

Collective Agreement

between

University of Winnipeg Students' Association Inc.

Local 153

and

Manitoba Government and General Employees' Union

April 1, 2022 to March 31, 2027

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*All changes appear in bold

This Agreement made this _____ day of _____, 2023

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-5857, which reads: All full-time administrative employees of the University of Winnipeg Students' Association Inc., in the City of Winnipeg, in the Province of Manitoba, except 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** “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. (UWSA).
- 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 (MGEU).

- 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 biweekly. 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 **they** 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.
- 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** “Employer 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** 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** In exercising its management rights and in the administration of this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

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.

Article 6 Union Security

- 6:01** All employees shall as a condition of employment maintain Union membership. All new employees 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 the filing of a grievance, the parties should try and resolve the matter through discussion within seven (7) days of the Union or the employee becoming aware of the incident giving rise to the grievance.

Any difference concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement shall be dealt within the following manner:

(a) Step 1

The employee concerned or the Union may submit a grievance in writing to the General Manager. The grievance shall 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 or seven (7) working days from the date of the discussion referred to above, whichever is later. The General Manager shall reply within seven (7) working days after the grievance is submitted. The General Manager shall hold a meeting with the parties on the matter prior to replying.

(b) Step 2

Failing satisfactory settlement at Step 1, the Union may submit the grievance to the Executive Committee within seven (7) working days of

receiving the decision at Step 1. The Executive Committee shall render a decision within seven (7) working days after receipt of the grievance. The Executive Committee shall hold a hearing 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.

(e) All grievances involving termination or suspension of an employee shall be filed at Step 2.

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 six (6) months from the date of hire. 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 full-time positions 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 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. The Employer shall provide a copy of the Seniority List to the Union by March 31 of each year.

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 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 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 (Layoff 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 in the bargaining unit, notice shall be posted within twenty (20) working days at appropriate locations including all bulletin boards for a minimum period of five (5) 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 **they are** 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 a three (3) month 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. By mutual agreement the training and/or trial period may be extended.
- 13:05** New employees shall not be hired into the bargaining unit 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 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.

- 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, subject to the conditions of the benefit plan.
- 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, full-time term employees may be laid off, prior to the expiration of their term. Where a full-time 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 themselves or others or the

Employer's property and then a meeting may be held offsite at a later time. The employee shall have the right to be accompanied by a Union representative or shop steward 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 or shop steward 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** 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 union representative or shop steward to be present at the interview.
- 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 his/her employment with the Employer by providing the Employer with two (2) weeks written 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.

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)
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. 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 workday 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) **their** 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 mutually agreeable.

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 following years of employment, an employee is entitled to five (5) weeks of vacation.
- (e) In the fifteenth year and following years of employment, an employee is entitled to six (6) weeks' vacation in total.
- (f) In the twentieth year and every fifth year thereafter, an employee is entitled to one (1) additional week of vacation in that year.

17:02 Vacation Not Cumulative

- (a) Where an employee is unable to schedule vacation within the vacation year, the employee may have vacation paid out or elect to carry over such vacation leave to the following year.
- (b) Employees 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.

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 **their** 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 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.

17:06 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 April 30 and September 1 or during the October or February reading break. Exceptions may be made however and in all cases vacation schedules must be approved by the Employer Committee.

17:07 Where, during **their** vacation, an employee is otherwise entitled to disability benefits, sick leave, or any other approved leave of absence, **they** shall be entitled to take **their** vacation with pay, or the part thereof which has been displaced, at another time or may elect to renounce **their** 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.

17:08 Where a holiday falls within a vacation period of an employee, the employee shall receive an additional day's vacation, to be taken at a time mutually agreeable.

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 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 for health reasons may be required to produce a medical certificate. An employee who is absent from the job for a period of fewer than three (3) consecutive days for health reasons may be required to produce a medical certificate where the Employer deems appropriate. 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

- (1) Every employee:
- (a) Who has completed seven (7) consecutive months of employment;
 - (b) Who submits to **their** Employer an application in writing for leave under this subsection at least four (4) weeks before the day specified by **them** in the application as the day on which **they** intend to commence such leave; and
 - (c) Who provides **their** Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** 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.
- (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 **their** delivery as certified by a duly qualified certified medical practitioner, if **they** provide **their** 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 **their** employment, or
 - (ii) Will be incapable of performing the normal duties of **their** employment by reason of a medical condition that is or was directly attributable to **their** 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), **they are** nevertheless entitled and shall be

granted leave for a period not exceeding the period of maternity leave to which **they are** 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 **their** delivery.
- (6) An employee who wishes to resume **their** employment on the expiration of leave granted to **them** in accordance with this section shall be reinstated by the Employer in the position occupied by **them** 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) The Employer shall not dismiss or layoff an employee solely because **they are** pregnant or **have** applied for leave in accordance with this section.
- (9) In the event of amendments to *The Employment Standards Code* prescribing more favourable benefits or conditions than set forth herein, this Section shall be deemed to be amended to reflect those amendments.
- (10) **In order to qualify for maternity benefits under “Plan A” or “Plan B”, an employee must:**
 - (a) **Meet the requirements for maternity leave under Article 20:01(1); and**
 - (b) **Provide evidence to the Employer that they have applied for an qualified for Employment Insurance Maternity Benefits.**

Maternity – “Plan A”

- (11) An employee who has been granted maternity leave, shall upon their request, be entitled to use up to five (5) days of their accumulated sick leave to be applied to the Employment Insurance waiting period for EI Maternity benefits.
- (12) An employee who has been granted maternity leave will also be permitted to apply an additional five (5) days of their accumulated sick leave:
 - (a) In the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits if the employee does not receive Employment Insurance Parental benefits; or
 - (b) In the week immediately following the discontinuation of payments of Employment Insurance Parental benefits, if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.
- (13) Should an employee not be required to serve any waiting period before the commencement of Employment Insurance Maternity benefits, the benefits under Article 20:01(10) will be paid in the week following the payment in Article 20:01(11).

Maternity – “Plan B”

- (14) An employee who has been granted maternity leave, shall upon their request, be entitled to a maternity allowance supplementary to Employment Insurance Maternity benefits as follows:
 - (a) The employee shall receive one hundred percent (100%) of their weekly rate of pay during the one (1) week EI maternity wait period;

- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between Employment Insurance Maternity benefits the employee is eligible to receive and one hundred percent (100%) of their weekly rate of pay;
- (c) For the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits, an employee shall receive one hundred percent (100%) of their weekly rate of pay provided the employee does not receive Employment Insurance Parental benefits immediately following the exhaustion of Employment Insurance Maternity benefits.

If the employee receives Employment Insurance Parental benefits immediately following the exhaustion of Employment Insurance Maternity benefits, the employee shall receive one hundred percent (100%) of their weekly rate of pay in the week immediately following the discontinuation of payments of Employment Insurance Parental benefits.

Should an employee not be required to serve a waiting period before the commencement of Employment Insurance Maternity benefits, the benefits under Article 20:01(13(a)) will be paid in the week following payment in Article 20:01(13(c)).

- (15) An applicant for maternity leave under “Plan B” must sign an agreement with the Employer providing that:
 - (a) They will return to work and remain in the employ of the UWSA on a full-time basis for the total period of time in which the Maternity “Plan B” benefits are paid, and
 - (b) Should they fail to return to work as provided above, due to reasons other than death, layoff, early termination due to lack of work or having become disabled as defined under the Long

Term Disability program, they are indebted to the UWSA an amount determined as follows:

Total Maternity Plan B benefits received × $\frac{\text{Remaining period to be worked per 20:03(11(a))}}{\text{Total period to be worked per 20:03(11(a))}}$

- (16) At the employee's request and subject to the agreement of the Employer, they may return to work on a part-time basis for a period of twelve (12) months.
- (17) **At the employee's request, RRSP contributions will be made by the Employer and employee during their period of maternity leave/parental leave as set out in Article 25:02. If the employee does not return to work, the amount paid by the Employer will be reimbursed by the employee in its entirety.**
- (18) **At the employee's request, the Employer will be provided a health benefits insurance plan during their period of maternity leave/parental leave as outlined in Article 25:01. If the employee does not return to work, the amount paid by the Employer will be reimbursed by the employee in its entirety.**

20:02 Adoption Leave

Every Employee:

- (a) Who has completed seven (7) 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. **Adoption leave must commence no later than eighteen (18) months after the date on which the child comes into the actual care and custody of the employee.**

If the employee elects to apply for Employment Insurance Parental benefits and elects to receive Employer paid top-up, they may defer the start of adoption leave to the cessation of parental leave.

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

20:03 Parental Leave

(1) Every employee:

- (a) Who becomes the natural parent of a child or assumes actual care and custody of the newborn child or adopts a child under the law of a province; and
- (b) Who completes seven (7) 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 **sixty-three (63)** weeks.

- (2) Subject to Section (3), parental leave must commence no later than **eighteen (18) months after** the 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 leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity 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) **The employee will return to work with the Employer upon the expiry date of their parental leave, unless the return to work date is modified by the approval of another form of leave.**
- (6) All relevant provisions outlined under maternity leave shall also apply to parental leave.

Parental Top-Up Benefits

- (7) **In order to qualify for parental benefits an employee must:**
 - (a) **Meet the requirements for parental leave under Article 20:03(1); and**
 - (b) **Provide evidence to the Employer that they have applied for and qualified for Employment Insurance Parental Benefits.**
- (8) **An employee who qualifies for parental top-up shall be entitled to one of the following:**

One (1) Week EI Parental Wait Period Served

- (a) **For the one (1) week wait period served, the employee shall receive one-hundred percent (100%) of their weekly rate of pay; and**
- (b) **Up to a maximum thirty-five (35) weeks, the employee shall receive payments equivalent to the difference between one-hundred percent (100%) of their weekly rate of pay and the greater of:**

- i. Weekly EI Standard Parental Benefits the employee is eligible to receive; or
 - ii. Weekly EI Parental Benefits paid; and
- (c) One-hundred percent (100%) of their weekly rate of pay in the week following the termination of EI Parental Benefits.

No EI Parental Wait Period Served

- (d) Up to a maximum of thirty-five (35) weeks, the employee shall receive payments equivalent to the difference between one hundred percent (100%) of their weekly rate of pay and the greater of:
- i. Weekly EI Standard Parental Benefits the employee is eligible to receive; or
 - ii. Weekly EI Parental Benefits paid.
- (e) One hundred percent (100%) of their weekly rate of pay in the two (2) weeks following termination of IE Parental Benefits.
- (9) An applicant for Parental top-up benefits must sign an agreement with the Employer providing that:
- (a) They will return to work and remain in the employ of the UWSA on a full-time basis for the total period of time in which the parental top-up benefits are paid; and
 - (b) Should they fail to return to work as provided above due to reasons other than death, layoff, early termination due to lack of work or having become disabled as defined under the Long Term Disability program, the employee will be indebted to the UWSA for an amount determined as follows:
- Total top-up received x Remaining period to be worked (per 20:03(9)(a)).

Total period to be worked (per 20:03(9)(a)(10) at the employee's request and subject to the agreement of the Employer, the employee may return to work on a part-time basis for a period of twelve (12) months.

(10) In the event both parents are employees of the UWSA, an apply for parental top-up, the parental top-up benefits can be shared with the employees, but shall not exceed a combined total of thirty-seven (37) weeks.

20:04 Leave for the Birth of a Child

An employee shall be granted up to two (2) days' leave of absence with pay to attend to needs directly related to the birth of their child. At the employee's option, such leave shall be granted starting on the day of, or the day following the birth of their child, or their partner's admission to or discharge from the hospital.

20:05 Family Responsibility Leave

The Employer recognizes that from time to time employees may be required to absent themselves from work because of family responsibilities, including but not limited to family and household emergencies and therefore agrees to allow employees to take sick leave without prior authorization in each fiscal year to attend to family matters.

- (a) Employees should notify the Employer at the earliest opportunity.
- (b) The maximum amount of family leave an employee may take in a fiscal year is thirty seven and one-half (37 ½) hours.
- (c) For the purposes of family leave, the family is defined as father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, spouse, fiancé(e), child or ward of the employee, step-child, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, or relative permanently residing at the employee's household or with whom the employee is permanently residing.

20:06 Bereavement Leave

An employee shall be granted five (5) scheduled consecutive working days leave without loss of pay in the case of the death of a parent, step-parent, spouse, common-law partner, brother, step-brother, sister, step-sister, child, step-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.

20:07 Compassionate Care Leave

- (1) An employee shall receive Compassionate Care Leave with 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 **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.
- (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 **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 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. **The allowance paid for the compassionate care leave shall be the difference between EI benefits and one hundred percent (100%) of full pay for the period of the leave.**

Should they fail to return to work for a period of at least three (3) months as provided above, due to reason other than death, layoff, early termination due to lack of work they are indebted to the

UWSA for the full amount of pay received from the Employer as compassionate care leave allowance during their entire period of compassionate care leave.

- (6) Seniority shall accrue as per Article 12.
- (7) Subject to the provisions of Article 19 an employee may apply to utilize income protection **of up to five (5) days** to cover **all or** part of the **one (1)** week Employment Insurance waiting period. **An employee may also apply to utilize up to an additional five (5) days of income protection in the week immediately following the discontinuation of payments of Employment Insurance Compassionate Care benefits.**
- (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.

20:08 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.

20:09 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.

20:10 Citizenship Leave

An employee shall be allowed the necessary time off with pay to process **their** Canadian citizenship application.

20:11 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 Executive Committee/Board Directors.
- (b) Employees' wages, benefits and/or seniority will not be affected by the time out of the office due to the activities set out in Article 20:11(a) provided the employee makes up the time in its entirety. The employee, at the employee's discretion, may utilize vacation, bank time or overtime to make up the time.
- (c) 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.

20:12 The Employer agrees that all employees shall receive time off, without loss of pay or benefits, during the December University closure, which will be determined in each year by the University, but which will generally run from late December to the first week of January. Employees will have the option to utilize vacation from December 18 to the University closure date.

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 and one-half ($7\frac{1}{2}$) hours per day, Monday to Friday, with a total of thirty-seven and one-half ($37\frac{1}{2}$) hours for the week, including breaks referred to in Article 22:02. The normal start time for employees is 9:00 a.m., unless the Employer agrees otherwise. Such agreement will not be unreasonably withheld.

Employees may flex their time with the consent of the Employer. For example, if an employee works late one day they may come in later another day. Such flex time must be approved in advance and taken within the same pay period.

22:02 There shall be a paid meal period of thirty (30) minutes. There shall be two (2) paid rest periods of fifteen (15) consecutive minutes each. Employees may extend their meal period by an additional thirty (30) minutes, subject to operational requirements, in the Employer's discretion, where that time is made up at the end of the day. 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 ($1\frac{1}{2}x$) as a basic rate for all such work performed within the required period of notice.

22:03 Notwithstanding the above Articles, employees in the position of Events Manager may be required to work hours other than as specified above but in any event the normal hours of work shall not exceed thirty-seven and one-half ($37\frac{1}{2}$) 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 **Employees shall be permitted to work from home with authorization a maximum of two (2) days per week provided operational needs and services to students are maintained. Work from home arrangements**

must be authorized in advance. Authorization shall not be unreasonably denied.

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 ($1\frac{1}{2}x$) 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 Article.
- 23:04** Work on 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 Article.

Article 24 Payment of Wages and Allowances

24:01 Pay Days

The Employer shall pay salaries and wages biweekly 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 payment 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 **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.

24:04 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 The Employer will provide a health benefits insurance plan for all non-probationary employees. The coverage shall include extended health, dental and life insurance:

- (a) Extended health will include ambulance semi-private hospital, travel insurance and eighty percent (80%) unlimited drug coverage with a pay direct card.
- (b) Professional services coverage for practitioners such as chiropractor, massage therapist, and physiotherapist shall be five hundred dollars (\$500.00) per calendar year.
- (c) Dental coverage will include one hundred percent (100%) basic and comprehensive basic, 80% major, 50% orthodontics, annual cap of two thousand dollars (\$2,000), lifetime cap of two thousand dollars (\$2,000) for orthodontics, with the current fee guide. Dental coverage for families will include any child for whom the employee pays support, regardless of the child's residence.
- (d) 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 two times (2x) the annual salary of the employee with a one hundred thousand (\$100,000) cap. Additional coverage may be obtained by the employee at the employee's expense.

- (e) Vision care coverage shall include four hundred dollars (\$400.00) plus seventy dollars (\$70.00) for eye exams every two (2) years.
- (f) There shall be an employee recognition program.
- (g) **Health Spending Account (Wellness Account) will include \$1,000 per fiscal year effective April 1, 2023.**

25:02 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 **six point two percent (6.2%)** of the employee's gross pay. The Employer will match same up to one hundred percent (100%) and deposit the total in the employee's RRSP account **effective April 1, 2023.**

Article 26 Safety and Health

- 26:01** The Employer shall, in accordance with the objects of the Workplace Safety and Health Act ensure, so far as is reasonably practicable, the safety, health and welfare at work of all of their workers.
- 26:02** The parties recognize the importance of establishing a Workplace Safety and Health Committee structure to enhance the ability of employees and the Employer to resolve safety and health concerns.
- 26:03** The parties agree that the Safety and Health Committee will be deemed to be subject to and retain all responsibilities, jurisdiction and authorities as conferred to committees under the Workplace Safety and Health Act and its regulations.
- 26:04** The Workplace Safety and Health Committee will be comprised of two (2) representatives from the bargaining unit and two (2) representatives of the Employer.
- 26:05** Both a representative of the Employer and the Union elected Safety and Health representative will represent the UWSA on the University Workplace Safety and Health Committee.

26:06 The Employer agrees to facilitate attendance by two (2) bargaining unit members at a safety and health 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 **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 **sixty cents (\$0.60)** per kilometre, with a minimum payment of seven dollars (\$7.00) per round trip, whichever is greater **effective April 1, 2023**.
- 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 Transit Passes

33:01 Winnipeg Transit purchases shall be subsidized by the Employer up to an annual maximum of three hundred dollars (\$300.00).

Article 34 Duration and Retroactivity

34:01 This Agreement shall be effective from **April 1, 2022** and shall continue in effect up to and including **March 31, 2027** 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 ninety (90) 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.

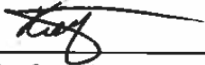
34:03 All wages including merit increments shall be retroactive to **January 1, 2023** to all current employees.

Article 35 Respectful Workplace

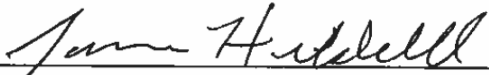
35:01 The Employer will provide a copy of the University of Winnipeg Respectful Working and Learning Environment Policy to each employee, and a copy of the policy will be appended to the Agreement for informational purposes only.

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


Signed this 13 day of JUNE, 2023.



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

Salary Scale

Salary Scale April 1, 2022 to March 31, 2027

April 1, 2022 to December 31, 2022 -

TITLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Business Manager	60,973.66	63,413.31	65,950.61	68,588.77	71,332.57	74,185.24
Office Manager	38,306.04	39,839.63	41,432.44	43,092.49	44,813.38	46,606.30
Events Manager	47,832.22	49,745.51	51,733.73	53,803.59	55,958.29	58,194.64
Retail Manager	52,271.70	54,362.57	56,537.07	58,798.55	61,150.49	63,596.51
Social Sustainability Manager	48,579.66	50,522.74	52,543.65	54,645.50	56,831.22	59,104.47
Communications Manager	47,832.22	49,745.51	51,733.73	53,803.59	55,958.29	58,194.64
Strategic Initiatives Manager	65,186.43	67,793.89	70,505.64	73,325.86	76,258.89	79,309.25

January 1, 2023 to March 31, 2023 -
4.0%

TITLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Business Manager	63,412.61	65,949.84	68,588.63	71,332.32	74,185.87	77,152.65
Office Manager	39,838.28	41,433.22	43,089.74	44,816.19	46,605.92	48,470.55
Events Manager	49,745.51	51,735.33	53,803.08	55,955.73	58,196.62	60,522.43
Retail Manager	54,362.57	56,537.07	58,798.55	61,150.49	63,596.51	66,140.37
Social Sustainability Manager	50,522.74	52,543.65	54,645.40	56,831.22	59,104.47	61,468.65
Communications Manager	49,745.51	51,735.33	53,803.08	55,955.73	58,196.62	60,522.43
Strategic Initiatives Manager	67,793.89	70,505.65	73,325.87	76,258.89	79,309.25	82,481.62

April 1, 2023 to March 31, 2024 -
7.9%

TITLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Business Manager	68,422.21	71,159.88	74,007.13	76,967.57	80,046.55	83,247.71
Office Manager	42,985.50	44,706.44	46,493.83	48,356.67	50,287.79	52,299.72
Events Manager	53,675.41	55,822.42	58,053.52	60,376.23	62,794.15	65,303.70
Retail Manager	58,657.21	61,003.50	63,443.64	65,981.38	68,620.63	71,365.46
Social Sustainability Manager	54,514.04	56,694.60	58,962.39	61,320.89	63,773.72	66,324.67
Communications Manager	53,675.41	55,822.42	58,053.52	60,376.23	62,794.15	65,303.70
Strategic Initiatives Manager	73,149.61	76,075.60	79,118.61	82,283.34	85,574.68	88,997.67

April 1, 2024 to March 31, 2025 -
3.5%

TITLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Business Manager	70,816.99	73,650.48	76,597.38	79,661.43	82,848.18	86,161.38
Office Manager	44,489.99	46,271.17	48,121.11	50,049.15	52,047.86	54,130.21
Events Manager	55,554.05	57,776.20	60,085.39	62,489.40	64,991.95	67,589.33
Retail Manager	60,710.21	63,138.62	65,664.17	68,290.73	71,022.35	73,863.25
Social Sustainability Manager	56,422.03	58,678.91	61,026.07	63,467.12	66,005.80	68,646.03
Communications Manager	55,554.05	57,776.20	60,085.39	62,489.40	64,991.95	67,589.33
Strategic Initiatives Manager	75,709.85	78,738.25	81,887.76	85,163.26	88,569.79	92,112.59

April 1, 2025 to March 31, 2026 -
3.0%

TITLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Business Manager	72,941.50	75,859.99	78,895.30	82,051.27	85,333.63	88,746.22
Office Manager	45,824.69	47,659.31	49,564.74	51,550.62	53,609.30	55,754.12
Events Manager	57,220.67	59,509.49	61,887.95	64,364.08	66,941.71	69,617.01
Retail Manager	62,531.52	65,032.78	67,634.10	70,339.45	73,153.02	76,079.15
Social Sustainability Manager	58,114.69	60,439.28	62,856.85	65,371.13	67,985.97	70,705.41
Communications Manager	57,220.67	59,509.49	61,887.95	64,364.08	66,941.71	69,617.01
Strategic Initiatives Manager	77,981.15	81,100.40	84,344.39	87,718.16	91,226.88	94,875.97

April 1, 2026 to March 31, 2027 -
3.0%

TITLE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Business Manager	75,129.75	78,135.79	81,262.16	84,512.81	87,893.64	91,408.61
Office Manager	47,199.43	49,089.09	51,051.68	53,097.14	55,217.58	57,426.74
Events Manager	58,937.29	61,294.77	63,744.59	66,295.00	68,949.96	71,705.52
Retail Manager	64,407.47	66,983.76	69,663.12	72,449.63	75,347.61	78,361.52
Social Sustainability Manager	59,858.13	62,252.46	64,742.56	67,332.26	70,025.55	72,826.57
Communications Manager	58,937.29	61,294.77	63,744.59	66,295.00	68,949.96	71,705.52
Strategic Initiatives Manager	80,320.58	83,533.41	86,874.72	90,349.70	93,963.69	97,722.25

Memorandum of Agreement

between

University of Winnipeg Students' Association Inc.

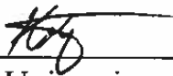
and

Manitoba Government and General Employees' Union

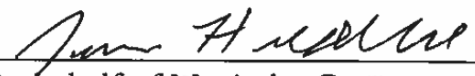
Re: Cost of Benefits

If the Employer is unable to maintain any part of the health benefits improvement plan during the life of the Agreement because the benefit becomes unavailable under the current plan, the Employer will engage in meaningful consultation with the bargaining unit members before any changes are made.

Signed this 13 day of JUNE, 2023.



On behalf of University of Winnipeg
Students' Association Inc.



On behalf of Manitoba Government
and General Employees' Union

Appendix “A” - Job Descriptions

The following Job Descriptions are appended to this Collective Agreement for informational purposes only.

Business Manager

Responsibilities/Duties

The Business Manager takes direction from the General Manager (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 General Manager 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 General Manager 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 Capital 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, as requested;
- Ensuring appropriate and ethical investment of UWSA funds as directed by the UWSA Board of Directors;
- Assisting in the budget process and assisting in the ongoing financial operations of the UWSA;

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

- Assisting in the creation or enhancement of all UWSA financial policies and procedures;
- Sitting as an advisor on the Capital Committee and any other committees as requested;

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

Office Manager

Responsibilities/Duties

The Office Manager takes direction from the General Manager (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 General Manager 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;
- Performing other tasks from time to time, as directed by the UWSA General Manager and/or the Board of Directors.

The Office Manager 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;
- Coordinating the production of the annual UWSA Handbook, in collaboration with the Communications Manager for artwork and design, and the Canadian Federation of Students for formatting requirements;
- Assist UWSA General Manager in maintaining files and databases for general office use;
- Write reports for the UWSA General Manager, as requested;
- Acting as secretary at UWSA Board meetings and members meetings as needed; ensuring that open session minutes are taken, processed, and available for distribution;

- Assist the UWSA Executive and General Manager in maintaining updated copies of all relevant UWSA By-Laws, policies and procedures and ensuring that they are made available to the membership;
- Receive all inquiries to the UWSA and dealing with all concerns in an appropriate and courteous manner;
- Process incoming and outgoing e-mail, mail, faxes, parcels, packages and other items in a timely and accurate manner;
- Maintaining the various key access and security systems in accordance with the appropriate UWSA policies and procedures;
- Assists in the promotion of UWSA events and campaigns;
- Assist the Vice-President Student Services in administrating student centres & student groups in their needs;

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

- Maintaining and tracking adequate stock of office supply inventories for all UWSA activities;
- Updating and maintaining financial records appropriate to the UWSA General Office in an accurate and timely manner.

Manager of Strategic Initiatives

Responsibilities/Duties

The Manager of Strategic Initiatives takes direction from the General Manager (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 related to special projects, community and administrative partnerships, and strategic planning, in collaboration with the Executive and the General Manager;
- Carrying out and assisting in the day-to-day strategic 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 Manager of Strategic Initiatives is responsible for generating strategic priorities and realizing organizational goals set by the UWSA Board of Directors, including:

- Leading or assisting strategic planning processes for UWSA services and events, as requested;
- Writing and/or reviewing grants, partnership proposals, insurance policies and documents, RFPs for special projects, programs, and services of the UWSA;
- Reviewing all agreements, including leases and other contracts of the UWSA and writing, improving, and advising the President and the General Manager regarding impending issues or avenues for improvement, in collaboration with the legal counsel of the UWSA;
- Assisting the Executive Committee, upon request, with the hiring of all staff needed for UWSA projects;
- Advising the Executive on potential new avenues of revenue for the UWSA;

- Assisting in UWSA lobbying, media and advocacy campaigns through strategic positioning of political advocacy;
- Serving in an advisory capacity to the UWSA Executive on government relations;
- Acting as primary liaison with the University of Winnipeg administration on UWSA advocacy, services, and space;
- 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.

Events Manager

Responsibilities/Duties:

The Events Manager takes direction from the General Manager (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 General Manager 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 General Manager and/or the Board of Directors;

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

- Coordinating and managing Liquor & Gaming Authority of Manitoba licensed events, 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 Affairs;
- Maintaining the Hive, the Bulman Student 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 Liquor & Gaming Authority of Manitoba;
- Coordinating space bookings in a timely manner and administering the booking of graduate portraits and other similar services.

The Events Manager will assist and advise the UWSA Board of Directors and/or General Manager on matters with particular relevance to matters related to physical space, furnishings, and maintenance and, as such:

- Act as a UWSA liaison between the University of Winnipeg & the UWSA on matters pertaining to Events;
- Act as UWSA liaison with the University of Winnipeg Physical Plant on matters pertaining to Events and physical space on campus;
- Generate creative ideas for use of campus spaces including UWSA space booking policies and practices; furniture use, reuse, and storage; sustainability practices, maintenance strategies, and aesthetic enhancement and maintenance of physical spaces;
- Must be able to move, transport, and position 50 pounds.

Retail Manager

Responsibilities/Duties

The Retail Manager takes direction from the General Manager (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 Index, the Info Booth and any other UWSA retail areas;
- 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 managing the operations and administration of Index, Info Booth, and the U-Pass program, including the following duties:

- Ensuring the safety and security of UWSA retail services staff. The Retail Manager shall also be responsible for drafting the security access list to all retail services;
- Ensuring that all U-Pass information, changes, updates and member files are processed accurately and in a timely manner and kept confidential;
- Liaising with all relevant and appropriate organizations;
- Assisting in the updating of policies and procedures governing the administration of the U-Pass program with Winnipeg Transit, book consignment through Index, and the Canada Post franchise.; Meeting regularly with staff to set goals and to determine solutions for difficulties or problems;

- Ensuring that retail services function smoothly, are staffed appropriately, and have all necessary materials, resources and equipment on hand;
- Overseeing Canada Post services at UWSA retail outlets, including training of all staff, inventory, liaising with Canada Post representatives, and providing regular financial statements;
- Overseeing the operations of Winnipeg Transit services and all other services provided at UWSA retail outlets;
- Maintain appropriate inventory controls at all retail operations;
- Ensuring that visitors and inquiries are received and addressed;
- Assisting the General Manager with the hiring of all staff needed to work in UWSA retail operations;
- Completing business plans, in tandem with the UWSA Business Manager, regarding revenue generation and service provision at UWSA retail outlets.

Communications Manager

Responsibilities/Duties

The Communications Manager takes direction from the General Manager (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 General Manager to set goals and to determine solutions for difficulties or problems with the UWSA communications;
- 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 Communications Manager is responsible for managing UWSA communications with its membership and with the campus community at large through:

- Acting as the key communications advisor to the Executive;
- Collaborating with the General Manager and the full-time administrative staff regarding message-boxing, media relations, and communication strategy for all aspects of UWSA operations;
- Developing communication strategies for social media platforms such as Twitter, Facebook (including advertising), Instagram, and the UWSA website;
- Creating content for social media platforms listed above;

- Creating and maintaining a template and strategy for a UWSA newsletter;
- Reviewing the UWSA website, editing and/or overseeing design edits and content creation in line with the UWSA branding strategy;
- Producing and managing production of visual marketing materials for UWSA services, events, and festivals;
- Creating cover and layout for the annual UWSA handbook;
- Producing and managing production of short videos to highlight the work, services, and events of the UWSA;
- Working in collaboration with UWSA Board of Directors on external communications, such as press releases and messages boxes, etc.;
- Creating and managing an interaction and marketing strategy for Orientation Week activities and media strategy.

** The Communications Manager shall be the lead Media Contact of the UWSA.

Social Sustainability Manager

Responsibilities/Duties

The Social Sustainability Manager takes direction from the General Manager (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 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 Social Sustainability Manager is responsible for managing and administering all UWSA student services (Health Plan, Bike Lab, Food Bank, Women Trans-Spectrum Centre, LGBT* Centre, and SafeWalk) by:

- Ensuring that the Student Health Plan and service centers will function smoothly, be staffed appropriately, and have all necessary materials, resources and equipment available;
- 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 Office;


- Receiving and addressing all concerns brought to the Health Plan Office;
- Supervising all service centers and providing support to the part-time staff that manage them (Foodbank, Bike Lab, Women Trans-Spectrum Centre, LGBT* Centre, and Safewalk);
- Ensuring that hours are submitted for part-time service center coordinators;
- Ensuring service center coordinators understand their budgets and the operational processes of the UWSA relevant to their centers;
- Bringing all concerns regarding service provision to students and the community through service centers to the General Manager and/or the Executive Directors.

The Social Sustainability Manager is responsible for assisting the UWSA General Manager and/or Board of Directors with matters specifically related to the Student Health Plan, including:

- 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 UWSA Executive on matters related to the UWSA Health Plan including, but not limited to, health plan bursaries, appeals, coverage, and administrative issues and raising pertinent issues with the UWSA Vice-President Internal Affairs;
- Liaising with University of Winnipeg Financial Services, Admissions, and Technology Solutions Centre (TSC) to efficiently maintain Health Plan administration;
- Administration of UWSA employee Health Plans and liaison work with appropriate bodies in order to secure competitive contracts and coverage;
- Act as Trustee of the UWSA Health Plan, with the support of the Information Manager, the UWSA General Manager; to carry out the duties described therein in the *Personal Information Protection and Electronic Documents Act* and other relevant statutes.

Appendix “B” - Respectful Workplace Policy

The following Respectful Workplace Policy is appended to this Collective Agreement for informational purposes only.

 <p>THE UNIVERSITY OF WINNIPEG</p>	<p>POLICY: Respectful Working and Learning Environment</p> <p>PROCEDURES: APPENDIX: None</p>
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Respectful Working and Learning Environment Policy

AUTHORITY: University Administration

RESPONSIBILITY: President delegated to the Vice-President Human Resources,
Audit & Sustainability

Effective Date: June 1, 2013

Purpose: The purpose of the Respectful Work and Learning Environment Policy is to support a climate of mutual respect in the workplace and learning environment so that members of the University community are free from harassment and discrimination.

Scope: This Policy and the related procedures apply to anyone who is an employee or student of the University engaged in duties or activities having a substantial connection to the University, on or off campus.

Third parties, including but not limited to, contractors, volunteers and visitors to the University are expected to conduct themselves in a manner consistent with this Policy. Compliance with this Policy shall be a term of all contracts and agreements with the University and is a condition of access to the University.

This Policy is not intended to discourage or prevent individuals from exercising any other legal rights they may have pursuant to any other law, including the right to file a complaint with the Manitoba Human Rights Commission.

Responsibility: The Vice President Human Resources, Audit & Sustainability, on behalf of The Administration of the University, is responsible for the development, administration and review of this policy.


Approved: January 22, 2013

Revised:

Cross Reference:

Respectful Working and Learning Environment Procedures

Non-Academic Misconduct Policy

 <p>THE UNIVERSITY OF WINNIPEG</p>	<p>POLICY: Respectful Working and Learning Environment PROCEDURES: APPENDIX: None</p>
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Definitions:

1. Discrimination

1.1 For the purposes of the application of the Policy, discrimination shall be as defined in the *Manitoba Human Rights Code* as follows:

- (a) differential treatment of an individual on the basis of the individual's actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit; or
- (b) differential treatment of an individual or group on the basis of any Applicable Characteristic referred to in subsection 1.2; or
- (c) differential treatment of an individual or group on the basis of the individual's or group's actual or presumed association with another individual or group whose identity or membership is determined by any Applicable Characteristic referred to in subsection 1.2; or
- (d) failure to make reasonable accommodation for the special needs of any individual or group, if those special needs are based upon any Applicable Characteristic referred to in subsection 1.2.

1.2 Applicable Characteristics

The Applicable Characteristics for the purposes of clauses 1.1(b) to (d) above are:

- (a) ancestry, including colour and perceived race;
- (b) nationality or national origin;
- (c) ethnic background or origin;
- (d) religion or creed, or religious belief, religious association or religious activity;
- (e) age;


Approved: January 22, 2013

Revised:

Cross Reference:

Respectful Working and Learning Environment Procedures

Non-Academic Misconduct Policy

 <p>THE UNIVERSITY OF WINNIPEG</p>	<p>POLICY: Respectful Working and Learning Environment</p> <p>PROCEDURES: APPENDIX: None</p>
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- (f) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) gender identity;
- (h) sexual orientation;
- (i) marital or family status;
- (j) source of income;
- (k) political belief, political association or political activity;
- (l) physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (m) social disadvantage.

2. Harassment

For the purposes of the application of the Policy, harassment may be sexual or personal in nature and shall include the definitions set out in the *Manitoba Human Rights Code* and the *Manitoba Workplace Safety and Health Regulations* as follows:

2.1 The *Manitoba Human Rights Code* defines harassment as:

- (a) a course of abusive and unwelcome conduct or comment undertaken or made on the basis of any Applicable Characteristic referred to in subsection 1.2 above; or
- (b) a series of objectionable and unwelcome sexual solicitations or advances; or
- (c) a sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny any benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or


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(d) a reprisal or threat of reprisal for rejecting a sexual solicitation or advance.

2.2 *Manitoba Workplace Safety and Health Regulation #217* defines harassment as:

- a) objectionable conduct that creates a risk to the health of a worker; or
- b) severe conduct that adversely affects a worker's psychological or physical well-being.

“Conduct” is deemed to include a written or verbal comment, a physical act or gesture or a display, or any combination of them.

Conduct is deemed to be “objectionable” if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin.

Conduct is deemed to be “severe” if it could reasonably cause a worker to be humiliated or intimidated and is repeated, or in the case of a single occurrence, has a lasting, harmful effect on a worker.

Sexual harassment may also involve sexually oriented behaviour or gender-based abusive and unwelcome conduct or comment that has the purpose or effect of creating an intimidating, hostile or offensive environment.

The prohibited behaviours may be physical or verbal and may include one or more of the following: unnecessary physical contact such as touching, patting or pinching; unwelcome sexual remarks or jokes that put down one’s gender; and displaying insulting materials such as pictures, cartoons or printed matter.

Personal Harassment is not based on any of the Applicable Characteristics for discrimination, and includes but is not limited to:


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- a) objectionable and unwelcome comments or actions directed toward a specific person or group of persons which serve no legitimate work or academic related purpose and have the effect of creating an intimidating, humiliating, hostile or offensive environment or excluding, isolating or undermining an individual's effectiveness in the workplace/learning environment for no legitimate work or academic-related reason; and
- b) verbal or written abuse or threats.

Examples:

The definitions and understanding of what constitutes harassment and discrimination continue to evolve as a result of developments in case law and changes in legislation. Therefore, the following examples are provided as illustrative and informative for the purpose of the Policy and Procedures.

1. Examples of Human Rights Harassment and Discrimination

Behaviours that may constitute discrimination and harassment for the purposes of the Policy include but are not limited to:

- a) derogatory written or oral comments and gestures such as name-calling, slurs, graffiti, pictures, remarks or jokes based on any characteristic referred to in the Definitions section of the Policy;
- b) evaluations of performance based on any characteristic referred to in the Definitions section;
- c) behaviours stating or implying actual or perceived abilities or inabilities based on any characteristic referred to in the Definitions section;
- d) applying stereotypes or generalizations based on any characteristic referred to in the Definitions section;
- e) refusal to work with or share facilities based on any characteristic referred to in the Definitions section above; and
- f) inappropriate questions or sharing of information about a person's sexuality or sexual orientation.

2. Examples of Sexual Harassment


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Examples of sexual harassment may include, but are not limited to:

- a) sexist remarks, jokes, innuendoes or taunting about a person's body, appearance, characteristics or clothing;
- b) displaying of pornographic or other sexually offensive or derogatory pictures or material;
- c) persistent and unwelcome invitations or request for dates;
- d) leering, ogling or other sexually oriented gestures;
- e) inappropriate touching; and
- f) sexual assault.

3. Examples of Personal Harassment

Examples of personal harassment may include but are not limited to:

- a) repeated or continuous incidents of yelling, screaming or name-calling;
- b) repeated or continuous threats to terminate employment or contracts for reasons unrelated to performance;
- c) repeated or continuous threats to withdraw funding, scholarships, employment or advancement opportunities for reasons unrelated to performance; and
- d) inappropriate and unsubstantiated comments addressed to a person which have the effect of undermining a person's role in the workplace or classroom.

Reasonable Accommodation

The University strives to be accessible and accommodating to all its constituents. The University is committed to providing reasonable accommodation for its constituents whose special needs are related to an Applicable Characteristic as defined in the Manitoba Human Rights Code and set out in the Definitions sections of the Policy.

Notwithstanding any other provision of the Policy or Procedures, it is not discrimination or a contravention of the Policy or Procedures to:

- a) make reasonable accommodation for the special needs of an individual or group, if those special needs are based upon any Applicable Characteristic ;
- b) plan, advertise, adopt or implement an employment equity program or other special program that has, as its purpose, the amelioration of conditions of


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disadvantaged individuals or groups, including those who are disadvantaged because of any Applicable Characteristic; or

- c) conduct research approved by the University of Winnipeg Senate Committee on Ethics in Human Research and Scholarship.

Principles:

The University is committed to and actively supports equal opportunity, equity, social justice, mutual respect, diversity and the dignity of all people. The University recognizes that every member of the University community has the right to participate, learn and work in an inclusive and respectful work and learning environment that promotes equal opportunities and prohibits discrimination and harassment.

The University does not condone behaviour that is likely to undermine the dignity or productivity of any of its members, and prohibits any form of discrimination or harassment, whether it occurs on University property or in conjunction with University-related activities. The University and all members of the University community, particularly those in leadership roles, share the responsibility of establishing and maintaining a climate of respect within this community and of addressing any situation(s) in which respect is lacking.

In addition, the University is committed to meeting its obligations as an employer under both the *Manitoba Human Rights Code* and the *Workplace Safety and Health Act*, and will ensure, so far as it is reasonably practicable, that no member of the University community is subject to human rights discrimination or harassment, sexual harassment or personal harassment as defined at law and in this Policy.

The University will endeavour to ensure that individuals who believe that they have been subjected to harassment or discrimination are able to express concerns and register complaints without fear of retaliation or reprisal. The University will act promptly and efficiently to deal with incidents of harassment and/or discrimination, and take corrective action respecting any member of the University community who breaches this Policy.

The University is committed to academic freedom and freedom of thought, inquiry and expression among our members, which may result in respectful disagreements regarding


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beliefs or principles. However, all members of the University community have a duty to act in a manner consistent with human rights law and University policy.

The University explicitly acknowledges the legitimate right and responsibility of academic staff members to evaluate students, correct inappropriate student behaviour, insist on order in the classroom and if necessary evict those who disrupt order in the classroom (See Student Non-Academic Misconduct policy).

Student complaints of an academic nature, and issues of academic dishonesty and misconduct on the part of students, are addressed through Senate policies and procedures and are under Senate jurisdiction, except to the extent the complaints also include allegations of misconduct involving harassment or discrimination, any of which may require the application of this Policy.

Further, the University explicitly acknowledges the legitimate right and responsibility of administrators, managers and supervisors, to evaluate job performance and to provide direction and feedback to employees. The University also explicitly acknowledges the right and responsibility of members of Departmental Personnel Committees and Chairs of Departments to provide peer evaluation to members of their Departments. When done in accordance with the law, applicable collective agreements and University policies and procedures, these actions do not constitute a breach of this Policy.

Malicious Complaints

Although it is uncommon for someone to make a false claim deliberately, it can happen. A claim that is deliberately and maliciously filed in order to damage the reputation of an individual or group, or otherwise filed in bad faith, or which is known or ought to have reasonably been known by the complainant to have no reasonable basis in fact may be considered harassment. Such complaints are not to be confused with complaints made in good faith that are ultimately found to be without merit. A malicious complaint may be the subject of a complaint under this Policy, and a malicious complaint may be grounds for discipline under the relevant policy, contract or collective agreement.


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Implementation

The University will establish procedures and mechanisms to give effect to this Policy including:

- a) the establishment and implementation of comprehensive procedures to ensure that complaints of harassment or discrimination are effectively addressed.
- b) the appointment of a Human Rights officer whose duties shall include receipt, investigation and resolution of concerns and the provision of advice and assistance to faculty, staff members, students and administration in connection with concerns, advising where mediation may be possible, and the process and procedure with respect to formal complaints under this Policy;
- c) on a case by case basis, the appointment of an Investigator whose duties shall include the investigation of formal complaints, the provision of advice and assistance to staff members, students and administration in connection with concerns and complaints as requested, and the provision of information with respect to the process and procedures the investigation will follow in accordance with the University's policy;
- d) the provision of educational programs designed to enhance awareness of this Policy and procedures relating to it for all faculty and staff; and
- e) the communication of this Policy to students through the University of Winnipeg Students Association and/or other appropriate mechanisms.

Confidentiality

The University will not disclose the name of a complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is necessary


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to investigate the complaint or take action with respect to the complaint or where required by law.

Secondary Documents

The President, in consultation with the Vice-President (Human Resources, Audit and Sustainability) may approve Procedures which are secondary to and comply with this Policy, subject to any consultation required in accordance with Collective Agreements.

Review:

This policy shall be reviewed in conjunction with the Procedures review at least once every five years or as may be required by changes to applicable legislation.

Effect on Previous Statements

This Policy supersedes:

- (a) all previous policies and resolutions on the subject matter herein;
- (b) all previous procedures on the subject matter herein.

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