

COLLECTIVE AGREEMENT

between

**THE BOARD OF REGENTS,
THE UNIVERSITY OF WINNIPEG**

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA
(ACADEMIC CAPACITY UNIT)**

JANUARY 28, 2018 TO MARCH 31, 2023

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APPENDICES	21	
APPENDIX A	WAGE RATES	23
APPENDIX B	CLASSIFICATION SERIES	24
LETTERS OF AGREEMENT.....		27

PSAC: The Public Service Alliance of Canada.

Union: The Public Service Alliance of Canada or its Local 55600, representing employees of the University who are members of the bargaining unit.

University: The University of Winnipeg.

Variable Work: Work

- 5.3 The Employer has a responsibility to provide a workplace and learning environment that is free of harassment on grounds that are prohibited by *The Human Rights Code*, the *Workplace Safety and Health Act*, as amended from time to time, **and Clause 5.1**. The Parties undertake to ensure that no form of harassment or abuse of authority is tolerated in the workplace.
- 5.4 **The parties acknowledge that the Employer has a duty to make reasonable accommodation and the Union has an obligation to assist in that accommodation, consistent with the The Manitoba Human Rights Code.**
- 5.5 **Employees have a duty not to harass or discriminate as defined in legislation and in**

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

7.1.2

In addition to the information provided under Clauses 7.1.1, by October 31st each year, the Employer shall provide the Union with the total number of hours worked in this2

Meetings

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

Minutes

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

ARTICLE 9: REPRESENTATION ON UNIVERSITY BODIES

9.1 Any member of the Union, including the President and Vice-President, has the right to attend, as a non

ARTICLE 13: POSTING PROCESS AND APPLICATIONS

13.1 Postings

13.1.1 Appointments in this Bargaining Unit are normally available to qualified student applicants who shall be appointed by the Hiring Unit.

13.1.2 Vacancies

recruitment system. Hiring Units shall also post a consolidated list of vacant positions on their available bulletin boards. The applications shall be kept on file for the Academic Year.

Positions shall be posted as follows:

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

13.1.3 Hiring Units shall make every reasonable effort to post positions prior to the Academic Term(s) for which they are needed, based on a projection of courses to be offered and on an estimate of the number of positions available. Course-related positions are considered tentative, pending final determination of course offerings, as determined by the Employer.

13.1.4 All postings shall include: date of posting, identification of the Hiring Unit, **job title, course title and number** (where applicable), estimate of the number of positions available, **reasonable estimated range of** hours of work per appointment, length of appointment, hourly rate, qualifications, summary of required duties, application deadline and procedure, indication that it is a unionized position and the bargaining agent is PSAC, and the

13.1.5 All postings shall be made available to the Union within two (2) Working Days from the date

13.2 Exceptions to Posting

13.2.1 **Subject to Clause 13.2.2**, the Employer may directly fill positions in the following circumstances:

- (a) In the event a posted position does not attract sufficient qualified applicants; or
- (b) **Appointments of eight (8) hours or less; or**
- (c) In the event of a sudden departure of the incumbent for reasons such as serious illness or resignation; or
- (d) In the case of the appointment of a tutor for an individual student requiring specialized, immediate assistance as determined by the Hiring Unit; or
- (e) In the event additional positions in the same classification become available in the same academic term in either
 - i) The same course, for course related positions; or
 - ii) The same Hiring Unit, for non-course related positions.

13.2.2 **For the purposes of Clauses 13.2.1 (c) and (e), the Employer may directly fill positions from applications kept on file where possible, and in accordance with the preferences outlined in Clause 14.1.2.**

13.2.3 **In the event that Employees directly appointed into their position according to the provisions of Clause 13.2.1 (b) require a number of hours greater than eight (8), the position shall be posted according to Clause 13.1.**

18.5.2

The duration of the domestic violence leave shall be no less than:

a) For Employees who have worked for the Employer for at least ninety (90) days, this leave may be accessed in one or both of the following manners, whichever meets the individual needs of the Employee:

- i. Up to ten (10) days in consecutive or intermittent days in a fifty-two (52) week period, as needed by the Employee;**
- ii. Up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period.**

b) Employees are entitled to up to five (5) paid days by domestic violence leave in a fifty-two (52) week period. Hourly Employees are entitled to be paid at least five (5%) percent of their total regular wages, excluding overtime, in the four1(d)11(iBT Tm0 g0 i50 g

Safety Equipment

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

Unsafe Work

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

ARTICLE 23: DISCIPLINE AND DISMISSAL

- 23.1 No Employee shall be disciplined or dismissed except for just and sufficient cause. The disciplinary action taken shall be just and appropriate for the offence. The Employer recognizes that an oral reprimand or a written warning should precede suspension without pay or dismissal, except in the case of gross neglect of duty, position abandonment, or gross misconduct. The Parties agree that disciplinary action is based on the principles of progressive discipline, however it is understood that steps in the discipline process may be bypassed based on the seriousness of the offence.
- 23.2 The Employer has the right to suspend an Employee on a Fixed Work schedule with pay where the Employer deems it necessary to conduct a thorough and objective investigation of any matter that may lead to suspension without pay or dismissal, or to protect the safety, security or academic integrity of the University. The Employer shall notify the Union of such suspensions with pay. The Parties agree that any such suspension with pay does not constitute discipline.
- 23.3 Prior to the imposition of discipline, the Employee shall have the opportunity to meet with the Employer. The Employee shall have the right to Union representation at this meeting(s), and the Employer shall advise the Employee of that right. The Employee shall be provided with reasonable advance notice of the meeting and be provided with reasonable time to secure Union representation.
- 23.4 An Employee who is disciplined shall be notified in writing of the nature of the disciplinary action and the reason(s) for the disciplinary action. A copy of the written notification shall be placed in the Employee's personnel file. A copy of the discipline shall be provided to the Union within two (2) Working Days.

Records of Discipline to be Removed

- 23.5 (2) subsequent terms of employment, excluding the term in which the disciplinary letter was issued, or a twelve (12) month period, whichever is shorter, from the date of the letter and provided that no further discipline has been recorded within the period noted above. two

ARTICLE 24: GRIEVANCE PROCEDURE AND ARBITRATION

Grievance

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

- a) Individual Grievance: The complaint of an individual Employee;
- b) Group Grievance: The complaint of two or more Employees having the same dispute against the Employer; and
- c) Policy Grievance: The complaint of the Union or the Employer which may involve a question of general application or interpretation of the Agreement.

24.2 Unless otherwise specified in this Article, written communications delivered to the Employer shall be sent to the Chief Human Resources Officer. Written communications to the Union shall be sent to the Regional Representative of the Union.

Grievor

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

Grievance Procedures

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

Union Grievance

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

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

Grievance Steps

24.7 **Step I**

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

Step II

- a) If the Step I meeting and response does not resolve the grievance, the Union may submit the grievance to the applicable Vice-President, with a copy to Human Resources, within ten (10) Working Days of receipt of the Step I response.
- b)

24.8

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

24.9

The Employer shall attempt to schedule grievance meetings with an Employee at times that do not interfere with their employment duties. Where this is not possible, they shall be permitted the required 0 Tf1 0 3a4(e)-18(r)11(e)6(q)-1le grievance meetingnce meeo Woetinmf g0 0ecq0m

- 26.2 The Employer will give the Union written notice of at least ninety (90) days prior to the introduction of technological change, except where this is not possible due to unforeseen or emergency circumstances, in which case the Union will be given as much notice as possible.
- 26.3 The notice will provide information regarding the nature of the technological change, the approximate number and type of Employees likely to be affected, and the expected date of implementation of the change.
- 26.4 During the notice period, the Parties shall hold meaningful consultations on the implications

THE COLLECTIVE AGREEMENT

SIGNED AT WINNIPEG

This _____ day of the month of _____, 2019

For the UNIVERSITY OF WINNIPEG

**For the PUBLIC SERVICE ALLIANCE OF
CANADA**

Annette Trimbee, President

**Marianne Hladun, Regional Executive Vice-
President, Prairies**

Marni Yasumatsu, Chief Negotiator

Mathieu Brûlé, Negotiator

Hugh Grant

Amelia Duncan

Erin McCarthy

Henok Alemneh

Shelley Mangiacotti

Mathieu Godin

APPENDICES

Academic Capacity 2 (Teaching Assistants, Markers, Tutors)

Academic Capacity 2 are normally University of Winnipeg graduate, Honours, or upper-level undergraduate students assigned instructional support responsibilities requiring considerable skills and judgment. The positions differ from Academic Capacity 1 in that they perform duties with minimal guidance, are more involved in the development of instructional materials, and are expected to exercise discretion in applying evaluation criteria to students' work.

Representative Duties and Responsibilities (*intended to illustrate characteristics of this classification level; any one position may not perform all of the duties, or may be required to perform equivalent duties not listed below*):

In addition to duties of Academic Capacity 1:

- ◁ Assist in the development or update of tests and/or instructional materials, such as handouts, audio-visual materials, assignments, etc.
- ◁ Deliver portion(s) of a course, or lab sessions, including facilitating discussion of course materials, and present to students in a variety of settings, as directed by the Immediate Supervisor;
- ◁ Grade student work requiring interpretation of assessment criteria vis-à-vis student understanding e.g. projects, reports, essays, etc.;
- ◁ Meet with students individually or as a group to resolve course-related problems;
- ◁ May provide technical guidance to Academic Capacity 1;
- ◁ May be assigned duties requiring administrator access to the University's Learning Management system;
- ◁ Perform other related duties, e.g. participation in field trips.

Minimum Qualifications Required:

Education and Experience:

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

Skills and Abilities:

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

Physical Requirements:

- ◁ Capable of performing the assigned duties

LETTERS OF AGREEMENT

LETTER of AGREEMENT:

APPENDIX B EFFECTIVE DATE

LETTER OF AGREEMENT

BETWEEN

- and -

ACADEMIC CAPACITY UNIT

The parties agree that the new classification specifications (Appendix B) shall apply to positions posted after the date of ratification of this Agreement, and that no changes shall be made shashashashasha