seniority beyond 1st year (9.5 x 10)	95 working days
Total	115 working days

Severance Pay = 115 working days x daily salary (hourly rate x daily hours).

10.10 PAYMENT OF SEVERANCE PAY

10.10.1 The University, at the election of the designated employee, will pay the severance pay to the designated employee in accord with Clause 10.10.2 or Clause 10.10.3.

10.10.2 LUMP SUM AMOUNT

- (a) If the designated employee chooses a lump sum amount, the University will pay a lump sum amount and/or remit a portion of the severance pay to an RRSP or similar remittance to the extent the RRSP or similar remittance is allowed by law.
- (b) Where severance pay is paid in a lump sum to a designated employee, the designated employee shall be terminated as of the end date of the designated employee's notice of position discontinuance period, and the employee's employment, seniority, benefit coverage, and pension coverage also shall terminate as of that end date.

- (c) Severance Pay and Return to Work - A designated employee, who accepts severance pay in a lump sum from the University, is laid-off, and subsequently returns to work at the University in a continuing or sessional position within the time period equivalent to the amount of severance pay received, shall be indebted to and pay back the University for the number of working days of severance pay received less the number of working days since his/her date of lay off from the University. In addition, his/her pre-lay off seniority also shall be restored.

### 10.10.3 SEVERANCE ENTITLEMENT PERIOD

If the designated employee so chooses, the severance pay amount will be paid in equal bi-weekly installments.

- (a) During the Severance Entitlement Period, seniority will be maintained but not increased. The designated employee may opt to continue certain benefit coverage ( as determined by the Staff Benefits Office) by paying both the employee and the employer share of benefit costs.
- (b) Where severance pay is paid over a Severance Entitlement Period to a designated employee, the designated employee shall be terminated as of the end date of the Severance Entitlement Period, and the employee's employment, seniority, and benefit coverage also shall terminate as of that end date.

10.10.4 A designated employee, who accepts severance pay over a Severance Entitlement Period from the University, is laid-off, and subsequently returns to work at the University in a temporary or project position while still receiving severance pay, shall cease receiving severance pay for the duration of the full-time temporary or project position. If the designated employee is not hired for any other full-time temporary or project position, Severance Entitlement Period payments will resume. Payments will not continue if immediately after the temporary or project position, the employee starts work in a full-time continuing or sessional position.

10.10.5 Severance Pay is payable as at the end date of the designated employee's notice of position discontinuance period. Any vacation pay, banked time, or overtime owing will also be paid out at this time.

### 10.11 LAY-OFF - DESIGNATED EMPLOYEE

10.11.1 If the designated employee refuses a transfer under Clause 10.5.1 to a vacant position at either the same classification level as or up to and including two (2) classification levels lower than the classification of his/her designated position, then the designated employee shall be laid off;

#### EXCEPTION:

- (a) A designated employee who has opted to accept severance pay and refuses a transfer to a position more than one (1) classification lower than

the classification of his/her designated position shall be paid his/her full severance pay entitlement as calculated in accordance with the formula in clause 10.9 upon expiry of his/her notice of position discontinuance;

- (b) A designated employee who has opted to accept severance pay and refuses a transfer to a position one (1) classification lower than the classification of his/her designated position shall be paid fifty percent (50%) of his/her full severance pay entitlement as calculated in accordance with the formula in clause 10.9 upon expiry of his/her notice of position discontinuance;

10.11.2 If no vacant position exists to enable a transfer under Clause 10.5.1 and the designated employee has opted to exercise his/her seniority (bump) under Clause 10.7, but either the designated employee refuses a placement under Clause 10.6 or 10.7 or no position exists to enable a placement under Clause 10.6 or 10.7, then the designated employee shall be laid off;

or

10.11.3 If no vacant position exists to enable a transfer under Clause 10.5.1 and the designated employee has opted not to exercise his/her seniority (bump) under Clause 10.7, and not to accept severance pay, then the designated employee shall be laid off.

#### 10.12 LAY-OFF

10.12.1 For the purpose of this Collective Agreement, the term "lay-off" shall mean that an employee will be removed from the payroll subject to recall.

#### 10.13 NOTICE OF LAY-OFF

10.13.1 All regular employees and project employees who have not received, at the time of hire, notice of when the job ends and who are then laid off, shall receive a minimum of ten (10) working days written notice of lay-off.

10.13.2 Temporary employees who have not received, at the time of hire, notice of when the job ends and who are then laid off, shall receive a minimum of five (5) working days notice of lay-off.

10.13.3 Casual employees who have not received, at the time of hire, notice of when the job ends and who are then laid off, shall receive a minimum of one (1) working days notice of lay-off.

10.13.4 If the Employer fails to give the required notice of lay-off, the employee shall be paid in lieu of notice an amount equivalent to the amount of notice that is lacking.

10.13.5 The Association shall be notified of all regular or project employees who are laid off.

#### 10.14. PERIOD OF LAY-OFF AND RETENTION OF SENIORITY

An employee who is laid off (subject to Clause 10.10) shall retain his/her lay-off status and seniority for up to:

- (a) Twelve (12) months for a regular or project employee as defined in Clause 2.6; and
- (b) Nine (9) months for a temporary or casual employee as defined in Clause 2.6.

During this time period the employee is expected to make every effort to apply for any appropriate vacancies. Upon request copies of postings for specific types of AESES positions will be made available to the employee.

#### 10.15 APPLICATION FOR POSTED VACANCY DURING LAY-OFF - REGULAR EMPLOYEE

10.15.1 Where a posted vacancy exists and provided that the posted vacancy is not of a higher classification level than that which the regular employee held immediately prior to lay-off, preference will be given to the laid off regular employee with the greatest seniority who has applied for the posted vacancy and who either:

- (1) Possesses the minimum qualifications that have been posted for the position;
- or
- (2) Could reasonably be expected to meet or exceed, during a 420 working hours retraining period, the minimum qualifications that have been posted for the position.

10.15.2 Where a posted vacancy exists and the posted vacancy is of a higher classification level than that which the regular employee held immediately prior to lay-off, the selection for vacancy and related provisions of Article 6 of the Collective Agreement shall apply.

10.15.3 "Working hours" for the purpose of a retraining/trial period shall include only time which the employee is actually at work, including work/coffee breaks.

10.15.4 The retraining period shall comprise part of the normal Trial Period during which time the provisions of Clause 6.5 shall apply.

10.15.5 Human Resources, in consultation with the hiring Department, shall determine the retraining requirements to be provided to the laid off employee during the retraining/trial period.

NOTE: See also Clause 10.16 regarding the implementation of Clause 10.15.



10.16 IMPLEMENTATION OF CLAUSE 10.15

- 10.16.1 (a) Full-Time Continuing laid off employees may opt for full-time or part-time continuing positions or full-time or part-time sessional positions;
- (b) Part-Time Continuing laid off employees may opt for part-time continuing positions or part-time sessional positions;
- (c) Full-Time Sessional laid off employees may opt for full-time or part-time sessional positions;
- (d) Part-Time Sessional laid off employees may opt for part-time sessional positions only; and
- 10.16.2 Regardless of seniority, a designated employee to be transferred in accordance with Clause 10.5.1 shall have preference for a position over a laid off employee who applies for the position in accordance with Clause 10.15.

10.17 APPLICATION FOR POSTED VACANCY DURING LAY-OFF - PROJECT, TEMPORARY OR CASUAL EMPLOYEE

- 10.17.1 Project, temporary, or casual employees during lay-off may apply for posted vacant positions in accordance with the selection for vacancy and related provisions of Article 6 of the Collective Agreement.

10.18 TEMPORARY OR CASUAL EMPLOYMENT

- 10.18.1 Employees on lay-off may apply for temporary or casual employment.

10.19 TERMINATION OF LAY-OFF AND SENIORITY

- 10.19.1 A laid off employee's lay-off status and seniority shall terminate if:
- (a) The laid off employee is a regular employee and has been recalled to work but does not accept the recall in accordance with the terms set forth in Clause 10.21;
- or
- (b) The laid off employee is a regular or project employee and has been laid off for twelve (12) consecutive months [see also Clause 8.3(d)(2)];
- or
- (c) The laid off employee is a temporary or casual employee and has been laid off for nine (9) consecutive months;
- or
- (d) The laid off employee either resigns or retires;

or

(e) The laid off employee is dismissed and not reinstated.

#### 10.20 TEMPORARY LAY-OFF

10.20.1 Where temporary lay-offs of regular employees in continuing positions are necessary the employees shall be laid off in reverse order of their seniority providing that the employees who remain working are qualified to perform the work that is available.

10.20.2 An employee in a sessional position may be placed directly into temporary lay-off regardless of the employee's seniority if the job posting of the position indicated the possibility of temporary or seasonal lay-offs. These employees are not eligible to use the procedure for displacing another employee in the event of temporary lay-offs. This provision shall also apply to positions posted before July of 1977 where temporary or seasonal lay-offs have been historical, provided that past practice will be followed in selecting employees to be laid off from a group of employees in such positions.

10.20.3 The required notice for temporary lay-off is the same as is provided for in Clause 10.13.

10.20.4 An employee who has been temporarily laid off may have part or all of their vacation entitlement held until their return to work.

#### 10.21 RECALL

10.21.1 For the purpose of this Collective Agreement, a recall shall mean that a regular employee on lay-off has been called back to work in a position within his/her former classification level or the classification level below his/her former classification level.

10.21.2 To recall a laid off employee, the Employer will notify the employee by registered mail. It shall be the responsibility of the employee to keep Human Resources and his/her department informed of his/her current address.

10.21.3 In the event of a recall of laid off employees, seniority shall be used, given that the employee to be recalled meets the requirements of the job to be filled.

10.21.4 In the event that an employee who is recalled does not accept the recall for reasons other than illness or severe problems, within five (5) working days thereafter, his/her employment terminates without notice.

#### 10.22 NOTICE OF EMPLOYEE RESIGNATION

10.22.1 All employees when resigning their employment with the Employer shall provide in writing to their supervisor as much notice as is possible of their intention to quit.

- 10.22.2 Notwithstanding anything contained in Clause 10.22.1, no REGULAR EMPLOYEE OR PROJECT EMPLOYEE, other than one suspended, dismissed or laid off, shall quit his/her employment with the Employer without having given to his/her supervisor A MINIMUM OF ten (10) working days' written notice of his/her intention to quit. No TEMPORARY EMPLOYEE, other than one suspended, dismissed or laid off, shall quit his/her employment with the Employer without having given to her/her supervisor A MINIMUM OF five (5) working days' notice of his/her intention to quit. No CASUAL EMPLOYEE, other than one suspended, dismissed or laid off, shall quit his/her employment with the Employer without having given to his/her supervisor A MINIMUM OF one (1) working day's notice of his/her intention to quit.
- 10.22.3 Upon mutual agreement by the Employer and the employee, the clause requiring ten (10) days' written notice of an employee's intention to quit may be waived; this provision will also apply to temporary and casual employees.

#### 10.23 ABSENCE WITHOUT AUTHORIZATION

Any employee who is absent from work (except as provided for in Articles 17 or 18) for three (3) consecutive working days without authorization may, at the Employer's discretion, be deemed to have resigned without notice unless the employee can prove that a request for authorization was not possible due to circumstances beyond the employee's control.

#### 10.24 RETIREMENT

10.24.1 Conditions of retirement are governed by the University of Manitoba Pension Plan (1993). Information on retirement and early retirement can be found in the "For Information Only" section of this Collective Agreement.

#### 10.24.2 EARLY RETIREMENT

Currently, the earliest that employees may retire, under the University of Manitoba Pension Plan (1993), is at fifty-five (55) years of age.

### **ARTICLE 11 HOURS OF WORK**

#### 11.1 HOURS OF WORK

Regular full-time hours of work for the various classifications (as set forth in Schedule A which is appended hereto and forms part of this Collective Agreement) shall be defined to be seven (7) hours per day and thirty-five (35) hours per week. However, the regular full-time hours of work for those groups of positions which currently\* require employees to work in excess of seven (7) hours per day and thirty-five (35) hours per week shall be defined to be:

- (a) Seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week; or

(b) seven and three-quarters (7 3/4) hours per day and thirty-eight and three-quarters (38 3/4) hours per week; or

(c) eight (8) hours per day and forty (40) hours per week.

\* `Currently' means the date of signing of the 1974-76 Collective Agreement (May 22, 1975).

Clause 11.1(b) shall apply to all positions in Physical Plant

The University agrees that the regular full-time hours of work, as defined above, will not be changed during the term of the Collective Agreement except through a Letter of Understanding.

#### 11.1.1 MODIFIED WORK WEEK

A request for a modified work week shall be given due consideration by the Employer. A modified work week may include: Flextime, banked time, or a compressed work week. If management approval is granted for a modified work week, the terms and conditions of the modified work week shall be confirmed by a Letter of Understanding.

#### 11.2 WORK BREAKS

Every employee shall be entitled to two (2) fifteen (15) minute breaks from work during each regular work day, as defined in Clause 11.1, without deduction from his/her wages. The time for such 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 the employee or supervisor on a mutually agreed basis. In the event that reasonable facilities are not available, the Employer shall use its discretion to extend break time accordingly.

Employees working less than the number of hours set out in Clause 11.1 of the Collective Agreement shall receive a fifteen (15) minute break from work during each work period of at least three and one-half (3 1/2) hours duration.

11.2.1 Coffee breaks do not constitute time for the purposes of either the banking of authorized overtime (Clause 12.7) or the banking of regular time (Clause 12.8) and therefore shall not be used for those purposes.

#### 11.3 WEEKEND WORK

If circumstances permit and so long as it does not result in additional cost, the Employer upon request by the employee(s) shall endeavour to schedule a weekend(s) off, taking into consideration the requirements of the employment area and the availability of personnel.

- 11.4 The weekend is defined as the hours from 12:00 a.m. Saturday to 11:59 p.m. Sunday.
- 11.4.1 Normally employees shall have two (2) consecutive scheduled days off in every seven (7) calendar day period.

**ARTICLE 12 OVERTIME, MEAL ALLOWANCE, SHIFT PREMIUM, STANDBY PAY AND NORTHERN ALLOWANCE**

**12.1 AUTHORIZATION OF OVERTIME**

All time worked in excess of the regular full-time hours of work as set forth in Clause 11.1 must be authorized by the Employer before it shall be considered overtime. Authorization must be obtained in advance except in emergency situations.

- 12.1.1 All authorized overtime worked by an employee must be claimed by the employee and arrangements made between employee and Employer in the same pay period during which the authorized overtime was worked, for either payment for the authorized overtime in accordance with Clause 12.3 or the banking of the authorized overtime in accordance with Clause 12.7.
- 12.1.2 It is hereby understood and agreed between the Parties that failure by the employee to comply with the requirements of Clause 12.1.1 will not result in the loss of the employee's right to claim overtime compensation.

**12.2 ASSIGNMENT OF AUTHORIZED OVERTIME**

When an administrator responsible for a work area schedules overtime in a particular classification, it shall be spread as equitably as possible in order of seniority within that work area and on a reasonably practical 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.

**12.3 PAYMENT FOR AUTHORIZED OVERTIME**

All overtime shall be paid at the rate of two times (2X) the employee's hourly rate of pay for all hours worked except as hereinafter provided.

- 12.3.1 Where an employee is notified before completion of work to return to work the same or another day he/she shall be paid a minimum of two (2) hours at two times (2X) his/her hourly rate of pay, provided the period of time worked by the employee is not continuous with his/her regularly scheduled working hours. A meal break shall not be regarded as a break in continuity of regularly scheduled working hours.

### 12.3.2 CALLBACK

A callback shall be defined as any authorized call and return to work by an employee during the period between his/her completion of work and subsequent starting time.

Where an employee is notified before completion of work that he/she is required to report for work at a different time on the subsequent day, callback shall not apply.

Callback provisions shall apply as follows:

- (a) For a callback on the employee's regular working day, the employee shall receive two times (2X) his/her hourly rate of pay for all hours worked on the callback with a minimum pay for the callback of two (2) hours at two times (2X) his/her hourly rate of pay;
- (b) For a callback on the employee's regular day of rest, the employee shall receive two times (2X) his/her hourly rate of pay for all hours worked on the callback with a minimum pay for the callback of four (4) hours at two times (2X) his/her hourly rate of pay;
- (c) Where an employee is scheduled to work or is called back to work on a paid holiday, the time worked shall be considered as overtime and paid in accordance with Clause 14.3;
- (d) 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.

12.3.3 Where it is possible to remedy a problem by contacting an employee at home rather than requiring the employee to return to work, the employee shall be compensated. 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 calls 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.

### 12.3.4 Rest Break

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 am the employee shall not be required to report to work for the next day until 10:00 am). In the event 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.

## 12.4 OVERTIME MEAL ALLOWANCE

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.

- 12.4.1 An employee who is required to work overtime on a regular day of rest in excess of four (4) hours shall be provided with a meal in accordance with Clause 12.4.

## 12.5 NOTICE OF CHANGE OF SCHEDULE

Where a work schedule change is made for a one (1) to four (4) day period and is necessary due to circumstances beyond the control of the Employer, the employee must be notified before normal quitting time on the day previous to the change. Otherwise, three (3) days notice shall be given.

Where the change is for a period of greater than four (4) days, the employee shall be notified one (1) week previous to the change.

Where the above notice is not given, double (2X) time shall be paid for all hours worked on the first day of the change.

## 12.6 SUPERVISION OF OTHER BARGAINING UNIT STAFF AND OVERTIME

Where a supervisor within the AESES bargaining unit who is responsible for the supervision of University staff in another bargaining unit is required to work overtime (whether on a paid holiday or otherwise), the Employer shall ensure that the supervisor's salary for an overtime period shall not be less than the salary being paid to any such staff being supervised by him/her for the same overtime period worked.

## 12.7 BANKING OF AUTHORIZED OVERTIME

When an employee is required to work overtime he/she may, if the Employer agrees, elect to receive time off instead of payment to a maximum accumulation of 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 forty (40) hours shall be paid as overtime.

12.7.1 Any accumulated hours not received as time off by the fiscal year end shall be paid, or the Department Head and employee may mutually agree to have unused accumulated overtime taken off in the following fiscal year.

12.7.2 The Employer, upon written request from the employee (for each request) shall, once in a four (4) month period, supply to the employee a written record of banked authorized overtime earned, taken and owing for the previous four (4) month period.

#### 12.8 BANKING OF REGULAR TIME

When an employee chooses to exchange work for time off, or time off for work, such exchanges 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 exchanges or to bank regular time in substitution for overtime as defined in the collective agreement.

#### 12.9 SHIFT PREMIUM

An employee who is regularly scheduled to work thirty-five (35) hours or more per week and whose schedule in whole or in part falls between the hours of 6:00 p.m. and 7:00 a.m. shall be paid a premium of eighty-five (85¢) cents per hour for all hours worked between 6:00 p.m. and 7:00 a.m. This premium shall not be paid where overtime rates apply or where the time so worked is part of a time exchange as provided in Clause 11.1.1.

#### 12.10 STANDBY PAY

When the Employer requires an employee to be available for a possible call back (hereinafter referred to as "standby"), the Employer shall give the employee written notice thereof. The written notice shall specify the hours during which the employee is required to be on standby and the particulars thereof. The employee shall be given as much notice of standby as is practicable in the circumstances.

An employee on standby shall be paid twenty dollars (\$20.00) for each eight (8) consecutive hour period or portion thereof that he/she is required to be on standby. It shall be the responsibility of the employee to be immediately available and to keep the Employer informed as to where he/she can be conveniently reached. In the event that an employee on standby cannot be reached or is unable to report for duty, no standby payment shall be made. If the employee has no justifiable excuse for his/her failure to be available, he/she shall be subject to disciplinary action.



An employee on standby who is called back shall be paid in accordance with Clause 12.3.2 in addition to standby pay.

#### 12.11 TRANSPORTATION ALLOWANCE

The Employer will provide cost of transportation to his/her home within the city of Winnipeg 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.

#### 12.12 NORTHERN ALLOWANCE

The Employer shall pay all employees employed and normally resident north of the fifty-third (53rd) parallel a Northern Allowance as follows:

1. Employees that work seventeen and one-half (17.5) hours or more in a week shall receive:

\$166.40 per bi-weekly period if the employee has a dependent or dependents.

\$100.97 per bi-weekly period if the employee has no dependents.

2. Employees that work less than seventeen and one-half hours in a week shall receive:

\$83.20 per bi-weekly period if the employee has a dependent or dependents.

\$50.48 per bi-weekly period if the employee has no dependents

("Dependent" shall be defined in accordance with the Federal Income Tax Act and Regulations.)

### **ARTICLE 13 TRAVEL ALLOWANCES**

- 13.1 When an employee is required to travel in the course of his/her work for the Employer, or to take training required by the Employer, he/she will be reimbursed for reasonable costs of accommodation, meals, and use of his/her personal vehicle - i.e. mileage allowance and parking.

- 13.2 When an employee is requested to use his/her personal vehicle for the Employer's business he/she will be paid a mileage allowance in accordance with University Policy but such allowance will not be less than thirty-three (33¢) cents per kilometre.

- 13.3 Mileage allowance shall not be payable if the employee is notified before the end of their previous shift that they will be required to report to a different work site within the City of Winnipeg. Mileage allowance shall be payable:
- a) If the employee is required to travel to another work site or destination after first arriving at their normal or assigned work site; or
  - b) If the employee is required to report to a work site outside the City of Winnipeg.
- 13.4 Employees shall be reimbursed on presentation of a receipt for parking expenses incurred when attending to a location other than the Fort Garry or Bannatyne Campus.

## **ARTICLE 14 HOLIDAYS**

### **14.1 HOLIDAYS**

The following days shall be observed as paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Remembrance Day, Thanksgiving Day, Christmas Day, Boxing Day, Floating Holiday, Louis Riel Day and any other day or days so proclaimed by the Federal, Provincial, City of Winnipeg or University authorities.

- 14.1.1 When any of the aforementioned holidays falls on a Saturday or Sunday, the Vice-President (Administration) shall designate another working day to be observed as the holiday in lieu thereof for non shift workers. In this instance the holiday shall be observed on the Monday immediately following.
- 14.1.2 Where Christmas Day and New Year's Day are immediately preceded by a scheduled working day, the last four (4) hours of that scheduled working day shall be considered paid holiday time.
- 14.1.3 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 qualifying for the holiday (Clause 14.2) and overtime payment for working on the holiday (Clause 14.3), the day the floating holiday is observed shall be deemed to be the day on which it falls.

### **14.2 HOLIDAY - QUALIFICATION AND ENTITLEMENT FOR**

An employee shall receive his/her regular earnings for a paid holiday (also referred to as holiday entitlement) on which he/she does not work provided that:

- (a) He/she does not absent himself/herself from work without his/her supervisor's consent either on the regular working day immediately preceding or following the holiday, unless his/her absence is by reason of established illness and the Employer has been notified in accordance with Clause 17.3; and
- (b) He/she has not prior to the day of the holiday voluntarily terminated/resigned his/her employment. (This only applies to the effective date of termination/resignation.)
- (c) Where the wages of an employee vary from day to day, his/her pay for a general holiday on which he/she has not worked shall be at least equivalent to five percent (5%) his/her total wages exclusive of overtime for the four (4) week period immediately preceding the holiday.

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

#### 14.3 HOLIDAY - OVERTIME PAYMENT

Where an employee is scheduled to work on a paid holiday, he/she shall be paid two times (2X) his/her hourly rate of pay for all hours worked in addition to his/her regular earnings for the paid holiday.

Where an employee is called back to work on a paid holiday, he/she shall be paid two times (2X) his/her hourly rate of pay for all hours worked on callback with a minimum pay for four (4) hours at two times (2X) his/her hourly rate of pay in addition to his/her regular earnings for the paid holiday.

#### 14.4 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 the shift begins.
- (b) An employee who DOES WORK on the day the holiday falls is paid overtime, as provided in Clause 14.3 in addition to his/her holiday entitlement and has no further holiday entitlement.
- (c) If an employee DOES NOT WORK on the day the holiday falls then:
  - (1) If he/she would have been scheduled to work on that day, then he/she is paid his/her holiday entitlement for that day and has no further holiday entitlement.
  - (2) If he/she would not have been scheduled to work on that day, by virtue of the day being his/her regular day of rest, then he/she is assigned another day in lieu thereof.

- (d) If he/she works on the day in lieu thereof, he/she is paid overtime as provided in Clause 14.3 in addition to his/her holiday entitlement.
- (e) 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.

14.5 CHRISTMAS-NEW YEAR'S BREAK

See Clause 15.11 and Article 16.

**ARTICLE 15 VACATIONS WITH PAY**

15.1 VACATION ENTITLEMENT - REGULAR CONTINUING EMPLOYEES

Regular continuing employees shall be entitled to vacation with pay in accordance with the following table, where Column A represents the number of years of accumulated service at March 31 of any year and Column B represents the number of days of vacation entitlement for each bi-weekly pay period or part thereof prorated worked in the interval between April 1 of the previous year and March 31 of the then current year.

<b>COLUMN A</b>	<b>Column B</b>	<b>Column C</b>
Accumulated Service in Years at March 31st	Hours of Vacation Per Biweekly Period Worked	Maximum Hours of Vacation Per Annum (*For information only)
0 to 5.99	<u>0.58 days x 7 hours</u>	<u>15 x 7 hours</u>
6.00 to 11.99	<u>0.77 days x 7 hours</u>	<u>20 x 7 hours</u>
12.00 to 19.99	<u>0.96 days x 7 hours</u>	<u>25 x 7 hours</u>
20.00 or more	<u>1.15 days x 7 hours</u>	<u>30 x 7 hours</u>

(For those employees working a seven (7) hour day)

0 to 5.99	<u>0.58 days x 7.5 hours</u>	<u>15 x 7.5 hours</u>
6.00 to 11.99	<u>0.77 days x 7.5 hours</u>	<u>20 x 7.5 hours</u>
12.00 to 19.99	<u>0.96 days x 7.5 hours</u>	<u>25 x 7.5 hours</u>
20.00 or more	<u>1.15 days x 7.5 hours</u>	<u>30 x 7.5 hours</u>

(For those employees working a seven and one-half (7 1/2) hour day)

<b>COLUMN A</b>	<b>Column B</b>	<b>Column C</b>
Accumulated Service in Years at March 31st	Hours of Vacation Per Biweekly Period Worked	Maximum Hours of Vacation Per Annum (*For information only)
0 to 5.99	<u>0.58 days x 8 hours</u>	<u>15 x 8 hours</u>
6.00 to 11.99	<u>0.77 days x 8 hours</u>	<u>20 x 8 hours</u>
12.00 to 19.99	<u>0.96 days x 8 hours</u>	<u>25 x 8 hours</u>
20.00 or more	<u>1.15 days x 8 hours</u>	<u>30 x 8 hours</u>

(For those employees working an eight (8) hour day.)

\*For a regular employee whose daily base hours have changed during the vacation year, the maximum hours of vacation entitlement under Column C will be prorated.

- 15.1.1 Decimal vacation entitlement shall be rounded off to the nearest whole number, e.g. 12.49 becomes 12 days, 12.50 becomes 13 days.
- 15.1.2 The University currently uses a system that calculates vacation credits in hours, and provides information to employees and departments in hours. The vacation hours can be converted into days of vacation by dividing by the hours by the employee's working hours in a day. This method of determining vacation credits will provide no less vacation credits than using the "Days of Vacation per Bi-weekly Period Worked" method in Clause 15.1 and 15.1.1. For further explanation, please see the "For Information Only" Section.
- 15.1.3 For the purposes of this Article, accumulated service means the seniority as at March 31st, where seniority is determined in accordance with Article 8.
- 15.1.4 Vacation entitlement is earned based on service with the Employer and is maintained or carried by the employee when he/she moves from one position to another within the University.
- 15.2 VACATION - WHEN GRANTED

Vacations will normally 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.

### 15.3 VACATION SALARY - REGULAR CONTINUING EMPLOYEES

Regular continuing employees leaving on vacation shall receive their vacation salary prior to the start of their vacation if they make a request to the Employer not less than ten (10) working days in advance of the start of the vacation.

#### 15.4 VACATION - ADVANCE AND CARRY OVER

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

#### 15.5 PAID HOLIDAY DURING VACATION

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

#### 15.6 HOSPITALIZED OR BEDRIDDEN DURING VACATION

In the event that an employee is hospitalized for twenty-four (24) hours or bed-ridden for three (3) or more days during his/her vacation, sick leave may be substituted for vacation leave. The employee must provide a medical certificate attesting to the fact that the hospitalization or bed rest was necessary and indicating the time period involved.

#### 15.7 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.

#### 15.8 VACATION PAY - REGULAR CONTINUING EMPLOYEE UPON RESIGNATION, LAY-OFF OR TERMINATION

In the event that a regular continuing employee resigns, is laid off or has his/her employment terminated, he/she will be paid for vacation time owing in accordance with the chart in Clause 15.9 for time worked since April 1st, using his/her accumulated service in years at the effective date of the resignation, lay-off or termination.

#### 15.9 VACATION PAY - EMPLOYEES OTHER THAN REGULAR CONTINUING EMPLOYEES

Employees other than regular continuing employees shall have vacation pay added to their regular pay cheques in each pay period in lieu of annual vacation with pay in accordance with the following table, where Column A represents the accumulated service in years at March 31st and Column B

represents the percentage of the normal hourly rate to be paid in addition to the normal hourly rate.

<b>COLUMN A</b> Accumulated Service in Years at March 31st	<b>COLUMN B</b> Vacation Pay (Percentage)
0.00 to 5.99	6%
6.00 to 11.99	8%
12.00 to 19.99	10%
20.00 or more	12%

- 15.9.1 The vacation pay shall not apply to hours paid at overtime rates.
- 15.10 Employees other than regular continuing 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.
- 15.11 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 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) days 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 1st 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 the 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.

## ARTICLE 16 ANNUAL CHRISTMAS-NEW YEAR'S BREAK

- 16.1 Clauses 14.1, 14.1.2 and 14.1.3 of the Collective Agreement provide for the following holidays: ½ 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 ½ day holidays before Christmas Day and New Year's Day (when applicable) and the Floating Holiday.

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

- 16.2 Clause 15.11 of the 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.

- 16.3 The combination of holidays (Clauses 14.1, 14.1.2 and 14.1.3) and Christmas-New Year's Vacation Entitlement (Clause 15.11) constitute the annual Christmas-New Year's Break.

- 16.4 The annual Christmas-New Year's Break shall be administered as follows:

(a) ½ DAY HOLIDAYS

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

(b) DESIGNATION

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

The Association 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 providing that the Department 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).



Overtime shall apply in accordance with Clause 14.4 of the Collective Agreement.

## **ARTICLE 17 SICK LEAVE**

### **17.1 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.

#### **17.1.1 SICK LEAVE - FULL-TIME CONTINUING EMPLOYEES**

A full-time continuing 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.

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.

#### **17.1.2 SICK LEAVE - EMPLOYEES OTHER THAN FULL-TIME CONTINUING EMPLOYEES**

All employees other than full-time continuing employees shall be entitled to sick leave benefits upon completion of the equivalent of 420 hours of employment, at which point an employee's entitlement shall be twenty-eight (28) 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 twenty-eight (28) 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 all employees other than full-time continuing employees 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 all employees other than full-time continuing employees who are not eligible for the Long Term Disability Income Plan, the accumulation of Sick Leave credits will be to a maximum of 420 hours.

### 17.1.3 MEDICAL/DENTAL APPOINTMENTS

Absences for dental and medical appointments for regular and project full-time employees shall be considered as sick leave. Except in emergency situations, the employee must notify his/her supervisor in advance that he/she will be absent by reason of such appointment.

Whenever possible, dental or medical appointments should be made at the beginning or end of a work day, or where the employee's regular days off fall on days Monday through Friday, the appointment should be made on a day off.

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

### 17.1.4 SICK LEAVE AND POSITION DISCONTINUANCE/LAYOFF

Notwithstanding Clauses 17.1.1 and 17.1.2, where sick leave begins after an employee has received notice of position discontinuance, and where the process followed in Article 10 results in the employee either accepting severance pay or being laid off, paid sick leave will end effective the date of layoff. Based on the requirements of the Long Term Disability Plan, the laid-off employee is eligible to apply for Long Term Disability benefits 180 calendar days from their first date of illness or disability.

- 17.1.5 The Employer shall not issue a notice of Position Discontinuance to any employee on sick leave.

### 17.2 Confidentiality of Personal Health Information

- 17.2.1 It is understood that confidentiality is an integral component of these procedures. Employee's right to confidentiality will be respected. The University will comply at all times with the provisions of the Personal Health Information Act (Manitoba) or substitute legislation in place of the foregoing act.

- 17.2.2 Contact with attending physicians, and/or other health care professionals will not be made without the prior written consent of the Employee.

- 17.2.3 Any personal health information obtained will be used solely for the purpose for which it was provided. Personal health information shall include information regarding the Employee's health, health care history, or the provision of health care to the Employee.

- 17.2.4 Personal health information obtained will be kept in a locked, secure location apart from the Employee's personnel file and will not be shared or disclosed without the Employee's written informed consent.
- 17.2.5 Where informed consent has been given by an employee, personal health information may be shared with Human Resources staff and/or the Occupational Health and Safety Coordinator as required in order to administer the sick leave provisions. The sharing or disclosure of personal health information with other personnel will be limited to information that speaks to abilities and/or restrictions and/or the likely duration of the absence.
- 17.2.6 Informed consent means that the Employee understands what they have agreed to release and understand what the information will/may be used for. The release form will be used for the purpose of obtaining personal health information and/or information regarding abilities and or restrictions. Information may include specific personal health information for adjudication and case management purposes or more generic information about abilities/restrictions to enable return to work planning.
- 17.2.7 Non-medical certificates from physicians and/or other health care professionals that only confirm absences are not considered medical and may be shared with appropriate supervisory staff to enable the management of the operations of the departments affected by the absence.
- 17.2.8 Where an Employee refuses to provide written permission to obtain and/or share required personal health information to administer sick leave benefits, the payment of benefits may be terminated in consultation with Human Resources.

### 17.3 NOTIFICATION OF EMPLOYER WHEN SICK

An employee who is unable to attend work due to sickness shall notify his/her supervisor or in the absence of his/her supervisor, the Department as soon as possible on the day the employee is unable to attend work. If the supervisor or in the absence of his/her supervisor, the Department cannot be reached, then the Human Resources Office shall be notified. If the sickness is of some duration, the employee should keep in regular contact as required by his/her supervisor.

- 17.3.1 Absence from employment due to sickness without notification of the supervisor, Department, or Human Resources as per Clause 17.3 shall be considered as unauthorized leave and consequently without pay unless the employee proves that notification was not possible.

### 17.4 MEDICAL CERTIFICATE

Normally a medical certificate will not be requested for absence due to sickness; however, the Employer reserves the right to request a medical certificate. A request for a medical certificate will be made during the period of

sickness or, if there are repeated absences, prior to the next absence. A reasonable amount of time will be allowed for the employee to comply with the request. Employees shall request that the medical certificate state the dates on which the employee was unable to attend work, the pertinent details relating to the sickness or injury and additionally, in the case of an absence for a lengthy duration, a prognosis as to the expected date of return to work.

Where the Employer is not satisfied with the information contained in the medical certificate provided by the employee, the Employer may require that the employee request additional information on a form provided by the Employer.

#### 17.4.1 SECOND MEDICAL OPINION

In cases of long term or frequent sick leave claims, the Employer may require the employee to obtain a second medical opinion from a doctor appointed by the Employer. In this event, the employee will authorize the doctor who rendered the first opinion to make the required information available to the second doctor and shall, if requested, substantiate that he/she has given this authorization. The cost of obtaining the second opinion shall be borne by the Employer. Information imparted to the University in a medical report resulting from obtaining a second medical opinion shall be retained only in the files of the University Medical Officer.

#### 17.4.2 FAILURE TO FURNISH MEDICAL CERTIFICATE OR AUTHORIZE RELEASE

If the employee fails to furnish a medical certificate when requested under Clause 17.4 or in the event the employee does not authorize the required releases under Clause 17.4.1, his/her absence from work may be considered as unauthorized and consequently without pay.

#### 17.5 M.P.I.C. WAGE LOSS REPLACEMENT BENEFITS

The Manitoba Public Insurance Corporation provides wage loss replacement benefits resulting from automobile accidents regardless of the existence of sickness and injury benefits provided by Employers. Employees should not receive combined wage loss benefits in excess of 100% of sick leave salary from these two sources for the same absence from work.

An Employee who qualifies for wages loss replacement benefits from MPI shall continue to receive their regular salary, as if on sick leave benefits from the University, and have the wage loss replacement benefits resulting from the motor vehicle accident reimbursed to the University and offset against the Employee's salary so as to preserve the not-taxable nature of MPI benefits.

For purposes of the Collective Agreement, the Employee shall be considered as on sick leave for the duration of the entitlement to wage loss replacement benefits or until all sick leave entitlement has been taken in which case the normal provisions of long term disability coverage shall apply.

Normal pension and benefit contributions shall be continued based on the Employee's regular salary while on sick leave.

The Parties will meet and attempt to resolve any problems which may arise out of the implementation of this Clause.

#### 17.6 EMPLOYEE'S CURRENT ADDRESS

It will be the responsibility of the employee to keep Human Resources and his/her department informed of his/her current address.

#### 17.7 FULL-TIME CONTINUING EMPLOYEES ON LONG TERM DISABILITY - DURING THE FIRST 180 DAYS

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, 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.

#### 17.8 CESSATION, DENIAL OR FAILURE TO APPLY FOR OF LONG TERM DISABILITY BENEFITS

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 AESES 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.

## **ARTICLE 18 LEAVE OF ABSENCE**

### **18.1 GENERAL LEAVE**

If circumstances permit the Employer shall grant leave of absence without pay for a maximum of one (1) year to an employee upon request, provided that there is a justifiable reason. Any leave of absence beyond three (3) days shall be applied for and confirmed in writing. Such leave shall not affect seniority accrued prior to the date of the leave of absence. On receiving the leave of absence an employee must prepay necessary monthly deductions for staff benefit premiums and Association dues.

## 18.2 WITNESS/JURY DUTY

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

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

## 18.3 UNSCHEDULED FAMILY CARE

An employee shall be allowed up to one (1) working day to make appropriate arrangements for continuing care and supervision of a member of his/her immediate family where the family member's normal care giving arrangements (such as daycare or home care) or 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 purposes of this provision, the term "the employee's immediate family" means the employee's parent, spouse, or dependant child.

## 18.4 BEREAVEMENT LEAVE

A regular or project 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.

Where the funeral or 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 leave in accordance with this clause shall, upon request, be allowed to substitute bereavement leave for vacation.

A regular or project employee shall normally be granted one (1) regularly scheduled work day of compassionate 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, 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 traveling 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.

## 18.5 COMPASSIONATE CARE LEAVE

The purpose of compassionate care leave is to provide a release from duties and responsibilities to enable staff members to provide care or support to a member of their family who is gravely ill with a significant risk of death.

18.5.1 In order to qualify for compassionate care leave a staff member must:

- (a) have completed thirty (30) calendar days of employment with the University;
- (b) where possible, provide his/her dean/director or head of administrative unit notice of at least one pay period, unless circumstances necessitate a shorter period;
- (c) provide the dean/director or head of administrative unit as soon as possible a certificate from a physician who provides care to the eligible family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided stating that:
  - (i) an eligible family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate is issued, or if the leave started before the certificate was issued, the day the leave began; and
  - (ii) the family member requires the care and support of one or more family members.

18.5.2 An eligible family member means a family member as defined by the Employment Standards Code of Manitoba.

18.5.3 An eligible employee is entitled to compassionate care leave of absence without pay of up to eight (8) weeks' duration in a twenty-six (26) week period. The leave of absence without pay must be taken in no more than two (2) periods. No period of leave of absence may be less than one (1) week's duration.

18.5.4 An eligible employee may end the compassionate care leave of absence earlier than the end of the date of the requested period of leave by giving the dean/director or head of administrative unit at least forty-eight (48) hours' notice of the expected date of return or such shorter period as may be agreed with the dean/director.



18.5.5 For the purpose of the application of other terms and conditions of employment, compassionate care leave shall be considered as a leave of absence without pay.

## 18.6 MATERNITY LEAVE

There are two Maternity Leave Plans:

- (a) Plan A - Maternity Leave Without Maternity Leave Allowance (Clauses 18.6.1 - 18.6.2 & 18.6.5).
- (b) Plan B - Maternity Leave With Maternity Leave Allowance (Clauses 18.6.3 - 18.6.4 & 18.6.5).

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

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

### 18.6.1 PLAN A - Maternity Leave Without Maternity Leave Allowance

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

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

### 18.6.2 An employee who qualifies for Plan A is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 18.6.1(d); 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 Clause 18.6.1(d) 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 granted following the end of the maternity leave shall be considered as a separate leave of absence without pay.

### 18.6.3 PLAN B - Maternity Leave With Maternity Leave Allowance

In order to qualify for Plan B - Maternity Leave With Maternity Leave Allowance an employee must satisfy all of the same requirements set forth in Clause 18.6.1(a) through (d) and in addition must:

- (a) Have completed twelve (12) continuous months of paid full-time employment with the Employer immediately prior to the date on which the proposed maternity leave commences;
- (b) provide the Employer with proof that she has applied for Employment Insurance (EI) benefits and that the Canada Employment and Immigration Commission (C.E.I.C.) has agreed that the employee has qualified for and is entitled to such Insurance EI Benefits pursuant to Section 22 of the *Employment Insurance Act, 2000*;
- (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 the duration of the maternity leave with allowance following her return to work;
  - (2) She will return on the date of the expiry of her maternity leave unless this date is modified by the Employer; and
  - (3) Should she fail to return to work as provided under (1) and (2) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave. Seniority and vacation entitlement will also be reduced by the amount accrued during the receipt of maternity allowance.

18.6.4 An employee who qualifies for Plan B is entitled to and shall be granted maternity leave in accordance with the same provisions as set forth in Clause 18.6.2(a) through (c) and in addition is entitled to Maternity Leave Allowance as follows:

- (a) For the first two (2) weeks an employee shall receive one hundred percent (100%) of her weekly rate of pay;

- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and one hundred percent (100%) of her weekly rate of pay;
- (c) The maternity leave allowance can be taken any time between the tenth week before the expected birth week and seventeen (17) weeks after the actual birth. It must be taken in one consecutive period.

#### 18.6.5 GENERAL PROVISIONS APPLICABLE TO MATERNITY LEAVE PLAN A AND/OR PLAN B

- (a) Plan B does not apply to casual, part-time employees or to employees in temporary, sessional or project positions.
- (b) During the period of maternity leave - Plan B, seniority and vacation entitlement will continue to accrue.
- (c) During the period of maternity leave - Plan A, seniority shall continue to accrue, however, vacation entitlement will not continue to accrue.
- (d) Employees in receipt of Plan B payments shall not be entitled to paid leaves of absence during the period of maternity leave.
- (e) For the purposes of Plan B an employee's "weekly rate of pay" for any week is the amount which the employee would have earned in that week had she worked the regular full-time hours of work as set forth in Article 11, Hours of Work. This amount is neither increased or decreased as a result of either a paid holiday (Article 14) or Christmas-New Year's vacation entitlement (Clause 15.11) falling during any given week of maternity leave under Plan B.
- (f) Staff Benefits coverage for employees in receipt of Plan B payments shall be subject to the provisions of the various plans.
- (g) For the purposes of calculating the successful completion of a trial period or a salary review date, employees taking a maternity leave under Plan B (Human Resources must be contacted for correct calculation of salary review date) shall be considered to be on a leave of absence without pay.
- (h) An employee who wishes to resume her employment on the expiration of leave granted in accordance with either Plan A or Plan B shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

## 18.7 PARENTAL LEAVE AND PARENTAL LEAVE ALLOWANCE

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

There are two Parental Leave Plans:

- (a) PLAN A - Parental Leave Without Parental Leave Allowance (Clauses 18.7.1 - 18.7.2 & 18.7.5).
- (b) PLAN B - Parental Leave With Parental Leave Allowance (Clauses 18.7.3 - 18.7.4 & 18.7.5).

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

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

### 18.7.1 PLAN A - Parental Leave Without Parental Leave Allowance

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

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

18.7.2 An employee who qualifies is entitled to and shall be granted Parental Leave without pay consisting of a period not exceeding thirty-seven (37) weeks taken in one consecutive period. Any additional leave of absence without pay granted following the end of the Parental Leave shall be considered as a separate leave of absence without pay.

### 18.7.3 PLAN B - Parental Leave With Parental Leave Allowance

In order to qualify for Plan B - Parental Leave with Parental Leave Allowance an employee must meet the same requirements set forth in Clause 18.7.1(a) through (c) and in addition must:

- (a) Have completed twelve (12) continuous months of full-time paid employment with the University immediately prior to the date on which the

proposed leave commences (unless the employee has been granted a maternity leave Plan B immediately prior to the Parental Leave);

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

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

- (a) The parental leave will be completed within one (1) year of the child's birth or adoption.
- (b) An employee who qualifies under this provision is entitled to a leave consisting of a period not exceeding eighteen (18) weeks taken in one consecutive period as set out in Clauses 18.7.4(c), (d) and (e). Where the employee takes parental leave in addition to maternity leave, the employee shall commence the parental leave immediately following the maternity leave. Any additional leave of absence without pay granted following the end of the Parental Leave shall be considered as a separate leave of absence without pay.
- (c) If EI has determined that there will be a two-week waiting period before EI parental benefits begin, the employee's parental leave allowance during the two-week waiting period shall be ninety-five percent (95%) of his/her weekly salary;
- (d) For the weeks during which the employee is in receipt of Employment Insurance Parental Leave benefits, up to a maximum of sixteen (16) additional weeks if the above two-week waiting period applies, or a

maximum of eighteen (18) weeks if no waiting period applies, payments equivalent to the difference between the Employment Insurance Parental Leave benefits the employee is in receipt of and ninety-five percent (95%) of his/her weekly rate of pay.

- (e) When adopting a child, for the weeks during which the employee is in receipt of EI benefits, up to a maximum of two (2) more additional weeks, the employee shall receive parental leave allowance payments equivalent to the difference between the EI benefits he/she is in receipt of and ninety-five percent (95%) of his/her weekly salary for each additional week he/she is in receipt of EI benefits where:
  - (1) the adopted child is six months of age or older at the time of the child's arrival at the employee's home or actual placement with the employee for the purpose of adoption; and
  - (2) a medical practitioner or the agency that placed the child certifies that the child suffers from a physical, psychological or emotional condition that requires an additional period of parental care.

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

- (a) Plan B does not apply to casual, part-time employees or to employees in temporary, sessional or project positions.
- (b) During the period of receipt of Parental Leave Allowance under - Plan B, seniority and vacation entitlement will not continue to accrue.
- (c) During the period of Parental Leave - Plan A, and the period of Parental Leave that is not covered by Plan B - Parental Leave Allowance, seniority and vacation entitlement will not continue to accrue.
- (d) Employees in receipt of Parental Leave Allowance payments shall not be entitled to paid leaves of absence during the period of Parental Leave.
- (e) For the purposes of Plan B an employee's "weekly rate of pay" for any week is the amount which the employee would have earned in that week had he/she worked the regular full-time hours of work as set forth in Article 11, Hours of Work. This amount is neither increased nor decreased as a result of either a paid holiday (Article 14) or Christmas-New Year's vacation entitlement (Clause 15.11) falling during any given week of Parental Leave under Plan B.
- (f) Staff Benefits coverage for employees on Parental Leave shall be subject to the provisions of the various plans.

- (g) For the purposes of calculating the successful completion of a trial period or a salary review date, employees taking a Parental Leave shall be considered to be on a leave of absence without pay.
- (h) An employee who wishes to resume his/her employment on the expiration of leave granted in accordance with either Plan A or Plan B shall be reinstated by the Employer in the position occupied by him/her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

18.8 EXTENSION OF MATERNITY/PARENTAL LEAVE WITH LEAVE OF ABSENCE WITHOUT PAY

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

18.9 LEAVES NOT GRANTED

Where approval for leaves referred to herein cannot be given, upon request, the employee shall be given reasons for the refusal.

**ARTICLE 19 STAFF BENEFITS, AND REDUCED APPOINTMENTS**

19.1 STAFF BENEFITS

The present staff benefits consisting of the Group Term Life Insurance Plan, Group Term Dependent Insurance Plan, Accidental Death and Dismemberment (Basic), Accidental Death and Dismemberment (Voluntary), University of Manitoba Long-Term Disability Income Plan, Group Health Insurance Policy 20778 GH (including the Health Care Spending Account), Dental Plan Policy 67000 (Full-time), Dental Plan Policy 67025 (Part-time) and The University of Manitoba Pension Plan (1993), 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 the Association, and approval of the Board of Governors.

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

19.2 All employees shall receive a summary of all staff benefits mentioned in 19.1.

19.3 The Association shall be supplied with an up-to-date master copy and revisions thereto of the staff benefits mentioned in 19.1.

## 19.4 REDUCED APPOINTMENT

A reduced appointment is a limited-time reduction from full-time workload to a part-time workload with special provisions for staff benefit coverage and pension contributions. The intent of the reduction is to provide:

- (a) a method of transitioning to retirement;
- (b) flexible employment arrangements for a limited time; and
- (c) potential cost reductions for the Employer.

### 19.4.1 There are three (3) types of reduced appointments, as follows:

1. For an eligible employee who has at least ten (10) years of service with the Employer, a reduced appointment of up to 2 years may be requested. With twenty (20) working days notice, the employee may return to full time duties at any time within the two (2) years. At the end of the two (2) year period, the employee must either return to full-time duties or resign, unless with the agreement of the Employer and the Association the position is changed to a regular part-time position; or
2. For an eligible employee with a minimum age of 50 and whose age plus years of service with the Employer total of at least 70, a reduced appointment of up to five (5) years may be requested. The employee must commit at the time of application to retire no later than the end of the reduced appointment.
3. For an employee already on a Reduced Appointment that was approved and commenced on or before February 1, 2008, a reduced appointment according to the terms as approved and outlined in their Reduced Appointment letter of appointment shall be allowed to continue. Employees on this type of Reduced Appointment may not return to full-time employment or change the percentage reduction in hours of work unless approved by the Associate Vice-President (Human Resources).

19.4.2 In order to be eligible, an employee must be in a full-time continuing position and be a member of the University Pension Plan immediately preceding the commencement of the proposed reduced appointment.

19.4.3 The maximum reduction in the hours of work from full-time employment as a result of the reduced appointment shall be fifty percent (50%).

19.4.4 Employees who are eligible for reduced appointments may make written application therefore at least six (6) months prior to the requested commencement date of the reduced appointment.

Normally, decisions on the granting of reduced appointments will be made at least four (4) months prior to the commencement of the reduced appointment.



- 19.4.5 An application for a reduced appointment shall be submitted through the Department Head and the Dean/Director to the Associate Vice-President (Human Resources). The application shall be accompanied by the recommendations of the applicant's Department Head and Dean/Director.
- 19.4.6 If the Associate Vice-President (Human Resources) so recommends, a reduced appointment may be granted. In developing his/her recommendation, the Associate Vice-President (Human Resources) will be guided by the reasons stated for the proposed reduction in hours of work, the academic and financial requirements of the Department/Faculty/School, and his/her assessment of the overall needs of the University.
- 19.4.7 An employee whose application for a reduced appointment is approved shall continue to be a member of the bargaining unit and shall be covered by this Collective Agreement.
- 19.4.8 An employee whose application for a reduced appointment is approved shall have a "Normal Salary Rate" computed as if the employee were continuing on full-time status. All relevant salary adjustments shall be applied to the Normal Salary Rate. The "Actual Salary" to be paid the employee shall be pro-rated from the Normal Salary Rate in direct relation to the approved reduction in hours of work for the reduced appointment.
- Note: Clause 26.9(c)(1) (Step Increases for employees working less than full-time hours) shall apply to employees on Reduced Appointments.
- 19.4.9 An employee whose application for a reduced appointment is approved shall continue to participate in the University Pension Plan and other staff benefit plans provided for in Article 19, Staff Benefits. Except as provided in Clause 19.4.10 below, both the employee's and the Employer's contributions shall be based on the Normal Salary Rate and coverage for the University Pension Plan and the Life Insurance Plan shall be based on the Normal Salary Rate of the eligible employee.
- 19.4.10 The contributions and coverage under the Long Term Disability Plan shall be based on the employee's Actual Salary.
- 19.4.11 For the purpose of computing credited service for the formula pension, an employee on a reduced appointment who is continuing contributions to the University Pension Plan based on his/her Normal Salary Rate shall receive credit as if employed on a full-time basis.
- 19.4.12 An employee maintaining contributions to the Long Term Disability Plan shall be covered under the University's Sick Leave and Long Term Disability salary continuation plans. Sick leave and disability payments under the plans shall be on the basis of Actual Salary.

- 19.4.13 Service for purposes of calculating vacation entitlement and seniority of an employee on a reduced appointment shall be accumulated on the basis of the reduced hours of work. Vacation pay shall be on the basis of Actual Salary.
- 19.4.14 An employee whose application for a reduced appointment is approved shall receive a letter of appointment from the Associate Vice-President (Human Resources) which shall state:
- (a) the employee's current Normal Salary Rate;
  - (b) the percentage reduction in hours of work;
  - (c) the employee's current Actual Salary on the effective date of the reduced appointment;
  - (d) the effective date of the reduced appointment;
  - (e) the revised duties of the employee; and
  - (f) any other related conditions.
- 19.4.15 The duties of the employee on a reduced appointment may involve any combination of the employee's former duties.
- 19.4.16 No reduced appointment shall take effect until and unless the employee indicates in writing to the Associate Vice-President (Human Resources) his/her acceptance of the reduced appointment and all of its terms and conditions as specified in the letter of appointment.
- 19.4.17 An employee who successfully bids on a posted position vacancy for a full-time position shall return to full-time employment effective from the starting date of the new appointment.

## **ARTICLE 20 PROTECTION OF PROPERTY AND ESSENTIAL SERVICES**

- 20.1 The Association and the Employer recognize the need to provide proper care of research animals and the protection of personnel and property at all times.
- 20.2 The proper care of research animals includes the provision of appropriate temperatures, humidity, light cycles, ventilation, food, water, and cleaning as well as exercise and nursing care where appropriate. Research animals shall be defined as any live non-human vertebrate utilized in research, teaching and testing.

NOTE: To facilitate the proper care of research animals, the Association and the Employer have entered into an "Essential Services Agreement" which provides for such care in the event of either a strike or a lockout.

For information, the "Essential Services Agreement" is reprinted in the "For Information Only" section of this Collective Agreement.

## **ARTICLE 21 SAFETY AND HEALTH**

- 21.1 The Employer shall make every reasonable provision for the safety and health of all employees during their hours of work. The Employer will provide training in the use of special equipment whenever it expects the employee to use such equipment as part of his/her job.
- 21.2 Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing when needed.
- 21.3 No employee shall be disciplined for refusal to work on a job which, in the opinion of the Environmental Health and Safety Officer, is not safe.
- 21.4 The University shall make every reasonable effort to maintain working conditions in accordance with acceptable standards of safety and health.

### **21.5 SAFETY FOOTWEAR**

Where the Employer requires the wearing of safety footwear, the Employer will reimburse Regular and Project Employees for CSA approved safety footwear for the cost up to a maximum of one-hundred and thirty (\$130.00) dollars per fiscal year upon presentation of a valid receipt. Employees may claim for reimbursement of more than one pair of safety footwear per year within their yearly maximum. Where more than one (1) pair of safety footwear is required by the Employer, then another maximum of one-hundred and thirty (\$130.00) dollars will be available to the employee unless the footwear is provided by the Employer.

Effective April 1, 2013 the amount of reimbursement will increase to one-hundred and fifty (\$150.00) dollars.

## **ARTICLE 22 UNIFORMS**

- 22.1 The Employer may require the employee to wear a uniform or other special article while performing certain jobs and the Employer shall provide and maintain same without deduction from the employee's salary. No employee shall wear such uniforms or special articles when not on duty for the Employer. Uniforms and other special articles so supplied shall be returned to the Employer on the employee's separation.
- 22.2 The employee will be responsible to see that the uniform is properly cared for while in his/her use. The employee may be billed for damages resulting from misuse or willful damage of a uniform or other special article.

## **ARTICLE 23 GRIEVANCE PROCEDURE AND ARBITRATION**

### **23.1 GRIEVANCE**

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

23.1.1 Should any dispute arise between the Employer and the Association there shall be no suspension of work on account of such dispute, in accordance with the Labour Relations Act of Manitoba, Chapter L10, Section 89(2), but an earnest effort shall be made by both Parties hereto to settle, immediately and without delay, any such dispute.

23.1.2 Matters to be dealt with under 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.

### **23.2 GRIEVOR**

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

### **23.3 WRITTEN GRIEVANCE**

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

In order to provide basic information and clearly identify the problem or dispute as far as is appropriate and practicable in the circumstances, a written grievance should set forth the particulars of the dispute or the nature of the grievance, the name(s) of the person(s) involved, the date(s) or approximate date(s) of any alleged violation, the number(s) of any article(s) of the Collective Agreement alleged to have been violated, and the remedy sought.

### **23.4 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 step 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.

### **23.5 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 paid holiday (Article 14) or as Christmas-New Year's Vacation Entitlement (Clause 15.11).

### 23.6 STAGE BYPASSING

One or more of the stages of the grievance procedure may be bypassed by mutual agreement between the Employer and the Union.

### 23.7 EMPLOYER GRIEVANCE

An Employer grievance shall be defined as a grievance initiated by the Employer. If the Employer alleges a violation of this Collective Agreement or if a difference between the Parties relating to the meaning or application of the Collective Agreement arises, then the Employer may present a grievance in writing to the Business Office of the Association, within five (5) working days of becoming aware of the alleged violation or difference.

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

### 23.8 ASSOCIATION GRIEVANCE

An Association grievance shall be defined as a grievance initiated by the Association. If the Association alleges a violation of this Collective Agreement, or if a difference between the Parties relating to the meaning or application of the Collective Agreement arises, then the Association may present a grievance in writing to the Executive Director, Human Resources, within five (5) working days of becoming aware of the alleged violation or difference.

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

### 23.9 EMPLOYEE GRIEVANCE

An employee grievance shall be defined as a grievance initiated by an employee or employees.

#### FIRST STAGE:

An employee who believes that he/she has been unjustly treated or that he/she has a grievance and alleges a violation of this Collective Agreement shall within five (5) working days of becoming aware of the possible grievance, consult the Association. The grievance shall then be reduced to writing and signed by the employee.

Within ten (10) working days of the employee becoming aware of the possible grievance, the written grievance shall be delivered to the appropriate Dean, Director, Head of Administrative Unit or Management Representative. The Dean, Director, Head of Administrative Unit or Management Representative shall have ten (10) working days from the date of receipt of the grievance in which to render a decision in writing to the employee with a copy to the Association and Human Resources.

#### SECOND STAGE:

If the decision rendered at the First Stage does not resolve the grievance then the employee or the Association shall, within five (5) working days, refer the grievance to the Vice-President (Administration) or his/her designate. The Vice-President (Administration) or his/her designate shall call a meeting within five (5) working days. In any meetings arranged by the Vice-President (Administration) or his/her designate, between representatives of the Association and the Employer, the Association may include a professional or technical advisor. After the final meeting the Vice-President (Administration) or his/her designate shall within five (5) working days submit his/her decision to the Parties concerned.

#### THIRD STAGE:

In the event of failure to reach a settlement, the matter may be referred to arbitration within ten (10) working days in accordance with the provisions as outlined in Clause 23.11.

#### 23.10 ASSOCIATION - HUMAN RESOURCES GRIEVANCE CONTACT

Whenever a grievance is initiated by or through the Association's Business Office, Human Resources shall be sent a copy of that grievance.

Whenever a grievance is referred to its subsequent stage by the Association's Business Office, Human Resources shall be notified of that referral.

Whenever Human Resources becomes aware that a decision has been rendered at any stage of the grievance procedure, then Human Resources shall send a copy of that decision to the Association's Business Office.

#### 23.11 ARBITRATION

When, pursuant to Clauses 23.7, 23.8 or 23.9 of the Collective Agreement, either Party requests that any matter 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. Michael Werier  
Darcy & Deacon  
1200-330 St. Mary Avenue  
Winnipeg, Manitoba R3C 4E1  
(Telephone: 925-5359)
2. Mr. Arne Peltz  
Gange, Goodman & French  
Winnipeg, Manitoba R3C 3T1  
(Telephone: 953-5408)
3. Mr. Gavin Wood  
3-430 River Avenue  
Winnipeg, MB R3L 0L6  
(Telephone: 947-1830)

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

23.11.2 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure mentioned in this Collective Agreement.

23.11.3 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.

23.11.4 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.

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

23.11.6 The decision of the Arbitrator shall be final and binding on the employee, the Association, and the Employer.

## **ARTICLE 24 COLLECTION OF UNION DUES**

- 24.1 The Employer shall deduct from the salary of each employee, as a condition of continued employment, such initiation fees, union dues and other assessments which are established by the Association. These deductions will be mailed to the Treasurer of the Association by the 21st of the following month. Accompanying these deductions will be a list showing the name and social insurance number or employee number of each employee for and on behalf of whom such deductions have been made, and the amount deducted in respect of each such employee.
- 24.2 The Association will save the Employer harmless from any claims that may arise either from any deductions from wages in respect of check-off of monthly assessments or any related action taken at the request of the Association.

## **ARTICLE 25 CLASSIFICATION ADMINISTRATION**

### **25.1 EMPLOYER'S RIGHT TO DETERMINE JOB TO BE PERFORMED/JOB DESCRIPTION**

It is the Employer's right to determine the job that is to be performed. All job descriptions require the approval of the Department Head or Grantee and the Dean, Director, or Head of Administrative Unit prior to evaluation.

- 25.1.1 The Employer will strive to ensure that a job description exists for each regular or project employee's position.
- 25.1.2 Human Resources will make available to the employee, a copy of the description of the employee's assigned job, guidelines and forms for writing job descriptions and will strive to ensure that every job description is clear, complete and up to date.
- 25.1.3 Within twenty (20) working days of a regular or project employee's successful completion of a probation or trial period the employee and the immediate supervisor shall meet to review the appropriateness of the job description for the employee's position.

### **25.2 CLASSIFICATION OF POSITIONS**

A job is assigned a classification based upon the contents of its job description in the following manner:

- (a) The job description is evaluated using the Hay system to derive a point value.
- (b) The most appropriate classification for the job is selected in consideration of both the characteristic duties of the job relative to those in classification



specifications and the number of Hay points assigned to the job relative to the Hay point ranges specified for each classification in Schedule A.

25.2.1 Positions of all employees shall be classified under the existing classification names and Hay point ranges specified in Schedule A or new classification names and Hay point ranges added to Schedule A.

### 25.3 EXISTING CLASSIFICATIONS

The Employer agrees to notify the Association of any changes to the classification specifications of any existing classification outlined in Schedule A and to discuss with the Union any such changes that are significant. Any such change which would also change the Hay point range for a classification will be done by mutual agreement between the Employer and the Association.

### 25.4 NEW CLASSIFICATIONS

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 to the Association and advise the Association of the classification name, Hay point range, and rate of pay for the new classification.
- (b) The Employer shall enter into discussions with the Association regarding the new classification specification, classification name, Hay point range, and rate of pay for the new classification.
- (c) Association-Employer discussions provided for in Clause 25.4(b) shall be conducted expeditiously and during the discussions, the Association and Employer shall attempt to arrive at mutual agreement on matters discussed.
- (d) Association-Employer discussions provided for in Clause 25.4(b) shall take place within a time period not to exceed thirty (30) working days from the date of the letter referred to in Clause 25.4(a), unless the time period is extended by mutual agreement.
- (e) If the Employer and the Association are unable to agree upon the matters identified in Clause 25.4(b), within the time period provided for in Clause 25.4(d), the matter of the rate of pay (only), for the new classification, may be referred to arbitration in accordance with Clause 23.11 of the Collective Agreement.
- (f) Any disagreement between the Employer and the Association on the rate of pay for a new classification shall not preclude the Employer from filling a position(s) within the new classification.

## 25.5 CLASSIFICATION REVIEW

Whenever

- (a) A job description is written for a new position; or
- (b) A significant change is made to a job description; or
- (c) Clause 25.5(b) does not apply but a request for a reclassification has been made and six (6) months have elapsed from any previous request for reclassification of the same position by the same employee;

then an approved job description, completed as per Clause 25.1, together with a Request for Classification Review Form will be processed through the Department Head or Grantee, the Dean, Director or Head of Administrative Unit to Human Resources for review. The employee, supervisor, Department Head, Grantee, Dean, Director or Head of Administrative Unit may initiate a Request for Classification Review. The employee shall be notified in writing of the final results of the review including the classification assigned, the Hay point range for the classification and whether the review has changed the Hay point evaluation.

25.5.1 A Request for Classification Review will not be accepted unless six (6) months have elapsed since any previous request for a classification review of the same position.

25.5.2 Whenever an employee or supervisor wishes to have a job reviewed to have the appropriate classification determined, he/she will first prepare a draft job description. Then either:

- (a) The draft job description together with a completed Request for Classification Review form signed and dated by either the employee or the supervisor, will be sent to Human Resources with a copy to either the employee or the supervisor. When the job description is finalized, the supervisor shall process the Request for Classification Review through the Department Head or Grantee, the Dean, Director or Head of Administrative Unit to Human Resources for review;

- or -

- (b) If the job description has already been agreed upon by the employee and supervisor then both shall sign and date the job description and a Request for Classification Review form and the supervisor shall process the Request for Classification Review through the Department Head or Grantee, the Dean, Director or Head of Administrative Unit to Human Resources for review.

25.5.3 The employee, supervisor, Department Head, Grantee, Dean, Director or Head of Administrative Unit may initiate a Request for Classification Review.

25.5.4 Within three (3) calendar months of the date on the Request for Classification Review form, the employee and supervisor shall receive written notification of the results of the review or the date by which the review results may be expected. The results of the review shall include the classification assigned, the Hay point range for the classification and whether the review has changed the Hay point evaluation.

25.5.5 Human Resources will acknowledge receipt of all Request for Classification Review Forms.

Where the request includes a completed job description, the receipt will provide an expected date for the results of the review.

Where the request includes only a draft or unsigned job description, the receipt will include information to assist the employee and supervisor in completing the job description and the time line for completion.

25.5.6 It is the Employer's intention that the processing of requests for reclassification will be completed as quickly as possible.

The description of the assigned job that is being performed is to be written by the employee and the immediate supervisor and, when completed, is to be signed by them.

If difficulties are encountered in writing the job description, or if the employee and the immediate supervisor have not made arrangements to meet within a reasonable time to discuss a job description proposed by one of them, or if agreement cannot be reached in writing on the description of the assigned job then Human Resources will assist the two persons in writing a job description that accurately describes the assigned job and is mutually acceptable to the employee and the immediate supervisor.

## 25.6 JOINT CLASSIFICATION APPEALS COMMITTEE

A Joint Classification Appeals Committee shall be established and shall consist of two (2) representatives for each of the Association and the Employer, one of whom will be designated Secretary by Human Resources. The representatives are persons that have been trained in the Edward N. Hay system of job evaluation. No person who was directly responsible for the evaluation or classification prior to the submission of the appeal may be appointed as a representative.

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 shall 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.

## 25.7 JOB RECLASSIFICATION AND SALARY ADJUSTMENT

In the event that a job is reclassified as the result of the review and/or appeal process, the resulting salary adjustment date shall be based on the date of the earliest signature on the Request for Classification Review form.

The effective date of the salary adjustment shall be the beginning of a bi-weekly pay period as determined in a manner analogous to that outlined in Clause 26.11.

## 25.8 JOB RECLASSIFICATION AND POSTING

The Employer will notify the Association where a change of duties and responsibilities to a job description results in an increase in classification of more than two classification levels through the classification review or appeal

process. Unless otherwise mutually agreed between the Employer and the Association, the position shall be posted in accordance with Article 6. The original position shall be discontinued, and the incumbent shall be treated in accordance with the applicable provisions of Article 10.

- 25.8.1 Where the classification review or appeal process results in a position changing classification families, the number of classification levels the position has increased will be determined by a comparison of the salary ranges.

## **ARTICLE 26 SALARY ADMINISTRATION**

### **26.1 SALARY REVIEW**

An employee's salary is subject to review when one of the following occurs:

- (a) The employee is appointed to a new position as a result of successfully bidding on a posted vacancy. This process is referred to as an appointment.
- (b) The employee is temporarily assigned to a new position in accordance with Clause 26.3. This process is referred to as a temporary appointment.
- (c) The employee is transferred to a new position in accordance with Article 10 concerning transfers. This process is referred to as a transfer.

### **26.2 APPOINTMENTS**

There are three types of appointments that may occur and normally they can be identified by a comparison of the salary ranges:

(a) **APPOINTMENT TO A LOWER CLASSIFIED POSITION LEVEL:**

Human Resources must be consulted for guidance in considering the experience and qualifications that the employee is bringing to the lower classified position. The employee will be appointed at an appropriate salary step of the lower classified position.

In no case may the employee be appointed at a salary which is:

- (1) Greater than the employee's current salary;
- (2) Outside of the salary range of the classification.

(b) **APPOINTMENT TO THE SAME OR SIMILAR CLASSIFIED POSITION LEVEL:**

The employee's current salary and step will be maintained unless his/her qualifications and experience are not relevant to the position and the

employee requires a significant retraining period, in which case Human Resources must be consulted for guidance in determining an appropriate salary step for the appointment.

In no case may the employee be appointed at a salary which is:

- (1) Greater than the employee's current salary;
- (2) Outside of the salary range of the classification.

Notwithstanding Clause 26.2(b)(1), where the employee is appointed to the same or similar classified position level where the dollar value of the steps of the new position are not the same as the dollar value of the steps of the old position, and where the employee's qualifications and experience are relevant to the new position, the employee will be placed at the step level in the new position with a salary immediately above that of the employee's salary in the old position. However, as per Clause 26.2(b)(2), in no case may the employee be appointed at a salary which is outside of the salary range of the classification.

(c) APPOINTMENT TO A HIGHER CLASSIFIED POSITION LEVEL:

The employee's current salary would increase to the nearest step value in the higher classified position which would result in an increase no less than the value of two (2) steps in the lower classified position.

In no case may the employee be appointed at a salary which:

- (1) Is less than step 1 of the higher classified position;
- (2) Is greater than the maximum step value of the higher classified position;
- (3) Is less favourable than that which would have been granted under Clause 26.8 to a new employee with equal qualifications.

26.2.1 Where an employee moves from a discontinued first position to a second lower classified position to avoid lay-off, as evidenced by the issuance of a notice of discontinuance from the discontinued first position, and subsequently is the successful applicant on a third or subsequent position which is of a higher classified level than the second position but not of a higher classified level than the first position, then:

An appropriate step placement will be determined for the third or subsequent position in consultation with Human Resources and using the appropriate provisions of either Clause 26.2(a), 26.2(b) or 26.2(c) as if the employee had moved directly from the discontinued first position to the third or subsequent position.

## 26.3 TEMPORARY RECLASSIFICATION

Where an employee has been temporarily assigned and does perform all of the duties of a position at a higher classification level in Schedule A for a period of time greater than three (3) continuous working days, a salary adjustment shall be made. Such a salary adjustment shall be for all time worked. The criteria for salary determination for appointments shall be as outlined in Clause 26.2(c).

26.3.1 The above wage adjustment will not apply during periods of normal absences in the case of an employee whose job description specifies that he/she relieve the higher level position during periods of normal absences.

26.3.2 "All of the duties" under this clause means all of the duties that would have been performed by the incumbent during the period in which he/she has been replaced and are those duties and responsibilities that make the position a higher classification.

26.3.3 The employee's Step Increase Review Date (SIRD) shall not change as a result of a temporary reclassification. The employee's step placement in their original position will include any step increase that would have been granted if they were not temporarily reclassified at the time of their SIRD. The employee's step placement in the temporary classification will be reviewed on the employee's SIRD to ensure that the criteria outlined in Clause 26.2(a),(b), or (c) continue to be met. The employee's step placement in the temporary classification will also be reviewed at the time of completing one year (or the equivalent to one year for part-time positions) in the temporary classification to ensure that the employee does not go for more than one year in a temporary classification without a step increase, either at the time of their SIRD according to Clause 26.2 (c) or by a step increase after one year in the temporary classification, whichever is earlier.

## 26.4 INTERNAL SECONDMENT

### 26.4.1 Definitions

An internal secondment shall be defined as the temporary transfer of an employee to a position (referred to hereinafter as the seconded position) in another department for a specified period of time.

Home department shall be defined as the department from which the employee is to be transferred.

Host department shall be defined as the department to which the employee is to be transferred to.

Original position shall be defined as the position from which the employee is to be transferred from and seconded position shall mean the position to which the employee is to be transferred to.

- 26.4.2 Employees may request a secondment to any posted project or posted temporary position and the following conditions shall apply:
- (a) The employee shall apply for the position using the normal application for vacancy procedure.
  - (b) Should the employee be the successful applicant for the vacancy then he/she may request that the appointment be considered as a secondment.
  - (c) If circumstances permit the home department shall grant the secondment.
- 26.4.3 Should the employee be granted the secondment the following shall apply:
- (a) The salary considerations shall be the same as those outlined in Clause 26.2(a), (b), or (c) whichever is applicable in the circumstance.
  - (b) Vacation and sick leave taken during the secondment shall be based on the employee's salary in the seconded position.
  - (c) Group Life Insurance and Long Term Disability benefits will be based on the employee's original position.
  - (d) The employee's Step Increase Review Date (SIRD) shall not change as a result of the secondment. The employee's step placement in their original position will include any step increase that would have been granted if they were not seconded at the time of their SIRD. The employee's step placement in the seconded position will be reviewed on the employee's SIRD to ensure that the criteria outlined in Clause 26.2(a),(b), or (c) continue to be met.
  - (e) The employee will be required to successfully complete a trial period of 420 working hours in the seconded position.
  - (f) The employee shall be returned to his/her original position either at the conclusion of the secondment or if the employee is unsuccessful in the trial period.
  - (g) The employee shall be returned to his/her original position at the same classification and step as if the employee had never left the original position.
  - (h) It is recognized that the nature of the seconded position may require some limits on vacation granted during the period of secondment. Prior to the start of the secondment period arrangements for vacation will be made between the employee, Host department, and Home department.



## 26.5 TRANSFERS

The salary considerations for a transfer are the same as for an appointment as outlined in Clause 26.2.

## 26.6 RECLASSIFICATIONS

The salary considerations for a reclassification are the same as for an appointment as outlined in Clause 26.2 except as provided in Clause 26.6.1; however, the action initiating a salary change would result from the procedure outlined in Article 25.

26.6.1 If a position is reclassified to a lower classified position level as a result of the elimination of duties from an employee's job then that employee shall be paid a salary no less than the highest step in the new salary range provided that, that salary is no greater than his/her salary prior to reclassification.

## 26.7 RECLASSIFICATION PURSUANT TO TRANSITION FROM THREE FACTOR TO FOUR FACTOR HAY POINT EVALUATION SYSTEM

Notwithstanding Clause 26.6.1, if as a result of establishing the Four Factor Hay Point Ranges, a position(s) is evaluated under the Four Factor Hay Point Evaluation System and is found to be outside of the Hay point range of its present classification, then that position(s) shall be reclassified accordingly. If such is the case (reclassification) then the following shall apply:

- (a) If the position is evaluated and found to be at a higher classification level, then the position shall be reclassified accordingly (upward) and the appropriate salary adjustment as per Clause 26.5 of the Collective Agreement shall be effected;
- (b) If the position is evaluated and found to be at a lower classification level, then that position shall be reclassified accordingly (downward), however the incumbent employee occupying said position shall retain his/her current salary (with normal increases applicable) while he/she remains in the position. If the position becomes vacant and the Employer fills the position, the normal salary range for the classification shall apply.

Clause 26.7 is intended to apply only to positions in which Hay point evaluations change as a result of the transition from the Three to the Four Factor Hay Point Evaluation System and not to positions where duties are either added or deleted. Where duties are either added to or deleted from any given position the normal provisions of Article 25 of the Collective Agreement shall apply.

## 26.8 NEW HIRES

A new hire is the successful applicant hired to a position who is not at the time of hire employed by the University of Manitoba. A new hire's salary shall

normally be that of step 1 of the salary schedule for the classification for which he/she has been hired; however, a placement 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 up to a maximum of step 10. Human Resources must be consulted in all cases. Where steps 2 through 10 are used, a memo giving reasons for this decision will be placed in the employee's file and the Union will be informed of the decision. Where there is a question concerning the placement of an employee in step 2 through 10, a named representative of the Association will, upon request to Human Resources, be informed of the reasons on file.

## 26.9 STEP INCREASES AND REVIEW DATES

An employee's "Step Increase Review Date" is the date on which an employee shall be eligible for a review of his/her salary step within the salary range for his/her position classification.

- (a) As of the date of ratification (April 15, 2008) of the UM-AESES 2007 - 2011 Collective Agreement, an employee's Step Increase Review Date shall be the date which had been designated as the employee's Step Increase Review Date prior to the date of ratification, except as provided for in Clause 26.9(c).
- (b) A new employee's Step Increase Review Date shall be the calendar date following one (1) year from the date of original appointment to a posted position, except as provided for in Clause 26.9(c).
- (c) An employee's Step Increase Review Date in any calendar year will change:
  - (1) When an employee is working less than the full-time hours of work, as defined in Article 11, such as part-time employees, employees on a Reduced Appointment as provided for in Clause 19.4, and employees who take a leave of absence without pay, the Step Increase Review Date will change to the calendar date following the completion of the equivalent of one (1) year full-time service or six (6) months (for those classifications which have six (6) month steps) full-time service as defined in Clause 8.1.1 (a), (b), (c), or (d) as applicable.
  - (2) When an employee has been appointed or reclassified to a classification at a step placement where eligibility for the next higher step is six (6) months, in which case the employee's Step Increase Review Date will change when the employee has completed the six (6) months (or its equivalent if less than full-time) eligibility in the position.

- (d) An employee's Step Increase Review Date will not change as a result of a Maternity Leave as described in Clause 18.6. An employee's Step Increase Review Date will change (as described in Clause 26.9(c)(1) above) as a result of a Parental Leave as described in Clause 18.7 and 18.7.5(g).
- (e) Where an employee's Step Increase Review Date falls within the Trial Period as described in Clause 6.5, the decision to grant or withhold the step will be postponed to the end of the Trial Period. This will not change the Step Increase Review Date nor the effective date of the Step Increase.
- (f) Where an employee's Step Increase Review Date falls during a period when the employee is on sick leave, the decision to grant or withhold a step may be postponed until the employee's return to work. This will not change the Step Increase Review Date nor the effective date of the Step Increase. If the employee does not return to work but goes directly on to Long Term Disability, then the decision to grant or withhold the step shall be made on the last day of the employee's sick leave. This will not change the Step Increase Review Date nor the effective date of the Step Increase.

26.9.1 Subject to the provisions of Clauses 26.9(f) and 26.10, an increase of one (1) step will be granted on an employee's Step Increase Review Date, except that where there is reasonable doubt that an employee's performance meets acceptable standards for his/her position, the Employer may withhold the employee's step increase. The employee will be given a letter before the Step Increase Review Date outlining the reasons for withholding the increase and stating areas of improvement required. The letter shall also set a date when the matter will be reviewed which shall not be less than two (2) pay periods or more than six (6) pay periods after the Step Increase Review Date. Should the review show acceptable improvement, the Employer will then implement a step increase effective from the date the matter is reviewed. Failure to improve may result in an extension of the withhold period. The withholding of a step in any calendar year does not change the employee's Step Increase Review Date in the next calendar year. The use of this article does not preclude the use of any required disciplinary action as outlined in Article 9.

26.9.2 The aforementioned step increases may not increase an employee's salary beyond the maximum step value of the employee's position classification.

26.10 Employees shall be paid bi-weekly in accordance with the rates described in Schedule A by way of direct payroll deposit to the financial institution of the employee's choice. A bi-weekly pay period shall consist of fourteen (14) days beginning 0.01 hours Saturday to 24.00 hours Friday.

26.11 Where, in accordance with this article, a step increase is to be implemented, the effective date of the increase shall be the first day of the bi-weekly pay period if the Step Increase Review Date falls in the first seven (7) calendar

days of the bi-weekly pay period. If the Step Increase Review Date falls in the last seven (7) calendar days of the bi-weekly pay period, the effective date of the increase shall be the first day of the bi-weekly pay period next following.

## **ARTICLE 27 COLLECTIVE AGREEMENT PRINTING AND DISTRIBUTION**

- 27.1 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 management personnel and the Association will supply a copy of the Collective Agreement to each dues paying employee within its jurisdiction.
- 27.2 To achieve economies in printing it is agreed that the Employer and the Association will co-operate in the preparing and the printing of the Collective Agreement in booklet form and printing costs will be shared on a pro rata basis dependent on the number of Collective Agreements required by each.
- 27.3 At the time of hire the Association will provide the new employees with a copy of the current Collective Agreement. Enclosed in each copy of the Collective Agreement will be a letter to the employee from the Association.

## **ARTICLE 28 LETTERS OF UNDERSTANDING**

- 28.1 Letters of Understanding between the Parties, if identified therein as such, shall be deemed to be part of the Collective Agreement.
- 28.2 Where Letters of Understanding are agreed to by the Parties hereto during the term of this Collective Agreement, they shall be signed for the Employer by the Vice-President (Administration) or his/her designate and for the Association by the Contract Administrator of the Association and Business Agent of the Association.

## **ARTICLE 29 LABOUR MANAGEMENT RELATIONS COMMITTEE**

### **29.1 COMMITTEE**

The Union and the Employer acknowledge the mutual benefit to be derived from joint consultation and therefore agree to the establishment of a Labour/Management Relations Committee consisting of three (3) representatives from each Party.

## 29.2 PURPOSE

The purpose of the Committee shall be to provide a means by which to facilitate and promote co-operation, understanding, confidence and harmonious relations between labour and management.

## 29.3 MANDATE

The Committee shall be entitled to discuss any matter which is mutually agreed by the Parties to be of mutual benefit or concern but shall not have the power to add to or modify the Collective Agreement.

## 29.4 MEETINGS

The Committee shall meet as often as is mutually determined by the Parties. A representative of each Party shall be designated by each Party as Joint Chairperson of the Committee and the two (2) persons shall alternate in chairing the meetings of the Committee.

# **ARTICLE 30 PERFORMANCE REVIEW**

## 30.1 PERFORMANCE REVIEW ENCOURAGED

Annual Performance Review is encouraged for all regular full-time and part-time employees employed in continuing or sessional positions as defined in Clause 2.6 of the Collective Agreement.

## 30.2 PURPOSE OF PERFORMANCE REVIEW

The purpose of employee performance review by the Employer is two-fold:

- (1) To assess the employee's performance and to thereby assist the employee in developing and improving her/his skills; and
- (2) To insure acceptable employee performance.

## 30.3 REVIEW/EMPLOYEE COMMENTS

Where a formal employee performance review is conducted, the employee concerned shall be given an opportunity to review and sign the performance review form upon its completion to indicate that its contents have been read.

An employee shall have the right to place his/her own comments on the review form where such space is provided or to append their comments to the form where no space is provided.

Following a performance review, the employee shall be provided with a copy of the completed performance review form.

#### 30.4 PERFORMANCE REVIEW FORMS

Performance review forms (which may be used in whole or in part at the discretion of the Employer) are available through Human Resources.

#### 30.5 UNSATISFACTORY PERFORMANCE

Where the Employer determines an employee's performance to be unsatisfactory, the ways and means for improvement and remedial action shall be identified by the Employer.

### **ARTICLE 31 EMPLOYMENT FILE**

An employment file consisting of items relating to employment shall be established and maintained for each employee covered by the Collective Agreement.

#### 31.1 EMPLOYMENT FILE - DEFINED

Employment file shall mean the employee's official employment file established and maintained by Human Resources.

#### 31.2 EMPLOYEE ADDRESS/PHONE

It is the responsibility of the employee to keep Human Resources informed of her/his current address and telephone number.

#### 31.3 EMPLOYMENT FILE - EMPLOYEE ACCESS TO

Upon written request to Human Resources an employee and, if the employee so desires, a designated representative of the Union, shall have the right to inspect and copy the contents of her/his employment file except for confidential letters of reference.

#### 31.4 EMPLOYMENT FILE - EMPLOYEE MAY ADD TO

If the employee so wishes, she/he may add any documents to her/his employment file.

#### 31.5 OTHER FILES - EMPLOYEE ACCESS TO

Upon written request to Human Resources, an employee shall have the right to inspect and copy the contents of any file, held by the employee's supervisor, Department Head, Dean, or Director, which contains personal information regarding the employee, except for confidential letters of reference and material which contains personal information about any other person.

## **ARTICLE 32 EMPLOYEE ASSISTANCE PROGRAM**

### **32.1 UM EAP COVERAGE**

The University of Manitoba Employee Assistance Program (UM EAP) shall cover all employees covered by the Collective Agreement.

### **32.2 UM EAP ADVISORY COMMITTEE**

The Staff Benefits Committee shall act as the advisory committee in the following manner:

- a) Define and recommend policy and procedures relating to the UM EAP,
- b) Assist in the development and implementation of the Program
- c) Review the program's effectiveness on a regular basis and, when necessary recommend modification.
- d) Maintain confidentiality at all times.

## **ARTICLE 33 EMPLOYMENT EQUITY**

33.1 The University of Manitoba and AESES hereby acknowledge, recognize and endorse the principle of employment equity and therefore agree to:

- (a) Cooperate in the identification and removal of artificial barriers in the selection, hiring, training and promotion of designated groups, ie. women, aboriginal peoples, persons with disabilities and visible minorities, and;
- (b) Cooperate in the identification and implementation of steps to improve the employment status of these designated groups by increasing their participation in all levels of employment in the AESES bargaining unit.

### **33.2 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 34 DURATION, TERMINATION AND RENEWAL OF COLLECTIVE AGREEMENT**

### **34.1 DURATION**

This Collective Agreement shall be in effect from the 9th day of April 2011, and shall continue in force until the 4th day of April 2015.

#### 34.2 TERMINATION DATE

This Collective Agreement shall terminate at the end of the calendar day on the 4th day of April 2015.

#### 34.3 RENEWAL

If either Party to this Collective Agreement should desire to renew or 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 34.2, such Party shall give written notice thereof to the other Party, together with particulars relating thereto.

#### 34.4 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 34.3 but a new Collective Agreement is not concluded between the Parties by the termination date of this Collective Agreement, 4th day of April, 2015, 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 5th day of April 2015 and ending April 4, 2016 elapses.

#### 34.5 AMENDMENT DURING TERM

If, during the term of this Collective Agreement, the Parties hereto shall mutually agree on a change, amendment or alteration of any of the provisions of this Collective Agreement, or if the Parties shall mutually agree on any additional conditions of employment, then the same may be added to this Collective Agreement in the form of a supplement hereto, and shall henceforth become part of this Collective Agreement.



ADDENDUM TO THE  
April 9, 2011 - April 4, 2015  
(2011-2015) COLLECTIVE AGREEMENT

BETWEEN:

THE UNIVERSITY OF MANITOBA (UM)

- and -

THE ASSOCIATION OF EMPLOYEES  
SUPPORTING EDUCATION SERVICES (AESES)

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1. RETROACTIVITY

In lieu of any other retroactive effect of the 2011-2015 Collective Agreement, not otherwise provided for, the Employer shall grant settlement pay to each employee who was in the employ of the Employer (either actively working or on paid leave) as of April 3, 2012.

Additionally, the Employer shall grant settlement pay to retirees retired on or after April 9, 2011 in the form of a lump sum payment equivalent to the value of all applicable salary adjustments to the date of retirement from April 9, 2011.

Said settlement pay shall be calculated on the basis of the difference in the salaries in Schedule A for the period ending April 8, 2011 and the salaries in Schedule A in effect for the period beginning April 9, 2011.

The Employer shall forward all settlement pay owing to either the last authorized payroll deposit account of each employee or the last known mailing address of each employee.

All unclaimed settlement pay shall be held in abeyance for a period of sixty (60) calendar days from the initial date the payment was forwarded to each employee, during which period the employee may claim payment from the Payroll Office either in writing or upon proof of personal identity.

2. ACROSS THE BOARD SCHEDULE A INCREASE 2013/14

Effective April 6, 2013, all Schedule A classification salaries will be increased by 2.9% over and above the salaries in effect for the period ending April 5, 2013.

3. ACROSS THE BOARD SCHEDULE A INCREASE 2014/15

Effective April 5, 2014, all Schedule A classification salaries will be increased by 2.9% over and above the salaries in effect for the period ending April 4, 2014.

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: CLOTHING ALLOWANCE

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The University agrees to make a lump sum payment in the amount of one-hundred and seventy-five dollars (\$175.00) to the following employees. Effective April 1, 2013 the amount is increased to one-hundred and ninety dollars (\$190.00):

**Classification**

**Position Number**

**Animal Science**

Agriculture Attendant	06762
Animal Technician	08523
Agriculture Attendant (Glenlea)	FQ593
Agriculture Attendant (Glenlea)	GD148
Agriculture Attendant (Glenlea)	AK977
Agriculture Attendant (Glenlea)	BL057
Agriculture Attendant (Glenlea)	BW628
Agriculture Attendant (Glenlea)	AL803
Agriculture Attendant (Glenlea)	CC478
Technician(Glenlea)	11365
Agriculture Attendant (Poultry)	BQ824

**Plant Science**

*Technician	BZ227
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**Soil Science**

*Technician	BC856
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\*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**

Technician	BZ289
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## **Biological Sciences**

Technician	AE387
Animal Technician	CC529
Animal Technician	10687
Animal Technician	FD413
Animal Attendant	12509

## **Veterinarian Services**

Animal Technician	09517
Animal Technician	09499

## **Psychology**

Animal Technician	09447
Animal Technician	13076

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 has been worked.

It is understood by both Parties that the above payments are for the purpose of reimbursing employees for 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.

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: CLOTHING ALLOWANCE - CENTRAL ANIMAL CARE

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WHEREAS there is in effect a Collective Agreement between the University of Manitoba and AESES for the period April 9, 2011 to April 4, 2015;

AND WHEREAS the Central Animal Care Facility provides an allowance for footwear to all technical staff (Animal Attendants, Animal Technicians, and Technicians) employed in Central Animal Care;

THEREFORE the parties hereby agree as follows:

**TERMS OF AGREEMENT**

1. Annually, for the period from April 1 to March 31, full-time continuing employees will be reimbursed up to \$80.00, effective April 1, 2013 the amount is increased to \$90.00, upon presentation of receipts for the purchase of footwear.
2. Employees working in more than one location may be required to purchase and wear separate footwear for each location. In this case, full-time continuing employees will be reimbursed up to \$80.00, effective April 1, 2013 the amount is increased to \$90.00, per location upon presentation of receipts for the purchase of footwear for each location.
3. An allowance for new full-time continuing employees will be provided on a pro rata basis for the remainder of the first year (April 1 to March 31).
4. Part-time or casual employees in Central Animal Care will be reimbursed up to \$40.00, effective April 1, 2013 the amount is increased to \$45.00, annually upon presentation of receipts for the purchase of footwear.
5. It is understood by both parties that the above payments are for the purpose of reimbursing employees for the purchase of footwear to be worn in the workplace.

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: CLOTHING ALLOWANCE - FACULTY OF DENTISTRY, DENTISTRY CLINIC  
AND GRADUATE ORTHODONTIC CLINIC

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WHEREAS there is in effect a Collective Agreement between the University of Manitoba and AESES for the period April 9, 2011 to April 4, 2015;

AND WHEREAS the Faculty of Dentistry provides an allowance for clothing to all Dental Assistants employed in the Dentistry Clinic and the Graduate Orthodontic Clinic;

THEREFORE the parties hereby agree as follows:

**TERMS OF AGREEMENT**

1. For the period from January 1 to June 30 of any given year, full-time continuing employees will be reimbursed up to \$75.00, effective April 1, 2013 the amount is increased to \$85.00, upon presentation of receipts for the purchase of clothing.
2. For the period of July 1 to December 31 of any given year, full-time continuing employees will be reimbursed up to \$75.00, effective April 1, 2013 the amount is increased to \$85.00, upon presentation of receipts for the purchase of clothing.
3. Employees who have not been reimbursed to the \$75.00, effective April 1, 2013 the amount is increased to \$85.00, maximum during any six month period may have up to \$25.00 carried over from one six month period to the next, but not beyond the next six month period.
4. For the period from January 1 to June 30 of any given year, part-time and sessional employees will be reimbursed on the basis of 8¢ per hour worked during the previous July 1 to December 31, up to a maximum of \$75.00, effective April 1, 2013 the amount is increased to \$85.00, upon presentation of receipts for the purchase of clothing.
5. For the period from July 1 to December 31 of any given year, part-time and sessional employees will be reimbursed on the basis of 8¢ per hour worked during the previous January 1 to June 30, up to a maximum of \$75.00, effective

April 1, 2013 the amount is increased to \$85.00, upon presentation of receipts for the purchase of clothing.

6. An allowance for new full-time continuing employees will be provided on a pro rata basis for the remainder of the first employment period i.e. January 1 to June 30 or July 1 to December 31.
7. It is understood by both Parties that the above payments are for the purpose of reimbursing employees for the purchase of clothing to be worn in the workplace. It is further understood that it is the employee's obligation to provide his/her own work clothing.

LETTER OF UNDERSTANDING

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: REVIEW OF VARIABLE HOUR (0 - 35) POSITIONS

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This Letter of Understanding was entered into between the UM and AESES during collective bargaining for the 2011 - 2015 UM-AESES Collective Agreement.

The UM hereby agrees that 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 Letter of Understanding is intended to remove or alter any grievance rights available to the parties under the collective agreement.

LETTER OF UNDERSTANDING

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: REVIEW OF WORKLOADS AND WORKLOAD MANAGEABILITY

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This Letter of Understanding was entered into between the UM and AESES during collective bargaining for the 2007 - 2011 UM-AESES Collective Agreement.

During bargaining, AESES raised the issue of recognizing and dealing with perceptions of excessive workload in some areas of the University.

It is acknowledged that, in some areas of the University, the manageability of excessive workload may be of concern to an employee or group of employees, AESES and the Employer.

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).

By mutual agreement, the Union and the Employer may include employee representative(s) in these discussions

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



LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: RECALL OF SESSIONAL STUDENT-EMPLOYEES - LIBRARIES AND  
COMMUNICATION SYSTEMS

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The Parties to the Collective Agreement hereby agree that sessional positions in the Libraries and Information Services and Technology Units, which are filled by student-employees, are exempted from the provisions of recall as outlined in Clause 10.21.2 of the Collective Agreement.

All student-employees filling sessional positions will remain in said positions from year to year. All student employees filling said positions shall be notified in writing at the time of their layoff that if they wish to return to a sessional position after the period of temporary or seasonal layoff to confirm in writing the return to work or submit an employment application by the dates specified.

The Libraries and Information Services and Technology Units agree to rehire their respective previous student-employees who have submitted letters or application forms, for available sessional positions, prior to engaging any new employees for the said positions.

Sessional student-employees failing to submit a letter or an employment application prior to the deadline date specified in the layoff notice letter shall have terminated their employment.

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: ASSISTANT MANAGERS - TRADES - CLASSIFICATIONS AND WAGES

This Letter of Understanding replaces the Letter of Understanding in the current (2011-15) AESES-UM Collective Agreement.

The current (as at April 5, 2013) job titles of the positions covered by this Letter of Understanding are:

1. Assistant Manager - Grounds & General Services - position #16505
2. Assistant Manager - Architectural Shop - position #FA826
3. Assistant Manager - Electrical - position #BF506
4. Assistant Manager - Controls - position #AJ469
5. Assistant Manager - Trades Services Bannatyne - position #CX203
6. Assistant Manager - Plumbing Shop - position #BL627
7. Assistant Manager - Powerhouse - position #LW325

The UM and AESES agree to maintain a wage formula/salary effective April 6, 2013, for the Assistant Managers - Trades and the Assistant Manager - Powerhouse as follows:

Asst. Mgr - Trades	Step 1	\$31.28	\$2,424.20	\$63,029.20
	Step 2	\$33.78	\$2,617.95	\$68,066.70
	Step 3	\$36.15	\$2,801.63	\$72,842.25
	Step 4	\$37.95	\$2,941.13	\$76,469.25
	Step 5	\$39.47	\$3,058.93	\$79,532.05
Asst. Mgr - Powerhouse	Step 1	\$38.78	\$3,005.45	\$78,141.70
	Step 2	\$40.33	\$3,125.58	\$81,264.95
	Step 3	\$41.74	\$3,234.85	\$84,106.10
	Step 4	\$42.79	\$3,316.23	\$86,221.85
	Step 5	\$43.63	\$3,381.33	\$87,914.45

1. The Step Increase Review Date (SIRD) for each of the above current incumbents shall be set at April 6.
2. The above classifications shall receive the same general wage increases as are applied to Schedule A commencing April 5, 2014.

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: WORK EXPERIENCE PROGRAMS

The University of Manitoba and the Association of Employees Supporting Education Services hereby acknowledge a social responsibility to provide Work Experience to the disadvantaged, disabled, and to students. In the case of the disabled, it is the intent that the Work Experience Program should be directed to the integration of those people into society as productive and independent participants.

1. APPLICATION:

- a) This Letter of Understanding applies to the persons described in Section 2, "Definitions", herein, who are placed with the University in areas closely related to the AESES certification and who are not otherwise excluded from the bargaining unit as per the applicable Clauses of Article 2 of the Collective Agreement.
- b) Persons covered by this Letter of Understanding are regarded as members of the bargaining unit and covered by the following Articles of the Collective Agreement where applicable:
  - Article 3 Recognition
  - Article 11 Hours of Work
  - Article 12 Overtime, Meal Allowance, Standby Pay, Shift Premium and Northern Allowance
  - Article 21 Safety and Health
  - Article 23 Grievance and Arbitration Procedure - applicable to the Articles stated above (i.e. Articles 3, 11, 12 & 21)

2. DEFINITIONS:

- a) The person is "disadvantaged" in that he/she belongs to a target group described by Canada Employment and Immigration. Currently those target groups are women, native people and disabled people.

- b) The person is "disabled" if he/she has:

Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and without limiting the generality of the foregoing, including diabetes mellitus, epilepsy, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or on a wheelchair or other remedial appliance or device, or

a condition of mental retardation or impairment, or

a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language, or

a mental disorder.

- c) The person is a "student" if he/she is enrolled in a high school, University or Community College in a full-time program of study for a career. The work experience must be related to the field of study.
- d) The person who is placed in a Work Experience Program must be sponsored by an agency other than the University of Manitoba.

3. TERMS AND CONDITIONS:

The Work Experience Program should meet the following criteria:

- a) The environment should provide the average daily work pressure plus the social expectations of workplace decorum and communication
- b) The work environment should provide supervision of the trainee while performing assigned tasks
- c) The work assignment should be competitive to regular employment expectations
- d) The program shall not result in, nor contribute to, the lay-off of any other employee who is within the AESES bargaining unit.

4. CONSULTATION:

- a) The University before engaging in a Work Experience Program for People covered by this Letter of Understanding will advise the Association in writing of the Program and the particulars relating thereto, i.e. name of program, name of sponsoring agency, name of participant, length of

program, a brief description of the type of work to be performed, and department affected, etc.

- b) When the conditions provided for in Section 3, "Terms and Conditions", herein are not met, discussion must take place between the Parties and agreement arrived at before a person can be placed in the Work Experience Program.

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: SUBSIDIZED RENTAL OF UNIVERSITY HOUSING

---

The Employer shall continue to provide subsidized rental of University housing under the Employee/Tenant - Employer/Landlord arrangements currently in effect at the University of Manitoba. Where applicable, subsidized housing shall be provided to those employees who are required to make periodic inspections and/or to provide services to animals and/or property, and where the inspection and/or provision of the aforementioned services are based upon the judgement of the employee(s) rather than upon a fixed schedule.

The subsidized housing shall be in full consideration of the aforementioned services rendered by the employee(s).

When an employee who resides in University housing judges that an inspection should be carried out during assigned days off and the employee is not going to be available, the supervisor of the position shall be advised of this fact. The supervisor may assign the task of inspection to another employee residing in University housing at the same location.

The level of subsidization shall be determined by the University in consultation with the employee(s) involved.

Employees residing in University housing who do not provide the above-mentioned services may be considered not to be entitled to subsidized housing.

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: FUNDING FOR RETRAINING IN ACCORDANCE WITH CLAUSES 10.5 AND  
10.15 OF THE COLLECTIVE AGREEMENT

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WHEREAS Clause 10.5 of the Collective Agreement provide for the transfer of a designated employee into a position and a subsequent retraining period;

AND WHEREAS Clause 10.15 of the Collective Agreement provides for the application by and appointment of a laid off employee into a position and a subsequent retraining period;

AND WHEREAS Clauses 10.5 and 10.15 provide for consultation between Human Resources and the hiring Department in order to determine the retraining requirements to be provided to the designated or laid off employee;

NOW THEREFORE, the Parties hereby agree to the following:

1. Commencing April 1, 1993 The University of Manitoba will establish a Retraining Fund for the purpose of facilitating the retraining provisions set forth in Clauses 10.5 and 10.15 of the Collective Agreement.
2. The Retraining Fund will provide a maximum of \$2,000 per employee who is transferred into a position in the Department in accordance with Clause 10.5 of the Collective Agreement or a maximum of \$2,000 per employee who is appointed to a position in the Department in accordance with Clause 10.5 of the Collective Agreement.
3. The Retraining Fund shall be administered in the following fashion:
  - (a) Subsequent to consulting with Human Resources in order to determine the retraining requirements to be provided to the designated or laid off employee, the hiring Department may apply for retraining funds (to a maximum of \$2,000) to the Vice-President (Administration) or designate.

- (b) The hiring Department's application should outline:
  - i) The retraining requirements to be provided to the designated or laid off employee;
  - ii) The amount of retraining funds required (to a maximum of \$2,000); and;
  - iii) The intended use of retraining funds as they pertain to the retraining requirements.
- (c) Acceptable uses of retraining funds include, but are not limited to, funding for courses, seminars, books, etc., funding for training equipment and/or funding to address the matter of lost productivity where specific on-the-job training requirements are identified.
- (d) The Vice-President (Administration) or designate shall advise the hiring Department of the approval/denial/ revision of the retraining fund application within ten (10) working days of receipt of said application.



LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: PROCEDURES FOR TEMPORARY AND CASUAL EMPLOYMENT OF FOOD  
SERVICE SUPERVISORS

---

This letter of understanding was entered into between the University of Manitoba (UM) and the Association of Employees Supporting Education Services (AESES) during collective bargaining in 1998/99 for the 1998-2001 UM-AESES Collective Agreement.

1. An employee who is employed or who has been employed as a Supervisor in Food Service may wish to obtain temporary or casual employment as a Supervisor in Food Service and may be eligible for such employment, in the following circumstances:
  - (a) In circumstances of Temporary lay-off as set out in Clause 10.20 of the Collective Agreement; or
  - (b) In circumstances of lay-off following Position Discontinuance as set out in Clause 10.11 the Collective Agreement; or
  - (c) In circumstances where the employee wishes to obtain hours of work over and above his/her regularly scheduled hours of work.
  
2. An employee wishing to be eligible for temporary or casual employment as a supervisor in Food Service must so apply in writing to the Director, Food Service, or his/her designate. Such written application must indicate what restrictions there are, if any, on being scheduled for work (i.e. what days, dates etc. does the person not want to be scheduled).

An employee cannot be considered for such temporary or casual employment until he/she has so applied and nor can he/she be considered for temporary or casual employment that has already been assigned to a prior applicant.
  
3. An employee who has applied to the Director, Food Service, in accordance with #2 above and thus is eligible for casual employment in Food Service, will be deemed available for such casual employment when:

- (a) the employee is currently laid off from employment with the Employer, but is still in his/her retention of seniority period (see Clause 8.3);

- or -

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

- and -

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

- and -

- (d) the combination of the employee's regular work hours and the available casual work hours would not result in the employee working overtime.

4. Work will be scheduled one (1) week in advance. Employees who have submitted their availability (in writing) to the Food Services Director will be placed on the work schedule according to their qualifications and seniority. Confirmation of any work schedule will be the sole responsibility of the employee. Employees will confirm their schedule of work with the Food Services Central Scheduler or his/her delegate by 10:00 A.M. of the Tuesday prior to the week being scheduled. If the employee fails to contact the Central Scheduler by this deadline, the work will be assigned to the next qualified available senior employee.
5. Where there are two (2) or more employees who are relatively equal in their ability to perform the work, then the work shall be assigned first on the basis of experience as a Food Service Supervisor, and secondly on the basis of seniority, as defined in Clause 8.1 of the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: UM-AESES GENERAL STATEMENT OF PRINCIPLES, RIGHTS AND  
RESPONSIBILITIES OF THE PARTIES

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This Letter of Understanding was entered into between the University of Manitoba (UM) and the Association of Employees Supporting Education Services (AESES) during the collective bargaining in 1998/99 for the 1998-2001 UM-AESES Collective Agreement.

In 1998/99 UM-AESES collective bargaining, the Parties discussed a number of issues of mutual concern, such as the respective rights and responsibilities of the Employer, Employees and Union, fairness, consistency and productivity in the workplace, fear of retaliation and abuse of privileges.

Accordingly, the purpose of this Statement is to set out some basic understandings between the University and AESES with respect to their relationship as Employer, Employees, and Union.

1. **Our Workplace** - Our workplace is the University of Manitoba and it is understood that the Employer, Employees and Union have a responsibility to contribute to the successful operation of the University.
2. **Collective Agreement** - It is understood that the Employees in the AESES bargaining unit are covered by Collective Agreement and that such contract confers certain rights and responsibilities on the Employer, Employees, and the Union:

**Employer** - The Employer has an obligation to provide the terms and conditions as set out in the Collective Agreement including a fair, equitable and safe workplace; and

**Employees/Union** - Employees have an obligation to carry out their jobs in a competent and productive manner and such is recognized by the Union.

3. **Intent** - It is understood that it is the mutual intent of Employer, Employees, and the Union to carry out their respective responsibilities and obligations reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

4. **Rights Respected** - It is understood that the Employer, Employees, and the Union have rights under the Collective Agreement, that these rights should be respected and that there should be no retaliation against anyone for the legitimate exercise of their rights.
5. **Staff Development/Training** - The University recognizes that staff development and training play an important role in achieving the University's mission, and accordingly, the University promotes an environment conducive to employees developing their job related skills, knowledge, abilities and career potential.

It is also understood that Employees have a responsibility with respect to their career development, and in that context, investment in oneself, initiative and self-training are valued and recognized qualities.

6. **Selection for Vacancy** - It is understood by the University that Employees want to progress in their careers at the University and to have a fair selection for vacancy process.

It is also understood that Employees have a self-interest in making themselves aware of the selection for vacancy process and requirements, and in participating in the process accordingly.

7. **Use of Proper Procedures** - The Collective Agreement sets out specific provisions for specific purposes, and the Employer does not condone actions such as the use of assignment of work or shifts, position discontinuance, or lay off, as an alternative means by which to discipline or dismiss an employee for poor work performance.

In the case of unsatisfactory work performance, the discipline or dismissal provisions in the Collective Agreement should be followed.

8. **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 and any abuse of Sick Leave may be subject to disciplinary action.

LETTER OF UNDERSTANDING

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- and -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: INFORMATION TO MANAGERS REGARDING TIME-OFF REQUESTS

AESES raised concerns regarding information required by supervisors when an employee requests a short term absence from work (i.e. between a half-day and two days) using banked time, overtime, leave of absence without pay or vacation.

In order to ensure that there is a fair and consistent approach to dealing with requests for time off for personal reasons the parties agree that, while it is understood that scheduling issues might require a supervisor to prioritize vacation requests, if an employee asks for time off for personal reasons, normally a supervisor does not require and should not be asking for more details of the reasons for the absence unless the timing of the absence would seriously disrupt normal operations.

LETTER OF UNDERSTANDING

- BETWEEN -

THE UNIVERSITY OF MANITOBA

- AND -

THE ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES

RE: SCHEDULING OF PART-TIME EMPLOYEES

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This Letter of Understanding was entered into between the UM and AESES during collective bargaining for the 2007 - 2011 UM-AESES Collective Agreement.

During bargaining, AESES raised the issue of guidelines for the allocation of part-time hours in areas that utilize part-time employees. Both AESES and the UM recognize that there are varying criteria involved that may include availability, training, skills, limited time frames, etc. Criteria may vary from area to area and from day to day.

The Parties agree that, when requested by AESES, University representatives from Human Resources and from an area will meet with AESES representatives to review the procedures used by that area to schedule their part-time staff.

## SCHEDULE "A" BIWEEKLY AND ANNUAL RATES

1. The "Biweekly" figures on Schedule "A" are the hourly rates of pay multiplied by:
  - (a) 70 for 35 hours per week positions
  - (b) 75 for 37.5 hours per week positions
  - (c) 77.5 for 38.75 hours per week positions
  - (d) 80 for 40 hours per week positions
  
2. The "Annual" figures on the Schedules is the biweekly rate multiplied by 26 pay periods.

Salary Schedules

Pages 112 - 197



SIGNING PAGE

2011-2015 AESES COLLECTIVE AGREEMENT

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed:

FOR THE UNIVERSITY OF MANITOBA

on the 19th day of March, 2013.

"Janice Lederman"  
JANICE LEDERMAN,  
Chair, Board of Governors

"Paul Kochan"  
PAUL KOCHAN,  
Vice-President (Administration)

FOR THE ASSOCIATION OF EMPLOYEES SUPPORTING EDUCATION SERVICES

on the 6<sup>th</sup> day of December, 2012.

"T. Moyle"  
T. MOYLE, Chairperson

"G. Mackisey"  
G. MACKISEY

"M. Beghin"  
M. BEGHIN

"G. Strom"  
G. STROM

"H. Brownlee"  
H. BROWNLEE

"J. Urkevich"  
J. URKEVICH, Business Agent

"N. Drozd"  
N. DROZD

"L. Hilton"  
L. HILTON, Member Services Officer

"A. Foster"  
A. FOSTER

## FOR INFORMATION ONLY

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

The AESES Business Office is located at Room 103- 900 Harrow Street East. Information on the AESES Union and union activities can also be found on the Web at: [www.aeses.ca](http://www.aeses.ca)

Human Resources for the University of Manitoba has five (5) functional units operating out of several different locations. The functional units are:

Human Resource Services (309 Administration Building)  
Labour Relations Unit (309 Administration Building)  
Staff Benefits Office (180 Continuing Education Complex)  
Environmental Health and Safety Office (191 Frank Kennedy Centre)  
Learning and Development Services (222 Isbister Building)

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)

Information on Human Resources for the University of Manitoba can be found on the Web at: [www.umanitoba.ca/admin/human\\_resources/](http://www.umanitoba.ca/admin/human_resources/)

- (A) Policies and Procedures – The University has policies and procedure statements on many human resource issues such as:
- a) Access to Personal Files
  - b) Employee Organizations and Employment Groups
  - c) Employment Equity
  - d) Employment of Support Staff
  - e) Health and Safety
  - f) Identification Badges
  - g) Leaves of Absence
  - h) Legal Representation
  - i) Recruitment and Relocation Allowances
  - j) Nepotism
  - k) Performance Planning and Review
  - l) Post-Retirement Appointments
  - m) Respectful Work and Learning Environment
  - n) Secondments
  - o) Sick Leave
  - p) Support Staff Learning and Development
  - q) Temporary Leaves of Absence
  - r) Travel Expenses
  - s) Violent and Threatening Behaviour
  - t) Substance Abuse and/or Dependency
  - u) Attendance Management

- v) Working Alone
- w) Safe Disclosure
- x) Use of Computer Facilities
- y) Conflict of Interest

An employee desiring further information about these policies should contact his or her immediate supervisor, an AESES district representative or Human Resource Services. These and other UM policies and procedures can be found on the Web at: [www.umanitoba.ca/admin/governance/policies/](http://www.umanitoba.ca/admin/governance/policies/)

(B) FACILITIES

a) LIBRARY

Library facilities may be used by any staff member upon presentation of a current Certification of Privileges card. The card may be updated or obtained from the I.D. Centre between 8:30 a.m. and 4:15 p.m. in Room 400 University Centre.

b) 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 Kinesiology and Recreation Management, Frank Kennedy Centre, Customer Service Desk, (474-6100).

c) PARKING

Staff Members who use the parking facilities require a parking permit. Any inquiries should be directed to the Fort Garry Campus Parking Office, 125 University Centre (474-9483).

(C) STAFF BENEFITS – The present staff benefits consist of:

- a) Staff Member Life Insurance Plan
- b) Dependent Life Insurance Plan
- c) Accidental Death and Dismemberment Plan
- d) Long Term Disability Income Plan
- e) Group Supplementary Health Benefits
- f) University of Manitoba Pension Plan
- g) Group Insurance Dental Plan
- h) Health Care Spending Account
- i) Employee Assistance Plan

## (D) INTERFACE: AESES AND HUMAN RESOURCES

The University has established a number of offices to assist both employees and management. There are about 8500 full-time and part-time faculty and staff at the University of Manitoba.

AESES has a number of committees which parallel the various departments that make up Human Resources. Informed committee members can give advice to AESES members and are a resource not to be overlooked.

### 1) CONTRACT ADMINISTRATION

Contract administration refers to the interpretation of University policies and procedures as well as the collective agreement including grievances.

For AESES the posts most closely involved with the contract administration are the Member Services Officer (949-5204), and the Business Agent (949-5206). However, the Contract Administrator and each District Representative has a copy of the AESES Administrative Manual as well as some knowledge of the contract. They are a good first source of information.

For the University, Human Resource Services has six (6) Human Resource Consultants who are generalists and have detailed knowledge of the University policies, procedures and the AESES Collective Agreement. Each HR Consultant has a specific group of faculties and administrative units for a client base. For a listing of the Human Resource Consultants please see:

[http://umanitoba.ca/admin/human\\_resources/services/directory/index.html](http://umanitoba.ca/admin/human_resources/services/directory/index.html)

Grievance matters are handled by a Labour Relations Officer assigned to the AESES bargaining unit (474-7256) and the Business Agent for AESES.

### 2) RECRUITMENT

Recruitment involves matching the qualifications of individual applicants with the qualifications required for specific vacancies and arranging transfers where desired or necessary.

AESES members who are not chosen as the successful applicant for a job vacancy, and believe that their qualifications and or seniority were not taken into sufficient consideration should contact the Member Services Officer or the Business Agent or the Contract Administrator.

For Human Resources, the individuals most involved with selection decisions for vacant positions are the six (6) Human Resource Consultants and more specifically the one assigned to your Faculty/Admin Unit.

### 3) SALARY, JOB DESCRIPTIONS, CLASSIFICATION REVIEWS AND APPEALS

Your salary is based on the classification for your job, which is in turn based on the job description for your job. The tool used to evaluate and classify your job description is the Edward N. Hay Evaluation System. It has been in place at the University for over 30 years. Human Resource Services has developed an Overview of the Hay System which can be found at:

[www.umanitoba.ca/admin/human\\_resources/hay\\_system.html](http://www.umanitoba.ca/admin/human_resources/hay_system.html)

The classification system is dependent upon an accurate and up to date job description. The process for having a job description and your classification reviewed is called the Classification Review Process and if you are not satisfied with the decision you may utilize the Classification Appeal Process. This Appeal is handled by the Joint Classification Appeals Committee, which is made up of two (2) trained evaluators representing AESES and two (2) trained evaluators representing the University.

If members encounter problems or need help with the writing of their job descriptions, the length of time an appeal is taking or other related problems they may contact the Member Services Officer through the AESES office (949-5200).

For Human Resource Services, you may contact the appropriate Human Resource Consultant for your Faculty/Administrative Unit.

### 4) STAFF BENEFITS

General inquiries regarding staff benefit issues may be referred to the Staff Benefits Office at 474-8084. For questions related to the Pension Plan please contact 474-8476.

For the Association, the Chairperson of the AESES Staff Benefits Committee, the Contract Administrator, or the Member Services Officer may be able to help.

### 5) LEARNING AND DEVELOPMENT SERVICES

For information on the Learning and Development Calendar of training opportunities, the support staff orientation, tuition fee assistance, employee recognition programs or the Support Staff Learning and Development Policy, please contact LDS at 474-9124.

### 6) EMPLOYEE RECORDS

The University operates an integrated Human Resource Information System which maintains information on payroll, staff benefits and employee records such as seniority, vacations, attendance and leaves of absence. For information on your employee records please contact Human Resource Services at 474-9552 or the HR Help Desk at 474-9400

Employee Self-Service (ESS) provides anywhere, anytime, on-line access to employee information. Staff can update their current address and emergency

contacts and view vacation and overtime banks, benefit coverage, beneficiaries, dependents, pay statements and T4 slips.

ESS is accessed through the JUMP web portal at:

<https://jump.umanitoba.ca/cp/login>

Employees log in to this secure site using their unique UMnetID and password. Once logged in, they select the HR tab and click on the “Employee Self Service” link.

If your questions are not answered to your satisfaction please contact the AESES office at 949-5200.

## 7) ENVIRONMENTAL HEALTH AND SAFETY OFFICE

The mission of the Environmental Health and Safety Office is to support the continuous improvement of safety culture at the University by providing advice, guidance, training and technical support to the campus community. The safety culture encompasses a healthy and safe environment achieved through everyone understanding their related responsibilities and compliance with all regulatory requirements and University safety policies.

The Environmental Health and Safety Office (EHSO) provides a number of essential programs which contribute to creating a safe and healthy working and learning environment at the University of Manitoba. These include the following:

- Biological Safety
- Chemical Safety
- Fire & Life Safety
- Radiation Safety
- Hazardous Waste Management
- Occupational Health
- Office Safety and Ergonomics
- Workers Compensation
- Asbestos and Mould Management
- Confined Space Entry
- Transportation of Dangerous Goods
- Personal Safety
- Hearing Conservation Program
- Safety and Health Committees
- Indoor Air Quality

The EHSO has established an information website on EHSO programs and the website is updated regularly. The website address is

[http://www.umanitoba.ca/campus/health\\_and\\_safety/index.shtml](http://www.umanitoba.ca/campus/health_and_safety/index.shtml)

For information or assistance please call 474-6633.

8) RESPECTFUL WORK AND LEARNING ENVIRONMENT

The University has a policy and procedure regarding the right to have a workplace free from sexual or personal harassment and one that is free from discrimination related to human rights issues. The University considers these types of behaviour as serious matters which may result in disciplinary action up to and including dismissal.

If you believe you have been subjected to harassment or discrimination or if you have not been treated with respect and dignity, please contact the Human Rights and Equity Advisor, Human Rights and Advisory Services at 474-7388.

## ESSENTIAL SERVICES AGREEMENT

BETWEEN:  
THE UNIVERSITY OF MANITOBA  
(hereinafter referred to as "the University"),  
OF THE FIRST PART  
- and -

ASSOCIATION OF EMPLOYEES SUPPORTING  
EDUCATION SERVICES  
(hereinafter referred to as "the Union"),  
OF THE SECOND PART,

THIS AGREEMENT MADE the 30th day of March, 1988 and UPDATED ON the 14th day of September, 2010.

WHEREAS the Union has made certain promises herein concerning the provision of Essential Services during a legal work stoppage;

AND WHEREAS the University has made certain promises herein concerning the provision of Essential Services during a legal work stoppage;

AND WHEREAS for greater certainty, the Parties desire to embody such provisions in a separate Agreement, separate and apart from their Collective Agreement;

NOW THEREFORE in consideration of these promises and other good and valuable consideration the Union and the University hereby agree that during legal work stoppage the following shall apply between the Union and the University:

1. Essential Services for the purpose of this Agreement are hereby defined as follows:
  - a) The proper care of research animals defined as the provision of appropriate temperatures, humidity, light cycles, ventilation, food, water, cleaning, species specific husbandry and animal health procedures as well as exercise and nursing care where appropriate. This includes all duties associated with identification (genotyping and ear tagging), selection, breeding and weaning to maintain lines. Research specific procedures are excluded from required duties. Research animals shall be defined as any live non-human utilized in research, teaching and testing.
2. Any care required, but not listed in point no. 1 above may be performed by the management of the facility.
3. The Union and the University hereby adopt Schedule "A" to this agreement, namely Essential Service Designations, as the maximum work schedule for employees of the University within the Union's bargaining unit employed in the areas designated as requiring Essential Services. Schedule "A" must not be exceeded unless mutually agreed between the Parties to this Agreement. The University agrees to schedule the work so that it is equally distributed among the



designated employees and not to assign work other than Essential Services to the designated employees. If any animal holding facility at the University is not listed in Schedule "A" to this Agreement, the Parties will attempt to work out a schedule similar to the schedule as outlined in Schedule "A". If the Parties are unable to agree, the matter shall be submitted to the Arbitrator.

4. In the event of a legal work stoppage, the University will not order new animals in an effort to reduce the number of animals housed to a minimum. Exceptions will apply for certain standing orders of rare or hard to acquire strains of research animals required to maintain a valuable line or to complete work that would otherwise result in the wasting of animal lives. Breeding of research animals will take place as it is necessary for the University to maintain animal numbers for future research. Where a delivery of animals is expected the Union shall be contacted in order that a representative can be dispatched to the area to permit easy access.
5.
  - a) It is the intent of the Parties to this Agreement that during any legal work stoppage arising from failure of the Parties to reach agreement on renewal of the Collective Agreement between the Parties, employees holding positions designated in Schedule "A" to this Agreement to perform Essential Services will not withhold their services when requested nor will they be barred from University property.
  - b) To the end enunciated in a) above the Union agrees to encourage employees holding positions designated in Schedule "A" to this Agreement to do the work as scheduled by the University and will not hinder, intimidate, coerce or in any way attempt to prevent said employees from performing said work.
  - c) All employees providing Essential Services will be paid their regular salary for all time worked during the legal work stoppage.
  - d) Subject to the provisions of Section 3 hereof, all employees providing Essential Services will be covered by overtime and callback provisions equivalent to those in Articles 12 of the latest Collective Agreement between the Parties.
  - e) The University will deduct and remit union dues from and on behalf of all employees providing Essential Services in accordance with provisions equivalent to those in Article 24 of the latest Collective Agreement between the Parties.
6. The University hereby agrees that the Union is not liable to the University for any failure by individual employees of the University, who fall within the bargaining unit of the Union, who fail to perform the work as scheduled by the University and as outlined in Schedule "A" to this Agreement.
7.
  - a) There is hereby established an Essential Services Committee composed of two persons nominated by the University and two persons nominated by the Union, which committee shall be permitted access to the various animal holding facilities and which shall meet to resolve any general problems or

specific problems arising out of the/an alleged violation of this Agreement or a difference as to the interpretation or application of this Agreement. Scheduling of access to animal facilities and individuals provided access will be subject to the meeting of appropriate entrance restrictions and requirements based on the health status of the various facilities.

- b) The Essential Services Committee during any legal work stoppage shall meet at minimum, once every five (5) working days.
  - c) The Essential Services Committee shall convene a meeting and meet promptly to resolve any problems arising out of the failure by individual employees of the University, who fall within the bargaining unit of the Union, who fail to perform the work as scheduled by the University and as outlined in Schedule "A" of this Agreement.
8. a) There is hereby appointed by the Parties the following person who shall be sole Arbitrator. He or she shall have absolute jurisdiction to resolve any differences between the Parties as to the violation, interpretation or application of this Agreement if such difference has not been resolved within one day of the occurrence of the alleged violation or the situation or problem giving rise to the difference:

Mr. Arne Peltz  
Gange, Goodman and French  
Winnipeg, Manitoba  
(Telephone 953-5408)

Either party, upon giving notice to the other Party, may call upon the Arbitrator to resolve the difference. The Arbitrator may hear the Parties in any way the Parties jointly or severally agree to present their position, and shall make a decision as soon as possible, which decision need not be in writing but which shall nonetheless be final and binding upon the Parties and not subject to review of any kind by any court or tribunal. The Arbitrator shall have the power to order either of the Parties to do anything which in his or her opinion shall resolve the difference equitably, and without limiting the generality of the foregoing, shall have the power to order either Party to pay to the other damages, whether general, specific or punitive, to the other Party for any violation of this Agreement, to order any of the Parties to do anything in order to redress any violation of the Agreement as against the other Party, and to order either of the Parties or both of the Parties to cease and desist any activities which he or she deems to be a violation of the Agreement. There shall be no appeal from the Arbitrator's decision. The Arbitrator shall be paid one-half by the Union and one-half by the University.

- b) The Parties hereby agree that no individual member or individual employee or former member or former employee of either Party shall be held personally responsible for payment of any damages which the Arbitrator determines are payable for any violation of this Agreement, provided however that nothing herein prevents the Arbitrator from exercising the powers and/or jurisdiction conferred upon him/her by this Agreement.

9. This Agreement shall remain in effect until one year after notice to terminate or to revise is given by either of the Parties. If revisions are not agreed to by the end of the notice period, the Agreement shall terminate.

Signed by the University this 14<sup>th</sup> day of September, 2010.

Signed by the Association this 14<sup>th</sup> day of September, 2010.

Terry Voss  
For the University of Manitoba

T. W. Moyle  
For the Association of Employees  
Supporting Education Services

## **SCHEDULE “A”**

### **ESSENTIAL SERVICE DESIGNATIONS**

#### **Department of Entomology**

- 1 Technician 2 or higher (2.5 hours per day, 3 days per week).

#### **Department of Animal Science**

##### **Poultry Unit (Campus)**

- coverage is required 7 days per week - coverage is required for 1 person who is an Agriculture Attendant 3 or higher each day.

##### **Swine Unit (Glenlea)**

- coverage is required 7 days per week - coverage is required for two separate herds and barns - 1 person who is an Agriculture Attendant 3 or 4 and 2 persons who are an Agriculture Attendant 3 and 2 persons who are an Agriculture Attendant 2 each day.

##### **Ruminant Unit (Glenlea)**

- coverage is required 7 days per week – 1 person who is an Agriculture Attendant 3 or higher plus 1 person who is an Agriculture Attendant 2 each day of the week.

##### **Glenlea**

- coverage is required on alternate days of the week - one Agriculture Attendant 3 is required to work every second day to perform the following essential tasks: clearing snow in the winter to permit access to the barns, hauling manure away from the barns (all seasons), hauling of animals to market or for disposal (all seasons), cropping and processing feed (all seasons).

##### **T. K. Cheung Centre for Animal Science Research (TKCCASR) (Campus)**

- only during periods in which there are animals in the Centre for experiments in progress, coverage is required for 1 person each day who is an Agriculture Attendant 2 or higher and every second day the person in attendance must be an Agriculture Attendant 4.

##### **Animal Science Building (Campus)**

- only during periods in which there are animals in the Building for experiments in progress, coverage is required for 1 person each day who is a Technician 2 or higher.

## **Department of Psychology**

– coverage of 1 person/day for 4 days per week and 1 person/half day for 3 days of the week.

## **Department of Biological Sciences**

### **Animal Holding Facility**

– Monday through Friday coverage of 1 Supervisor, 1 person who is an Animal Technician 3 or higher and 3 persons Animal Technician 1 or higher.

– Saturday, Sunday and Holiday coverage of 1 person who is an Animal Technician 1 or higher for a period of 4-7 hours per day as required.

## **Richardson Centre for Functional Foods and Nutraceuticals**

– only for the duration of long term animal trials in the Centre – one staff member with appropriate qualifications to care for the animals housed during the trials on an as needed basis.

## **Veterinary Services**

– In order to provide medical care to animals that become sick or otherwise require care and to provide for the continuation of rounds (checking animals in the facilities) and to provide technical assistance to the veterinarians providing medical care, 1 ATHP for three (3) days each week.

## **Central Animal Care Services**

Rat Breeding Station (2<sup>nd</sup> Floor Powerhouse Building, Fort Garry Campus)

CancerCare Manitoba Animal Facility (7<sup>th</sup> Floor CancerCare, Bannatyne Campus)

Chown Animal Facility (5<sup>th</sup> Floor Chown Building)

Genetic Modeling Centre (GMC) – (4<sup>th</sup> Floor Brodie Centre)

Central Animal Care Services (CACS) – (Basic Medical Sciences Building basement facility with 2 small satellite rooms – Rm 119 for mice and Rm 412 for rats)

The CACS facilities contain a large percentage of colonies consisting of Genetically Engineered Mutant Models (GEMM) which are considered irreplaceable).

Weekend coverage (both Saturday and Sunday) would require 1 Animal Technician (Animal Attendant or higher) for each of Bannatyne and Fort Garry.

Trucker/Shipper – 1 person (any technical level) 3 days per week

- 1) CACS- BMSB – 1 Animal Technician 3 (or higher) – 5 days per week with a second Animal Technician 3 (or higher) required up to 3 days per week. Technical coverage (Animal Attendant to AT3 or higher) for 15 person days per week.
- 2) GMC – Brodie Centre – 1 AT3 (or higher) for 5 days per week with technical coverage (Animal Attendant to AT3 or higher) for 12 person days per week.
- 3) Chown Facility - 1 AT3 (or higher) for 5 days per week with technical coverage (Animal Attendant to AT3 or higher) for 4 person days per week
- 4) CancerCare – 1 AT3 (or higher) for 1 day per week with technical coverage (AT2 or higher) for 5 days per week
- 5) Rat Breeding – Fort Garry - 1 person (AT3 or higher) 3 days per week with technical coverage (Animal Attendant to AT3 or higher) for 4 person days per week

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LOU = Letter of Understanding