

COLLECTIVE AGREEMENT

BETWEEN:



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL, 1482
(hereinafter called “the Union”)**

- AND -



**UNIVERSITY
OF MANITOBA**

**THE UNIVERSITY OF MANITOBA
FACULTY OF ENGINEERING
(hereinafter called “the Employer” and/or “the University”)**

TERM OF AGREEMENT:

SEPTEMBER 18, 2010 TO SEPTEMBER 14, 2014

NEGOTIATING COMMITTEES

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ARTICLE 1 – PURPOSE, MUTUAL INTEREST AND OBLIGATION

1.1 Purpose

The purpose of this Collective Agreement is to promote cooperation and harmony between Employer and employees in recognition of the need for the successful operation of the University as a public institution designed to promote higher education, to facilitate the peaceful adjustment of all disputes and grievances and to prevent 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.

1.3 Obligation

The Employer and the Union 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, APPLICATION AND RECOGNITION

2.1 Bargaining Unit

The Employer, in accordance with Manitoba Labour Board Certificate No. MLB-4360 dated August 28, 1989, recognizes the Union as the exclusive bargaining agent for all employees of the University of Manitoba employed as technical and clerical employees in the Faculty of Engineering except part-time employees, Chief Technicians, Secretary and Administrative Assistant to the Dean, Secretaries and Administrative Assistants to the Associate Deans, students, academic staff, teaching staff and those excluded by the *Labour Relations Act of Manitoba*.

2.2 Inclusions In/Exclusions From Bargaining Unit

For purposes of clarifying inclusions in and exclusions from the bargaining unit the Parties, notwithstanding anything contained in Clause 2.1, have agreed that the following shall apply:

2.2.1 Part-Time and Casual Employees Included

Persons employed in the Faculty of Engineering in a part-time or casual capacity in any of the classifications outlined in Schedule “A” of this Collective Agreement and who are not otherwise excluded by reason of student status as per

Clause 2.2.2 shall be considered part of the bargaining unit and therefore are covered by this Collective Agreement.

2.2.2 **Full-Time Students Excluded**

Full-time student employees are excluded from the bargaining unit and therefore are not covered by this Collective Agreement. Full-time students are persons who are enrolled in the current academic year (September 1 - August 31) in high school or university on a full-time program of study and who are employed by the University of Manitoba on a part-time or summer basis to perform duties similar to those of members of the bargaining unit. "Full-time" requirements shall be those of the school or faculty where the student is enrolled. Grade 12 graduates must show proof of acceptance by the University within thirty (30) working days of employment to retain student status.

2.2.3 **Excluded Persons Performing Work of Bargaining Unit**

Persons whose positions are excluded from this Collective Agreement may be required to perform work similar to that of members of the bargaining unit where the work is for resolving emergencies or where the work is incidental to the performance of their duties.

2.3 **Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees coming under this Collective Agreement in collective bargaining with relation to wages, hours of work and other conditions of employment as set forth herein.

2.3.1 **Employee Defined**

The term "employee" or "employees" wherever used in this Collective Agreement means all the employees of the Employer covered by this Collective Agreement.

2.3.2 **Classifications**

Classifications may be added to or deleted from Schedule "A" by agreement between the Employer and the Union. In case of failure to reach agreement the matter may be referred to the Manitoba Labour Board.

ARTICLE 3 – UNION MEMBERSHIP

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

- 3.2 It is agreed that there will be no discrimination, interference, restraint, or intimidation exercised or practised upon any employee by the Employer, any agents of the Employer, or by the Union, because of membership or non-membership in the Union.
- 3.3 It is further agreed that there shall be no solicitation for membership, collection of dues or other union activities, except as outlined in Article 5, on the premises of the Employer during working hours.

ARTICLE 4 - COLLECTION OF UNION DUES AND INFORMATION TO UNION

4.1 Union Dues

Deduction of Union dues for new employees shall be made on the first pay, and calculated from the date of employment.

The Employer shall deduct Union dues from the biweekly salary of each such employee, and mail same by the 15th of the following month to the Secretary-Treasurer of the Union accompanied by a list of names of all employees for and on behalf of whom such deductions have been made.

The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of check-off of monthly Union dues or any related action taken at the request of the Union.

4.2 Information

The Employer, when forwarding Union dues, also shall provide to the Union, on a monthly basis, information, if available, as of the last day of the last pay period in each month on all employees in the bargaining unit as follows: Surname and first name, employee number, home address, campus address, classification, salary, dues deducted in the month and salary and dues deductions accumulated year to date.

ARTICLE 5 – REPRESENTATIVES, COMMITTEES AND MEETINGS

5.1 Union Representatives

The Union shall keep the Employer informed at all times as to the names of employees who may be appointed or elected from time to time to any executive, grievance, negotiation or other joint committee or to the position of a steward.

5.1.1 Union (Staff) Representatives

The CUPE Staff Representative shall, on presentation of his/her credentials, be permitted admittance at any time to any location on the campus in which the

employees are working for the purpose of calling on an employee on duty, providing there is no unreasonable disruption of work.

5.2 **Union Duties and Supervisory Approval**

The Employer recognizes the role of Union executives, grievance committees, negotiating committees and stewards in labour management relations, and shall not discriminate against them.

5.2.1 Where it is necessary for an employee referred to in Clause 5.1 to leave his/her work site to perform his/her Union duties, he/she shall first receive approval from his/her Supervisor.

Where supervisory approval is requested under this Article it will normally be given, provided that the Supervisor is satisfied that there will not be an unreasonable disruption of the work.

5.3 **Remuneration For Union (Employee) Representatives**

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

5.3.1 **GRIEVANCE MEETINGS:** In the case of grievance meetings between the Union and the Employer, which are arranged through Human Resources, up to two (2) representatives of the Union shall be entitled to receive their usual remuneration from the Employer.

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

5.3.2 **COLLECTIVE BARGAINING:** In the case of collective bargaining/ negotiation meetings between the Union and the Employer, including meetings in conciliation, up to three (3) representatives of the Union shall be entitled to receive their usual remuneration from the Employer up to a maximum of 30 person/days (210 hours).

If the maximum of 30 person/days (210 hours) is reached the representatives of the Union shall continue to receive their usual remuneration from the Employer however the Union shall reimburse the Employer for said time in excess of the maximum.

5.3.3 **GENERAL:** In the case of general meetings between the Union 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 Union, up to a number equal to the Employer's

representation shall be entitled to receive their usual remuneration from the Employer.

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

ARTICLE 6 – HOURS OF WORK

6.1 Hours of Work

The hours of work for regular full-time employees shall be seven (7) hours per day or seventy (70) hours per fourteen (14) day interval.

- 6.1.1 For purposes of administration of this Collective Agreement a work day will be deemed to fall within the calendar day (midnight to midnight) unless otherwise mutually agreed.

6.2 Work Breaks

Every employee shall be entitled to two (2) fifteen (15) minute work breaks from work during each regular working day without deduction from his/her wages. The time for such breaks shall be fixed from time to time by the Employer. In the event that reasonable facilities are not available the Employer shall use his/her discretion to extend break time accordingly.

- 6.2.1 Work breaks do not constitute time for the purposes of either the banking or regular time (Clause 6.3) or the banking of authorized overtime (Clause 7.2) and therefore shall not be used for those purposes.

6.3 Modified Work Week

The Union and the Employer may mutually agree to a modified work week where hours may vary from that which is outlined in Clause 6.1. The terms and conditions of a modified work week shall be set down in a Letter of Understanding and signed by both Parties.

6.4 Wages – How Paid

The Employer agrees to pay all employees under this Collective Agreement biweekly, in accordance with the wage rates shown in the attached Schedule “A”.

6.5 Absence From Work

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

ARTICLE 7 – OVERTIME

7.1 Definition of Overtime

Overtime is defined as any time an employee is required by the Employer to work in excess of the regular hours of work as set forth in Article 6 or on a holiday as set forth in Article 9.

7.1.1 Authorization For Overtime

All overtime worked which is paid by the Employer must be authorized by the Head of the employee's Department concerned or by a person designated by him/her. Except in emergency situations, such overtime must be authorized in advance.

7.1.2 Allocation of 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 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.

7.1.3 Payment For Authorized Overtime

All time worked in excess of the normal hours of work as set forth in Article 6 shall be paid for as overtime hours at the rate of

- (a) On a regular work day – double time (2X);
- (b) On a regularly scheduled day off – double time (2X);
- (c) On a holiday as set forth in Article 9 – double (2X) time in addition to his/her regular earnings.

Overtime pay shall be paid unless the employee and the Employer mutually agree that the employee take the overtime off as banked time in accordance with Clause 7.2.

7.2 Banking of Overtime

Overtime hours up to maximum of thirty-five (35) hours per year may be accumulated and given as time off with pay on a rate of pay basis and not on an equal time basis, such time off shall be taken at a mutually agreeable time. Where it is not possible to grant time off employees shall receive overtime pay. Arrangements for such time off or pay shall be confirmed within thirty (30) calendar days.

7.3 **Overtime Meal Allowance**

Where an employee is required to work overtime immediately following the normal work day and it is expected that the work will require more than three (3) hours to complete, the employee will be provided with a meal ticket for a meal at a University cafeteria as near as possible to the normal meal time. If the University cafeteria services cannot provide a hot meal then arrangements may be made to obtain and/or have delivered a meal off campus. In this event the Employer shall reimburse the employee to an amount not to exceed ten dollars (\$10.00) upon submission of a receipt. When overtime continues beyond four (4) hours a second meal will be provided or paid for as per above.

ARTICLE 8 – SICK LEAVE

8.1 **Definition of Sick Leave**

Sick leave means the period of time an employee is incapable of performing his/her regular duties and responsibilities due to an illness, injury or becoming disabled and continues to be paid.

8.1.1 Sick Leave – Full Time Permanent Employees

An employee shall be entitled to 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. Where the employee returns to regular duties as part of an agreed upon return to work plan developed by the employee (in consultation with his/her physician) and the University, then one of the following shall apply:

- (a) if the return is for at least forty (40) working days, then the employee shall be entitled to a further one hundred and eighty (180) calendar days of sick leave in the event of illness, injury or becoming disabled; or
- (b) if the return is for less than forty (40) working days, then the employee shall go back on sick leave. The one hundred and eighty (180) calendar day calculation, which began with the first day of sick leave, shall be extended by the number of days during which duties were fully resumed.

8.1.2 Sick Leave – Part Time Project and Casual Employees

All part-time and casual employees after being employed for the equivalent of sixty (60) working days or more will be entitled to accumulate one (1) hour sick leave with pay for each fifteen (15) hours of service. Sick leave credits are payable under this Clause as follows:

- (1) Sick Leave under this Clause is payable on the basis of an employee's regular hourly rate of pay for the employee's normal hours of work per

day and normal days of work per week which the employee would have otherwise normally worked during the period of sickness;

- (2) For all part-time 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 part-time and casual 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.

8.1.3 **Medical/Dental Appointments**

Absences for dental and medical appointments for regular 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.

Absences for dental and medical appointments for employees other than full time employees shall be considered as unpaid leave; therefore should whenever possible be scheduled at times when the employee is not scheduled to work.

8.1.4 **Modified Work Arrangements**

Modified hours and/or modified duty arrangements will not normally exceed three (3) months in duration. Where an arrangement for modified duties or modified hours of work is implemented, progress toward a full return to regular duties will be reviewed by the Occupational Health and Safety Coordinator or Disability Case Coordinator, the employee's supervisor and the employee. The employee may request the assistance of a union representative in this process. Time spent on modified hours will be counted as sick leave. Time spent on modified duties may be counted as sick leave, depending on the severity of the modifications. All modified work arrangements will be supported by on-going medical documentation, and the employee will normally be required to provide a Workplace Capabilities form completed by his/her physician.

8.2 **Notification of Employer When Sick**

An employee who is unable to attend work due to sickness shall notify his/her supervisor or Department, or see that his/her supervisor or Department is notified, as soon as possible on the day the employee is unable to attend work. If the supervisor or the Department cannot be reached, then Human Resources shall be

notified. If the sickness is of some duration, the employee should keep in regular contact with his/her supervisor.

- 8.2.1 Absence from employment due to sickness without notification of the supervisor, Department Head or Human Resources may be considered as unauthorized leave and consequently without pay unless notification was not possible. If deductions are to be made the Union shall be notified.

8.3 **Medical Certificate**

The Employer reserves the right to request a medical certificate to validate any absence when an employee has requested or received paid sick leave. The medical certificate must be signed by a duly qualified medical practitioner and it must certify the dates on which the employee was unable to attend work. In cases of frequent or long term absences, or in cases of absences due to injury, the Employer may request further information in order to manage the employee's absence and provide for workplace accommodations, including: the employee's workplace capabilities, a prognosis as to the expected date of return to regular duties, and any other pertinent details. A request for a medical certificate will be made prior to or during the period of sickness.

8.3.1 **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. Such medical reports shall be treated as confidential between the employee, the doctor, the supervisor and Human Resources.

8.3.2 **Failure to Furnish Medical Certificate**

If the employee fails to furnish a medical certificate when requested under Clause 8.3 or in the event the employee does not authorize the required releases under Clause 8.3.1, his/her absence from work may be considered as unauthorized and consequently without pay. In this instance the Union will be notified that a deduction from pay has been made.

8.4 **MPIC Wage Loss Replacement Benefits**

Manitoba Public Insurance Corporation (MPIC) provides wage loss replacement benefits resulting from motor vehicle accidents regardless of the existence of sick leave benefits provided by employers. Employees should not receive combined salary and wage loss benefits in excess of 100% of sick leave salary from the two sources for the same absence from work.

An employee who qualifies for wage loss replacement benefits from MPIC 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 non-taxable nature of MPIC 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.

8.5 **Cessation of Long Term Disability Benefits**

An employee who ceases to qualify for Long Term Disability benefits and who is not able to return to his/her former position:

1. For medical reasons; or
2. Because he/she is no longer qualified for his/her former position; or
3. Because his/her former position has been filled in accordance with the Collective Agreement; or
4. Because it has been determined that the position is no longer required;

Shall be subject to the following provisions:

- (a) The employee shall receive ten (10) working days written notice (without pay) of layoff.
- (b) A meeting will be arranged with the employee, a CUPE representative and a representative of Human Resources to review the appropriate provisions of the Collective Agreement.
- (c) Human Resources shall transfer the employee into an available vacant position without posting providing the employee meets the qualifications that would normally have been posted.

In these instances the transfer shall not be to a higher classification level than the previously held position.

- (d) If a transfer is not available in accordance with 8.5 (c), then the employee shall be laid off.

8.6 Reasonable Accommodation

- 8.6.1 Employees with special needs, based on one or more of the protected characteristics found in *The Human Rights Code*, resulting in their being unable to perform all of the normal requirements of their job, have a right to reasonable accommodation to the point of undue hardship.
- 8.6.2 The duty to provide reasonable accommodation will be determined on a case-by-case basis, taking into account all relevant factors. If the employee would be unable to fulfill his/her duties and obligations even after reasonable accommodation, then accommodation is not required.
- 8.6.3 An employee seeking an accommodation must inform the Employer of his/her need for accommodation and the extent of that need. The University and the Union will assess what potential accommodations are available, and whether any of them would cause undue hardship.
- 8.6.4 If the employee is entitled to an accommodation, an accommodation plan will be developed and implemented as soon as reasonably practical. If several possible accommodations without undue hardship are available, the employee shall receive the best available accommodation, but the employee is not necessarily entitled to a perfect accommodation.

ARTICLE 9 – HOLIDAYS

9.1 Holidays

For the purpose of this Collective Agreement, Paid Holidays shall mean: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day or days so proclaimed by the Federal, Provincial or City of Winnipeg authorities.

- 9.1.1 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 employees not scheduled to work on the Saturday or Sunday. In this instance he/she shall declare another day immediately preceding or following a weekend or another declared holiday.
- 9.1.2 When Christmas Day and New Year's Day are immediately preceded by a scheduled work day, the last four hours of that scheduled work day shall be considered as paid holiday time.

9.1.3 A “floating” paid holiday shall be observed in lieu of Easter Monday. 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 9.2) and overtime payment for working on the holiday (Clause 9.2.2), the day the floating holiday is observed shall be deemed to be the day it falls.

9.2 **Holiday, Qualification for and Entitlement to:**

9.2.1 An employee is eligible for holiday pay in relation to a general holiday unless

(a) the employee is absent on his or her first scheduled workday before or after the holiday without the employer's consent; or

(b) the holiday falls on a day that would normally be a workday for the employee, and the employee

(i) is required or scheduled to work on the holiday, and

(ii) is absent on that day without the employer's consent.

9.2.2 For the purpose of subsection (1), an employer is deemed to have consented to the absence of an employee if the employee is absent

(a) on a leave to which he or she is entitled or which he or she has been given by the employer; or

(b) because he or she is ill.

9.2.3 **Amount of holiday pay**

An eligible employee's holiday pay in relation to a general holiday must not be less than the employee's wage for regular hours of work on a normal workday in the pay period

(a) in which the employee receives a day off in relation to the holiday; or

(b) in which the holiday occurs, if the employee does not receive a day off.

9.2.4 **Employee with varying wages**

Despite subsection 9.2.3 above, if the employee's wage for regular hours of work on a normal workday cannot be determined because

(a) the number of hours worked in a normal workday varies from day to day; or

(b) the employee's wage for regular hours of work varies from pay period to pay period;

an eligible employee's holiday pay in relation to a general holiday is 5% of the employee's total wages, excluding overtime wages, for the four-week period immediately preceding the holiday.

9.2.5 An employee who works on the day the holiday falls is paid overtime in accordance with Article 7 in addition to holiday entitlement and has no further holiday entitlement.

9.2.6 An employee who does not work on the day the holiday falls:

- (a) If he/she would have been scheduled to work on that day, if not for it being the holiday, is paid holiday entitlement for that day and has no further holiday entitlement.
- (b) If he/she would not have been scheduled to work on that day, he/she is assigned another day in lieu thereof. The day assigned in lieu thereof shall be within the week in which the holiday occurs either immediately preceding or following scheduled days off or at another time by mutual agreement between the employee and the Employer. An employee who works on the day assigned in lieu is paid overtime in accordance with Article 7 in addition to holiday entitlement.
- (c) In the case where both the date on which the holiday falls and the date on which the holiday is observed in lieu thereof falls on the employee's regular day of rest, the employee shall receive another day off as a holiday in lieu thereof. The day assigned in lieu thereof shall be within the week in which the holiday occurs either immediately preceding or following scheduled days off or at another time by mutual agreement between the employee and the Employer. Should another day off not be granted then the employee shall receive overtime as is provided in Article 7.

9.3 **Christmas-New Year's Break**

See also Clause 10.11 "Christmas-New Year's Vacation Entitlement" and the Letter of Understanding Re: Annual Christmas-New Year's Break.

ARTICLE 10 – VACATIONS WITH PAY

10.1 **Vacation Entitlement – Salaried Employees**

Regular full-time or regular part-time 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 31st 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 1st of the previous year and March 31st of the then current year.

The following vacation schedule shall apply:

<u>COLUMN A</u> Accumulated Service in Years at March 31 st	<u>COLUMN B</u> <u>Hours of Vacation per</u> Bi-Weekly Period Worked	<u>COLUMN C</u> <u>Maximum</u> <u>hours of Vacation</u> <u>per Annum</u>
0.00 to 5.99	<u>.58 x 7 = 4.06</u>	<u>15 x 7 hours = 105 hours</u>
6.00 to 11.99	<u>.77 x 7 = 5.39</u>	<u>20 x 7 hours = 140 hours</u>
12.00 to 19.99	<u>.96 x 7 = 6.72</u>	<u>25 x 7 hours = 175 hours</u>
20.00 or more	<u>1.15 x 7 = 8.05</u>	<u>30 x 7 hours = 210 hours</u>

* Column C represents the number of hours of vacation entitlement in the current vacation year for a full-time employee who has worked the full-time hours for the full previous vacation year.

- 10.1.1 Decimal vacation entitlement shall be rounded off to the nearest whole number, e.g. 12.49 becomes 12 days, 12.50 becomes 13 days.
- 10.1.2 For the purposes of earning vacation credits, any absence from work with pay shall be deemed to be time worked.
- 10.1.3 For the purposes of this Article, accumulated service means the seniority as at March 31st, where seniority is determined in accordance with Article 11.

10.2 Vacations 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.

Where approval cannot be given, upon request the employee shall be given reasons for the refusal.

10.3 Vacation – Advance and Carry Over

Subject to written approval of the department up to five (5) working days of vacation may be taken in advance provided it has been earned or up to ten (10) working days of vacation may be carried over from one vacation year to the next.

Subject to the above, vacation entitlement which has not been used or scheduled for use by October 1st 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 31st). The Employer will provide at least fifteen (15) calendar days notice of the start of an employee's scheduled vacation.

10.4 **Vacation Salary – Regular Full-Time or Regular Part-Time Employees**

Regular full-time or regular part-time 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.

10.5 **Paid Holiday During Vacation**

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

10.6 **Hospitalized or Bedridden During Vacation**

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

10.7 **Vacation and Leave of Absence**

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

10.8 **Vacation Pay Salaried Employee Upon Resignation, Layoff or Termination**

In the event that a regular full-time or regular part-time 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 10.9 for time worked. In no case may an employee with 4.00 to 4.99 years of service at March 31st receive payment at 8% for both the previous and current vacation years.

10.9 **Vacation Pay Hourly Rated Employees**

Hourly-rated employees shall have vacation pay added to their regular pay cheques in each pay period in lieu of annual vacation with pay in accordance with the following table, where Column A represents the number of years of accumulated service at the end of any pay period including March 31st and Column B represents the percentage of the normal hourly rate to be paid in addition to the normal hourly rate.

The following vacation pay table shall apply:

COLUMN A ACCUMULATED SERVICE IN YEARS AT MARCH 31 st	COLUMN 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%

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

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

10.11 **Christmas-New Year's Vacation Entitlement**

The following Christmas-New Year's Vacation Entitlement shall apply annually in addition to the vacation entitlement provided for in Clause 10.1 and Clause 10.9.

Employees who, in accordance with Clause 9.2 of the Collective Agreement, qualify for the ½ day holidays before Christmas Day and New Year's Day, Christmas Day, Boxing Day, Floating Holiday and New Year's Day as paid holidays shall also be entitled to three (3) days paid Christmas-New Year's Vacation Entitlement.

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. Employees who have a regular work schedule shall receive the regularly scheduled hours per day for each of the three (3) days. Employees whose hours of work vary from pay period to pay period shall receive pay for each of the three (3) days calculated in accordance with Clause 9.2.4.

See also Letter of Understanding re: Annual Christmas-New Year's Break.

ARTICLE 11 – SENIORITY AND RETIREMENT

11.1 **Definition of Seniority**

Any employee covered by this Collective Agreement shall have his/her service begin with his/her first day of employment and is the cumulative amount of time which the employee has worked for the Employer. All seniority is stated in equivalent years of service to two decimal places, that is, 6.18 years, 11.23 years,

etc., prorated on the basis that a year of service for an employee working 35 hours per week is 1820 hours.

- 11.1.1 An employee may, by reason of working extra hours, receive credit for up to an equivalent year of service during a one (1) year period but in no case may an employee receive credit for more than one (1) year of service during a one (1) year period. For this purpose a one (1) year period will be from April 1st of one year to March 31st inclusive of the following year.

11.2 **Application of Seniority**

Seniority may apply to the following:

- (a) The filling of job vacancies in accordance with Clause 12.2.6.
- (b) The assignment of overtime in accordance with Clause 7.1.2.
- (c) Application For Posted Vacancy During Lay-off –Designated Employees in accordance with Clause 20.2.15
- (d) Recall rights in accordance with Clause 20.6

11.3 **Seniority List**

The Employer shall prepare in the month of June each year a seniority list of the employees which shall show the name, cumulative service with the University, classification, and department. A copy of this list will be supplied to the Union.

11.4 **Loss of Seniority**

An employee shall lose all seniority if he/she:

- (a) Voluntarily terminates his/her employment (including resignation pursuant to Clause 15.6 of the Collective Agreement);
- (b) Is justifiably discharged;
- (c) Retires;
- (d) Is laid off in accordance with Article 20;
- (e) As a casual employee, has completed and/or is laid off from his/her casual appointment.

11.5 **Leaving the Bargaining Unit**

Employees who are temporarily appointed to positions outside the bargaining unit shall retain the right to their old position up to six (6) months or such longer period as may be mutually agreed between the Employer and the Union.

- 11.5.1 Employees who leave a position within the scope of the bargaining unit but who continue to be employees of the University shall retain their service rights.

11.6 **Retirement**

The normal retirement date of an employee is the last day of the month in which the employee attains the age of sixty-five (65) years.

ARTICLE 12 – EMPLOYEE/POSITION DEFINITIONS, POSITION VACANCY POSTING, SELECTION FOR VACANCY, TRANSFERS, PROBATION PERIOD & TRIAL PERIOD

12.1 Employee/Position Definitions

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

Regular Full-time Employee/Position: Is an employee who works in a position which has a regular schedule of not less than the normal full time hours of work set forth in Article 6 and which is expected to exist for at least six (6) months.

Regular Part-time Employee/Position: Is an employee who works in a position which has a regular schedule of less than the normal full time hours of work set forth in Article 6 and which is expected to exist for at least six (6) months.

Project Full-time Employee/Position: Is an employee who works in a position which is expected to last for a specific time period (to a maximum of two (2) years) and which has a regular schedule of not less than the normal full time hours of work set forth in Article 6. Should the position continue to the end of the specific time period, the position will end and the employee will be directly laid off without severance pay.

Project Part-time Employee/Position: Is an employee who works in a position which is expected to last for a specific time period (to a maximum of two (2) years) and which has a regular schedule of less than the normal full time hours of work set forth in Article 6. Should the position continue to the end of the specific time period, the position will end and the employee will be directly laid off without severance pay.

Casual Employee: Is an employee who works in either full time or part time casual work which is not expected to exist for more than six (6) months or who works in casual or intermittent work.

12.1.1 If a project position continues beyond two (2) years, it shall become a continuing position and be reposted as such in accordance with Clause 12.2 unless the posting requirement is bypassed by mutual agreement between the Employer and the Union.

It is possible for one person to hold successive project positions. However, it is not the Employer's intention to use project positions to prevent the creation of a continuing position where the work continues beyond two (2) years.

12.2 **Position Vacancy Posting**

Where the Employer requires that a regular full-time or regular part-time vacant position be filled and the vacant position is expected to be continuous on a weekly basis for a period of at least six (6) months, the Employer shall post a Position Vacancy Notice on the Human Resources website for a minimum of five (5) working days prior to the date of closure. A copy of the Position Vacancy Notice will be sent to the Union Office electronically a minimum of five (5) working days prior to the date of closure.

12.2.1 **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, position duties, salary range, hours of work, date of closure, tentative start date, term of position, trial or probationary period, whether the position is new or existing, and whether the position is subject to seasonal lay-offs or shutdowns. A copy of the Position Vacancy Notice will be sent to the Union Office electronically a minimum of five (5) working days prior to the date of closure.

12.2.2 **Temporary Appointments to Position Vacancies**

The Employer may make temporary appointments to fill vacancies which are under review or are to be posted or which have been posted and the successful applicant has not yet been chosen or in the case of a maternity/parental leave replacement. Such temporary appointments shall not exceed six (6) months except in the case of maternity/parental leave replacements or by mutual agreement between the Employer and the Union. This will not preclude the present practice of hiring students to fill vacant permanent positions for the summer period between academic terms.

The Employer shall provide on a monthly basis a list of casual and temporary appointments in the bargaining unit. Such list shall contain the name and classification of each such employee.

12.2.3 **Bypass of Position Vacancy Posting**

The Employer need not post a vacancy when the Employer wishes to fill the position with an employee who has been displaced from his/her regular position as a result of extended illness, extended leave of absence, or failure to perform satisfactorily in his/her regular position or with an employee who has received notice of layoff but is still employed.

In these instances the position of recall shall not be of a higher classification than the previously held position.

12.2.4 **Application for Position Vacancy**

Employees will be required to apply in writing on or before the closing date indicated on the job vacancy notice for any job posted for which they wish to be considered.

12.2.5 **Limitation on Application for Position Vacancy**

The Employer will consider applications from employees wishing to make lateral transfers to positions for which they are qualified when a vacancy occurs but such applications will not necessarily be given preference unless the employee has completed a reasonable employment period of not less than sixty (60) full working days in his/her present job.

12.2.6 **Selection for Position Vacancy**

The Employer agrees that senior employees shall have preference in connection with new positions, promotions and transfers provided that their qualifications are relatively equal. The Employer shall consider qualifications which are demonstrably applicable to the position.

12.2.7 **Notice of Selection Decision Results**

The Employer will post a notice on the Human Resources website, within five (5) working days, sending a copy to the Union that summarizes the result of posted jobs. 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.

12.2.8 **Reasons for Selection Decision**

Should differences arise with respect to any employee applying for any of the positions mentioned herein Human Resources shall provide reasons why such employee was not selected for said position.

12.3 **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 Department within the Faculty of Engineering.

Where either a new employee or an employee currently employed or on layoff is appointed to a position which has been posted or to a position without posting (as per Clause 12.2.3) and the employee has not previously completed a probation period, he/she must successfully complete a 420 working hours probation period in that position unless the posting or appointment provides for a greater period.*

* (Normally a probation period will be 420 working hours, however due to the complexity of certain positions a greater period may be required. The maximum probation period will be 840 working hours subject only to an extension of the

probation period in accordance with Clause 12.3.1.)

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

During the probation period the employee’s performance will be reviewed periodically with the employee by the Employer/ supervisor.

12.3.1 Where the Employer/supervisor finds that there is reasonable doubt concerning an employee’s performance during the probation period, the Employer/supervisor may decide to extend the probation period by one additional period of time of up to 420 working hours. The Union will be notified in writing of any extension. The employee will be notified in writing of the extension, stating the area of concern.

12.3.2 If a new employee’s performance is found to be unsatisfactory during the probation period, his/her employment shall be terminated with five (5) working days written notice from the Employer or pay in lieu thereof. The employee’s vacation time is not to be used as part or all of the notice of termination.

12.4 **Trial Period**

Where an employee is either appointed to a position which has been posted or to a position without posting (as per Clause 12.2.3) and the employee has previously completed a probation period, he/she must successfully complete a trial period of 315 working hours in that position unless the posting or appointment provides for a greater period.*

* (Normally a trial period will be 315 working hours, however due to the complexity of certain positions a greater trial period may be required. The maximum trial period will be 630 working hours subject only to an extension of the trial period in accordance with Clause 12.4.1.)

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

12.4.1 During the trial period the employee’s performance will be reviewed periodically with the employee by the Employer/supervisor. Where the Employer/supervisor finds that there is reasonable doubt concerning an employee’s performance during the trial period, the Employer/supervisor may decide to extend the trial period by one additional period of time of up to 315 working hours. The Union will be notified in writing of any such extension. The employee will be notified in writing of the extension, stating the area of concern.

12.4.2 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 be transferred to his/her former

position, if the position is still vacant. If is/her position is no longer vacant, he/she shall be treated in accordance with the provisions outlined in Clause 20.1(1).

ARTICLE 13 – LEAVES OF ABSENCE

13.1 General Leave

If circumstances permit the Employer shall grant leave of absence without pay, provided that there is a justifiable reason. Such leaves shall normally be no longer than one (1) year. Any leave of absence beyond three (3) days shall be applied for and confirmed in writing. Such leave shall not affect seniority and superannuation rights 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. Authorized paid leaves of absence for bereavement shall be considered as work time for purpose of service and seniority.

13.2 Union Leave

If circumstances permit upon application therefore the Employer shall grant leave without pay to the Union President, the Union Secretary-Treasurer and other official delegates to attend meetings of the Local Union, Provincial Council Executive and Conventions of the Union and Arbitration or Labour Board Proceedings in order that they may carry out their duties on behalf of the Union.

13.3 Jury or Witness Duty

Should any employee be subpoenaed as a witness or called to perform Jury Duty, he/she shall upon request to his/her supervisor be granted leave of absence and 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.

13.4 Compassionate Leaves

13.4.1 Bereavement Leave

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

An employee shall normally be granted one (1) regularly scheduled work day bereavement leave without loss of salary or wages in the case of the death of an

employee's brother-in-law, sister-in-law, son-in-law, and daughter-in-law, grandparent or grandchild.

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

An employee who has been employed for at least thirty (30) days may take up to three (3) days of unpaid leave on the death of a family member not listed above.

Casual employees are not eligible for paid bereavement leave.

13.4.2 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks to provide care or support to a seriously ill family member subject to the following conditions:

- (a) **Eligibility:** The employee must have worked for the University for at least thirty (30) days prior to the intended date of leave, unless otherwise agreed to by the Employer.
- (b) **Criteria:** The employee must provide a medical certificate from the family member's physician certifying that the employee's family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks and the family member requires the care or support of another family member;

A family member for the purposes of this Clause shall be defined as:

- (1) the employee's spouse or common-law partner (including same sex partner);
- (2) the employee's child or the child of his/her common-law partner;
- (3) the employee's parent or the spouse or the common-law partner of the employee's parent;
- (4) any other person who is a member of a class of persons prescribed in the Employment Standards Code Regulations.

- (c) **Notice:** The employee must apply in writing two (2) weeks prior to taking the leave, unless circumstances necessitate a shorter period.
- (d) **Leave:** The employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (e) **Return:** The employee may end their compassionate leave early by giving the Employer forty-eight (48) hours notice;

- (f) At the end of an employee's leave under this Clause, the Employer shall reinstate the employee to the position occupied when the leave began or in a comparable position with not less than the same wages and benefits.

13.5 **Special or Emergency Leave**

Under special circumstances or emergencies other leave may be granted at the discretion of the Employer.

13.6 **Maternity and Parental Leave**

There are two Maternity Leave Plans:

- (a) Plan A – Maternity Leave without Maternity Leave Allowance (Clauses 13.6.1, 13.6.2 & 13.6.5).
- (b) Plan B – Maternity Leave with Maternity Leave Allowance (Clauses 13.6.3, 13.6.4 & 13.6.5).

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

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

13.6.1 **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.

13.6.2 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 13.6.1 (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 13.6.1 (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.

13.6.3 **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 13.6.1

(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 Human Resources and Social Development Canada (HRSDC) has agreed that the member has qualified for and is entitled to such Employment 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.

13.6.4 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 13.6.2 (a) through (c) and in addition is entitled to Maternity Leave Allowance in accordance with the SUB plan 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 and (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.

13.6.5 **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 positions.
- (b) During the period of maternity leave – Plan A, seniority will accrue and vacation entitlement will not continue to accrue.
- (c) During the period of maternity leave – Plan B, seniority and vacation entitlement will continue to accrue.
- (d) Employees in receipt of SUB 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 6, Hours of Work. This amount is neither increased nor decreased as a result of either a paid holiday (Article 9) or Christmas-New Year’s vacation entitlement (Clause 10.11) falling during any given week of maternity leave under Plan B.
- (f) Staff Benefits coverage for employees in receipt of SUB 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 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.

13.7 **Parental Leave and Parental Leave Allowance**

The purpose of parental leave is to provide time off for childcare which is necessitated by 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 13.7.1, 13.7.2 & 13.7.5).
- (b) **Plan B** – Parental Leave with Parental Leave Allowance (Clauses 13.7.3, 13.7.4 & 13.7.5).

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

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

13.7.1 **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.

13.7.2 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.

13.7.3 **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 13.7.1 (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 Employment Insurance benefits and that the HRSDC has agreed that the

employee has qualified for and is entitled to such Employment Insurance 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.

13.7.4 An employee who qualifies for Plan B is entitled to and shall be granted Parental Leave in accordance with the SUB plan as follows:

- (a) The parental leave must 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 13.7.4 (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 thirteen (13) additional weeks if the above two-week waiting period applies, or a maximum of fifteen (15) 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.

13.7.5 **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 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 SUB 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 6, Hours of Work. This amount is neither increased nor decreased as a result of either a paid holiday (Article 9) or Christmas-New Year’s vacation entitlement (Clause 10.11) falling during any given week of Parental Leave under Plan B.
- (f) Staff Benefits coverage for employees in receipt of SUB 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 Parental Leave under Plan B 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.

13.8 **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 and Parental Leave plus the additional leave without pay is less than or equal to fifty-four (54) weeks.

13.9 **Unscheduled Family Care**

An employee shall be allowed up to one (1) working day to make appropriate arrangements for the continuing care and supervision of a member of his/her immediate family where the family member’s normal care giving arrangements (such as day care or home care) or a serious illness (such as a child with a fever or an accident or trauma) require the employee to attend and or arrange for continuing care.

For the purposes of this provision, the term “the employee’s immediate family” means the employee’s parent, spouse or dependant child.

ARTICLE 14 – GRIEVANCE PROCEDURE AND ARBITRATION

14.1 Grievance

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

14.1.1 Should any dispute arise between the Employer and the Union there shall be no suspension of work on account of such dispute, in accordance with the *Labour Relations Act of Manitoba* but an earnest effort shall be made by both Parties hereto to settle the dispute immediately and without delay.

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

14.2 Grievor

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

14.3 Written Grievance

All grievances shall be required to be set forth in writing.

A written grievance shall set forth the particulars or the nature of the grievance, the name(s) of the person(s) involved, the date(s) or approximate dates of any alleged violation, the number(s) of any Article(s)/Clause(s) of the Collective Agreement alleged to have been violated, the remedy sought and the signature of the grievor.

14.4 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 stage of the grievance procedure.

If a grievance is not referred to the next stage of the grievance procedure within the time limits agreed upon, the grievance will be deemed to have been withdrawn.

14.5 **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 holiday.

14.6 **Stage Bypassing**

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

14.7 **Employer Grievance**

An Employer grievance shall be defined as a grievance initiated by the Employer. An Employer grievance shall be set forth in writing and presented to the Union within ten (10) working days from the date of the occurrence of the circumstance giving rise to the grievance.

The Union shall have ten (10) working days from date of receipt of the grievance in which to reply in writing to the Employer. If the reply provided by the Union does not resolve the grievance and the Employer wishes to proceed with the grievance, then within ten (10) working days of receipt of the Union's reply, the grievance may be referred to arbitration in accordance with the provisions of Clause 14.11.

14.8 **Union Grievance**

A Union grievance shall be defined as a grievance initiated by the Union. A Union grievance shall be set forth in writing and processed in accordance with the grievance procedure as outlined in Clause 14.10.

14.9 **Employee Grievance**

An employee grievance shall be defined as a grievance initiated by an employee or group of employees. An employee grievance shall be set forth in writing and processed in accordance with the grievance procedure as outlined in Clause 14.10.

14.10 **Grievance Procedure**

First Stage:

Within five (5) working days of an event giving rise to a grievance, a statement shall be prepared in writing, signed by the employee and delivered by him/her, with or without the steward involved, directly to the appropriate Department Head or Dean. Alternately the employee may request the steward to present the signed grievance to the appropriate Department Head or Dean on his/her behalf. The Department Head or Dean may request the presence of the employee in any further process of the grievance.

The Department Head or Dean shall have five (5) 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 Union and to the appropriate Staff Relations Officer.

Second Stage:

If a settlement is not reached at the first stage of the grievance procedure, then within five (5) working days of receipt of the Department Head's or Dean's disposition the Union may request a second stage meeting with the Vice-President (Administration) or anyone appointed by him/her.

In a second stage meeting arranged by the Vice-President (Administration) between representatives of the Union and the Employer, the Union may include a full-time representative of the Union. All settlements of grievances between the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.

Third Stage:

In the event that settlement is not reached at the second stage, the Employer will file a written disposition within five (5) working days of the second stage meeting between the two Parties.

Within five (5) working days of receipt of the third stage disposition, the matter may be referred to arbitration in accordance with the provisions as outlined in Clause 14.11.

14.11

Arbitration

When, pursuant to Clauses 14.7 or 14.10 of the Collective Agreement, either Party requests that any grievance be submitted to arbitration, the Parties agree to the use of a single person arbitration board. The following persons will be called upon, on a rotation basis commencing with the first person on the list, who shall then serve at the first arbitration. Thereafter for each successive arbitration the person on the list immediately following the last person to have served as Arbitrator shall then be called upon to serve. In the event the person requested to serve as Arbitrator is unavailable, the next person on the list will be requested to serve.

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- 14.11.1 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance or matter.
- 14.11.2 No matter may be submitted to arbitration which has not been properly carried through all previous stages of the grievance procedure provided for in this Article.
- 14.11.3 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.
- 14.11.4 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.
- 14.11.5 Each of the Parties hereto, will jointly bear the expense of the Arbitrator.
- 14.11.6 The decision of the Arbitrator shall be final and binding on the employee, the Union, and the Employer.

ARTICLE 15 – NOTICE

15.1 Suspension or Dismissal

Employees who are suspended or dismissed resulting from cases of severe problems such as violent behaviour, insubordination, theft or sexual harassment (as per Article 17 - Discipline and Dismissal) shall not require prior notice of the suspension or dismissal, however such suspension or dismissal (as per Article 17) is required to be confirmed in writing.

15.2 Notice of Employee Resignation

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

Casual employees shall give a minimum of five (5) working days written notice of resignation to the Employer.

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

15.3 **Notice of Termination of Employee on Probation**

An employee on probation (as per Clause 12.3) whose employment is terminated shall be given five (5) working days notice of termination by the Employer.

15.3.1 Failure by the Employer to give notice as provided for in Clause 15.4 will require payment by the Employer in lieu of notice equivalent to the amount of notice which is lacking.

15.3.2 Vacation time is not to be used by the Employer as part or all of notice of termination.

15.4 **Notice of Resignation by Employee on Probation**

An employee on probation (as per Clause 12.3) shall give five (5) calendar days written notice of resignation to the Employer, however the Employer may waive the notice requirement if the Employer agrees that cause exists to justify lesser or no notice.

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

15.5 **Absence Without Authorization**

Any employee who is absent from work 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. Human Resources shall be notified prior to the implementation of this Clause. Human Resources will in turn notify the Union.

ARTICLE 16 – SAFETY AND HEALTH

16.1 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.

16.2 Employees working in any unsanitary or dangerous conditions shall be supplied with all the necessary tools, safety equipment, and protective clothing when needed.

- 16.3 The Employer will provide cost of transportation to his/her home for any employee whose shift begins or ends after 12:00 midnight and before 6:00 a.m. the following morning where the employee's residence is located within Winnipeg. This will not preclude the present practice of providing the cost of adequate transportation to his/her residence for any employee who is unable to reach his/her destination by Metro Transit by 12:00 midnight.
- 16.4 The Union shall have the right to participate in the University of Manitoba central Organizational Safety and Health Advisory (OSHA) Committee. The Union shall also have membership in Local Area Safety Committees in accordance with the Manitoba Workplace Safety and Health Act.
- 16.5 Safety Footwear

Employees are required to wear footwear appropriate for their work. Where the Employer requires the wearing of safety footwear due to the nature of the job the employee is performing, the University will reimburse the employee for CSA approved safety footwear for one hundred percent (100%) of the cost up to a maximum of one hundred and five dollars (\$105.00) per fiscal year; one hundred and thirty (\$130.00) per fiscal year effective April 1, 2012 and one hundred and fifty (\$150.00) per fiscal year effective April 1, 2013 upon presentation of a valid receipt. Casual employees shall be reimbursed upon completion of four hundred and twenty (420) hours of employment in such a position.

Employees may apply for reimbursement of more than one pair of safety footwear per year within their yearly or bi-annual maximum.

Employees may elect to combine two (2) years' maximum and apply for reimbursement every other fiscal year for one hundred percent (100%) of the cost up to a maximum of double the current year's safety allowance. Employees who have given notice of their intention to retire or resign are not eligible for this provision."

ARTICLE 17 – DISCIPLINE AND DISMISSAL

- 17.1 Employees shall not be suspended or dismissed except as outlined in Clause 17.2 without observance of the following steps:

(1) **Oral Warning**

The Employer shall meet with the employee for the purpose of discussing and resolving the problem. The employee shall be given reasonable notice by the Employer that the discussion is an Oral Warning in accordance with this Clause of the Collective Agreement. The employee may request the presence of a union representative at the meeting. The Employer will inform the employee of the areas of concern and 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.

An Oral Warning shall be deemed to have expired and the summary removed from the employment file after six (6) months of employment after the date of issuance, unless in that period of time further disciplinary action has been taken. The review and expiry dates shall be determined on the basis of time actually worked by the employee.

(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 shall be given to the employee specifying the area of concern and the remedial action to be taken. The Employer shall meet with the employee to review the content of the Letter of Warning.

The employee concerned may request the presence of a union representative at any such meeting. A copy of the Letter of Warning is to be sent to Human Resources. Human Resources will notify the Union in writing of all Letters of Warning.

Letters of Warning will be reviewed every three (3) months. A Letter of Warning will expire after six (6) months unless it is reconfirmed in writing. On the review date of a Letter of Warning an employee may request a discussion of the matter with management and may have the assistance of a union representative. When a Letter of Warning is no longer appropriate the employee will be so notified in writing and the Letter removed from his/her file. A copy of this Letter is to be sent to Human Resources which will in turn notify the Union in writing.

- (3) If after receiving a Letter of Warning the employee fails to show a significant improvement, or if a different problem(s) arises while a Letter of Warning is in effect, then the employee may be suspended without pay. Any suspension shall be confirmed in writing to the employee, indicating the duration of the suspension. A copy of the Letter of Suspension is to be sent to the Human Resources Department, which will in turn notify the Union in writing of the suspension.

A suspension without pay shall normally be up to three (3) days except when an employee is suspended in accordance with Clause 18.2 in which case the suspension may be for a longer period of time.

- (4) Subsequent to a suspension if the employee fails to improve or if a different problem(s) arises the employee will be dismissed. Any dismissal shall be confirmed in writing to the employee. A copy of the Letter of

Dismissal is to be sent to Human Resources which will in turn notify the Union in writing of the dismissal.

17.2 Unacceptable Behaviour

Notice or warning need not be given in cases of suspension or dismissal resulting from cases of severe problems such as (but not limited to) violent behaviour, insubordination, theft or sexual harassment.

17.3 Employee May Grieve Discipline

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

17.4 Just Cause

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

ARTICLE 18 – EMPLOYER’S RIGHTS

18.1 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 other qualifications for the job, and to hire, discharge, lay-off, suspend, discipline, promote, demote or transfer, and to control and regulate the use of all equipment and property and promote efficiency in all operations, provided, however, that in the exercise of the foregoing Employer’s rights the Employer shall not contravene the provisions of this Collective Agreement.

ARTICLE 19 – PROTECTION OF PROPERTY AND ESSENTIAL SERVICES

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

19.2 During any work stoppage arising from failure to reach agreement on renewal of this Collective Agreement, security staff and others, whose duties are essential to the protection of personnel or property will not be barred from access to the property.

19.3 Such access will be arranged by representatives of the Union and management.

19.4 A member of the Union will be given authority by the Union to approve requests by the Employer for staff to meet emergency situations.

ARTICLE 20 – LAY OFFS, RECALL, NOTICE OF TERMINATION OF EMPLOYMENT, SEVERANCE PAY, CONTRACTING OUT, TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

20.1 Lay Offs

There are three types of lay off provided for in this Collective Agreement, as identified following, and the definition of and provisions that apply to each are detailed in the Clauses indicated:

- (1) Position Discontinuance – Clauses 20.2 to 20.2.1
- (2) Temporary Lay Off – Clauses 20.3 to 20.3.1;
- (3) Lay Off of Casual Employees – Clauses 20.4 to 20.4.2

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.

20.2 Position Discontinuance

A Position Discontinuance is as a result of the discontinuance of the regular full time or regular part time position, or a reduction in the hours of work of the position.

Regular full-time and regular part-time employee/position are defined in Clause 12.1 of the Collective Agreement.

The provisions which may apply to a Position Discontinuance are as follows:

- (1) Notice of Position Discontinuance – Clause 20.2.1;
- (2) Transfer Into Vacant Position – Clause 20.2.2;
- (3) Notice of Termination of Employment/Time Off With Pay – Clauses 20.2.3 and 20.2.4 to 20.2.7;
- (4) Severance Pay – Clauses 20.2.3 and 20.2.8 to 20.2.12 and;
- (5) Period of Lay-off and Retention of Seniority – Designated Employee Clauses 20.2.13 to 20.2.15

20.2.1 Notice of Position Discontinuance

Regular full-time employees and regular part-time employees shall be given a minimum of fifteen (15) working days written Notice of Position Discontinuance by the Employer.

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.

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

A copy of the Notice of Position Discontinuance shall be sent to Human Resources, which in turn will notify the Union of the Position Discontinuance.

20.2.2 **Transfer Into Vacant Position**

The Employer, during the notice of Position Discontinuance, may transfer the employee into an available vacant position in accordance with the criteria set out following:

- (1) Vacant positions which may be considered are those that are of the same classification of that of the employee's current position and those that are up to two classifications lower than the classification level of the employee's current position;
- (2) For regular full-time employees, both regular full-time and regular part-time vacant positions shall be considered;
- (3) For regular part-time employees, only regular part-time vacant positions shall be considered; and
- (4) The employee must possess the minimum qualifications that normally would have been posted for the vacant position.

Where an employee elects to accept a vacant position under this Clause the normal posting requirements which would otherwise be required shall be waived.

Where an employee elects to accept a vacant position, which is of a lower classification or lesser hours of work than his/her pre-transfer position, and within one year of his/her transfer to the vacant position, the position is discontinued and there is no other vacant position available into which the employee may transfer, the provisions of Notice of Termination of Employment or Severance Pay shall be based on the employee's pre-transfer position and hours of work.

Where the employee elects to not accept the vacant position, he/she shall be laid off as of the end date of his/her Notice of Position Discontinuance, and the Notice of Termination of Employment or Severance Pay provisions shall not apply.

In addition, where the employee elects to not accept the vacant position, as of the end date of the employee's Notice of Position Discontinuance period, the employee's employment, seniority, benefit coverage, and pension coverage also shall terminate.

20.2.3 **Notice of Termination of Employment or Severance Pay or Lay-Off**

The Notice of Termination of Employment, Severance Pay or Lay-off provisions apply in the case where there has been no transfer to a vacant position in accordance with Clause 20.2.2 by reason that there is no available vacant position

to transfer the employee within the criteria set out in Clause 20.2.2.

In this case, an employee who is to be laid off as per Clause 20.2 shall be paid Severance Pay in accordance with Clauses 20.2.8 to 20.2.12 unless, by mutual agreement between the Employer and the employee, the employee will either

- i) Instead be provided with Notice of Termination of Employment in accordance with Clauses 20.2.4 to 20.2.7 or
- ii) Instead be provided with Period of Lay-off and Retention of Seniority as a Designated Employee in accordance with Clauses 20.2.13 to 20.2.15

20.2.4 **Notice of Termination of Employment/Time Off with Pay**

The Notice of Termination of Employment/Time Off With Pay provisions apply in the case where an employee is to be laid off in accordance with Clause 20.2, there has been no transfer to a vacant position in accordance with Clause 20.2.2, and by mutual agreement between Employer and employee, Notice of Termination of Employment/Time Off With Pay is agreed upon, as opposed to Severance Pay.

In this case, the employee shall be provided Notice of Termination of Employment and Time Off With Pay calculated as of the end date of his/her notice of lay off period, and based on the following formula:

Twenty (20) working days notice for the first year of seniority, plus ten (10) working days notice 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:

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

Notice of Termination of Employment Period = 115 working days – With the last 30 working days (of the 115) to be Time Off with Pay.

20.2.5 Notice Period to be Worked – The employee, during the Notice of Termination of Employment Period (less the last 30 working days thereof) shall be provided continued employment and shall be required to regularly attend at work.

20.2.6 Time Off with Pay During Notice Period – The employee, during the last 30 working days of the Notice of Termination of Employment Period shall be provided with time off with pay at his/her regular salary.

The 30 working days shall be considered regular work time, and during such time, vacation pay entitlement shall accrue, and benefit and pension coverage shall continue.

20.2.7 Notice/Termination of Employment, Lay Off, Seniority, Benefits – Where Notice of Termination of Employment is provided to an employee, the employee shall be laid off as of the end date of the employee’s Notice of Termination of Employment Period, and the employee’s employment, seniority, benefit coverage, and pension coverage also shall terminate as of that end date.

20.2.8 **Severance Pay**

The Severance Pay provisions apply in the case where an employee is to be laid off in accordance with Clause 20.2, there has been no transfer to a vacant position in accordance with Clause 20.2.2, and there is no mutual agreement between the Employer and employee to provide Notice of Termination of Employment as opposed to Severance Pay.

In this case, the employee shall be paid Severance Pay, calculated on the employee’s salary as of the end date of his/her notice of lay off period, and based on 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:

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

Severance Pay = 115 working days x daily salary (hourly rate X 7 hours).

20.2.9 Severance Pay when Paid – Severance Pay is payable as at the end date of the employee’s notice of lay off period.

20.2.10 Severance Pay How Paid – The University, at the election of the employee, will pay the Severance Pay to the employee in a lump sum amount and/or remit a portion of the Severance Pay to an RRSP or similar to the extent the RRSP or similar remittance is allowed by law.

20.2.11 Severance Pay/Termination of Employment, Lay Off, Seniority, Benefits – Where Severance Pay is paid to an employee, the employee shall be laid off as of the end date of the employee’s Notice of Lay Off Period, and the employee’s employment, seniority, benefit coverage, and pension coverage also shall terminate as of that end date.

20.2.12 Severance Pay and Return to Work – An employee who is laid-off and in receipt of Severance Pay from the University, and subsequently returns to work at the

University in either a regular full-time or regular part-time position, as defined in Clause 12.1 of the Collective Agreement, 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-layoff seniority also shall be restored.

20.2.13 **Designated Employee**

A Designated Employee is an employee who has been laid-off due to a Position Discontinuance of a full-time or par-time continuing position.

The Designated Employee provision apply in the case where an employee is to be laid off in accordance with Clause 20.2, there has been no transfer to a vacant position in accordance with Clause 20.2.2, and the employee opts to forgo Severance Pay, or Notice of Termination of Employment/Time Off with Pay as per Clause 20.2.3.

20.2.14 **Designated Employee - Period of Lay-off and Retention of Seniority**

An employee who is laid off (subject to clause 20.2.13) shall retain his/her lay-off status and seniority for up to:

Twelve (12) months for a regular full time and regular part time employee as defined in Clause 12.1 and

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 CUPE positions will be made available to the employee.

20.2.15 **Designated Employee - Applications for Posted Vacancy During Lay-Off**

Where a posted vacancy exists and provided that the posted vacancy is not of a higher classification level than that which the Designated employee held immediately prior to lay-off, preference will be given to the laid off Designated employee with the greater seniority who has applied for the posted vacancy and who possesses the minimum qualifications that have been posted for the position.

Where a posted vacancy exists and the posted vacancy is of a higher classification level than that which the Designated employee held immediately prior to lay-off, the selection for vacancy and related provisions of 12.2.6 of the Collective Agreement shall apply.

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

20.3 **Temporary Lay Off**

A Temporary Lay Off is the lay off of a regular full-time or regular part-time employee from a regular full-time or regular part-time position for a short-term period of up to a maximum of ten (10) working days.

In the case of a temporary lay off, the employee shall be placed directly into (temporary) lay off and the provisions of Clauses 20.2 through 20.2.15 shall not apply.

Regular full-time and regular part-time employee/position are defined in Clause 12.1 of the Collective Agreement.

20.3.1 **Notice of Temporary Lay Off**

Regular full-time employees and regular part-time employees shall be given a minimum of five (5) working days written Notice of Temporary Lay Off by the Employer.

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.

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

20.4 **Lay Off of Casual and Project Employees**

The Lay Off of a Casual Employee is the lay off of a casual employee as defined in Clause 12.1 of the Collective Agreement.

The Lay Off of a Project Employee is the lay-off of a project employee as defined in Clause 12.1 of the Collective Agreement.

In the case of the lay off of a casual or project employee, the employee shall be placed directly into lay off and the provisions of Clauses 20.2 through 20.2.15 and 20.3 through 20.3.1 shall not apply.

20.4.1 **Notice of Casual and Project Employees Lay Off**

Casual employees shall be given twenty-four (24) hours notice of lay off by the Employer.

Project Employees will receive seven (7) days written notice of lay-off by the Employer.

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.

The Union shall be notified of all project employees who are laid off.

20.4.2 **Period of Layoff and Retention of Seniority**

An employee who is laid off (subject to clause 20.4.1) shall retain his/her lay-off status and seniority for up to:

- a) Twelve (12) months for a project employee as defined in Clause 12.1 and
- b) Nine (9) months for a temporary or casual employee as defined in Clause 12.1

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 CUPE positions will be made available to the employee.

20.5 **Recall**

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.

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.

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.

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.

20.6 **Contracting Out**

The Union recognizes in order to promote an efficient operation, that the Employer cannot be restricted in contracting work out. The Employer, however, agrees that members of the bargaining unit shall not suffer any loss of earnings, other than premium pay, or be laid off on account of such work being contracted out.

20.7 **Technological and Organizational Change**

It is recognized by the Employer and the Union 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, calls for understanding and care on the part of the Employer and willingness to face reasonable readjustments on the part of the employee concerned. The Employer shall provide notice of technological change in accordance with the *Labour Relations Act*, Chapter L10, Section 83(1).

20.7.1

If:

- (a) A regular employee will be displaced from his/her position by an organizational or technological change, 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:

- (i) The duties of the position, and
- (ii) Any retraining required.

The employee shall then be offered the position. If he/she refuses the position then Clause 20.7.6.3 shall apply. If he/she accepts the position then Clause 20.7.6.2 shall apply. At any meeting arranged to discuss the above information the employee may request the presence of a Union representative.

20.7.2

The employee will continue to receive his/her previous wage for his/her retraining period. Should the period of retraining exceed three (3) months, then after three (3) months his/her wage will be that of the new position.

20.7.3

Where employees refuse to accept alternative positions in accordance with Clause 20.7.6.1, 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.

20.7.4

When technological or organizational changes will result in a reduction or displacement of significant numbers of employees, the Employer will notify the Union 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 to determine a fair and right solution of the problem of employee(s) who are displaced by organizational or technological change.

20.8

Financial Exigency

The technological and organizational change or contracting out provisions of this Article shall not apply in the event that a state of financial exigency exists. In this situation the Employer will be subject to the provisions of the *Labour Relations Act* and Clauses 20.1 through 20.2.1513 of the Collective Agreement.

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

ARTICLE 21 – LABOUR-MANAGEMENT RELATIONS COMMITTEE

- 21.1 The Employer and the Union agree to cooperate in the establishment and operation of a joint Labour-Management Relations Committee composed of an equal number of representatives of the Employer and its employees and governed by rules and regulations mutually drawn up and agreed upon.
- 21.2 The purpose of the Committee shall be to provide a means by which to facilitate and promote cooperation, understanding, confidence and harmonious relations between labour and management.
- 21.3 The mandate of the Committee shall be to discuss any matter which is mutually agreed by the Parties to be of mutual benefit or concern but the Committee shall not have the power to add to or modify the Collective Agreement.

ARTICLE 22 – COLLECTIVE AGREEMENT PRINTING AND DISTRIBUTION

- 22.1 It is the objective of the Parties to this Collective Agreement to communicate the terms, conditions, and intent of the Collective Agreement to all concerned. In order to best achieve this objective it is agreed that the Employer will supply a copy of the Collective Agreement to each supervisor and the Union will supply a copy of the Collective Agreement to each employee within its jurisdiction.
- 22.2 To achieve economies in printing it is agreed that the Employer and the Union will cooperate in preparing and printing the Collective Agreement and printing costs will be shared on a pro-rata basis dependent on the number of Collective Agreements required by each.

ARTICLE 23 – STAFF BENEFITS AND REDUCED APPOINTMENTS

23.1 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 or the Pension Committee as applicable.

23.1.1 All employees shall receive a summary of all benefits referred to in Clause 23.1.

23.1.2 The Union shall be supplied with an up-to-date master copy and revisions thereto of the staff benefits referred to in Clause 23.1.

23.2 **Reduced Appointments**

A reduced appointment is a limited-time reduction from a 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.

23.2.1 There are two (2) 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. 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 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 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.

23.2.2 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.

23.2.3 A reduced appointment taken in accordance with 23.2.1 (1) may be ended earlier than originally determined by mutual agreement between the Employer and employee.

23.2.4 The maximum reduction in the hours of work from full-time employment as a result of the reduced appointment shall be fifty percent (50%) and the total number of years an employee may be on a reduced appointment shall be five (5) years.

23.2.5 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. Reduced appointments must commence on the first day of a pay period.

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

Increased cost for the Employer resulting from the reduced appointment is an example of a legitimate reason for denying a reduced appointment request.

23.2.6 An application for a reduced appointment shall be submitted through the Department Head and the Dean/Director to the Executive Director of Human Resources. The application shall be accompanied by the recommendations of the applicant's Department Head and Dean/Director.

23.2.7 If the Executive Director of Human Resources so recommends, a reduced appointment may be granted. In developing his/her recommendation, the Executive Director of 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.

23.2.8 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.

23.2.9 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.

23.2.10 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 23, Staff Benefits. Except as provided in Clause 23.2.9 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.

23.2.11 The contributions and coverage under the Long Term Disability Plan shall be based on the employee's Actual Salary.

23.2.12 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.

- 23.2.13 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.
- 23.2.14 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.
- 23.2.15 An employee whose application for a reduced appointment is approved shall receive a letter of appointment from the Executive Director of 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.
- 23.2.16 The duties of the employee on a reduced appointment may involve any combination of the employee's former duties.
- 23.2.17 No reduced appointment shall take effect until and unless the employee indicates in writing to the Executive Director of Human Resources his/her acceptance of the reduced appointment and all of its terms and conditions as specified in the letter of appointment.
- 23.2.18 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 24 – CLASSIFICATION ADMINISTRATION

24.1 Employer's Right to Determine Job to be Performed/Job Descriptions

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 Dean prior to evaluation.

24.1.1 The Employer will ensure that a job description exists for each employee's position where the job is continuous on a weekly basis.

24.1.2 Human Resources will make available to the employee guidelines and forms for writing job descriptions and will strive to ensure that every job description is clear, complete and up-to-date.

24.1.3 Within twenty (20) working days of an employee's successful completion of a probationary or trial period the employee and the immediate supervisor shall meet to review the appropriateness of the job description for the employee's position. The immediate supervisor or the Department Head shall inform both Human Resources and the Union of the results of that review.

24.2 **Classification of Positions**

Positions of all employees who work continuously on a weekly basis shall be classified under the classification names and Hay point ranges specified in Schedule "A". New classifications may be created during the term of this Collective Agreement, provided that the two Parties agree upon each new classification's name, Hay point range, classification specification and salary range in a Letter of Understanding.

The Employer agrees to notify the Union of any changes to the classification specifications of those classifications 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 Union.

24.3 **Classification Review**

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 the Dean 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 the Dean to Human Resources for review.

The employee, supervisor, Department Head or Dean may initiate a Request for Classification Review.

Within three (3) calendar months of the date on the Request for Classification Review form, the employee and supervisor shall be notified in writing of the final 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.

- 24.3.1 Human Resources will acknowledge receipt of all Requests 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.

- 24.3.2 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 complete, 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.

- 24.4 **Joint Classification Appeals Committee**

A Joint Classification Appeals Committee shall be established and shall consist of a minimum of one (1) and a maximum of two (2) representatives for each of the Union 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.

- 24.4.1 The Joint Classification Appeals Committee shall meet to resolve appeals of job classifications. 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 Chairman 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.

24.4.2 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.

24.4.3 The position which was the subject of the appeal may not be the subject of a subsequent appeal until either:

- (a) Six (6) months have elapsed since the decision was rendered by the Committee; or
- (b) The level of the job content for the position shall have seen a significant change, as determined by Human Resources, and has been processed by that Office.

24.4.4 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". In the event a position cannot be classified within the classifications outlined in Schedule "A", 24.2 shall apply.

24.5 **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 biweekly pay period as determined in a manner analogous to that outlined in Clause 25.6.2.

ARTICLE 25 – SALARY ADMINISTRATION

25.1 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 25.3. This process is referred to as a temporary appointment.
- (c) The employee is transferred to a new position in accordance with Article 12 concerning transfers. This process is referred to as a transfer.
- (d) The employee's job changes as a result of a significant change in the job by the addition or deletion of duties or responsibilities. This process is referred to as a reclassification.

25.2 **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:

- (i) greater than the employee's current salary;
- (ii) 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:

- (i) greater than the employee's current salary;
- (ii) 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 one step in the lower classified position. In no case may the employee be appointed at a salary which:

- (i) is less than step 1 of the higher classified position;
- (ii) is greater than the maximum step value of the higher classified position.

25.3 Temporary Appointments

Where an employee is directed to perform and does perform, for a period of one (1) full working day all of the duties of an employee who has, according to Schedule "A" hereto, a classification entitling him/her to a rate of pay higher than the first mentioned employee, then he/she shall be paid for all time performing such duties at the rate of a maximum of two (2) pay steps above his/her own but not to exceed the rate of pay the employee would have received had he/she successfully bid on the position which he/she is relieving.

The above wage adjustment will not apply in the case of an employee who is assigned for training and relief purposes to take over the duties of his/her immediate supervisor for a period of up to twenty-five (25) accumulative working days. Where the employee relieves in this manner beyond the twenty-five (25) working days he/she will be paid as if he/she had bid on the position.

"All of the duties" under this Clause means essentially those duties that would have been performed by the incumbent during the period in which he/she was replaced and are those duties that make it a higher classification.

25.4 Reclassifications

The salary considerations for a reclassification are the same as for an appointment as outlined in Clause 25.2, however, the action initiating a salary change would result from the procedure outlined in Article 24.

25.5 New Hires

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. Human Resources must be consulted in all cases.

When a new hire is appointed at step 2 or higher, the Employer shall provide, upon request from the Union and within ten (10) working days of that request, the reasons for hiring at the higher step.

25.6 Step Increase Review Date

- (a) 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 signing, except as provided for in Clause 25.6 (c) and additionally, except as provided for in Clause 25.6.4 when an employee works less than the regular full-time hours of work as defined in Clause 6.1.
- (b) A new employee's Step Increase Review Date shall be the calendar date following one (1) year from the date of original appointment, except as provided for in Clause 25.6 (c) and additionally, except as provided for in Clause 25.6.4 when an employee works less than the regular full-time hours of work as defined in Clause 6.1.
- (c) An employee's Step Increase Review Date in any calendar year will change:
 - (1) When an employee is appointed to a position at a lower classification in accordance with Clause 12.2.3 or 12.2.6, in which case the employee's Step Increase Review Date will change to the calendar date of the appointment.
- (d) An employee's Step Increase Review Date in any calendar year will not change:
 - (1) When an employee is promoted (i.e. appointed to a position at a higher classification in accordance with Clause 12.2.3 or 12.2.6); or,
 - (2) When an employee is the incumbent in a job that is reclassified to a higher classification level in accordance with Clause 24.5.

25.6.1 An employee will receive a one (1) step increase, in accordance with Schedule "A", on the employee's step increase review date; however, the Employer reserves the right to withhold a step increase where there is a reasonable doubt that an employee's performance meets acceptable standards for his/her position. The employee will be given a letter before the Step Increase Review Date outlining reasons for withholding the increase and stating the 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 Clause does not preclude the use of any required disciplinary action as outlined in Article 18.

- 25.6.2 The effective date of the increase shall be the first day of the biweekly pay period if the step increase review date falls in the first seven (7) calendar days of the biweekly pay period. If the step increase review date falls in the last seven (7) calendar days of the biweekly period, the effective date of the increase shall be the first day of the biweekly pay period next following.
- 25.6.3 A step increase may not increase an employee's salary beyond the maximum step value of the employee's job classification.
- 25.6.4 Employees working less than the regular full-time hours of work as defined in Clause 6.1, shall be considered for the aforementioned step increases when the equivalent of one (1) year full-time service, six (6) months full-time service or three (3) months full-time service (in accordance with Schedule A) is achieved in their current position.

ARTICLE 26 – EMPLOYMENT EQUITY

- 26.1 The University of Manitoba and the Canadian Union of Public Employees (CUPE) 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, i.e. women, aboriginal peoples, persons with disabilities and visible minorities, and;
 - (b) Cooperate in the identification and implementation of steps (including amendments to the Collective Agreement if necessary and agreed upon by the Parties) to improve the employment status of these designated groups by increasing their participation in all levels of employment in the CUPE bargaining unit.

26.2 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 27 – EMPLOYEE ASSISTANCE PROGRAM

27.1 UM EAP Coverage

The University of Manitoba Employee Assistance Program (UM EAP) (effective January 1, 1991) shall cover all employees covered by the Collective Agreement.

27.2 UM EAP Advisory Committee

The Union shall be entitled to have one (1) representative on the UM EAP Committee.

ARTICLE 28 – NO STRIKES/NO LOCKOUTS

28.1 The Union undertakes that there will be no strike during the term of this Collective Agreement nor will the Union take part in sympathy strikes.

28.2 The Employer undertakes that there will be no lockout during the term of this Collective Agreement.

28.3 The definitions of the words “strike” and “lockout”, for the purposes of this Collective Agreement, are as defined in the *Labour Relations Act of Manitoba*.

ARTICLE 29 – DURATION, SETTLEMENT PAY, TERMINATION AND RENEWAL OF COLLECTIVE AGREEMENT

29.1 Duration

This Collective Agreement shall be in effect from the 18th day of September, 2010, and shall continue in force until the 14th day of September 2014.

29.2 Salaries

Salaries applicable to this Collective Agreement shall be in accordance with the Addendum to the (2010 - 2014) Collective Agreement Re: Schedule A Salaries.

29.3 Termination Date

This Collective Agreement shall terminate at the end of the calendar day on the 14th day of September 2014.

29.4 Renewal

If either Party to this Collective Agreement should desire to renew and revise this Collective Agreement, then not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the termination date established in Clause 29.3,

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

29.5

Post-Termination Date Period

If either Party to this Collective Agreement serves notice to the other Party to renew and revise the Collective Agreement in accordance with Clause 29.4 but a new Collective Agreement is not concluded between the Parties by the termination date of this Collective Agreement, September 14, 2014 this Collective Agreement shall remain in full force and effect until whichever of the following occurs first:

- (a) A new Collective Agreement is concluded; or
- (b) Either a strike or lockout occurs; or
- (c) A period of 12 months commencing September 14, 2014 and ending September 12, 2015 elapses.

**ADDENDUM TO THE SEPTEMBER 18, 2010 – SEPTEMBER 14, 2014
COLLECTIVE AGREEMENT BETWEEN THE UNIVERSITY OF MANITOBA
(FACULTY OF ENGINEERING) AND THE CANADIAN UNION OF PUBLIC
EMPLOYEES (CUPE) LOCAL 1482**

RE: SALARY INCREASES

1. Schedule A Salaries – Increase 2012/13

Effective September 15, 2012 all Schedule A classification salaries shall be increased by 1.25% equalization payment plus 2.9% General Wage Increase over and above the salaries contained in Schedule A for the period ending September 17, 2010.

2. Schedule A Salaries – Increase 2013/14

Effective September 14, 2013, all Schedule A classification salaries shall be increased by 2.9% over and above the salaries in effect for the period ending September 13, 2014.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by the Employer on the _____ day of _____, 2011 and by the Union on the _____ day of _____, 2011.

FOR THE UNIVERSITY OF MANITOBA

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1482**

Ms Janice Lederman
Chair, Board of Governors

Mr. Erwin Dirks
President

Mrs. Deborah McCallum
Vice-President (Administration)

Ms Paula Raposo
National Representative

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1482

RE: ANNUAL CHRISTMAS-NEW YEAR'S BREAK

1. Clauses 9.1, 9.1.2 and 9.1.3 of the 1987-89 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 and 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.

2. Clause 10.11 of the 1987-89 Collective Agreement provides for three (3) days paid Christmas-New Year's Vacation Entitlement which is to normally be taken in conjunction with the annual Christmas-New Year's Break.
3. The combination of holidays (Clauses 9.1, 9.1.2 and 9.1.3) and Christmas-New Year's Vacation Entitlement (Clause 10.11) constitute the annual Christmas-New Year's Break.
4. The annual Christmas-New Year's Break shall be administered as follows:

- a) 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 Union shall be notified in writing of the calendar days so designated.

c) Alternate Arrangements

If alternate arrangements, with respect to the day(s) the aforementioned holidays and/or Vacation Entitlement are observed, are necessary due to the nature of the operation of any given department or area of the University, said arrangements shall be determined by the Department 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 9.6 of the Collective Agreement.

Signed by the University this 10th day of May, 1988.

Signed by the Union this 9th day of May, 1988.

FOR THE UNIVERSITY OF MANITOBA

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1482

“Original Signed”

“Original Signed”

“Original Signed”

“Original Signed”

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA (UM)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1482 (CUPE)

RE: CLASSIFICATION ADJUSTMENTS

This Letter of Understanding was entered into between the UM and CUPE during collective bargaining for the 2010-2014 UM-CUPE 1482 Collective Agreement.

The UM agrees that, where classifications in CUPE are the same in AESES, then any classification adjustments negotiated by AESES in the 2011 bargaining round will also be provided to the same classifications in CUPE, taking effect at the same time.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by the Employer on the _____ day of _____, 2011 and by the Union on the _____ day of _____, 2011.

**FOR THE UNIVERSITY OF
MANITOBA**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL
1482**

LETTER OF UNDERSTANDING

BETWEEN:

THE UNIVERSITY OF MANITOBA (UM)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1482 (CUPE)

RE: PREMATURE CONCLUSION OF PROJECT POSITIONS

This Letter of Understanding was entered into between the UM and CUPE during collective bargaining for the 2010-2014 UM-CUPE 1482 Collective Agreement.

Where either a project full-time position or a project part-time position (as described in Clause 12.1) is concluded in advance of the date specified as its anticipated end date, the incumbent in the position shall receive notice of at least two (2) weeks in advance of the revised end date.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by the Employer on the _____ day of _____, 2011 and by the Union on the _____ day of _____, 2011.

**FOR THE UNIVERSITY OF
MANITOBA**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL
1482**

CUPE LOCAL 1482 SCHEDULE "A WAGES

SEPTEMBER 18, 2010 TO SEPTEMBER 14, 2012

CLASSIFICATION	Step	Hourly	Biweekly	Approximate Annual
Admin. Assistant 1 (35 hours/week) (271-331 Hay Points)	1	\$22.73	\$1,591.10	\$ 41,368.60
	2	\$23.54	\$1,647.80	\$ 42,842.80
	3	\$24.40	\$1,708.00	\$ 44,408.00
	4	\$25.25	\$1,767.50	\$ 45,955.00
	5	\$26.12	\$1,828.40	\$ 47,538.40
	6	\$27.09	\$1,896.30	\$ 49,303.80
	7	\$27.49	\$1,924.30	\$ 50,031.80
	8	\$27.91	\$1,953.70	\$ 50,796.20
	9	\$28.33	\$1,983.10	\$ 51,560.60
	10	\$28.82	\$2,017.40	\$ 52,452.40
Admin. Assistant 2 (35 hours/week) (332-382 Hay Points)	1	\$23.82	\$1,667.40	\$ 43,352.40
	2	\$24.74	\$1,731.80	\$ 45,026.80
	3	\$25.67	\$1,796.90	\$ 46,719.40
	4	\$26.66	\$1,866.20	\$ 48,521.20
	5	\$27.64	\$1,934.80	\$ 50,304.80
	6	\$28.69	\$2,008.30	\$ 52,215.80
	7	\$29.12	\$2,038.40	\$ 52,998.40
	8	\$29.55	\$2,068.50	\$ 53,781.00
	9	\$30.00	\$2,100.00	\$ 54,600.00
	10	\$30.52	\$2,136.40	\$ 55,546.40
Admin. Assistant 3 (35 hours/week) (383-433 Hay Points)	1	\$25.85	\$1,809.50	\$ 47,047.00
	2	\$26.84	\$1,878.80	\$ 48,848.80
	3	\$27.82	\$1,947.40	\$ 50,632.40
	4	\$28.90	\$2,023.00	\$ 52,598.00
	5	\$29.95	\$2,096.50	\$ 54,509.00
	6	\$31.15	\$2,180.50	\$ 56,693.00
	7	\$31.61	\$2,212.70	\$ 57,530.20
	8	\$32.08	\$2,245.60	\$ 58,385.60
	9	\$32.57	\$2,279.90	\$ 59,277.40
	10	\$33.13	\$2,319.10	\$ 60,296.60
Office Assistant 1 (35 hours/week) (101-126 Hay Points)	1	\$13.63	\$ 954.10	\$ 24,806.60
	2	\$14.01	\$ 980.70	\$ 25,498.20
	3	\$14.41	\$1,008.70	\$ 26,226.20

Office Assistant 2 (35 hours/week) (127--152 Hay Points)	1	\$16.53	\$1,157.10	\$ 30,084.60
	2	\$16.88	\$1,181.60	\$ 30,721.60
	3	\$17.32	\$1,212.40	\$ 31,522.40
	4	\$17.80	\$1,246.00	\$ 32,396.00
	5	\$18.26	\$1,278.20	\$ 33,233.20
	6	\$18.80	\$1,316.00	\$ 34,216.00
	7	\$19.08	\$1,335.60	\$ 34,725.60
	8	\$19.37	\$1,355.90	\$ 35,253.40
	9	\$19.65	\$1,375.50	\$ 35,763.00
	10	\$19.99	\$1,399.30	\$ 36,381.80
Office Assistant 3 (35 hours/week) (153-183 Hay Points)	1	\$17.88	\$1,251.60	\$ 32,541.60
	2	\$18.45	\$1,291.50	\$ 33,579.00
	3	\$19.04	\$1,332.80	\$ 34,652.80
	4	\$19.68	\$1,377.60	\$ 35,817.60
	5	\$20.26	\$1,418.20	\$ 36,873.20
	6	\$20.89	\$1,462.30	\$ 38,019.80
	7	\$21.20	\$1,484.00	\$ 38,584.00
	8	\$21.52	\$1,506.40	\$ 39,166.40
	9	\$21.84	\$1,528.80	\$ 39,748.80
	10	\$22.22	\$1,555.40	\$ 40,440.40
Office Assistant 4 (35 hours/week) (184-224 Hay Points)	1	\$20.39	\$1,427.30	\$ 37,109.80
	2	\$21.03	\$1,472.10	\$ 38,274.60
	3	\$21.64	\$1,514.80	\$ 39,384.80
	4	\$22.26	\$1,558.20	\$ 40,513.20
	5	\$23.01	\$1,610.70	\$ 41,878.20
	6	\$23.74	\$1,661.80	\$ 43,206.80
	7	\$24.10	\$1,687.00	\$ 43,862.00
	8	\$24.46	\$1,712.20	\$ 44,517.20
	9	\$24.83	\$1,738.10	\$ 45,190.60
	10	\$25.26	\$1,768.20	\$ 45,973.20

Office Assistant 5	1	\$21.99	\$1,539.30	\$ 40,021.80
(35 hours/week)	2	\$22.62	\$1,583.40	\$ 41,168.40
(225-270 Hay Points)	3	\$23.34	\$1,633.80	\$ 42,478.80
	4	\$24.07	\$1,684.90	\$ 43,807.40
	5	\$24.89	\$1,742.30	\$ 45,299.80
	6	\$25.71	\$1,799.70	\$ 46,792.20
	7	\$26.10	\$1,827.00	\$ 47,502.00
	8	\$26.49	\$1,854.30	\$ 48,211.80
	9	\$26.89	\$1,882.30	\$ 48,939.80
	10	\$27.36	\$1,915.20	\$ 49,795.20

Programmer Analyst	1	\$27.32	\$1,912.40	\$ 49,722.40
(35 hours/week)	2	\$28.50	\$1,995.00	\$ 51,870.00
(307-357 Hay Points)	3	\$29.72	\$2,080.40	\$ 54,090.40
	4	\$31.01	\$2,170.70	\$ 56,438.20
	5	\$32.32	\$2,262.40	\$ 58,822.40
	6	\$33.68	\$2,357.60	\$ 61,297.60
	7	\$34.18	\$2,392.60	\$ 62,207.60
	8	\$34.70	\$2,429.00	\$ 63,154.00
	9	\$35.22	\$2,465.40	\$ 64,100.40
	10	\$35.84	\$2,508.80	\$ 65,228.80

Sys. Analyst/Comp. Prog.	1	\$31.64	\$2,214.80	\$ 57,584.80
(35 hours/week)	2	\$32.98	\$2,308.60	\$ 60,023.60
(358-418 Hay Points)	3	\$34.35	\$2,404.50	\$ 62,517.00
	4	\$35.84	\$2,508.80	\$ 65,228.80
	5	\$37.41	\$2,618.70	\$ 68,086.20
	6	\$39.01	\$2,730.70	\$ 70,998.20
	7	\$39.60	\$2,772.00	\$ 72,072.00
	8	\$40.19	\$2,813.30	\$ 73,145.80
	9	\$40.80	\$2,856.00	\$ 74,256.00
	10	\$41.51	\$2,905.70	\$ 75,548.20

Technician 1	1	\$15.15	\$1,060.50	\$ 27,573.00
(35 hours/week)	2	\$15.74	\$1,101.80	\$ 28,646.80
(145-180 Hay Points)	3	\$16.39	\$1,147.30	\$ 29,829.80
	4	\$17.00	\$1,190.00	\$ 30,940.00

Technician 2	1	\$17.00	\$1,190.00	\$ 30,940.00
(35 hours/week)	2	\$17.63	\$1,234.10	\$ 32,086.60
(181-221 Hay Points)	3	\$18.40	\$1,288.00	\$ 33,488.00
	4	\$19.09	\$1,336.30	\$ 34,743.80
	5	\$19.94	\$1,395.80	\$ 36,290.80
	6	\$20.79	\$1,455.30	\$ 37,837.80
	7	\$21.09	\$1,476.30	\$ 38,383.80
	8	\$21.41	\$1,498.70	\$ 38,966.20
	9	\$21.73	\$1,521.10	\$ 39,548.60
	10	\$22.11	\$1,547.70	\$ 40,240.20

Technician 3	1	\$19.09	\$1,336.30	\$ 34,743.80
(35 hours/week)	2	\$19.94	\$1,395.80	\$ 36,290.80
(222-267 Hay Points)	3	\$20.79	\$1,455.30	\$ 37,837.80
	4	\$21.64	\$1,514.80	\$ 39,384.80
	5	\$22.54	\$1,577.80	\$ 41,022.80
	6	\$23.51	\$1,645.70	\$ 42,788.20
	7	\$23.86	\$1,670.20	\$ 43,425.20
	8	\$24.22	\$1,695.40	\$ 44,080.40
	9	\$24.58	\$1,720.60	\$ 44,735.60
	10	\$25.01	\$1,750.70	\$ 45,518.20

Technician 4	1	\$21.64	\$1,514.80	\$ 39,384.80
(35 hours/week)	2	\$22.54	\$1,577.80	\$ 41,022.80
(268-328 Hay Points)	3	\$23.51	\$1,645.70	\$ 42,788.20
	4	\$24.49	\$1,714.30	\$ 44,571.80
	5	\$25.48	\$1,783.60	\$ 46,373.60
	6	\$26.56	\$1,859.20	\$ 48,339.20
	7	\$26.96	\$1,887.20	\$ 49,067.20
	8	\$27.36	\$1,915.20	\$ 49,795.20
	9	\$27.77	\$1,943.90	\$ 50,541.40
	10	\$28.26	\$1,978.20	\$ 51,433.20

Technician 5	1	\$23.51	\$1,645.70	\$ 42,788.20
(35 hours/week)	2	\$24.49	\$1,714.30	\$ 44,571.80
(329-399 Hay Points)	3	\$25.48	\$1,783.60	\$ 46,373.60
	4	\$26.56	\$1,859.20	\$ 48,339.20
	5	\$27.69	\$1,938.30	\$ 50,395.80
	6	\$28.87	\$2,020.90	\$ 52,543.40
	7	\$29.31	\$2,051.70	\$ 53,344.20
	8	\$29.75	\$2,082.50	\$ 54,145.00
	9	\$30.19	\$2,113.30	\$ 54,945.80
	10	\$30.72	\$2,150.40	\$ 55,910.40

Technician 6	1	\$26.56	\$1,859.20	\$ 48,339.20
(35 hours/week)	2	\$27.69	\$1,938.30	\$ 50,395.80
(400-480 Hay Points)	3	\$28.87	\$2,020.90	\$ 52,543.40
	4	\$30.13	\$2,109.10	\$ 54,836.60
	5	\$31.39	\$2,197.30	\$ 57,129.80
	6	\$32.71	\$2,289.70	\$ 59,532.20
	7	\$33.21	\$2,324.70	\$ 60,442.20
	8	\$33.70	\$2,359.00	\$ 61,334.00
	9	\$34.20	\$2,394.00	\$ 62,244.00
	10	\$34.80	\$2,436.00	\$ 63,336.00
Technician 7	1	\$30.13	\$2,109.10	\$ 54,836.60
(35 hours/week)	2	\$31.39	\$2,197.30	\$ 57,129.80
(481-561 Hay Points)	3	\$32.71	\$2,289.70	\$ 59,532.20
	4	\$34.10	\$2,387.00	\$ 62,062.00
	5	\$35.61	\$2,492.70	\$ 64,810.20
	6	\$37.12	\$2,598.40	\$ 67,558.40
	7	\$37.67	\$2,636.90	\$ 68,559.40
	8	\$38.24	\$2,676.80	\$ 69,596.80
	9	\$38.81	\$2,716.70	\$ 70,634.20
	10	\$39.49	\$2,764.30	\$ 71,871.80

CUPE LOCAL 1482 SCHEDULE "A WAGES

SEPTEMBER 15, 2012 TO SEPTEMBER 13, 2013

CLASSIFICATION	Step	Hourly	Biweekly	Approximate Annual
Admin. Assistant 1 (35 hours/week) (271-331 Hay Points)	1	\$23.68	\$1,657.71	\$ 43,100.39
	2	\$24.53	\$1,716.78	\$ 44,636.31
	3	\$25.42	\$1,779.50	\$ 46,267.03
	4	\$26.31	\$1,841.49	\$ 47,878.79
	5	\$27.21	\$1,904.94	\$ 49,528.48
	6	\$28.22	\$1,975.68	\$ 51,367.78
	7	\$28.64	\$2,004.86	\$ 52,126.26
	8	\$29.08	\$2,035.49	\$ 52,922.66
	9	\$29.52	\$2,066.12	\$ 53,719.06
	10	\$30.03	\$2,101.85	\$ 54,648.19

Admin. Assistant 2 (35 hours/week) (332-382 Hay Points)	1	\$24.82	\$1,737.20	\$ 45,167.24
	2	\$25.78	\$1,804.30	\$ 46,911.73
	3	\$26.74	\$1,872.12	\$ 48,675.19
	4	\$27.78	\$1,944.32	\$ 50,552.42
	5	\$28.80	\$2,015.80	\$ 52,410.68
	6	\$29.89	\$2,092.37	\$ 54,401.68
	7	\$30.34	\$2,123.73	\$ 55,217.05
	8	\$30.79	\$2,155.09	\$ 56,032.41
	9	\$31.26	\$2,187.91	\$ 56,885.69
	10	\$31.80	\$2,225.84	\$ 57,871.71

Admin. Assistant 3 (35 hours/week) (383-433 Hay Points)	1	\$26.93	\$1,885.25	\$ 49,016.51
	2	\$27.96	\$1,957.45	\$ 50,893.73
	3	\$28.98	\$2,028.92	\$ 52,752.00
	4	\$30.11	\$2,107.69	\$ 54,799.88
	5	\$31.20	\$2,184.26	\$ 56,790.88
	6	\$32.45	\$2,271.78	\$ 59,066.31
	7	\$32.93	\$2,305.33	\$ 59,938.56
	8	\$33.42	\$2,339.61	\$ 60,829.77
	9	\$33.93	\$2,375.34	\$ 61,758.90
	10	\$34.52	\$2,416.18	\$ 62,820.77

Office Assistant 1	1	\$14.20	\$ 994.04	\$ 25,845.07
(35 hours/week)	2	\$14.60	\$1,021.75	\$ 26,565.62
(101-126 Hay Points)	3	\$15.01	\$1,050.93	\$ 27,324.09
Office Assistant 2	1	\$17.22	\$1,205.54	\$ 31,344.02
(35 hours/week)	2	\$17.59	\$1,231.06	\$ 32,007.68
(127--152 Hay Points)	3	\$18.05	\$1,263.15	\$ 32,842.01
	4	\$18.55	\$1,298.16	\$ 33,752.18
	5	\$19.02	\$1,331.71	\$ 34,624.42
	6	\$19.59	\$1,371.09	\$ 35,648.37
	7	\$19.88	\$1,391.51	\$ 36,179.30
	8	\$20.18	\$1,412.66	\$ 36,729.20
	9	\$20.47	\$1,433.08	\$ 37,260.13
	10	\$20.83	\$1,457.88	\$ 37,904.83

Office Assistant 3	1	\$18.63	\$1,304.00	\$ 33,903.87
(35 hours/week)	2	\$19.22	\$1,345.57	\$ 34,984.70
(153-183 Hay Points)	3	\$19.84	\$1,388.59	\$ 36,103.45
	4	\$20.50	\$1,435.27	\$ 37,317.01
	5	\$21.11	\$1,477.57	\$ 38,416.80
	6	\$21.76	\$1,523.52	\$ 39,611.40
	7	\$22.09	\$1,546.12	\$ 40,199.22
	8	\$22.42	\$1,569.46	\$ 40,806.00
	9	\$22.75	\$1,592.80	\$ 41,412.78
	10	\$23.15	\$1,620.51	\$ 42,133.34

Office Assistant 4	1	\$21.24	\$1,487.05	\$ 38,663.31
(35 hours/week)	2	\$21.91	\$1,533.73	\$ 39,876.87
(184-224 Hay Points)	3	\$22.55	\$1,578.21	\$ 41,033.55
	4	\$23.19	\$1,623.43	\$ 42,209.18
	5	\$23.97	\$1,678.13	\$ 43,631.33
	6	\$24.73	\$1,731.37	\$ 45,015.54
	7	\$25.11	\$1,757.62	\$ 45,698.17
	8	\$25.48	\$1,783.88	\$ 46,380.80
	9	\$25.87	\$1,810.86	\$ 47,082.39
	10	\$26.32	\$1,842.22	\$ 47,897.75

Office Assistant 5	1	\$22.91	\$1,603.74	\$ 41,697.21
(35 hours/week)	2	\$23.57	\$1,649.69	\$ 42,891.81
(225-270 Hay Points)	3	\$24.32	\$1,702.19	\$ 44,257.07
	4	\$25.08	\$1,755.43	\$ 45,641.29
	5	\$25.93	\$1,815.24	\$ 47,196.16
	6	\$26.79	\$1,875.04	\$ 48,751.04
	7	\$27.19	\$1,903.48	\$ 49,490.55
	8	\$27.60	\$1,931.93	\$ 50,230.07
	9	\$28.02	\$1,961.10	\$ 50,988.54
	10	\$28.51	\$1,995.38	\$ 51,879.75

Programmer Analyst	1	\$28.46	\$1,992.46	\$ 51,803.90
(35 hours/week)	2	\$29.69	\$2,078.52	\$ 54,041.41
(307-357 Hay Points)	3	\$30.96	\$2,167.49	\$ 56,354.76
	4	\$32.31	\$2,261.57	\$ 58,800.84
	5	\$33.67	\$2,357.11	\$ 61,284.85
	6	\$35.09	\$2,456.30	\$ 63,863.67
	7	\$35.61	\$2,492.76	\$ 64,811.77
	8	\$36.15	\$2,530.68	\$ 65,797.78
	9	\$36.69	\$2,568.61	\$ 66,783.80
	10	\$37.34	\$2,613.82	\$ 67,959.44

Sys. Analyst/Comp. Prog.	1	\$32.96	\$2,307.52	\$ 59,995.44
(35 hours/week)	2	\$34.36	\$2,405.24	\$ 62,536.34
(358-418 Hay Points)	3	\$35.79	\$2,505.16	\$ 65,134.12
	4	\$37.34	\$2,613.82	\$ 67,959.44
	5	\$38.98	\$2,728.33	\$ 70,936.46
	6	\$40.64	\$2,845.01	\$ 73,970.36
	7	\$41.26	\$2,888.04	\$ 75,089.11
	8	\$41.87	\$2,931.07	\$ 76,207.87
	9	\$42.51	\$2,975.56	\$ 77,364.54
	10	\$43.25	\$3,027.34	\$ 78,710.84

Technician 1	1	\$15.78	\$1,104.90	\$ 28,727.27
(35 hours/week)	2	\$16.40	\$1,147.92	\$ 29,846.03
(145-180 Hay Points)	3	\$17.08	\$1,195.33	\$ 31,078.55
	4	\$17.71	\$1,239.82	\$ 32,235.23

Technician 2	1	\$17.71	\$1,239.82	\$ 32,235.23
(35 hours/week)	2	\$18.37	\$1,285.76	\$ 33,429.83
(181-221 Hay Points)	3	\$19.17	\$1,341.92	\$ 34,889.89
	4	\$19.89	\$1,392.24	\$ 36,198.26
	5	\$20.77	\$1,454.23	\$ 37,810.02
	6	\$21.66	\$1,516.22	\$ 39,421.78
	7	\$21.97	\$1,538.10	\$ 39,990.64
	8	\$22.31	\$1,561.44	\$ 40,597.42
	9	\$22.64	\$1,584.78	\$ 41,204.20
	10	\$23.04	\$1,612.49	\$ 41,924.76

Technician 3	1	\$19.89	\$1,392.24	\$ 36,198.26
(35 hours/week)	2	\$20.77	\$1,454.23	\$ 37,810.02
(222-267 Hay Points)	3	\$21.66	\$1,516.22	\$ 39,421.78
	4	\$22.55	\$1,578.21	\$ 41,033.55
	5	\$23.48	\$1,643.85	\$ 42,740.12
	6	\$24.49	\$1,714.59	\$ 44,579.42
	7	\$24.86	\$1,740.12	\$ 45,243.09
	8	\$25.23	\$1,766.37	\$ 45,925.72
	9	\$25.61	\$1,792.63	\$ 46,608.34
	10	\$26.06	\$1,823.99	\$ 47,423.71

Technician 4	1	\$22.55	\$1,578.21	\$ 41,033.55
(35 hours/week)	2	\$23.48	\$1,643.85	\$ 42,740.12
(268-328 Hay Points)	3	\$24.49	\$1,714.59	\$ 44,579.42
	4	\$25.52	\$1,786.06	\$ 46,437.69
	5	\$26.55	\$1,858.27	\$ 48,314.91
	6	\$27.67	\$1,937.03	\$ 50,362.80
	7	\$28.09	\$1,966.20	\$ 51,121.28
	8	\$28.51	\$1,995.38	\$ 51,879.75
	9	\$28.93	\$2,025.28	\$ 52,657.19
	10	\$29.44	\$2,061.01	\$ 53,586.32

Technician 5	1	\$24.49	\$1,714.59	\$ 44,579.42
(35 hours/week)	2	\$25.52	\$1,786.06	\$ 46,437.69
(329-399 Hay Points)	3	\$26.55	\$1,858.27	\$ 48,314.91
	4	\$27.67	\$1,937.03	\$ 50,362.80
	5	\$28.85	\$2,019.44	\$ 52,505.49
	6	\$30.08	\$2,105.50	\$ 54,743.00
	7	\$30.54	\$2,137.59	\$ 55,577.32
	8	\$31.00	\$2,169.68	\$ 56,411.65
	9	\$31.45	\$2,201.77	\$ 57,245.97
	10	\$32.01	\$2,240.42	\$ 58,250.95

Technician 6	1	\$27.67	\$1,937.03	\$ 50,362.80
(35 hours/week)	2	\$28.85	\$2,019.44	\$ 52,505.49
(400-480 Hay Points)	3	\$30.08	\$2,105.50	\$ 54,743.00
	4	\$31.39	\$2,197.39	\$ 57,132.20
	5	\$32.70	\$2,289.28	\$ 59,521.40
	6	\$34.08	\$2,385.55	\$ 62,024.37
	7	\$34.60	\$2,422.02	\$ 62,972.46
	8	\$35.11	\$2,457.75	\$ 63,901.59
	9	\$35.63	\$2,494.22	\$ 64,849.69
	10	\$36.26	\$2,537.98	\$ 65,987.40

Technician 7	1	\$31.39	\$2,197.39	\$ 57,132.20
(35 hours/week)	2	\$32.70	\$2,289.28	\$ 59,521.40
(481-561 Hay Points)	3	\$34.08	\$2,385.55	\$ 62,024.37
	4	\$35.53	\$2,486.93	\$ 64,660.07
	5	\$37.10	\$2,597.05	\$ 67,523.32
	6	\$38.67	\$2,707.18	\$ 70,386.56
	7	\$39.25	\$2,747.29	\$ 71,429.47
	8	\$39.84	\$2,788.86	\$ 72,510.30
	9	\$40.43	\$2,830.43	\$ 73,591.12
	10	\$41.14	\$2,880.02	\$ 74,880.53

CUPE LOCAL 1482 SCHEDULE "A WAGES

SEPTEMBER 14, 2013 TO SEPTEMBER 12, 2014

CLASSIFICATION	Step	Hourly	Biweekly	Approximate Annual
Admin. Assistant 1 (35 hours/week) (271-331 Hay Points)	1	\$24.37	\$1,705.78	\$ 44,350.30
	2	\$25.24	\$1,766.57	\$ 45,930.76
	3	\$26.16	\$1,831.11	\$ 47,608.77
	4	\$27.07	\$1,894.90	\$ 49,267.28
	5	\$28.00	\$1,960.18	\$ 50,964.80
	6	\$29.04	\$2,032.98	\$ 52,857.45
	7	\$29.47	\$2,063.00	\$ 53,637.92
	8	\$29.92	\$2,094.52	\$ 54,457.41
	9	\$30.37	\$2,126.03	\$ 55,276.91
	10	\$30.90	\$2,162.81	\$ 56,232.99

Admin. Assistant 2 (35 hours/week) (332-382 Hay Points)	1	\$25.54	\$1,787.58	\$ 46,477.09
	2	\$26.52	\$1,856.62	\$ 48,272.17
	3	\$27.52	\$1,926.41	\$ 50,086.77
	4	\$28.58	\$2,000.71	\$ 52,018.44
	5	\$29.63	\$2,074.25	\$ 53,930.59
	6	\$30.76	\$2,153.05	\$ 55,979.33
	7	\$31.22	\$2,185.32	\$ 56,818.34
	8	\$31.68	\$2,217.59	\$ 57,657.35
	9	\$32.16	\$2,251.36	\$ 58,535.38
	10	\$32.72	\$2,290.38	\$ 59,549.99

Admin. Assistant 3 (35 hours/week) (383-433 Hay Points)	1	\$27.71	\$1,939.92	\$ 50,437.98
	2	\$28.77	\$2,014.22	\$ 52,369.65
	3	\$29.83	\$2,087.76	\$ 54,281.81
	4	\$30.98	\$2,168.81	\$ 56,389.08
	5	\$32.11	\$2,247.61	\$ 58,437.82
	6	\$33.40	\$2,337.66	\$ 60,779.23
	7	\$33.89	\$2,372.18	\$ 61,676.78
	8	\$34.39	\$2,407.46	\$ 62,593.83
	9	\$34.92	\$2,444.23	\$ 63,549.91
	10	\$35.52	\$2,486.25	\$ 64,642.57

Office Assistant 1 (35 hours/week) (101-126 Hay Points)	1	\$14.61	\$1,022.87	\$ 26,594.57
	2	\$15.02	\$1,051.39	\$ 27,336.02
	3	\$15.45	\$1,081.40	\$ 28,116.49

Office Assistant 2	1	\$17.72	\$1,240.50	\$ 32,252.99
(35 hours/week)	2	\$18.10	\$1,266.77	\$ 32,935.91
(127--152 Hay Points)	3	\$18.57	\$1,299.79	\$ 33,794.42
	4	\$19.08	\$1,335.81	\$ 34,730.99
	5	\$19.58	\$1,370.33	\$ 35,628.53
	6	\$20.16	\$1,410.85	\$ 36,682.17
	7	\$20.46	\$1,431.87	\$ 37,228.50
	8	\$20.77	\$1,453.63	\$ 37,794.34
	9	\$21.07	\$1,474.64	\$ 38,340.67
	10	\$21.43	\$1,500.16	\$ 39,004.07

Office Assistant 3	1	\$19.17	\$1,341.81	\$ 34,887.09
(35 hours/week)	2	\$19.78	\$1,384.59	\$ 35,999.26
(153-183 Hay Points)	3	\$20.41	\$1,428.86	\$ 37,150.45
	4	\$21.10	\$1,476.89	\$ 38,399.21
	5	\$21.72	\$1,520.42	\$ 39,530.89
	6	\$22.40	\$1,567.70	\$ 40,760.13
	7	\$22.73	\$1,590.96	\$ 41,365.00
	8	\$23.07	\$1,614.98	\$ 41,989.38
	9	\$23.41	\$1,638.99	\$ 42,613.75
	10	\$23.82	\$1,667.51	\$ 43,355.20

Office Assistant 4	1	\$21.86	\$1,530.17	\$ 39,784.54
(35 hours/week)	2	\$22.55	\$1,578.20	\$ 41,033.30
(184-224 Hay Points)	3	\$23.20	\$1,623.98	\$ 42,223.52
	4	\$23.86	\$1,670.51	\$ 43,433.25
	5	\$24.67	\$1,726.79	\$ 44,896.63
	6	\$25.45	\$1,781.58	\$ 46,321.00
	7	\$25.84	\$1,808.59	\$ 47,023.42
	8	\$26.22	\$1,835.61	\$ 47,725.84
	9	\$26.62	\$1,863.38	\$ 48,447.78
	10	\$27.08	\$1,895.65	\$ 49,286.79

Office Assistant 5	1	\$23.57	\$1,650.25	\$ 42,906.43
(35 hours/week)	2	\$24.25	\$1,697.53	\$ 44,135.67
(225-270 Hay Points)	3	\$25.02	\$1,751.56	\$ 45,540.52
	4	\$25.80	\$1,806.34	\$ 46,964.88
	5	\$26.68	\$1,867.88	\$ 48,564.85
	6	\$27.56	\$1,929.42	\$ 50,164.82
	7	\$27.98	\$1,958.68	\$ 50,925.78
	8	\$28.40	\$1,987.95	\$ 51,686.74
	9	\$28.83	\$2,017.97	\$ 52,467.21
	10	\$29.33	\$2,053.24	\$ 53,384.26

Programmer Analyst	1	\$29.29	\$2,050.24	\$ 53,306.22
(35 hours/week)	2	\$30.55	\$2,138.79	\$ 55,608.61
(307-357 Hay Points)	3	\$31.86	\$2,230.35	\$ 57,989.05
	4	\$33.25	\$2,327.16	\$ 60,506.07
	5	\$34.65	\$2,425.47	\$ 63,062.11
	6	\$36.11	\$2,527.53	\$ 65,715.72
	7	\$36.64	\$2,565.05	\$ 66,691.31
	8	\$37.20	\$2,604.07	\$ 67,705.92
	9	\$37.76	\$2,643.10	\$ 68,720.53
	10	\$38.42	\$2,689.63	\$ 69,930.26

Sys. Analyst/Comp. Prog.	1	\$33.92	\$2,374.44	\$ 61,735.31
(35 hours/week)	2	\$35.36	\$2,475.00	\$ 64,349.89
(358-418 Hay Points)	3	\$36.83	\$2,577.81	\$ 67,023.01
	4	\$38.42	\$2,689.63	\$ 69,930.26
	5	\$40.11	\$2,807.45	\$ 72,993.62
	6	\$41.82	\$2,927.52	\$ 76,115.50
	7	\$42.45	\$2,971.80	\$ 77,266.70
	8	\$43.09	\$3,016.07	\$ 78,417.89
	9	\$43.74	\$3,061.85	\$ 79,608.11
	10	\$44.50	\$3,115.13	\$ 80,993.45

Technician 1	1	\$16.24	\$1,136.94	\$ 29,560.37
(35 hours/week)	2	\$16.87	\$1,181.21	\$ 30,711.56
(145-180 Hay Points)	3	\$17.57	\$1,229.99	\$ 31,979.83
	4	\$18.23	\$1,275.77	\$ 33,170.05

Technician 2	1	\$18.23	\$1,275.77	\$ 33,170.05
(35 hours/week)	2	\$18.90	\$1,323.05	\$ 34,399.29
(181-221 Hay Points)	3	\$19.73	\$1,380.83	\$ 35,901.70
	4	\$20.47	\$1,432.62	\$ 37,248.01
	5	\$21.38	\$1,496.40	\$ 38,906.51
	6	\$22.29	\$1,560.19	\$ 40,565.02
	7	\$22.61	\$1,582.71	\$ 41,150.37
	8	\$22.95	\$1,606.72	\$ 41,774.75
	9	\$23.30	\$1,630.74	\$ 42,399.13
	10	\$23.70	\$1,659.25	\$ 43,140.57

Technician 3	1	\$20.47	\$1,432.62	\$ 37,248.01
(35 hours/week)	2	\$21.38	\$1,496.40	\$ 38,906.51
(222-267 Hay Points)	3	\$22.29	\$1,560.19	\$ 40,565.02
	4	\$23.20	\$1,623.98	\$ 42,223.52
	5	\$24.16	\$1,691.52	\$ 43,979.58
	6	\$25.20	\$1,764.32	\$ 45,872.22
	7	\$25.58	\$1,790.58	\$ 46,555.14
	8	\$25.97	\$1,817.60	\$ 47,257.56
	9	\$26.35	\$1,844.61	\$ 47,959.99
	10	\$26.81	\$1,876.88	\$ 48,798.99

Technician 4	1	\$23.20	\$1,623.98	\$ 42,223.52
(35 hours/week)	2	\$24.16	\$1,691.52	\$ 43,979.58
(268-328 Hay Points)	3	\$25.20	\$1,764.32	\$ 45,872.22
	4	\$26.26	\$1,837.86	\$ 47,784.38
	5	\$27.32	\$1,912.16	\$ 49,716.05
	6	\$28.47	\$1,993.20	\$ 51,823.32
	7	\$28.90	\$2,023.22	\$ 52,603.79
	8	\$29.33	\$2,053.24	\$ 53,384.26
	9	\$29.77	\$2,084.01	\$ 54,184.25
	10	\$30.30	\$2,120.78	\$ 55,140.33

Technician 5	1	\$25.20	\$1,764.32	\$ 45,872.22
(35 hours/week)	2	\$26.26	\$1,837.86	\$ 47,784.38
(329-399 Hay Points)	3	\$27.32	\$1,912.16	\$ 49,716.05
	4	\$28.47	\$1,993.20	\$ 51,823.32
	5	\$29.69	\$2,078.01	\$ 54,028.15
	6	\$30.95	\$2,166.56	\$ 56,330.55
	7	\$31.42	\$2,199.58	\$ 57,189.06
	8	\$31.89	\$2,232.60	\$ 58,047.58
	9	\$32.37	\$2,265.62	\$ 58,906.10
	10	\$32.93	\$2,305.39	\$ 59,940.23

Technician 6	1	\$28.47	\$1,993.20	\$ 51,823.32
(35 hours/week)	2	\$29.69	\$2,078.01	\$ 54,028.15
(400-480 Hay Points)	3	\$30.95	\$2,166.56	\$ 56,330.55
	4	\$32.30	\$2,261.12	\$ 58,789.03
	5	\$33.65	\$2,355.67	\$ 61,247.52
	6	\$35.07	\$2,454.73	\$ 63,823.07
	7	\$35.60	\$2,492.26	\$ 64,798.66
	8	\$36.13	\$2,529.03	\$ 65,754.74
	9	\$36.67	\$2,566.55	\$ 66,730.33
	10	\$37.31	\$2,611.58	\$ 67,901.04

Technician 7	1	\$32.30	\$2,261.12	\$ 58,789.03
(35 hours/week)	2	\$33.65	\$2,355.67	\$ 61,247.52
(481-561 Hay Points)	3	\$35.07	\$2,454.73	\$ 63,823.07
	4	\$36.56	\$2,559.05	\$ 66,535.21
	5	\$38.18	\$2,672.37	\$ 69,481.49
	6	\$39.80	\$2,785.68	\$ 72,427.77
	7	\$40.39	\$2,826.96	\$ 73,500.92
	8	\$41.00	\$2,869.73	\$ 74,613.09
	9	\$41.61	\$2,912.51	\$ 75,725.27
	10	\$42.34	\$2,963.54	\$ 77,052.07

FOR INFORMATION ONLY

This section has been included for information purposes only. These matters were not subject to negotiation.

A. POLICIES

The University of Manitoba has issued policy statements on the following subjects:

- (a) Educational Assistance for Support Staff
- (b) Alcoholism
- (c) Travelling Expense Policy
- (d) Employment Equity
- (e) Respectful Work and Learning Environment

An employee desiring further information on the above policy statements should contact his or her immediate supervisor or call the appropriate area of Human Resources

All policies are available on the web at www.umanitoba.ca.

B. FACILITIES

1. Libraries

Library facilities may be used by any staff member upon presentation of a current Staff ID card. The card may be updated or obtained from the ID Centre, 400 University Centre, 474-9420.

2. 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 Equipment Desk, 145 Kennedy Building, 474-6100.

3. Parking

Staff members who use the parking facilities require a parking permit. Any inquiries should be directed to Parking and Shuttle Services, 103 Welcome Centre, 423 University Crescent, 474-9483.

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

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

General inquiries regarding staff benefits should be directed to the Staff Benefits Office at 474-8084.

D. HUMAN RESOURCES

University of Manitoba Human Resource Functions

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

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

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

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

Human Resources (309 Administration Building)*
 The Staff Benefits Office (180 Extended Education Complex)
 The Environmental Health and Safety Office (191 Frank Kennedy Centre)*
 Equity Services (309 Administration Building)

* Bannatyne Campus Offices are located at P001 Pathology Building at 789-3953 (Human Resources) and T248/249 Basic Sciences Building at 789-3613 (Environmental Health and Safety)

Human Resources (474-9552)

Human Resources provides a variety of services to all employees and management of the University. The main focus for these services is support for recruitment and retention activities and assistance with respect to “best practice” management. These services include:

HR Consultants (474-8526)

- assistance with recruitment activities, information on support staff position vacancies, classifications, performance evaluations, collective agreement and University policy information.

Compensation Administration (474-9584)

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

Human Resource Information System (474-7930)

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

Learning and Development Services (474-9124)

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

Staff Relations (474-8393)

- for information and advice to employees and management regarding University policies, collective agreement administration, grievances and collective bargaining

Casual Employment Pool (474-8288)

- for assistance with the hiring of temporary or casual staff

The Environmental Health and Safety Office (474-9031)

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

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

- fire safety and emergency evacuation procedures
- radiation safety
- indoor air quality issues

The Staff Benefits Office (474-8084)

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

- Group Life Insurance
- Long Term Disability
- Health and Dental Plans
- (EAP) Employee Assistance Program (1-800-387-4765 toll free)
- Pension Plan administration

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

Equity Services (474-7491)

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