

Case No. 231/16/LRA

FIRST COLLECTIVE AGREEMENT

**BETWEEN: UNIVERSITY OF WINNIPEG,
HEREINAFTER called the “Employer” in the First Part
-and-
Public Service Alliance of Canada,
HEREINAFTER called the “Union” in the Second Part**

This agreement imposed upon the parties by the Manitoba Labour Board, this 26th day of January, 2017.

Signed on behalf of the Manitoba Labour Board by:

“Original signed by”

W.D. Hamilton, Vice-Chairperson

“Original signed by”

M. Morrison, Board Member

“Original signed by”

D. Strutinsky, Board Member

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ARTICLE 1 - DEFINITIONS

For the purpose of this Agreement, the following terms shall be defined:

- Academic Terms: The three academic terms are:
- 1) The Fall Term is the period during which courses are scheduled from September to December.
 - 2) The Winter Term is the period during which courses are scheduled from January to April.
 - 3) The Spring Term is the period during which courses are scheduled from April to August.
- Academic Year: The twelve (12) calendar month period commencing on the first day of September and ending the thirty-first day of the following August.
- Administrator: A person in an academic or non-academic administrative position or any other Administrator appointed by the Employer.
- Agreement: The Collective Agreement negotiated between the Employer and the Union.
- Bargaining Unit: The bargaining unit represented by the Public Service Alliance of Canada and certified by the Manitoba Labour Board in Certificate No. MLB-6838 comprised of: *"All employees of the University of Winnipeg employed primarily in an academic capacity as teaching assistants, tutors, markers, and lab demonstrators excluding employees working exclusively as mentors, and excluding those employees covered exclusively by existing collective agreements and those excluded by the Act."*
- Board: The Board of Regents of the University of Winnipeg.
- Dean: The academic administrator of a Faculty or the Library of the University of Winnipeg.

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| Designate: | A person authorized to act on behalf of an officer of the University, or an officer of the Union. |
| Employee: | An employee covered by this Agreement. |
| Employer: | The University of Winnipeg as represented by the President and as designated or delegated to a Vice-President or Administrator. |
| Fixed Work: | Work assigned to an Employee that must be completed according to a consistent, pre-determined schedule. |
| Hiring Unit: | Is a University entity, such as a Department, Centre or Program, that hires employees of the Bargaining Unit. |
| Immediate Supervisor: | Is the person to whom the employee is immediately responsible. |
| Parties: | The Employer and the Union. |
| PSAC: | The Public Service Alliance of Canada. |
| Union: | The Public Service Alliance of Canada or its Local 55600, representing employees of the University who are members of the bargaining unit. |
| University: | The University of Winnipeg. |
| Variable Work: | Work assigned to an Employee that does not require completion according to a consistent, pre-determined schedule but must be completed by a specific deadline. |
| Working Day: | A day when the University is open, excluding Saturdays, Sundays and statutory holidays. |

ARTICLE 2 - PURPOSE

2.1 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University of Winnipeg (hereinafter referred

to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement covering rates of pay and other working conditions which shall supersede all other agreements between the Employer and the Employees represented by the Union.

- 2.2 The Parties recognize that it is in their common interest to promote and enhance the working relations between the Employer, the Union, and its members, consistent with the principles of mutual respect and cooperation. It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all Employees.
- 2.3 The Employer and the Union recognize the important contribution of the Bargaining Unit members to the University in the achievement of its stated mission.

ARTICLE 3 - UNION RECOGNITION, SECURITY AND UNION DUES

- 3.1 Further to the Order issued by the Manitoba Labour Board dated July 12, 2011 (Certificate No MLB-6838), the Employer recognizes the Union as the sole and exclusive bargaining agent for all employees described in the aforementioned certificates save and except those covered exclusively by existing collective agreements and those excluded by the Labour Relations Act, as set out in the Manitoba Labour Board Certificate No. MLB-6838.
- 3.2 The Employer shall not assign duties as specified in this Agreement to non-Employees. Notwithstanding the foregoing, the Parties recognize and agree that employees excluded from the Bargaining Unit and individuals who perform related duties as part of their degree program, may continue to perform such duties, provided that it does not exceed the current practice.

3.3 Every Employee shall become a member of the Bargaining Unit on date of appointment. The Employer shall advise Employees that they are included in the Bargaining Unit represented by the Union and that their employment is subject to the terms and conditions set out in this Collective Agreement. The Employer shall provide a Union membership card, a letter from the Union and a pre-addressed envelope upon hire. The Employer shall send the aforementioned envelope to the Union Local's office via the Employer's internal mail system.

3.4 The Employer recognizes the right of every Employee to participate in any lawful activity of the Union, and it shall not interfere with this right.

3.5 The Union agrees that there shall be no solicitation for membership in the Union nor shall other Union activity take place on the premises of the Employer in such a way that would disrupt any Employee's work during the Employee's working hours.

3.6 **Union Representatives**

3.6.1 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer on University property, provided such business shall not interfere with the Employees' duties (in particular any scheduled classes) and the normal operations of the Employer.

3.6.2 If it is necessary for an Employee to leave their work duties to perform Union duties, they shall first receive approval from their Immediate Supervisor, which approval will normally be granted provided that the Immediate Supervisor is satisfied that there will not be an unreasonable disruption of the work.

3.6.3 The Employer shall not recognize any Employee, group of Employees, or individual undertaking to represent the Union or the Employees to the Employer without proper authorization of the Union. The Union shall keep the Employer informed at all times as to:

- a) the name of any Employee who is an Officer of the Union and their title;
- b) the name of any Employee who is a shop steward or Chief Steward and the area(s) of their jurisdiction;
- c) the name of any Employee who is on a grievance, negotiation, Labour Management, or other committee, provided that the committee must deal directly with the Employer; and
- d) the name of any individual who is a PSAC regional representative or negotiator.

3.7 **Employer Representatives**

The Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business, including relevant employees of the Human Resources Department, and Employer representatives on the Labour Management Committee.

3.8 **Union Dues**

3.8.1 No later than ten (10) Working Days after the last pay period of the month, an electronic list in a mutually agreed format of the Members from whose salaries deductions have been made including the unique employee number, name, the bi-weekly amount deducted and the period end date, together with a cheque for the total amount deducted, shall be remitted, payable to the Public Service Alliance of Canada. An annual statement of the Union dues, which have been deducted from their pay during the calendar year, shall be provided to each Member on their T4 Income Tax slip by February 28 each year.

3.8.2 Deductions for new Employees shall be made starting with the first pay, and calculated from the date of employment.

3.8.3 The Union shall indemnify and save the Employer harmless from any and all claims which may be made by an Employee or Employees for amounts deducted from pay as provided for in this Article, except for any claim or liability arising out of an error committed by the Employer.

- 3.8.4 The Union shall provide the Employer with a minimum of one (1) month's notice of any change in the amount of Union dues or assessments.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union acknowledges, without limiting the generality of the following and without excluding other management rights not specifically set forth, that it is 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; to hire, discharge, lay off, suspend, discipline, promote, demote or transfer an Employee; to control and regulate the use of all equipment and property; and to promote efficiency in all operations, provided, however, that in the exercise of the Employer's rights, the Employer shall not contravene the provisions of this Agreement and shall act in accordance with all applicable legislation.
- 4.2 The Employer agrees to exercise its management rights and functions in a manner that is fair, reasonable, in good faith and consistent with the provisions of this Agreement as a whole.

ARTICLE 5 - NO DISCRIMINATION AND NO HARASSMENT

- 5.1 Except where otherwise provided for by this Agreement or applicable law, the Parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised with respect to any Employee in regard to activity in the Union or any terms and conditions of employment except for such distinction, exclusion, limitation or protection as may constitute a bona fide occupational requirement under law. In accordance with, but not limited to, the *Manitoba Human Rights Code*, C.C.S.M. c H175, such factors are:
- a) ancestry, including colour and perceived race;
 - b) nationality or national origin;

- c) ethnic background or origin;
- d) religion or creed, or religious belief, religious association or religious activity;
- e) age;
- f) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- g) gender identity;
- h) sexual orientation;
- i) marital or family status;
- j) source of income;
- k) political belief, political association or political activity;
- l) physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device; and
- m) social disadvantage.

The Parties agree that the above list is amended as the *Manitoba Human Rights Code*, C.C.S.M. c H175 is changed.

- 5.2 The Employer has a responsibility to provide a workplace and learning environment that is free of harassment on grounds that are prohibited by *The Human Rights Code*, C.C.S.M. c H175, and the *Workplace Safety and Health Act*, as amended from time to time. The Parties undertake to ensure that no form of harassment or abuse of authority is tolerated in the workplace.
- 5.3 The Parties to this Agreement have a duty not to harass or discriminate as defined in legislation and in the University of Winnipeg Respectful Working and Learning Environment Policy, and shall not behave in a manner that produces, contributes to or perpetuates a learning or working environment that tolerates harassment or discrimination.
- 5.4 Allegations of harassment or discrimination will be dealt with in accordance with procedures established by the Employer in the University of Winnipeg Respectful

Working and Learning Environment Policy. Should it be determined that the policy does not apply, they may file a grievance in accordance with Article 22, Grievance Procedure.

- 5.5 The protection from discrimination and harassment includes the protection from retaliation on any grounds identified in the University of Winnipeg Respectful Working and Learning Environment Policy for an Employee having taken action under the policy or the grievance procedure, or for assisting a complainant or grievor in taking action, or for acting as a witness or advocate on behalf of an Employee in a legal or other proceeding to obtain a remedy for a breach of non-discrimination.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.1 The Parties agree that there will be no strike or lockout as defined by *The Labour Relations Act*, C.C.S.M., c L10, as amended, during the life of this Agreement.
- 6.2 During a strike or lockout of another Employer bargaining unit, Employees who fall under the provisions of this Collective Agreement shall not be required to perform the duties of those employees.

ARTICLE 7 - INFORMATION FOR THE UNION, COLLECTIVE AGREEMENT, AND SERVICES AND FACILITIES

7.1 Information for the Union

- 7.1.1 The Employer shall provide the Union with a list of all Employees in the Bargaining Unit within thirty (30) days of signing the present agreement. Such list shall include: name, date of hire and ending date, if any, job classification, rate of pay, home address, personal telephone number and personal email address (if provided to the Employer). The confidentiality of individual data shall

be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.

7.1.2 The Employer shall provide the above list electronically in a mutually-agreed upon format to the Union three (3) times per year, once every term. In addition, the Employer agrees to provide the Union with updated information upon request within ten (10) Working Days of such request by the Union.

7.2 **Collective Agreement**

When an Agreement has been signed, the Employer shall post the text of the Agreement on its website. As a demonstration of mutual commitment to sustainability, the Employer shall provide an electronic link to the Agreement to each Employee as they are hired. Employees will also be informed that a hard copy will be provided upon request. The cost for printing collective agreements shall be shared equally by the Parties.

7.3 **Services and Facilities**

7.3.1 The Employer shall provide the Union use of space on an existing bulletin board for the purpose of posting official Union information relating to matters of interest to the Union and to Employees. The Union will be able to post on any existing bulletin board according to University policy and in accordance with department practice.

7.3.2 Postal, telephone and internet service will be provided to the Union on a cost recovery basis, as determined by the Employer for internal users. Printing, computing services, use of audio visual equipment and internal mail service shall be provided to the Union on the same basis and at the same rates as internal users.

7.3.3 The Employer shall provide the Union with access to meeting rooms for the purpose of holding membership meetings, subject to availability of space and on the same terms and conditions as other University bargaining agents.

- 7.3.4 The Employer agrees to provide the Union with office space and standard furnishings (including a telephone, desk, file cabinet and chairs) in an appropriate accessible location on campus. The Union agrees to provide the Employer with a list of those who have access to the office space, and update it when changes occur.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.1 Committee

The Union and the Employer acknowledge the mutual benefit to be derived from joint consultation and therefore agree to the establishment of a combined Labour Management Committee (LMC) for the bargaining units certified by Certificate Numbers MLB-6838 and MLB-6876, consisting of a maximum of three (3) representatives from each Party.

8.2 Purpose

The purpose of the LMC shall be to review matters of interest, to foster and facilitate communications, promote cooperation, understanding and harmonious relations between the Employer and the Union.

8.3 Mandate

The LMC shall only review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 22, Grievance Procedure. The LMC shall not have the power to add to, amend or modify the Agreement.

8.4 Meetings

The LMC shall meet at the call of either Chair, within thirty days, although normally not more than twice per Academic Year. Each Party shall designate a Joint Chairperson of the LMC.

8.5 Minutes

Minutes of each meeting of the LMC shall be prepared and distributed to all LMC members, normally within fourteen (14) days of the meeting.

ARTICLE 9 - REPRESENTATION ON UNIVERSITY BODIES

9.1 Any member of the Union, including the President and Vice-President, has the right to attend, as a non-voting observer, open meetings of the Board of Regents. The President of the PSAC local or their designate shall be entitled to attend meetings of the Board as an observer. The observer shall withdraw from the meeting when an item under consideration relates to labour relations, or is likely to be the subject of litigation between the University and one or more members of an association or union representing employees of the University. If the President or their designate wishes to address the Board, they must obtain the prior approval of the chair.

9.2 When the agendas, meeting materials, and minutes of Board meetings are provided to members of the Board, they shall also be provided to the Union, except where materials deal with confidential matters of labour relations or matters that may be the subject of litigation as outlined in Clause 9.1.

ARTICLE 10 - OFFICIAL EMPLOYEE FILE

10.1 There shall be one official Employee file which shall be maintained by and located in the Human Resources Department.

10.2 It is the responsibility of the Employee to keep the Human Resources Department and their Immediate Supervisor informed of their current address.

10.3 Upon written request, an Employee shall have the right, within five (5) Working Days where reasonably practicable, to consult the Employee's own official file in the presence of a representative of the Employer, and, if the Employee so

wishes, a representative of the Union. Copies of the documents in an Employee's official file may be made available to that Employee, on request.

10.4 An Employee shall have the right to authorize a named representative of the Union (an executive member, a steward or a PSAC staff representative) to examine the Employee's file in the latter's absence. Any such representative shall provide the express written authorization of the Employee to the appropriate official of the Human Resources Department. A separate authorization shall be provided for each such request.

10.5 Access to employment files will be in accordance with applicable legislation, including the Freedom of Information and Protection of Privacy Act.

ARTICLE 11 - EMPLOYMENT EQUITY

11.1 The University and the Union recognize and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial barriers in the selection, hiring, training and promotion of women, Aboriginal peoples, persons with disabilities and racialized groups, as well as to cooperate in the identification and implementation of steps (providing that none of the terms and conditions of the Agreement are violated) to improve the employment status of these designated target groups by increasing their participation in all levels of employment within the Bargaining Unit.

ARTICLE 12 - POSITION CLASSIFICATION AND RESPONSIBILITIES

12.1 Classification of Positions

The position classifications of Employees, which describe the representative duties and requirements of each classification, are as specified in Appendix B hereto.

12.2 **Revised and New Classifications**

12.2.1 Existing classifications may be revised and new classifications established by the Employer during the term of this Agreement. The Employer shall notify the Union by providing a copy of any revised or new classification specification to the Union, along with the rate of pay for the new or revised classification. The Employer and the Union shall review the rate of pay for the new or revised classification if the Union so requests. If the Employer and the Union are unable to agree upon the rate of pay for the new or revised classification the matter may be referred to arbitration in accordance with Clause 22.6 of the Agreement.

12.2.2 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.

12.3 **Responsibilities**

The duties and responsibilities shall be as outlined in position postings, and in accordance with the classification specifications.

12.4 **Variable Work Schedule**

The Immediate Supervisor and the Employee will determine a work schedule given the job requirements and course deadlines. If an Employee is unable to meet pre-determined deadlines and the work cannot be rescheduled, the Immediate Supervisor may assign that work to another qualified Employee.

12.5 **Fixed Work Schedule**

12.5.1 For positions with a Fixed Work schedule, Employees shall maintain this schedule as determined by their Immediate Supervisor in all but exceptional circumstances. If an Employee is unable to maintain their Fixed Work schedule, and the work cannot be re-scheduled, the Immediate Supervisor may assign that work to another qualified Employee. Employees may be required to inform students of any rescheduling.

- 12.5.2 Employees shall adhere to the schedules set by the Immediate Supervisor for the submission of grades and evaluations.
- 12.5.3 Employees are expected to familiarize themselves with this Agreement and University policies, and shall act in conformity with their provisions.

ARTICLE 13 - SELECTION AND APPOINTMENT

- 13.1.1 For the purpose of making appointments, the governing factors are qualifications and relevant experience. The Employer may also consider the documented unsatisfactory job performance of an applicant in a previous and related appointment which is demonstrably relevant to the position being sought.
- 13.1.2 Where two or more applicants meet the criteria in Article 13.1.1, priority for course related appointments shall be given to an applicant who has already held an appointment for that course. Priority for non-course related appointments shall be given to an applicant who has already held an appointment in that Hiring Unit.
- 13.1.3 For the purpose of course section assignment, the Hiring Unit shall consider the preferences of applicants. However, given the specific requirements of certain course sections and, in order to appoint qualified employees to all sections, the Employer may appoint employees to sections other than those indicated in their preferences.
- 13.2 **Notification of Appointment**
 - 13.2.1 Successful applicants will receive two (2) copies of the standard employment form, which shall include the identification of the Hiring Unit, the position's title and classification, course title and number, the Immediate Supervisor, appointment dates, estimated hours, and rate of pay.

13.2.2 Successful applicants shall indicate acceptance of a position in writing, by signing and returning one of the two copies of the standard employment form, within five (5) working days of receipt of the offer.

13.3 **Withdrawal of Offer**

13.3.1 The Employer may withdraw a position offered to a candidate. When a position offered to a candidate in accordance with article 13.2.1 is withdrawn, the Employer will offer the Employee an alternate equivalent vacant position, if such position is available within the Hiring Unit, subject to the Employee meeting the required qualifications.

13.3.2 If an Employee refuses an alternate appointment offered in accordance with 13.3.1, they will be deemed to have resigned from their position and will not be entitled to any compensation.

13.4 Within five (5) working days of the beginning of each month, the Employer shall provide the Union with the following information for all new Employees hired in the previous month: name, home address, personal telephone number and personal email address (if provided), Hiring Unit, position title and classification, course title and number (if applicable), Immediate Supervisor, appointment dates, estimated hours and rate of pay.

ARTICLE 14 - WAGES AND EMPLOYEE BENEFITS

14.1 Wage rates take effect and are to be paid in accordance with the stipulations of Appendix A.

14.2 Employees will be paid on a bi-weekly basis subject to receipt of approved hours, and in accordance with the Employer's payroll schedule.

14.3 Employees are to be paid by direct deposit into the account and institution of their choosing.

- 14.4 The Employer shall add six (6) percent vacation pay to the wage rates outlined in Appendix A.

ARTICLE 15 - HOURS OF WORK

- 15.1 The maximum hours of work payable at straight time is thirty-five (35) hours per week. Any and all hours worked in excess of thirty-five (35) hours per week shall be paid for at time and a half (1.5x) the Employee's normal hourly rate of pay. As Employees may hold more than one appointment, and in more than one bargaining unit, it is incumbent on the Employee to ensure that they track and monitor their hours and advise their Immediate Supervisor(s) when their assigned hours may exceed thirty-five in a week.

ARTICLE 16 - POSTINGS AND APPLICATIONS

16.1 **Postings**

- 16.1.1 Appointments in this Bargaining Unit are normally available to qualified student applicants who shall be appointed by the Hiring Unit.
- 16.1.2 As of the 2016-17 Academic Year, vacancies for positions within each Hiring Unit will be posted utilizing the University's online recruitment system. Hiring Units shall also post a consolidated list of vacant positions on their available bulletin boards. The applications shall be kept on file for the Academic Year.

Positions shall be posted as follows:

- i) For appointments available prior to the commencement of the Academic Term, a minimum of 14 calendar days, and
- ii) For appointments that become available after the commencement of the Academic Term, a minimum of 7 calendar days.

- 16.1.3 Hiring Units shall make every reasonable effort to post positions prior to the Academic Term(s) for which they are needed, based on a projection of courses to be offered and on an estimate of the number of positions available. Course-related positions are considered tentative, pending final determination of course offerings, as determined by the Employer.
- 16.1.4 All postings shall include: date of posting, identification of the Hiring Unit, title and course number (where applicable), estimate of the number of positions available, minimum hours of work per appointment, estimated total hours of work per appointment, length of appointment, hourly rate, qualifications, summary of required duties, application deadline and procedure, indication that it is a unionized position and the bargaining agent is PSAC, and the University's Employment Equity statement.
- 16.1.5 All postings shall be made available to the Union within two (2) working days from the date of posting by the University's online recruitment system.

Exceptions to Posting

- 16.1.6 The Employer may directly fill positions from applications kept on file in the following circumstances:
- (a) In the event a posted position does not attract sufficient qualified applicants;
or
 - (b) In the event of a sudden departure of the incumbent for reasons such as serious illness or resignation; or
 - (c) In the case of the appointment of a tutor for an individual student requiring specialized, immediate assistance as determined by the Hiring Unit; or
 - (d) In the event additional positions in the same classification become available in the same academic term in either:
 - i) the same course, for course related positions; or
 - ii) the same Hiring Unit, for non-course related positions.

16.2 Applications

16.2.1 All applicants for posted position vacancies must apply utilizing the University's on-line recruitment system.

The on-line recruitment system will provide the applicant with the opportunity to indicate their availability and, where applicable, three (3) course preferences. The application form shall include space for the applicant to list any additional information regarding their qualifications in order to respond to the qualifications listed in the posting.

ARTICLE 17 - LEAVES

17.1 General and Emergency Leave

An Employee is entitled to general leave or emergency leave without pay upon request, provided there is a justifiable reason. Any leave of absence beyond three (3) days shall be applied for and confirmed in writing. Such requests shall not be unreasonably denied.

17.2 Union Leave

The Employer shall grant leave with pay to allow an Employee or Employees to participate in Union business.

17.3 The Employer shall provide Employees with leaves of absence without pay in accordance with the Manitoba Employment Standards Code as amended from time to time. Information as to all available leaves are found at <http://www.gov.mb.ca/labour/standards/doc,unpaid-leave,factsheet.html>.

17.4 Domestic Violence Leave: The Employer shall provide eligible Employees with paid leave as outlined in the Employment Standards Code as amended from time to time. Immediate Supervisors are required to contact Human Resources to determine the appropriate application of the Employment Standards Code as it relates to Domestic Violence Leave requests from Employees. Information on

Domestic Violence Leave is found at http://www.gov.mb.ca/labour/standards/doc,domestic_violence_leave,factsheet.html.

17.5 **Bereavement Leave**

An Employee shall normally be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of the death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, or of any second degree relative who has been residing in the same household, an Employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

Where burial occurs outside of the city, such leave shall also include reasonable (unpaid) travelling time, the latter not to exceed an additional two (2) days. In cases where two (2) days is insufficient travelling time, additional unpaid leave may be granted.

Bereavement leave is payable on the basis of the Employee's regular hourly rate of pay for the Employee's scheduled hours of work per day and the Employee's scheduled days of work per week which the Employee would have otherwise normally worked during the period of compassionate leave.

17.6 **Religious and Cultural Leave**

The Employer recognizes, in accordance with the Manitoba Human Rights Code, that an Employee is entitled to observe their spiritual, cultural and holy practices. Employees shall provide written notice to their Immediate Supervisor at least ten (10) days in advance of the absence and in the notice ensure that information as to the nature of the spiritual, cultural or holy practice is provided so that the Employer can ensure the request requires accommodation.

17.7 The Immediate Supervisor shall, where possible, work with the Employee to reschedule the work that has been missed due to the Employee taking an unpaid leave.

ARTICLE 18 - ORIENTATION AND TRAINING

- 18.1 The Employer shall develop a one (1) hour online orientation session for Employees. The Union shall be entitled to provide an overview of the role of the Union. Employees shall be encouraged to complete the orientation upon initial appointment and shall be paid one (1) hour at their applicable hourly rate upon completion of the orientation.
- 18.2 The Employer shall provide job specific training to bargaining unit Employees related to their duties and responsibilities, as required. Such training may be provided either by program, department, faculty or university-wide.
- 18.3 Time spent attending training shall be considered time worked.

ARTICLE 19 - EMPLOYEE RESIGNATION AND ABSENCE WITHOUT AUTHORIZATION

- 19.1 In accordance with the Employment Standards Code in Manitoba, an Employee who has been employed at least thirty (30) days but less than one year shall provide no less than one (1) weeks' notice of their intention to resign, and an Employee who has been employed for at least one year shall provide no less than two weeks' notice.
- 19.2 Where an Employee is absent from work without authorization for three (3) consecutive Working Days normally worked by the Employee, the Employer may deem the Employee to have resigned their employment without notice, unless the Employee can establish that a request for authorization was not possible due to circumstances beyond their control.

ARTICLE 20 - SAFETY AND HEALTH

20.1 Provisions for Safety and Health

The Employer shall make all reasonable provisions for the safety and health of Employees during their working hours and shall make every reasonable effort to maintain working conditions in accordance with acceptable standards of safety and health consistent with applicable legislation and regulation.

20.2 Safety Equipment

Employees working in any unsanitary or dangerous job shall be required to use the necessary safety equipment and/or protective clothing. The Employer will provide training in the use of special equipment whenever it expects the Employee to use such equipment as part of their job.

20.3 Unsafe Work

No Employee shall be disciplined for exercising their rights under Section 43 of *The Workplace Safety And Health Act of Manitoba*.

ARTICLE 21 - DISCIPLINE AND DISMISSAL

21.1 No Employee shall be disciplined or dismissed except for just and sufficient cause. The disciplinary action taken shall be just and appropriate for the offence. The Employer recognizes that an oral reprimand or a written warning should precede suspension without pay or dismissal, except in the case of gross neglect of duty, position abandonment, or gross misconduct. The Parties agree that disciplinary action is based on the principles of progressive discipline, however it is understood that steps in the discipline process may be bypassed based on the seriousness of the offence.

21.2 The Employer has the right to suspend an Employee on a Fixed Work schedule with pay where the Employer deems it necessary to conduct a thorough and objective investigation of any matter that may lead to suspension without pay or dismissal, or to protect the safety, security or academic integrity of the University.

The Employer shall notify the Union of such suspensions with pay. The Parties agree that any such suspension with pay does not constitute discipline.

21.3 Prior to the imposition of discipline, the Employee shall have the opportunity to meet with the Employer. The Employee shall have the right to Union representation at this meeting(s), and the Employer shall advise the Employee of that right. The Employee shall be provided with reasonable advance notice of the meeting and be provided with reasonable time to secure Union representation.

21.4 An Employee who is disciplined shall be notified in writing of the nature of the disciplinary action and the reason(s) for the disciplinary action. A copy of the written notification shall be placed in the Employee's personnel file. A copy of the discipline shall be provided to the Union within two (2) Working Days.

21.5 **Records of Discipline to be Removed**

Records of discipline shall be removed from an Employee's file after the completion of two (2) terms of employment, excluding the term in which the disciplinary letter was issued, or a twelve (12) month period, whichever is shorter, from the date of the letter and provided that no further discipline has been recorded within the period noted above.

ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION

22.1 **Grievance**

A grievance is any difference arising from the interpretation, application, administration or alleged violation of this Agreement. There are three types of grievances as follows:

- a) Individual Grievance: The complaint of an individual Employee;
- b) Group Grievance: The complaint of two or more Employees having the same dispute against the Employer; and

c) Policy Grievance: The complaint of the Union or the Employer which may involve a question of general application or interpretation of the Agreement.

22.2 Unless otherwise specified in this Article, written communications delivered to the Employer shall be sent to the Vice-President, Human Resources. Written communications to the Union shall be sent to the Regional Representative of the Union.

22.3 **Grievor**

The Grievor is the party (Employer or Union) or Employee(s) initiating a grievance.

22.4 **Grievance Procedures**

Should a dispute arise between the Union or an Employee and the Employer, a good faith effort shall be made to settle the dispute. Nothing precludes the Parties from resolving a grievance via mediation, informal discussion or in any other manner that they deem appropriate. Where this does not result in a satisfactory resolution, a formal grievance may be filed in the manner set out below.

22.5 **Union Grievance**

22.5.1 A grievance shall be in writing signed by the Union's representative and Employee(s), and shall be submitted to the Employer within twenty (20) Working Days after the occurrence of the incident giving rise to the grievance, or twenty (20) Working Days from the date the grievor became aware of the events giving rise to the grievance, whichever is later. The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated and the remedy sought. All grievances filed by the Union at Step I shall be delivered to the applicable Dean or Administrator with a copy to Human Resources.

22.5.2 Grievors shall be entitled to Union representation at every step of the grievance procedure.

22.5.3 **Grievance Steps**

Step I

- a) No later than ten (10) Working Days following receipt of the grievance, the applicable Dean or Administrator or their designate and a representative from Human Resources shall meet with the Union's representative(s) and any Employee(s) affected.
- b) The Employer shall provide its response to the grievance within ten (10) Working Days of the Step I meeting.

Step II

- a) If the Step I meeting and response does not resolve the grievance, the Union may submit the grievance to the applicable Vice-President, with a copy to Human Resources, within ten (10) Working Days of receipt of the Step I response.
- b) Within ten (10) Working Days of receipt of the grievance at this step, the Vice-President or their designate and a representative from Human Resources shall meet with the Union's representative(s) and any Employee(s) affected. The Employer shall provide its response within ten (10) Working Days of the meeting at Step II.

22.5.4 In cases involving a dismissal, the Union shall have the right to take a dispute directly to Step II of the grievance procedure.

22.5.5 The Employer shall attempt to schedule grievance meetings with an Employee at times that do not interfere with their employment duties. Where this is not possible, they shall be permitted the required time off to attend such meetings with the Employer without loss of pay or benefits.

22.6 **Arbitration**

22.6.1 The Union may, within twenty (20) Working Days of receipt of the response after Step II, give written notice to the Vice-President Human Resources of its intention to submit the matter in dispute to an arbitrator for arbitration.

- 22.6.2 The decision of the Arbitrator shall be final and binding on the Employee, the Union and the Employer.
- 22.6.3 The Parties agree that the following persons shall serve as the sole arbitrator on a rotating basis:
- (a) Michael Werier
 - (b) William Hamilton
 - (c) Blair Graham
- 22.6.4 The persons specified in Clause 22.6.3 above shall serve in rotation according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time (not to exceed three (3) months), the next person on the list shall be selected until one (1) of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement, the Parties may select an arbitrator not on the list. Normally, the arbitration hearing shall commence within two (2) months of the date of the selection of the arbitrator.
- 22.6.5 The arbitrator shall have the duty and power to adjudicate all differences between the Parties in accordance with the *Manitoba Labour Relations Act*, as amended from time to time.
- 22.6.6 Arbitrations shall be held at a location outside the Employer's premises, unless the Parties agree to hold the hearings on the Employer's premises in which case the Employer shall provide appropriate space for the hearing and each of the Parties.
- 22.6.7 The Parties shall make every reasonable effort to schedule arbitrations at times that do not interfere with the employment duties of the grievor and other Employees whose attendance is required at the arbitration. Where this is not possible, the grievor and other Employees shall be permitted the required time off to attend the arbitration as necessary without loss of pay or benefits.

22.6.8 Each Party shall be responsible for their own expenses of preparing and presenting the case to arbitration, subject to the award of costs by the arbitrator as part of the remedy. The costs of the arbitration, including the remuneration of the arbitrator, shall be shared equally by both Parties.

22.7 **Employer Grievance**

An Employer grievance is a grievance initiated by the Employer. An Employer grievance shall be set forth in writing and presented to the Business Office of the Union within twenty (20) Working Days from the date of the occurrence of the circumstances giving rise to the grievance. The Union shall have ten (10) Working Days from date of receipt of the grievance in which to reply in writing to the Employer. If the reply provided by the Union does not resolve the grievance and the Employer wishes to proceed with the grievance, then within ten (10) Working Days of receipt of the Union's reply, the grievance shall be referred to arbitration in accordance with the provisions of Clause 22.6.

22.8 **Technical Irregularities**

No technical violation or irregularity occasioned by a clerical or typographical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

22.9 **Time Limits**

Time limits as established in this Article shall be complied with unless extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld. If a grievance is not responded to within the time limits as established or as mutually extended the grievance may be referred to the next step of the grievance procedure.

22.10 **Step Bypassing**

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

22.11 No Employee shall be subject to reprisal for exercising his or her grievance rights under this Agreement.

ARTICLE 23 - EXPENSES AND ACCESS TO FACILITIES

- 23.1 The Employer shall provide all Employees with the job-related resources that the Immediate Supervisor deems necessary to perform their duties, at no cost to the Employee during the term of their appointment. The Employee shall be responsible for the reasonable care of the resources while same are in their charge. Resources purchased by the Employer remain the property of the Employer and are to be returned at the end of the term of employment.
- 23.2 In accordance with University rates and policy governing travel expenses, and provided prior written approval has been given, the Employer shall reimburse the Employee for all reasonable travel expenses incurred for employment-related activities off campus.

ARTICLE 24 - TECHNOLOGICAL CHANGE

- 24.1 The Parties define technological change as being a change in the Employer's operation directly related to the introduction of equipment which will result in changes to the employment status or significant changes in the terms and conditions of employment for a significant number of Employees in the Bargaining Unit.
- 24.2 The Employer will give the Union written notice of at least ninety (90) days prior to the introduction of technological change, except where this is not possible due to unforeseen or emergency circumstances, in which case the Union will be given as much notice as possible.
- 24.3 The notice will provide information regarding the nature of the technological change, the approximate number and type of Employees likely to be affected, and the expected date of implementation of the change.

24.4 During the notice period, the Parties shall hold meaningful consultations on the implications arising from technological change. Where such consultations involve technological change which is likely to affect the income and/or security of employment, the Parties agree to make every reasonable effort to avoid or minimize adverse effects on Members of the Bargaining Unit, but in no case will an Employee's income be negatively impacted during the current academic term.

ARTICLE 25 - CONFIDENTIALITY AND CONFLICT OF INTEREST

25.1 All Employees are governed by the provisions of the University of Winnipeg Conflict of Interest Policy.

25.2 Employees shall be required to declare any potential or perceived conflicts of interest to their Immediate Supervisor. The goal will be to resolve the matter in an open and collaborative manner. Conflicts of interest include but are not limited to marking for a family member of someone with whom there is a close personal relationship, whether positive or negative.

25.3 Employees of this bargaining unit will have access to personal and confidential information related to students in their academic capacity roles, and understand that they are required to maintain the confidentiality of all information that they have access to or become aware of.

ARTICLE 26 - EFFECTIVE DATE AND DURATION OF AGREEMENT

26.1 This Collective Agreement shall be for a period of one (1) year, commencing from the date on which the Board imposed the terms and conditions of this Collective Agreement upon the parties.

26.2 **Changes in Collective Agreement**

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

26.3 **Notice of Renewal**

Either party desiring to propose changes or amendments to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to termination date, submit a copy of the proposed changes to the other party.

26.4 Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Collective Agreement.

APPENDIX 'A'
WAGE RATES

| <u>CLASSIFICATIONS</u> | <u>HOURLY</u> | <u>RATES</u> |
|--|---|--|
| | <u>Effective</u> <u>January 26, 2017</u> | <u>Effective</u> <u>August 28, 2017</u> |
| ACADEMIC CAPACITY 1 ("A.C. 1") (Tutor, Marker, Lab Demonstrator) | \$ 12.55 | \$ 12.80 |
| ACADEMIC CAPACITY 2 ("A.C. 2") (Teaching Assistant) | 13.56 | 13.83 |

APPENDIX 'B'
CLASSIFICATION SERIES

Academic Capacity 2 (Teaching Assistant)

In these positions, Employees are responsible for assisting the Immediate Supervisor in the instructional activities of a course(s).

These are jobs requiring considerable skills and judgment. Employees in this classification work with a minimum level of supervision and independently perform a variety of duties. The Employee will be informed by the Immediate Supervisor of the guidelines and limitations placed on them in completing their assigned duties.

Representative Duties and Responsibilities:

- Consults with the Immediate Supervisor responsible for the course(s) for direction on assigned responsibilities
- Required to attend training related to the assigned duties and responsibilities (e.g. WHMIS training, first aid training, session on test/exam proctoring, etc.)
- May be required to attend lectures and other sessions of instruction in the course
- May prepare instructional material such as handouts, assignments, problem sets, tests, exams and presents to students in a variety of settings such as group tutorials, laboratories, or seminars
- May mark student work including midterms, finals or major projects as determined by the Immediate Supervisor
- May consult with students by maintaining regularly scheduled and posted times for such consultation and provide a reasonable amount of informally scheduled consultation if necessary
- May be requested to independently show films or undertake equivalent tasks, or support the Immediate Supervisor in facilitating group discussion of course materials
- May deliver a lecture in a course (or part of a lecture) under the guidance/supervision of the Immediate Supervisor

- May lead labs or portions of labs and oversee lab demonstrators
- May assist with invigilating tests or exams at the request of the Immediate Supervisor
- May give feedback to students on coursework
- May work within the University's Learning Management system, and assist the Immediate Supervisor by uploading course materials and may be required to undertake responsibilities consistent with this classification in an online environment
- Performs other related duties as may be assigned, e.g. development or adaptation of audio visual materials, preparation of experiments, participation in field trips

Minimum Qualifications Required:

Education and Experience:

- Completion of academic studies and/or a suitable combination of education and relevant experience appropriate to assisting in the instruction of the course(s) assigned
- Normally a graduate, Honours, or an upper-level undergraduate student at the University of Winnipeg
- Successful completion of required training
- Other specialized qualifications or experience as may be required for a specific course(s)

Skills and Abilities:

- Demonstrated effective oral and written communication skills
- Ability to work independently with minimal supervision
- Ability to follow oral and written instructions, policies and procedures
- Ability to present information clearly and professionally
- Ability to interact empathetically with a wide variety of students
- Ability to provide effective and constructive feedback
- Ability to meet specified deadlines
- Ability to exercise judgment

Physical Requirements:

- Capable of performing the assigned duties

Academic Capacity 1 (Marker/Lab Demonstrator/Tutor)

In these positions, Employees are responsible for supporting the Immediate Supervisor in instructional activities, course-related or otherwise.

These are job(s) requiring moderate skills and judgment. Employees in this classification work with a moderate level of supervision. The Employee will be informed by the Immediate Supervisor of the guidelines and limitations placed on them in completing their assigned duties.

Representative Duties and Responsibilities:

- Meets with the Immediate Supervisor responsible for the course(s)/laboratories, for the purpose of orientation and receiving guidelines for grading and marking assignments and for providing written feedback to the students
- Required to attend training related to the assigned duties and responsibilities (e.g. WHMIS training, first aid training, etc.)
- May be required to attend pre-lab meetings
- Under the supervision of the Immediate Supervisor, may help with the setting up, testing, dismantling and storing of lab equipment and/or materials; and during a lab may assist the students with lab activities and procedures.
- May, as part of Language Labs, assist the Immediate Supervisor in developing lab activities and assessing student progress
- May grade and mark work submitted by students from tests or projects
- May provide written feedback to the students on the quality of material presented for grading or marking
- May be required by the Immediate Supervisor to maintain regularly scheduled and posted times for providing consultation and a reasonable amount of informally scheduled consultation to students on tests, exam or projects results
- May be required to assist in the production of tests, or projects under the supervision of the Immediate Supervisor responsible for the class or laboratory

- May provide individual tutoring to student(s) in accordance with the course requirements, and as determined in accordance with the Immediate Supervisor or department (e.g. Aboriginal Student Services)

Minimum Qualifications Required:

Education and Experience:

- Completion of academic studies and/or relevant experience appropriate to supporting instructional activities, marking, lab demonstrating, or tutoring the material assigned
- Normally an undergraduate student at the University of Winnipeg who has successfully completed a minimum of 30 credit hours
- Successful completion of required training

Skills and Abilities:

- Effective oral and written communication skills
- Ability to work independently or as part of a team
- Ability to follow oral and written instructions, marking guides, policies and procedures
- Ability to meet specified deadlines
- Ability to interact empathetically with students, particularly in tutoring situations

Physical Requirements:

- Capable of performing the duties as assigned

LETTER OF UNDERSTANDING

WAGE PROTECTION

The parties agree that no Employee who holds an appointment on the date that this Agreement comes into effect shall be subject to any reduction in their wage as a result of the implementation of the Agreement. These Employees shall retain their wage protection for as long as their wage is greater than that which is provided for in the Agreement, and until they accept an appointment in a different position (different job title and/or Hiring Unit) or they have a break in employment of more than four (4) months. These Employees shall still be entitled to all provisions as set out in this Agreement.