

COLLECTIVE AGREEMENT

BETWEEN:

THE UNIVERSITY OF MANITOBA
(Physical Plant, Dining Services and Residence Unit)



March 29, 2014 – March 24, 2017

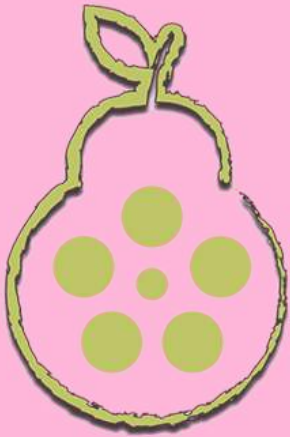
COLLECTIVE AGREEMENT

BETWEEN:

THE UNIVERSITY OF MANITOBA
(Physical Plant, Dining Services
and Residence Unit)

(hereinafter called "the Employer"
and/or "the University" and/or "the UM")

OF THE FIRST PART



- and -

UNIFOR CANADA AND ITS LOCAL 3007

(hereinafter called "the Union")

OF THE SECOND PART

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FOR THE PERIOD

MARCH 29, 2014 – MARCH 24, 2017

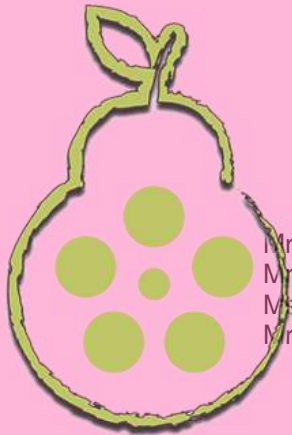
NEGOTIATING COMMITTEES

2014-2017 UM-UNIFOR COLLECTIVE AGREEMENT

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ARTICLE 1 PURPOSE AND SAVINGS CLAUSE

1.1 Purpose

The purpose of this Collective Agreement in establishing terms and conditions of work, hours of work, wages and salaries is to promote cooperation and harmony between Employer and employees, in recognition of the need for the successful operation of the University as a public institution designed to promote higher education, and accordingly, but without limiting the generality of the foregoing, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes, lockouts, waste, avoidable expenses and unnecessary delays.

1.2 Mutual Intent

It is the mutual intent of the Parties in carrying out their respective responsibilities to act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

1.3 Mutual Interest

The mutual interest of the Employer and its employees is hereby recognized and all Parties to this Collective Agreement are pledged to assist in the operation of the Departments of the Employer mentioned in Clause 2.1 of this Collective Agreement, and pledge themselves to refrain from taking part in sympathy strikes.

Savings Clause

Should it be determined that any provision or provisions of this Collective Agreement would be a violation of any legally effective Federal and/or Provincial Statute and/or Regulation(s) made there under, the Parties hereto agree to amend this Collective Agreement for the sole purpose of making such provision or provisions conform to such Federal or Provincial Statute or Regulation(s) there under, and all other provisions of this Collective Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 2 SCOPE AND RECOGNITION

2.1 Bargaining Unit

The Employer, in accordance with Manitoba Labour Board Certificate No. MLB-5144 dated May 25, 1995, recognizes the Union as the exclusive bargaining agent for all employees of the University of Manitoba in the Operations, Maintenance, Food Service and Residence Departments, except students who are enrolled in the current academic year in a high school or a university in a full-time program of study, those covered by Manitoba Labour Board Certificate Nos. MLB/2469 (CUPE Local 1482/Faculty of Engineering), MLB-3974 (AESES), MLB-4002 (CUPE Local 3909/Teaching Assistants) and MLB-5259 (CUPE Local 3909/Sessional/Part-Time Teaching Staff) and those excluded by *The Labour Relations Act* of Manitoba.

2.2 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees coming under this Collective Agreement in collective bargaining with relation to wages, hours of work and other conditions of employment as set forth herein. The Employer agrees that every employee shall have the right to join and support the Union in accordance with *The Labour Relations Act*, Chapter L10, Part 1, Section 5(1) and the Employer agrees that it will not interfere with the formation, selection, or administration of the Union in accordance with *The Labour Relations Act*, Chapter L10, Section 6(1).

2.3 **Application**

This Collective Agreement shall apply to those employees of the University of Manitoba who are within the bargaining unit defined in Manitoba Labour Board Certificate No. MLB-5144 and who are employed in the classifications set forth in Schedule "A", Schedule "B" and Schedule "C" attached and inclusive of this Collective Agreement.

2.4 **Revised and New Classifications**

Existing classifications may be revised and new classifications may be established during the term of this Collective Agreement.

In the event that any existing classification(s) is revised and or new classifications(s) established during the term of this Collective Agreement, the Employer shall notify the Union by providing a copy of the revised or new classification specification to the Union with the changes highlighted and underlined. The Employer shall also notify the Union in writing as to the rate of pay for the new or revised classification, the names of any current employees whose rate of pay will be affected and the effective date of the new rate of pay.

The Employer and the Union shall meet to review the new or revised classification specification, to discuss any changes that are significant and to discuss the rate of pay. If the Employer and the Union are unable to agree upon the rate of pay for the new or revised classification within thirty (30) calendar days of the notice being received by the Union, the matter of the rate of pay shall be referred to arbitration in accordance with Clause 14.10 of the Collective Agreement. If there is a change to wages, the affected employee(s) will be paid back pay retroactive to the date the classification was established or revised. All existing classification specifications shall be provided to the Union within thirty (30) calendar days from the date of ratification of this agreement and any changes thereof.

Any disagreement between the Employer and the Union on the rate of pay for a new or revised classification shall not preclude the Employer from filling a position within the new or revised classification.

Other related duties shall be defined as duties that are characteristic of the duties of the classification.

Inclusions In/Exclusions from Bargaining Unit

Any disagreement between the Employer and the Union on whether or not any given classification, position, or work falls within the UNIFOR bargaining unit (MLB Certificate No. MLB-5144), may be referred to the Manitoba Labour Board for a ruling, in accordance with *The Labour Relations Act* of Manitoba.

2.6 **Classification Specifications**

Classification specifications for the job classifications shall be available from Human Resource Services or the Union and shall be posted on their respective web sites.

2.7 **Students Excluded**

Students who are enrolled in the current academic year in a high school or university in a full-time program of study are excluded from the bargaining unit as students and therefore not covered by the Collective Agreement.

Students, who are excluded from the bargaining unit, under Manitoba Labour Board Certificate No. MLB-5144 may perform work of the bargaining unit providing that a student does not displace an employee in the bargaining unit.

In order to retain student status a student must present, upon request, proof of current school year enrolment within an accumulation of twenty (20) working days. A student must, upon request, present proof of acceptance in a full-time program of study for the upcoming school term by August 31st. Failure to produce such evidence, the employee shall be subject to immediate deduction of dues.

Proof of acceptance referred to above shall be, in a case of a student of the University of Manitoba, a letter from the Admissions Office confirming that the student is accepted or enrolled in a full-time program of study, or in the case of another school, a letter from an authority of that school confirming that the student has been accepted or enrolled in a full-time program of study.

2.8 Excluded Persons Performing Work of Bargaining Unit

Persons whose positions are excluded from this Collective Agreement shall be permitted to perform work similar to those members of the bargaining unit where the work is for experimentation, instruction or resolving emergencies.

ARTICLE 3 UNION MEMBERSHIP

3.1 Inherent Right to Apply

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

No Employer Interference

It is agreed that there will be no discrimination, interference, restraint, or intimidation exercised or practiced upon any employee by the Employer, or its agents, or by the Union, or its representatives, because of membership or non-membership in the Union.

3.3 No Solicitation During Working Hours

It is further agreed that there shall be no solicitation for membership, collection of dues or other Union activities on the premises of the Employer during working hours, except as outlined in Clause 3.4 and Article 5.

3.4 New Employees

The Employer agrees that a Union representative shall be given the opportunity of interviewing each new employee who is employed in any of the departments of the Employer set forth in Clause 2.1 on completion of the equivalent of twenty (20) working days employment for the purpose of informing such employee of the existence of the Union at the University and of ascertaining if the employee desires to become a member. The Employer reserves the right to appoint a staff member to be present at such an interview. The Union is provided with a monthly list of new employees and upon request to the appropriate manager, a meeting will be arranged by the appropriate manager at a mutually agreeable time.

ARTICLE 4 COLLECTION OF UNION DUES AND INFORMATION TO THE UNION

4.1 Union Deductions

The Employer shall deduct from the employees represented by the Union, such initiation fees, and other assessments as the Union may direct in writing from its Financial Secretary, from the biweekly salary of each such employee, and mail same by the 15th of the following month to the Financial Secretary of the Union accompanied by a list of names of all employees for and on behalf of whom

such deductions have been made. Deductions for new employees shall be calculated from the date of employment.

4.2 **Information to Union**

The Employer, when forwarding Union deductions, shall also provide to the Union on a monthly basis the following information:

4.2.1 Names, home addresses and phone numbers, and UM email addresses of employees;

4.2.2 Classification, start date, seniority, service and rate of pay of employees;

4.2.3 Names of employees who have transferred into/out of the bargaining unit;

4.2.4 Names of employees on Long Term Disability, Workers Compensation and Leave of Absence over 10 days;

4.2.5 Names of employees who have been laid off or recalled;

4.2.6 Names of excluded student employees currently performing work of the bargaining unit.

4.2.7 Names of employees who have submitted application for the casual pool in Caretaking Services.

4.3 **Paid Education Leave Fund**

The Employer agrees to deduct from each bargaining unit member .01 cent per hour worked which shall be submitted on a quarterly basis and which shall be implemented as soon as practicable after the date of ratification. The Employer also agrees to pay on a yearly basis by April 1 of each year a lump sum amount of four thousand five hundred dollars (\$4500.00) for the purpose of providing Paid Education Leave as set out in clause 13.11. All such monies to be paid into a special trust fund established by the National Union, UniFOR and sent by the Employer to the following address: UniFOR P.E.L. Paid Education Leave Program, 205 Placer Court, Willowdale, Ontario M2H 3H9.

ARTICLE 5

REPRESENTATIVES, COMMITTEES AND MEETINGS

5.1 **Union Representatives**

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 members who may be appointed or elected from time to time to any executive, grievance or negotiating committee or to the position of a steward.

5.2 **Employer Representatives**

The Employer shall supply a list of its management representatives with whom the Union may be required to deal with under the terms of this Collective Agreement and shall keep the Union informed at all times as to the names of its management representatives.

5.3 **Union Duties and Supervisory Approval**

The Employer recognizes the role of Union executives, grievance committees, negotiating committees and stewards in labour-management relations and shall not discriminate against them. Where supervisory approval is requested under this Clause it shall not be unreasonably denied.

Where it is necessary for a Union representative to leave the work site to attempt to remedy or investigate complaints of the employees (excluding matters related to collective bargaining) the Union representative shall first receive approval from the supervisor. Time sheets will be submitted for each leave and the total number of hours provided by the University will not exceed 1200 hours in each fiscal year. Hours of time off in excess of the 1200 hours in each fiscal year will be paid by the Union. Where a discussion of Union business requires a meeting of a group of more than three (3) employees such meeting shall be held outside of working hours.

The Union representative shall, upon presentation of credentials, be permitted admittance at any time to any location on the campus in which the employees are working for the purpose of meeting with an employee on duty for up to fifteen (15) minutes providing there is no unreasonable disruption of work.

5.4 **Remuneration for Union (Employee) Representatives**

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

5.4.1 **Grievance Meetings:** In the case of grievance meetings between the Union and the Employer, which are arranged through the Employer, up to three (3) representatives of the Union (number of Union representatives, up to three (3), to be determined by the Union) shall be entitled to receive their usual remuneration from the Employer

5.4.2 **Arbitration Hearings:** In the case of grievance arbitration hearings between the Union and the Employer, one (1) representative of the Union shall be entitled to receive their usual remuneration from the Employer.

5.4.3 **Collective Bargaining:** In the case of collective bargaining/ negotiation meetings between the Union and the Employer, including meetings with a Conciliation Officer, which are arranged through Human Resources, representatives of the Union shall be entitled to receive their usual remuneration from the Employer to a maximum of eighty (80) person days.

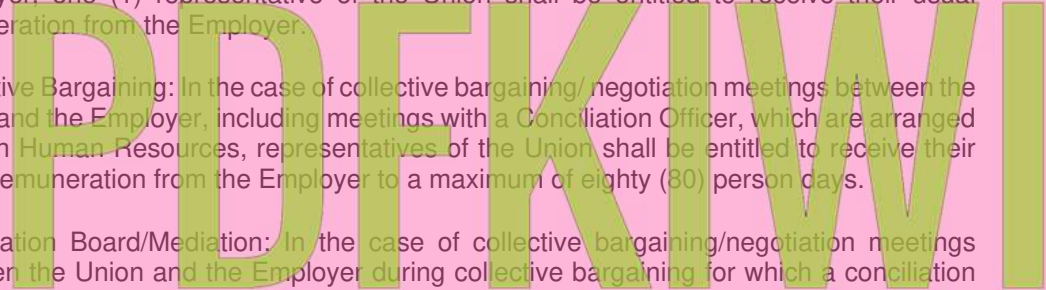
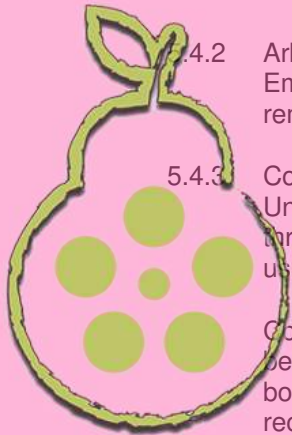
Conciliation Board/Mediation: In the case of collective bargaining/negotiation meetings between the Union and the Employer during collective bargaining for which a conciliation board or mediator has been appointed, representatives of the Union shall not be entitled to receive their usual remuneration from the Employer.

For the purpose of collective bargaining/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, unless the exchange of shifts adversely affects the department. Such time, when requested, shall not be unreasonably denied.

The following applies only to Schedule B shift workers:

Where possible, an employee(s) on duty will be used to cover the relief work necessary as a result of collective bargaining/negotiations. Where the Employer is required to schedule a replacement for employees who are granted leave for negotiations, the replacements will receive pay for all hours worked at the appropriate rate of pay.

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



ARTICLE 6 HOURS OF WORK

6.1 Hours of Work - Schedule "A", Schedule "B" and Schedule "C"

Schedule "A" - General Classifications - The hours of work at regular rates for the Schedule "A" - General Classifications shall not exceed seven and three-quarter (7 $\frac{3}{4}$) hours per day or thirty-eight and three quarters (38 $\frac{3}{4}$) hours per scheduled seven (7) day period unless mutually agreed by Employer and Union. An employee shall not be scheduled for more than six (6) consecutive days within any fourteen (14) day period except by mutual agreement between the University and the Union.

Schedule "A" - Food Service Classifications - The hours of work at regular rates for the Schedule "A" - Food Service Classifications shall not exceed seven and three-quarter (7 $\frac{3}{4}$) hours per day or seventy-seven and one-half (77 $\frac{1}{2}$) hours per scheduled fourteen (14) day period unless mutually agreed by Employer and Union. An employee shall not be scheduled for more than six (6) consecutive days within any fourteen (14) day period except by mutual agreement between the University and the Union.

Schedule "B" Classifications - The regular working hours shall not exceed eight (8) hours in one day or eighty (80) hours in a bi-weekly pay period. All shifts to be arranged from time to time by the Manager or by the Assistant Manager. Altered work weeks in which regular working hours may exceed eight (8) hours in one day or eighty (80) hours in a bi-weekly pay period may be established by mutual agreement between the Employer and a majority of employees in the bargaining unit.

Schedule "C" - Trades Classifications - The hours of work at regular rates for the Schedule "C" - Trades Classifications shall not exceed seven and three-quarter (7 $\frac{3}{4}$) hours per day or thirty-eight and three quarters (38 $\frac{3}{4}$) hours per scheduled seven (7) day period unless mutually agreed by Employer and Union. An employee shall not be scheduled for more than six (6) consecutive days within any fourteen (14) day period except by mutual agreement between the University and the Union.

6.2 Wages - Schedule "A", Schedule "B" and Schedule "C"

The Employer agrees to pay all employees under this Collective Agreement on a biweekly basis in accordance with the wage rates shown in the attached Schedule "A", Schedule "B" and Schedule "C". All employees shall be paid by way of direct payroll deposit to the financial institution of the employee's choice within the Province of Manitoba.

6.2.1 Wages - Casual Employees

When it is necessary to hire casual employees for any classification, they shall be paid the appropriate hourly rate shown in Schedule "A", Schedule "B" or Schedule "C" for such classification.

6.2.2 Pay Statement - Casual Employees

For hourly paid (casual) employees, all hours worked per pay period and the applicable rate of pay for same shall be itemized on the employee's pay cheque statement.

6.3 Work Schedule

Where the work schedule of a position does not normally fluctuate, the employee will be advised of the work schedule at the time of hire. Where the work schedule does fluctuate, a work schedule covering two (2) weeks in advance or more shall be established and posted by the Employer covering all regular full-time and regular part-time employees, except Food Services employees as per Article