

# **Collective Agreement**

*between*

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

*and*

**Manitoba Government and General Employees' Union**

**Local 433**

**April 1, 2019 to March 31, 2024**

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\*All changes appear in bold

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\*All changes appear in bold

This Agreement made this 15 day of MAY, 2019

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.

### **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 the employees in the bargaining unit described in the Manitoba Labour Board Certificate Number MLB-7160, which reads: All employees of the University of Winnipeg Students' Association Inc., in the City of Winnipeg, in Manitoba, except those employed in the UWSA Daycare, those covered by Manitoba Labour Board Certificate No. MLB-5857, and those excluded by the Act.

### 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** **“Contract Employees” are employees hired by the Employer to provide short-term support for a specific purpose, such as a major event that lasts for a number of days, and are held annually, or infrequently. Should the Employer wish to retain a Contract Employee, or the Contract Employee should apply to a publically posted vacancy in accordance with Article 13 Vacancies, Job Postings, Promotions and Transfers of the Collective Agreement, seniority does not apply for the hiring of Contract Employees.**
- 3:05** “Demotion” means a change from one position to another which has a lower maximum rate of pay.
- 3:06** “Employee” means a person employed by the Employer who is a member of the bargaining unit.
- 3:07** “Employer” means the University of Winnipeg Students’ Association Inc. (UWSA).

- 3:08** “Executive Committee” means a subcommittee of the UWSA Board of Directors tasked with the day to day management of the organization or similar committee.]
- 3:09** “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.
- 3:10** “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.
- 3:11** “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** “Local President” means a member of the bargaining unit elected in accordance with the Constitution and Bylaws of the MGEU.
- 3:13** “Parties” means the University of Winnipeg Students’ Association Inc. and the Manitoba Government and General Employees’ Union (MGEU).
- 3:14** “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.
- 3:15** “Pay Period” - All employees shall be paid biweekly. When a statutory holiday falls on a payday, employees will be paid on the previous banking day.
- 3:16** “Probationary Employee” means an employee who has not completed the probationary period as defined in Article 11.
- 3:17** “Probationary period” is the initial period of employment in which the employer can evaluate the newly hired member’s suitability for their position



and within the organization. Just cause is not required to end the employment relationship during this period.

- 3:18** “Promotion” means a change from one position to another which has a higher maximum rate of pay.
- 3:19** “Seniority” means the period of time worked by the employee since **they** last entered the service of the Employer in a position covered by this Collective Agreement.
- 3:20** “Steward” means a member of the bargaining unit elected in accordance with the Constitution and Bylaws of the MGEU.
- 3:21** “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.
- 3:22** “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.
- 3:23** “Trial period” is the initial period of employment of an existing member into a different job. If the member is found not to be suitable they are returned to their former position.
- 3:24** “Union” means the Manitoba Government and General Employees’ Union.
- 3:25** “Union Representative” means an individual who is not a member of the bargaining unit, appointed by the MGEU.

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

- 4:01** Subject to the terms of this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer’s rights shall include:

- (a) The right to maintain order, discipline and efficiency; to make, alter and enforce reasonable rules and regulations to be observed by its employees; to discipline and discharge probationary employees and to discipline and discharge other employees for just cause.
- (b) The right to select, hire and control the working force and employees; to transfer, assign, promote, classify, layoff, recall and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit.
- (c) The right to determine the location and extent of its operations and the commencement, expansion, curtailment or discontinuance of its operations, the direction of the working forces, the work to be performed; the standards of work and service, and the choice of supplier of goods and services; the schedules of work and of service, the methods, process and means of performing work; job content and requirements, quality and quantity standards; the qualifications of employees; the use of improved methods; the number of employees needed by the Employer at any time and how many shall work on any job operation; working hours, the number of hours to be worked; starting and quitting time; and generally, the right to manage the business affairs of the Employer shall be the sole right of the Employer.

**4:02** The Employer shall exercise its rights in a fair and reasonable manner **with consultation with the Union on major changes in an effort to maintain a relationship conducive to cooperation and harmony in the workplace.**

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

**5:01** All rights, privileges, benefits and working conditions contained in this Agreement shall remain in full force, unchanged and unaffected in any manner, unless changed by mutual consent of the Employer and the Union, or unless this Agreement is terminated in accordance with *The Labour Relations Act*.

**5:02** Volunteers will only be used to supplement staffing and shall not be used to replace paid staff. The current staff composition can be adjusted through discussion between the Union and the Employer but must not fall below the total minimum. The following minimum staffing levels will be maintained unless the levy funding the service is reduced or eliminated, or the Employer has discontinued a service not funded by a levy:

- (a) Bike Lab 0.75 EFT: currently three (3) positions (General Coordinator 0.25, Program Coordinator 0.25, Volunteer Coordinator 0.25);
- (b) EcoPIA 0.25 EFT: currently one (1) position (Coordinator 0.25);
- (c) Food Bank 0.375 EFT: currently two (2) positions (Coordinator 0.25, Assistant Coordinator (0.125));
- (d) International Students' Association 0.25 EFT: currently one (1) position (Coordinator 0.25);
- (e) LGBT\* Centre 0.25 EFT: currently one (1) position (Coordinator 0.25);
- (f) Safewalk 0.25 EFT: currently one (1) position (Coordinator 0.25);
- (g) Women-Trans Spectrum Centre 0.25 EFT: currently one (1) position (Coordinator 0.25).

**5:03** Staffing levels may fall below the aforementioned minimum levels on a seasonal basis. Seasonality may be applied at the Employer's discretion between the periods of April 1 - September 1, and December 1 until the commencement of winter term classes, and during the scheduled University fall and winter reading weeks. The Union will be given a minimum of thirty (30) days' notice prior to all seasonally based changes to staffing levels.

## **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 biweekly wages of all employees and this amount shall be forwarded by the Employer to the Union.
- 7:02** The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

#### **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.

**9:02** If the Employer alleges a violation of this Agreement, or if a difference between the parties relating to the interpretation, application or administration of this Agreement arises, the Employer may present a grievance in writing to the Union representative within seven (7) working days of becoming aware of the incident giving rise to the grievance. The Union representative should reply within seven (7) working days after the grievance was submitted. If the matter is not resolved to the Employer's satisfaction within seven (7) working days following receipt of the Union representative's reply, the Employer may submit the grievance to arbitration. The parties may agree to extend any of the timelines set out herein.

## 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.
- (b) If the parties are unable to agree on a single arbitrator, the parties will request in writing to the Manitoba Labour Board that it appoint an arbitrator.

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

- (a) The Arbitrator 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) Either party may apply within five (5) calendar days to have the arbitration reconvened within five (5) further days in order to clarify the Arbitrator's decision. The parties may agree to extend the timelines;
- (c) Each of the parties shall pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the Arbitrator;
- (d) The Arbitrator shall determine the Arbitrator's own procedure, but shall give full opportunity to all parties to present evidence and make representations;
- (e) The Arbitrator 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 Arbitrator 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 Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable;
- (i) The Arbitrator shall determine the real issue in dispute according to the merits and shall make whatever disposition the Arbitrator 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 in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

**10:05** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and such agreement shall be confirmed in writing. The arbitrator may only relieve against the time limits set out herein if there has been no prejudice to the party not responsible for the delay and if the delaying party had a fixed intent to proceed within the stated time limits.

## **Article 11 Probation**

**11:01** Newly hired employees shall be on probation for a period of three (3) months from the date of hiring. The probation period may be extended another one (1) month subject to the prior written agreement of the Union.

**11:02** Term employees shall serve the probationary period outlined in 11:01.

**11:03** Upon the commencement of employment, the Employer shall 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 shall ensure that the newly hired employee is given a tour of the University of Winnipeg campus if the employee is unfamiliar with it. The tour

should include introductions to any of the University's staff that the employee will regularly encounter in the course of the employee's work.

## **Article 12 Seniority**

- 12:01** Seniority is defined as an employee's accumulated regular hours worked 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 and the number of seniority hours. 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;
  - (c) Any leave as contemplated in Article 20;
  - (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 up to two (2) years.



- 12:04** Seniority is retained but does not accrue if any employee:
- (a) Is temporarily laid off;
  - (b) Is on a recall list; or
  - (c) Is on long term disability for a period greater than two (2) years.
- 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 **their** seniority in the following circumstances:
- (a) If the employee is discharged for just cause and is not reinstated;
  - (b) If the employee resigns voluntarily;
  - (c) If the employee is laid off for a period in excess of twelve (12) months;
  - (d) If the employee fails to communicate with the Employer or report to work as required in Article 14:04 (Lay Off and Recall);
  - (e) If the employee fails to report for duty as arranged after an authorized absence without an explanation satisfactory to the Employer. This is deemed to be a termination for just cause; or
  - (f) If the employee is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

### **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 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 **their** former position or the Employer after consultation with the employee has determined that the employee is unable to perform the duties, **they** shall be returned to **their** 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 **their** 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 **their** consent. Transferred employees shall have a training and/or trial period of thirty (30) working days from the date of transfer. Employees transferred to another position shall have the right to return to **their** former position within thirty (30) days, and any other employees affected by the transfer shall be returned to **their** 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.

- 13:07** Where a job vacancy occurs or a new job is created within MGEU Local 153 and the vacancy is not filled by a member of that unit, members of MGEU Local 433 will be given first consideration when filling the vacancy.

#### **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 thirty (30) 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 the employee's current address. The employee shall return to work within five (5) working days from the time that the employee receives notice of recall unless, on reasonable grounds, the employee is unable to do so. "Reasonable Grounds" shall include the need to provide a current employer with up to two (2) weeks' notice of termination.
- 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 Article 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 the employee shall receive two (2) weeks' notice or pay in lieu thereof. If the layoff is at the end of the employee's 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 the employee is a danger to the employee, others or the Employer's property. The employee shall have the right to be accompanied by a Union representative, shop steward or co-employee of the employee's choice and shall be given sufficient notice of the meeting so that the employee may arrange for the Union representative, local union executive, shop steward or co-employee to be present. Failure to conform with the requirements of this Article 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.
- 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 **their** record. The record of any disciplinary action shall not be referred to or used against **them** at any time after thirty-six (36) months following such action.
- 15:05** Demotion shall not be used as a disciplinary measure.
- 15:06** **Burden of Proof**  
In the case of discipline or discharge, the burden of proof of just cause shall rest with the Employer.
- 15:07** An employee shall have the right to have a co-employee of **their** 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 **they** wish.
- 15:08** An employee shall have the right to, at any time, have access to and review **their** 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 **their** 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.
- 15:09** Copies of any disciplinary documents shall be provided to the Union office.
- 15:10** An employee may terminate **their** employment with the Employer by providing the Employer with written notice commensurate with **their** period of employment:

- (a) If **they have** been employed less than one (1) year, the resigning employee must provide the Employer with one (1) weeks' notice; and
- (b) If **they have** been employed for more than one (1) year, the resigning employee must provide the Employer with two (2) weeks' 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.

- 15:11** 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.

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

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

New Year's Day	Terry Fox Day
Louis Riel Day	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. Where any of the above-noted holidays falls on a Saturday or Sunday, the following workday shall be deemed to be a holiday for the purpose of this Agreement.

- 16:02** Part-time, contract and casual employees shall receive five percent (5%) of the employee's total wages for the four (4) week period immediately preceding the 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 (four percent [4%]).
- (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 (six percent [6%]).
- (c) During the fifth and following years of employment, one point six seven (1.67) days per month or four (4) weeks in total (eight percent [8%]).
- (d) In the fifteenth year, an employee is entitled to six (6) weeks' vacation in total (twelve percent [12%]).
- (e) In the twentieth year and every fifth year thereafter, an employee is entitled to one (1) additional weeks' vacation in that year (two percent [2%]).
- (f) For the purposes of this Article the vacation year begins April 1 and ends March 31.

### **17:02    Vacation Pay**

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

**17:03 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.

**17:04 Unbroken Vacation Schedules**

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

**17:05 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.

**17:06** Where a holiday falls within a vacation period of an employee, the employee shall receive an additional day's vacation.

**17:07** Vacation pay as per Article 17:01 shall be paid in each biweekly pay period. Employees will be entitled to schedule equivalent unpaid vacation time if desired.

## **Article 18 Job Descriptions and Job Classifications**

**18:01** Job descriptions will be prepared, maintained and amended from time to time by the Employer in consultation with the Union, and up-to-date job descriptions shall be provided to the Union upon request. Existing classifications shall not be eliminated or changed without prior notification to the Union. Job descriptions shall be appended to this Agreement for informational purposes only.



- 18:02** When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Union shall be notified and within thirty (30) days the parties shall commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit or any dispute as to rate of pay may be referred to the grievance and arbitration process for determination. The application of this Article shall not be deemed to constitute the reopening of this Agreement.
- 18:03** 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 the employee 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 the employee's regular job.

### **Article 19 Sick Leave**

- 19:01** The Employee shall be entitled to 0.07 hours of leave with pay per hour of paid 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 for health reasons may be required to produce a medical 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 Leaves of Absence**

### **20:01 Maternity Leave**

(a) Every employee:

- (i) Who has completed seven (7) consecutive months of employment;
- (ii) 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
- (iii) 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:

- (iv) A period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause **(iii)**; or
  - (v) 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 (iii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (b) Maternity leave granted to an employee under Article 20:01(a) shall commence not earlier than twelve (12) weeks preceding the date specified in the certificate mentioned in Article 20:01(a)(iii) and shall

terminate not later than seventeen (17) weeks following the actual date of delivery.

- (c) An employee who does not submit an application for maternity leave in accordance with Article 20:01(a)(ii), but who except for the non-compliance with that clause would have been eligible for maternity leave provided in Article 20:01(a), is entitled to and shall be granted leave consisting of:
  - (i) 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:
    - (A) Was incapable of performing the normal duties of her employment, or
    - (B) 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
  - (ii) Such further period that when added to the leave granted under Article 20:01(c)(i) will not exceed the amount of maternity leave to which a female employee is entitled under Article 20:01(a).
- (d) Notwithstanding that an employee does not apply for maternity leave under Article 20:01(a) or (c), 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 Article 20:01(a).
- (e) Notwithstanding anything contained in Articles 20:01(c) and (d), 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.

- (f) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this Article shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- (g) For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this Article, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.
- (h) The Employer shall not dismiss or layoff an employee solely because she is pregnant or has applied for leave in accordance with this section.
- (i) In the event of amendments to *The Employment Standards Code* prescribing more favourable benefits or conditions than set forth herein, this Article shall be deemed to be amended to reflect those amendments.
- (j) **An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of their accumulated sick leave against the Employment Insurance waiting period. An employee who has been granted maternity leave shall be permitted to apply up to an additional five (5) days of their accumulated sick leave in the week after Employment Insurance maternity benefits are paid or an additional five (5) days of their accumulated sick leave in the week after Employment Insurance parental benefits cease, but shall not be payable beyond the eighty-sixth (86<sup>th</sup>) week of leave.**
- (k)
  - (i) She will return to work and remain in the employ of the UWSA for at least seventeen (17) weeks following her return to work, and
  - (ii) 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.

- (l) 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**

- (a) Every employee:
- (i) Who has completed seven (7) consecutive months of employment;
  - (ii) Who becomes the adoptive parent of a child;
  - (iii) 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**

- (a) Every employee:
- (i) Who,
    - (A) Becomes the natural parent of a child or assumes actual care and custody of the newborn child; or
    - (B) Adopts a child under the law of a province; and
  - (ii) Who completes seven (7) consecutive months of employment for or with the Employer; and
  - (iii) 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.

- (b) Subject to Article 20:03(c), 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.
- (c) 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.
- (d) Where an application for parental leave is not made in accordance with Article 20:03(a)(iii), the employee is nonetheless entitled to, and upon application to the Employer shall be granted parental leave under that Article for the portion of the leave period that remains at the time the application is made.
- (e) All relevant provisions outlined under maternity leave shall also apply to parental leave.

**20:04 Bereavement Leave**

An employee shall be granted three (3) scheduled consecutive working days leave without loss of pay, and two (2) additional days of unpaid leave in the case of the death 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. An employee may choose to use accumulated sick days or to make up equivalent hours for the two (2) unpaid 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**

- (a) 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:
  - (i) An employee must have completed at least **ninety (90)** days of employment as of the intended date of leave.
  - (ii) An employee who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
  - (iii) An employee may take no more than two (2) periods of leave, totalling no more than **twenty-eight (28)** weeks, which must end no later than **fifty-two (52)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week duration.
- (b) For an employee to be eligible for leave a physician who provides care to the family member must issue a certificate stating that:
  - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (A) The day the certificate is issued, or
    - (B) If the leave was begun before the certificate was issued, the day the leave begun; and
  - (ii) The family member requires the care or support of one (1) or more family members.
- (c) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (d) A family member for the purpose of this Article shall be defined as:
  - (i) A spouse or common-law partner of the employee;

- (ii) A child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) A parent of the employee or a parent of the employee's spouse or common-law partner;
  - (iv) Any other person described as family in the applicable regulations of the Employment Standards Code.
- (e) An employee may end their compassionate leave earlier than **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this Article, 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.
- (f) Seniority shall accrue as per Article 12.
- (g) 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.
- (h) 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 20:04.

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

The Employer shall grant leave of absence with pay up to a maximum of ten (10) consecutive days, and without pay for any further days absent 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 and operational need permit. 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 without pay to process **their** Canadian citizenship application. An employee can use sick days to maintain pay schedules, or make up equivalent hours after the scheduled shift(s) was missed.

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

- (a) An employee may write examinations, register for courses and complete other administrative functions associated with educational courses during working hours on approval of the General Manager.
- (b) The employee will request in writing to the Employer as soon as reasonably possible dates the employee wishes to be absent from work for educational reasons.

**20:10 Domestic Violence Leave**

**The Employer agrees to recognize that employees sometimes face situations of violence and abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree once there is verification confirmed by a written note by a recognized professional (i.e. doctor, lawyer, registered counselor, intake worker from a shelter or other crisis worker etc.), an employee who is in an abusive or violent situation shall not be**

subject to discipline if the absence or performance may be linked to the abusive or violent situation.

- (a) An employee who is a victim of domestic violence and has been employed for at least ninety (90) days is entitled to both the following domestic violence leaves in each fifty-two (52) week period:
  - (i) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
  - (ii) Leave of up to seventeen (17) weeks to be taken in one continuous period.
- (b) An employee may take a domestic violence leave only for one (1) or more of the following purposes:
  - (i) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;
  - (ii) To obtain services from a victim services organization;
  - (iii) To obtain psychological or other professional counselling;
  - (iv) To relocate temporarily or permanently;
  - (v) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
  - (vi) Any other prescribed purpose.
- (c) Subject to section (d), leave taken under this Article is unpaid leave.
- (d) An employee shall be granted up to five (5) paid days of leave in a fifty-two (52) week period as paid leave, provided that when giving

notice under section (f) the employee notified the Employer which days, if any, are to be paid leave.

- (e) The amount the Employer must pay an employee for a paid day of leave under this Article must not be less than the wage the employee would have been paid had the employee worked their regular hours of work on the day of leave; or five percent (5%) of the employee's total wages, excluding overtime, for the four-week period immediately preceding the day of leave if:
  - (i) The number of hours worked by the employee in a normal workday varies from day to day, or
  - (ii) The employee's wages for regular hours of work varies from day to day.
- (f) An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the Employer.

#### **Article 21 Additional Hours**

**21:01** When additional hours are available, the Employer will offer those hours in writing and assign the additional hours to all interested employees based on seniority.

**21:02** Subject to Article 21:01, such additional hours shall be allocated as per seniority amongst those employees who have requested additional hours.

#### **Article 22 Hours of Work**

**22:01** The hours of work shall be seven and one-half (7½) hours per day, Monday to Friday, with a total of thirty-seven and one-half (37½) hours for the week, and shall include breaks referred to in Article 22:02.

**22:02** Employees shall be entitled to one (1) fifteen (15) minute paid break for each four (4) hour period worked. For five (5) hours worked, employees shall be

entitled to one (1) additional fifteen (15) minute unpaid break, to be taken consecutively as one thirty (30) minute break. Employees working seven (7) or more hours shall be entitled to two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid break.

**22:03** An employee shall not claim pay for any time worked at home without prior written authorization from the General Manager.

**22:04** **Flex Time**

Coordinators may vary hours worked. Daily overtime will not apply if the employee chooses to work more than the normal daily hours of work.

Overtime will apply if the Employer requires the employee to work in excess of the daily or weekly hours of work.

**Article 23 Overtime and Premium Pay**

**23:01** Overtime work must be authorized in advance in writing by the Employer.

**23:02** When overtime is required, it shall first be offered to the employee who normally performs the work. If that employee is unable to work the overtime, it shall be offered to the other qualified employees in the bargaining unit, starting with the most senior qualified employee and in declining order of seniority following that. If the overtime work cannot be filled with volunteer employees, the work shall be assigned starting with the most junior qualified employee in the bargaining unit.

**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 (1½x) 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 Article.

- 23:04** Work on holidays 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 Article.
- 23:05** Employees shall be compensated at the rate of time and one-half (1½x) for all hours worked in excess of thirty-seven and one-half (37 ½) hours for the period Monday through Friday, time and one-half (1 ½x) for all hours worked in excess of seven and one-half (7 ½) hours, Monday through Friday, time and one-half (1 ½x) for all hours worked on Saturdays and Sundays, and double time (2x) on holidays.

## **Article 24 Payment of Wages and Allowances**

**24:01** **Pay Days**

The Employer shall pay salaries and wages biweekly at the rate stated in the Salary Schedule 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 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 **themselves** to perform **their** duties, including: all course fees, books and instruments, any travel, childcare, if applicable; food and accommodation if the employee must be away from **their** 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, **they** shall be given the reason in writing.

**24:03** 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** The Employer will provide access to the UWSA Greenshield student health plan at applicable rates. This benefit will be at the cost of the employee.

**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** A representative of the Local may participate on the UWSA Workplace Health and Wellness 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 Union during the twelve (12) months following signing of the Agreement.
- 26:04** The Bike Lab will have a minimum of one (1) employee and one (1) additional person during all hours of operation. Coordinators will determine how many persons are required for safe programming outside the facility.

### **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. The Union will reimburse the Employer for the salary and benefits accruing to the employee during **their** leave of absence and for any other extra cost incurred by the Employer.
- 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 **their** 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 if there has been a change to reporting lines for bargaining unit members, the Employer will provide an organizational chart which outlines any such change.

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 the employee's 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.

### **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 More than one position**

- 33:01** Part-time employees shall be eligible to apply for and occupy more than one (1) part-time position with the Employer. It is understood that at no time will the arrangement result in additional cost to the Employer. Where it is determined that it is not feasible for the employee to work in more than one (1) position, the employee will have the option of assuming the position applied for and relinquishing their former position.
- 33:02** At no time shall the sum of the positions occupied exceed the equivalent of one (1) EFT, however, it is recognized that daily hours of work may be exceeded, by mutual agreement between the Employer, the employee and the Union.
- 33:03** Where the sum of the positions occupied equals one (1) EFT, the status of the employee will continue to be part-time, (i.e. status will not be converted to full-time).
- 33:04** All accrued employee benefits (i.e. vacation, sick leave), shall be maintained and utilized on the basis of the total of all active positions occupied.
- 33:05** Requests for scheduling of vacation, paid or unpaid leaves of absence, etc. shall be submitted to each individual supervisor/manager, and will be considered independently, based on the operational requirements of that area.
- 33:06** Employees taking on an additional position will be subject to a three (3) month trial period in that position. If, during the trial period, the applicant is found by the Employer to be unsatisfactory in **their** new position, **they** shall relinquish that position.
- 33:07** Where an approved arrangement is later found to be unworkable, the affected employee will be required to relinquish one (1) of the positions occupied.

### **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, 2024** 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 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 **the start date of the Agreement** to all current employees.

### **Article 35 Respectful Workplace**

- 35:01** The Employer will provide a copy of the University of Winnipeg Respectful Working and Learning Environment Policy to each employee.

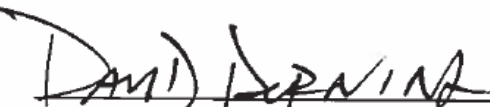
IN WITNESS WHEREOF representatives of the University of Winnipeg Students' Association Inc. have hereunto set their hand for, and on behalf of University of Winnipeg Students' Association Inc., and representatives of Manitoba Government and General Employees' Union have hereunto set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 15 day of MAY, 2019.


  
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.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Increase in EFT**

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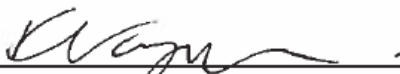
Notwithstanding Article 13, the EFT of a part-time employee may be increased in accordance with the following process.

The parties agree that it may be of mutual benefit to the employees and the Employer to allow part-time employees, who request to do so, to increase their EFT.

- (a) Requests to permanently increase EFTs shall be made in writing by part-time employees at a date determined by the Employer. The employee shall indicate the maximum EFT to which they wish to increase. Subject to (i) the Employer will at least once annually provide the opportunity for part-time employees to submit a request in writing for consideration to increase their EFT.
- (b) An employee may increase **their** EFT up to a 1.0 EFT.
- (c) In considering requests, the Employer in consultation with the Union shall consider such factors as current EFTs, shift assignments, shift schedules, the department/program(s) needs and the requirements of Article 22. If the requests by employees within a department/program exceed the availability within that department/program as determined by the Employer, the Employer shall offer in order of seniority. The final determination shall be made no later than sixty (60) days after receipt of all written requests as outlined in (a).

- (d) A part-time employee shall not be permitted to increase **their** EFT while other employees are on layoff from that department/program unless such laid off employees have been recalled or have declined recall.
- (e) Where any request to change EFT has been approved, the Employer shall issue a letter to the employee confirming the employee's new EFT in accordance with this Collective Agreement along with an effective date.
- (f) Copies of all requests and responses to requests to adjust EFT shall be provided to the Union.
- (g) Any changes to shift patterns as a result of changing EFTs shall be done in accordance with the provisions of Article 22 and any pre-approved vacation will be honoured in the new schedule unless otherwise mutually agreed between the Employer and the employee.
- (h) The Employer is not prevented from exercising any of its normal management rights as a result of this Memorandum of Agreement including, without limitation, the right to post vacant positions.
- (i) For the duration of this Collective Agreement, the Employer and the Union shall meet on or before May 31 annually to determine if they wish to repeat the EFT adjustment process in the following year. There must be mutual agreement to repeat this process.

Signed this 15 day of May 2019.

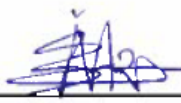
  
On behalf of University of Winnipeg  
Students' Association Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

  
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Students' Association Inc.

  
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## Salary Schedule

Effective April 1, 2019 - 2% increase

Title	Year 1	Year 2	Year 3
Department Assistant*	\$17.09	\$17.34	\$17.60
Service Coordinator	\$15.15	\$15.40	\$15.66

\*former Supervisory Coordinator rate of pay will be maintained and green circled for the present incumbents only.

Effective April 1, 2020 - 2% increase

Title	Year 1	Year 2	Year 3
Department Assistant*	\$17.43	\$17.69	\$17.95
Service Coordinator	\$15.45	\$15.71	\$15.97

\*former Supervisory Coordinator rate of pay will be maintained and green circled for the present incumbents only.

Effective April 1, 2021 - 2% increase

Title	Year 1	Year 2	Year 3
Department Assistant*	\$17.78	\$18.04	\$18.31
Service Coordinator	\$15.76	\$16.02	\$16.29

\*former Supervisory Coordinator rate of pay will be maintained and green circled for the present incumbents only.

Effective April 1, 2022 - 2% increase

Title	Year 1	Year 2	Year 3
Department Assistant*	\$18.14	\$18.40	\$18.68
Service Coordinator	\$16.08	\$16.34	\$16.62

\*former Supervisory Coordinator rate of pay will be maintained and green circled for the present incumbents only.

Effective April 1, 2023 - 2% increase


Title	Year 1	Year 2	Year 3
Department Assistant*	\$18.50	\$18.77	\$19.05
Service Coordinator	\$16.40	\$16.67	\$16.95

\*former Supervisory Coordinator rate of pay will be maintained and green circled for the present incumbents only.



**Appendix “A” – Working Alone/In Isolation Policy**

The following Working Alone/In Isolation Policy is appended to this Collective Agreement for informational purposes only.

	<b>THE UNIVERSITY OF WINNIPEG</b>	<b>POLICY: VP HRAS #/Working Alone/In Isolation</b> <b>PROCEDURES:</b> <b>APPENDIX:</b>
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## **WORKING ALONE / IN ISOLATION POLICY**

**AUTHORITY:** University Administration

**RESPONSIBILITY:** Vice President, Human Resources, Audit and Sustainability

**Effective Date:** October 30, 2015

### **Purpose:**

The purpose of this Policy is to provide a safe environment for any employee working alone or working in isolation at the University to meet the requirements of Manitoba Workplace Safety and Health Legislation.

### **Scope:**

This Policy and its accompanying Procedures apply to all University of Winnipeg employees, contractors and their employees, who are working on University of Winnipeg property, owned or leased.

### **Responsibility:**

The Vice President (Human Resources Audit and Sustainability), on behalf of The Administration of the University, is responsible for the development, administration and review of this Policy and its Procedures.

### **Definitions:**

“**Supervisor**” means: a person who has charge of a workplace or authority over a worker. In the case of the University this would include but not be limited to: Department Head, Director, Manager or supervisor responsible and which may include faculty in charge of classroom or laboratory settings.

“**Working Alone**” the performance of any work function by a worker who is on their own and where they are not expected to be checked on regularly or have direct contact with another employee or their Supervisor.


“**Working in Isolation**” working in circumstances where assistance is not readily available in the event of injury, ill health or emergency.

**Approved:**

**Revised:** September 10, 2013

**Cross Reference:**

Safety and Health Policy

 <p>THE UNIVERSITY OF WINNIPEG</p>	<p><b>POLICY: VP HRAS #/Working Alone/In Isolation</b> PROCEDURES: APPENDIX:</p>
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### **Principles:**

The University strives to provide a safe work environment for all employees, and contractors.

The University recognizes that working alone or in isolation is often a necessary component of working on campus, and that working alone/in isolation may present additional risk factors.

The University acknowledges its responsibility under Manitoba Regulation, Part 9, of the Workplace Safety and Health Act, to ensure, as far as is reasonably practicable, the safety, health and welfare of any individual working alone or working in isolation at the University.

All Supervisors and individuals working in a supervisory capacity at the University are responsible to be aware of this Policy and its Procedures, and to ensure so far as is reasonably practicable that they are complied with.

All persons working or who intend to be working on University property are responsible to:

- (i) inform their Supervisor of any intent to work alone or in isolation,
- (ii) follow safe work procedures, and
- (iii) comply with this Policy and its Procedures.

### **Procedures:**

The University has established procedures to give effect to this Policy, including the completion of a risk assessment and a working alone/in isolation plan, as may be appropriate under specific circumstances.

### **Review:**

This Policy and its Procedures shall be reviewed at least once every 5 years or more frequently as may be required by legislation.

### **Approved:**

**Revised:** September 10, 2013

### **Cross Reference:**

Safety and Health Policy