

COLLECTIVE AGREEMENT

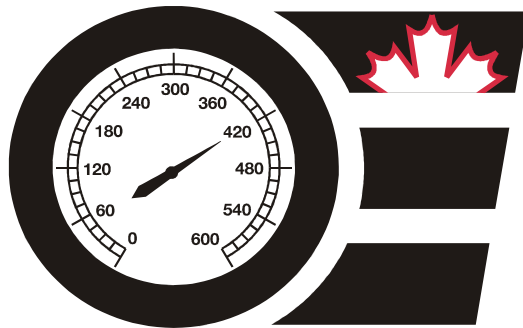
BETWEEN

THE UNIVERSITY OF WINNIPEG

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 987



March 20, 2010 - March 29, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Object	1
2	Scope of Recognition	1
3	Union Security	1
4	Employer's Rights	2
5	Union Representation	2
6	Definitions	3
7	Position Posting, Selection Criteria Probationary & Trial Periods	4
8	Seniority, Loss of Seniority, Seniority List	6
9	Hours of Work	7
10	Overtime, Callback, Meal Allowance and Shift Premium	9
11	Holidays	10
12	Vacations with Pay	11
	Christmas-New Year's Vacation Entitlement	14
13	Sick Leave	14
14	Leave of Absence	16
	Leave to Attend Union Function.....	16
	Emergency Leave.....	17
	Bereavement Leave.....	17
	Jury or Witness Leave.....	17
	Maternity Leave with Allowance.....	17
	Maternity Leave without Allowance.....	18
	Adoption Leave with Allowance.....	19
	Parental Leave with Allowance.....	20
	Parental Leave without Allowance.....	22
	Compassionate Leave.....	23
	Family Leave	24
15	Staff Benefits	24
	Tuition Scholarship	26
	Tuition Reimbursement	27
	General Provisions	28
	Reduced Appointments.....	28
16	Uniforms, Safety, Equipment and Tools	29
17	Classifications	31
18	Salary Administration	31
19	Lay-Off, Recall and Resignation	32
20	Discipline and Dismissal	33
21	Non Discrimination	35
22	Grievance and Arbitration	35
23	Personnel Files	37
24	Employee and Family Assistance Committee.....	38
25	Technological and Organizational Change and Contracting Out.	38
26	Duration and Renewal of Collective Agreement.	40
 <u>LETTERS OF UNDERSTANDING RE:</u>		
1.	Annual Christmas - New Year's Break	41
2.	Standby for Snow Removal	43
3.	Engineer's Twelve (12) Hour Shift	44
4.	Service Worker I Classification	46
5.	Workers Compensation Coverage	47
6.	Employment Equity	48
7.	Manitoba Public Insurance Corporation Wage Loss Replacement Benefits.	49

8.	Technological Change and Contracting Out	50
9.	Individual Arrangements Regarding Resignation Incentives	51
10.	Voluntary Conversion of Full-time Positions to Part-time Positions	52
11.	Sick Leave & Assisted Return to Work	53
12.	IUOE Members serving as a Board Regent.....	54
13.	Tuition Reimbursement.....	56
14.	Service Worker II – Vacation Relief.....	57
15.	Work Experience Programs Paid & Unpaid.....	58
16.	Career Development and Succession Planning.....	59
17.	Hiring Rates for Summer Students.....	61
18.	Pension Plan.....	62
Appendix A		63
Signed Agreement		64
SCHEDULE "A" Effective March 20, 2010 - March 29, 2014		65

ARTICLE 1 OBJECT

- 1.1 The object of this Collective Agreement is to promote cooperation and harmony between Employer and employees.
- 1.2 To facilitate the peaceful adjustment of all disputes and grievances to prevent strikes, lockouts, waste, avoidable expenses and unnecessary delays.
- 1.3 The mutual interest of the Employer and its employees is hereby recognized and all parties to this Collective Agreement are pledged to assist in the operation of the departments of the Employer mentioned in the attached Schedule "A" of this Collective Agreement under methods that will promote safety and efficiency.

ARTICLE 2 SCOPE OF RECOGNITION

- 2.1 The Employer recognizes the Union as the sole collective bargaining agency for employees in the bargaining unit defined in the Manitoba Labour Board Certificate # MLB-5543 dated October 18, 1999.
- 2.2 No employee shall make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 2.3 Classifications may be added to or deleted from Schedule "A" by agreement between the Employer and the Union.
- 2.4 Persons whose positions with the Employer are excluded from this Collective Agreement shall be permitted to perform work similar to that of members of the bargaining unit only where the work is for experimentation, instruction, resolving emergencies, or where the work is incidental to the performance of their regular duties and provided that the act of performing the aforementioned operations in itself, does not reduce the regular hours of work of any continuing employee.

ARTICLE 3 UNION SECURITY

- 3.1 Notwithstanding Section 76(3) of the Manitoba Labour Relations Act, all employees shall, within thirty (30) days of commencing employment, become and remain members in good standing in the Union.

- 3.2 The Employer shall deduct monthly from the salary of each employee dues and/or assessments which are established by the Union. These deductions will be mailed to the Union within ten (10) working days of the deduction. Accompanying these deductions will be a list showing the names of the employees for whom the deductions have been made.
- 3.3 The Union shall notify the Employer in writing of any change in the amount of dues and/or assessments at least one (1) month prior to the effective date of the change.
- 3.4 The Union shall save the Employer harmless from any claims from employees covered by this Collective Agreement as a result of Union dues and /or assessments having been collected in accordance with the terms of this Article. In the event that the Union receives dues in error, the Employer agrees to make the necessary adjustments as soon as possible.
- 3.5 The Employer shall include the amount of Union dues deducted from each employee during the relevant taxation year on the Income Tax T-4 slips.
- 3.6 The Employer shall provide the Union with the names of all employees hired during the preceding calendar month, their classification and starting rate of pay, also the names of all employees' who have terminated with the Employer, for whatever reason and their classification.

ARTICLE 4 EMPLOYER'S RIGHTS

- 4.1 The Union recognizes the right of the Employer to control and supervise all operations and direct all working forces, including the right to determine the employee's ability, skill, competence, and qualifications for the job and to hire, discharge, lay-off and discipline an employee provided, however, that in the exercise of the foregoing Employer's rights, the University shall abide by the provisions of this Collective Agreement.
- 4.2 In administering this Collective Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.
- 4.3 Where management approval is required under this Collective Agreement and is withheld, the employee shall, upon request, be given reasons in writing for the decision.

ARTICLE 5 UNION REPRESENTATION

- 5.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be facilitated, the Union shall keep the Employer informed at all times as to the names of its officers and employees, and members who may be appointed or elected from time to time to any bargaining or joint committee. Similarly, the Employer will supply the Union with a list of its administrative personnel with whom the Union may be required to transact business.
- 5.2 Where Letters of Understanding are agreed to during the term of this Collective Agreement, signatures shall include for the Employer, the Director of Human Resources or designee, and for the Union, the Business Manager of the Union or designee.
- 5.3 When meeting with the Employer, the number of employees attending as representatives of the Union, who are entitled to receive their usual remuneration, shall be as follows:
- (a) in the case of a grievance, including arbitration, the grievor(s) and one (1) representative;

- (b) in the case of negotiations towards a collective agreement, including conciliation, mediation or arbitration, a maximum of two (2) representatives.

For the purpose of negotiations, the Employer shall allow an exchange of shifts between a shift employee who is on the Union bargaining committee and another employee of the same classification in the bargaining unit, providing the needs of the Department are met;

- (c) employees subpoenaed to attend arbitration hearings as witnesses;
- (d) in any of the above cases where it is necessary for another member of the unit to work in place of any shift worker, such replacement shall be paid at straight time and no overtime as set forth in Article 10 shall be paid.

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

5.5 The business representative and shop steward acting on behalf of the Union shall be permitted to meet with an employee during his working hours provided that the Employer has been notified and the needs of the Department can be met.

5.6 The Employer agrees to allow the Union to hold meetings concerning Union business at the University premises outside the working hours of the employees attending. The Employer also agrees to the use of Official Staff Notice Boards by the Union.

5.7 The Employer and the Union shall each appoint two (2) representatives to be members of a Labour Management Relations Committee with the right to appoint alternates for their respective appointees at any time. The Committee shall meet on request of either party for the purpose of discussing matters of mutual concern.

The Committee shall have the responsibility of facilitating co-operation and participation of employees in bringing forward ways and means of improving the efficiency of the operations of the Employer in respect of the matters on which the employees are engaged, promoting improved mutual understanding and confidence between the Employer and the employees, maintaining and improving a harmonious relationship between the Employer and the employees and considering such items of mutual interest as safety and health. Matters involving wages, hours of work, conditions of employment, grievances and other collective bargaining subjects are not within the scope of this Committee.

The Committee shall appoint one (1) of its members as Secretary thereof whose duty it shall be to record recommendations of the Committee and to transmit copies thereof to the Employer and the Union for consideration.

5.8 The Union shall designate an employee who shall have the right to attend, as a non-voting observer, all meetings of the Board of Regents and shall be bound by its rules. The observer shall withdraw from closed meetings of the Board of Regents when items considered relate to labour relations matters. The observer shall have the right to speak on matters before the Board.

ARTICLE 6 DEFINITIONS

6.1 The term "employee" wherever used in this Collective Agreement means a person employed by the Employer for whom the Union is the certified bargaining agent.

- 6.2 (a) A continuing position is one which, when filled, is expected to exist for at least twelve (12) months from the date it is filled. An employee in a continuing position is referred to as a continuing employee.
- (b) A temporary position is one which, when filled, is not expected to continue beyond six (6) months.
- (c) An employee in a temporary position is referred to as a temporary employee. A temporary position may be extended for a further period of six (6) months by mutual agreement between the Union and the Employer. Should an employer wish to continue the position beyond twelve (12) months, the position shall be posted as a continuing position in accordance with the procedures in Article 7.
- (d) The parties agree that the timelines in this article apply to all circumstances except where a continuing employee is on a leave of absence or sick leave that continues beyond twelve months. In these circumstances only, the Employer may hire or extend a temporary employee to cover the extent of the absence. In all such situations the Employer shall notify the Union and reach agreement on the terms and conditions of such extensions.**
- (e) The term "casual employee" refers to an employee who does not have an established schedule of hours of work from pay period to pay period and who works on an occasional or intermittent basis only.
- (f) Extensions to these timelines **other than (d)** may be possible provided there is mutual agreement between the Union and the University.

6.3 The term "full-time employee" refers to an employee who works the full-time hours of work as set out in Clause 9.1.

6.3.1 The term "part-time employee" refers to an employee who works less than the full-time hours of work as set out in Clause 9.1.

6.4 The term "salaried employee" refers to an employee in a continuing position with a regular fixed number of hours of work.

6.5 Spouse: The person declared by the employee who:

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

The employee may only have one declared spouse for the purpose of this Collective Agreement.

ARTICLE 7 POSITION POSTING, SELECTION CRITERIA, PROBATIONARY AND TRIAL PERIODS

7.1 Where the Employer requires that a position **that is required for greater than three (3) months** be filled the Employer shall post a Position Vacancy Notice on the Official Staff Notice Boards for a minimum period of seven (7) calendar days prior to the date of closure. The Position Vacancy Notice shall state the representative duties and the qualifications required.

- 7.2 Any employee may apply for any Position Vacancy. Employees will be required to apply in writing on or before the closing date indicated on the Position Vacancy Notice for any position posted for which they wish to be considered. Employees are required to complete in full the application form provided by the Human Resources Department **or to submit a complete resume and cover letter.**
- 7.3 The Employer agrees that employees with seniority shall be given preference for the vacancy provided that the employees possess the required qualifications for the position.
- The Employer agrees that a senior employee will not be denied a posted position solely on the basis that a temporary appointee or a temporary employee is qualified by virtue of having filled the position on a temporary basis.
- 7.3.1 **Employees who apply for a vacant position under 7.3 and are unsuccessful** will be notified in writing as soon as possible following the acceptance by the successful applicant. An unsuccessful applicant may meet with **Human Resources and** the Director or designate to discuss the reasons for not being selected as the successful applicant.
- 7.4 A new employee who is appointed to a position must successfully complete a probationary period consisting of 480 working hours or six (6) months whichever occurs first. "Working hours" for the purpose of a probationary period shall include only time which the employee is actually at work. An employee who is appointed or transferred to a position and who has not previously completed a probationary period must complete a probationary period in that position.
- During this period, the probationary employee's performance will be reviewed with the employee. The Employer recognizes the need for a reasonable familiarization and training period for an employee to learn the duties of a new position and, therefore, agrees to take this into consideration solely for the purpose of evaluating the employee's performance. Where during the probationary period, the Employer finds that there is reasonable doubt concerning an employee's performance, the Employer may decide to extend the probationary period by one additional period of time which is not greater than the length of the original period. The Union will be notified in writing of any such extension. The employee will be notified in writing of this extension, stating the area of concern. An employee on a probationary period who does not wish to complete the probationary period or who proves to lack the ability to perform the job satisfactorily, may have his/her employment terminated.
- 7.5 A probationary employee may be terminated or may resign with five (5) working days notice or payment in lieu thereof in the amount of the notice which is lacking. Where there is employee misconduct as outlined in Clause 20.2 leading to the termination, the Employer shall not be required to provide notice of the termination.
- 7.6 An employee who successfully bids on a Position Vacancy or an employee who is transferred to a position without a posting, and who has previously completed a probationary period must complete a trial period of 480 working hours or six months whichever occurs first. "Working hours" for the purpose of a trial period shall include only time which the employee is actually at work.
- During this period, the employee's performance will be reviewed with the employee. The Employer recognizes the need for a reasonable familiarization and training period for the employee to learn the duties of a new position and, therefore, agrees to take this into consideration solely for the purpose of evaluating the employee's performance. Where during the trial period, the Employer finds that there is reasonable doubt concerning an employees performance, the Employer may decide to extend the trial period by one additional period of time which is not greater than the length of the original period. The Union will be

notified of any such extension. The employee will be notified in writing of this extension, stating the area of concern. An employee on a trial period who does not wish to complete the trial period or who proves to lack the ability to perform the job satisfactorily, shall be returned to his/her former position with no decrease in salary or benefits held prior to the transfer or promotion. As a result, any new or probationary employee who is displaced shall have his/her employment terminated with five (5) working days notice. An employee who had been recalled to work or transferred to a vacant position from layoff status, shall be returned to layoff status with five (5) working days notice.

ARTICLE 8 SENIORITY, LOSS OF SENIORITY, SENIORITY LIST

8.1 Seniority is defined as length of service with the Employer including any paid sick leave.

In the case of an employee who is off work as a result of sickness or injury and who does not qualify for or receive paid sick leave for said sickness or injury but does receive Manitoba Workers Compensation benefits for the said sickness or injury, the first six (6) months of receipt of Compensation benefits shall be treated as time worked for the purpose of this Clause. If the employee, prior to the commencement of time off work due to the sickness or injury, worked less than the full time hours of work, seniority shall be pro-rated on the basis of the number of hours worked in his/her last full week worked.

Notwithstanding the foregoing, the seniority of any person shall be deemed to be zero unless and until that person becomes an employee as defined in Clause 6.1.

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

8.3 An employee's service shall begin with the employee's first day of employment and shall be the cumulative amount of time for which the employee has been paid at regular and overtime rates including top-up payments for M.P.I.C. or maternity/adoption leave (other than payments made pursuant to Clause 19.5). All service shall be stated in years of service to two (2) decimal places (i.e. 6.18 years, 11.23 years, etc.) prorated on the basis that a year of service shall be 2080 hours.

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

8.4 Service lost in accordance with Clause 8.5 or cumulative unpaid leave of absence to the extent that it is in excess of ten (10) working days in a one (1) year period shall not count as service.

8.5 An employee shall lose his/her seniority if:

- (a) The employee is dismissed and is not reinstated;
- (b) The employee voluntarily terminates his/her employment, by retirement or resignation in accordance with Clause 19.12 or 19.15;
- (c) The employee is a continuing employee and has been laid off for more than eighteen (18) consecutive months;
- (d) A temporary or casual employee who has not worked for a period of nine (9) months, or more, shall be considered as an employee who has voluntarily terminated his/her employment;

(e) Continuing employees who have been laid off and who have accepted casual or temporary employment during their lay-off shall lose their service after the period of time mentioned in (c) above, or nine (9) months from the expiry of the casual or temporary employment, whichever period is greater;

(f) Continuing employees who fail to accept a recall in accordance with Clause 19.11.

8.6 In May of each year the Employer shall post a seniority list for the bargaining unit on the bulletin boards within the Department and shall make a copy of the list available for the employees' reference in the Human Resources Department. The list will include: full name, classification, service start date and accumulated service as at March 31st. A copy of this list will be sent to the Union. An employee or the Union may have an error corrected by submitting details of the error in writing to the Human Resources Department, together with a copy of any supporting documentation, within twenty (20) working days of receipt of the list by the Union.

ARTICLE 9 HOURS OF WORK

9.1 Regular full-time hours of work for the various classifications (as set forth in Schedule "A" which is appended hereto and forms part of this Collective Agreement) shall be defined to be eight (8) hours per 24-hour day and forty (40) hours per week.

9.2 A request for a modified work week shall be given due consideration by the Employer. A modified work week may include, but is not limited to, flextime, or a compressed work week. If approval is granted by the Employer for a modified work week, the terms and conditions of the modified work week shall be confirmed by a Letter of Understanding.

9.3 Every employee shall be entitled to two (2) paid fifteen (15) minute breaks from work during each regular working day at times approved by the Employer. In the event that reasonable refreshment facilities are not available the break time may be extended by mutual agreement between the employee and the Employer.

9.4 Unpaid meal breaks of less than one (1) hour in duration may be observed when mutually agreed upon by the Employer and the employee.

9.5 A work schedule for all continuing full-time and continuing part-time shift engineers shall be established for **five (5) weeks** or more and posted by the Employer two (2) weeks before the start of the work schedule. Temporary changes to the posted work schedule shall be by mutual agreement between the Union and the Employer.

Where the Employer proposes to change the work schedule for continuing full-time and part-time employees for a period in excess of three (3) months the Employer shall notify the Union and the affected employees at least three (3) months before the implementation of the change. During the notice period the parties shall meet to discuss any problems resulting from the change in schedule with a view to resolving these problems. These discussions may include requests for volunteers, assignment by seniority or any other means of affecting the change. Temporary changes to the hours of work shall be for a period of not less than two (2) weeks in duration.

9.6 Continuing full-time employees shall not be scheduled to work a split shift.

9.7 A continuing full-time employee changing from one work shift to another scheduled work shift shall receive a rest period of not less than eight (8) hours between shifts. In those cases where an eight (8) hour rest period is not scheduled, a continuing employee shall receive pay

at the rate of two (2X) times the regular hourly rate for that portion of the rest period which is less than eight (8) hours.

9.8 STANDBY

9.8.1 Standby refers to any period of time during which an employee is required to be immediately available by direct telephone, cell phone or pager contact.

- a) Employees on standby shall be paid one (1) hour basic pay for each 4 hour period or portion thereof, up to a maximum of 4 hours/day.**
- b) Employees shall be allowed to bank standby hours for use at a later date, in accordance with the Collective Agreement.**
- c) The first telephone call on standby shift would be deemed included in the standby premium. Each subsequent call in the same standby shift shall be paid at one-half (1/2) hour basic pay.**

9.8.2 Employees who are called back while on standby shall be paid in accordance with Article 10.4.

9.8.3. a) A Standby schedule will be drawn up by the Employer covering those individuals designated to be on standby for a period of five (5) weeks and shall be posted at least two (2) weeks before the start of the five (5) week period. The University will exclude individuals employees from the Standby rotation at their request provided that Standby is adequately covered.

b) Where an employee on standby becomes unavailable to be on standby for good and sufficient reasons for part or all of their current standby rotation that employee shall notify the Employer immediately and will be taken off standby. The Employer will fill the standby shift or balance of that employee`s standby rotation by order of seniority of those eligible for standby and who volunteer. In the absence of a volunteer, the Employer shall designate the most junior eligible member. The Employer agrees to distribute additional standby shifts in a fair and equitable manner.

c) In an emergency circumstance where no eligible power engineers are available to respond to a callback the Employer shall take such steps as necessary to respond back to the call back.

9.8.4 Only employees who possess a valid fourth class power engineer certificate or greater will be eligible to provide standby coverage upon completion of their probationary period. Subject to the University being notified in advance, and provided that overtime costs do not result for the Employer, employees shall be permitted to interchange Standby duties.

9.8.5 Standby shall be for the full period of twelve months per annum unless mutually agreed between the Union and the Employer.

9.8.6 Mileage for any call backs shall be paid at the University of Winnipeg rate on a kilometer basis.

ARTICLE 10 OVERTIME, CALLBACK, MEAL ALLOWANCE AND SHIFT PREMIUM

- 10.1 All time worked in excess of the regular full-time hours must be authorized by the Employer before it shall be considered as overtime. Except in emergency situations, authorization must be obtained in advance.
- 10.2 All authorized overtime shall be paid at the rate of two (2X) times the employee's hourly rate of pay for all hours worked except as hereinafter provided.
- 10.3 A callback shall be defined as any authorized return to work by an employee during the period between his/her completion of work and subsequent starting time. Reasonable travelling time to and from the workplace by the employee's usual method of transportation, if necessary for a callback, shall be deemed to be time worked.
- 10.4 With regard to Clause 10.3 the following shall apply:
- (a) for a callback on the employee's regular working day, the employee shall be paid a minimum of two (2) hours at overtime rates;
 - (b) for a callback on the employee's regular day of rest, the employee shall be paid a minimum of four (4) hours at overtime rates;
 - (c) where an employee is scheduled to work or is called back to work on a paid holiday, the time worked shall be considered as overtime and paid in accordance with Article 11;
 - (d) an employee in receipt of a minimum callback will not receive additional pay for any subsequent callbacks which fall within the period covered by the minimum.
- 10.5 In emergency situations when an employee is required to work in excess of eight (8) hours overtime within a twenty-four (24) hour period, such overtime in excess of eight (8) hours shall be paid at the rate of three (3X) times the regular rate of pay. The twenty-four (24) hour period shall be deemed to begin with the start of the employee's regular work shift.
- 10.6 All overtime worked by an employee must be claimed by the employee and, at the time of completing the overtime claim sheet for that period, arrangements must be made between the employee and the Employer for either payment in accordance with this Clause or the banking of authorized overtime in accordance with Clause 10.7.
- 10.7 When an employee works overtime he/she may, if the Employer agrees, elect to receive time off instead of payment to a maximum accumulation of 120 hours of time off with pay at any point during the fiscal year. Such time off shall be equivalent in hours to the pay for such overtime that would have been calculated under Clause 10.2. The employee shall make the election at the time of completing the overtime claim sheet. All requests for banked time shall be at a mutually agreed time and shall be confirmed within three (3) working days following the request.
- 10.8 Any accumulated hours not received as time off by the fiscal year end shall be paid, or the Employer and the employee may mutually agree to have unused accumulated overtime taken off in the following fiscal year.
- 10.8.1 An employee may at any time request payment of banked overtime by providing the Director or designate with a written request at least fifteen (15) working days in advance of a regular pay day.
- 10.9 Where an employee is required to work overtime following the normal work day and it is expected that the work will require more than three (3) hours to complete, the University shall provide the employee with a meal or a **ten dollar (\$10.00) meal allowance following ratification of this collective agreement.** The employee will be allowed reasonable paid

time to eat a meal where the meal is eaten on the job. Where overtime continues beyond four (4) hours, a second meal or meal allowance will be provided.

An employee who is required to work overtime in excess of four (4) hours on a regular day of rest shall also be reimbursed for a meal in accordance with this Clause.

10.10 When the Department schedules overtime in a particular classification, it shall be spread as equitably as possible in order of seniority within that work area among the employees who volunteer for same and who are able to perform the work. 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 able.

10.11 An employee who is regularly scheduled to work forty (40) hours per week and the majority of the hours of the shift fall between the hours of 4:00 p.m. and 7:00 a.m. shall be paid an hourly shift premium for all hours worked between 4:00 p.m. and 7:00 a.m. An employee who is regularly scheduled to work on weekends shall be paid an hourly shift premium for the entire shift. This premium shall not be paid where overtime rates apply.

Effective the bi-weekly pay period following the ratification of the **2010 – 2014** collective agreement, the shift premium will increase from **\$1.50** per hour to **\$1.75** per hour and shall remain in effect for the balance of the agreement.

ARTICLE 11 HOLIDAYS

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

11.2 When any of the aforementioned holidays falls on a Saturday or Sunday, the Employer shall designate another working day to be observed as the holiday in lieu thereof for employees not normally scheduled to work on Saturday or Sunday. In this instance another day which immediately precedes or follows a weekend or another declared holiday shall be designated.

11.3 When any of the aforementioned holidays falls on a shift engineer's regularly scheduled day off then that shift engineer shall be paid at the regular rate of pay for his/her holiday entitlement. Upon the request of the employee, the Employer shall grant time off in lieu of pay at another mutually agreed time providing the needs of the department can be met. Such time off must be taken or paid off at regular rates by the expiry date of the Collective Agreement.

11.4 A "floating" paid holiday shall be observed in lieu of Easter Monday. The President of the University 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 the purpose of Clause 11.6 and 11.7 the day the floating holiday is observed shall be the day it falls.

11.5 Where Christmas Day and New Year's Day are immediately preceded by a scheduled working day, the last four (4) hours of that scheduled working day shall be considered paid holiday time.

11.6 Should an employee's shift overlap a normal work day and a paid holiday, then the shift shall be considered as occurring on the day in which the shift began.

- 11.7 An employee shall receive his/her regular earnings for a paid holiday on which he/she does not work provided that:
- (a) he/she has earned wages for part or all of at least twelve (12) days during the thirty (30) calendar days immediately preceding the day the holiday falls; and
 - (b) he/she does not absent himself/herself from work without his/her supervisor's consent on either the regular working day immediately preceding or following the holiday, unless his/her absence is by reason of illness and the Employer has been notified (all in accordance with Article 13).
 - (c) he/she has not prior to the day on which the holiday falls, voluntarily terminated his/her employment.

Where the wages of an employee vary from day to day, his/her pay for a paid holiday on which he/she has not worked shall be at least equivalent to his/her average daily earnings exclusive of overtime for the days on which he/she worked during the thirty (30) calendar days immediately preceding the day the general holiday falls.

- 11.8 Where an employee is scheduled to work on a paid holiday, he/she shall be paid at overtime rates for all hours worked on the holiday in addition to his/her regular earnings for the paid holiday.

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

Payment made in accordance with this Clause shall constitute full compensation for the employee in lieu of the observance of the paid holiday.

ARTICLE 12 VACATIONS WITH PAY

- 12.1 Salaried 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 his/her working days of vacation entitlement for each bi-weekly pay period or prorated part thereof worked in the interval between April 1st of the previous year and March 31st of the then current year, hereinafter referred to as the "vacation year".

COLUMN A ACCUMULATED SERVICE IN YEARS AT MARCH 31 st	COLUMN B DAYS OF VACATION PER BI-WEEKLY PERIOD WORKED	COLUMN C (*For information only) DAYS OF VACATION PER ANNUM
0 - 5.99 years	.58	15 days or 120 hours
6.00 - 11.99 years	.77	20 days or 160 hours
12.00 - 19.99 years	.96	25 days or 200 hours
20.00 or more years	1.15	30 days or 240 hours

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

- 12.1.1 Part-time salaried employees shall be entitled to vacation with pay on the same basis as full-time salaried employees, except that the total amount of paid vacation time shall be adjusted to reflect the percentage of full-time hours worked by each employee.
- 12.1.2 Decimal vacation entitlement shall be rounded off to the nearest whole number, (e.g. 12.49 becomes 12 days, 12.50 becomes 13 days).
- 12.1.3 For the purposes of earning vacation credits, any absence from work with pay (other than payments made pursuant to Clause 19.5) shall be deemed to be time worked.
- 12.1.4 For the purposes of this article, accumulated service means the seniority as at March 31st, where seniority is determined in accordance with Article 8.
- 12.2 Normally each employee will earn vacation entitlement in one vacation year and take all of that vacation entitlement in the next following vacation year. However, subject to the written approval of the Director or designate, up to ten (10) working days of vacation may be taken in advance provided it has been earned plus up to five (5) working days of vacation may be carried over from the normal vacation year for a combined advance and carryover total of up to fifteen (15) working days of vacation.
- By no later than December 31st of each vacation year, the Employer shall ensure that vacations have been arranged such that all vacation leave will have been taken except for approved carryover.
- 12.3 Provided the needs of the department can be met, a vacation will be granted at a time requested by the employee.
- The whole of the vacation year shall be available for the taking of vacations.
- 12.3.1 The seniority of employees will be recognized in assigning vacation choices by the following methods:**
- a) In January of each calendar year, the Employer shall commence the process of scheduling the next fiscal year's vacation entitlement. It is agreed by the parties that all employees will, to the greatest extent possible provide the Employer with their requests for vacation no later than March 31st.**
 - b) Up to and including March 31st, employees will be given an opportunity to indicate their choice of vacation time, and shall attempt to mutually agree on their vacation preference.**
 - c) Where there is a conflict in vacation preference for two (2) or more employees within the same classification, seniority shall be the determining factor.**
 - d) In the event that an employee does not indicate his vacation preference prior to March 31st, he loses his seniority privileges for that vacation period only.**
 - e) When an employee exercises his seniority under Article 12.3 he shall be dropped to the bottom of the seniority list for preference of future vacations for a period of 2 years.**
 - f) Any vacation not scheduled by March 31 will be available to all employees based on the date of the formal request by management regardless of seniority, and**

where a conflict arises, management shall meet with the employees to resolve the matter.

- 12.4 Employees leaving on vacation shall receive their vacation salary by direct deposit on the normal pay date.
- 12.5 The period of vacation shall be extended by one (1) day for each paid holiday occurring during such period. Employees shall be permitted to utilize such days at a mutually agreed time.
- 12.6 In the event that an employee is hospitalized for twenty-four (24) or more hours or bed-ridden for three (3) or more days during his/her vacation, sick leave may be substituted for vacation leave. The employee shall provide a medical certificate attesting to the fact that the hospitalization or bed rest was necessary and indicating the time period involved.
- 12.6.1 In the event that an employee is subpoenaed as a witness or called for jury duty during his/her vacation, leave in accordance with Clause 14.5 may be substituted for vacation leave.
- 12.6.2 In the event that a death in an employee's family occurs during the employee's vacation, leave in accordance with Clause 14.4.1 may be substituted for vacation leave.
- 12.7 Where leave of absence without pay is used to extend vacation, the period of leave shall follow the paid vacation period.
- 12.8 In the event that a salaried employee resigns, is laid off (other than a temporary lay-off) or is dismissed, he/she will be paid for:
- (a) accumulated vacation time owing; and
 - (b) vacation time for time worked since April 1st (in accordance with the chart in Clause 12.9, using his/her accumulated service in years at the effective date of the resignation, lay-off or dismissal).
- 12.9 Hourly-rated employees shall have vacation pay added to their regular pay cheques in each pay period in lieu of annual vacation with pay in accordance with the following table, where Column A represents the accumulated service in years at March 31st and Column B represents the percentage of the normal hourly rate to be paid in addition to the normal hourly rate.

COLUMN A ACCUMULATED SERVICE IN YEARS AT MARCH 31st	COLUMN B VACATION PAY (PERCENTAGE)
0 - 5.99 years	6%
6.00 - 11.99 years	8%
12.00 - 19.99 years	10%
20.00 or more years	12%

- 12.9.1 The vacation pay shall not apply to hours paid at overtime rates.
- 12.10 Hourly-rated employees shall be entitled to leave without pay for vacation equivalent to the amount of vacation pay they have received during the past vacation year.

12.11

CHRISTMAS - NEW YEAR'S VACATION ENTITLEMENT

The following Christmas - New Year's Vacation Entitlement shall apply annually for all salaried employees in addition to the vacation entitlement provided for in Clause 12.1 and Clause 12.9.

Salaried employees who, in accordance with Clause 11.7 of the Collective Agreement, qualify for the ½ day holidays before Christmas Day and New Year's Day (when applicable), Christmas Day, Boxing Day, Floating holiday and New Year's Day as paid holidays shall also be entitled to three (3) days paid Christmas - New Year's Vacation Entitlement.

The three (3) days paid Christmas - New Year's Vacation Entitlement shall normally be taken in conjunction with the annual Christmas - New Year's Break on such days as designated by the Employer by March 1st preceding the Christmas - New Year's Break in each year.

Salaried employees who are in part-time positions who qualify for the Christmas-New Year's Vacation Entitlement shall be paid for these vacation days using the same formula for statutory holidays outlined in Clause 11.7

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

ARTICLE 13 SICK LEAVE

13.1 Sick leave means the period of time an employee is permitted to be absent from work with pay because of an illness, injury or quarantine.

13.1.1 Absences for dental and medical appointments for full-time employees shall be considered as sick leave. Except in emergency situations, the employee must notify the supervisor in advance. Whenever possible, such appointments should be made at the beginning or end of a work day.

13.1.2 Sick leave coverage is suspended during an employee's period of lay-off including any Salary Entitlement Period pursuant to Clause 19.5.

13.2 All employees eligible for the Long Term Disability Income Plan shall be paid during absence from work due to illness or accident according to the plan in Clause 13.2.1 below.

13.2.1 Employees on sick leave shall be entitled to receive one hundred percent (100%) of salary for the first one hundred and eighty (180) calendar days of absence;

The Long Term Disability Income Plan continues to cover eligible employees immediately thereafter.

13.3 All employees not eligible for coverage through the Long Term Disability Income Plan shall be entitled to a sick leave benefit accumulation upon completion of the equivalent of two hundred (200) hours of employment. The employees shall accumulate entitlement to one (1) hour of sick leave with pay for each fifteen (15) hours of service to a maximum accumulation of 420 hours of sick leave.

13.4 An employee who is unable to attend work due to his/her illness or an accident shall notify or see to the notification of his/her supervisor as soon as possible on the day the employee is unable to attend work. If the supervisor cannot be reached then a departmental representative or the Human Resources Department shall be notified. An engineer unable to attend to work due to his/her illness or an accident shall notify the engineer in charge of the

shift as soon as possible on the day the engineer is unable to attend work. If the illness is of some duration, the employee shall keep in regular contact with his/her supervisor.

13.4.1 Absences due to sick leave as defined in Clause 13.1 without notification as provided in Clause 13.4 shall be considered as unauthorized leave and consequently without pay unless notification was not possible.

13.5 Normally a medical certificate will not be requested for absence due to illness or accident, however, under certain circumstances including but not limited to, cases of long term or frequent sick leave claims, or where the Employer has reasonable cause to believe that sick leave is being misused, the Employer may require a medical certificate. A request for a medical certificate will be made by Human Resources during the period of sickness or, if there are repeated absences, prior to the next absence. A reasonable amount of time shall be allowed for the employee to comply with the request. Employees shall request that the medical certificate state the dates on which the employee was unable to attend work and the general nature of the sickness or injury.

Medical certificates shall be retained in a separate, confidential file within Human Resources and shall be accessible only to designated staff within Human Resources who have responsibility for administering sick leave or LTD benefits and shall be done in accordance with the Personal Health Information Act.

13.5.1 In cases of long term or frequent sick leave claims, the Employer may require the employee to obtain a second medical opinion. A doctor shall be selected by the employee from a list of three (3) physicians provided by the Employer at a meeting of the designated Human Resources representative and the employee. The employee concerned may request the presence of a representative of the Union who shall be advised in advance by the employee of the time and the place of the meeting. The employee will authorize his/her doctor to make the required information available to the doctor so selected. The employer will pay the full cost of attendance upon the doctor selected.

13.5.2 The precise details of the second medical opinion generated as a result of 13.5.1 shall be treated as confidential between the employee, the doctor(s) and the designated Human Resources staff involved in administering benefits. The summary information, including the nature of the illness and the statement(s) of the doctor(s) regarding the effect the illness may have upon the employee in the workplace, shall also be treated as confidential. However, representatives of the Employer who require the information in order to make an informed decision concerning the employee shall have access to the summary information.

13.5.3 If an employee fails to furnish a medical certificate when requested under Clause 13.5 or in the event the employee does not authorize the required releases under Clause 13.5.1, his/her absence from work may be considered as unauthorized and consequently without pay.

13.6 An employee who is able to return to work prior to the expiration of his/her sick leave period shall be returned to his/her former classification, with no decrease in salary or benefits.

13.7 An employee who ceases to qualify for payment of benefits under the Long Term Disability Income Plan or whose two years leave without pay under 13.8 has expired shall be returned to his/her former classification with no decrease in salary or benefits, unless:

(a) the employee is not able to perform the duties of any such position which is available;

or

(b) no such position is available.

The Employer reserves the right to require that the employee provide a note from their physician confirming that the employee is able to safely resume their duties.

In the latter two (2) cases the provisions of Clauses 19.3 to 19.6 shall apply.

13.8 After one hundred and eighty (180) calendar days sick leave as per clause 13.2.1 is exhausted, an Employee is entitled to a maximum of two (2) years **medical** leave for health reasons, without pay, if his/her application for benefits under the Long Term Disability plan is declined by the insurer, or while awaiting a decision on his/her application for Long Term Disability benefits. If an employee is declined by the insurer but remains unable to work for health reasons, the employee will be eligible for the leave without pay as indicated above, subject to the University being provided with the IUOE Attending Physician's Statement Form as attached as Appendix A. If, during the **medical** leave without pay period the employee undertakes to return to their position or to modified duties, the employee will be required to provide the IUOE Attending Physician's Statement Form completed by their respective physician prior to his/her return. If he/she is replaced while on such leave, his/her replacement shall be in accordance with 6.2 (b). If an employee recovers or the two (2) years leave without pay expires, he/she shall be returned to the workplace in accordance with Article 13.7.

Within forty-five (45) days of the commencement of the unpaid leave, the Employer shall initiate a meeting with the Member and the union for the purpose of exploring the possibility of a safe, re-entry of the employee to the workplace.

ARTICLE 14 LEAVE OF ABSENCE

14.1 The Employer may grant leave of absence without pay to an employee upon request. All requests for a leave of absence without pay must be in writing, specifying the reason for the requested leave and the proposed dates of departure and return. Such leave shall not affect seniority accrued prior to the date of the leave of absence. An employee on leave of absence will be given the opportunity to maintain benefit coverage in accordance with the specific benefit plans by payment of the required employee and Employer premiums. Employees must also prepay the necessary payroll deductions.

All absences without pay in excess of six (6) months in duration (excluding leaves granted under the Maternity/Adoption/Parental leave provisions) shall be subject to the approval of the Director and the appropriate Vice-President. Employees will be notified of the decision within twenty (20) working days of the receipt of the request for such a leave of absence in excess of six (6) months in duration.

14.2 On the expiration of a leave of absence without pay the employee shall be reinstated by the Employer in the position occupied by him/her at the time such leave commenced, with not less than the same wages and benefits.

14.3 LEAVE TO ATTEND UNION FUNCTION

A leave of absence without pay shall be granted to employees for the purpose of attending a Union function provided the needs of the Department can be met. An employee must submit a written request within seven (7) calendar days of the requested leave.

14.4 **EMERGENCY LEAVE**

An employee shall be allowed up to one (1) working day leave with pay to make appropriate arrangements for continuing care and supervision of his/her parents, spouse, or child during a serious illness. This Clause shall be deemed to include the hospitalization of an employee's spouse for the purpose of giving birth.

14.4.1 **BEREAVEMENT LEAVE**

An employee shall be granted four (4) of his/her consecutive regular working days' leave without loss of salary or wages upon notification of the death of a parent, spouse, child, mother-in-law, or father-in-law. An employee shall be granted three (3) of his/her consecutive regular working days' leave without loss of salary or wages upon notification of the death of a brother, sister, or of any second degree relative who has been residing in the same household. In the case of the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, aunt, uncle, ward of the employee, an employee will be granted one (1) of his/her regular working day's leave without loss of salary or wages. Where burial occurs outside of the City, a reasonable travelling time shall be added to the leave.

14.4.2 The foregoing lists of relatives include persons who are related to the employee by marriage, adoption or common-law.

14.4.3 An employee shall be entitled to be absent for up to one (1) working day without loss of salary to act as a pallbearer.

14.5 **JURY OR WITNESS LEAVE**

An employee required to serve as a juror or subpoenaed as a witness in any legal proceedings shall receive leave of absence at his/her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

14.6 **MATERNITY LEAVE WITH ALLOWANCE**

(a) In order to qualify an Employee must:

- (i) have successfully completed her probationary period in accordance with Clause 7.4 in a continuing position requiring a fixed work week of 50% or more of the regular work week;
- (ii) submit to the Employer an application in writing for leave at least four (4) weeks prior to the commencement of the proposed leave;
- (iii) provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

14.6.1 An Employee who qualifies is entitled to a maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks; or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the estimated day of delivery specified on the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

14.6.2 During the period of maternity leave an Employee who has applied for and received

maternity leave Employment Insurance Benefits pursuant to the Employment Insurance Act and who has met the eligibility requirements in Clause 14.6 (a), is entitled to a leave allowance calculated as follows:

- (a) for the first two (2) weeks the Employee shall receive ninety-five percent (95%) of the Employee's weekly salary; and
- (b) up to a maximum of fifteen (15) additional weeks, the Employee shall receive payments equivalent to the difference between Employment Insurance benefits she is eligible to receive ninety-five percent (95%) of the Employee's weekly salary.
- (c) the combination of Employment Insurance benefits and any earnings received from all sources cannot in respect of any week exceed ninety-five (95%) of the Employee's weekly salary.

14.6.3 The maternity leave must commence no later than the date of delivery. The leave must be taken in one consecutive period.

14.6.4 An Employee who has been granted a maternity leave with allowance shall be required to sign an agreement with the Employer acknowledging that:

- (a) she will return to work upon the expiration of her maternity leave, unless this date is modified by the Employer, for an equivalent period of service (excluding sick leave) to the maternity leave taken; and
- (b) should she fail to return to work as provided under (a) above, she will be required to repay the salary received during the leave.

14.6.5 Contributions to the pension plan and staff benefits plans shall be continued by the Employer and the Employee throughout the period of leave on the basis of one hundred percent (100%) of annual salary. The Employee's contributions will be deducted from the maternity leave allowance payable. The period of leave, up to a maximum of seventeen (17) weeks, shall be credited towards years of service in the calculation of pension benefits.

14.6.6 An Employee who wishes to resume her employment on the expiration of the leave granted in accordance with the above 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.

14.6.7 During the period of maternity leave, seniority shall accrue. For the purposes of trial period completion, and anniversary increments, the maternity leave shall be considered as a leave of absence without pay. A maternity leave shall be considered as paid time for the purpose of vacation entitlement.

14.6.8 An Employee who has been granted a maternity leave with allowance shall, upon written application for such additional leave, be granted an additional contiguous leave (with or without allowance, as the case may be) such that the total length of the maternity leave plus any additional leave is less than or equal to fifty-four (54) weeks.

14.7 **MATERNITY LEAVE WITHOUT ALLOWANCE**

An Employee who qualifies for Employment Insurance maternity benefits but who does not meet the eligibility requirements for a maternity leave allowance under Clause 14.6, is entitled to a maternity leave without allowance for:

- (a) a period not exceeding seventeen (17) weeks; or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the estimated day of delivery specified on the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

14.7.1 The Employee must provide written notice to the Employer at least four (4) weeks before the start of the maternity leave and provide the Employer with a medical certificate specifying the expected date of delivery.

14.8 **ADOPTION LEAVE WITH ALLOWANCE**

In order to qualify an Employee must:

- (a) have successfully completed his/her probationary period in accordance with Clause 7.4 in a continuing position requiring a fixed work week of 50% or more of the regular work week;
- (b) submit to the Employer an application in writing for leave at least four (4) weeks prior to the commencement of the proposed leave;
- (c) provide the Employer with a statutory declaration that he/she is or is to be the primary caregiver of an adopted child during the period of leave. The primary caregiver is the person assuming the major portion of the responsibility for care of the child.

14.8.1 An Employee who qualifies is entitled to an adoption leave consisting of a period not exceeding seventeen (17) weeks.

14.8.2 During the period of adoption leave an Employee who has applied for and received adoption leave Employment Insurance Benefits pursuant to the Employment Insurance Act and who has met the eligibility requirements in Clause 14.8 (a), is entitled to an adoption leave allowance calculated as follows:

- (a) for the first two (2) weeks the Employee shall receive ninety-five percent (95%) of the Employee's weekly salary; and
- (b) up to a maximum of thirteen (13) additional weeks the Employee shall receive payments equivalent to the difference between Employment Insurance benefits he/she is eligible to receive and ninety-five percent (95%) of the Employee's weekly salary, and if:
 - i) the adopted child is six (6) months of age or older at the time of the child's arrival at the Employee's home or actual placement with the Employee for the purpose of adoption; and,
 - ii) the medical practitioner or the agency that placed the child certifies that the child suffers from a physical, psychological or emotional condition that requires an additional period of parental care;
 - iii) then, the Employee shall receive payments equivalent to the difference between the Employment Insurance benefits he/she is in receipt of and ninety-five (95%) of his/her weekly salary for each additional week he/she is in receipt of Employment Insurance benefits up to a maximum of two (2) additional weeks.
- (c) if an adopted child is confined to a hospital for at least one week, then for every week that the child is in the hospital an Employee who is in receipt of adoption leave

benefits at the time of the confinement shall be eligible for one week parental leave with allowance to immediately follow the adoption leave for a maximum of thirty-five (35) weeks. The Employee shall receive payments equivalent to the difference between Employment Insurance benefits he/she is eligible to receive and ninety-five percent (95%) of the Employee's weekly salary.

(d) the combination of Employment Insurance benefits plus any earnings received from all sources cannot in respect of any week exceed ninety-five (95%) of the Employee's weekly salary.

14.8.3 The adoption leave will commence during the week in which the adoption takes place or the date in which the child comes into the actual care and custody of the employee. The leave must be taken in one consecutive period.

14.8.4 Contributions to the pension plan and staff benefits plans shall be continued by the Employer and the Employee throughout the period of leave on the basis of one hundred percent (100%) of annual salary. The Employee's contributions will be deducted from the adoption leave allowance payable. The period of leave, up to a maximum of seventeen (17) weeks, shall be credited towards years of service in the calculation of pension benefits.

14.8.5 During the period of adoption leave, seniority shall accrue. For the purposes of trial period completion, anniversary increments, and vacation entitlement, the adoption leave shall be considered as a leave of absence without pay.

14.8.6 An Employee who wishes to resume his/her employment on the expiration of the leave granted in accordance with the above 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.

14.8.7 An Employee who has been granted an adoption leave with allowance shall, upon written application for such additional leave, be granted an additional contiguous leave such that the total length of the adoption leave plus any additional leave is less than or equal to thirty-seven (37) weeks.

14.8.8 An Employee who has been granted an adoption leave with allowance shall be required to sign an agreement with the Employer acknowledging that:

(a) he/she will return to work upon the expiration of the adoption leave, unless this date is modified by the Employer, for an equivalent period of service (excluding sick leave) to the adoption leave taken; and

(b) should he/she fail to return to work as provided under (a) above, he/she will be required to repay the salary received during the leave.

14.9 **PARENTAL LEAVE WITH ALLOWANCE**

Where both parents are Employees, the period of the parental leave may be taken wholly by one parent or shared between the two parents during the same time period or separately.

In order to qualify for a leave with allowance an Employee must:

(a) become the natural parent of a child under the laws of the province;

(b) have successfully completed his/her probationary period in accordance with Clause

7.4 in a continuing position requiring a fixed work week of 50% or more of the regular work week;

- (c) complete twelve (12) consecutive months of employment with the Employer inclusive of any maternity leave taken immediately prior to the parental leave;
- (d) submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the Employee intends to commence the leave.

14.9.1 During the period of parental leave an Employee who has applied for and received parental leave Employment Insurance Benefits pursuant to the Employment Insurance Act and who has met the eligibility requirements in Clause 14.9 (a), (b) & (c), is entitled to a parental leave allowance calculated as follows:

For leaves commencing on or after June 30, 2008,

- (a) where Employment Insurance has determined that there will be a two (2) week waiting period before Employment Insurance parental benefits begin, the Employee shall receive payments equivalent to ninety-five percent (95%) of the Employee's weekly salary during the two (2) week waiting period; plus
- (b) the Employee shall receive payments equivalent to the difference between Employment Insurance benefits he/she is eligible to receive and ninety-five percent (95%) of the Employee's weekly salary for a maximum of thirteen (13) additional weeks if the above two (2) week wait period applies, or a maximum of fifteen (15) weeks if no wait period applies;
- (c) the combination of Employment Insurance benefits and any earnings received from all sources cannot in respect of any week exceed ninety-five (95%) of the Employee's weekly salary.

14.9.2 If a new born child is confined to a hospital for at least one week, then:

- (a) for every week that the child is in the hospital an Employee who is in receipt of maternity leave benefits at the time of the confinement shall be eligible for one week parental leave with allowance to immediately follow the maternity leave for:
 - i) a maximum of twenty (20) weeks in the case of an Employee who is in receipt of maternity leave benefits and who is eligible for parental leave with allowance under 14.9.1 above; or
 - ii) a maximum of thirty-five (35) weeks in the case of an Employee who is in receipt of maternity leave benefits and who is NOT eligible for parental leave with allowance under 14.9.1 above.
- (b) during a paid parental leave as set out in 14.9.2 (a) the Employee shall receive payments equivalent to the difference between Employment Insurance benefits he/she is eligible to receive and ninety-five percent (95%) of the Employee's weekly salary.
- (c) the combination of Employment Insurance benefits and any earnings received from all sources cannot in respect of any week exceed ninety-five (95%) of the Employee's weekly salary.

14.9.3 A parental leave must be completed within one (1) year of the birth of the child and must

be taken in one consecutive period.

- 14.9.4 Where an Employee intends to take parental leave in addition to maternity leave, the Employee must commence the parental leave immediately upon expiry of the maternity leave without a return to work.
- 14.9.5 Contributions to the pension plan and staff benefits plans shall be continued by the Employer and the Employee throughout the period of parental leave on the basis of one hundred percent (100%) of annual salary. The Employee's contributions will be deducted from the parental leave allowance payable. The period of leave, up to a maximum of fifteen (15) weeks, shall be credited towards years of service in the calculation of pension benefits.
- 14.9.6 Seniority shall not accrue during the period of parental leave with allowance. For the purposes of trial period completion, anniversary increments, and vacation entitlement, the parental leave shall be considered as a leave of absence without pay.
- 14.9.7 An Employee who wishes to resume his/her employment on the expiration of parental leave granted in accordance with the above shall be reinstated by the Employer in the position occupied by the Employee at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- 14.9.8 Employees in receipt of parental leave allowance payments shall not be entitled to paid leaves of absence during the period of parental leave.
- 14.9.9 An Employee who has been granted a parental leave with allowance which is not preceded by a maternity leave shall, upon written application for such additional leave, be granted an additional contiguous leave without pay such that the total length of the parental leave with allowance plus the additional leave without pay is less than or equal to thirty-seven (37) weeks.
- 14.9.10 An Employee who has been granted a parental leave with allowance shall be required to sign an agreement with the Employer acknowledging that:
- (a) he/she will return to work upon the expiration of the parental leave, unless this date is modified by the Employer, for an equivalent period of service (excluding sick leave) to the parental leave with allowance taken; and
 - (b) should he/she fail to return to work as provided under (a) above, he/she will be required to repay the salary received during the leave.

14.10 **PARENTAL LEAVE WITHOUT ALLOWANCE**

- (a) Every Employee who becomes the natural parent of a child or who adopts a child under the laws of the province;
 - (i) who completes seven (7) consecutive months of employment with the Employer; and
 - (ii) who submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the Employee intends to commence the leave is entitled to, and shall be granted, parental leave of absence without pay consisting of a continuous period of up to thirty-seven (37) weeks.

An employee who gives less than four (4) weeks is entitled to the 37 weeks of

parental leave less the number of days by which the notice given is less than four weeks.

- (b) subject to Clause 14.10.c, a parental leave must commence no later than the first anniversary of the date of birth or adoption of the child or the date on which the child comes into the actual care and custody of the Employee.
- (c) an employee taking parental leave, in addition to maternity leave, must commence the parental leave immediately upon expiry of the maternity leave without a return to work
- (d) an employee taking parental leave, in addition to adoption leave, must commence the parental leave immediately following the adoption leave without a return to work.

14.10.3 For the purposes of seniority, trial period completion, anniversary increments, and vacation entitlement, the parental leave shall be considered as a leave of absence without pay.

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

14.11 COMPASSIONATE CARE LEAVE

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

14.11.1 In order to qualify for compassionate Care Leave a staff member must:

- (a) have completed a minimum of 30 calendar days of employment
- (b) where possible, provide the Employer notice at least 10 working days notice, unless circumstances necessitate a shorter period;
- (c) provide the Employer as soon as possible a certificate from a physician who provides care to the eligible family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided stating that:
 - (i) an eligible family member of the Employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued, or if the leave started before the certificate was issued, the day the leave began; and
 - (ii) the family member requires the care and support of one or more family members.

14.11.2 An eligible family member means the Employee's parents, spouse, child, spouse's parents, brother, sister or ward of the Employee or any relative residing in the same household.

14.11.3 An eligible Employee is entitled to Compassionate Care Leave of absence without pay of up to eight (8) weeks duration in a twenty-six (26) week period. The leave of absence without pay must be taken in no more that two (2) periods. No period of leave of absence may be less than one (1) week's duration, except where the Compassionate Care Leave is immediately followed by Bereavement Leave.

- 14.11.4 An eligible Employee may end the Compassionate Care Leave of absence earlier than the end of the date of the requested period of leave by giving the Employer at least forty-eight (48) hours notice of the expected date of return or shorter period as may be agreed with the dean/director.
 - 14.11.5 An Employee returning from Compassionate Care Leave shall be returned to his/her former position.
 - 14.11.6 An Employee on Compassionate Care Leave, shall have the option to continue at his/her cost all benefits during leave, subject to Canada Revenue Agency restrictions.
- An Employee who takes a Compassionate Care Leave shall continue to be eligible for Bereavement Leave as defined in Clause 14.4.1

14.12 FAMILY LEAVE

Family leave allows employees unpaid time off, to deal with family responsibilities or personal illness. Up to three (3) unpaid days per calendar year can be taken as Family Leave.

- 14.12.1 In order to qualify for Family Leave a staff member must:
 - (a) Have completed a minimum of 30 days of employment.
 - (b) employees must provide their employer with as much notice as reasonable and practical.
- 14.12.2 An eligible family member is defined to include:

Children, stepchildren, parents, grandparents, spouses, common law spouses, brothers, sisters, step brothers & sisters, aunts, uncles, nieces and nephews. The definition also includes those who are not related, but are considered a family member.
- 14.12.3 If there is no family leave taken in a calendar year, the unused days cannot be carried over to future years.
- 14.12.4 An employee may request either a full or half-day off without pay for Family Leave.
- 14.12.5 An employee who takes Family Leave, and is eligible for benefits shall have the option to continue at his/her cost all benefits during the leave, subject to Canada Revenue Agency restrictions.

ARTICLE 15 STAFF BENEFITS

- 15.1 The present staff benefits consisting of the Group Life Insurance Plan, Long Term Disability Plan, Group Supplementary Health Benefits, Dental Plan, Travel Health Plan, Homeowners/Tenants Insurance and The University of Winnipeg **Trusteed** Pension Plan, shall continue to cover eligible employees for the duration of this Collective Agreement unless changed by a recommendation of the Joint Employee Benefits Committee or the **Board of Trustees** and approval by the Board of Regents.
- 15.1.1 In addition to the above benefits, the parties have negotiated the inclusion of employer paid benefits as follows:
 - a) Vision care benefits of \$250 every twenty-four months for **all eligible** full-time and **part-time** employees. This plan is available for employees and dependents under the same

eligibility definitions as currently in use for the Extended Health and Dental plans. Coverage will include prescription lenses and eye examinations.

- b) An increase in the annual maximum dental coverage to \$1,500 per eligible employee and dependent effective June 1, 2003.
- c) An increase in the life-time maximum orthodontic coverage to \$1,600 eligible employee and dependent effective June 1, 2003.
- d) Effective January 1, 2008 an increase of \$50.00 to the Health Spending Account (HSA) for each regular Employee eligible for coverage under the Extended Health and Dental Plans to the amount of \$200.00 per employee per calendar year. Effective January 1, 2009 an increase of \$50.00 to the Health Spending Account (HSA) for each eligible regular employee as defined above to a maximum of \$250.00 per employee per calendar year. **Effective January 1, 2013, an increase of \$50 to the Health Spending Account as defined above to a maximum of \$300 per employee per calendar year.**

Any health expenditure that is in excess of the basic Health and Dental plan expenses (including deductibles or co-payment amounts) or medical and dental expenses which are not covered under the basic Health and Dental plans but are considered tax deductible by the Canada Revenue Agency, shall be eligible for reimbursement under the HSA.

- e) Effective April 1, 2006 Physiotherapy; Athletic Therapy; Chiropractic; Occupational Therapy; Massage Therapy; and Acupuncture, for a combined maximum coverage of \$500 per eligible person per calendar year.
- f) Wellness/Sustainability Account effective April 1, 2008 (\$75 for balance of 2008) and effective January 1, 2009, increase the amount to \$100 per calendar year. This benefit is in accordance with Canada Revenue Agency rules and will be a taxable benefit.

- 15.2 The Employer shall provide each employee with a summary of all benefits mentioned in Clause 15.1 at the time of hire and thereafter upon request.
- 15.3 The Union shall be supplied with an up-to-date master copy and revisions thereto of plans and contracts relevant to the staff benefits mentioned in Clause 15.1.
- 15.4 Within five (5) working days of receipt of same, the Employer shall provide the Business Manager of the Union with a copy of each actuarial report on the pension fund as well as any other actuarial tests and valuations performed for any reasons.
- 15.5 The Parties shall maintain a Joint Employee Benefits Committee with membership as follows:
 - 3 representatives from AESES
 - 3 representatives from U.W.F.A.
 - 3 representatives of the Employer
 - 1 representative from I.U.O.E.
 - 1 representative from U.W.F.A. (Collegiate)
 - 1 representative from the excluded employee groups.
- 15.5.1 Annually, and as changes are made, the Union shall be notified of the composition of the Joint Employee Benefits Committee.
- 15.5.2 The mandate and operational procedures shall be in accordance with the Report of the all-Party review Committee dated November 2003.

Revision of the benefit levels contained in the existing benefit plan which are projected to result in increased employer or joint employee/employer premiums or contributions shall be subject to the negotiations process and are not within the mandate of the Joint Employee Benefits Committee (JEB).

New benefit plans in which there would be a requirement for employer premiums/contributions shall be subject to the negotiations process and are not within the mandate of the Joint Employee Benefits Committee (JEB).

Payroll deduction purchase purchase/contribution plans such as the Canada Savings Bonds, United Way, parking, and faculty and staff club, etc. are not benefit plans and therefore are not within the mandate of the joint Employee Benefits Committee (JEB).

15.5.3 The Committee shall be provided with the necessary information and documents relevant to the examination described in this Clause and make such recommendations as it deems appropriate to the Parties.

15.6 Where the Employer requires an employee to take a course(s), conference or seminar, the employee shall be given time to take the course(s), conference or seminar if it occurs during the regular work day. Employees will not suffer any loss in regular pay for time spent at such course(s), conference or seminars. Where the actual classroom participation in the course(s), conference or seminar occurs outside of the employee's regular work day attendance shall be optional for the employee. If the employee agrees to attend outside of the employee's regular work day, the employee and the appropriate Manager shall mutually agree on a change in the employee's regular work schedule in order to compensate for the actual classroom hours. The Employer shall pay the costs of tuition, books and other related and required expenses.

15.7 TUITION SCHOLARSHIP PROGRAM

(a) The Employer will establish and maintain a University Tuition **Scholarship** Program to which all eligible University employees, their spouses (including same sex spouses) and their eligible dependents may apply. For the purpose of this Clause eligible employee shall be defined as a continuing or part-time continuing employee whose hours of work are fixed at 50% or more of the standard work week. Eligible dependents shall be all natural children, legally adopted children, and stepchildren (including the children of same sex spouses) who are unmarried and under the age of 21 and dependent on the employee for support; or unmarried and under the age of twenty-five (25) and a full-time student of The University of Winnipeg. The age restrictions do not apply to a physically or mentally incapacitated child. The applicants and the employees must meet the eligibility requirements as at the first day of classes for the term in which the applicant is applying for the Tuition **Scholarship** Program.

The Tuition **Scholarship** Program will be administered by the Employer and will provide Tuition **Scholarship** for credit courses leading to the applicant's first undergraduate degree. For the purpose of this clause the University of Winnipeg B. Education degree shall be considered as a first undergraduate degree. **Scholarships** will apply only to credit courses completed at The University of Winnipeg. The **Scholarships** shall be disbursed in June and August of each academic year and shall be equal to the tuition fees paid for courses which the applicant has completed with the grade of C or better within the academic term(s) immediately preceding the disbursement. Tuition fees shall not include special charges associated with certain courses, such as supplementary course service fees, travel costs, student association fees, caution fees or any other charges or expenses added to the normal standard fees. The maximum value of **Scholarship** support available to an applicant will be the minimum number of full course equivalents required to complete one undergraduate degree program at The University of

Winnipeg as defined by Senate regulations. Applicants are required to pay all fees according to the University's normal schedule of fees and associated deadlines.

- (b) Employees shall be entitled to one (1) day off without loss of regular salary to write a final examination for any University of Winnipeg credit course.
- (c) Continuing employees or part-time continuing employees whose hours are fixed at 50% or more of the standard work week:
 - (i) who do not qualify for Benefits for credit courses as a result of having an undergraduate degree; or
 - (ii) who do not qualify as a result of having already completed the minimum number of undergraduate courses required to complete an undergraduate degree according to Senate regulation shall be eligible for **Tuition Scholarship** provided in Clause 15.7 (a) for credit courses taken outside of their scheduled hours of work (except as part of modified work week arrangements) provided that there is space available in the courses. In order to be eligible for **Tuition Scholarship** under these provisions, employees must register for these courses during late in-person registration. The University will provide assistance to employees in this registration process.
- (d) **The Tuition Scholarship program will be administered in accordance with Canada Revenue Agency Guidelines.**

15.8

TUITION REIMBURSEMENT

- (a) Full-time continuing employees and part-time continuing employees whose hours of work are fixed at 50% or more of the standard work week, following successful completion of their probationary period, shall be eligible to receive:
 - i) reimbursement of 50% of tuition fees upon successful completion of any non-credit course offered by The University of Winnipeg Continuing Education Division, (see attached LOU on what is and is not covered by tuition reimbursement)
 - ii) reimbursement of 50% of tuition fees upon successful completion of any credit or non-credit course offered by another post-secondary institution provided the course is job related as approved by the Human Resources Department in consultation with the Employee and his/her appropriate Manager and is not offered at the University of Winnipeg:
 - iii) the benefits provided in a. and b. will be pro rated for the part time continuing Employees referred to in Clause 15.8 (a)
- (b) Provided that a similar course is not already provided by University of Winnipeg a full time continuing and part time continuing employee (pro-rated as per 15.8 (a)) whose hours of work are fixed at 50% or more of the standard work week, following successful completion of their probationary period, shall be eligible to receive reimbursement of 50% of tuition fees upon successful completion of any course offered by the IUOE Training facility to a maximum of \$500 per fiscal year. The IUOE Training Facility course must be related to job functions regularly performed by members of the bargaining unit as approved by Human Resources in consultation with the employee and his/her appropriate manager

15.9

GENERAL PROVISIONS

The general conditions which apply to tuition benefit/reimbursement are as follows:

- (a) The tuition reimbursement shall continue in effect until completion of the course currently in progress at the time the employee ceased to be an employee in accordance with Clause 8.5.
- (b) Application for tuition **scholarship** must be made by the student;
- (c) Application for the tuition reimbursement must be made by the employee;
- (d) Application for tuition reimbursement must be through the Human Resources Department prior to registration and on the application form provided.
- (e) Application for the tuition **scholarship** must be made through the Awards and Financial Aid Office;
- (f) Employees are also eligible to apply for tuition **scholarship**/reimbursement benefits while on leave of absence with pay, maternity/adoption leave, lay-off or Long Term Disability.

15.10 Employees shall be granted necessary time off with pay to write the exams required by the Manitoba Government for certification where such certification has been approved by the Director or designate as being related to the work performed in the Department.

15.11 REDUCED APPOINTMENTS

15.11.1. Reduced Appointments provide Employees with more flexible employment arrangements and allow the Employer to meet changing needs during periods of fiscal restraint.

15.11.2 An Employee in a full-time continuing position shall be eligible to apply for a reduced appointment if he/she is a member of the University of Winnipeg Pension Plan immediately preceding the commencement of the proposed reduced appointment and has accumulated at least ten (10) years of seniority.

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

15.11.4 An eligible Employee may make written application for a reduced appointment to the appropriate Vice-President of the University at least six (6) months prior to the requested commencement date of the reduced appointment. A copy of the application should be sent to the Executive Director of Human Resources which, in turn, will notify the Union. Decisions on the granting of reduced appointments will normally be made at least three (3) months (and in any event not less than two (2) months) prior to the commencement of the reduced appointment and notice thereof given in writing.

15.11.5 An Employee whose application for a reduced appointment is approved shall have a "Normal Salary" computed as if the Employee were continuing on full-time status. All relevant salary adjustments shall be applied to the Normal Salary. The "Actual Salary" to be paid to the Employee shall be pro-rated from the Normal Salary in direct relation to the approved reduction in hours of work for the reduced appointment.

15.11.6 The Employer shall send the Union and the Employee whose application is approved a letter of appointment stating:
(a) the Employee's current Normal Salary
(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.

15.11.7 The duties of the Employee on a reduced appointment may involve any combination of the Employee's former duties.

15.11.8 No reduced appointment shall take effect until and unless the Employee indicates in writing to the appropriate Vice-President of the University his/her acceptance of the reduced appointment and all of its terms and conditions as specified in the letter of appointment. No fundamental change to the class specification will take effect without agreement between the Employer and the Union.

15.11.9 An Employee on a reduced appointment shall continue to be a member of the bargaining unit and shall be covered by this Collective Agreement.

15.11.10 An Employee on a reduced appointment shall continue to participate in the University of Winnipeg **Trusteed** Pension Plan and other staff benefit plans provided for in Article 15, Staff Benefits. Except as provided in Clause 15.11.12 below, both the Employee's and the Employer's contributions shall be based on the Normal Salary and coverage for the University of Winnipeg **Trusteed** Pension Plan and the Life Insurance Plan shall be based on the Normal Salary. For Pension purposes, a Member of a reduced appointment shall receive credited service in accordance with the terms of the University of Winnipeg **Trusteed** Pension Plan.

15.11.11 For the purposes of computing credited service for the formula pension, an Employee on a reduced appointment who is continuing contributions to the University of Winnipeg Pension Plan based on his/her Normal Salary Rate shall receive credit as if employed on a full-time basis.

15.11.12 An Employee on a reduced appointment maintaining contributions to the Long Term Disability Plan shall be covered under that Plan, with contributions and coverage based on his/her Actual Salary. The provisions of Clause 13.2 shall also apply to such an Employee, with payments being based on his/her Actual Salary.

15.11.13 Service for purposes of calculating vacation entitlement and seniority of an Employee on a reduced appointment shall be accumulated on the basis of the reduced hours of work.

15.11.14 An Employee on a reduced appointment may not return to full-time employment in the same position or change the percentage reduction in hours of work unless said return or change is approved by the Employer, Human Resources and the Union.

ARTICLE 16 UNIFORMS, SAFETY, EQUIPMENT AND TOOLS

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 the employee is expected to use such equipment as part of his/her job.

16.2 The Union and the Employer recognize the need to provide protection of personnel and the property of the Employer and the employees (including, without limiting the generality of the foregoing, proper care of research animals) at all times.

- 16.3 The Employer shall comply with applicable federal, provincial and municipal health and safety legislation and regulations.
- 16.4 The Employer shall provide all uniforms (which is defined as a shirt and a pair of pants) or special work clothing and identification tags which will be worn while on duty, for all full-time and part-time continuing employees as follows.
- (a) Exchange of worn or damaged uniforms shall be provided by the employer on an as needed basis.
 - (b) Employees shall wear uniforms or special articles only when on duty or traveling directly to or from work. The wearing of uniforms while on duty is required.
 - (c) The Employer shall provide inclement weather gear such as parkas, rubber boots, and gloves, as required in the performance of their assigned duties.
 - (d) The Employer shall provide new employees with eight complete sets of uniforms within thirty (30) days of being hired.
 - (e) Every employee will be provided with 4 new uniform items (an item to be defined as a shirt, a pair of pants, or sweatshirt) each fiscal year, no later than February 28th of each fiscal year.
 - (f) The quality and type of identification tag and uniforms shall be a matter for discussion and decision of the Labour Management Relations Committee.
 - (g) All uniforms shall be supplied at the cost of the Employer.
 - (h) **Employees working the majority (greater than 50%) of their duties out of doors will be provided with the option of sun protection in the way of appropriate headwear. The Employee may determine the style, and the Employer shall provide one hat per fiscal year.**
- 16.5 Upon receipt of a claim for the costs of repair or replacement of an employee's glasses which were damaged or broken in the performance of an employee's duties, the Employer shall arrange for the reimbursement of these costs.
- 16.6 Employees will not be required to provide their own tools and should take all reasonable care in the use of tools provided by the Employer.
- 16.7 The Employer agrees to reimburse each non-probationary continuing employee for the purchase of CSA-approved safety footwear to a maximum amount of \$200.00 within each twenty-four month period from date of purchase. All employees will be required to wear safety footwear at all times while at work. Replacement, as necessary, will occur where safety shoes are damaged due to work conditions **or are deemed no longer able to provide the necessary protection to a maximum of two pairs in any twenty four month period unless exceptional work related wear occurs and further replacements are necessary.**
- Employees who require special orthotic adjustments or the manufacturing of customized or modified safety footwear will be fully reimbursed by the Employer. Amounts not covered through the Safety Footwear Benefit, the Employee's Extended Health Benefit plan, and/or the Health Spending Account will be provided to the employee upon presentation of appropriate documentation of the outstanding balance.

ARTICLE 17 CLASSIFICATIONS

17.1 The Employer shall prepare classification specifications which will describe the duties and requirements of each classification within the bargaining unit. The Employer shall provide a copy of all classification specifications to the Union. These shall then become the recognized classification specifications and shall not be changed unless in accordance with the provisions of Clause 17.2.

17.2 In the event the Employer establishes or proposes to establish a new classification or there is a change in the job content of a recognized classification, the Union shall receive a copy of the classification specification and accompanying rate of pay.

Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification specification shall become established and the rate of pay shall be included as part of Schedule "A" of this Collective Agreement.

If the Union files written objection then the Parties shall meet to discuss the matter and commence negotiations forthwith in an attempt to reach agreement as to the appropriate rate of pay.

Failing agreement, the matter may be referred to arbitration in accordance with Clause 22.11 of the Collective Agreement.

17.3 Any disagreement between the Employer and the Union on the rate of pay for a new or revised classification shall not prevent the Employer from filling the position or assigning the work within the new or revised classification and at the proposed rate of pay. If the rate of pay of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new/or revised classification came into effect.

17.4 Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination.

17.5 At any time after an employee has been in a classification for three (3) months, the employee shall have the right to request a review of his/her classification if the employee feels that the duties of the job have changed from those of the classification specification.

17.6 The Employer will examine the duties of the employee, compare them with the classification specification, and give a decision in writing to the employee within thirty (30) calendar days as to the validity of the request.

17.7 If the employee is not satisfied with the result of the review the employee may file a grievance in accordance with Clause 22.9.

ARTICLE 18 SALARY ADMINISTRATION

18.1 Employees shall be paid bi-weekly in accordance with the rates in Schedule "A". A bi-weekly pay period shall consist of fourteen (14) calendar days.

18.2 The Employer shall pay a new employee the new rate of pay when hired and the full rate after the successful completion of the probationary period.

18.3 Where an existing employee is reclassified or transfers to a classification which has a higher full rate of pay than his/her current classification he/she will receive:

(a) The starting rate for the classification provided that this gives a minimum of three percent (3%) increase. Upon successful completion of the trial period the employee shall move to the full rate of pay.

(b) Where the starting rate provides less than a three percent (3%) increase the full rate for the classification would be paid.

18.4 Where an employee is directed to perform and does perform for a period of one (1) full working day or eight (8) hours in any calendar week (Monday through Sunday), the duties characteristic of a classification which entitle him/her to a rate of pay higher than his/her current classification the provisions of Clause 18.3 shall apply for all time performing such duties.

18.4.1 In making a temporary appointment in accordance with Clause 18.4 to replace a continuing employee for a period in excess of three (3) months, the Employer shall offer such a temporary appointment to the senior employee who possesses the qualifications for the position. No such temporary appointment shall exceed six (6) months unless mutually agreed by the Employer and the Union.

ARTICLE 19 LAY-OFF, RECALL AND RESIGNATION

19.1 In the event of the proposed lay-off of a continuing employee, the least senior employee in the affected classification shall be the first laid off. For the purposes of lay-off, seniority within the bargaining unit shall be the determining factor.

19.2 The Employer will provide the continuing employee with a minimum of thirty (30) working days notice of the lay-off. A meeting will be arranged within five (5) working days with the employee, a representative of the Union and representatives from the Employer to review available options provided by this Collective Agreement and a copy of an updated seniority list. All employees with less seniority than the employee who has received a notice of lay-off will be notified of the potential for a lay-off as a result of seniority displacement. Within five (5) working days of this meeting the employees shall advise the Employer in writing of the options chosen under the terms of the Collective Agreement.

If the employee elects to accept the lay-off, the employee shall receive the full notice period or an amount of pay equivalent to the amount of notice that is lacking.

19.3 A continuing employee who has received a notice of lay-off may elect to displace a less senior employee in any classification for which the employee possesses the required qualifications.

Any continuing employee displaced by the above process shall be entitled to displace other employees, if any, in the same manner as the first employee. The employee who does not have any displacement options or who chooses not to displace an employee with less seniority will be laid off effective the original date of lay-off specified in the notice referred to in Clause 19.2.

19.4 During the notice period the Human Resources Department will assist the employee with attempts to locate a transfer to another position within the University for which the employee is qualified. Should a position within the bargaining unit at the same or lower rate of pay become available such that the employee could reasonably be expected at some time during a forty (40) working day retraining period, to meet the minimum qualifications that would normally be posted, the most senior employee of those affected employees shall be offered the position. The Employer shall provide such retraining.

- 19.5 If the continuing employee is unable to displace another continuing employee and if no vacancy is available to arrange a transfer, the continuing employee will be laid off subject to the payment of a Salary Entitlement Period equal to ten (10) working days for each year of seniority or part thereof to a maximum of 120 working days. During the Salary Entitlement Period the employee shall continue to be covered by the staff benefit plans excepting sick leave and Long Term Disability.
- 19.6 Should a continuing position within the bargaining unit for which the laid off employee is qualified become available for posting, the most senior laid off employee will be considered for the position prior to posting the vacancy providing the position is not at a higher paid classification than previously held by the employee.
- 19.7 A temporary employee who has not received, at the time of hire, notice of when the employment ends and who is then laid off, shall receive a minimum of five (5) working days written notice of lay-off.
- 19.8 A casual employee who has not received at the time of hire notice of when the employment ends and who is then laid off, shall receive a minimum of one (1) working day notice of lay-off. Casual employees who are found unsuitable for the work that is required, unless dismissed in accordance with Article 20, will be returned to the status of a casual employee without loss of seniority with the required notice.
- 19.9 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.
- 19.10 A recall shall mean that a continuing employee on lay-off is called back to work in his/her former classification. No new employees shall be hired in that classification until laid off continuing employees have been given the opportunity of recall.
- 19.11 To recall a laid off continuing employee, the Employer will notify the employee by registered mail. It shall be the responsibility of the employee to keep the Human Resources Department informed of his/her current address. In the event that an employee, who is recalled, does not accept the recall for reasons other than illness or other reasonable grounds, within five (5) working days thereafter, he/she shall be deemed to have resigned. Laid off employees who are recalled shall be permitted to give their current employer, if any, required notice of termination to a maximum of ten (10) working days, in order to accept a recall.
- 19.12 All employees when resigning their employment with the Employer shall provide in writing to their supervisor as much notice as is possible of their intention to quit.
- 19.13 The minimum notice period for continuing employees shall be ten (10) working days, for temporary employees shall be five (5) working days, for casual employees shall be one (1) working day.
- 19.14 Failure by the employee to give notice as provided above will require payment by the employee in lieu of notice equivalent to the amount of notice which is lacking. Such payment shall be made by deduction from vacation pay and salary normally due and payable to the employee by the Employer. Upon mutual agreement by the Employer and the employee, the requirement for notice of intention to quit may be waived.
- 19.15 Any employee who is absent from work (except as provided in Clause 13.4 and Clause 14.1) for three (3) consecutive working days without authorization may be deemed to have resigned without notice unless the employee can prove that a request for authorization was not possible due to circumstances beyond the employee's control.

ARTICLE 20 DISCIPLINE AND DISMISSAL

20.1 Employees shall not be disciplined or dismissed except for just cause.

20.2 Employees shall not be suspended or dismissed without observance of the following steps, except in the case of severe problems such as violent behaviour, insubordination, theft or sexual harassment or in accordance with Clauses 7.4 or 7.6.

(a) STEP 1 - ORAL WARNING

The Employer shall meet with the employee for the purpose of discussing and resolving the problem. The Employer shall inform the employee of the area(s) of concern and the remedial action expected.

The employee shall be notified that the discussion is an oral warning in accordance with this Article of the Collective Agreement.

(b) STEP 2 - LETTER OF WARNING

If the problem is not resolved, then a Letter of Warning specifying the area(s) of concern and remedial action expected will be given to the employee. The Employer shall meet with the employee to review the content of the Letter.

The Employer shall inform the employee prior to the meeting that he/she is entitled to have a representative of the Union present at the meeting, and that it is the responsibility of the employee to contact the Union if he/she desires same.

The employee concerned may request the presence of a representative of the Union who shall be advised in advance by the employee of the time and place of the meeting. The Employer will notify the Union in writing of the issuance of a Letter of Warning.

If the Letter of Warning has not been removed from the employee's file within three (3) months from the date of its issuance, the Letter shall be reviewed by the Employer with the employee and every three (3) months thereafter. At this meeting, the employee may have the assistance of a representative of the Union. At any such meeting, the employee will be informed of the status of the Letter of Warning, as to whether it is to remain in effect or is to be removed from his/her file. If no further disciplinary action has taken place, then a Letter of Warning shall be removed from the employee's personnel file within twelve (12) months of the date of issuance. The Employer agrees that once the Letter has been removed from an employee's file, the Letter will not be referred to or used against an employee at any future time. The employee and the Union shall be notified in writing of the removal of the Letter.

(c) STEP 3 - SUSPENSION

If the problem is not resolved after the employee has received a Letter of Warning, then the employee shall be suspended, without pay for up to three (3) days. Any suspension shall be confirmed in writing to the employee specifying the reasons for 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.

(d) STEP 4 - DISMISSAL

If the problem is not resolved after a suspension then 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 the Human Resources Department, which will in turn notify the Union in writing of the dismissal.

20.3 An employee who is suspended or dismissed shall not require notice of suspension or dismissal.

20.4 If the employee feels any disciplinary action is unjust, he/she may resort to the grievance procedure as outlined in Article 22.

ARTICLE 21 NON DISCRIMINATION

21.1 The Parties accept the principle of equality of opportunity for all in respect to an employee's membership in the Union, terms and conditions of employment, and advancement based on bona fide qualifications. Therefore, the Parties agree that with respect to the foregoing, except as otherwise provided in this Collective Agreement or by statute, there shall be no discrimination, interference, restriction or coercion exercised or practised on any employee because of ancestry, colour, race, national origin, ethnic background, religious or political affiliation or belief, age, sex, sexual orientation, marital or family status, source of income, physical or mental disabilities or membership or activity in the Union.

ARTICLE 22 GRIEVANCE AND ARBITRATION

22.1 Should any dispute arise between the Employer and the Union, an earnest effort shall be made by both Parties hereto to settle, immediately and without delay, any such dispute.

It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a shop steward present at such a discussion if he/she so wishes.

22.2 A grievance shall be any dispute or difference arising out of the application, administration, interpretation, or alleged violation of the provisions of this Collective Agreement.

22.3 Matters to be dealt with under the provisions of this article may be discussed during working hours.

22.4 For the purpose of Article 22 the term "working day" means any of the days in the interval from Monday to Friday not designated as a paid holiday pursuant to Article 11.

22.5 Time limits as established may be extended by mutual agreement between the Employer and the Union. One or more stages of the following grievance procedures may be bypassed by mutual agreement between the Employer and the Union.

22.6 Where a group of employees who have been treated in the same manner all allege a violation of the provisions of the Collective Agreement or dispute the application, interpretation or administration of the Collective Agreement, the Union shall have the right to present a group grievance instead of individual employee grievances.

22.7 Where either party to this Collective Agreement disputes the general application, interpretation or an alleged violation of this Collective Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Director of Human Resources or his/her designee and such grievances initiated by the Employer shall be made to the Business Manager of the Union or his/her designee. In either case, the grievance shall be made within fifteen (15) working days of the date either party became aware of the act giving rise to the grievance.

22.8 The grievant shall have the right to have his/her shop steward or representative present at any of the stages of the grievance procedures.

22.9 Grievance Procedure

FIRST STAGE:

An employee or Union representative may initiate a grievance by submitting the grievance, within ten (10) working days of the date on which the employee/Union knew or ought to have known of the events giving rise to the grievance, to the **Executive** Director or designate stating the allegations and redress sought. The **Executive** Director or designate shall have ten (10) working days from the date of receipt of the grievance in which to render a decision in writing to the employee and/or Union with a copy to the Human Resources Department.

SECOND STAGE:

If the decision rendered at the First Stage does not resolve the grievance then the employee or the Union shall, within ten (10) working days, refer the grievance to the Vice-President (Finance and Administration). The Vice-President (Finance and Administration) shall, within ten (10) working days, call a meeting between representatives of the Union and the Employer. After the final meeting the Vice-President (Finance and Administration) shall, within five (5) working days, submit his/her decision to the parties concerned.

THIRD STAGE:

In the event of failure to reach a settlement, the matter may, within ten (10) working days, be referred to arbitration as provided by this article. An employee may not proceed to arbitration without the authorization and representation of the Union.

22.10 Where either Party fails to issue a decision at any stage of the grievance procedure within the time limits specified the grievance may be referred to the next stage.

22.11 Where a Party initiating the request for arbitration proceedings wishes to request arbitration by a single person arbitrator, the Party shall specify this request in the notice of referral to arbitration.

Where a party who receives notice accepts the request for a single arbitrator 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 sole arbitrator board 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 sole arbitrator is unavailable to serve within an acceptable time frame, the next person on the list will be requested to serve.

1. **Mr. Arne Peltz**
2. **Mr. Gavin Wood**

22.12 Where the party who receives notice rejects the request for a sole arbitrator the parties shall submit within ten (10) working days, the name of their nominee to a board of arbitration. The Chairperson of an arbitration board so formed shall be the next person on the list in Clause 22.11 who will be requested to serve. In the event the person requested is unavailable to serve within an acceptable time frame, the next person on the list will be requested to serve.

In the event none of the named arbitrators are available to accept the appointment, the parties or the nominees as the case may be, shall attempt to agree to an arbitrator. Failing

agreement either party may forward a request to the Minister of Labour for Manitoba to make such appointment.

- 22.13 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance or matter.
- 22.14 It is mutually agreed by both parties to this Collective Agreement that the decision of the Chairman, in the absence of a majority decision of the Board, shall be final, binding and enforceable upon the Employer, the Union and the grievant.
- 22.15 The Arbitrator/Arbitration Board 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.
- 22.16 Any costs incurred by either party relative to an arbitration procedure shall be borne by that party, except that the costs of the Chairman of the Board shall be shared equally by the Employer and the Union.
- 22.17 Nothing in this Collective Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

ARTICLE 23 PERSONNEL FILES

- 23.1 There shall be one (1) official University file, hereinafter referred to as the personnel file, which shall be the only file used in decisions respecting any and all terms and conditions of employment of an employee. The personnel file shall be maintained by the Human Resources Department and stored in the Human Resources Department.
- 23.2 Notwithstanding Clause 23.1, copies of some or all of the material contained in the official personnel file may also be kept in departmental files or in the President's Office. Such material shall be kept under lock and key.
- 23.3 Upon request and by appointment each employee and his/her authorized agent (such authorization to be in writing) shall have the right of access to the contents of his/her personnel file. The employee shall examine his/her file only in the presence of the Director of Human Resources or designate, and may not remove any item from his/her file.
- 23.4 None of the contents of the personnel file shall be released or made available to any person except Human Resources Department authorized personnel or the Director or designate without the express written consent of the employee concerned, except as provided for by law.
- Access to any of the contents of the personnel file for this reason shall be granted only in person to individuals who show proof that such access is required by law. Such access shall be granted only in the presence of the Director of Human Resources or his/her designate who shall notify the employee concerned as soon as possible, stating the person or persons granted or to be granted access and the reason for granting such access.
- 23.5 The personnel file shall contain a list of all persons granted access to the personnel file and the date of access with the following exceptions:
- (a) Human Resources Department authorized personnel; and
 - (b) the employee.

- 23.6 The personnel file of each employee shall contain only material pertaining to the employment of the employee, including but not restricted to transcripts, letters of application, resume, evaluation reports, correspondence relating to terms and conditions of employment and/or the discharge of duties and responsibilities, copies of materials reflecting the salary history of the employee, and materials relating to appointment or promotion of the employee.
- 23.6.1 Where an item which should have been in a personnel file is discovered not to be in the file, the Employer shall make every effort to find a copy of the item and place it into the file.
- 23.6.2 No anonymous material shall be kept in the personnel file of any employee.
- 23.7 Each employee shall have the right to have included in his/her personnel file his/her written comments on the accuracy or the meaning of any of the contents of his/her personnel file. The employee shall have the right to have removed from his/her personnel file any material which he/she can show is false, irrelevant or unsubstantiated. Such requests for removal shall be made to the Director of Human Resources.
- 23.8 An employee shall be given one (1) copy of any of the materials in his/her personnel file upon written request to the Director of Human Resources except for confidential material pursuant to Clause 23.7. Such request shall be filled within five (5) working days.
- 23.9 Signed letters of reference evaluating the suitability of a candidate for any position at the University shall be considered confidential and the employee shall not have access to such information.

ARTICLE 24 EMPLOYEE ASSISTANCE COMMITTEE

- 24.1 The University of Winnipeg Employee and Family Assistance Program will continue to cover eligible employees during the life of this Collective Agreement. The cost of the Program shall be paid by the Employer.
- 24.2 The Union shall be entitled to have one (1) representative on the University of Winnipeg Employee and Family Assistance Advisory Committee.

ARTICLE 25 TECHNOLOGICAL AND ORGANIZATIONAL CHANGE AND CONTRACTING OUT

- 25.1 It is recognized by the University and the Union that a fair and right solution of the problems of employees who are displaced by technological, organizational change or contracting out, calls for understanding and care on the part of the University and willingness to face reasonable readjustments on the part of the employee(s) concerned.
- To this purpose the Parties hereby agree to a process of meaningful consultation with regard to any proposed plan to implement technological, organizational change or contracting out where such plans may impact a significant number of employees.
- 25.1.1 A "technological change" means:
- i) the introduction by the Employer of equipment or material of a different nature or type than that previously utilized by the Employer, or
 - ii) a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.

- 25.1.2 An "organizational change" shall be defined to be any merger, amalgamation, combination or elimination of the Physical Plant Department.
- 25.2 Where the Employer proposes to effect a technological, organizational change or contracting out that is likely to affect the terms and conditions, or the security of employment of a significant number of employees or to alter significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give notice of the technological, organizational change or contracting out to the Union as far in advance as possible, but in no case less than ninety (90) calendar days before the date on which the change is to be effected.
- 25.2.1 The notice referred to in Clause 25.2 shall be in writing and shall include a detailed description of the following:
- (a) the nature of change;
 - (b) the proposed date of the change;
 - (c) the approximate number of employees likely to be affected by the change and their classifications;
 - (d) the effect that the change is likely to have on the terms and conditions, or security of employment of the employees affected, or the alteration that is likely to be made to the basis upon which the Collective Agreement was negotiated;
 - (e) the Employer's assessment of foreseeable changes in skill requirements, job functions and health and safety conditions; and
 - (f) other pertinent data relating to the effects of the change on employees.
- 25.2.2 Where the Union believes that the Employer has failed to give notice in accordance with Clauses 25.2 and 25.2.1, the Union may refer to arbitration, the question of whether the Employer has effected a change referred to in Clause 25.2.
- 25.2.3 Within five (5) working days of the provision of notice, the Employer and the Union shall engage in meaningful consultation including the identification of any concerns or problems, alternatives to the proposed change, alternative methods of implementing the proposed change or any other mutually agreed solutions.
- 25.3 If, after the application of Clause 19.3,
- (a) a continuing employee will be displaced from his/her position by a technological, organizational change or contracting out, and
 - (b) a vacant position exists within the bargaining unit such that if the employee were to be placed into it, then a reasonable change in the employee's duties may be involved and/or retraining which is reasonably within his/her capacity may be required, then the employee shall be informed of:
 - (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 25.3.2 shall apply. If he/she accepts the position, then Clause 25.3.1 shall apply.

25.3.1 Where the employee accepts an alternative position in accordance with Clause 25.3, he/she will continue to receive his/her previous salary for his/her retraining period provided that if the retraining period exceeds six (6) months, then after six (6) months, his/her salary will be that of the new position.

Any retraining in accordance with Clause 25.3.1 shall be provided during the employee's regular hours of work (unless another approach is mutually agreed upon) and at no additional cost to the employee.

25.3.2 Where the employee refuses to accept an alternative position in accordance with Clause 25.3, he/she will be offered any available position, but in this case, his/her salary will be established in accordance with the rate of pay for the position.

25.3.3 An employee may accept lay-off as an alternative to re-assignment. If an employee accepts lay-off, then he/she shall be entitled to the appropriate salary entitlement period in accordance with Clause 19.5.

In the event that the Employer contracts out, displacing an employee who qualifies for salary entitlement benefits under Clause 19.5, the maximum benefit in Clause 19.5 shall be 180 working days. Should an employee secure employment with such a contractor, the maximum benefit shall be as provided in Clause 19.5, or, if the maximum benefit has been exceeded, cease effective the date of employment with the new contractor.

25.4 When technological, organizational change or contracting out will result in a reduction or displacement of a significant number of employees, the University 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 on the treatment of the remaining complement, the matter may be submitted to the grievance and arbitration procedure in accordance with Article 22 to determine a fair and right solution of the problems of any remaining employees who are displaced by technological, organizational change or contracting out.

ARTICLE 26 DURATION AND RENEWAL OF COLLECTIVE AGREEMENT

26.1 The Collective Agreement shall be in effect from **March 20, 2010** and shall continue in force until **March 29, 2014**.

26.2 Should either party desire to propose changes to this Collective Agreement, they shall give notice in writing to the other party, not more than sixty (60) calendar days and not less than thirty (30) calendar days prior to the date of termination.

26.3 This Collective Agreement may be amended during its term by mutual agreement between the Employer and the Union.

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART

RE: ANNUAL CHRISTMAS - NEW YEAR'S BREAK

1. The Collective Agreement provides for the following holidays: ½ day holidays before Christmas Day and New Year's Day (when applicable), Christmas Day, Boxing Day, Floating Holiday, New Year's Day and from time to time Remembrance Day which fall and/or are observed during the annual Christmas - New Year's Break.

The moveable holidays are: 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. The Collective Agreement provides for three (3) days paid Christmas - New Year's Vacation Entitlement which is to normally be taken in conjunction with the annual Christmas - New Year's Break.
3. The combination of holidays and Christmas - New Year's Vacation entitlement constitute the annual Christmas -New Year's Break.

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 University 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.

.../Cont'd.

Annual Christmas - New Year's Break Cont'd.

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 thirty (30) calendar 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 11.8 of the Collective Agreement.

The University will schedule the dates for the Christmas – New Year's Break, such that employees do not return to work on January 2nd in any year.

Dated this 18th day of December, 2002

FOR THE UNIVERSITY OF WINNIPEG:

R. Graydon _____

P. Deane _____

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

G. Pelletier _____

V. Hawkins _____

H. Weigeldt _____

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART

RE: STANDBY FOR SNOW REMOVAL

It is hereby agreed and understood that the following conditions shall apply to those employees who may be required to be on standby for snow removal:

1. Standby refers to any period during which an employee is required to be available by pager contact for a possible call back.
2. The Employer will post a weekly standby schedule of those employees affected on a rotational basis for the periods of October 15 - April 15 each year.
3. Should the Employer not require an employee to remain available for standby as defined in (1) above, the Employer shall notify the employee that he/she will not be required as per the schedule as soon as reasonably possible but in no case later than the employee's last regular day of work prior to the standby period.
4. A standby period shall be from 7:00 a.m. on the first day to 7:00 a.m. on the following day. Each standby assignment shall be for at least two (2) consecutive days. An employee required to be on standby shall **be compensated in accordance with the Standby pay in Article 9.8.1**

Dated this __ day of _____, 2011.

FOR THE UNIVERSITY OF WINNIPEG:

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

L. Repski _____

G. Schiak _____

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART

RE: ENGINEERS TEN (10) HOUR SHIFT

This is to certify that the International Union of Operating Engineers, Local 987 and the management of The University of Winnipeg mutually agree that the shift engineers will work a rotating **10** hour shift schedule as follows:

1. The regular working hours shall not exceed a shift of **10** hours in any one day.
2. The hours of work are to be based on a 40 hour work week rotating a **5** week cycle as per the **posted** shift schedule. During periods of vacation or long term absences the shift cycle may be modified to **4** weeks.

Shifts to be worked:

Evening Shift (E) - 10 hours pay	1:00 pm to 11:00 pm
Day Shift (D) - 10 hours pay	7:00 am to 5:00 pm
Day Shift (SD) - 8 hours pay	7:00 am to 3:30 pm

3. There shall be three (3) twenty (20) minute rest periods during each **10** hour shift. While employees are on duty for the full length of the shift, a reasonable amount of time shall be provided for a meal break while on duty.
4. The calendar day a shift begins shall be deemed to be the day of the shift.
5. A working day for the purposes of a statutory holiday and vacation entitlement shall be deemed to be eight (8) hours.
6. All authorized time worked in excess of the hours of work for the above designated shifts shall be paid at overtime rates.
7. The University shall not pay for meals under Clause 10.9 to those employees working a regular **ten (10)** hour shift.

.../Cont'd.

Engineer's Twelve (12) Hours Shift Cont'd.

8. Shift premium shall apply as follows:

10 Hour Evening Shift - all hours worked

10 Hour Day Shift - all hours worked between 3:30 p.m. and **5:00 p.m.**

9. Changes to the hours of work listed in this Letter of Understanding shall be in accordance with Clause 9.5.

Dated this ___ day of _____, 2011

FOR THE UNIVERSITY OF WINNIPEG:

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

L. Repski _____

G. Schiak _____

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART

RE: SERVICE WORKER I CLASSIFICATION

The Parties hereby agree that the abovementioned classification shall be restricted to use for seasonal workers (April - September) or casual employees as defined in Article 6 unless mutually agreed otherwise.

Dated this 18th day of December, 2002

FOR THE UNIVERSITY OF WINNIPEG:

R. Graydon

P. Deane

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

V. Hawkins

H. Weigeldt

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART

RE: WORKERS COMPENSATION COVERAGE

The University of Winnipeg hereby agrees to prepare a joint letter with IUOE to the Workers Compensation Board, which shall outline the parties request to provide all members of the bargaining unit with Workers Compensation coverage.

Further, the parties agree that we shall request a joint meeting with appropriate individuals(s) at Workers Compensation Board to present the letter and discuss our request.

Dated this __ day of _____, 2011

FOR THE UNIVERSITY OF WINNIPEG:

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

L. Repski _____

G. Schiak _____

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART

RE: EMPLOYMENT EQUITY

The University of Winnipeg and the International Union of Operating Engineers hereby acknowledge, recognize and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial barriers in selection, hiring, training and promotion of women, aboriginal peoples, persons with disabilities and visible minorities. As well the Parties agree to cooperate in the identification and implementation of steps (providing that none of the terms and conditions of the Collective Agreement are violated) to improve the employment status of these designated target groups, which may include amendments to the Collective Agreement, if mutually agreed upon between the Parties.

The International Union of Operating Engineers will participate in the University's Employment Equity Advisory Committee and provide input to and support for the development and implementation of such new Employee Equity policies and programs as are developed by this Committee and adopted by the University as a whole.

Dated this 18th day of December, 2002

FOR THE UNIVERSITY OF WINNIPEG:

R. Graydon _____

P. Deane _____

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

V. Hawkins _____

H. Weigeldt _____

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART

**RE: MANITOBA PUBLIC INSURANCE CORPORATION - WAGE LOSS
REPLACEMENT BENEFITS**

Effective March 1, 1994 the Manitoba Public Insurance Corporation provides wage loss replacement benefits resulting from automobile accidents regardless of the existence of sickness and injury benefits provided by employers. The Parties to the Collective Agreement agree that employees should not receive combined wage loss benefits in excess of 100% of sick leave salary from these two sources for the same absence from work. To this intent the Parties agree that an employee who qualifies for wage loss replacement benefits from the Manitoba Public Insurance Corporation, shall receive a top-up sick leave benefit equal to the difference between the employee's sick leave salary for the period of absence from work related to the injury and the M.P.I.C. wage loss replacement benefits. This top-up sick leave benefit shall replace regular sick leave salary, but for the purposes of the Collective Agreement the employee shall be considered as on sick leave.

The Parties also agree that this new situation will require some consideration should frequent delays be encountered in the M.P.I.C. wage loss replacement benefits. In the case of such delays Employees will have the option of continuing on sick leave payments subject to reconciliation of the proper amounts through future payroll deductions.

During the employees absence normal pension and benefit contributions shall be continued, based on regular sick leave salary.

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

Dated this 18th day of December, 2002

**FOR THE BOARD OF REGENTS OF
THE UNIVERSITY OF WINNIPEG:**

R. Graydon _____

P. Deane _____

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

H. Weigeldt _____

V. Hawkins _____

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as "the Union")
OF THE SECOND PART

RE: TECHNOLOGICAL CHANGE AND CONTRACTING OUT

The Employer agrees that The University of Winnipeg will not lay-off a continuing employee or reduce the regular hours of work (per day or per scheduled work week) of a continuing employee as a result of contracting out the work of the bargaining unit beyond the past practice, or will not lay off any continuing employee as a result of the implementation of any technological change, without the agreement of the Union.

For the purpose of this Letter a technological change shall be defined as:

- i) the introduction by the Employer of equipment or material of a different nature or type than previously utilized by the Employer, or
- ii) a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.

For the purpose of this Letter, past practice has considered the following criteria:

- the expertise required to perform the function;
- the size and date of completion of the project; or
- the availability of the existing staff to meet the departmental priorities.

Dated this 31st day of October, 2003.

FOR THE UNIVERSITY OF WINNIPEG:

R. Graydon _____

P. Deane _____

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

M. Alberg _____

V. Hawkins _____

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred as the "Union")
OF THE SECOND PART

RE: INDIVIDUAL ARRANGEMENTS REGARDING RESIGNATION INCENTIVES

The Parties agree that the Employer is entitled to offer individual resignation incentives to assist employees who are interested in resigning on a voluntary basis. In doing so, the Employer will have the flexibility to reduce staffing levels through voluntary resignations rather than lay-offs. The Union will be provided with the details of the voluntary resignation incentives following acceptance by the individual employee.

Dated this 18th day of December, 2002

FOR THE UNIVERSITY OF WINNIPEG:

R. Graydon _____

P. Deane _____

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

V. Hawkins _____

H. Weigeldt _____

LETTER OF UNDERSTANDING

BETWEEN

FOR THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred as the "Union")
OF THE SECOND PART

RE: VOLUNTARY CONVERSION OF FULL-TIME POSITIONS TO PART-TIME POSITIONS

The Parties agree that the Employer, in providing the above mentioned job security guarantee, is entitled to accept an individual Employee's request to voluntarily convert a full-time position to a part-time position. This agreement will also assist the Employer in avoiding Employee lay-offs.

Dated this 18th day of December, 2002

FOR THE UNIVERSITY OF WINNIPEG:

R. Graydon _____

P. Deane _____

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

V. Hawkins _____

H. Weigeldt _____

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred as the "Union")
OF THE SECOND PART

RE: SICK LEAVE & ASSISTED RETURN TO WORK

The Parties agree, in principle, with a proactive approach to assisting employees to return to work safely and appropriately when the employee has been absent due to health-related reasons.

The University shall consult with I.U.O.E. on the development or acquisition of an early intervention program.

The Parties agree to meet to negotiate possible changes to the Sick Leave Article in the event that the University proceeds with an Early Intervention Program and either Party subsequently serves notice that it wishes to negotiate changes to the article.

Dated this 18th day of December, 2002

FOR THE UNIVERSITY OF WINNIPEG:

R. Graydon

P. Deane

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

V. Hawkins

H. Weigeldt

LETTER OF AGREEMENT
BETWEEN
THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred as the "Union")
OF THE SECOND PART

RE: IUOE MEMBERS SERVING AS A BOARD REGENT

The Board of Regents is the governing body of the University, and Regents are trustees with a fiduciary duty to act in the best interests of the University, and not their own interests.

The University of Winnipeg Act requires that two employees of the University, who are support staff, be elected to serve on the Board, but the Act does not make reference to union membership of those employees. Staff of the International Union of Operating Engineers are elected on the basis of this provision and requirement, and in accordance with University process in this regard.

The purpose of the legislative provision is to involve employees in the governance of the University, encourage all employees to participate, and allow them to make a full, active, and meaningful contribution to the functions of the Board.

Past practice has been for employees who are members of unions and elected to serve on the Board to be excluded from their bargaining units for the duration of their term on the Board, in order to vastly reduce the potential for conflicts between their allegiances as union members and their duties as Regents. In the last round of bargaining, between the University and the Union, to accommodate the first IUOE member elected to the Board, language had been added to the Collective Agreement to reflect that exclusion. Our other collective agreements recognize this challenge, and have amended their collective agreements to enable the exclusion while protecting the rights of the individual, so as to encourage employee participation.

However, in the bargaining of a new contract (that commenced March 25, 2007), IUOE has tabled the withdrawal of Clause 5.9 for a variety of reasons as specified at the bargaining table. The University has agreed to the withdrawal of this language, with the understanding that this will impact the role of IUOE staff on the Board, and will require that they not vote on specific items, be excused or recuse themselves in order to ensure that there is no conflict of interest, which will have the effect of these particular Regents being treated differently than their fellow Regents.

This Letter of Agreement is being developed to ensure that the parties understand that this requirement will now exist, and to ensure that when their Members are advised of this requirement that it is understood the University will not be acting in a discriminatory manner, but rather will be acting in accordance with good governance practices.

The role of the Board as prescribed in the legislation is to have overall responsibility for the University, and have authority to determine all matters of University policy (except those specifically assigned to the Senate). The specific powers granted to the Board by the legislation which may give rise to conflict with IUOE membership (policies and positions of the IUOE) in certain cases include, but are not limited to: *appointment of the President and terms; engage academic and other staff and terms; establish programs services and facilities;*

borrow money; invest money; set fees and charges; labour relations matters, enter into agreements; establish pension and other retirement plans.

Specific responsibilities of Board members, with respect to conflicts of interest, are set out in the Board's Conflict of Interest Policy. IUOE members functioning as Regents will also need to ensure that they are familiar with these requirements.

____L. Repski_____
University of Winnipeg

International Union of Operating Engineers

LETTER OF AGREEMENT

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred as the "Union")
OF THE SECOND PART

RE: TUITION REIMBURSEMENT

The parties agree, for greater clarity, that the Schulich School of Business course "Masters Certificate in Project Management", is not covered under Clause 15.8 (a) (i) and that an Employee seeking tuition reimbursement upon successful completion of the certificate course shall be entitled to a reimbursement of \$500.00

The parties agree that, in the event that the Division of Continuing Education introduces further high-end partnership programs of a similar nature to the "Masters Certificate in Project Management" that the inclusion of such programs within Clause 15.8 of this agreement or this Letter of Understanding shall be subject to mutual agreement.

Dated this _____ day of _____, 2009.

FOR THE UNIVERSITY OF WINNIPEG:

FOR THE INTERNATIONAL
UNION OF OPERATING ENGINEERS

_L. Repski_____

_G. Schiak_____

LETTER OF UNDERSTANDING

BETWEEN

**THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART**

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART**

RE: Service Worker II – vacation relief

The Parties agree that when the University’s Journeyman Painter is on vacation or any other type of short term leave of absence that Service Worker II’s will be able to assist in painting as follows: Prepares, and performs minor repairs, patching and painting.

Dated this __ day of _____, 2011

FOR THE UNIVERSITY OF WINNIPEG:

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

L. Repski _____

G. Schiak _____

LETTER OF UNDERSTANDING

BETWEEN

**THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART**

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART**

RE: Work Experience Programs Paid and Unpaid

The University of Winnipeg and the International Union of Operating Engineers, Local 987 hereby acknowledge that short term work experience programs can provide benefits to the Union, the Employer and the individual receiving the work experience.

The parties agree that when the Employer is going to consider a paid or unpaid work experience program the Employer will provide the details of said program to the Union, for further discussion prior to the implementation of said program. Participation in said programs shall be with mutual agreement, and the parties will meet to resolve issues and concerns which may arise. Agreement to participate in such programs will not unreasonably be withheld.

The Employer agrees that the use of unpaid or paid work experience programs shall not result in any position or employee being discontinued or laid off, or have a substantive impact on employees fundamental terms and conditions of employment, nor shall work experience participants replace the requirement for bargaining unit Employees.

The parties further agree that employee supervision of a student(s) or participation in work experience programs shall be voluntary.

Dated this __ day of _____, 2011

FOR THE UNIVERSITY OF WINNIPEG:

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:**

___ L. Repski _____

___ G. Schiak _____

LETTER OF UNDERSTANDING

BETWEEN

**THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART**

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART**

Letter of Understanding

Career Development and Succession Planning

The Parties acknowledge that employees are primarily responsible for their careers and career development; however the Employer also recognizes the role that we can undertake in supporting and facilitating individual career growth.

In the spirit of developing our staff for future positions, the Employer agrees to the following:

- 1. Through the performance review process, the appropriate manager will discuss individual career and training and development interests;**
- 2. Management in Physical Plant will keep a list of employees who have self-identified their interest in specific bargaining-unit positions for one year, which may be renewed by the employee at his/her request.**
- 3. In the event of a vacancy in the bargaining unit, management will review this list, and submit the employee's resume (provided by them) to the competition, and that employee will be considered in accordance with Article 7.**
- 4. If there are specific training requirements that must be met to qualify for other positions, management will support training where possible and operationally feasible.**

In recognition of their personal responsibility for their careers, Employees in the bargaining unit agree to the following:

- 1. Identifying an interest in a higher level position is completely voluntary. It shall not affect the performance review process whether an interest in another position is indicated or not. It is understood that some employees are not interested in taking on another position.**
- 2. Should an employee be interested in another position(s), it is their responsibility to understand the requirements of that position(s) and to identify, with management, the training and development requirements (if any) that may be required and to take any required or desirable training needed**
- 3. It is the employee's responsibility to provide a resume to the employer, and to keep that resume**

up-to-date.

4. In the event that the employee is going to be away for an extended period, they would ensure that contact information would be available in the event that a position was posted in their absence, and interviews needed to be scheduled. It is understood that the employee is not required to participate, however failing to provide the necessary information or declining to participate in an interview will be deemed a withdrawal from the specific competition.

Dated this ____ day of _____ 2011.

FOR THE UNIVERSITY OF WINNIPEG:

FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS:

L. Repski _____

G. Schiak _____

LETTER OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WINNIPEG
(hereinafter referred to as the "University")
OF THE FIRST PART

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987
(hereinafter referred to as the "Union")
OF THE SECOND PART

RE: Hiring Rates for Summer Students

The University and the Union agree that students hired specifically under federally or provincially wage subsidized summer employment programs will be paid at the "Full" rate for the classification that they are hired for commencing with the summer of 2012.

Dated this _____ day of _____, 2011.

FOR THE UNIVERSITY OF WINNIPEG

FOR THE INTERNATIONAL
UNION OF OPERATING ENGINEERS

L. Repski

G. Schiak

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE UNIVERSITY OF WINNIPEG (the Employer)
- and -
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987**

RE: PENSION PLAN

As negotiated between the Parties, the following changes shall occur with respect to the University Pension Plan:

Effective the bi-weekly pay period that includes January 1, 2012:

- 1. Employer minimum base contributions and Employee pension contributions to increase by 1.0% in Defined Benefit plan;**
- 2. Employer and Employee contributions in the Defined Contribution Plan to increase by 1.0% on monies subject to CPP contributions.**
- 3. Employer to raise contribution cap for Defined Contribution Plan by \$9,000 for calendar year 2012 (from the pension plan maximum which is effective January 1, 2012 from changes to CPP YMPE).**

Effective the bi-weekly that includes January 1, 2013:

- 1. Employer minimum base contributions and Employee pension contributions to increase by 1.0% in the Defined Benefit plan;**
- 2. Employer and Employee contributions in the Defined Contribution Plan to increase by 1.0% on monies subject to CPP contributions and by 0.2% on all other pension eligible income. Defined contribution plan contributions will then be set at 6.2% for both the employer and employee on all eligible monies under the plan.**
- 3. Employer to raise contribution cap for Defined Contribution Plan by \$10,000 for calendar year 2013 (from the pension plan maximum which is effective January 1, 2013 from changes to CPP YMPE). Cumulative increase of \$19,000.**

Dated _____

FOR THE UNIVERSITY OF WINNIPEG

**FOR THE INTERNATIONAL
UNION OF OPERATING ENGINEERS**

L. Repski _____

G. Schiak _____

APPENDIX "A"



International Union of Operating Engineers, Local 987

Attending Physician's Statement

Patient's Name:

Today's Date:

Is this patient suffering from an illness or injury? (Yes or No. Do not give a diagnosis.)

When did you examine or visit the patient?

When do you anticipate the patient will be able to return to work?

What if any restrictions should be placed on this patient upon return to work? (Please describe the restriction without giving a diagnosis.) How long do you anticipate the restrictions should be in place?

How might the patient's job duties be modified to meet the restrictions? (You may refer to the attached job description)

Is there a possibility of an earlier return to work, with or without modified duties?

In your opinion has an adequate program of treatment been prescribed? (Do not describe the treatment)

Has the patient refused to follow the prescribed program of treatment?

Has the patient been referred to a specialist, yes or no? (Do not describe the type of specialist.)

Will you be seeing the patient again and if so on what date?

Signature _____

THIS COLLECTIVE AGREEMENT

SIGNED AT WINNIPEG

This 17th day of the month of November, 2011.

FOR THE UNIVERSITY OF WINNIPEG:

“Lloyd Axworthy”

Dr. Lloyd Axworthy, President

“Laurel Repski”

L. Repski, Spokesperson

“Hugh Swan”

H. Swan, Executive Director

“Gina Schiak”

G. Schiak, Human Resources

**FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 987:**

“Michael Alberg”

M. Alberg, Business Representative

“David Torz”

D. Torz

“Dale Glaseman”

D. Glaseman

UNIVERSITY OF WINNIPEG / I.U.O.E. SCHEDULE "A"

Effective June 26, 2011 to September 30, 2011

(+\$200. or \$.10/hour)

No.	Classification	New Rate (40hrs/wk) (96% of Full Rate)			Full Rate (40hrs/wk)		
		Hourly	Biweekly	Approx. Annual	Hourly	Biweekly	Approx. Annual
1	Service Worker 1	11.78	942.40	24,502.40	12.27	981.60	25,521.60
2	Service Worker 2	17.84	1,427.20	37,107.20	18.58	1,486.40	38,646.40
3	Service Worker 3	19.18	1,534.40	39,894.40	19.97	1,597.60	41,537.60
4	Service Worker Lead Hand	22.71	1,816.80	47,236.80	23.65	1,892.00	49,192.00
5	Painter	23.61	1,888.80	49,108.80	24.59	1,967.20	51,147.20
6	Utility Worker	23.74	1,899.20	49,379.20	24.72	1,977.60	51,417.60
7	Controls Technician	28.44	2,275.20	59,155.20	29.62	2,369.60	61,609.60
8	Carpenter	25.34	2,027.20	52,707.20	26.39	2,111.20	54,891.20
9	Class Engineer "4th Class" (Required Ticket)	23.50	1,880.00	48,880.00	24.47	1,957.60	50,897.60
10	3rd Class Engineer (Optional Ticket)	25.77	2,061.60	53,601.60	26.84	2,147.20	55,827.20
11	Assistant Chief Engineer (112% of "3rd Class")	28.85	2,308.00	60,008.00	30.05	2,404.00	62,504.00
12	Plumber	28.44	2,275.20	59,155.20	29.62	2,369.60	61,609.60
13	Electrician	28.44	2,275.20	59,155.20	29.62	2,369.60	61,609.60

* Service Worker II's shall receive the difference between the Service Worker III full rate and the Service Worker II full rate as a premium for all hours worked while performing painting duties.

UNIVERSITY OF WINNIPEG / I.U.O.E. SCHEDULE "A"

Effective October 1, 2011 to March 31, 2012

(new 2.25% step increment for completing one year of service)

No.	Classification	New Rate (40hrs/wk) (96% of Full Rate)			Full Rate (40hrs/wk)			1 YR. Rate (102.25% of Full Rate)		
		Hourly	Biweekly	Approx. Annual	Hourly	Biweekly	Approx. Annual	Hourly	Biweekly	Approx. Annual
1	Service Worker 1	11.78	942.40	24,502.40	12.27	981.60	25,521.60	12.55	1,004.00	26,104.00
2	Service Worker 2	17.84	1,427.20	37,107.20	18.58	1,486.40	38,646.40	19.00	1,520.00	39,520.00
3	Service Worker 3	19.18	1,534.40	39,894.40	19.97	1,597.60	41,537.60	20.42	1,633.60	42,473.60
4	Service Worker Lead Hand	22.71	1,816.80	47,236.80	23.65	1,892.00	49,192.00	24.18	1,934.40	50,294.40
5	Painter	23.61	1,888.80	49,108.80	24.59	1,967.20	51,147.20	25.14	2,011.20	52,291.20
6	Utility Worker	23.74	1,899.20	49,379.20	24.72	1,977.60	51,417.60	25.28	2,022.40	52,582.40
7	Controls Technician	28.44	2,275.20	59,155.20	29.62	2,369.60	61,609.60	30.29	2,423.20	63,003.20
8	Carpenter	25.34	2,027.20	52,707.20	26.39	2,111.20	54,891.20	26.98	2,158.40	56,118.40
9	Class Engineer "4th Class" (Required Ticket)	23.50	1,880.00	48,880.00	24.47	1,957.60	50,897.60	25.02	2,001.60	52,041.60
10	3rd Class Engineer (Optional Ticket)	25.77	2,061.60	53,601.60	26.84	2,147.20	55,827.20	27.44	2,195.20	57,075.20
11	Assistant Chief Engineer (112% of "3rd Class")	28.85	2,308.00	60,008.00	30.05	2,404.00	62,504.00	30.73	2,458.40	63,918.40
12	Plumber	28.44	2,275.20	59,155.20	29.62	2,369.60	61,609.60	30.29	2,423.20	63,003.20
13	Electrician	28.44	2,275.20	59,155.20	29.62	2,369.60	61,609.60	30.29	2,423.20	63,003.20

* Service Worker II's shall receive the difference between the Service Worker III full rate and the Service Worker II full rate as a premium for all hours worked while performing painting duties.

UNIVERSITY OF WINNIPEG / I.U.O.E. SCHEDULE "A"

Effective April 1, 2012 to March 30, 2013

(2.5% General Salary Increase plus 0.5% Market Adjustment)

No.	Classification	New Rate (40hrs/wk) (96% of Full Rate)			Full Rate (40hrs/wk)			1 YR. Rate (102.25% of Full Rate)		
		Hourly	Biweekly	Approx. Annual	Hourly	Biweekly	Approx. Annual	Hourly	Biweekly	Approx. Annual
1	Service Worker 1	12.13	970.40	25,230.40	12.64	1,011.20	26,291.20	12.92	1,033.60	26,873.60
2	Service Worker 2	18.37	1,469.60	38,209.60	19.14	1,531.20	39,811.20	19.57	1,565.60	40,705.60
3	Service Worker 3	19.75	1,580.00	41,080.00	20.57	1,645.60	42,785.60	21.03	1,682.40	43,742.40
4	Service Worker Lead Hand	23.39	1,871.20	48,651.20	24.36	1,948.80	50,668.80	24.91	1,992.80	51,812.80
5	Painter	24.32	1,945.60	50,585.60	25.33	2,026.40	52,686.40	25.90	2,072.00	53,872.00
6	Utility Worker	24.45	1,956.00	50,856.00	25.47	2,037.60	52,977.60	26.04	2,083.20	54,163.20
7	Controls Technician	29.29	2,275.20	59,155.20	30.51	2,440.80	63,460.80	31.20	2,496.00	64,896.00
8	Carpenter	26.10	2,088.00	54,288.00	27.19	2,175.20	56,555.20	27.80	2,224.00	57,824.00
9	Class Engineer "4th Class" (Required Ticket)	24.20	1,936.00	50,336.00	25.21	2,016.80	52,436.80	25.78	2,062.40	53,622.40
10	3rd Class Engineer (Optional Ticket)	26.54	2,123.20	55,203.20	27.65	2,212.00	57,512.00	28.27	2,261.60	58,801.60
11	Assistant Chief Engineer (112% of "3rd Class")	29.71	2,376.80	61,796.80	30.95	2,476.00	64,376.00	31.65	2,532.00	65,832.00
12	Plumber	29.29	2,343.20	60,923.20	30.51	2,440.80	63,460.80	31.20	2,496.00	64,896.00
13	Electrician	29.29	2,343.20	60,923.20	30.51	2,440.80	63,460.80	31.20	2,496.00	64,896.00

* Service Worker II's shall receive the difference between the Service Worker III full rate and the Service Worker II full rate as a premium for all hours worked while performing painting duties.

UNIVERSITY OF WINNIPEG / I.U.O.E. SCHEDULE "A"

Effective March 31, 2013 to March 29, 2014

(2.8% General Salary Increase plus 0.5% Market Adjustment)

No.	Classification	New Rate (40hrs/wk) (96% of Full Rate)			Full Rate (40hrs/wk)			1 YR. Rate (102.25% of Full Rate)		
		Hourly	Biweekly	Approx. Annual	Hourly	Biweekly	Approx. Annual	Hourly	Biweekly	Approx. Annual
1	Service Worker 1	12.53	1,002.40	26,062.40	13.05	1,044.00	27,144.00	13.34	1,067.20	27,747.20
2	Service Worker 2	18.99	1,519.20	39,499.20	19.78	1,582.40	41,142.40	20.23	1,618.40	42,078.40
3	Service Worker 3	20.41	1,632.80	42,452.80	21.26	1,700.80	44,220.80	21.74	1,739.20	45,219.20
4	Service Worker Lead Hand	24.16	1,932.80	50,252.80	25.17	2,013.60	52,353.60	25.74	2,059.20	53,539.20
5	Painter	25.12	2,009.60	52,249.60	26.17	2,093.60	54,433.60	26.76	2,140.80	55,660.80
6	Utility Worker	25.26	2,020.80	52,540.80	26.31	2,104.80	54,724.80	26.90	2,152.00	55,952.00
7	Controls Technician	30.26	2,275.20	59,155.20	31.52	2,521.60	65,561.60	32.23	2,578.40	67,038.40
8	Carpenter	26.97	2,157.60	56,097.60	28.09	2,247.20	58,427.20	28.72	2,297.60	59,737.60
9	Class Engineer "4th Class" (Required Ticket)	25.01	2,000.80	52,020.80	26.05	2,084.00	54,184.00	26.64	2,131.20	55,411.20
10	3rd Class Engineer (Optional Ticket)	27.42	2,193.60	57,033.60	28.56	2,284.80	59,404.80	29.20	2,336.00	60,736.00
11	Assistant Chief Engineer (112% of "3rd Class")	30.70	2,456.00	63,856.00	31.98	2,558.40	66,518.40	32.70	2,616.00	68,016.00
12	Plumber	30.26	2,420.80	62,940.80	31.52	2,521.60	65,561.60	32.23	2,578.40	67,038.40
13	Electrician	30.26	2,420.80	62,940.80	31.52	2,521.60	65,561.60	32.23	2,578.40	67,038.40

* Service Worker II's shall receive the difference between the Service Worker III full rate and the Service Worker II full rate as a premium for all hours worked while performing painting duties.