

# **Collective Agreement**

*between*

**University of Winnipeg Students' Association Inc.**

(hereinafter referred to as the "Employer")

of the first part,

*and*

**Manitoba Government and General Employees' Union**

(hereinafter referred to as the "Union")

of the second part.

**April 1, 2011 to March 31, 2014**

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**\*All changes appear in bold.**

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## **Article 1 Purpose**

**1:01** It is the purpose of both parties to this Agreement to maintain and improve harmonious relations and settled conditions of employment; to define clearly the rates of pay and conditions of work; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the parties. In recognition the parties agree as follows:

## **Article 2 Union Recognition**

**2:01** The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees covered under the Manitoba Labour Board Certificate Number MLB-4907.

## **Article 3 Definitions**

**3:01** The Parties are agreed that the following terms when used in this Collective Agreement have the meanings outlined below:

**3:02** “Casual Employee” means an employee who normally works less than the full normal daily, weekly, or monthly hours of work, and whose work is irregular, or non-recurring and does not follow an ongoing predetermined pattern and/or is not scheduled on a regular and recurring basis.

**3:03** “Continuous Service” means the continuous and contiguous days, weeks, months and/or years of service of the employee since the last date of employment with the Employer where there has been no break in service as a result of termination of employment. In determining continuous service, any approved leave of absence, or period of layoff with or without pay shall not “break” service.

**3:04** “Demotion” means a change from one position to another which has a lower maximum rate of pay.

**3:05** “Employee” means a person employed by the Employer who is a member of the bargaining unit.

- 3:06** “Employer” means the University of Winnipeg Students’ Association Inc.
- 3:07** “Full-time Employee” means an employee who is covered by this Agreement who works on a regular and recurring basis the full-time hours as defined in Article 22, exclusive of overtime.
- 3:08** “Increment” means a wage increase granted to all employees covered by the Agreement as a general pay increment agreed to by the parties during collective bargaining, or a wage increase granted to an employee on their anniversary date as set out in the wage scales.
- 3:09** “Labour-Management Committee” means a committee governed by Article 30 of this Agreement which shall meet to discuss matters of mutual interest to the parties, but it is understood the committee shall not discuss grievances or engage in Collective Bargaining.
- 3:10** “Parties” means the University of Winnipeg Students’ Association Inc. and the Manitoba Government and General Employees’ Union.
- 3:11** “Layoff” means to temporarily or permanently separate the employee from employment as a result of lack of work, in accordance with Article 14 of this Agreement.
- 3:12** “Part-time” means an employee who works any number of hours in a pay period less than the regular full-time hours, and does so on a regular, recurring and scheduled basis.
- 3:13** “Pay Period” - All employees shall be paid bi-weekly. When a statutory holiday falls on a payday, employees will be paid on the previous banking day.
- 3:14** “Probationary Employee” means an employee who has not completed the probationary period as defined in Article 11.
- 3:15** “Promotion” means a change from one position to another which has a higher maximum rate of pay.

- 3:16** “Seniority” means the period of time worked by the employee since he/she last entered the service of the Employer in a position covered by this Collective Agreement.
- 3:17** “Term Employee” means an employee hired to replace a regular employee during a leave of absence for a fixed period of time, or an employee hired for a special project for a period up to six (6) months. The same term employee may not work consecutive or additional terms.
- 3:18** “Transfer” means a change in position by an employee from one (1) position to another within the Bargaining Unit that has the same rate of pay as the position they held immediately before the transfer occurred.
- 3:19** “Local President” means a member of the bargaining unit elected in accordance with the Constitution and Bylaws of the MGEU.
- 3:20** “Steward” means a member of the bargaining unit elected in accordance with the Constitution and Bylaws of the MGEU.
- 3:21** “Union” means the Manitoba Government and General Employees’ Union.
- 3:22** “Union Representative” means an individual who is not a member of the bargaining unit, appointed by the MGEU.
- 3:23** “Use of the Masculine/Feminine and Singular/Plural” - The masculine shall be construed as including feminine and the feminine to include masculine and the singular to include plural, where required in the context of this Agreement.
- 3:24** **“Executive Committee”** - A subcommittee of the UWSA Board of Directors tasked with the day to day management of the organization **or similar committee.**

#### **Article 4 Management Rights**

- 4:01** The Union agrees that the Employer has the exclusive right to manage its business, to direct its staff, and to suspend, discharge, or discipline employees

for just and sufficient cause, to hire, promote, transfer, layoff employees, in order to establish and maintain regulations for the efficient operation of the business.

**4:02** The Employer shall exercise its rights in a fair and reasonable manner.

### **Article 5 Protection of Existing Working Conditions**

**5:01** Existing rights, benefits and working conditions shall be continued to the extent that they are more beneficial than and not inconsistent with the terms of this Agreement unless modified by mutual agreement of the Employer and the Union.

### **Article 6 Union Security**

**6:01** All employees who, on the date of the signing of this Agreement, are Union members in good standing, or may become Union members in good standing, shall as a condition of employment maintain Union membership. All employees who, as of the effective date of this Agreement, are not Union members shall not be required to become members as a condition of employment. All new employees hired as of the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days from the date of employment and shall, as a condition of employment, remain Union members in good standing.

### **Article 7 Check-Off**

**7:01** The Employer shall check-off Union dues and other amounts chargeable by the Union, or an equivalent amount, from the bi-weekly wages of all employees and this amount shall be forwarded by the Employer to the Union.

### **Article 8 Non-Discrimination Provisions**

**8:01** The Employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, or place of origin,

Union membership or activity, family relationship, place of residence, political affiliation or activities or sexual orientation.

### **Article 9 Grievance Procedure**

**9:01** Prior to a written grievance being filed and/or initiated, the parties shall meet to review the facts and circumstances giving rise to the complaint(s) and shall attempt to resolve the matter(s) through discussion. Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

- (a) Step 1 - The employee concerned or the Union may submit a grievance in writing to the Staff Relations Officer. The grievance should be submitted within seven (7) working days from the date upon which either the employee or the Union became aware of the incident giving rise to the grievance. The Staff Relations Officer should reply within seven (7) working days after the grievance was submitted. The Staff Relations Officer may hold a meeting with the parties on the matter prior to replying.
- (b) Step 2 - Failing satisfactory settlement at Step 1, the Union's grievance representative may submit the grievance to the Executive Committee. The Executive Committee shall render a decision within seven (7) working days after receipt of the grievance. The Executive Committee may hold a meeting with the parties to discuss the grievance prior to replying.
- (c) Step 3 - Failing satisfactory settlement at Step 2, the Union may refer the grievance to arbitration.
- (d) The parties may agree to extend any of the timelines set out above.

### **Article 10 Arbitration**

**10:01** Where a grievance is to be referred to arbitration the following procedure shall apply:

- (a) the party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and giving the name and address of its appointee to the Arbitration Board.
- (b) within five (5) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
- (c) the two (2) appointees so selected shall, within five (5) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the Arbitration Board.
- (d) if the recipient of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairperson with the time limited, the appointment may be made by the Minister of Labour (or other appropriate body) upon request of either party.

**10:02** The Arbitration Board is to be governed by the following provisions:

- (a) the Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it;
- (b) the decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs;
- (c) each of the parties shall pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the chairperson of the board;
- (d) the board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make recommendations;
- (e) the board shall not have the power to alter or amend any of the provisions of this Agreement;

- (f) the parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance;
- (g) the board shall have power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity;
- (h) the board shall have jurisdiction to determine whether a grievance is arbitrable;
- (i) the board shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable.

**10:03** Employees whose attendance is required at arbitration hearings shall receive permission to be absent from work. Time spent by such employees at arbitration proceedings shall be considered time worked.

**10:04** Nothing herein shall prohibit the parties from agreeing to a single arbitrator. Where the parties agree, the other provisions of this article relating to an Arbitration Board shall apply to a single arbitrator.

### **Article 11 Probation**

**11:01** Newly hired employees shall be on probation for a period of six (6) months from the date of hiring. The probation period may be extended another two (2) months subject to the prior written agreement of the Union.

**11:02** Term employees hired into positions under 13:02 shall serve the six (6) months probation period outlined in 11:01.

**11:03** After being hired and before employment commences, the Employer should arrange for the newly hired employee to be introduced to the other UWSA employees and receive a full orientation to the operations of the UWSA. As well the Employer should ensure that the newly hired employee is given a tour of the University of Winnipeg campus if she/he is unfamiliar with it. The tour should include introductions to any of the University's staff that she/he will regularly encounter in the course of her/his work.

## Article 12 Seniority

- 12:01** Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, layoffs, recall, and as set out in other provisions of this Agreement.
- 12:02** The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be sent to the Union and provided to the employees in the bargaining unit.
- 12:03** Seniority is retained and accrued for:
- (a) all regular hours worked;
  - (b) all periods of family leave up to one (1) year;
  - (c) any leave as contemplated in Article 20 and 21;
  - (d) any period of Workers Compensation;
  - (e) any period of Education Leave (up to one [1] year);
  - (f) any period of sick leave without pay;
  - (g) any leave without pay up to twenty (20) working days in a calendar year;
  - (h) any period of paid vacation;
  - (i) any period of paid sick leave;
  - (j) any period of leave for which MPI benefits are payable but WCB benefits have been waived; **and**
  - (k) any period of long term disability.**
- 12:04** Seniority is retained but does not accrue if any employee:
- (a) is temporarily laid off;
  - (b) is on a recall list.
- 12:05** The Employer shall provide a copy of the Seniority List to the Union by March 31 of each year.

- 12:06** An employee shall, subject to any bridging provisions, lose her/his seniority in the following circumstances:
- (a) if she/he is discharged for just cause and is not reinstated;
  - (b) if she/he resigns voluntarily;
  - (c) if she/he is laid off for a period in excess of twelve (12) months;
  - (d) if, following layoff, she/he fails to return to work within ten (10) working days after receiving notice to do so unless just cause exists. The employee shall keep the Employer informed of her/his current address. The employee shall be deemed to have received notice to return to work if the Employer sends her/him such notice by registered mail. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice her/his right to recall in the future. It is further agreed that laid off employees who are recalled will be permitted to give their current Employer reasonable notice of termination in order to accept recall.

### **Article 13 Vacancies, Job Postings, Promotions and Transfers**

- 13:01** Where a job vacancy occurs or a new job is created, notice shall be posted within **twenty (20)** working days at appropriate locations including all bulletin boards for a minimum period of **fifteen (15)** working days and a copy shall be sent to the Union. The notice shall set out a job description, qualifications required by the job, classification and wage rate. The parties may agree to extend any of the timelines set out above.
- 13:02** In filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within **thirty (30)** working days of posting to the senior qualified applicant provided she/he is able to perform the job. The parties may agree to extend any of the timelines set out above.
- 13:03** If an employee is transferred or promoted, ability to do the job means ability to perform the requirements of the job following an appropriate familiarization period or following an appropriate training and trial period.

The Employer may not curtail the training or trial period without just cause before it has run its normal course. In the event the employee is not able or does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, and the employee has requested to be returned to his/her former position or the Employer after consultation with the employee has determined that the employee is unable to perform the duties, she/he shall be returned to her/his former position, wage or salary rate, without loss of seniority; and any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position, wage or salary rate without loss of seniority.

- 13:04** No employee shall be transferred to another position within the bargaining unit without her/his consent. Transferred employees shall have a training and/or trial period of **sixty (60)** working days from the date of transfer. Employees transferred to another position shall have the right to return to her/his former position within sixty (60) days, and any other employees affected by the transfer shall be returned to her/his former position, without loss of wages or seniority. By mutual agreement the training and/or trial period may be extended.
- 13:05** New employees shall not be hired where there are employees on layoff able to perform the job.
- 13:06** Whenever possible, some overlap should occur between the leaving and the newly hired employees.

#### **Article 14 Layoff and Recall**

- 14:01** In the event of layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority.
- 14:02** The Employer shall notify employees who are to be laid off thirty (30) working days prior to the effective date of the layoff or award pay in lieu thereof. Copies of this notice shall be provided to the Union office.

- 14:03** Employees shall have bumping rights in accordance with their seniority. The right to bump shall include the right to bump up **provided the employee has the necessary ability to perform the requirements of the job. Any employee, who successfully bumps up into a position, shall be subject to the sixty (60) day trial period outlined in Article 13:04. The Employer shall meet with the employee two (2) or more times during the trial period to discuss the performance of the employee in the new position.**
- 14:04** Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs following a trial or training period. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of her/his current address. The employee shall return to work within five (5) working days from the time that she/he receives notice of recall unless, on reasonable grounds, she/he is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing her/his right to recall in the future.
- 14:05** No new employees shall be hired until those laid off have been given the opportunity of recall. Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the employee and sent to the Union.
- 14:06** The right of laid off employees to benefits under this Agreement shall continue for a period of twelve (12) months. In the event of a longer layoff, employees affected shall have the right to continue coverage by making direct payments.
- 14:07** The Employer agrees that no general or partial reduction of hours shall be instituted in the event of a shortage of work.

- 14:08** A displaced employee may elect to receive severance pay on the basis of a week's pay for every year of completed service with a minimum of six (6) weeks pay. If this election were made and upon receipt of the aforementioned severance, employment would be deemed to be terminated.
- 14:09** Notwithstanding 14:02 term employees may be laid off, prior to the expiration of their term. Where a term employee is laid off under this article they shall receive two (2) weeks notice or pay in lieu thereof. If the layoff is at the end of their term no notice of layoff is required.

### **Article 15 Discharge and Discipline**

- 15:01** No employee shall be disciplined or discharged without just cause.
- 15:02** An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless she/he is a danger to herself/himself, others or the Employer's property. The employee shall be accompanied by a Union representative who shall be advised in advance by management of the time and place of the meeting. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.
- 15:03** Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy. In subsequent grievance procedures, including arbitration, the Employer shall be limited to such grounds.
- 15:04** The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of her/his record. The record of any disciplinary action shall not be referred to or used against her/him at any time after twenty-four (24) months following such action. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered to be an admission that such discipline was justified.
- 15:05** Demotion shall not be used as a disciplinary measure.

- 15:06** An employee whose employment is terminated is entitled to severance pay, except in the case of voluntary resignation, or dismissal for just cause. At the employee's option, payment shall be made in a lump sum or in weekly sums equal to her/his weekly salary until severance pay has been used up. Severance pay shall be equal to one (1) week's pay for every twelve (12) months of service, or fraction thereof, not to exceed fifteen (15) weeks' pay. Severance pay shall be computed on the basis of the highest basic weekly salary paid the employee concerned during her/his employment, or an average of the employee's total earnings during the last six (6) months actually worked by her/him, whichever is greater. An employee who has received severance pay shall not be required to return any portion of such pay to the Employer in the event she/he subsequently returns to work.
- 15:07** **Burden of Proof**  
In the case of discipline or discharge, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discipline or discharge notice.
- 15:08** An employee shall have the right to have a co-employee of her/his choice at any discussion with the Employer which the employee believes might be the basis of disciplinary action. When the Employer intends to interview an employee for disciplinary purposes, the Employer agrees to notify the employee in advance of the purpose of the interview so that the employee may contact a co-employee to be present at the interview if she/he wishes.
- 15:09** An employee shall have the right to, at any time, have access to and review her/his personnel file in the presence of the Staff Relations Officer and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The Employer shall not be permitted to discharge information about the employee without her/his prior knowledge and consent. The Staff Relations Officer of the UWSA shall be responsible for the maintenance of the personnel files of the employees of the UWSA, such files to be kept in the Staff Relations office of the UWSA.
- 15:10** Copies of any disciplinary documents shall be provided to the Union office.

## **Article 16 Holidays and Holiday Pay**

**16:01** The Employer agrees to grant the following paid holidays:

New Year's Day	Civic Holiday (first Monday in August)
<b>Louis Riel Day</b>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day declared a holiday by the federal, provincial or municipal government, and the first four (4) hours of each of the employees' regularly scheduled pay or shift before Christmas Day and New Year's Day. One (1) floating holiday is to be taken at a time convenient to the employee, subject to the approval of the Employer, which approval shall not be unreasonably withheld. Where any of the above-noted holidays falls on a Saturday or Sunday, the following Monday or Tuesday shall be deemed to be a holiday for the purpose of this Agreement.

**16:02** Employees shall receive one (1) day's pay for each holiday. An employee who works on a holiday shall be paid for the day at the rate of time and one-half (1½x) her/his regular rate of pay plus an extra day's pay or, at the option of the employee, another day off with pay at a time mutually selected between the employee and the Employer.

**16:03** If any of the above holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay, at a time selected by the employee, at the option of the employee.

## **Article 17 Vacation**

**17:01** **Length of Vacation**

Employees shall be entitled to annual vacation with pay on the following basis:

- (a) During the first year of employment, point eight-three (.83) days per month or two (2) weeks in total.
- (b) During the second, third and fourth years of employment, one point two five (1.25) days per month or three (3) weeks in total.
- (c) During the fifth and following years of employment, one point six seven (1.67) days per month or four (4) weeks in total.
- (d) In the tenth year and every fifth year thereafter, an employee is entitled to one (1) additional week's vacation.
- (e) For the purposes of this Article the vacation year begins April 1 and ends March 31.

**17:02 Vacation Not Cumulative**

- (a) An employee may accumulate and carry forward for one (1) year one (1) year's earned vacation or receiving pay in lieu of time at a rate equal to the regular rate of pay. No more vacation time than one (1) year's vacation may be accumulated.
- (b) Employees who are in their first year of employment who are unable to take their vacation during the first twelve (12) months of their employment shall be entitled to carry over a vacation balance to their second year of employment if necessary.

**17:03 Vacation Pay**

Vacation pay for each week of vacation shall be at a rate equal to the regular rate of pay.

**17:04 Vacation Pay on Termination**

An employee terminating her/his employment at any time in the vacation year, prior to using the vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

**17:05 Preference in Vacations**

Vacations shall be granted first on the basis of seniority among those employees having children who attended school during the preceding spring, and second, on the basis of seniority among those who did not have children

attending school in the preceding spring, if such vacation is requested during the months of July and August.

**17:06 Unbroken Vacation Schedules**

An employee shall be entitled to receive her/his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

**17:07 Preferred Vacation Periods**

Employees accept employment with the understanding that they will take vacations at times that least interfere with the discharge of their UWSA responsibilities. For most positions it follows that vacations should be taken between May 1 and September 1 or during the February reading break. Exceptions may be made however and in all cases vacation schedules must be approved by the Executive Committee.

**17:08** Where, during her/his vacation, an employee is otherwise entitled to disability benefits, sick leave, or any other approved leave of absence, she/he shall be entitled to take her/his vacation with pay, or the part thereof which has been displaced, at another time or may elect to renounce her/his sick leave or other benefit and take a paid vacation during the period of convalescence. The employee will be responsible to provide proof of illness/injury to the Employer.

**17:09** Where a holiday falls within a vacation period of an employee, the employee shall receive an additional day's vacation.

**Article 18 Job Descriptions and Job Classifications**

**18:01** Job Classifications are set out in Schedule A of this agreement. They shall not be changed or deleted, nor shall the jobs themselves be altered or amended, without the agreement of the Union.

**18:02** Job Descriptions are set out in Schedule B and shall not be changed, nor shall the jobs themselves be altered, without the agreement of the Union.

- 18:03** Where a new job is established, or where existing job duties are changed or the volume of work increased, or where an employee is otherwise unfairly or incorrectly classified, the appropriate classifications, job descriptions, rates of pay, and other related matters shall be negotiated between the Employer and the Union.
- 18:04** Failing agreement in :01, :02 or :03 above, the dispute may be the subject of a grievance and may be referred to arbitration. The arbitrator shall have power to determine appropriate classifications, job descriptions, wage rates, and other related matters in issue effective as of the date the jobs were changed or new jobs established.
- 18:05** An employee who is assigned, in accordance with the terms of this agreement, to a higher paying classification, shall be paid the rate and benefits for that classification for the time she/he performs such job or, where there is a salary range, the next higher rate in the salary range. An employee who is assigned, in accordance with the terms of the agreement, to a lower paying classification, shall continue to be paid the rate and benefits of her/his regular job.

### **Article 19 Sick Leave**

- 19:01** The Employee shall be entitled to one and one-half (1½) days of leave with pay per month of employment for reasons of family or personal health. Such days may be accumulated and carried over from one (1) year to the next to cover possible long term illness. An employee who is absent from the job for a period of three (3) consecutive days or more may be required to produce a doctor's certificate. If a medical certificate is required by the Employer and is not produced by the Employee when requested, those sick days taken will be deemed as an unpaid leave of absence. Costs of obtaining a medical certificate shall be paid for by the Employer.
- 19:02** **Employees shall make every reasonable effort to schedule any medical or dental appointments outside of their hours of work. However, in the event that employees are unable to schedule their medical or dental**

appointments outside of their hours of work, the Employer may grant the employee unpaid leave to attend the medical or dental appointment. Whether or not the unpaid leave is granted shall be within the sole discretion of the Employer but the said unpaid leave shall not be unreasonably refused. In the event that the unpaid leave is granted, if the employee so chooses, they may use any accrued sick leave to replace any wages lost as a result of the unpaid leave or may also agree with the Employer to make up any time lost due to the unpaid leave.

## Article 20 Family Leave

### 20:01 Maternity Leave

- (1) Every employee:
- (a) who has completed twelve (12) consecutive months of employment;
  - (b) who submits to her Employer an application in writing for leave under this subsection at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
  - (c) who provides her Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- is entitled to and shall be granted maternity leave consisting of:
- (d) a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
  - (e) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

The allowance paid for maternity leave shall be the difference between EI benefits and ninety-five percent (95%) of full pay for the period of the leave. In the case where an employee has applied but is not eligible for EI benefits the employee will be granted maternity leave with full pay.

- (2) Maternity leave granted to an employee under subsection (1) shall commence not earlier than twelve (12) weeks preceding the date specified in the certificate mentioned in clause (1) (c) and shall terminate not later than seventeen (17) weeks following the actual date of delivery.
- (3) An employee who does not submit an application for maternity leave in accordance with clause (1) (b), but who except for the non-compliance with that clause would have been eligible for maternity leave provided in subsection (1), is entitled to and shall be granted leave consisting of:
  - (a) such period or periods within the seventeen (17) weeks immediately preceding the estimated date of her delivery as certified by a duly qualified certified medical practitioner, if she provides her Employer with a certificate from a duly qualified medical practitioner stating that during the period or periods mentioned in the certificate the employee:
    - (i) was incapable of performing the normal duties of her employment, or
    - (ii) will be incapable of performing the normal duties of her employment by reason of a medical condition that is or was directly attributable to her pregnancy; and
  - (b) such further period that when added to the leave granted under clause (a) will not exceed the amount of maternity leave to which a female employee is entitled under subsection (1).
- (4) Notwithstanding that an employee does not apply for maternity leave under subsection (1) or (3), she is nevertheless entitled and shall be

granted leave for a period not exceeding the period of maternity leave to which she is entitled under subsection (1).

- (5) Notwithstanding anything contained in subsections (3) and (4), leave granted to an employee under any of those subsections shall terminate no later than seventeen (17) weeks following the actual date of her delivery.
- (6) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her 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.
- (7) For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.
- (8) No Employer shall dismiss or layoff an employee who has completed twelve (12) consecutive months of employment by the Employer solely because she is pregnant or has applied for leave in accordance with this section.
- (9) In the event of amendments to the Employment Standards Act prescribing more favourable benefits or conditions than set forth herein, this Section shall be deemed to be amended to reflect those amendments.
- (10) Female employees may use up to ten (10) days of their sick leave for the purposes of bridging the eligibility for EI Special Benefits for Maternity Leave.
- (11) (a) she will return to work and remain in the employ of the UWSA on a full-time basis for at least seventeen (17) weeks following her return to work, and

- (b) should she fail to return to work as provided above, she is indebted to the UWSA for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

(12) At the employee's request and subject to the agreement of the Employer, she may return to work on a part-time basis for a period of twelve (12) months.

### **20:02 Adoption Leave**

Every Employee:

- (a) who has completed twelve (12) consecutive months of employment;
- (b) who becomes the adoptive **parent** of a child;
- (c) who makes a request in writing,

is entitled to and shall be granted leave without pay up to a maximum of seventeen (17) weeks.

All relevant provisions outlined under maternity leave shall also apply to adoption leave.

### **20:03 Parental Leave**

(1) Every employee:

- (a) who,
  - (i) in the case of a female employee, becomes the natural mother of a child,
  - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
  - (iii) adopts a child under the law of a province; and
- (b) who completes twelve (12) consecutive months of employment for or with the Employer; and

- (c) 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 consisting of a continuous period of up to thirty-seven (37) weeks.

- (2) Subject to Section (3), parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.
- (3) Where an employee intends to take parental leave in addition to maternity or adoption leave, the employee must commence the parental leave immediately on expiry of the maternity or adoption leave without a return to work after expiry of the maternity or adoption leave and before commencement of the parental leave, unless the employee and the Employer otherwise agree.
- (4) Where an application for parental leave is not made in accordance with Section (1) (c), the employee is nonetheless entitled to, and upon application to the Employer shall be granted parental leave under that section for the portion of the leave period that remains at the time the application is made.
- (5) All relevant provisions outlined under maternity leave shall also apply to parental leave.

#### **20:04 Bereavement Leave**

An employee shall be granted five (5) scheduled consecutive working days leave without loss of pay in the case of the death or serious illness of a parent, spouse, common-law partner, brother, sister, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, or close friend. Where the illness or burial occurs four hundred (400) or more kilometres from the location of the employee's residence, such leave shall include reasonable traveling time, not to exceed seven (7) days.

For purposes of greater clarity “spouse” or “common-law partner” includes same sex partners; mother-in-law and father-in-law includes parents of a spouse or common-law partner.

**20:05 Compassionate Care Leave**

- (1) An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
  - (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
  - (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
  - (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week duration.
- (2) For an employee to be eligible for leave a physician who provides care to the family member must issue a certificate stating that:
  - (a) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave begun; and
  - (b) The family member requires the care or support of one (1) or more family members.
- (3) The employee must give the Employer a copy of the physician’s certificate as soon as possible.
- (4) A family member for the purpose of this Article shall be defined as:
  - (a) a spouse or common-law partner of the employee;

- (b) a child of the employee or a child of the employee's spouse or common-law partner;
  - (c) a parent of the employee or a parent of the employee's spouse or common-law partner;
  - (d) any other person described as family in the applicable regulations of the Employment Standards Code.
- (5) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (6) Seniority shall accrue as per Article 12.
- (7) Subject to the provisions of Article 19 an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.
- (8) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 20.

**20:06 Jury or Court Witness Duty**

The Employer shall grant leave of absence with pay and without loss of benefits to an employee who serves as a juror or witness in any court. The employee will present proof of service.

For the purposes of greater clarity, jury duty includes any jury selection process even if the employee is not selected as a juror.

**20:07 General Leave**

The Employer agrees to grant, in writing, leave of absence without pay of up to one (1) year to an employee, providing adequate reason can be shown. By mutual agreement, such leave may be extended. An employee granted such a

leave of absence must give the Employer one (1) month's written notice of intention to return and shall be returned on terms no less favourable than those enjoyed previous to such leave, with previous seniority maintained, and at the prevailing rate of pay when the leave commenced subject to general increases as negotiated. This clause shall only apply to employees who have been employed for one (1) full year or more with the Employer.

**20:08 Citizenship Leave**

An employee shall be allowed the necessary time off with pay to process her/his Canadian citizenship application.

**20:09 Administrative Functions - Educational Courses**

- (a) An employee shall be entitled to write examinations, register for courses and such other administrative functions associated with educational courses on approval of the Executive Committee/Board Directors.
- (b) Employees wages, benefits and/or seniority will not be affected by the time out of the office for administrative functions as per Article 20:09
  - (a). The employee will replenish the time in its entirety or at the employee's discretion may utilize vacation, bank time, overtime or respite days for the time associated with educational courses.
- (c) The employee will request in writing to the Employer as soon as reasonably possible dates the employee will be absent from work for educational reasons.

**20:10** The Employer agrees that all employees shall receive time off, without loss of pay or benefits, from December 18 of each year to the date of recommencement in January of each year.

**Article 21 Respite Days**

**21:01** All employees shall receive additional time off in the form of Respite Days. An employee will receive Respite Days off at the rate of one (1) for every three (3) pay periods of employment. No more than two (2) days may be accumulated and taken at one time.

## Article 22 Hours of Work

- 22:01** The hours of work shall be seven (7) hours per day, Monday to Friday, with a total of thirty-five (35) hours for the week, excluding breaks referred to in 22:02. **Subject to any operational requirements, determination of which shall remain within the sole discretion of the Employer, employees may start their shift at any time provided that the employee starts their shift no later than 10:00 a.m. and works a seven (7) hour day. Similarly, subject to any operational requirements, determination of which shall remain within the sole discretion of the Employer, staff may end their shift at any time after 3:00 p.m., but not prior to, provided that they have worked a seven (7) hour day.**
- 22:02** There shall be a paid meal period of one (1) hour. There shall be two (2) paid rest periods of fifteen (15) consecutive minutes each. Neither the schedule of hours, nor the shifts of employees, may be changed without the consent of the Union, in which case seven (7) working days advance notice must be given to affected employees. Where seven (7) working days of such notice is not given the employee, the employee shall receive payment of time and one-half (1½x) as a basic rate for all such work performed within the required period of notice.
- 22:03** Notwithstanding the above clauses employees in the position of Program Coordinator may be required to work hours other than as specified above but in any event the normal hours of work shall not exceed thirty-five (35) hours per work week.
- 22:04** During the period May 1 to August 31 of each year employees will work four (4) days every alternate week.
- 22:05** An employee shall not claim pay for any time worked at home without prior written authorization from the Executive Committee and/or Board of Directors.

### **Article 23 Overtime and Premium Pay**

- 23:01** Overtime work shall be on a voluntary basis. Overtime work must be authorized in advance in writing by the Employer.
- 23:02** Overtime work shall be distributed equally among willing employees who normally perform the work.
- 23:03** All time worked outside or in excess of the work day or the work week shall be considered overtime. Overtime work shall be paid for at the rate of time and one-half ( $1\frac{1}{2}x$ ) for the first two (2) hours and double time ( $2x$ ) after two (2) hours in any one (1) day or shift outside the hours of work in any one (1) week. An employee may elect to be compensated for an equivalent amount of time off. Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer within two (2) months following the date upon which the overtime was worked. Where mutual agreement has not been reached within this two (2) month period, the employee shall receive overtime pay as described in the second sentence of this clause.
- 23:04** Work on Saturdays and Sundays, the sixth and seventh days outside the schedule of hours, and on holidays when the employee is not scheduled to work shall be paid for at the rate of double time ( $2x$ ) for the work performed. An employee may elect to be compensated for an equivalent amount of time off. Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer within two (2) months following the date upon which the overtime was worked. Where mutual agreement has not been reached within this two (2) month period, the employee shall receive overtime pay as described in the second sentence of this clause.
- 23:05** Notwithstanding the above clauses, employees in the positions of Program Coordinator shall be compensated at the rate of time and one-half ( $1\frac{1}{2}x$ ) for all hours worked in excess of thirty-five (35) hours for the period Monday through Friday and double time ( $2x$ ) on Saturdays and Sundays.

## Article 24 Payment of Wages and Allowances

### 24:01 Pay Days

The Employer shall pay salaries and wages bi-weekly at the rate stated in Appendix "A" attached hereto and forming part of this Agreement. With each payment each employee shall be provided with an itemized statement of earnings and deductions.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order or a signed agreement with the employee. Overpayment shall be recovered by the Employer only in a reasonable and fair manner.

### 24:02 Pay During Vacation

Employees may, upon giving at least five (5) working days notice, receive on the last office day preceding commencement of their vacation or of a holiday, any cheque which may fall due during the period of vacation or holiday.

### 24:03 Professional Development

The Employer shall pay the following costs of any courses of instruction or conferences approved by the Employer for the employee to better qualify her/himself to perform her/his duties, including: all course fees, books and instruments, any travel, childcare, if applicable; food and accommodation if the employee must be away from her/his normal place of residence. If such instruction is required by the Employer for the performance of an employee's duties, the Employer agrees to pay the normal wages and benefits, with no loss of seniority for the period of instruction. If such a course is deemed desirable but not essential to job performance, the employee and the Employer shall enter into negotiations. If an employee's application for educational allowance is denied, she/he shall be given the reason in writing.

**24:04 When an employee is promoted, their starting pay level in the new position shall be the base pay level for the position into which the employee was promoted, unless the salary in the base pay level is less than the salary received by the employee in their former position. If the salary received in the base level of the new position is less than the**

salary received by the employee in their former position, the employee's starting pay level shall be increased to the nearest pay level in the new position which is greater than the salary received in the former position.

## Article 25 Other Benefits

### 25:01 Identification Cards

UWSA employees are eligible to obtain University of Winnipeg Staff Identification Cards which provide access to the library and access to the University in off hours. The Employer agrees to cover any costs involved in obtaining such a card.

### 25:02 Staff and Faculty Club

UWSA employees may apply for membership in the University of Winnipeg Staff and Faculty Club. Membership dues, however, are the responsibility of any employee who chooses to be a member of the club.

25:03 The Employer will provide a health benefits insurance plan for all non-probationary employees, not including casual employees. The coverage shall include extended health, dental and life insurance:

- (a) Extended health will include ambulance semi-private hospital and drug coverage.
- (b) Dental coverage for families will include any child for whom the employee pays support, regardless of the child's residence.
- (c) The life insurance plan will be comparable to the most common plan at the University of Winnipeg. Coverage paid for by the Employer will be equal to one (1x) times the annual salary of the employee. Additional coverage may be obtained by the employee at the employee's expense.
- (d) Vision Care - four hundred dollars (\$400.00).

25:04 The Employer will on written instruction from the employee, effective the first payday following the date of signing and thereafter, make payroll deductions of up to **five point eight percent (5.8%)** of the employees gross

pay. The Employer will match same up to one hundred percent (100%) and deposit the total in the employee's RRSP account at **Assiniboine** Credit Union.

### **Article 26 Safety and Health**

- 26:01** The Employer shall make all reasonable provisions for the safety and health of employees during work periods, and employees may from time to time bring to the attention of the Employer any suggestions in this regard, and also any suggested improvements regarding conditions of work.
- 26:02 Both a representative of the Employer and the Union elected Health and Safety Representative will represent the UWSA on the Workplace Health and Safety Committee.**
- 26:03** The Employer agrees to facilitate attendance by one (1) bargaining unit member at a health and safety course either provided by the Provincial Department of Labour or by the MGEU during the twelve (12) months following signing of the agreement.

### **Article 27 Union Business**

- 27:01** Employees who are representatives of the Union and who are requested to attend meetings with the Employer or representative(s) of the Employer during regular working hours, shall be deemed to be carrying out their normal work under this Agreement and shall receive their usual remuneration from the Employer while in attendance.
- 27:02** The Employer will release up to two (2) members of the bargaining unit from their regular duties for the purpose of attending Collective Bargaining Sessions, including any mediation, conciliation or arbitration sessions. The employees shall receive their usual remuneration.
- 27:03 An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall**

continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence and for any other extra cost incurred by the Employer.

Except in cases of emergency, at least three (3) days advance notice of request for such leave will be given by the employee or the Union.

### **Article 28 Jurisdiction**

- 28:01** The Employer is agreed that bargaining unit work will not be performed by persons who are not in the bargaining unit, except in the case of emergency. Any dispute as to what constitutes an emergency shall be grievable and arbitrable.
- 28:02** In the event that the Employer permits bargaining unit work to be performed by someone outside the bargaining unit, wages, and overtime as applicable, shall be paid to the bargaining unit member who ought to have performed the work, and dues shall be remitted to the Union.

### **Article 29 Performance Appraisals**

- 29:01** Employees shall receive at least one (1) performance appraisal every twelve (12) months.

### **Article 30 Labour/Management Relations**

- 30:01** The parties are agreed that at the commencement of the term of office, on or about May 31, UWSA executive members and MGEU representatives shall attend a brief orientation session to become familiar with the Collective Agreement, the Union officers and staff roles.
- 30:02** The parties are agreed that a regular forum to address daily operating issues is beneficial and commit to a schedule of monthly labour/management meetings to be held during regular working hours. The meetings may be less frequent if mutually agreed.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their decisions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 30:03** The Union recognizes the need of the Employer to be flexible in the assignment of portfolios among executive members. Therefore it is agreed that at the commencement of each term of office the Employer will provide an organizational chart which outlines reporting lines for bargaining unit members.

The Employer shall provide updates and amendments as appropriate.

The organizational chart shall also provide lines of delegation in the event that the executive member with primary authority is unavailable.

### **Article 31 Motor Vehicle Use**

- 31:01** Use of a motor vehicle by any bargaining unit employee, whether the vehicle is provided by the Employer or the employee shall not be a condition of employment.
- 31:02** It is recognized that occasional use of a motor vehicle by an employee in the course of their duties may be required. This use shall be compensated at a rate of fifty-five cents (\$0.55) per kilometre, with a minimum payment of seven dollars (\$7.00) per round trip, whichever is greater.
- 31:03** Prior authorization is required if the Employee is renting a vehicle or using taxi cabs for business, but is not required if the employee is using public transit or their own vehicle.
- 31:04** Prior authorization is not required for employees taking a taxi cab home after ten o'clock (10:00 p.m.) in the evening and/or after dark.

### Article 32 Telephone/Cell Phone Usage

**32:01** Employees shall not use personal cell phones or cell phone minutes for business purposes if a business telephone is available. Should a business telephone not be available, an employee is entitled to claim the full cost of all business telephone calls/cell minutes made throughout the day/evening. A list of the telephone/cell charges shall be provided to the Executive Committee and/or Board of Directors for approval. **Approval shall remain in the sole discretion of the Employer.**

### Article 33 Transit Passes

**33:01** Transit passes to be subsidized by the Employer for **fifty percent (50%) for six (6) months of the year. It shall be within the employee's discretion as to which six (6) months they choose to have their transit pass subsidized.**

### Article 34 Duration and Retroactivity

- 34:01** This Agreement shall be effective from date of ratification and shall continue in effect up to and including March 31, **2014** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to, but not more than one hundred and eighty (180) days, prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of the Agreement, this Agreement shall remain in full force and effect without change.
- 34:02** Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout accrues, whichever first occurs.
- 34:03** All wages including merit increments shall be retroactive to April 1, **2011** to all current and resigned employees.

### Article 35 Resignation

**35:01** An employee may terminate his/her employment with the Employer by providing the Employer with written notice commensurate with his/her period of employment:

- (a) If he/she has been employed less than one (1) year, the resigning employee must provide the Employer with one (1) week's notice; and
- (b) If he/she has been employed for more than one (1) year, the resigning employee must provide the Employer with two (2) week's notice.

For the purposes of this Article, any time spent on vacation time shall not qualify as any part of the notice period that the resigning employee is required to provide to the Employer.

**35:02** Where an employee is absent from work in excess of three (3) consecutive scheduled work days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible, the employee's employment shall be deemed to have been terminated for just cause.

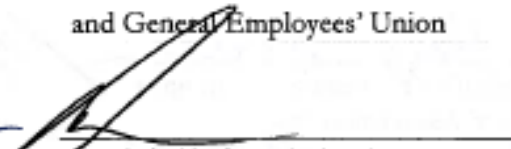
IN WITNESS WHEREOF: The President of the University of Winnipeg Students' Association Inc. hereunto set her hand for, and on behalf of, University of Winnipeg Students' Association Inc., and Diane Mark, Staff Representative of Manitoba Government and General Employees' Union, has hereunto set her hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 11 day of October 2011.

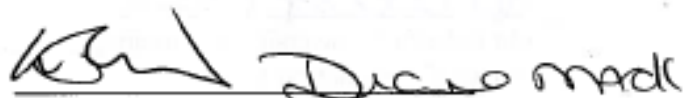
  
On Behalf of University of Winnipeg  
Students' Association Inc.

  
On Behalf of Manitoba Government  
and General Employees' Union

  
On Behalf of University of Winnipeg  
Students' Association Inc.

  
On Behalf of Manitoba Government  
and General Employees' Union

  
On Behalf of University of Winnipeg  
Students' Association Inc.

  
On Behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

*between*

**University of Winnipeg Students' Association Inc.**  
(The Employer)

*and*

**Manitoba Government and General Employees' Union**  
(The Union)

**Re: Workplace Health and Wellness**

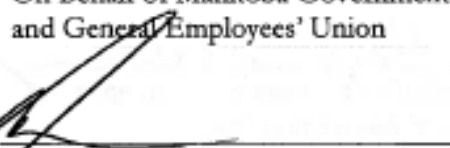
Establish a Wellness Committee to facilitate the implementation of a response to staff and organizational wellness. The Committee will endeavour to identify those conditions that affect staff and organizational wellness and to recommend a plan of action. **The committee will meet ninety (90) days after signing of the Collective Agreement. The Committee shall be comprised of two (2) Employer representatives and two (2) employee representatives who are Union members.**

Signed this 11 day of October 2011.

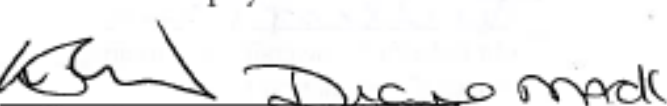
  
On Behalf of University of Winnipeg  
Students' Association Inc.

  
On Behalf of Manitoba Government  
and General Employees' Union

  
On Behalf of University of Winnipeg  
Students' Association Inc.

  
On Behalf of Manitoba Government  
and General Employees' Union

  
On Behalf of University of Winnipeg  
Students' Association Inc.

  
On Behalf of Manitoba Government  
and General Employees' Union

Memorandum of Agreement

between

University of Winnipeg Students' Association Inc.  
(The Employer)

and

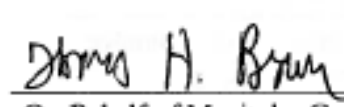
Manitoba Government and General Employees' Union  
(The Union)

Re: Job Descriptions


The Employer and the Union shall meet within seven (7) days of each anniversary of the Collective Agreement, or other date as is mutually agreeable between the parties, in order to discuss any proposed amendments to the classification/job descriptions contained in the Collective Agreement.

Signed this 11 day of October 2011.

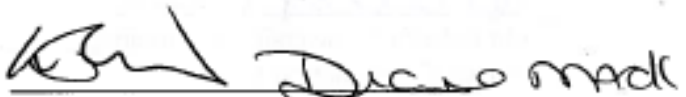
  
On Behalf of University of Winnipeg  
Students' Association Inc.

  
On Behalf of Manitoba Government  
and General Employees' Union

  
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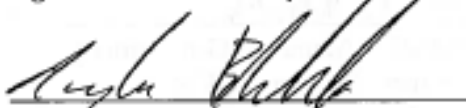
Manitoba Government and General Employees' Union  
(The Union)

Re: Respectful Workplace

The Employer will meet with its employees within thirty (30) days after the ratification of the Collective Agreement to discuss any potential revisions to its existing harassment policy, including any inclusions regarding a respectful workplace.

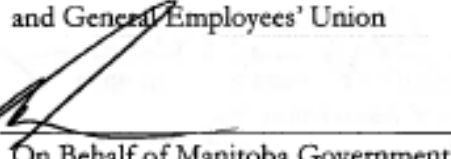
The Employer will undertake to place posters, identifying the UWSA as a respectful workplace, within its offices. The Employer will also place a hard copy of its harassment policy or any revised version of the policy, in prominent locations accessible to all employees, within its office.

Signed this 11 day of October 2011.

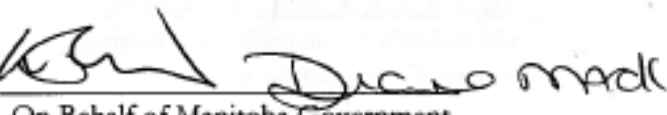
  
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University of Winnipeg Students' Association Inc.  
(The Employer)

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Manitoba Government and General Employees' Union  
(The Union)

Re: Benefit Review

The Employer and the Union will undertake to perform a joint review, during the life of the Collective Agreement, of the benefits plan currently provided pursuant to Articles 25:03 (a), (b) and (c), in order to determine whether it can obtain more favourable benefits for UWSA employees, without increasing the cost of premiums currently paid by the U.W.S.A.

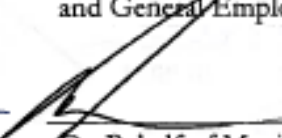
The Employer and the Union will have equal representation with a maximum of two (2) Employer representatives and two (2) Union representatives.

Signed this 11 day of October 2011.

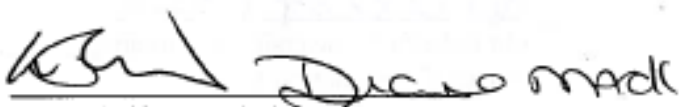
  
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## Schedule "A" - Salary Scales

### Effective April 1, 2011 - 1.5% Increase

Title	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Business Manager	49,431.47	51,315.70	53,368.95	55,503.81	57,724.17	60,032.62
General Coordinator	44,062.10	45,824.59	47,657.57	49,563.87	51,546.43	53,608.28
Office Administrator	30,998.24	32,239.26	33,528.21	34,871.57	36,264.15	37,715.03
Outreach and Special Projects Coordinator	41,124.63	42,769.61	44,480.40	46,259.61	48,110.00	50,034.40
Events Coordinator	32,568.30	40,255.36	41,864.28	43,539.26	45,282.90	47,092.61
Retail Manager	42,299.62	43,991.60	45,751.27	47,581.32	49,484.57	51,463.95
Health Plan Coordinator	14.27	14.85	15.44	16.04	16.70	17.37
Information Booth Coordinator	14.27	14.85	15.44	16.04	16.70	17.37
Used Book Store Coordinator	14.27	14.85	15.44	16.04	16.70	17.37

### Effective April 1, 2012 - 1.5% Increase

Title	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Business Manager	50,081.59	52,085.44	54,169.49	56,336.37	58,590.04	60,933.11
General Coordinator	44,723.03	46,511.95	48,372.43	50,307.33	52,319.62	54,412.41
Office Administrator	31,463.22	32,722.85	34,031.13	35,394.64	36,808.11	38,280.75
Outreach and Special Projects Coordinator	41,741.50	43,411.16	45,147.60	46,953.51	48,831.65	50,785.91
Events Coordinator	33,056.82	40,859.19	42,492.24	44,192.35	45,962.15	47,799.00
Retail Manager	42,934.11	44,651.48	46,437.54	48,295.04	50,226.84	52,235.91
Health Plan Coordinator	14.49	15.07	15.67	16.28	16.95	17.63
Information Booth Coordinator	14.49	15.07	15.67	16.28	16.95	17.63
Used Book Store Coordinator	14.49	15.07	15.67	16.28	16.95	17.63

### Effective April 1, 2013 - 2% Increase

Title	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Business Manager	51,083.23	53,127.15	55,252.88	57,463.10	59,761.84	62,151.77
General Coordinator	45,617.49	47,442.19	49,339.88	51,313.48	53,366.02	55,500.66
Office Administrator	32,092.48	33,377.31	34,711.76	36,102.53	37,544.27	39,046.37
Outreach and Special Projects Coordinator	42,576.33	44,279.38	46,050.56	47,892.58	49,808.28	51,800.61
Events Coordinator	33,717.96	41,676.37	43,342.08	45,076.20	46,881.39	48,754.98
Retail Manager	43,792.79	45,544.51	47,366.29	49,260.94	51,231.37	53,280.63
Health Plan Coordinator	14.78	15.37	15.98	16.60	17.29	17.98
Information Booth Coordinator	14.78	15.37	15.98	16.60	17.29	17.98
Used Book Store Coordinator	14.78	15.37	15.98	16.60	17.29	17.98

## **Job Description - Business Manager**

### **Responsibilities/Duties**

The Business Manager takes direction from the Executive (who acts as day-to-day Management on behalf of the Board of Directors), which includes:

- adhering to relevant University of Winnipeg and UWSA By-Laws, policies and procedures.
- meeting regularly with the Executive to set goals and to determine solutions for difficulties or problems in the Financial Department.
- assisting in the budget process and ensuring that the department works within the parameters of its budget lines.
- carrying out and assisting in the day-to-day support work for ongoing UWSA services, programs and projects.
- assisting with training of new UWSA employees, upon request, in conjunction with other employees, the Executive, and the Board of Directors.
- training and supervising any accounting department staff, including evaluating and disciplining (but not hiring or terminating), these staff.
- performing other tasks from time to time, as directed by the UWSA Executive and/or Board of Directors.

The Business Manager is responsible for processing, administering, storing, maintaining and distributing all financial information within a system according to professional financial accounting standards:

- preparing UWSA payroll and related remittances in a timely manner.
- maintaining payroll related personnel file including TD-1 and TD1-MB.
- assisting with the annual auditing of the UWSA.
- alerting the Executive and/or Board of Directors and/or appropriate department coordinators of any of non-compliance with the financial By-Laws, policy, procedures and budget of the UWSA.
- providing monthly financial statements and other relevant financial information to each department and the Finance Committee.
- assisting with accounts receivable collection.
- assisting in the training of all other staff and volunteers to ensure their understanding of appropriate financial policies and procedures.

- training student group coordinators in deposits and other basic financial procedures.
- ensuring the appropriate and ethical investment of UWSA funds as directed by the UWSA Board of Directors.

The Business Manager is responsible for assisting and advising the UWSA Executive and/or the UWSA Board of Directors and all relevant Board Committees in conducting financial affairs:

- assisting in the creation or enhancement of all UWSA financial policies and procedures.
- sitting as an advisor on the Finance Committee and any other committees as requested.

\*\* The Business Manager shall also be one of the signing authorities for the UWSA.

## Job Description - General Coordinator

### Responsibilities/Duties

The General Coordinator takes direction from the Executive (who acts as day-to-day Management on behalf of the Board of Directors), which includes:

- adhering to relevant University of Winnipeg and UWSA By-Laws, policies and procedures.
- meeting regularly with the Executive to set goals and to determine solutions for difficulties or problems.
- carrying out and assisting in the day-to-day support work for ongoing UWSA services, programs and projects.
- assisting with training of new UWSA employees, upon request, in conjunction with other employees, the Executive, and the Board of Directors.
- assisting in the budget process, upon request, and ensuring that the department works within the parameters of its budget lines.
- training and supervising any accounting department staff, including evaluating and disciplining (but not hiring or terminating), these staff.
- performing other tasks from time to time, as directed by the UWSA Executive and/or the Board of Directors.

The General Coordinator is responsible for acting in an advisory and support capacity to the Board of Directors of the UWSA:

- **work with the Board of Directors in developing short and long term organizational goals.**
- acting as secretary at UWSA Board meetings and members meetings; ensuring that open session minutes are taken, processed, distributed to the Board of Directors and made available to the membership.
- maintaining updated copies of all relevant University of Winnipeg and UWSA By-Laws, policies and procedures and ensuring that they are made available to the membership.
- sitting as an advisor on the UWSA By-Laws and Policy Committee, and other committees as requested.
- ensuring that appropriate information is available to **the Board of Directors and Executive**, and that orientation sessions **are offered to** each new Board of Directors and Executive.

- assisting in the budget process and assisting the **Budget Manager and Vice President Internal** in the ongoing financial operations of the UWSA.
- assisting in UWSA lobbying, media and advocacy campaigns.
- providing research and policy advice.
- ensuring that the UWSA records and information management systems are updated and maintained in an accurate and timely manner, excluding personnel files, student appeals, and any other sensitive student or employee-related information.
- assisting the Personnel Committee, upon request, in the hiring of new staff.
- acting as a liaison among all UWSA staff positions and the Board of Directors and ensuring that all relevant information is distributed to the appropriate personnel.

The General Coordinator is responsible for assisting the Executive in the following areas:

- meeting regularly with the core staff of the UWSA to set goals and to determine solutions for difficulties so as to ensure that each area of the UWSA functions as effectively as possible.
- liaising with all necessary relevant elements of the University of Winnipeg's administration to facilitate the day-to-day activities of the UWSA.
- assisting with any UWSA projects, programs and services including coordination of the annual production of the UWSA Student Handbook.
- filling in for any other unionized employees in their absence, upon request of the Executive, assuming all responsibilities of that position while doing so.
- acting as a liaison among all major UWSA departments.
- **ensure that the Board of Directors and the organization carry appropriate and adequate insurance coverage.**

## Job Description - Office Administrator

### Responsibilities/Duties

The Office Administrator takes direction from the Executive (who acts as day-to-day Management on behalf of the Board of Directors), which includes:

- adhering to relevant University of Winnipeg and UWSA By-Laws, policies and procedures.
- meeting regularly with the Executive to set goals and to determine solutions for difficulties or problems in the General Office.
- carrying out and assisting in the day-to-day support work for ongoing UWSA services, programs and projects.
- assisting with training of new UWSA employees, upon request, in conjunction with other employees, the Executive, and the Board of Directors.
- assisting in the budget process, upon request, and ensuring that the department works within the parameters of its budget lines.
- performing other tasks from time to time, as directed by the UWSA Executive and/or the Board of Directors.

The Office Administrator is responsible for processing, administering, storing, maintaining and distributing information, in a wide variety of formats, so as to ensure the smooth flow of UWSA affairs:

- producing, processing, maintaining and distributing documents and information related to the UWSA in a timely and accurate fashion.
- **assist General Coordinator and UWSA Executive in maintaining files and databases.**
- **write reports for the UWSA Executive.**
- booking rooms and equipment in a timely manner and administering the bookings of graduate portraits and other similar services.
- receiving all inquiries to the UWSA and dealing with all concerns in an appropriate and courteous manner.
- processing incoming and outgoing mail, faxes, parcels, packages and other items in a timely and accurate manner.
- **coordinating table rentals.**

- maintaining the various key access and security systems in accordance with the appropriate UWSA policies and procedures.
- tracking, processing, and issuing, the International Students' Identity Card (ISIC) to the membership.
- **assists in the promotion of UWSA events and campaigns.**
- enforcing the poster policies of the UWSA and the University of Winnipeg as they exist.

The UWSA General Office and equipment will be maintained in a professional presentable and functional manner:

- maintaining an adequate stock of office supplies on hand for all UWSA activities.
- updating and maintaining financial records appropriate to the UWSA General Office in an accurate and timely manner.

## Job Description - Outreach and Special Projects Coordinator

### Responsibilities/Duties

**The Outreach and Special Projects Coordinator** takes direction from the Executive (who acts as a day-to-day Management on behalf of the Board of Directors), which includes:

- adhering to relevant University of Winnipeg and UWSA By-Laws, policies and procedures.
- meeting regularly with the Executive to set goals and to determine solutions for difficulties or problems in the Financial Department.
- assisting in the budget process and ensuring that the department works within the parameters of its budget lines.
- carrying out and assisting in the day-to-day support work for ongoing UWSA services, programs and projects.
- assisting with training of new UWSA employees, upon request, in conjunction with other employees, the Executive and the Board of Directors.
- performing other tasks from time to time, as directed by the UWSA Executive and/or Board of Directors.

The Outreach and Special Projects Coordinator is responsible for coordinating socially, politically and academically oriented events and services on behalf of the UWSA for the benefit of our membership:

- soliciting advertisements for the Stylus magazine and the UWSA Student Handbook and ensuring the timely placement of these ads in the publications.
- **soliciting sponsors for UWSA activities, services and programs, including corporate onsite and special retail events.**
- determining the print schedule for all UWSA publications in conjunction with the coordinator of each publication.
- ensuring that payment is collected for all advertisements and sponsorship in conjunction with the **UWSA Business Manager.**
- setting all advertising rates for UWSA publications and sponsorship, and submitting any suggested changes to the Finance Committee for approval.
- engage in Grant writing proposals and distribution of those proposals.

- assisting the Personnel Committee, upon request, with the hiring of all staff needed for UWSA retail events.
- advising the Executive on potential new avenues of revenue for the UWSA.
- **assisting in UWSA lobbying, media and advocacy campaigns.**
- **advising the Executive with research and policy advice where applicable.**
- **organizing and coordinating of outreach events and programs, including Freestyle and the Bike Lab.**
- **working with the Vice President Advocate in supporting the UWSA Food Bank.**
- **developing outreach priorities that meet UWSA strategic goals.**
- **developing relationships and partnerships in the community, with particular emphasis on the local social justice and cultural communities to benefit both the UWSA membership and the community.**

## Job Description - Events Coordinator

### Responsibilities/Duties

The **Events** Coordinator takes direction from the executive (who acts as a day-to-day Management on behalf of the Board of Directors), which includes:

- adhering to relevant University of Winnipeg and UWSA By-Laws, policies and procedures.
- meeting regularly with the Executive to set goals and to determine solutions for difficulties or problems in the **Events Department**.
- assisting with the training of new UWSA employees, upon request, in conjunction with other employees, the Executive and the Board of Directors.
- carrying out and assisting in the day-to-day support work for ongoing UWSA services, programs and projects.
- assisting in the budget process, upon request, and ensuring that the department works within the parameters of its budget lines.
- training and supervising any department staff, including evaluating and disciplining (but not hiring or terminating), these staff.
- performing other tasks from time to time as directed by the UWSA Executive and/or the Board of Directors.

The **Events** Coordinator is responsible for coordinating socially, politically and academically orientated activities on behalf of the UWSA for the benefit of our membership:

- coordinating and managing socials, lectures, movies, conferences, concerts and other events and activities ensuring that they adhere to relevant laws and policies, run smoothly, are staffed appropriately, have all necessary materials, equipment and resources and are well-maintained.
- assisting with activities of UWSA Recognized and Affiliated student and service groups, ensuring that activities adhere to relevant laws and policies, run smoothly, are staffed appropriately, have all necessary materials, equipment and resources and are well-maintained.
- providing guidance, **advice** and information to UWSA Recognized and Affiliated student and service groups regarding programming in conjunction with the Vice President Student Services.

- maintaining the Bulman Students' Centre Multi Purpose Room, stage, and rooms, including the general maintenance of the rooms and supplies and ensuring that other users keep the space clean.
- training, educating and supervising (including evaluating and disciplining) staff and volunteers required for events and activities, especially for events involving alcohol consumption.
- ensuring that events and activities involving alcohol consumption adhere to University of Winnipeg, UWSA, and Manitoba Liquor Control Commission regulations.
- advertising activities and events using as many student based advertising media as appropriate.

The **Events** Coordinator will assist and advise the UWSA Board of Directors and/or Executive on matters with particular relevance to programming matters:

- generating ideas for new programs, services and events that will enhance student life on campus.

## Job Description - Retail Manager

### Responsibilities/Duties

- adhering to relevant University of Winnipeg and UWSA By-Laws, policies and procedures.
- meeting regularly with the Executive to set goals and to determine solutions for difficulties or problems in the Petrified Sole, Info Booth and Soma Café.
- carrying out and assisting in the day-to-day support work for ongoing UWSA services, programs and projects.
- assisting in the budget process, upon request, and ensuring that the department works within the parameters of its budget lines.
- training and supervising any department staff, including evaluating and disciplining (but not hiring or terminating), these staff.
- performing other tasks from time to time as directed by the UWSA Executive and/or the UWSA Board of Directors.

The Retail Manager is responsible for coordinating the activities of Petrified Sole, Info Booth and Soma Café:

- ensure the safety and security of UWSA retail services staff. The Retail Manager shall also be responsible for the security access list to all retail services.
- meet regularly with staff to set goals and to determine solutions for difficulties or problems.
- ensure that retail services function smoothly, are staffed appropriately, and have all necessary materials, resources and equipment on hand.
- oversee Canada Post services at the Info Booth, including training of all staff inventory, liaising with Canada Post representatives, and providing regular financial statements.
- oversee the operations of Winnipeg Transit services and all other services provided by Info Booth.
- maintain appropriate inventory controls.
- ensure that visitors and calls are received and their concerns, inquiries, or retail transactions are dealt with in an accurate and courteous manner.

- assist the personnel committee with the hiring of all staff needed to work in UWSA retail operations.
- generate ideas for new services or projects for the UWSA retail operations.
- ensure that all UWSA retail services are widely advertised.

## Job Description - Health Plan Coordinator

### Responsibilities/Duties

The Health Plan **Coordinator** takes direction from the executive (who acts as a day-to-day Management on behalf of the Board of Directors), which includes:

- adhering to relevant University of Winnipeg and UWSA By-Laws, policies and procedures.
- meeting regularly with the Executive to set goals and to determine solutions for difficulties or problems with the UWSA Student Health Plan.
- assisting in the budget process, upon request, and ensuring that the department works within the parameters of its budget lines.
- carrying out and assisting in the day-to-day support work for ongoing UWSA services, programs and projects.
- assisting with the training of new UWSA employees, upon request, in conjunction with other employees, the Executive, and the Board of Directors.
- training and supervising any department staff, including evaluating and disciplining (but not hiring or terminating), these staff.
- performing other tasks from time to time as directed by the UWSA Executive and/or the Board of Directors.

The Health Plan **Coordinator** is responsible for administering of the UWSA Student Health Plan:

- ensuring that the Student Health Plan and related services will function smoothly, be staffed appropriately, and have all necessary materials, resources and equipment on hand.
- ensuring that all Student Health Plan information, changes, updates and member files are processed accurately and in a timely manner and kept confidential.
- assisting insured members in their use of the Student Health Plan.
- greeting visitors to the Health Plan Desk, receiving and addressing their concerns in an appropriate and courteous manner.
- responding to any inquires received in an appropriate and courteous manner.

The Health Plan **Coordinator** is responsible for assisting the UWSA Executive and/or Board of Directors with matters related to the Student Health Plan:

- liaising with all relevant and appropriate organizations.
- assisting in the updating of policies and procedures governing the administration of the Student Health Plan.
- advising the Vice-President Student Services of the need to convene Health Plan Committee meetings and raising pertinent issues with the UWSA Vice-President Student Services.
- ensuring that the Student Health Plan is widely advertised to its members.

## **Job Description - Information Booth Coordinator**

### **Responsibilities/Duties**

The Info Booth Coordinator takes direction from the executive (who acts as a day-to-day Management on behalf of the Board of Directors), which includes:

- adhering to relevant University of Winnipeg and UWSA By-Laws, policies and procedures.
- meeting regularly with the Executive to set goals and to determine solutions for difficulties or problems in the Info Booth.
- assisting with the training of new UWSA employees, upon request, in conjunction with other employees, the Executive and the Board of Directors.
- carrying out and assisting in the day-to-day support work for ongoing UWSA services, programs and projects.
- assisting in the budget process, upon request, and ensuring that the department works within the parameters of its budget lines.
- training and supervising any department staff, including evaluating and disciplining (but not hiring or terminating), these staff.
- performing other tasks from time to time as directed by the UWSA Executive and/or the Board of Directors.

The Info Booth Coordinator is responsible for coordinating the activities of the Information Booth which provide accurate information to the campus community on demand:

- ensuring the safety and security of the Info Booth and personnel working in the Info Booth space. The Info Booth Coordinator shall also be responsible for the security access list to the Info Booth.
- meeting regularly with Info Booth staff to set goals and to determine solutions for difficulties or problems.
- ensuring that the Info Booth and its services are maintained in a professional manner; that it will function smoothly, be staffed appropriately, and have all necessary materials, resources and equipment on hand.
- overseeing the Canada Post services, including training of all staff, inventory, liaising with Canada Post representatives, and providing regular financial statements.

- overseeing the operation of the Winnipeg Transit services and all other services provided by the Info Booth.
- maintaining appropriate inventory controls.
- ensuring that visitors and calls are received and their concerns, inquiries or retail transactions are dealt with in an accurate and courteous manner.

The Info Booth Coordinator is responsible for assisting and advising the UWSA Executive and /or Board of Directors with matters related to the Info Booth.

- assisting the Personnel Committee with the hiring of all staff needed to work in the Info Booth.
- generating ideas for any new services or projects for the Info Booth.

## Job Description - Used Book Store Coordinator

### Responsibilities/Duties

The **Used Book Store** Coordinator takes direction from the executive (who acts as a day-to-day Management on behalf of the Board of Directors), which includes:

- adhering to relevant University of Winnipeg and UWSA By-Laws, policies and procedures.
- meeting regularly with the Executive to set goals and to determine solutions for difficulties or problems in the Petrified Sole.
- assisting with the training of new USWA employees, upon request, in conjunction with other employees, the Executive and the Board of Directors.
- carrying out and assisting in the day-to-day support work for ongoing UWSA services, programs and projects.
- assisting in the budget process, upon request, and ensuring that the department works within the parameters of its budget lines.
- training and supervising any department staff, including evaluating and disciplining (but not hiring or terminating), these staff.
- performing other tasks from time to time as directed by the UWSA Executive and/or the Board of Directors.

The **Used Book Store** Coordinator is responsible for coordinating the activities of the Petrified Sole, which enables students to buy and sell their textbooks and other material on a commission basis and provides photocopying, contracted media and/or entertainment and other services on a for profit basis.

- ensuring that commission payments are issued in a timely manner.
- ensuring the safety and security of the Petrified Sole and personnel working in the store space. The Petrified Sole Coordinator shall also be responsible for the security access list to the Petrified Sole.
- meeting regularly with Petrified Sole staff to set goals and to determine solutions for difficulties or problems.
- ensuring that the Petrified Sole and its services will be maintained in a professional manner, that it will function smoothly, be staffed appropriately and have all necessary materials, resources and equipment on hand.
- ensuring that photocopiers are maintained and functioning.

- ensuring that visitors and calls are received and their concerns, inquiries or retail transactions are dealt with in an accurate and courteous manner.
- maintaining appropriate inventory controls.
- ensuring that the Petrified Sole is widely advertised.

The **Used Book Store** Coordinator is responsible for assisting and advising the UWSA Executive and/or Board of Directors with matters related to the Petrified Sole:

- assisting the Personnel Committee upon request, with the hiring of all staff needed to work in the Petrified Sole.
- generating and implementing ideas for any new services or projects for the Petrified Sole.