

COLLECTIVE AGREEMENT

between

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

and

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

MAY 31, 2012 TO MARCH 31, 2023

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ARTICLE 1: PURPOSE

- 1.1 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the University of Winnipeg (hereafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement covering rates of pay and other working conditions which shall supersede all other agreements between the Employer and the Employees represented by the Union.
- 1.2 The Parties recognize that it is in their common interest to promote and enhance the working relations between the Employer, the Union, and its members, consistent with the principles of mutual respect and cooperation. It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all Employees.
- 1.3 The Employer and the Union recognize the important contribution of Bargaining Unit members in support of research, which furthers the achievement of the University's mission.

ARTICLE 2: DEFINITIONS

For the purpose of this Agreement, the following terms shall be defined:

Academic Terms:	The three academic terms are: 1) The Fall Term is the period during which courses are scheduled from September to December. 2) The Winter Term is the period during which courses are scheduled from January to April. 3) The Spring/Summer Term is the period during which courses are scheduled from April to August.
Academic Year:	The twelve (12) calendar month period commencing on the first day of September and ending the thirty-first day of the following August.
Agreement:	The Collective Agreement negotiated between the Employer and the Union.
Bargaining Unit:	The bargaining unit represented by the Public Service Alliance of Canada and certified by the Manitoba Labour Board in Certificate No. MLB-6876.
Board:	The Board of Regents of the University of Winnipeg.
Dean:	The academic administrator of a Faculty or the Library of the University of Winnipeg.
Designate:	A person authorized to act on behalf of an officer of the University, or an officer of the Union.
Employee:	An employee covered by this Agreement.
Employer:	The University of Winnipeg as represented by the President and as designated or delegated to a Vice-President or Administrator.
Hourly Employee:	An Employee who is paid for hours worked that are recorded on a timesheet, submitted either electronically or via physical copy. Employees of this type are typically term employees with variable hours of work.

Parties:	The Employer and the Union.
PSAC:	The Public Service Alliance of Canada.
Researcher:	A Faculty member at the University of Winnipeg who has authority to expense funds related to research and employ members of the Bargaining Unit.
Salaried Employees:	An Employee who is paid automatically, without the need for timesheets. Employees of this type are typically full or part-time continuing or term employees.
Union:	The Public Service Alliance of Canada or its Local 55600, representing employees of the University who are members of the bargaining unit.
University:	The University of Winnipeg.
Working Day:	A day when the University is open, excluding Saturdays, Sundays and statutory holidays.

ARTICLE 3: UNION RECOGNITION, SECURITY AND UNION DUES

- 3.1 Further to the Order issued by the Manitoba Labour Board dated May 31, 2012, (Certificate No. MLB-6876), the Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees described in the aforementioned certificate save and except those covered exclusively by existing collective agreements and those excluded by the Labour Relations Act, as set out in the Manitoba Labour Board Certificate No. MLB-6876.
- 3.2 The Employer shall not assign duties as specified in this Agreement to non-employees. Notwithstanding the foregoing, the Parties recognize and agree that employees excluded from the Bargaining Unit may perform related duties which shall not exceed the current practice.
- 3.3 Every Employee shall become a member of the Bargaining Unit on date of appointment. The Employer shall advise Employees that they are included in the Bargaining Unit represented by the Union and that their employment is subject to the terms and conditions set out in this Collective Agreement. The Employer shall provide a Union membership card and a letter from the Union upon hire. The Employer shall also provide pre-addressed, postage paid envelopes from the Union. The Employee is responsible for mailing the aforementioned membership card to the Union.
- 3.4 The Employer recognizes the right of every Employee to participate in any lawful activity of the Union, and it shall not interfere with this right.
- 3.5 The Union agrees that there shall be no solicitation for membership in the Union nor shall other Union activity take place on the premises of the Employer in such a way that would disrupt any Employee's work during the Employee's working hours.
- 3.6 Union Representatives
 - 3.6.1 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the Employer on University property, provided such business shall not interfere with the Employees' duties and the normal operations of the Employer.
 - 3.6.2 If it is necessary for an Employee to leave their work duties to perform Union duties, they shall first receive approval from their Researcher, which approval will normally be granted

provided that the Researcher is satisfied that there will not be an unreasonable disruption of the work.

3.6.3

The Employer shall not recognize any Employee, group of Employees, or individual undertaking to represent the Union or the Employees to the Employer without proper authorization of the Union. The Union shall keep the Employer informed at all times as to:

- a) the name of any Employee who is an Officer of the Union and their title;
- b) the name of any Employee who is a shop steward or Chief Steward and the area(s) of their jurisdiction;
- c) the name of any Employee who is on a grievance, negotiation, Labour - Management, or other committee, provided that the committee must deal directly with the Employer; and
- d) the name of any individual who is a PSAC regional representative or negotiator.

Employer Representatives

3.7

The Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business, including relevant employees of the Human Resources Department, and Employer representatives on the Labour Management Committee.

3.8

Union Dues

3.8.1

No later than ten (10) Working Days after the last pay period of the month, an electronic list in a mutually agreed format of the Employees from whose salaries deductions have been made including the unique employee number, name, the bi-weekly amount deducted and the period end date, together with a cheque for the total amount deducted, shall be remitted, payable to the Public Service Alliance of Canada. An annual statement of the Union dues, which have been deducted from their pay during the calendar year, shall be provided to each Employee on their T4 Income Tax slip by February 28 each year.

3.8.2

Deductions for new Employees shall be made starting with the first pay, and calculated from the date of employment.

3.8.3

The Union shall indemnify and save the Employer harmless from any and all claims which may be made by an Employee or Employees for amounts deducted from pay as provided for in this Article, except for any claim or liability arising out of an error committed by the Employer.

3.8.4

The Union shall provide the Employer with a minimum of one (1) month's notice of any change in the amount of Union dues or assessments.

ARTICLE 4: MANAGEMENT RIGHTS

4.1

The Union acknowledges, without limiting the generality of the following and without excluding other management rights not specifically set forth, that it is the right of the Employer to: control and supervise all operations and direct all working forces, including the right to determine the Employee's ability, skill, competence and qualifications for the job; to hire, discharge, lay off, suspend, discipline, promote, demote or transfer an Employee; to control and regulate the use of all equipment and property; and to promote efficiency in all operations, provided, however, that in the exercise of the Employer's rights, the Employer shall not contravene the provisions of this Agreement and shall act in accordance with all applicable legislation.

- 4.2 The Employer agrees to exercise its management rights and functions in a manner that is fair, reasonable, in good faith and consistent with the provisions of this Agreement as a whole.

ARTICLE 5: NO DISCRIMINATION AND NO HARASSMENT

- 5.1 Except where otherwise provided for by this Agreement or applicable law, the Parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised with respect to any Employee in regard to activity in the Union or any terms and conditions of employment except for such distinction, exclusion, limitation or protection as may constitute a bona fide occupational requirement under law. Such factors include but are not limited to:
- 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;
 - f) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
 - g) gender, gender expression and 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; and
 - m) social disadvantage.

The Parties agree that the above list is amended as the *Manitoba Human Rights Code*, C.C.S.M. c H175 is changed.

- 5.2 The Employer has a responsibility to provide a workplace and learning environment that is free of harassment on grounds that are prohibited by *The Human Rights Code*, C.C.S.M. c H175, and the *Workplace Safety and Health Act*, as amended from time to time. The Parties undertake to ensure that no form of harassment or abuse of authority is tolerated in the workplace.
- 5.3 The Parties to this Agreement have a duty not to harass or discriminate as defined in legislation and in the University of Winnipeg Respectful Working and Learning Environment Policy, and shall not behave in a manner that produces, contributes to or perpetuates a learning or working environment that tolerates harassment or discrimination.
- 5.4 An Employee may submit a formal complaint of harassment or discrimination in accordance with procedures established by the Employer in the University of Winnipeg Respectful Working and Learning Environment Policy or the University of Winnipeg Sexual Violence

Prevention Policy. However, if an Employee wishes to address the matter in accordance with Article 23 – Grievance Procedure and Arbitration, they may choose to do so instead of filing a formal complaint. An Employee may also file a grievance following the conclusion of the policy process to address issues of procedural fairness.

- 5.5 Should the University determine that the relevant policy does not apply, the Employee may file a grievance in accordance with Article 23.
- 5.6 The Employer shall advise an Employee who is a complainant or respondent of their right to union representation throughout the process.
- 5.7 The protection from discrimination and harassment includes the protection from retaliation for an Employee having taken action under the relevant policy or the grievance procedure, or for assisting a complainant or grievor in taking action, or for acting as a witness or advocate on behalf of an Employee in a legal or other proceeding to obtain a remedy for a breach of non-discrimination.

ARTICLE 6: NO STRIKE, NO LOCKOUT

- 6.1 The Parties agree that there will be no strike or lockout as defined by *The Labour Relations Act*, C.C.S.M., c L10, as amended, during the life of this Agreement.
- 6.2 During a strike or lockout of another Employer bargaining unit, employees who fall under the provisions of this Collective Agreement shall not be required to perform the duties of those employees.

ARTICLE 7: INFORMATION FOR THE UNION, COLLECTIVE AGREEMENT, AND SERVICES AND FACILITIES

- 7.1 Information for the Union
 - 7.1.1 The Employer shall provide the Union with a list of all Employees in the Bargaining Unit within thirty (30) days of signing the present agreement. Such list shall include: name, current appointment date, ending date (if applicable), job classification, rate of pay, Researcher, home address, personal telephone number, personal email address (if provided to the Employer), and work email address if provided. The confidentiality of individual data shall be respected by the Union.
 - 7.1.2 The Employer shall provide the above list electronically in a mutually-agreed upon format to the Union once per month.
 - 7.1.3 In addition to the information provided under Clauses 7.1.1 and 7.1.2, by October 31st each year, the Employer shall provide the Union with the total number of hours worked in this Bargaining Unit in the previous academic year broken down by classification.

Collective Agreement

- 7.2 When an Agreement has been signed, the Employer shall post the text of the Agreement on its website. As a demonstration of mutual commitment to sustainability, the Employer shall provide an electronic link to the Agreement to each Employee as they are hired. Employees will also be informed that a hard copy will be provided upon request. The cost for printing collective agreements shall be shared equally by the Parties.
- 7.3 Services and Facilities
 - 7.3.1 The Employer shall provide the Union use of space on an existing bulletin board for the purpose of posting official Union information relating to matters of interest to the Union and

to Employees. The Union will be able to post on any existing bulletin board according to University policy and in accordance with department practice.

- 7.3.2 Postal, telephone and internet service will be provided to the Union on a cost recovery basis, as determined by the Employer for internal users. Printing, computing services, use of audio visual equipment and internal mail service shall be provided to the Union on the same basis and at the same rates as internal users.
- 7.3.3 The Employer shall provide the Union with access to meeting rooms for the purpose of holding membership meetings, subject to availability of space and on the same terms and conditions as other University bargaining agents.
- 7.3.4 The Employer agrees to provide the Union with office space and standard furnishings (including a telephone, desk, file cabinet and chairs) in an appropriate accessible location on campus. The Union agrees to provide the Employer with a list of those who have access to the office space, and update it when changes occur.

ARTICLE 8: LABOUR MANAGEMENT COMMITTEE

Committee

- 8.1 The Union and the Employer acknowledge the mutual benefit to be derived from joint consultation and therefore agree to the establishment of a combined Labour – Management Committee (LMC) for the bargaining units certified by Certificate Numbers MLB-6838 and MLB-6876, consisting of a maximum of three (3) representatives from each Party.

Purpose

- 8.2 The purpose of the LMC shall be to review matters of interest, to foster and facilitate communications, promote cooperation, understanding and harmonious relations between the Employer and the Union.

Mandate

- 8.3 The LMC shall only review matters of concern arising from the application of this Agreement, excluding any dispute which is at that time being resolved under the grievance and arbitration procedures set out in Article 23 – Grievance Procedure and Arbitration. The LMC shall not have the power to add to, amend or modify the Agreement.

Meetings

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

Minutes

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

ARTICLE 9: REPRESENTATION ON UNIVERSITY BODIES

- 9.1 Any member of the Union, including the President and Vice-President, has the right to attend, as a non-voting observer, open meetings of the Board of Regents. The President of the PSAC local or their Designate shall be entitled to attend meetings of the Board as an observer. The observer shall withdraw from the meeting when an item under consideration relates to labour relations, or is likely to be the subject of litigation between the University and one or more members of an association or union representing employees of the

University. If the President or their Designate wishes to address the Board, they must obtain the prior approval of the chair.

- 9.2 When the agendas, meeting materials, and minutes of Board meetings are provided to members of the Board, they shall also be provided to the Union, except where materials deal with confidential matters of labour relations or matters that may be the subject of litigation as outlined in Clause 9.1.

ARTICLE 10: OFFICIAL EMPLOYEE FILE

- 10.1 There shall be one official Employee file which shall be maintained in confidentiality by and located in the Human Resources Department.
- 10.2 It is the responsibility of the Employee to keep the Human Resources Department and their Researcher informed of their current address.
- 10.3 Upon written request, an Employee shall have the right, within five (5) Working Days, where reasonably practicable, to consult the Employee's own official file in the presence of a representative of the Employer, and, if the Employee so wishes, a representative of the Union. Copies of the documents in an Employee's official file may be made available to that Employee, on request.
- 10.4 An Employee shall have the right to authorize a named representative of the Union (an executive member, a steward or a PSAC staff representative) to examine the Employee's file in the latter's absence. Any such representative shall provide the express written authorization of the Employee to the appropriate official of the Human Resources Department. A separate authorization shall be provided for each such request.
- 10.5 Access to employment files will be in accordance with applicable legislation, including the Freedom of Information and Protection of Privacy Act.
- 10.6 An Employee shall receive a copy of any evaluation placed in their employment file.

ARTICLE 11: EMPLOYMENT EQUITY

- 11.1 The University and the Union recognize and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial barriers in the selection, hiring, training and promotion of women, Aboriginal peoples, persons with disabilities and racialized groups, as well as to cooperate in the identification and implementation of steps (providing that none of the terms and conditions of the Agreement are violated) to improve the employment status of these designated target groups by increasing their participation in all levels of employment within the Bargaining Unit.

ARTICLE 12: POSITION CLASSIFICATION AND RESPONSIBILITIES

Classification of Positions

- 12.1 The position classifications of Employees, which describe the representative duties and requirements of each classification, are as specified in Appendix B hereto.

Revised and New Classifications

- 12.2 Existing classifications may be revised and new classifications established by the Employer during the term of this Agreement. The Employer shall notify the Union by providing a copy of any revised or new classification specification to the Union, along with the rate of pay for the new or revised classification. The Employer and the Union shall review the rate of pay for the new or revised classification if the Union so requests. If the Employer and the Union are

unable to agree upon the rate of pay for the new or revised classification the matter may be referred to arbitration in accordance with Clause 23.10 of the Agreement.

- 12.3 Any disagreement between the Employer and the Union on the rate of pay for a new or revised classification shall not preclude the Employer from filling a position within the new or revised classification.

Responsibilities

- 12.4 The duties and responsibilities shall be as outlined in position postings, and in accordance with the classification specifications.
- 12.5 Employees are expected to familiarize themselves with this Agreement and University policies, and shall act in conformity with their provisions.

ARTICLE 13: POSTING PROCESS AND APPOINTMENTS

13.1 Postings - Effective April 1, 2019

- 13.1.1 Appointments in this Bargaining Unit are normally available to qualified applicants who shall be appointed by the Researcher.
- 13.1.2 Vacancies for positions will be posted for a minimum of seven (7) calendar days utilizing the University's online recruitment system.
- The applications shall be kept on file till the last day of the Academic Term following the end of the appointment.
- 13.1.3 All postings shall include: date of posting, identification of the research project, Researcher, estimate of the number of positions available, minimum hours of work per appointment, estimated total hours of work per appointment, length of appointment, hourly rate, qualifications, summary of required duties, application deadline and procedure, whether the position will be eligible for benefits, indication that it is a unionized position and the bargaining agent is PSAC, and the University's Employment Equity statement.
- 13.1.4 All postings shall be made available to the Union within two (2) working days from the date of posting by the University's online recruitment system.

13.2 Exceptions to Posting

- 13.2.1 The Employer may directly fill positions in the following circumstances:
- (a) In the event of a sudden departure of the incumbent for reasons such as serious illness or resignation, from applications kept on file where possible; or
 - (b) For Salaried Employee positions less than one (1) months in duration, or Hourly Employee positions less than forty (40) hours in duration; or
 - (c) In the event an Employee receives a subsequent appointment with the same Researcher within the same research project, and was not initially directly appointed into their position; or
 - (d) In the event the Researcher wishes to grant an appointment to a student for the purposes of pursuing research activities arising directly from the student's graduate or undergraduate thesis. This appointment shall occur no later than two (2) months following the completion of the student's undergraduate or graduate thesis.
- 13.2.2 The Employer will advise the Union of positions filled under Article 13.2.1 (b) and (d), once per academic term in accordance with Article 7 – Information for the Union, Collective Agreement, and Services and Facilities.

Applications

- 13.3 All applicants for posted position vacancies must apply utilizing the University's on-line recruitment system.

ARTICLE 14: SELECTION AND APPOINTMENT – Effective April 1, 2019

- 14.1 For the purpose of making appointments, the governing factors are qualifications and relevant experience. The Employer may also consider an applicant's documented job performance in a previous appointment which is demonstrably relevant to the position being sought.
- 14.2 Where two or more qualified applicants are considered equally qualified by the Researcher, in relation to the job requirements cited in the posting, seniority shall be the determining factor.
- Notification of Appointment
- 14.3 Successful applicants will receive two (2) copies of the standard employment form or appointment letter, which shall include the position's classification, the Researcher, appointment dates, estimated hours, and rate of pay.
- 14.4 Successful applicants shall indicate acceptance of a position in writing, by signing and returning one of the two copies of the standard employment form or appointment letter, within five (5) working days of receipt of the offer.

ARTICLE 15: SENIORITY

- 15.1 "Seniority", as referred to in this agreement, shall mean length of continuous employment within the bargaining unit. Seniority shall accumulate based on the total number of hours worked in the bargaining unit since date of ratification.
- 15.2 The Employer will maintain one (1) seniority list, for all employees in the bargaining unit. The list shall show the name and hours of seniority of each Employee. Seniority lists will be updated every six (6) months and issued August 31 (June 30 cut-off) and February 28 (December 31 cut-off). Seniority lists shall be posted on the University website.
- 15.3 An Employee shall have thirty (30) calendar days from the posting of each seniority list containing their name to advise the Employer, in writing, of any errors with respect to their listed seniority. Thereafter, the Employee shall be deemed to have accepted the seniority hours posted.
- 15.4 Where two (2) or more Employees have the same number of hours of seniority, and where it becomes necessary to rely on their seniority to resolve a conflict, the conflict shall be resolved by lottery. The lottery will be conducted by the Employer with a Local Union Representative present.
- 15.5 During Employer paid leaves, during all pregnancy and parental leaves, seniority shall continue to accrue.
- 15.6 An Employee shall maintain their seniority for a period of twelve (12) months after the term end date.

ARTICLE 16: WAGES AND EMPLOYEE BENEFITS

- 16.1 Wage rates take effect and are to be paid in accordance with the stipulations of Appendix A.
- 16.2 Employees not entitled to paid annual vacation leave under C4.1 shall receive six percent (6%) of salary as vacation pay. This amount is not included in the hourly rate of pay and shall be identified on the pay statement.

- 16.3 Hourly Employees shall be paid for the general holidays in accordance with The Employment Standards Code.
- 16.4 Employees will be paid on a bi-weekly basis, subject to receipt of approved hours for Hourly Employees, and in accordance with the Employer's payroll schedule.
- 16.5 Employees are to be paid by direct deposit into the account and Canadian financial institution of their choosing.

ARTICLE 17: HOURS OF WORK

- 17.1 Employees shall be compensated for all authorized hours worked.
- 17.2 The weekly standard hours of work for Employees are thirty-five (35) hours.
- 17.3 The Researcher shall advise the Employee of the hours they are authorized to work.

Overtime

- 17.4 Maximum hours of work payable at straight time are thirty-five (35) hours per week. Any and all authorized hours worked in excess of thirty-five (35) hours per week shall be compensated at one and one half (1.5) times the Employee's normal hourly rate of pay.
- 17.5 Employees may be required on occasion, to extend their work day to eight (8) hours which shall be at straight time. The balance of the week must be adjusted to not exceed 35 hours in a week, otherwise overtime will be required to be paid.
- 17.6 All work done in excess of an Employee's regular weekly or daily hours must be approved in advance by the Employee's Researcher.
- 17.7 As Hourly Employees may hold more than one appointment, and in more than one bargaining unit, it is incumbent on the Employee to ensure that they track and monitor their hours and advise their Researcher when their assigned hours may exceed eight (8) hours in a day or thirty-five (35) hours in a week.
- 17.8 Except in cases of emergency, all overtime is on a voluntary basis.
- 17.9 Salaried Employees may be paid for authorized overtime work or may be provided compensatory leave for authorized overtime work at the applicable overtime rate at a time mutually agreeable to the Employee and their Researcher.

Alternate hours

- 17.10 Upon written mutual agreement between the Researcher and the Employee, a Researcher may vary an Employee's standard hours of work for a period of twenty-eight (28) calendar days (the "Specified Period"), provided that over the Specified Period the Employee works an average of thirty-five (35) hours per week. At the end of the Specified Period any hours worked that exceed the total number of hours averaged to thirty-five (35) per week shall be compensated at the applicable overtime rate. This agreement may be for one or more twenty-eight (28) day periods based on the requirements of the research support required.

Example: Specified Period = 28 calendar days or 4 weeks. The Employee may work up to 140 hours (4 weeks x 35 hours). Any hours in excess of 140 hours during the Specified Period would be considered overtime.

Breaks

- 17.11 An Employee shall be entitled to one (1) thirty (30) minute meal break, without pay, for a work period of five (5) or more consecutive hours. This meal period is ordinarily taken in the middle of the regular work day.

ARTICLE 18: LEAVES

- 18.1 All paid leaves are only during the term of the Employee's employment and shall cease at the end of their term.

General and Emergency Leave

- 18.2 An Employee is entitled to up to one (1) working day general leave or emergency leave with pay upon request per calendar year, provided there is a justifiable reason. Any general or emergency leave in addition to this initial paid leave shall be unpaid. Any leave of absence beyond three (3) days shall be applied for and confirmed in writing. Such requests shall not be unreasonably denied.

18.3 Union Leave

- 18.3.1 Whenever possible, an Employee who is a union representative shall investigate Employee complaints or process a grievance or undertake any other Union business, outside of the Employee's scheduled work times. If this is not possible, the Employee will obtain permission of their Researcher prior to leaving work, and such requests shall not be unreasonably denied. This leave shall be without pay.
- 18.3.2 The Employer, upon written application by the Union, will normally grant leave of absence without pay to Employees elected or appointed to represent the Union at labour conferences or conventions provided that the Employee's Researcher is satisfied there will not be an unreasonable disruption of work.
- 18.3.3 The Employer, upon written application by the Union, will normally grant leave of absence without pay to Employees who have been appointed by the Union to participate in collective bargaining with the Employer provided that the Employee's Researcher is satisfied there will not be an unreasonable disruption of work. Either party can bring additional individuals to the bargaining table to assist them with negotiations, provided that reasonable notice is provided to the other team.

Other Leaves

- 18.4 The Employer shall provide Employees with leaves of absence without pay in accordance with the Employment Standards Code as amended from time to time. Information as to all available leaves are found at <http://www.gov.mb.ca/labour/standards/doc.unpaid-leave.factsheet.html>.
- 18.5 A Salaried Employee who has been summoned for jury duty or as a witness by any body in Canada with the power of subpoena shall be granted paid leave of absence during the period of required attendance.
- 18.6 **Domestic Violence Leave**
- 18.6.1 The Employer shall provide eligible Employees with paid leave as outlined in the Employment Standards Code as amended from time to time. Researchers are required to contact Human Resources to determine the appropriate application of the Employment Standards Code as it relates to Domestic Violence Leave requests from Employees. Information on Domestic Violence Leave is found at http://www.gov.mb.ca/labour/standards/doc.domestic_violence_leave.factsheet.html.
- 18.6.2 For the sake of clarity, the duration of the domestic violence leave shall be no less than:

- a) For Employees who have worked for the Employer for at least ninety (90) days, this leave may be accessed in one or both of the following manners, whichever meets the individual needs of the Employee:
 - i. Up to ten (10) days in consecutive or intermittent days in fifty-two (52) week period, as needed by the Employee;
 - ii. Up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period.
- b) Employees are entitled to up to five (5) paid days by domestic violence leave in fifty two (52) week period. Hourly Employees are entitled to be paid at least five (5%) percent of their total regular wages, excluding overtime, in the four (4) weeks immediately prior to the day of leave.

Religious and Cultural Leave

18.7 The Employer recognizes, in accordance with the Manitoba Human Rights Code, that an Employee is entitled to observe their spiritual, cultural and holy practices. Employees shall provide written notice to their Researcher at least ten (10) days in advance of the absence and in the notice ensure that information as to the nature of the spiritual, cultural or holy practice is provided so that the Employer can ensure the request requires accommodation. In situations where an accommodation is required, up to three (3) days of leave without pay shall be granted if the days do not coincide with the general holidays provided in the Employment Standards Code.

18.8 Bereavement Leave

18.8.1 For purposes of this Article, immediate family is defined as spouse, child (including children of spouse or ward of the employee), grandchild, parent (including step parents), brother, sister, step-brother, step-sister, spouse's parent, and any second degree relative who has been residing in the same household as the Employee,.

For the purposes of this Article, extended family is defined as grandparent, aunt, uncle, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

18.8.2 Employees shall be granted up to three (3) consecutive Working Days without loss of salary or wages in the case of a death in the Employee's immediate family. In the case of a death in the Employee's extended family, pursuant to Clause 18.8.3 an Employee shall be granted one (1) Working Day leave without loss of salary or wages.

18.8.3 For Employees other than full-time Salaried Employees, eligibility for paid bereavement leave shall be available only for those days or hours that the Employee had been or is scheduled to work during the leave period.

18.8.4 Where the funeral or service is delayed, the Employee shall be allowed to separate the days of leave under 18.8.2 to coincide with the date of the funeral or service.

18.8.5 Where burial occurs outside of the city in excess of 225 kms, such leave shall also include reasonable unpaid traveling time, not to exceed an additional two (2) days.

Sick Leave

18.9 An Employee who is unable to perform their duties as a result of an illness or injury shall notify their Researcher as soon as reasonably possible in the circumstances and provide an estimate of the length of their absence.

18.10 Pregnancy Leave Without Allowance

18.10.1 A pregnant Employee who has been employed by the Employer for at least seven consecutive months, but who does not meet the eligibility requirements for a pregnancy leave allowance under Clause D5 is entitled to a pregnancy leave without allowance for:

- (a) A period not exceeding seventeen (17) weeks; or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the estimated day of delivery specified on the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.
- 18.10.2 The Employee must provide written notice to the Employer at least four (4) weeks before the start of the pregnancy leave and provide the Employer with a medical certificate specifying the expected date of delivery.
- 18.10.3 The pregnancy leave must commence no later than the date of delivery and must be taken in one consecutive period.
- 18.10.4 An Employee who applies for pregnancy leave without allowance may also apply for Maternity Leave benefits through Employment Insurance.
- 18.10.5 The reinstatement of the Employee shall be in accordance with The Employment Standards Code. Upon return to work a pregnancy leave, an Employee shall resume their former position unless the Employee's appointment(s) has expired.
- 18.11 Parental Leave Without Allowance**
- 18.11.1 Every Employee who:
- (a) becomes the natural parent of a child or who adopts a child, where the adoption occurs or is recognized under the laws of the province; and
 - (b) Completes seven (7) consecutive months of employment with the Employer; and
 - (c) 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 a parental leave without allowance for a period not exceeding sixty-one (61) weeks.
- 18.11.2 Subject to Clause 18.11.3, a parental leave must be completed within seventy-eight (78) weeks of the birth or adoption of the child, or the date on which the child comes into the actual care and custody of the Employee, and must be taken in one consecutive period.
- 18.11.3 Where an Employee intends to take parental leave in addition to a pregnancy leave, the Employee must commence the parental leave immediately upon expiry of the pregnancy leave without a return to work. An adoption leave must commence during the week in which the adoption takes place or the date on which the child comes into the actual care and custody of the Employee. The leave must be taken in one consecutive period.
- 18.11.4 An Employee who applies for parental leave without allowance may also apply for Parental Leave benefits through Employment Insurance.
- 18.11.5 The reinstatement of the Employee shall be in accordance with The Employment Standards Code. Upon return to work from a parental leave, an Employee shall resume their former position unless the Employee's appointment(s) has expired.

ARTICLE 19: PROFESSIONAL DEVELOPMENT, ORIENTATION AND TRAINING

- 19.1 Researchers may provide opportunities to Employees to engage in development activities related to their duties and responsibilities. Such activities include but are not limited to academic conferences, and attending guest lectures. Employees may bring such opportunities to the attention of the Researcher. Such opportunities shall be at the sole discretion of the Researcher.
- 19.2 The Employer shall provide job specific training to all bargaining unit Employees related to their duties and responsibilities, as required. Such training may be provided either by program, department, faculty or university-wide. This will include completion of required

tutorials and review of research policies specific to a research project, as determined by the Researcher.

19.3 The Employer shall develop a one (1) hour online orientation session for Employees. The Union shall be entitled to provide an overview of the role of the Union. Employees shall be encouraged to complete the orientation upon initial University appointment and shall be paid one (1) hour at their applicable hourly rate upon completion of the orientation.

19.4 Time spent attending training mandated by the Researcher or the Employer shall be considered time worked.

ARTICLE 20: EMPLOYEE RESIGNATION AND ABSENCE WITHOUT AUTHORIZATION

20.1 In accordance with the Employment Standards Code in Manitoba, an Employee who has been employed at least thirty (30) days but less than one year shall provide no less than one (1) weeks' notice of their intention to resign, and an Employee who has been employed for at least one year shall provide no less than two weeks' notice.

20.2 Where an employee is absent from work without authorization for three (3) consecutive Working Days normally worked by the Employee, the Employer may deem the Employee to have resigned their employment without notice, unless the Employee can establish that a request for authorization was not possible due to circumstances beyond their control.

ARTICLE 21: SAFETY AND HEALTH

Provisions for Safety and Health

21.1 The Employer shall make all reasonable provisions for the safety and health of Employees during their working hours and shall make every reasonable effort to maintain working conditions in accordance with acceptable standards of safety and health consistent with applicable legislation and regulation.

Safety Equipment

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

Unsafe Work

21.3 No Employee shall be disciplined for exercising their rights under Section 43 of *The Workplace Safety And Health Act of Manitoba*.

Health and Safety Committee

21.4 The Union may appoint one (1) Employee to serve on the University's Workplace Safety and Health Committee. The Employee selected by the Union to attend committee meetings shall be paid for this time. The Employee shall inform their Researcher of such meetings at least five (5) days in advance.

ARTICLE 22: DISCIPLINE AND DISMISSAL

22.1 No Employee shall be disciplined or dismissed except for just and sufficient cause. The disciplinary action taken shall be just and appropriate for the offence. The Employer recognizes that an oral reprimand or a written warning should precede suspension without pay or dismissal, except in the case of gross neglect of duty, position abandonment, or gross misconduct. The Parties agree that disciplinary action is based on the principles of

progressive discipline, however it is understood that steps in the discipline process may be bypassed based on the seriousness of the offence.

- 22.2 The Employer has the right to suspend an Employee with pay where the Employer deems it necessary to conduct a thorough and objective investigation of any matter that may lead to suspension without pay or dismissal, or to protect the safety, security or academic integrity of the University. The Employer shall notify the Union of such suspensions with pay. The Parties agree that any such suspension with pay does not constitute discipline.
- 22.3 Prior to the imposition of discipline, the Employee shall have the opportunity to meet with the Employer. The Employee shall have the right to Union representation at this meeting(s), and the Employer shall advise the Employee of that right. The Employee shall be provided with reasonable advance notice of the meeting and be provided with reasonable time to secure Union representation.
- 22.4 An Employee who is disciplined shall be notified in writing of the nature of the disciplinary action and the reason(s) for the disciplinary action. A copy of the written notification shall be placed in the Employee's personnel file. A copy of the discipline shall be provided to the Union within two (2) Working Days.

Records of Discipline to be Removed

- 22.5 Records of discipline shall be removed from an Employee's file after the completion of eight (8) subsequent months of employment or a twelve (12) month period, whichever is shorter, from the date of the letter and provided that no further discipline has been recorded within the period noted above. In the case of a suspension without pay, where no further disciplinary action has been taken for a period of twelve (12) months of employment, the written notification of discipline shall be removed from the Employee's employment file.

ARTICLE 23: GRIEVANCE PROCEDURE AND ARBITRATION

Grievance

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

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

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

Grievor

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

Grievance Procedures

- 23.4 Should a dispute arise between the Union or an Employee and the Employer, a good faith effort shall be made to settle the dispute. Nothing precludes the Parties from resolving a grievance via mediation, informal discussion or in any other manner that they deem

appropriate. Where this does not result in a satisfactory resolution, a formal grievance may be filed in the manner set out below.

Union Grievance

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

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

23.7 Grievance Steps

Step I

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

Step II

- a) If the Step I meeting and response does not resolve the grievance, the Union may submit the grievance to the applicable Vice-President, with a copy to Human Resources, within ten (10) Working Days of receipt of the Step I response.
- b) Within ten (10) Working Days of receipt of the grievance at this step, the Vice-President or their Designate and a representative from Human Resources shall meet with the Union's representative(s) and any Employee(s) affected. The Employer shall provide its response within ten (10) Working Days of the meeting at Step II.

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

23.9 The Employer shall attempt to schedule grievance meetings with an Employee at times that do not interfere with their employment duties. Where this is not possible, they shall be permitted the required time off to attend such meetings with the Employer without loss of pay or benefits.

23.10 Arbitration

23.10.1 The Union may, within twenty (20) Working Days of receipt of the response after Step II, give written notice to the Chief Human Resources Officer of its intention to submit the matter in dispute to an arbitrator for arbitration.

23.10.2 The decision of the Arbitrator shall be final and binding on the Employee, the Union and the Employer.

23.10.3 The Parties agree that the following persons shall serve as the sole arbitrator on a rotating basis:

- (a) Michael Werier
- (b) Bill Hamilton
- (c) Blair Graham

- 23.10.4 The persons specified in Clause 23.10.3 above shall serve in rotation according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, the next person on the list shall be selected until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement, the Parties may select an arbitrator not on the list.
- 23.10.5 The arbitrator shall have the duty and power to adjudicate all differences between the Parties in accordance with the *Manitoba Labour Relations Act*, as amended from time to time.
- 23.10.6 Arbitrations shall be held at a location outside the Employer's premises, unless the Parties agree to hold the hearings on the Employer's premises in which case the Employer shall provide appropriate space for the hearing and each of the Parties.
- 23.10.7 The Parties shall make every reasonable effort to schedule arbitrations at times that do not interfere with the employment duties of the grievor and other Employees whose attendance is required at the arbitration. Where this is not possible, the grievor and other Employees shall be permitted the required time off to attend the arbitration as necessary without loss of pay or benefits.
- 23.10.8 Each Party shall be responsible for their own expenses of preparing and presenting the case to arbitration, subject to the award of costs by the arbitrator as part of the remedy. The costs of the arbitration, including the remuneration of the arbitrator, shall be shared equally by both Parties.

Employer Grievance

- 23.11 An Employer grievance is a grievance initiated by the Employer. An Employer grievance shall be set forth in writing and presented to the Business Office of the Union within twenty (20) Working Days from the date of the occurrence of the circumstances giving rise to the grievance. The Union shall have twenty (20) Working Days from date of receipt of the grievance in which to reply in writing to the Employer. If the reply provided by the Union does not resolve the grievance and the Employer wishes to proceed with the grievance, then within twenty (20) Working Days of receipt of the Union's reply, the grievance shall be referred to arbitration in accordance with the provisions of Clause 23.10.

Technical Irregularities

- 23.12 No technical violation or irregularity occasioned by a clerical or typographical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

Time Limits

- 23.13 Time limits as established in this Article shall be complied with unless extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld. If a grievance is not responded to within the time limits as established or as mutually extended the grievance may be referred to the next step of the grievance procedure.

Step Bypassing

- 23.14 One or more of the steps of the grievance procedure may be bypassed by mutual agreement between the Employer and the Union.

- 23.15 No Employee shall be subject to reprisal for exercising their grievance rights under this Agreement.

ARTICLE 24: JOB RELATED RESOURCES AND TRAVEL EXPENSES

- 24.1 The Employer shall provide all Employees with the job-related resources that the Researcher deems necessary to perform their duties, at no cost to the Employee during the term of their appointment. The Employee shall be responsible for the reasonable care of the resources while same are in their charge. Resources purchased by the Employer remain the property of the Employer and are to be returned at the end of the term of employment.
- 24.2 The Employer shall pay all reasonable travel expenses for employment-related activities off campus, in accordance with University policy and rates governing travel expenses. Approval for such expenses shall be requested of the Researcher in advance, except in exceptional circumstances.
- 24.3 Should the Employee be required to use their personal vehicle for University business, this will be indicated in the job posting and mileage shall be compensated in accordance with University rates.

ARTICLE 25: TECHNOLOGICAL CHANGE

- 25.1 The Parties define technological change as being a change in the Employer's operation directly related to the introduction of equipment which will result in changes to the employment status or significant changes in the terms and conditions of employment for a significant number of Employees in the Bargaining Unit.
- 25.2 The Employer will give the Union written notice of at least ninety (90) days prior to the introduction of technological change, except where this is not possible due to unforeseen or emergency circumstances, in which case the Union will be given as much notice as possible.
- 25.3 The notice will provide information regarding the nature of the technological change, the approximate number and type of employees likely to be affected, and the expected date of implementation of the change.
- 25.4 During the notice period, the Parties shall hold meaningful consultations on the implications arising from technological change. Where such consultations involve technological change which is likely to affect the income and/or security of employment, the Parties agree to make every reasonable effort to avoid or minimize adverse effects on Members of the Bargaining Unit, but in no case will an Employee's income be negatively impacted during the current academic term.
- 25.5 When the Employer introduces new equipment that results in a significant change to the core functions of a current Employee's job, the Employer will provide the necessary retraining, at the Employer's expense, in the operation of such equipment. All hours spent in training shall be considered hours worked.

ARTICLE 26: CONFIDENTIALITY, CONFLICT OF INTEREST, AND RESPONSIBLE CONDUCT OF RESEARCH

- 26.1 All Employees will be formally advised of and are required to conduct themselves in accordance with University policies governing confidentiality, conflict of interest, and responsible conduct of research. The Employer will provide Employees with the link to these relevant policies. Upon request, they will be provided in an accessible format.
- 26.2 Employees shall be required to declare any potential or perceived conflicts of interest to their Researcher. The goal will be to resolve the matter in an open and collaborative manner.

- 26.3 Employees of this bargaining unit may have access to personal and confidential information related to research participants and research data, and are required to conduct themselves in accordance with University and granting agency requirements regarding research, with particular attention to confidentiality and data security. Employees shall not, after their employment with the University, retain this data or disclose it to any third party unless specifically authorized to do so.

ARTICLE 27: INTELLECTUAL PROPERTY

- 27.1 Intellectual Property ("IP") is governed by the Employer's Responsible Conduct of Research and Scholarship Policy, dated March 19, 2018, as amended from time to time.
- 27.2 In an academic research environment, collaboration and teamwork are common. The Responsible Conduct of Research and Scholarship Policy provides a framework that ensures appropriate acknowledgment for Employees who have made material contribution to research.
- 27.3 Any disputes arising from administration of this Article shall first be addressed in accordance with the procedures established by the Employer in the Responsible Conduct of Research and Scholarship Policy. An Employee may also file a grievance following the conclusion of the policy process to address any outstanding matters or issues of procedural fairness.
- 27.4 Where an Employee is summoned to a meeting or interview in relation to an investigation under the Responsible Conduct of Research and Scholarship Policy, the Employer shall inform the Employee of their right to Union representation.

ARTICLE 28: EFFECTIVE DATE AND DURATION OF AGREEMENT

- 28.1 This Collective Agreement shall be in effect from May 31, 2012 to March 31, 2023.
- 28.2 **Changes in Collective Agreement**
Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both Parties during the existence of this Collective Agreement.
- 28.3 **Notice of Renewal**
Either Party desiring to propose changes or amendments to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give written notice thereof to the other.
- 28.4 Within such time as may be mutually agreed upon, the Parties shall enter into negotiations for renewal or revision of the Collective Agreement.

THE COLLECTIVE AGREEMENT

SIGNED AT WINNIPEG

This 18th day of the month of April, 2019

For the UNIVERSITY OF WINNIPEG



Annette Trimbee, President



Laurel Repski, Chief Negotiator



Doug Goltz



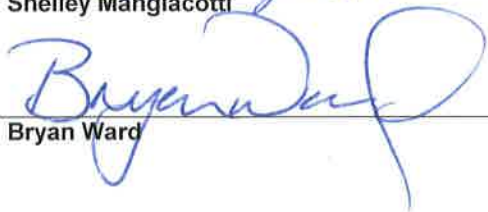
Jino Distasio



Catherine Taylor



Shelley Mangiacotti



Bryan Ward

For the PUBLIC SERVICE ALLIANCE OF CANADA



Marianne Hladun, Regional Executive Vice-President,
Prairies



Mathieu Brulé, Negotiator



Steven McCulloch



Rachel Dunsmore



Ganesh Tailor

APPENDICES

APPENDIX A – WAGE RATES

Hourly Rates – Research Assistants

	2019 February 11, 2019 - March 23, 2019	+ 1.5% 2019/20 March 24, 2019 - March 21, 2020	+ 1.5% 2020/21 March 22, 2020 - March 20, 2021	+ 1.5% 2021/22 March 21, 2021 - March 19, 2022	+ 1.5% 2022/23 March 20, 2022 - March 18, 2023
Research Assistant (hourly rate)	\$ 14.18	\$ 14.39	\$ 14.61	\$ 14.83	\$ 15.05

Minimum Hourly Rates – Senior Research Assistants

	2019 February 11, 2019 - March 23, 2019	+ 1.5% 2019/20 March 24, 2019 - March 21, 2020	+ 1.5% 2020/21 March 22, 2020 - March 20, 2021	+ 1.5% 2021/22 March 21, 2021 - March 19, 2022	+ 1.5% 2022/23 March 20, 2022 - March 18, 2023
Senior Research Assistant (minimum hourly rate)	\$ 16.96	\$ 17.21	\$ 17.47	\$ 17.73	\$ 18.00

NOTE: See Article 16 – Wages and Employee Benefits regarding 6% vacation pay eligibility

February 11, 2019 - March 23, 2019

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Research	Annual	\$ 51,724.40	\$ 53,326.00	\$ 54,909.40	\$ 56,511.00	\$ 58,112.60	\$ 59,677.80
Associate	Hourly	\$ 28.42	\$ 29.30	\$ 30.17	\$ 31.05	\$ 31.93	\$ 32.79
Sr. Research	Annual	\$ 63,135.80	\$ 65,119.60	\$ 67,121.60	\$ 69,105.40	\$ 71,107.40	\$ 73,091.20
Associate	Hourly	\$ 34.69	\$ 35.78	\$ 36.88	\$ 37.97	\$ 39.07	\$ 40.16

March 24, 2019 - March 21, 2020

Adds 1.5% to 2018 Rates

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Research	Annual	\$ 52,507.00	\$ 54,126.80	\$ 55,728.40	\$ 57,366.40	\$ 58,986.20	\$ 60,569.60
Associate	Hourly	\$ 28.85	\$ 29.74	\$ 30.62	\$ 31.52	\$ 32.41	\$ 33.28
Sr. Research	Annual	\$ 64,082.84	\$ 66,102.40	\$ 68,122.60	\$ 70,142.80	\$ 72,181.20	\$ 74,183.20
Associate	Hourly	\$ 35.21	\$ 36.32	\$ 37.43	\$ 38.54	\$ 39.66	\$ 40.76

March 22, 2020 - March 20, 2021

Adds 1.5% to 2019 Rates

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Research	Annual	\$ 53,289.60	\$ 54,945.80	\$ 56,565.60	\$ 58,221.80	\$ 59,878.80	\$ 61,479.60
Associate	Hourly	\$ 29.28	\$ 30.19	\$ 31.08	\$ 31.99	\$ 32.90	\$ 33.78
Sr. Research	Annual	\$ 65,046.80	\$ 67,085.20	\$ 69,141.80	\$ 71,198.40	\$ 73,255.00	\$ 75,293.40
Associate	Hourly	\$ 35.74	\$ 36.86	\$ 37.99	\$ 39.12	\$ 40.25	\$ 41.37

March 21, 2021 - March 19, 2022

Adds 1.5% to 2020 Rates

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Research	Annual	\$ 54,090.40	\$ 55,764.80	\$ 57,421.00	\$ 59,095.40	\$ 60,769.80	\$ 62,407.80
Associate	Hourly	\$ 29.72	\$ 30.64	\$ 31.55	\$ 32.47	\$ 33.39	\$ 34.29
Sr. Research	Annual	\$ 66,029.60	\$ 68,086.20	\$ 70,179.20	\$ 72,272.20	\$ 74,347.00	\$ 76,421.80
Associate	Hourly	\$ 36.28	\$ 37.41	\$ 38.56	\$ 39.71	\$ 40.85	\$ 41.99

March 20, 2022 - March 18, 2023

Adds 1.5% to 2021 Rates

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Research	Annual	\$ 54,909.40	\$ 56,602.00	\$ 58,276.40	\$ 59,987.20	\$ 61,679.80	\$ 63,336.00
Associate	Hourly	\$ 30.17	\$ 31.10	\$ 32.02	\$ 32.96	\$ 33.89	\$ 34.80
Sr. Research	Annual	\$ 67,012.40	\$ 69,105.40	\$ 71,234.80	\$ 73,364.20	\$ 75,457.20	\$ 77,568.40
Associate	Hourly	\$ 36.82	\$ 37.97	\$ 39.14	\$ 40.31	\$ 41.46	\$ 42.62

APPENDIX B – CLASSIFICATION SERIES

Research Assistants / Research Associates

Research Assistants

Research Assistants are students, normally in a University of Winnipeg undergraduate program, employed to assist with tasks related to research in the student's area of study. Work is performed within defined guidelines and under supervision of a more senior researcher or faculty member.

Representative Duties and Responsibilities:

1. Prepare equipment and materials for research.
2. Perform academic research, standard tests and experiments.
3. Monitor and document research status and findings.
4. Assist with duties related to the production of articles, publications, reports and presentations.
5. Prepare literature reviews.
6. Assist in data collection, data entry, analysis and interpretation.
7. Assist in the acquisition of research materials and supplies.
8. Perform data/word processing, routine computations, and record keeping.
9. Perform routine clerical and administrative duties to support research activities.
10. Perform other duties as required or assigned.

Senior Research Assistants

Senior Research Assistants are graduate students, or University of Winnipeg undergraduate students, employed to assist in the execution and evaluation of research projects in their area of study. The positions may oversee Research Assistants in areas such as the use of proper techniques, analysis, and documentation.

Senior Research Assistants work under the general supervision or direction of more senior researchers or faculty members, and are expected to exercise judgment in prioritizing, planning and organizing their own work within defined parameters.

Representative Duties and Responsibilities: In addition to Research Assistant duties –

1. Assist in the execution and evaluation of research projects, including literature reviews, surveys, focus groups, data integration and analysis.
2. Assist in preparing articles, publications, reports and presentations.
3. Prepare materials for submission to research funding agencies and foundations.
4. Monitor project budget and make approved purchases on request.
5. Assist in seeking publication opportunities for the research team.
6. Maintain communications and outreach to research partners and sponsors.
7. Perform other duties as required or assigned.

Research Associates and Senior Research Associates

Research Associates and Senior Research Associates are researchers with qualifications and expertise to conduct independent research in collaboration with, and under the general direction of researchers and faculty members. The positions differ from Senior Research Assistants in task complexity and in scope of responsibility, which may include managing research resources, supervising researchers and technical personnel, and coordinating a large portion of the project. Work activities are typically carried out independently, under general direction, in line with established policies and objectives. Positions will normally hold a Master's degree or higher.

Research Associates

Under the general direction of, and in collaboration with researchers and faculty members, positions at this level apply extensive knowledge in their field to *perform* high-level, complex research activities, and will normally hold a Master's degree. Individuals with training beyond a Master's degree who have limited experience may also be appointed into this classification level.

Representative Duties and Responsibilities:

1. Design and implement experiments, data collection protocols, and standards.
2. Determine the appropriate methodology to carry out identified research goals.
3. Recruit research participants.
4. Conduct high-level and complex academic research and literature searches.
5. Collect and manage research data, conduct advanced analysis of research results and document findings.
6. Interpret research findings and perform editorial tasks.
7. Present project status and findings to stakeholders.
8. Organize and host seminars, focus groups, community meetings, special events, and other forms of public engagement.
9. Identify and assist in securing funding opportunities; prepare and submit documentations required by funding agencies.
10. Support project procurement and staff supervision.
11. Contribute to overall activities and internal operations related to the research project.
12. Perform other duties, including administrative support, as required or assigned.

Senior Research Associates

Under the general direction of, and in collaboration with researchers and faculty members, positions at this level apply extensive knowledge in their field to *lead* high-level, complex research projects. Compared to Research Associates, these positions exercise greater input and judgment over the research, may be involved in setting research program objectives, and may be responsible for managing the team and project funds. Senior Research Associates would normally hold a doctoral degree or have equivalent qualifications and experience.

Representative Duties and Responsibilities:

1. Collaborate with researchers and faculty members to establish research objectives, analytical protocols and guidelines, and deadlines.
2. Oversee project and operation level management of the research, including research funds, personnel, analysis of research results, and technical output.
3. Conduct quality analysis on research operations and methodologies.
4. Liaise with external research partners.
5. Perform duties of Research Associates or other related duties, as required or assigned.

APPENDIX C - SALARY ADMINISTRATION, EMPLOYEE BENEFITS AND LEAVES – SALARIED EMPLOYEES

The following clauses shall only be applicable to Salaried Employees:

C1 Anniversary Increments

C1.1 An Employee's "Anniversary Increment Date" is the date on which the Employee has accumulated the equivalent of one (1) year of service (excluding overtime hours) since their current appointment date in the current classification.

C1.2 Subject to the provisions of Clause C1.3, an Employee's step shall be increased to the next higher step, if any, within the payscale for their position on their Anniversary Increment Date, and the Employee's salary shall, if necessary, be increased to the salary for that higher step. This process shall be referred to as an "Anniversary Increment".

Salary adjustments, if applicable, shall be effective the first day of the pay period in which their Anniversary Increment Date falls.

C1.3 An Employee's performance shall be fairly evaluated by the Researcher prior to an Employee's Anniversary Increment Date. The results of this evaluation shall be recorded on a performance review form. To complete the performance review process:

- a) The Researcher shall discuss the completed form with the Employee, a copy of which shall be provided to the Employee.
- b) The Employee may then, if they choose, add their own comments to the form and/or make such comments in a separate document which the Researcher shall, upon receipt, attach to the form.
- c) Should an Employee's performance be deemed by the Researcher to be "Unsatisfactory," the Employer may withhold the Employee's Anniversary Increment, provided that:
 - i. the Researcher gives the Employee a copy of the form outlining the reasons for the "Unsatisfactory" rating and discusses with the Employee the performance improvement required; and
 - ii. the performance review form specifies a date, not less than twenty (20) or more than sixty (60) working days after the Anniversary Increment Date, when the Employee's performance shall again be fairly evaluated using the same performance review format. Should an Employee who received an "Unsatisfactory" rating on their initial performance review take any approved leave in the period between their initial review and their second review, the date of their second review shall be extended by the length of their approved leave.
- d) If the Employee's performance remains "Unsatisfactory", the Employer shall withhold the Employee's Anniversary Increment. Otherwise, the Employee's Anniversary Increment shall be implemented effective from the latest specified review date.

C1.4 An Employee's Anniversary Increment Date shall not change as a result of the application of the provisions of clause C1.3. Application of this clause does not preclude the taking of any disciplinary action as outlined in Article 22.

C1.5 When an Employee's Anniversary Increment Date falls during a period when the Employee is on sick leave, the decision to grant or withhold an increment may be postponed until the Employee's return to work. When the decision to grant or withhold an increment has been postponed and the Employee does not return to work but goes directly on to disability, then the decision to grant or withhold the increment shall be made on the last day of the Employee's sick leave. Increments granted pursuant to this Clause shall be retroactive to the Employee's Anniversary Increment Date.

C2 Benefits

C2.1 Full-time Salaried Employees on appointments with a duration of more than eight (8) months and part-time Salaried Employees with appointments of .5 FTE or greater with a duration of twelve (12) months or more are entitled to participate in the Employer's employee benefit plans in accordance with the plans' provisions as amended from time to time.

C2.2 Salaried Employees shall be eligible to apply for up to \$100 from the University of Winnipeg's Wellness & Sustainability Account.

C3 **Designated Paid Holidays**

C3.1 The following days shall be observed as paid holidays as designated by the University:

- a) New Year's Day
- b) Louis Riel Day
- c) Good Friday
- d) Victoria Day
- e) Canada Day
- f) Terry Fox Day
- g) Labour Day
- h) Remembrance Day
- i) Thanksgiving Day
- j) Christmas Day
- k) Boxing Day (December 26)

And any other day or days proclaimed by the Federal, Provincial, or University authorities.

C3.2 When any of the aforementioned holidays fall on a Saturday or Sunday, the Employer shall designate another working day to be observed as the holiday in lieu thereof for Employees not normally scheduled to work on Saturday or Sunday. In this instance another day which immediately precedes or follows a weekend or another declared holiday shall be designated.

C3.3 Where an Employee is scheduled to work on a paid holiday, the Employee shall be paid at the overtime rate for all hours worked in addition to their regular earnings for the paid holiday.

Payment made in accordance with this clause shall constitute full compensation for the Employee in lieu of the observance of the paid holiday.

C4 **Paid Vacation Leave**

C4.1 Vacation Leave for Salaried Employees appointed for 12 months or more, hired on or after the date of ratification is as specified below:

Accumulated Service in Years at March 31 st	Days of Vacation per Bi-Weekly Period worked	Days of Annual Vacation Full-time Equivalent
0.00 to 5.99	.58	15 days
6.00 to 11.99	.77	20 days
12.00 to 19.99	.96	25 days
20.00 or more years	1.15	30 days

C4.2 The vacation year is April 1st through March 31st. Vacation entitlement is to be taken during the year it occurs and it is expected that Employees will take all of their vacation entitlement within each 12 month period following their appointment date.

C4.3 A Salaried Employee appointed on a part-time basis for more than twelve (12) months shall have their vacation entitlement prorated for use during the period of their appointment.

C4.4 Where possible, vacation dates shall be arranged so that they are mutually satisfactory to the Employee and the Researcher.

C4.5 If the Employee and the Researcher cannot agree on when the vacation can be taken, the Researcher may set the date(s) of the vacation period, which shall not be for less than a

week at a time. The Employee shall be provided fifteen (15) calendar days' notice prior to the start of the vacation.

- C4.6 The Researcher shall give an Employee reasonable notice of approval, rejection or cancellation of a request for vacation leave with pay. In the case of rejection or cancellation of such leave, the Employer shall give the reason in writing, upon written request from the Employee.
- C4.7 In cases where more than one (1) Employee requests vacation leave in the same specific period, and granting these requests would create an unreasonable disruption of work, and if the parties do not come to a mutually agreeable solution, seniority as defined in Article 15 - Seniority, shall be used as the determining factor for granting such requests.
- C4.8 Employees will be provided their vacation entitlement as an advance. Upon termination, a reconciliation of vacation earned versus vacation taken shall be completed and any vacation time used in excess of their accrued amount shall be deducted from the Employee's final pay.

C5 **Early Termination**

C5.1 **Notice of Termination –**

If the employment of a Salaried Employee is terminated early by the Employer for reasons other than discipline, the Employer shall provide the Employee written notice of the termination or the equivalent pay in lieu of notice as follows:

- a) Two (2) weeks for Employees appointed to a term of less than one (1) year;
- b) Three (3) weeks for Employees appointed to a term of at least one (1) and less than three (3) years;
- c) Four (4) weeks for Employees appointed to a term of at least three (3) and less than five (5) years;
- d) Six (6) weeks for Employees appointed to a term of at least five (5) years and less than ten (10) years
- e) Eight (8) weeks for Employees appointed to a term of at least ten (10) years.

Where an Employee has held contiguous term appointments, the total duration of the contiguous appointments shall be considered when determining the amount of notice to be provided.

- C5.2 When the early termination of one or more Salaried Employees within a research project is required, this shall be carried out in reverse order of seniority by classification, providing those retained are qualified and able to perform the work remaining to be done. In cases where the criteria of early termination is not carried out in reverse order of seniority, the Employer shall notify the Union and provide a written explanation within five (5) working days.

Sick Leave – Salaried Employees on Term Appointments

Sick Leave

- C6 Salaried Employees in Term Appointments shall be eligible for one half (0.5) day of sick leave with pay per month of their appointment, to a maximum of six (6) days per twelve (12) month period.

C7 **Short Term Disability**

- C7.1 Salaried Employees on Term Appointments are eligible to apply for the short term disability plan which provides income protection benefits for up to one hundred and five (105) calendar days. The plan provides approved Employees with 66 2/3% of weekly earnings after the seven (7) calendar day waiting period for accident or illness, or upon the first day of absence for hospitalization or surgery.

- C7.2 The Employee shall continue to receive one hundred percent (100%) of their regular wages during the waiting period.
- C7.3 The Employee shall pay the plan premiums and the benefits are non-taxable.
- C7.4 The Employee may be required to provide a satisfactory medical certificate in order to receive short term disability benefits.
- C7.5 If the Employee is unable to return to work after exhausting short term disability benefits, they may apply for benefits under the long term disability plan that provides income protection benefits to approved Employees after an elimination period of one hundred and five (105) calendar days.

APPENDIX D - EMPLOYEES IN CONTINUING APPOINTMENTS

The following clauses shall only be applicable to employees with continuing appointments:

LEAVES

D1 Sick Leave

- D1.1 Employees are eligible to receive paid sick leave at one hundred percent (100%) of salary for the duration of the illness or injury up to a maximum of one hundred and eighty (180) calendar days.
- D1.2 The Employer may require that the Employee provide a satisfactory medical certificate in order to receive paid sick leave.
- D1.3 When it is determined that an Employee who has been absent on sick leave is able to return to work and has a reoccurrence of the same or related injury or illness, then the following shall apply:
- a) If the return is for at least sixty (60) calendar days, then the one hundred eighty (180) calendar day count shall be reset and the Employee shall be eligible for one hundred and eighty (180) calendar days of sick leave in the event of injury or illness.
 - b) If the return is for less than sixty (60) calendar days then the Employee shall return to sick leave and the remaining portion of the one hundred and eighty (180) calendar day count shall continue from the point at which it was suspended by the Employee's return to work.
- D1.4 An Employee who had made application for benefits under the Long Term Disability Plan and is awaiting the insurer's decision on the application, or has been declined by the insurer and is either in the process of appealing the insurer's decision or has exhausted the appeal process, is entitled to a maximum of twenty-four (24) months leave without pay for health reasons. The leave without pay for health reasons would commence immediately after expiration of the Employee's sick leave entitlement in accordance with Clause D1 or upon termination of Long Term Disability benefits, and is subject to the Employee providing satisfactory medical documentation.

Return to Work After Sick Leave or Long Term Disability

- D2 An Employee who is able to return to work prior to the expiration of their sick leave period shall be returned to their former position, unless it has been determined that the position is no longer required. If the position is no longer required, the provisions of Clause D7 Position Discontinuance shall be applied.
- D3 Manitoba Public Insurance Wage Loss Replacement Benefits
- D3.1 Manitoba Public Insurance (MPI) provides wage loss replacement benefits resulting from motor vehicle accidents regardless of the existence of sick leave benefits provided by Employers. Employees should not receive combined salary and wage loss benefits in excess of 100% of sick leave salary from the two sources for the same absence from work.
- D3.2 An Employee who qualifies for wage loss replacement benefits from Manitoba Public Insurance shall either:
- a) Continue to receive their regular salary, as if on sick leave benefits from the University, and have the wages loss replacement benefits resulting from the motor vehicle accident reimbursed to the University and offset against the Employee's salary so as to preserve the non-taxable nature of MPI benefits, or
 - b) If the process in a) above is problematic to either the Employer or the Employee, the Employee shall receive their wage loss replacement benefits from MPI and the Employer will pay to the Employee a top-up sick leave benefit equal to the difference

between the Employee's sick leave salary for the period of absence from work related to the injury and the MPI wage loss replacement benefits.

- D3.3 *For the purposes of the Collective Agreement, the Employee shall be considered as on sick leave for the duration of entitlement to wage loss replacement benefits or until all sick leave entitlement has been taken in which case the normal provisions of long term disability coverage shall apply.*
- D3.4 Normal pension and benefit contributions shall be continued based on the Employee's regular salary while on sick leave.
- D3.5 The parties will meet and attempt to resolve any problems which may arise out of the implementation of this Clause.
- D4 **Canada Pension Plan Disability Benefits**
- D4.1 The Canada Pension Plan (CPP) provides taxable disability benefits to CPP contributors who are unable to work due to a severe and prolonged disability regardless of the existence of sick leave benefits provided by their employer. Employees shall not receive combined salary and CPP disability benefits in excess of one hundred percent (100%) of salary from the two (2) sources for the same absence from work.
- D4.2 An Employee who qualifies for CPP disability benefits shall either:
- a) Continue to receive their salary from the Employer, as if on sick leave, and reimburse the Employer for the CPP disability benefits offset against the Employee's salary; or
 - b) Receive disability benefits from CPP, and the Employer will pay to the Employee a top-up sick leave equal to the difference between the Employee's sick leave salary for the period of absence from work due to the illness or injury and the CPP disability benefits.
- D4.3 For Purposes of the Agreement, the Employee shall be considered on sick leave for the duration of the entitlement, which can be comprised of CPP disability benefits or sick leave entitlements or a combination of the two up to a maximum of one hundred eighty (180) calendar days, after which the provisions of the Long Term Disability Plan shall apply. Pension contributions and benefit premiums shall be continued based on the Employee's regular salary while on sick leave.
- D5 **Pregnancy Leave with Allowance**
- D5.1 For the purpose of Clause D5.4:
- (a) "Employment Insurance Standard Benefit" means the standard parental benefit of up to thirty-five (35) weeks at a benefit rate of fifty-five percent (55%) of average weekly earnings; and
 - (b) "Employment Insurance Extended Benefit" means the extended parental benefit of up to sixty-one (61) weeks at a benefit rate of thirty-three percent (33%) of average weekly earnings.
- D5.2 In order to qualify an Employee must:
- (a) Complete nine (9) months of paid employment with the Employer immediately prior to the pregnancy leave in a continuing appointment; and
 - (b) Submit to the Employer an application in writing for leave at least four (4) weeks prior to the commencement of the proposed leave; and
 - (c) Provide the Employer with a certificate from a duly qualified medical practitioner certifying that the Employee is pregnant and specifying the estimated date of their delivery.

- D5.3 An Employee who qualifies is entitled to a pregnancy leave consisting of:
- (a) A period not exceeding (17) weeks; or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the estimated day of delivery specified on the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.
- D5.4 During the period of pregnancy leave an Employee who has applied for and received maternity leave Employment Insurance Benefits pursuant to the Employment Insurance Act and who has met the eligibility requirements in Clause D5.2, is entitled to a pregnancy leave allowance calculated as follows:
- (a) For any waiting period, the Employee shall receive ninety-five percent (95%) of the Employee's weekly salary; and
 - (b) Up to a maximum of seventeen (17) weeks, including the waiting period in D5.4 (a), the Employee shall receive payments equivalent to the difference between the Employment Insurance Standard Benefit they are eligible to receive and ninety-five percent (95%) of the Employee's weekly salary.
 - (c) The combination of Employment Insurance benefits and any earnings received from all sources cannot in respect of any week exceed ninety-five percent (95%) of the Employee's weekly salary.
- D5.5 The pregnancy leave must commence no later than the date of delivery. The leave must be taken in one consecutive period.
- D5.6 Any contributions to the pension plan and staff benefits plans shall be continued by the Employer and the Employee throughout the period of paid leave on the basis of one hundred percent (100%) of annual salary. The Employee's contributions will be deducted from the pregnancy leave allowance payable.
- D5.7 An Employee who has been granted a pregnancy leave with allowance shall, upon written application for such additional leave, be granted an additional contiguous leave (with or without allowance, as the case may be) such that the total length of the pregnancy leave plus any additional leave is less than or equal to seventy-eight (78) weeks.
- D5.8 An Employee who has been granted a pregnancy leave with allowance shall be required to sign an agreement with the Employer acknowledging that:
- (a) The Employee will return to work upon the expiration of their pregnancy leave, unless this date is modified by the Employer, for an period of service (excluding sick leave) equivalent to the pregnancy leave taken; and
 - (b) Should the Employee not return to work as provided under (a), they will be required to repay the gross amount of pregnancy leave allowance as specified in Clause D5.4, the Employer's share of pension contributions, and benefits received from the Employer during the pregnancy leave. In the event that the Employee returns to work for a period of service less than the period defined in (a) above, the repayment amount shall be pro-rated based upon the number of days remaining on the return to service commitment.
- D5.9 An Employee who wishes to resume their employment on the expiration of pregnancy leave with allowance granted in accordance with the above shall be reinstated by the Employer in the position occupied by the Employee at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- D6 **Parental Leave with Allowance**
- D6.1 In order to qualify for a leave with allowance an Employee must:

- (a) Become the natural parent of a child or adopt a child, where the adoption occurs or is recognized under the laws of the province; and
- (b) Complete nine (9) consecutive months of employment inclusive of any pregnancy leave taken immediately prior to the parental leave in a continuing appointment; and
- (c) Submit 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.

D6.2 During the period of parental leave an Employee who has applied for and received parental leave Employment Insurance Benefits pursuant to the Employment Insurance Act and who has met the eligibility requirements in Clause D6.1 (a), (b), and (c) is entitled to a parental leave allowance calculated as follows:

- (a) Where Employment Insurance has determined that there will be a waiting period before Employment Insurance parental benefits begin, the Employee shall receive payments equivalent to ninety-five percent (95%) of the Employee's weekly salary during the waiting period; plus
- (b) The Employee shall receive payments equivalent to the difference between the Employment Insurance Standard benefits they are eligible to receive and ninety-five percent (95%) of the Employee's weekly salary for a maximum of fifteen (15) weeks including the waiting period.;
- (c) The combination of Employment Insurance benefits and any earnings received from all sources cannot in respect of any week exceed ninety-five (95%) of the Employee's weekly salary.

D6.3 If a new born or adopted child is confined to a hospital for at least one week, then:

- (a) For every week that the child is in the hospital, an Employee who is in receipt of pregnancy or parental leave with allowance at the time of the confinement, shall be eligible for one additional week parental leave with allowance to immediately follow the pregnancy or initial parental leave for a maximum of twenty (20) weeks.
- (b) During a paid parental leave as set out in D6.3(a), the Employee shall receive payments equivalent to the difference between Employment Insurance benefits they are eligible to receive and ninety-five percent (95%) of the Employee's weekly salary.
- (c) The combination of Employment Insurance benefits and any earnings received from all sources cannot in respect of any week exceed ninety-five (95%) of the Employee's weekly salary.

D6.4 A parental leave must be completed within seventy-eight (78) weeks of the birth or adoption of the child, or the date on which the child comes into the actual care and custody of the Employee, and must be taken in one consecutive period.

D6.5 Where an Employee intends to take parental leave in addition to pregnancy leave, the Employee must commence the parental leave immediately upon expiry of the pregnancy leave without a return to work.

D6.6 Contributions to the pension plan and staff benefits plans shall be continued by the Employer and the Employee throughout the paid period of parental leave on the basis of one hundred percent (100%) of annual salary. The Employee's contributions will be deducted from the parental leave allowance payable.

D6.7 An Employee who wishes to resume their employment on the expiration of parental leave with allowance granted in accordance with the above shall be reinstated by the Employer in

the position occupied by the Employee at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

- D6.8 An Employee in receipt of parental leave allowance payments shall not be entitled to a paid leave of absence during the period of parental leave.
- D6.9 An Employee who has been granted a parental leave with allowance which is not preceded by a pregnancy leave shall, upon written application for such additional leave, be granted an additional contiguous leave without pay such that the total length of the parental leave with allowance plus the additional leave without pay is less than or equal to sixty-one (61) weeks.
- D6.10 An Employee who has been granted a parental leave with allowance shall be required to sign an agreement with the Employer acknowledging that:
- (a) They will return to work upon the expiration of the parental leave, unless this date is modified by the Employer, for a period of service (excluding sick leave) equivalent to the parental leave with allowance taken; and
 - (b) Should the Employee not return to work as provided under (a), they will be required to repay the gross amount of pregnancy leave allowance as specified in Clause D9.2, the Employer's share of pension contributions, and benefits received from the Employer during the parental leave. In the event that the Employee returns to work for a period of service less than the period defined in (a) above, the repayment amount shall be pro-rated based upon the number of days remaining on the return to service commitment.
- D6.11 Where both parents are Employees who qualify for parental leave with allowance, the period of the parental leave may be taken wholly by one parent or shared between the two parents during the same time period or separately.

D7 Position Discontinuance

- D7.1 In the event of the discontinuance of a position for reasons other than discipline, the Employee in the discontinued position shall receive forty (40) working days' written notice of the position discontinuance plus an additional ten (10) working days written notice for each year of service or part thereof to a maximum of one hundred and twenty (120) additional working days of written notice.
- D7.2 When the position discontinuance of one or more position is required within a research project, this shall be carried out in reverse order of seniority by classification, providing those retained are qualified and able to perform the work remaining to be done. In cases where the criteria of position discontinuance is not carried out in reverse order of seniority, the Employer shall notify the Union and provide a written explanation within five (5) working days.
- D7.3 If the Employer fails to give the required notice of position discontinuance, the Employer shall provide the Employee with pay in the amount equivalent to the amount of notice that is lacking.
- D7.4 Employees who have received a notice of position discontinuance shall maintain their seniority for a period of twelve (12) months, as per Article 15 Seniority.

LETTERS OF AGREEMENT

LETTER of AGREEMENT:

VACATION LEAVE FOR EXISTING RESEARCH ASSOCIATES AND SENIOR RESEARCH ASSOCIATES

LETTER OF AGREEMENT

BETWEEN

THE UNIVERSITY OF WINNIPEG (the "Employer")

- and -

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

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

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

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

THEREFORE the Parties agree that:

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

DATED this 14th day of December 2018.

On Behalf of the Employer:

"Laurel Repski"

Laurel Repski
Chief Negotiator

On Behalf of the Union:

"Mathieu Brûlé"

Mathieu Brûlé
Negotiator

LETTER of AGREEMENT:

WAGE PROTECTION

LETTER OF AGREEMENT

BETWEEN

THE UNIVERSITY OF WINNIPEG (the "Employer")

- and -

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

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

THEREFORE the Parties agree that:

The parties agree that no Employee who holds an appointment on the date that this Agreement comes into effect shall be subject to any reduction in their wage as a result of the implementation of the Agreement. These Employees shall retain their wage protection for as long as their wage is greater than that which is provided for in the Agreement, and until they accept an appointment in a different position (different job classification and/or Research Project) or they have a break in employment of more than six (6) months.

DATED this 14th day of December 2018.

On Behalf of the Employer:

"Laurel Repski"

Laurel Repski
Chief Negotiator

On Behalf of the Union:

"Mathieu Brûlé"

Mathieu Brûlé
Negotiator