

## MEMORANDUM OF UNDERSTANDING

between

Brandon University

and

Manitoba Government and General Employees' Union

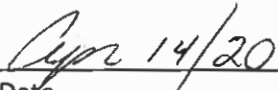
RE: COVID-19 Pandemic

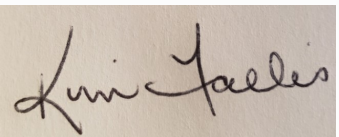
The current outbreak and continued escalation of COVID-19 in Manitoba requires Brandon University to take prudent measures consistent with the Province's recommendations to support our provincial health care system by increasing social distancing. The Employer and the Union agree to a temporary modification of the collective agreement as follows:

1. Consistent with provincial and federal recommendations, employees will not be required to submit a medical certificate when their absence from work exceeds three (3) working days when said absence relates to self-isolation/quarantine for COVID-19 exposure (Article 7:09 Sick Leave).
2. Where a flexible work schedule has been agreed upon by the employer and employee to accommodate child care and other family responsibilities, overtime will not be authorized without prior approval beyond seven (7) hours per day when the flexible work schedule is deemed to be the equivalent of a normal thirty-five (35) hour work week (Article 15:02 Overtime).
3. Where a shortage of work due to the COVID-19 pandemic is identified, the employer, in consultation with the union and the affected employee(s) may determine that a layoff is necessary. Prior to layoff the employer will explore redeployment options to other departments based on skills and abilities upon discussions with the union. Notwithstanding Article 12:
  - a. The employee(s) will be provided with two (2) weeks' notice of layoff;
  - b. The union will be provided with a copy of all layoff notices issued at the same time the notice is given to the affected employee(s);
  - c. The provisions of Article 12.02 (a), 12.03, and 12.04 (bumping rights) will not apply;
  - d. The layoff and work shortage will be reviewed biweekly by the union and the employer. Employees will be returned to their current position as soon as possible.
4. Employees may be experiencing new challenges, particularly as they relate to childcare. Where a voluntary lay-off is desired, the employer and the union agree that the required notice period will be waived. Where an employee wishes to reduce their hours to part-time, the employer and the union agree that the employee will draw on available vacation or banked time balances or request a LWOP (leave without pay) for the balance of their EFT (equivalent full time) position.
5. Where a seasonal layoff period has occurred earlier than normal (i.e. Food Services members) and the term employee is re-employed immediately following the seasonal layoff period, service at the end of the previous term of employment will be credited to the employee as consecutive service (Article 2.01 (f)).

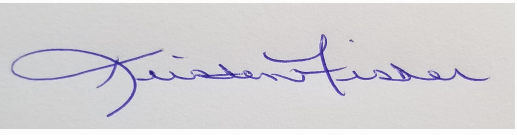
6. There will be consultation between the union and the employer as changing circumstances related to COVID-19 may make necessary.
7. This MOU is entered into on a without prejudice precedent basis due to the Covid-19 pandemic.
8. The union, in consultation with the employer, may terminate this MOU at any time.

  
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On behalf of Manitoba Government and General Employees' Union

  
\_\_\_\_\_  
Date

  
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**Kim Fallis, President Local 135**

April 14, 2020  
\_\_\_\_\_  
**Date**

  
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On behalf of Brandon University

April 14, 2020  
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Date