

LETTER of AGREEMENT:

VACATION LEAVE FOR EXISTING RESEARCH ASSOCIATES AND SENIOR RESEARCH ASSOCIATES

LETTER OF AGREEMENT

BETWEEN

THE UNIVERSITY OF WINNIPEG (the "Employer")

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA ("PSAC")
RESEARCH CAPACITY UNIT

Re: Vacation Leave for Existing Research Associates and Senior Research Associates

WHEREAS prior to the ratification of this Agreement, the rates of vacation leave for research associates were not documented in a policy, but were specified in individual appointment letters that varied by employee;

AND WHEREAS the Parties have negotiated and agreed to vacation leave rates different than what may have been provided in previous appointment letters;

THEREFORE the Parties agree that:

1. Notwithstanding the vacation leave rates negotiated in this Agreement, any vacation leave rate specified in an individual research associate's appointment letter prior to the ratification of this Agreement shall be honoured by the Employer until the expiry of that appointment or the expiry of any subsequent appointments as long as those subsequent appointments do not result in a break in service of twelve (12) months or greater; and
2. All appointments subsequent to the ratification of this Agreement shall be governed by the vacation leave rates negotiated in this Agreement.

DATED this 14th day of December 2018.

On Behalf of the Employer:

"Laurel Repski"

Laurel Repski
Chief Negotiator

On Behalf of the Union:

"Mathieu Brûlé"

Mathieu Brûlé
Negotiator

LETTER of AGREEMENT:

WAGE PROTECTION

LETTER OF AGREEMENT

BETWEEN

THE UNIVERSITY OF WINNIPEG (the "Employer")

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA ("PSAC")
RESEARCH CAPACITY UNIT

WHEREAS the Parties have negotiated and agreed to wage rates different than what may have been provided in wage scales;

THEREFORE the Parties agree that:

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 classification and/or Research Project) or they have a break in employment of more than six (6) months.

DATED this 14th day of December 2018.

On Behalf of the Employer:

"Laurel Repski"

Laurel Repski
Chief Negotiator

On Behalf of the Union:

"Mathieu Brûlé"

Mathieu Brûlé
Negotiator

LETTER of AGREEMENT:

VOLUNTARY RECOGNITION OF POST-DOCTORAL FELLOWS

LETTER OF AGREEMENT

BETWEEN

THE UNIVERSITY OF WINNIPEG (the "Employer")

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA ("PSAC")
RESEARCH CAPACITY UNIT

Re: Voluntary Recognition of Post-Doctoral Fellows

WHEREAS the Parties have had preliminary discussions in regards to the possibility of the Parties voluntarily including Post-Doctoral Fellow (PDF's) appointments within the scope of this bargaining unit;

AND WHEREAS the Parties agree that it is in both Parties' interest to finalize a first Collective Agreement for current members of the bargaining unit (research assistants and research associates);

THEREFORE the Parties agree that within three (3) months of the ratification of the Research Capacity Collective Agreement, the Parties will engage in determining how Post-Doctoral Fellows may potentially be integrated into this bargaining unit. This will include having formal discussions of specific PDF terms and conditions of employment that will be part of a unique section of the Research Capacity collective agreement applicable to Post-Doctoral Fellows only.

DATED this 14th day of December 2018.

On Behalf of the Employer:

"Laurel Repski"

Laurel Repski
Chief Negotiator

On Behalf of the Union:

"Mathieu Brûlé"

Mathieu Brûlé
Negotiator

MEMORANDUM of AGREEMENT:

JOB CLASSIFICATION CONVERSION

MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITY OF WINNIPEG (“Employer”)

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA (“Union”)

JOB CLASSIFICATION CONVERSION

1. Within 30 days of the signing of this Memorandum of Agreement, or unless otherwise agreed to by the Parties, the Employer shall commence the development of a gender neutral job classification process consistent with sound job classification practices in accordance with the Employer’s management rights. This process will serve to classify all positions located within the bargaining unit.
2. The Employer agrees to meaningfully consult with the Union throughout the development of the new job classification process.
3. The effective date of the new classifications will be the date of ratification of the new collective agreement and will be applied to all employees of record at the date of ratification.
4. Following ratification and completion of the job classification process, the Employer shall provide the Union: the full name and position of each member of the bargaining unit, their current and new classification, their current and new rate of pay.
5. Within 40 working days of ratification of the collective agreement, the Employer shall provide employees, in writing, with their new job classification and job evaluation rationale. This written notification will also inform the employee of their right to appeal the classification of their position, as set out in Clause 6 of this document, as well as instructions on how to file an appeal.
6. Employees who disagree with the classification of their position may file a request for classification reconsideration within 20 working days of receiving written notification of their classification decision. The Employer shall provide its response to the request for classification reconsideration within ten (10) working days. If the Employee does not agree with the decision of the classification reconsideration, they may file a written appeal within 10 working days of receipt of the notification of this decision. The Parties agree to establish a Joint Classification Appeal Committee for this initial classification process only. The Joint Classification Appeal Committee (Committee) shall consist of a classification specialist representative from each Party, with each Party determining their own representative . The Employee shall have the right to submit their reasons/rational for the appeal in writing for the consideration of the Committee to Human Resources on the designated form. Human Resources will distribute the appeal information to the Committee in advance. If either party on the Committee determines additional information is required, the Committee may request additional information from the Employee and the Researcher. Either party may request to obtain this information in writing, over the telephone, or in a meeting with the Committee. If the Joint Classification Appeal Committee is unable to come to agreement, the Union may submit the matter to an arbitrator in accordance with Clause 22.6 of the grievance provisions of the collective agreement. The parties shall agree that the following person(s) shall serve as the sole arbitrator:

- Bill Hamilton

In the absence of the Arbitrator(s) listed above, the parties shall agree on an Arbitrator with significant experience in job evaluation/classification.

7. No Employee shall have their salary or hourly wage for their current position reduced as a result of the implementation of the new job classification process.

8. If, as the result of this classification conversion, an Employee's new rate of pay is equal to an amount that is between two steps of their wage grid for pay scales that utilize steps, the Employee shall be paid at the step immediately above their new rate of pay.

9. All time limits in this MOA may be extended by mutual agreement.

DATED this 14th day of December 2018.

On Behalf of the Employer:

"Laurel Repski"

Laurel Repski
Chief Negotiator

On Behalf of the Union:

"Mathieu Brûlé"

Mathieu Brûlé
Negotiator