

University of New Brunswick's  
Initial Package of Non-Monetary Proposals

Distributed (June 30, 2022)

Negotiations for the Third Collective Agreement

Between

Union of Graduate Student Workers (UGSW)

Public Service Alliance of Canada (PSAC)

and

the University of New Brunswick (UNB)

The following proposals are submitted without prejudice to any future proposed amendments or additions and subject to any errors or omissions. UNB reserves the right to introduce new proposals, to amend or withdraw existing proposals, and to introduce counter-proposals in response to the UGSW's proposals made during negotiations. Monetary proposals will be distributed at a later date.

**Various Articles – Change Human Resources & Organizational Development to People & Culture**

8.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union may be given by regular mail, campus mail, or electronically as follows:

To the Employer:  
Associate Vice-President ~~Human Resources & Organizational Development~~**People & Culture**  
University of New Brunswick  
P.O. Box 4400  
Fredericton, NB E3B 5A3

Email:  
~~hranded@unb.ca~~**people@unb.ca**

To the Union:  
Local President  
PSAC Local 60550  
Union of Graduate Student Workers  
P.O. Box 612, Station A  
Fredericton, NB E3B 5A6

Email: [ugsw.unb@gmail.com](mailto:ugsw.unb@gmail.com)

The Employer shall normally copy the PSAC Regional Executive Vice-President – Atlantic and PSAC Regional Representative on such correspondence at the addresses provided under Article 8.03.

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19.08

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(b) Grievance Stage: If the complaint is not resolved under 19.08(a), the written grievance is to be submitted within twenty-five (25) days after the alleged grievance has arisen to the Associate Vice-President of ~~Human Resources & Organizational Development~~**People & Culture** who will direct the grievance to either Step One or Step Two as soon as possible and in no case later than five (5) days following receipt of the grievance. The Associate Vice-President will inform the grievor and the Union as to the appropriate Employer's Representative at Step One and, or, Step Two.

19.09 Grievances concerning discipline or any Group or Policy grievance arising directly between the Employer and the Union shall be directed to Step

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Two by the Associate Vice-President ~~of Human Resources & Organizational Development~~ People & Culture.

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19.11  
**Step Two.**

- (a) The Union has ten (10) days from the expiration of the ten (10) day period referred to in Step One to notify the Employer of its desire to proceed to Step Two. Such notice must be in writing to the Associate Vice-President of ~~Human Resources & Organizational Development~~ People & Culture.
- (b) The Employer's representative at Step Two shall arrange and hold a meeting to hear the grievance within ten (10) days of receiving the grievance. The Employer's representative shall render the disposition within ten (10) days of the hearing.

19.12  
**Step Three.**

If the disposition at Step Two does not resolve the grievance to the satisfaction of the Union then the grievance may proceed to arbitration. The written notice of the Union's wish to proceed to arbitration shall be received by the Associate Vice-President ~~of Human Resources & Organizational Development~~ People & Culture within thirty (30) days from the ten (10) day time limit stated for reply or settlement under Step Two.

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20.01 If the Union wishes to refer a matter to arbitration, it shall within thirty (30) days from the date of the Step Two decision, make such request in writing addressed to the Associate Vice-President ~~of Human Resources & Organizational Development~~ People & Culture. If the Employer wishes to refer a matter to arbitration, it shall within thirty (30) days from the date of the Step Two decision, make such request in writing addressed to the PSAC Regional Vice-President Atlantic with a copy to the Local Union President.

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_____	_____
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### Appendix B1

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Your appointment as a Graduate Student Teaching Assistant (GSTA) and the terms and conditions of your employment are covered under the Collective Agreement between the Union, Public Service Alliance of Canada (PSAC) Local 60550 Union of Graduate Student Workers (UGSW), and the Employer, UNB. You are encouraged to review this Collective Agreement on the UGSW website at [ugsw.ca](http://ugsw.ca) or the UNB ~~Human Resources~~ People & Culture website at [unb.ca/hr](http://unb.ca/hr).

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### Appendix B2

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Your appointment as a Graduate Student Research Assistant (GSRA) and the terms and conditions of your employment are covered under the Collective Agreement between the Union, Public Service Alliance of Canada (PSAC) Local 60550 Union of Graduate Student Workers (UGSW), and the Employer, UNB. You are encouraged to review this Collective Agreement on the UGSW website at [ugsw.ca](http://ugsw.ca) or the UNB ~~Human Resources~~ People & Culture website at [unb.ca/hr](http://unb.ca/hr).

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### INSTRUCTIONS TO FACULTY MEMBERS AND ACADEMIC ADMINISTRATORS

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Faculty members are encouraged to contact the ~~Human Resources & Organizational Development~~ People & Culture department if they have any questions.

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Questions

Please direct any questions to your Director of Graduate Studies, the Dean of Graduate Studies or the ~~HR & OD~~ People & Culture department.

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**Article 3 – Union Recognition**

3.06 Should either Party become aware of a situation that will change **institutional** funding opportunities for employment under this Collective Agreement, that Party will promptly bring it to the other Party's attention through the Joint Union-Management Committee (JUMC) under Article 11, recognizing that in some instances subsequent discussions may be required between the Employer and the Union.

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**ARTICLE 7 – Services and Facilities**

7.02 The Employer agrees to provide the Union Local with a suitably serviced and maintained office on the UNB Fredericton and Saint John campuses.  
~~These offices shall be for the shared use of all PSAC locals at UNB.~~

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**ARTICLE 11 – Joint Union-Management Committee**

- 11.01 There shall be a Joint Union-Management Committee consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives appointed by the Employer. The Parties shall endeavour to ensure representation from ~~the Saint John~~ **both** campuses.
- 11.02 The purpose of this Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of grievance or negotiation.
- 11.03 The Committee shall meet at least ~~twice~~ **once** per ~~Academic T~~ **Academic T** term and whenever the need arises, upon five (5) days written notice given by either Party.
- 11.04 The Committee shall have Co-Chairpersons appointed by the respective Parties.
- 11.05 Minutes of each meeting of the Committee shall be prepared and agreed upon by both ~~sides~~ **Parties** ~~during the meeting~~ and then signed by the Co-Chairpersons and distributed to all Committee members. **Draft minutes shall be distributed to all Committee members within one (1) calendar month.**

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**ARTICLE 13 – Appointments (Graduate Student Teaching Assistants)**

13.08 The Employer shall assign Graduate Students to the remaining GSTA positions in their faculty/department according to the following order of precedence:

- | (a) PhD students receiving less than \$~~17,500~~**20,000** in funding;
- (b) Masters students receiving less than \$17,500 in funding;
- | (c) PhD students receiving more than \$~~17,500~~**20,000** in funding;
- (d) Masters students receiving more than \$17,500 in funding.

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**ARTICLE 19 – Grievance Procedure**

19.11

**Step Two.**

- (a) The Union has ten (10) days from ~~the expiration of the ten (10) day period~~ **receipt of the Employer representative's disposition** referred to in Step One to notify the Employer of its desire to proceed to Step Two. Such notice must be in writing to the Associate Vice-President of ~~Human Resources & Organizational Development~~ **People & Culture**.
- (b) The Employer's representative at Step Two shall arrange and hold a meeting to hear the grievance within ten (10) days of receiving the grievance. The Employer's representative shall render the disposition within ten (10) days of the hearing.

19.12

**Step Three.**

If the disposition at Step Two does not resolve the grievance to the satisfaction of the Union then the grievance may proceed to arbitration. The written notice of the Union's wish to proceed to arbitration shall be received by the Associate Vice-President ~~of Human Resources & Organizational Development~~ **People & Culture** within thirty (30) days from ~~the ten (10) day time limit stated for reply or settlement~~ **receipt of the Employer representative's disposition** under Step Two.

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**Discuss the following MoUs and LoUs**

1. Memorandum of Understanding - Joint Committee on International Graduate Student Employees
2. Memorandum of Understanding - Employer-Employee Evaluation Form
3. Letter of Understanding on Joint Committee on Article 22, Intellectual Property Rights
4. Memorandum of Understanding - No Harassment, No Discrimination and Whistleblowing Protection