



**BRANDON
UNIVERSITY**

COLLECTIVE AGREEMENT

BETWEEN

BRANDON UNIVERSITY

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 987A

April 1, 2020 to March 31, 2024

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COLLECTIVE AGREEMENT

Between: Brandon University
(Hereinafter referred to as the "Employer")

and: The International Union of Operating Engineers Local 987A
(Hereinafter referred to as the "Union")

ARTICLE 1 – OBJECT

- 1.01 The objects of this Collective Agreement are to promote co-operation and harmony between the Employer and employees and to facilitate the peaceful adjustment of all disputes and grievances to prevent strikes, lockouts, waste, avoidable expenses and unnecessary delays.
- 1.02 The mutual interest of the Employer and its employees is hereby recognized and all parties to this Collective Agreement are pledged to assist in the operation of the departments of the Employer under methods that will promote safety and efficiency.

ARTICLE 2 – DEFINITIONS

- 2.01 **Employee: A person employed by the University in one of the occupational classifications within the scope of this Collective Agreement. (2020)**
- 2.02 **Regular Employee: A full-time employee (who works the hours specified in Article 7.01) or a part-time employee (who works less than the hours specified in Article 7.01) who is employed on a continuing basis. This includes employees on probation. (2020)**
- 2.03 **Term Employee: An employee who is employed for a period, which is anticipated to be of limited duration not exceeding one (1) year except in the case when the duration of the term is known to be in excess of one (1) year. Any term employee who works in excess of twelve (12) continuous months, on a full-time basis, shall be deemed to be a regular employee unless an extension request is mutually agreed upon by the Union and the Employer. (2020)**

- 2.04 **Indefinite Term: An employee who is solely hired for the replacement of an ill or injured employee where the duration of the employee's absence is unknown (see LOU #3). (2020)**
- 2.05 Lay-off: An employee has been temporarily removed from the payroll subject to recall.
- 2.06 Director: The Director of Physical Plant or their designee, or such person as the Employer so designates.
- 2.07 **Spouse: The person who is legally married to an employee or has continuously resided with an employee for not less than one (1) full year having been represented as members of a conjugal relationship. (2020)**
- 2.08 **Dependent: Unmarried, unemployed dependent children including natural, adopted or stepchildren of an employee or those for whom the employee has legal guardianship. Children of a common-law spouse may be covered if they are living with the Employee. Dependent children are eligible for benefits if they are less than twenty-one (21) years of age or, if twenty-one (21) years of age but less than twenty-six (26) years of age, they must be attending an accredited educational institution, college or university on a full-time basis. Unmarried, unemployed children over twenty-one (21) years of age qualify if they are dependent on the Employee by reason of a mental or physical disability and have been continuously so disabled since the age of twenty-one (21). Unmarried, unemployed children who become totally disabled while attending an accredited educational institution, college or university on a full-time basis prior to the age of twenty-six (26) and have been continuously so disabled since that time also qualify as a dependent. (2020)**

ARTICLE 3 – SCOPE AND RECOGNITION

- 3.01 This Collective Agreement shall apply to those employees of the Employer who are within the bargaining unit defined in the certification order No. MLB-5524 and who are employed in the classifications set forth in Schedule "A" attached and inclusive of the Collective Agreement.

- 3.02 New classifications created during the term of this Agreement and coming within the scope of the bargaining unit as defined, shall be added to Schedule "A".
- 3.03 Classifications existing in this Agreement may be added to or deleted from the bargaining unit by agreement between the Employer and the Union.
- 3.04 No employee shall be required to make an agreement with the Employer which conflicts with this Agreement.

ARTICLE 4 – JURISDICTION

- 4.01 Subject to the supervision and direction of the Chief Engineer or their designee, the engineer shall, at all times, have full charge of the operation and maintenance of all boilers and all mechanical and electrical equipment in the boiler room.
- 4.02 Subject to Article 4.01, all employees shall be subject to the supervision of the Director.
- 4.03 Supervisors or other persons whose positions are excluded from this Agreement shall not perform work of the bargaining unit, except for instructional purposes or in emergency situations.
- 4.04 Power engineers are to perform such other duties requiring knowledge or skill from time to time in accordance with their trade as may be required of them, but not work for which unskilled labour is usually employed.

ARTICLE 5 – REPRESENTATIVES, COMMITTEES AND MEETINGS

- 5.01 The Union shall keep the Employer informed at all times as to the names of its officers and members who may be appointed or elected from time to time to any executive, grievance or negotiating committee, or to the position of a Steward.
- 5.02 Where it is necessary for any employee to leave their work site to perform their Union duties, they shall do so after receiving the approval of the Director. Such approval shall be granted, with no loss of pay to the employee, if there is no additional expense to the Employer and it is not detrimental to the safety and efficiency of the operations.

- 5.03 With the prior approval of the Director, a Steward acting on behalf of the Union in endeavoring to process a grievance or solve a problem with management may do so within working hours. Such approval shall be granted if it is not unduly detrimental to the safety and efficiency of the operations.
- 5.04 When meeting with the Employer, the number of employees attending as representatives of the Union who are entitled to receive their usual remuneration from the Employer shall be as follows:
- (a) In the case of a grievance, including arbitration, a maximum of two (2) representatives and any other employees with the approval of the Director.
 - (b) In the case of negotiation, including meetings with a conciliation board or an appointed mediator, a maximum of two (2) representatives.
 - (c) In the case of mutually agreed joint meetings of representatives of the Union and the Employer to discuss matters relating to the administration, application and interpretation of this Agreement, a maximum of two (2) representatives.
 - (d) In any of the above cases where it is necessary for another member of the unit to work in place of any such representative, such replacement shall be paid at straight time and no overtime as set forth in Article 10 shall be paid.

ARTICLE 6 – UNION DUES

- 6.01 The Employer will deduct from the wages of each employee in the unit affected by the Collective Agreement the amount of the regular monthly membership dues and initiation fees payable by a member of the Union, and such other assessments as the Union may direct in writing.
- 6.02 The Employer will remit to the Union monthly the amounts deducted under Article 6.01.
- 6.03 The Employer will inform the Union monthly of the names of the employees from whose wages deductions have been made and the amounts so deducted from the employees' wages.

6.04 The Employer agrees to include the amount of Union dues deducted from each employee during the relevant taxation year on the income tax T-4 slips.

ARTICLE 7 – WORKING HOURS AND SHIFTS

- 7.01 The regular working hours for **all employees within the classifications identified in Schedule “A”** shall be five (5) consecutive days, Monday to Friday (8:00 a.m. to 4:30 p.m.), exclusive of a one (1) hour lunch period between the hours of 12:00 Noon and 1:00 p.m. The hours of work shall be on the basis of thirty-seven and one-half (37 ½) hours per week. There shall be two (2) twenty (20) minute rest periods during each seven and one-half (7 ½) hour period of work. **(2020)**
- 7.02 The foregoing, however, shall not prevent trial and implementation of changes in the hours of work, if mutually agreed between the Union and the Employer.
- 7.03 The Employer shall prepare, maintain and post up-to-date schedules regarding assignments for standby and guarded status checks.
- 7.04 Weekend and holiday guarded status checks, if required, will be provided by a qualified power engineer. Overtime, as required, will be per Article 10, with each weekend and holiday guarded status check considered two (2) hours (at overtime rates). The Employer will exclude individual employees from the guarded status rotation at their request provided that the guarded status rotation has a minimum of four (4) employees **throughout the period of exclusion. The request shall include the desired period of exclusion and the reasons for the request. Requests will be considered by the Director or their designate and a response will be provided within fourteen (14) days of the request. All exclusions will be reviewed by the Director or their designate on a quarterly basis.** An employee may elect to bank hours earned while on guarded status in accordance with Article 10.03. Such time off shall be equivalent in hours to pay for such duties. The employee shall make their selection at the time of completing their time sheet. **(2020)**

- 7.05 Subject to the Employer being notified in advance, and provided that overtime costs do not result for the Employer, employees shall be permitted to interchange standby duties except for those duties which impact on guarded status checks. In these cases, only qualified employees will be permitted to interchange standby duties.
- 7.06 The Employer agrees to pay the employees covered by this Agreement every two (2) weeks. It is agreed that the wage rates for employees will be paid in accordance with the attached Schedule "A".
- 7.07 The Employer will add to the hourly rate of pay, for any licensed trade classification, an additional fifty (\$0.50) cents per hour for all hours worked when the Employer requires, and the incumbent possesses, the second trade qualification. When the Employer and the incumbent mutually agree on obtaining a second trade, the Employer will support the incumbent to obtain the second trade. This premium shall also apply to individuals holding a Canadian Fire Alarm Technician License (CFAA) **or Building Owners and Managers Association (BOMA) designation**. The increase will be effective as of the first (1st) day of the pay period that follows the date that the ticket is effective.

Effective April 1st, 2020, employees who were employed and continue to be employed as a 3rd or 4th Class Power Engineer on date of ratification shall receive an additional fifty (\$0.50) cents per hour for all hours worked in recognition of them performing multiple trade tasks as well as instruction and guidance to the 5th Class Power Engineers. (2020)

- 7.08 Any employee who works on a Saturday or Sunday shall receive a shift premium of sixty-nine cents (\$0.69) per hour above their regular rate of pay for all hours worked effective the date of signing this Agreement. This premium is not applicable to employees on standby or when overtime rates apply.
- 7.09 When an employee works between the hours of 4:00 p.m. and 8:00 a.m., effective the date of signing this Agreement, they will receive a shift premium of one dollar and eleven cents (\$1.11) per hour for all hours worked. Shift premium will not apply to employees whose shift ends at 4:30 p.m. and to employees on standby or when overtime rates apply.

- 7.10 Stand-By refers to any period of time during which an employee is required to be available by telephone or cell phone contact.
- 7.11 Employees on stand-by shall be paid two (2) hours basic pay for each calendar day. An employee may elect to bank hours earned while on stand-by in accordance with Article 10.07. Employees may elect to receive time off instead of payment for stand-by duties. Such time off shall be equivalent in hours to the pay for such duties. The employee shall make their selection at the time of completing their time sheet.
- 7.12 Power engineers and other qualified maintenance personnel will assume stand-by coverage on a rotational basis for a period of one (1) week (7 days). The Employer will exclude individual employees from the stand-by rotation at their request provided that the stand-by rotation has a minimum of four (4) employees **throughout the period of exclusion. The request shall include the desired period of exclusion and the reasons for the request. Requests will be considered by the Director or their designate and a response will be provided within fourteen (14) days of the request. All exclusions will be reviewed by the Director or their designate on a quarterly basis. (2020)**
- 7.13 Employees who are called back while on stand-by, shall be paid as per Article 10.03.

ARTICLE 8 – EXAMINATIONS

- 8.01 Employees writing examinations for any class of certificates or trade licenses approved by the Director shall be paid for time required by the applicable governing body. Not more than one (1) employee covered by this Agreement may be absent at any time for the purpose of writing examinations.
- 8.02 The Employer shall reimburse employees for the full cost of the renewal of journeyman licenses **and certifications including but not limited to** journeyman licenses, power engineer's licenses, **CFAA certification, BOMA certification and designation, and any other certification of license** as required by the Employer upon presentation of a valid receipt. **(2020)**

ARTICLE 9 – STATUTORY HOLIDAYS

9.01 For the purpose of this Agreement, Statutory Holidays shall mean:

New Year’s Day	Louis Riel Day
Good Friday	Victoria Day
Canada Day	Terry Fox Day
Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

And any other day proclaimed as a Statutory Holiday by the National or Provincial governments. **(2020)**

9.02 When any of the above holidays fall on a Saturday or Sunday, the Employer shall designate another working day to be observed as a holiday in lieu thereof.

ARTICLE 10 – OVERTIME

10.01 All overtime worked (hours in excess of those outlined in Article 7), which is paid by the Employer must be authorized by the Director. Except in emergency situations, such overtime must be authorized in advance.

10.02 All time worked in excess of the hours of work as outlined in Article 7 on any day of work shall be paid for at the rate of double time (2X) the regular pay, except as hereinafter provided.

10.03 Any employee called back to duty shall be paid for all overtime worked at overtime rates set forth in Article 10.02, with a minimum pay for any callback to the equivalent of two (2) hours pay at double time (2X).

10.04 A callback shall be defined as any call back to work received by an employee during the period between any completion of work and subsequent starting time.

10.05 An employee who works on a statutory holiday as outlined in Article 9, shall be paid double (2X) the regular rate of pay in addition to their regular earnings for the day.

10.06 An employee who works more than eight (8) hours of overtime in a twenty-four (24) hour period, will receive triple (3X) times the regular rate of pay for all overtime in excess of four (4) hours.

10.07 When an employee works overtime, they may elect to receive time off instead of payment. Such time off shall be equivalent in hours to the pay for such overtime. The employee shall make their election at the time of completing their overtime claim sheet.

Employees shall be entitled to bank overtime to a maximum of **sixty (60)** hours. Any overtime in excess of this will automatically be paid out through regular payroll on the regular payday. Banked overtime to the maximum of **sixty (60)** hours may be carried over from year to year. **Employees shall submit requests for use of banked overtime to the Director or designate a minimum of one (1) week in advance of the desired time off, wherever possible. All requests for use of banked overtime must be approved by the Director or designate. (2020)**

10.08 Where circumstances permit, when an employee requests an exchange of work for time off, or time off for work, such an exchange shall be at a mutually agreed time on a rate of pay basis. Arrangements for such time off shall be confirmed within thirty (30) calendar days.

10.09 An employee who works on their day of rest which is also a Statutory Holiday, shall be paid under the provisions of Article 10.02 and Article 10.05.

ARTICLE 11 – MEALS

11.01 An employee who works three (3) hours or more unscheduled overtime on any day, shall be entitled after the first three (3) hours and each subsequent four (4) hours overtime period to have a hot meal, if readily available, provided to them by the Employer, or twenty (\$20.00) dollars to cover the cost of such a meal.

ARTICLE 12 – ANNUAL VACATIONS / PERSONAL DAYS WITH PAY

- 12.01 For the purpose of determining annual vacations/personal days with pay, years of service for paid employees shall be determined as per Article 13, but an employee shall lose their years of service if they lose their seniority.
- 12.02 An employee who wishes to take a regularly scheduled workday or part day off for reasons other than for those provided in other Articles of the Collective Agreement (e.g., compassionate leave) shall take the day as a personal day.
- 12.03 A regular full-time employee who has completed one (1) year's accumulated service with the Employer prior to March 31st of each year, shall be entitled to three (3) weeks' time off with pay for personal days/vacation. Personal days/vacation hereinafter shall be referred to as vacation.
- 12.04 A regular full-time employee who has completed two (2) years' accumulated service with the Employer prior to March 31st of each year, shall be entitled to four (4) weeks' vacation with pay.
- 12.05 A regular full-time employee who has completed nine (9) years' accumulated service with the Employer prior to March 31st of each year, shall be entitled to five (5) weeks' vacation with pay.
- 12.06 A regular full-time employee who has completed nineteen (19) years' accumulated service with the Employer prior to March 31st of each year, shall be entitled to six (6) weeks' vacation with pay.
- 12.07 All regular **and term employees shall be entitled to paid days of leave for all days so** designated by Human Resources **as** the Christmas and New Year's break period. Such days are only available to regular **and term** employees of record as at the designated period **and may be taken as days in lieu should operational requirements, as determined by the Director or their designate, necessitate the scheduling of shifts (including guarded status) during the designated period. The days in lieu shall be recorded and kept separately from the banked overtime totals and are to be taken within three (3) months of the break mentioned above. (2020)**

- 12.08 An employee hired for a term of less than one (1) year shall receive vacation pay calculated as a percentage of regular hours worked as described in Article 12.10.
- 12.09 **Employees** who have not completed twelve (12) months' continuous service with the Employer at **March 31st** of any year, shall be entitled to one and one-quarter (1 ¼) day's vacation with pay for each complete month of continuous service. **The Employer's time and attendance system records vacation time accruals on a bi-weekly basis. Vacation time is available to the member as it is earned.** The entitlement in this Article shall not exceed a maximum of three (3) weeks' vacation with pay. **(2020)**
- 12.10 An employee who terminates their employment or whose employment is terminated for any reason, is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of regular hours worked. Vacation and partial vacation pay will be calculated as follows:
- (a) For employees whose level of vacation entitlement is three (3) weeks' vacation, six (6%) percent of hours worked;
 - (b) For employees whose level of vacation entitlement is four (4) weeks' vacation, eight (8%) percent of hours worked;
 - (c) For employees whose level of vacation entitlement is five (5) weeks' vacation, ten (10%) percent of hours worked;
 - (d) For employees whose level of vacation entitlement is six (6) weeks' vacation, twelve (12%) percent of hours worked.
- 12.11 **Regular** employees will indicate their preference of vacation time **by April 1st of each year. The Director or designate** will post an approved vacation schedule not later than **May 15th** and such vacation schedule shall not be changed unless mutually agreed between the employee and the Employer. Where vacation requests conflict, preference shall be given on a rotation basis and not on the basis of seniority. **(2020)**
- 12.12 Subject to the approval of the Employer, up to one (1) week of vacation may be carried over from the normal vacation year to the next vacation year.

- 12.13 The whole of the vacation year will be available for all employees subject to minimum staffing requirements as determined by the Employer.
- 12.14 Long-term regular employees of record as at April 1st, 1993 shall be granted an additional week's vacation as an anniversary week, upon completing their fifteenth (15th) year of employment and so on, each five (5) years.
- 12.15 In the event that a regular employee **who is earning paid vacation leave entitlement becomes ill, and/or is hospitalized for three (3) or more days during their vacation, sick leave shall be substituted for vacation leave. To have the time converted from vacation to sick leave, the employee must provide a medical certificate to Human Resources, the cost of which would be borne by the employee.** In the event that the employee is involved in an accident as a result of working an outside paid job, they will not be entitled to substitute sick leave for vacation leave. **(2020)**
- 12.16 Part-time employees shall receive annual vacations with pay on a pro-rated basis.

ARTICLE 13 – PROBATION, SENIORITY AND PROMOTIONS

- 13.01 A new employee will be considered on probation until they have accumulated three (3) months' service for the Employer. In the instance of employees working less than full-time, this period will not extend past six (6) calendar months. Where the Director finds that there is reasonable doubt concerning any employee's suitability by the end of the probation period, they may decide to renew or extend the probation period. The employee and the Union will be notified in writing of this renewal or extension, stating the area of concern. An employee who is found to be unsuitable for a position during a probationary period will be released.
- 13.02 An employee's service and seniority will begin with their first (1st) day of employment and shall be the cumulative amount of time which the employee has worked for the Employer. All seniority shall be stated in equivalent of years of service to two (2) decimal places (i.e. 6.18 years, 11.23 years, etc.). A year of service for an employee working thirty-seven and one-half (37 ½) regular hours per week shall be one thousand nine hundred and fifty (1950) hours. No employee may, by reason of working extra hours, receive credit for more than one (1) year of service during a one (1) year period.

- 13.03 An employee who is hired for a single limited term of employment of less than twelve (12) months will not be subject to seniority or service provisions. Such an employee will acquire seniority and service rights retroactively if, during their employment, they are accepted into a position of an on-going nature.
- 13.04 Employees who leave a position within the scope of the bargaining unit, but who continue to be employees of the Employer, shall retain seniority as at their time of leaving the bargaining unit should they return to a position within the bargaining unit.
- 13.05 An employee shall lose all seniority if they:
- (a) Voluntarily quits the employ of the Employer;
 - (b) Is discharged;
 - (c) Has been laid off more than twenty-four (24) consecutive months;
 - (d) Following a lay-off, fails to advise the Employer within five (5) days of receipt of notice sent by registered mail to return to work, of their intention to return, or fails to report for work on the date and at the time specified in the said notice. It shall be the duty of the employee to notify the Employer promptly of any change of address. If an employee should fail to do so the Employer will not be responsible for failure of such notice to reach the employee.
- 13.06 The Employer shall prepare in the month of **April** of each year, a seniority list of the employees which shall show the name, years of service, classification and department. This list shall be based on all regular hours worked up to March 31st. A copy of this list and home addresses will be supplied to the Union. The list shall remain open for a period of thirty (30) days from date of posting for corrections. On presentation of proof of error by an employee or the Union within thirty (30) days, a correction shall be made immediately and the correction shall be shown on any subsequent list. **(2020)**

- 13.07 Providing an employee has the ability to perform the normal requirements of the job after an appropriate training and trial period, seniority, qualifications, and ability shall be the governing factors in matters of promotion, demotion, lay-off, recall after lay-off, awarding of a new position or vacated position, or relieving another employee in a higher paid classification.
- 13.08 The Employer shall post notice of regular and term positions being recruited for a minimum of five (5) working days before they are filled. No outside media advertisement shall appear prior to the job being posted on the Employer's **website. (2020)**

ARTICLE 14 – LEAVE OF ABSENCE AND COMPASSIONATE LEAVE

- 14.01 The Employer may grant leaves of absence without pay. Employees wishing to be considered for such leaves are required to consult Human Resources prior to putting the request in writing in order to get information regarding implications on seniority, benefits, etc. Leaves will not affect seniority and superannuation rights accrued prior to the leave.
- 14.02 On receiving the leave of absence, an employee must prepay necessary monthly deductions for staff benefit premiums, subject to the provisions of the benefit plans, and Union dues. No leave of absence shall be granted for the taking of other employment and, if an employee is found to have taken other employment during a leave of absence, they may be released at the Employer's sole discretion.
- 14.03 If circumstances permit, upon application therefore, the Employer may grant leave without pay to employees who are elected as representatives to attend Union meetings, Union conventions and Arbitration or Labour Board proceedings in order that they may carry out their duties on behalf of the Union. Such permission will not be unreasonably withheld.
- 14.04 In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives the leave of absence as set forth in Article 14.03 above, the employee shall give the Employer, at least five (5) days prior to leaving, a notice in writing, which shall set out the name and qualifications of a proposed substitute. The Employer shall have the right to change the substitute or demand an alternative substitute. Any such substitute shall not be paid any overtime for hours worked as such substitute.

- 14.05 **A regular or term employee, shall be granted leave with pay in the event of the death of a member of their immediate family defined as:**
- (a) **Spouse;**
 - (b) **Parent, step-parent, parent-in-law, grandparent, grandparent-in-law or step-grandparent;**
 - (c) **Child, step-child, brother, sister, step-sister, step-brother, or a spouse of any of these; brother-in-law or sister-in-law; or**
 - (d) **Grandchild or step-grandchild. (2020)**

The period of such leave will be determined by the Director and shall not exceed one (1) week on any one occasion. Any time over and above the said one (1) week shall be charged against earned annual vacation, earned banked overtime, or be permitted only in accordance with Article 14.01. An employee who is entitled to compassionate leave, as listed in this Article, during vacation leave, shall receive vacation credits equal to the number of days of compassionate leave granted.

- 14.06 Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a **formal participant (i.e. Pallbearer, Eulogist, Service Participant, or designated Honorary Pallbearer) or in the event of an employee's aunt, uncle, niece, or nephew, or, in the event of the death of a co-worker. (2020)**
- 14.07 **A regular or term** employee who is required to be absent to care for a member of their family (spouse **or dependent as described in the definitions**, or a parent **whether or not residing in the employee's household**), shall be granted leave with pay. The period of such leave shall not exceed ten (10) days in anyone (1) fiscal year (Care-for-leave). Any time over and above shall be charged against earned annual vacation, earned banked overtime or be without pay. The period of such leave will be mutually determined by the employee and the Director. **(2020)**
- 14.08 An employee served with a document requiring them to appear as a witness during Court proceedings or to serve jury duty shall be paid the difference between their regular full salary during such leave and any sum paid to the employee for such jury or witness duty.

- 14.09 The Employer may require the employee to furnish the document which requires them to appear as a witness or summons requiring them to appear for jury duty before making any payment under this Article.
- 14.10 The employee will be required to work any portion of their scheduled shift that they are not required to attend Court proceedings, subject to loss of pay for non-attendance.
- 14.11 An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of a child. At their option such leave shall be granted on the day of or the day after the adoption.
- 14.12 **An employee, if the non-birthing parent**, shall be granted two (2) days leave with pay to attend to needs directly related to the birth of their child. At their option, such leave shall be granted on the day of or the day following the birth of their child, or the day of their spouse's admission to or discharge from the hospital. **(2020)**
- 14.13 An employee on education leave of absence shall continue to accrue seniority up to a maximum of one (1) year while on such leave.
- 14.14 Compassionate Care Leave shall be granted in accordance with the *Employment Standards Code*.

ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURES

- 15.01 The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 15.02 A grievance is defined as a complaint in writing concerning:
- (a) The application, interpretation, or alleged violation of an Article of this Agreement;
 - (b) The dismissal, suspension, demotion or written reprimand of an employee.
- 15.03 "Day(s)" means working day(s).

- 15.04 Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees, and where, as a result, the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters defined in Article 15.02 (a). Such group grievances shall be presented directly to the **Associate Vice-President, People & Talent** within twenty (20) working days of the date of the action giving rise to the grievance.
- 15.05 Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the **Associate Vice-President, People & Talent** and such grievances initiated by the Employer shall be made to the Business Manager and in either case shall be within twenty (20) working days from the date either party became aware of the act giving rise to the grievance.
- 15.06 A grievance initiated at the wrong step of the procedure shall be validated by re-initiation at the correct step within twenty (20) working days of notice in writing by the other party. Such notice shall be given within ten (10) working days of the grievance initiation. Should the other party fail to give such written notice within ten (10) working days, such grievance shall not be deemed to be invalid or defeated for such reason. Time limits as established shall be mandatory but time limits as established may be extended by mutual agreement between the parties to this Agreement.
- 15.07 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have their Steward present at such a discussion or any of the steps of the Grievance Procedure. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 15.08 A grievance arising from the demotion, suspension or dismissal of an employee shall be initially presented at Step 2 of the Grievance Procedure.

15.09 Grievance Procedure

Grievances shall be proceeded as follows:

Step 1: Within twenty (20) days from the date when an employee became aware, orally or in writing, of the circumstances giving cause for a grievance, the employee and/or Representative shall present the grievance to the Director,

Within ten (10) days from the date the grievance was presented, the decision of Step 1 shall be presented in writing to the griever and/or Representative.

Step 2: Where the decision is unsatisfactory to the griever, the grievance shall, within ten (10) days from the date the reply was received from Step 1, be presented by the griever and/or Representative to the **Associate Vice-President, People & Talent** for consideration at this step.

Within ten (10) days from the date the grievance was presented at this step, the decision of Step 2 shall be presented in writing to the griever and/or Representative.

15.10 Where the Employer fails to issue a decision at any step of the Grievance Procedure within the time limits specified, the griever or Representative may process the grievance to the next.

15.11 If the reply at Step 2 is not satisfactory, the grievance may be presented to Arbitration.

15.12 An employee or the Union may present an objection in writing respecting the application of a written policy of the Employer respecting conditions of employment within twenty (20) working days of the action. In such cases, the objection shall be referred to the **Associate Vice-President, People & Talent** for a decision. If the **Associate Vice-President, People & Talent** decision is not satisfactory to the objector, then the objection shall be referred to the Board of Governors within ten (10) working days of the **Associate Vice-President, People & Talent's** decision. The decision of the Board of Governors shall be final and binding upon the parties. **(2020)**

Arbitration Procedure

- 15.13 No matter may be submitted to arbitration until the applicable steps of the Grievance Procedure have been exhausted.
- 15.14 Either party, within ten (10) working days of receipt of a final decision by the other party, may give notice of its intention to submit the dispute to arbitration. Where the parties agree, the matter shall be presented to a single Arbitrator. Where the parties do not agree, the matter shall be presented to an Arbitration Board. Such notice shall include the name of that party's choice of Arbitrator or appointee to the Arbitration Board.
- 15.15 The party receiving such notice shall, within fourteen (14) working days, notify the other party of its choice of Arbitrator appointee to the Arbitration Board.
- 15.16 The two (2) appointees to the Arbitration Board so selected shall, within ten (10) working days, meet and name the third (3rd) member who shall be the Chair of the Board.
- 15.17 In the event that either Party fails to name an appointee, or if the two (2) appointees fail to agree upon a chair within the applicable time limits, then, at the request of either Party, the appointment shall be made by the Minister of Labour.
- 15.18 Where the matter is submitted to the Arbitration Board/Arbitrator, the Arbitration Board/Arbitrator shall, as soon as reasonably possible, commence hearings of the matter being submitted to the Board, and shall hear evidence and argument submitted by or on behalf of the Parties relevant to the matter submitted.
- 15.19 The Chair and one other member are a quorum for an Arbitration Board; but, in the absence of a member, the other member shall not proceed unless the absent member has been given reasonable notice of sitting.
- 15.20 The Arbitration Board/Arbitrator shall hear and determine the difference or allegations and shall issue a decision.
- 15.21 The Arbitration Board/Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, or amend any part of this Agreement. The decision of the majority of the Arbitration Board shall be final and binding on both parties.

15.22 The Arbitration Board/Arbitrator shall not have authority to, nor be empowered to make a decision in any Arbitration where the subject matter of the Arbitration is:

- (a) Any request for modification of the Agreement;
- (b) Any matter not covered by the Agreement;
- (c) Any matter which by the terms of the Agreement is exclusively vested in Employer.

Any such decision shall be null and void.

15.23 The Chair of the Arbitration Board/Arbitrator shall submit a report on the findings and the decision as soon as reasonably possible following the completion of the hearing to:

- (a) The Employer;
- (b) The Grievor;
- (c) The Union.

15.24 Any of the time limits referred to in the Arbitration Procedure may be extended by mutual agreement of the parties hereto.

15.25 Each party shall bear all expenses of their appointee to the Board and shall bear equally the expenses of the Chair of the Board.

ARTICLE 16 – LABOUR / MANAGEMENT RELATIONS COMMITTEE

16.01 The Employer and the Union shall each appoint two (2) representatives to be members of a Labour/Management Relations Committee with the right to appoint alternatives or substitutes for their respective appointees at any time.

16.02 The said committee shall meet four (4) times a year at such time as the Committee may from time to time agree upon.

16.03 The said Committee shall have the responsibility of facilitating co-operation and participation of employees in bringing forward ways and means of improving the efficiency of the operations of the Employer in respect of the matters on which the employees are engaged, promoting improved mutual understanding and confidence between the Employer and the employees, maintaining and improving a harmonious relationship between the Employer and the employees and considering such items of mutual interest as safety and health.

16.04 The Committee shall appoint one (1) of its members as Secretary thereof whose duty it shall be to record decisions and recommendations of the Committee and to transmit copies thereof to the Employer and the Union for consideration.

ARTICLE 17 – DESCRIPTION OF DUTIES

17.01 The Employer will, annually, provide the Union with a description of the duties and responsibilities of each classification as listed in Schedule “A”.

17.02 The employee shall not engage in sympathy strikes.

17.03 The Employer shall provide the Union with the names of all employees hired during the preceding calendar month, their classification and starting rate of pay and the names of all employees who have terminated with the Employer, for whatever reason, and their classification.

17.04 **Clarification of the differentiation between work of 987A and 987D group is referenced on LOU #4. (2020)**

ARTICLE 18 – NOTICE

18.01 No employee, other than one suspended, dismissed or laid off, shall quit their employment without having given written notice of their intention to quit as follows:

(a) An employee with less than one (1) year of service = one (1) weeks notice;

(b) An employee with more than one (1) year of service = two (2) weeks notice.

Acceptance of any less shall be at the Employer’s discretion.

- 18.02 Employees whose employment is terminated through no fault of their own, shall be granted one (1) week of severance pay for each full year of accumulated service, plus earned vacation.
- 18.03 An employee who is dismissed for cause is not eligible for severance pay.
- 18.04 An employee who resigned voluntarily is not eligible for severance pay.
- 18.05 If termination of employment is due to death, illness or retirement, an employee hired prior to May 6th, 1986 shall receive severance pay per Article 18.02. An employee hired May 6th, 1986, or subsequent to this date, shall receive severance pay per Article 18.02 to a maximum of fifteen (15) weeks. A retiring regular employee is one who is over fifty-five (55) years of age and who has at least ten (10) years, or equivalent, continuous service with the Employer.

ARTICLE 19 – EMPLOYER’S RIGHTS

- 19.01 Nothing in this Agreement is intended nor shall it be construed as denying or in any manner limiting the right of the Employer to control and supervise operations and direct all working forces. The Union and employees recognize management's responsibilities and authority to manage its affairs, provided, however, that in the exercise of these responsibilities, the Employer shall not contravene the provisions of this Agreement.
- 19.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 20 – SICK LEAVE, PENSION AND GROUP BENEFITS PLAN

- 20.01 Sick leave means that period of time an employee is permitted to be absent from work with pay because of an illness, injury or quarantine or scheduled medical or dental appointment.
- 20.02 Sick leave for employees shall be recorded in units of hours. The use of sick leave shall be charged against an employee’s sick leave accumulation to the nearest minute.

- 20.03 For sickness, an employee, other than a casual employee, shall be allowed one-half ($\frac{1}{2}$) day for each pay period of service up to a maximum of twelve (12) days per year. When an employee commences employment before the end of the first week of a pay period, their commencement date for the purpose of this section only shall be deemed to be the first (1st) day of the pay period in which they commenced. If their commencement date is after the first week of such pay period, it shall be deemed to be the first (1st) day of the following pay period.
- 20.04 Sick eave may be accumulated to a maximum of one hundred and fifty-four (154) days. Where an employee uses the Long-Term Disability Plan and has no sick leave credits left, the Employer agrees to restore the sick leave entitlement the employee had when they commenced the one hundred and eighty (180) day waiting period for LTD, upon their return to work. The Employer also agrees to restore any sick leave used by an employee while receiving wage loss benefits from Worker's Compensation and/or the Manitoba Public Insurance, upon their return to work.
- 20.05 If an employee has resigned, retired or been discharged and is re-employed as a regular employee by the Employer, they are deemed to be a new employee under this Agreement, except where the employee was laid off for less than fifty-two (52) pay periods, in which case their sick leave entitlement after reinstatement shall be based upon their previous entitlement.
- 20.06 An employee who is absent from duty without prior permission shall communicate the reason for their absence to the Director, Physical Plant. If the Director, Physical Plant cannot be reached, the Supervisor, Physical Plant shall be notified. Notification shall be no later than the employee's starting time.
- 20.07 An employee who suffers an illness which causes them to be absent from work longer than three (3) working days, may be required to submit a medical certificate to the **Associate Vice-President, People & Talent**. The absence shall be charged to the employee's sick leave entitlement. If an employee suffers an illness which causes them to be absent for more than three (3) days and they do not provide a medical certificate, then the employee is to be treated as being absent without pay, provided they have been asked to provide such a certificate.

- 20.08 All eligible employees shall receive a summary of all benefits mentioned in Article 20.11.
- 20.09 An employee receiving wage loss benefits from the Long-Term Disability Plan or Workers Compensation will be deemed to be on leave of absence during that absence and will retain their seniority rights in the same manner as if they were at work, but will not continue to accumulate seniority after the first one hundred and eighty (180) calendar days of such absence.
- 20.10 No regular employee who is off work on unpaid sick leave, long term disability or Worker's Compensation will be laid off or terminated during the first **two (2) years** of such absence. After **the two (2) years**, and should the employee have not returned to work, they shall be considered to be laid off and the provisions of Articles 21.02 and 21.03 shall apply, except, while and should they be on Worker's Compensation, they shall not be limited to the two (2) year recall provision of Article 21.03. **(2020)**
- 20.11 The University Pension Plan, Group Life Insurance, Long Term Disability Plan, Extended Health Plan and Dental Plan shall apply to eligible employees.
- 20.12 The Employer will pay one hundred (100%) percent of a regular employee's monthly premium for group Extended Health Care and Group Life Insurance benefits.
- 20.13 Effective **April 1st, 2022** the Employer shall provide a Health Spending Account in the amount of **seven hundred (\$700.00) dollars** for full-time members **and eligible term employees in option three (3) of the Flex Benefits Plan. (2020)**

ARTICLE 21 – LAY-OFF AND RECALL

- 21.01 In the event of a lay-off in the bargaining unit, employees shall be laid off in the reverse order of their seniority. An employee who is laid-off may assume the position of the most junior employee with less seniority than them in any classification for which they meet the requirements, causing the latter employee to be laid off.
- 21.02 In the event of a lay-off, employees may apply for any existing vacancy within the bargaining unit and, where a vacancy exists, **it shall be awarded in accordance with Article 13.07. (2020)**

21.03 Employees who have been laid off shall have their files maintained for two (2) years and shall be candidates for any vacancy for which they meet the requirements that may exist.

21.04 An employee shall receive a minimum of thirty (30) working days' written notice, or pay in lieu, of the discontinuance of their position which will result in a lay-off. A meeting will be arranged for the employee, a Union Representative, and a representative(s) of the Employer to review available alternatives/options and the terms of this Agreement. Within five (5) working days of that meeting, the employee shall advise the Employer in writing of their option under the terms of this Agreement.

ARTICLE 22 – REMISSION OF TUITION FEES

22.01 In the event that a regular employee enrolls for a course(s) either at a University, Community College, trade school, correspondence school or otherwise:

- (a) The Employer will “waive” the tuition fees for Brandon University credit course(s); or will reimburse the employee for the tuition fees for other course(s) upon the written approval of the Director and the **Associate Vice-President, People & Talent**; and
- (b) The Employer will reimburse the employee for the cost of text(s) upon successful completion of the course.

If a request for remission, initiated by either the Employer or employee, is approved by the Director and the **Associate Vice-President, People & Talent** prior to commencement of such course or courses, and further provided the employee remains in the Employer’s employment for a minimum of one (1) year after completion of the course or courses, unless the employee is laid off or discharged by the Employer. If the employee does not remain in the employ of the Employer for one (1) year and is not laid off or discharged, any tuition fee or cost of texts remitted to the employee shall be repaid by the deduction from vacation pay and salary normally due and payable by the Employer.

22.02 All employees shall have access to the expendable amount determined by the Board of Governors' distribution rate, from the tuition endowment fund, for the spouses and children of employees belonging to the International Union of Operating Engineers Local 987A for annual awards to offset tuition costs at any University or college in accordance with criteria to be established and amended from time to time by the bargaining unit employees in accordance with the Administrative Agreement that initially established the endowment.

22.03 Full-time and part-time members, and their dependents, will receive a one hundred (100%) percent waiver of tuition for credit courses taken at Brandon University. **Student fees shall remain the responsibility of the student/employee. (2020)**

ARTICLE 23 – USE OF UNIVERSITY PREMISES

23.01 The Employer agrees to allow the Union to hold meetings and conduct Union business at the Employer outside the working hours of the employees attending. It is also agreed that the Employer will assign, when required and if possible, a suitable room to the Union for this purpose. The Union may also use the University notice boards.

ARTICLE 24 – PERIOD OF AGREEMENT

24.01 This Agreement shall be in full force and effect from **April 1st, 2020 until March 31st, 2024. (2020)**

24.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party, not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of termination.

24.03 This Agreement may be amended during its term by mutual agreement between the Employer and the Union.

ARTICLE 25 – CONTRACTING OUT

25.01 The Employer agrees that there shall be no contracting out of any duties presently performed by any members of the existing bargaining unit during the life of this Agreement, unless negotiated and agreed upon by the parties of this Agreement.

ARTICLE 26 – TECHNOLOGICAL CHANGE

26.01 For purposes of this Agreement, technological change shall mean changes introduced by the Employer in the manner in which it carries out its operations and services. Such change(s) shall include the following:

- (a) The introduction, because of technological change or development, of equipment, material or processes different in nature, type agreeeor quantity from that previously utilized and/or;
- (b) Any change in work methods, organization, operations or processes which adversely affects one or more employees and/or;
- (c) Any change in location at which the Employer operates and/or;
- (d) Any change(s) resulting from effects of legislation on the work force.

26.02 When the Employer is considering the introduction of a technological change:

- (a) The Employer agrees to notify the Union as soon as possible with full information and to update the information as new developments and/or modifications arise;
- (b) Notwithstanding the foregoing, the Employer shall provide the Union, at least one hundred and twenty (120) days prior to the introduction of the technological change(s), giving a complete description of the change/project to be implemented, disclosing all foreseeable effects and repercussions on employees and shall identify all positions of the Employer which will be affected.

26.03 All data pertinent to the technological change(s) shall be given to the Union.

26.04 When the Employer notifies the Union of its intention to introduce a technological change(s), the parties hereto shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from the intended change(s), and on measures to protect employees from adverse affects. The Employer and the Union agree to bargain in good faith as to all aspects of these matters.

- 26.05 When the parties agree to the required solutions, the solutions shall be set forth in a Memorandum of Agreement signed by the parties hereto, forming part of this Agreement.
- 26.06 When the parties hereto do not reach agreement within sixty (60) days after the date on which the Union receives the aforementioned notification of technological change(s), the agreed upon issues shall be signed off between the parties hereto, and the outstanding issues in dispute shall be referred to Arbitration in accordance with the applicable Article herein within fifteen (15) working days of the failure to agree. Notwithstanding any Article in this Agreement, an Arbitration Board shall have the power to uphold or vary the position of either party hereto, and/or establish new positions or alternatives to be implemented as might be deemed fit to lessen or negate the detrimental effects of the technological change(s) on employees. The award of the Board shall be final and binding upon the parties.
- 26.07 Technological change(s) shall not be introduced until all matters are resolved by agreement and/or Arbitration.
- 26.08 An employee, voluntarily or compulsorily reassigned or reclassified as a result of a technological change(s) shall be provided with whatever retraining they require during their hours of work with full pay from the Employer and at no additional cost to the employee.
- 26.09 No new employees will be hired by the Employer until all employees affected by the technological change(s) have been given an opportunity to retrain for other equivalent or higher paying positions of employment or have been assigned comparable positions at equivalent pay.
- 26.10 The Employer and the Union agree that in the case of some employees, early retirement might be preferable to job retraining. Early retirement offers shall be dealt with by the Employer, the Union, and the affected employee, and such offer shall be at full benefits which the employee would have received at their normal retirement age with no penalties or charges against the pension payable. Nothing herein shall preclude the employee and the Union from initiating early retirement options to the Employer. These options shall be dealt with per the foregoing.

26.11 When all options for affected employees have been exhausted and a lay-off(s) proves necessary, the lay-off(s) shall be in accordance with this Agreement and the employee(s) shall receive Severance Pay in accordance with this Agreement.

ARTICLE 27 – CRIMINAL & CIVIL LIABILITY

27.01 The Employer agrees to reimburse an employee for the legal fees necessarily incurred by that employee in retaining legal counsel for the defense of a legal action, either criminal or civil, initiated against the employee by a third party as a direct result of the performance of their assigned duties, and provided that the actions of the employee do not constitute neglect or misconduct on the part of the employee. The provisions of this Article shall not apply in instances where the Employer or the Employer's insurer provides legal representation for the employee.

27.02 Only legal counsel whose practice is located within the Province of Manitoba shall be retained by an employee under Article 27.01.

ARTICLE 28 – WORKERS' COMPENSATION AND MANITOBA PUBLIC INSURANCE

28.01 When an employee is receiving wage loss benefits from Workers' Compensation and/or Manitoba Public Insurance, they shall be paid their regular salary and the Employer shall receive the amount paid under the Workers' Compensation and/or Manitoba Public Insurance to a maximum period of the employee's earned sick leave entitlement. Following this, the employee will then receive the Workers' Compensation and/or Manitoba Public Insurance benefits directly and no pay from the Employer. The Employer agrees to restore the sick leave entitlement the employee had when they commence Workers' Compensation and/or Manitoba Public Insurance, upon their return to work.

ARTICLE 29 – DISCIPLINE AND DISMISSAL

29.01 Employees shall not be suspended or dismissed except as outlined in Article 29.02 or in accordance with Article 13.01 without observance of the following steps:

1) Verbal Warning

The Employer shall meet with the employee for the purpose of discussing and resolving the problem. The employee shall be notified by the Employer that the discussion is a Verbal Warning in accordance with this Article of the Collective Agreement.

2) Letter of Warning

If the problem is not resolved then a Letter of Warning specifying the area(s) of concern and remedial action expected will be given to the employee. The Employer shall meet with the employee to review the content of the Letter. At this meeting the employee concerned may request the presence of a Union Representative. A copy of the Letter of Warning will be sent to the Union forthwith.

When the Letter of Warning is no longer appropriate the employee will be so notified in writing and the letter removed from their file.

If the Letter of Warning has not been removed from the employee's file within six (6) months from the date of its issuance, the Letter shall be reviewed by the Employer with the employee. At this meeting, the employee may have the assistance of a representative of the Union. At any such meeting, the employee will be informed of the status of the Letter of Warning, as to whether it is still applicable or is to be removed from their file.

A Letter of Warning will expire after twelve (12) months unless its continuance in effect and the reason therefore, are confirmed in writing to the employee. A copy of the notification is to be sent to the Union forthwith.

3) Suspension

If after receiving a Letter of Warning the employee fails to show significant improvement or the problem is not resolved, the employee may be suspended without pay. Any suspension shall be confirmed in writing to the employee. A copy of the Letter of Suspension is to be sent to the Union forthwith.

A suspension without pay shall normally be up to three (3) days except when an employee is suspended in accordance with Article 29.02 in which case the suspension may be for a longer period of time.

4) Dismissal

Subsequent to a suspension if the employee fails to improve or the problem is not resolved, the employee will be dismissed. Any dismissal shall be confirmed in writing to the employee. A copy of the Letter of Dismissal is to be sent to the Union forthwith.

29.02 Unacceptable Behavior

Notice or warning need not be given in cases of suspension or dismissal resulting from cases of severe problems such as violent behavior, insubordination, theft or sexual harassment.

29.03 Employee May Grieve Discipline

If the employee feels that any disciplinary action taken against them by the Employer is unjust, the employee may grieve in accordance with the grievance procedure as set forth in Article 15.

29.04 Any record of discipline in an employee's file shall automatically be removed after two (2) years if there is no related incident within the period. Any record of discipline related to Article 29.02 shall be reviewed by the Employer after the five (5) years.

29.05 Employees shall have the opportunity to examine their personnel file upon written request to Human Resources. Employees shall be entitled to a copy of any information contained in their file upon written request to Human Resources. Only one (1) such official file shall be maintained and kept in the Human Resources Department. The parties agree that this does not apply to working notes.

ARTICLE 30 – MATERNITY / ADOPTION / PARENTAL LEAVE AND MATERNITY LEAVE ALLOWANCE

Maternity / Adoption / Parental Leave

- 30.01 An employee, who qualifies under the *Manitoba Employment Standards Code*, is eligible for maternity and/or adoption/parental leave as per the provisions of the *Manitoba Employment Standards Code*.
- 30.02 Nothing in this article shall prevent an employee from claiming sick leave for absences from work due to illness. During the period of maternity leave; sick leave and vacation benefits will not accrue. However, the period of maternity leave will count towards eligibility for long term vacation entitlement and seniority.
- 30.03 The parties agree that the provisions of this article shall be no less than those in the *Manitoba Employment Standards Code* and the *Federal Employment Insurance Act* as may be amended from time to time.
- 30.04 An employee who takes Maternity Leave and Parental Leave shall take them in one continuous period unless the employee and the Employer otherwise agree. **An employee's maternity leave must commence no later than the date of delivery.** An employee's parental leave shall end sixty-three (63) weeks after it began and conclude within seventy-eight (78) weeks from the date of birth or date of custody. However, an employee may end their parental leave earlier by giving written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wishes to end the leave.
- 30.05 An employee who adopts a child under the laws of the Province of Manitoba, or who becomes the natural parent of a child, and who has opted to take Parental Leave under the *Manitoba Employment Standards Code* and/or the *Federal Employment Insurance Act*, shall be entitled to a parental leave of up to sixty-three (63) continuous weeks.
- 30.06 During the period of maternity/adoption/parental leave, an employee may continue membership in the University Pension and group benefit plans by paying both Employer and employee monthly premiums based upon their regular salary, subject to the provisions of the benefit plans. If membership is continued, the period of leave shall be credited towards years of service in the calculations of pension benefits.

30.07 Upon return to work, an employee who has taken leaves under this Article shall resume their position, unless otherwise agreed to by the parties and assuming the employee's employment contract date has not expired, with their full regular bi-weekly salary and benefits as provided under this Collective Agreement.

Maternity Leave Allowance

30.08 In order to qualify for Maternity Leave Allowance during maternity leave, a pregnant employee must:

- (a) Occupy a position on a full-time or part-time continuing basis, or
- (b) Occupy a position on a full-time or part-time basis for more than one (1) year, and
- (c) Have completed at least seven (7) consecutive months of employment with the Employer, with an appointment of at least fifty (50%) percent full-time equivalent, immediately prior to the date on which the proposed leave commences; and
- (d) Submit a written notice to the Dean/Director at least four (4) weeks prior to the commencement of the leave (such notice period being alterable by mutual agreement and inapplicable if the employee stops working because of complications caused by pregnancy or because of birth, still birth or miscarriage); and
- (e) Provide **Human Resources** with a certificate from a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of their delivery; and
- (f) Provide Human Resources with proof that they have applied for, and is eligible to receive, Employment Insurance benefits.

30.09 The employee is required to return to work upon the expiration of the maternity leave for an equivalent period to the leave taken. The employee shall be required to sign an agreement acknowledging that failure to return to work for the time period specified shall result in a requirement for repayment of the salary received during the leave, unless waived by mutual agreement. In the case of an employee holding a term appointment, the Maternity Leave Allowance paid by the Employer to the employee, as specified below, shall terminate as of the expiration date of said contract,

and the requirement to return to work following the expiration date of said contract shall be waived by the Employer.

- 30.10 A qualified employee shall be entitled to receive Maternity Leave Allowance for a period of sixteen (16) weeks. The qualified employee is also entitled to Maternity Leave Allowance for an additional period equal to the period between the estimated date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate. Maternity leave must commence no later than the date of delivery and must be taken in one (1) consecutive period.
- 30.11 During the period of Maternity leave, the employee who qualifies shall receive from the Employer:
- (a) For **one (1) week**, ninety-three (93%) percent of the employee's regular bi-weekly salary, and
 - (b) For up to a maximum of fifteen (15) additional weeks, an amount equal to the difference between the Employment Insurance (EI) benefits received by the employee and ninety-three (93%) percent of the employee's regular bi-weekly salary.
- 30.12 Contributions to the University Retirement Plan and group benefit plans shall be continued by the Employer and the employee throughout the period that the employee is in receipt of Maternity Leave Allowance from the Employer, on the basis of one hundred (100%) percent of the employee's regular salary. The period of leave shall count as credited service in the calculation of pension benefits. The employee's contributions will be deducted from the Maternity Leave Allowance paid by the Employer to the employee.

ARTICLE 31 – SIGNING PAGE

31.01 IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS FOR AND ON BEHALF OF THE BRANDON UNIVERSITY AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A.

Signed this 8th day of December, 2022.

ON BEHALF OF THE EMPLOYER:



Kristen Fisher
Associate Vice President,
People and Talent



Scott Lamont
Vice-President,
Administration and Finance



Michael McCormick
Director of Physical Plant

ON BEHALF OF THE UNION:



Trevor Yuriy
Business Representative



Tyler Gagnon
Negotiating Committee Member



Brian Parley
Negotiating Committee Member

SCHEDULE “A” – WAGES & CLASSIFICATIONS

Effective April 1st, 2020 Rates

Hourly Rates: 0.00% Increase

Biweekly Rates: 37.5 hour per week x 2 weeks

Annual Rates: 26.089 pay period per year

Effective April 1st, 2020			
CLASSIFICATIONS	Hourly Rates	Biweekly Rates	Annual Rates
2nd Class Power Engineer	\$40.08	\$3,006.00	\$78,423.53
3rd Class Power Engineer	\$36.02	\$2,701.50	\$70,479.43
4th Class Power Engineer	\$33.07	\$2,480.25	\$64,707.24
Plumber (Journeyman)	\$36.56	\$2,742.00	\$71,536.04
Electrician (Journeyman)	\$36.56	\$2,742.00	\$71,536.04
HVAC Technician (Journeyman)	\$36.56	\$2,742.00	\$71,536.04
Carpenter II (Journeyman)	\$35.21	\$2,640.75	\$68,894.53
Carpenter I (Journeyman)	\$31.06	\$2,329.50	\$60,774.33
Painter (Journeyman)	\$33.49	\$2,511.75	\$65,529.05
Chief Engineer	\$40.34	\$3,025.68	\$78,936.97

When the Director or Designate assigns an Employee to relieve the Chief Engineer, they shall be paid the Chief Engineer Premium for all days in which they acted in relief. (2020)

Effective April 1st, 2021 Rates

Hourly Rates: 0.00% Increase

Biweekly Rates: 37.5 hour per week x 2 weeks

Annual Rates: 26.089 pay period per year

Effective April 1st, 2021			
CLASSIFICATIONS	Hourly Rates	Biweekly Rates	Annual Rates
2nd Class Power Engineer	\$40.08	\$3,006.00	\$78,423.53
3rd Class Power Engineer	\$36.02	\$2,701.50	\$70,479.43
4th Class Power Engineer	\$33.07	\$2,480.25	\$64,707.24
Plumber (Journeyman)	\$36.56	\$2,742.00	\$71,536.04
Electrician (Journeyman)	\$36.56	\$2,742.00	\$71,536.04
HVAC Technician (Journeyman)	\$36.56	\$2,742.00	\$71,536.04
Carpenter II (Journeyman)	\$35.21	\$2,640.75	\$68,894.53
Carpenter I (Journeyman)	\$31.06	\$2,329.50	\$60,774.33
Painter (Journeyman)	\$33.49	\$2,511.75	\$65,529.05
Chief Engineer	\$40.34	\$3,025.68	\$78,936.97

Effective April 1st, 2022 Rates

Hourly Rates: 1.25% Increase

Biweekly Rates: 37.5 hour per week x 2 weeks

Annual Rates: 26.089 pay period per year

Effective April 1st, 2022			
CLASSIFICATIONS	Hourly Rates	Biweekly Rates	Annual Rates
2nd Class Power Engineer	\$40.58	\$3,043.58	\$79,403.83
3rd Class Power Engineer	\$36.47	\$2,735.27	\$71,360.43
4th Class Power Engineer	\$33.48	\$2,511.25	\$65,516.08
Plumber (Journeyman)	\$37.02	\$2,776.28	\$72,430.24
Electrician (Journeyman)	\$37.02	\$2,776.28	\$72,430.24
HVAC Technician (Journeyman)	\$37.02	\$2,776.28	\$72,430.24
Carpenter II (Journeyman)	\$35.65	\$2,673.76	\$69,755.71
Carpenter I (Journeyman)	\$31.45	\$2,358.62	\$61,534.00
Painter (Journeyman)	\$33.91	\$2,543.15	\$66,348.16
Chief Engineer	\$40.85	\$3,063.50	\$79,923.68

Effective April 1st, 2023 Rates

Hourly Rates: 1.25% Increase

Biweekly Rates: 37.5 hour per week x 2 weeks

Annual Rates: 26.089 pay period per year

Effective April 1st, 2023			
CLASSIFICATIONS	Hourly Rates	Biweekly Rates	Annual Rates
2nd Class Power Engineer	\$41.09	\$3,081.62	\$80,396.38
3rd Class Power Engineer	\$36.93	\$2,769.46	\$72,252.43
4th Class Power Engineer	\$33.90	\$2,542.64	\$66,335.03
Plumber (Journeyman)	\$37.48	\$2,810.98	\$73,335.62
Electrician (Journeyman)	\$37.48	\$2,810.98	\$73,335.62
HVAC Technician (Journeyman)	\$37.48	\$2,810.98	\$73,335.62
Carpenter II (Journeyman)	\$36.10	\$2,707.18	\$70,627.65
Carpenter I (Journeyman)	\$31.84	\$2,388.10	\$62,303.18
Painter (Journeyman)	\$34.33	\$2,574.94	\$67,177.51
Chief Engineer	\$41.36	\$3,101.79	\$80,922.72

LETTER OF UNDERSTANDING #1

BETWEEN

BRANDON UNIVERSITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A

Brandon University agrees to pay each of the employees in the unit the sum of twenty-five (\$25.00) dollars per month as a clothing allowance during the period of this Agreement.

Brandon University agrees to reimburse regular employees up to a maximum of **two hundred and twenty-five (\$225.00) dollars** per fiscal year for the purchase of required and approved safety shoes/boots. **The Employer agrees to replace approved safety shoes/boots if they are damaged throughout the course of the year.** Should an employee not receive a reimbursement in a fiscal year, the funds shall remain available for subsequent years to a maximum reimbursement of **four hundred and fifty (\$450.00) dollars.**

In acceptance of the aforementioned, the parties have affixed their signatures.

Signed this 8th day of December, 2022.

ON BEHALF OF THE EMPLOYER:



Kristen Fisher
Associate Vice President,
People and Talent



Scott Lamont
Vice-President,
Administration and Finance



Michael McCormick
Director of Physical Plant

ON BEHALF OF THE UNION:



Trevor Yuriy
Business Representative



Tyler Gagnon
Negotiating Committee Member



Brian Parley
Negotiating Committee Member

LETTER OF UNDERSTANDING #2

BETWEEN

BRANDON UNIVERSITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A

Brandon University agrees that effective April 1st, 2006 there will no longer be a requirement for power engineers to work shift work. Should shift work become a requirement in the future, the terms and conditions of the 2003 – 2006 Collective Agreement specifically relating to shift work will apply. i.e.) Clauses 7.1.1; 7.1.3; 7.4; 7.5; 9.4.1; 10.2.4; 10.6; 14.7.3; 20.1.5;, Letter of Understanding #2.

In acceptance of the aforementioned, the parties have affixed their signatures.

Signed this 8th day of December, 2022.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:



Kristen Fisher
Associate Vice President,
People and Talent



Trevor Yuriy
Business Representative



Scott Lamont
Vice-President,
Administration and Finance



Tyler Gagnon
Negotiating Committee Member



Michael McCormick
Director of Physical Plant



Brian Parley
Negotiating Committee Member

LETTER OF UNDERSTANDING #3

BETWEEN

BRANDON UNIVERSITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A

RE: INDEFINITE TERM

Indefinite Term definition:

An employee who is solely hired for the replacement of an ill or injured employee where the duration of the employee's absence is unknown. Where the Employer deems a term position to be of indefinite length due to an employee's illness or injury, the term position shall be posted as "indefinite term" and the Union shall receive notification of the posting immediately as well as the name of the absent individual whom this position will be replacing. The indefinite term position shall conclude upon the return or termination of the originally ill/injured employee or where the employee is ultimately deemed to be medically unable to return to their original position. Employees returning from this leave will provide the Employer with as much notice as possible of the date of return. The employee occupying said "indefinite term" position shall receive notice equivalent to the amount of notice the employee returning from the leave provides the Employer:

1. Benefits

Pension:

Indefinite Term employees shall be required to join the University Pension Plan should they meet one quarter ($\frac{1}{4}$) of the Yearly Maximum Pensionable Earnings (YMPE) over two (2) consecutive years.

Health:

Indefinite Term employees shall be required to complete twelve (12) months of continuous service with a minimum of seventeen point five (17.5) hours worked per week in order to qualify for the University Group Life Insurance, Long Term Disability, Extended Health and Dental Plan.

University Tuition:

Indefinite Term employees shall be required to work a minimum of half ($\frac{1}{2}$) the regular hours of work of a full-time employee in order to qualify for the Remission of Tuition Fees as per Articles 22.01, 22.02, & 22.03 of the Collective Agreement.

Vacation:

Indefinite Term employees shall earn vacation credits based on hours worked from the commencement of their employment in accordance with Article 12 of the Collective Agreement.

Sick:

Indefinite Term employees shall earn sick leave credits based on hours worked from the commencement of their employment in accordance with Article 20 of the Collective Agreement.

Clothing:

Indefinite Term employees shall be provided with the same clothing and footwear allowance as regular employees.

2. The parties agree that the Employer has no obligation to provide a guarantee of hours and/or length of term.
3. Indefinite Term employees shall accrue seniority only for the purpose of applying for additional/new indefinite term positions. They may also utilize this seniority for the purpose of applying for posted vacancies over outside candidates provided they have the ability, necessary qualifications and a good employment record.
4. Indefinite Term employees, upon becoming a regular employee (full time) shall have all past hours worked in this bargaining unit recognized for matters of seniority and benefits as outlined in this Collective Agreement.
5. The Employer shall keep a record of the seniority of Indefinite Term employees for twelve (12) months.
6. After layoff and/or return of the ill or injured employee, an Indefinite Term employee may be recalled to fill another vacancy for an ill or injured employee without the requirement for a posting as outlined in Article 13.07 provided they have the ability, necessary qualifications and a good employment record.

In acceptance of the aforementioned, the parties have affixed their signatures.

Signed this 8th day of December, 2022.

ON BEHALF OF THE EMPLOYER:



Kristen Fisher
Associate Vice President,
People and Talent




Scott Lamont
Vice-President,
Administration and Finance



Michael McCormick
Director of Physical Plant

ON BEHALF OF THE UNION:



Trevor Yuriy
Business Representative



Tyler Gagnon
Negotiating Committee Member



Brian Parley
Negotiating Committee Member

LETTER OF UNDERSTANDING #4

BETWEEN

BRANDON UNIVERSITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A

Division of minor carpentry duties:

In administering this Letter of Understanding (LOU), the parties agree to the division of work between the 987A and the 987D staff with respect to minor carpentry duties as follows:

Addition of duties specific to 987D:

1. Dismantle of furniture/fixtures not attached to building infrastructure.
2. Assembly of furniture/fixtures not attached to building infrastructure.
3. Replacement, relocation, and/or disposal of furniture and/or fixture.
4. Use of tools shall be limited to hand tools and a cordless drill (to be provided by the Employer on a 987D side cart in central storage).

Duties specific to 987A:

1. All infrastructure.
2. Damage/repairs to furniture.
3. Custom fabrication.
4. Hanging of all wall-mounted applications.
5. All other duties in the carpenter job description.

This LOU shall be in force from the date of signing until September 1st, 2022.

The parties agree to discuss any items of concern during future Labour Management meetings.

After review with all parties after September 1st, 2022, this LOU shall be subject to renewal on a yearly basis until the expiry of the new Collective Agreement.

In acceptance of the aforementioned, the parties have affixed their signatures.

Signed this 8th day of December, 2022.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:



Kristen Fisher
Associate Vice President,
People and Talent

Trevor Yuriy
Business Representative



Scott Lamont
Vice-President,
Administration and Finance

Tyler Gagnon
Negotiating Committee Member



Michael McCormick
Director of Physical Plant

Brian Parley
Negotiating Committee Member

LETTER OF UNDERSTANDING #5

BETWEEN

BRANDON UNIVERSITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A

RE: APPRENTICE AND STUDENT INTERN POSITIONS

Differentiation between the two (2) classifications is proposed as follows:

Apprentice:

A person who is registered with a certified trade, is working towards their journeyperson ticket, and has agreed to work for a fixed period at a set wage to accomplish their required training hours for graduation and experience in their program. Apprentices will be assigned independent tasks and compensated for their efforts. Rates to be set at the percentages (%) as per Apprenticeship Manitoba, however utilizing the Brandon University Schedule "A" rate of each classification as the base rate. Apprentices are required to pay Union dues.


Student Intern:

A person who is registered with a post-secondary institution and requires work experience to complete all of their academic credit. Student interns require peer support during their term and are not required to complete any independent assigned tasks that would normally be completed by an employee. No compensation is supported for this program. Student Interns are not required to pay Union dues.


In acceptance of the aforementioned, the parties have affixed their signatures.

Signed this 8th day of December, 2022.

ON BEHALF OF THE EMPLOYER:



Kristen Fisher
Associate Vice President,
People and Talent



Scott Lamont
Vice-President,
Administration and Finance



Michael McCormick
Director of Physical Plant

ON BEHALF OF THE UNION:



Trevor Yuriy
Business Representative



Tyler Gagnon
Negotiating Committee Member



Brian Parley
Negotiating Committee Member

LETTER OF UNDERSTANDING #6

BETWEEN

BRANDON UNIVERSITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A

RE: I.U.O.E. Training Fund

The Union and Employer agree to sign this Letter of Understanding that will initiate upon ratification and last to the duration of this collective agreement and then revisit this in the next round of bargaining.

The Union shall provide the Director a free of charge tour of the facility and courses in Crosby, Texas, USA in order to evaluate the facility and courses offered. All costs to be covered by the Union except for travel to and from Winnipeg and parking at the Winnipeg James Armstrong Richardson International Airport.

I.U.O.E. TRAINING FUND

The Employer shall pay an amount per hour for each hour worked by each employee covered by this Collective Agreement and shall submit the said amount to the I.U.O.E. Local 987 International Training Centre Trust Fund on the following basis:

- Five (\$0.05) cents per hour.

The Employer will submit these monies to the I.U.O.E. Local 987 International Training Centre Trust Fund, c/o Coughlin & Associates, Box 764, Winnipeg, MB R3C 2L4. Contributions will be submitted by the fifteenth (15th) day of the month following the month in which the hours were worked and at no time will the Training Trust Fund contributions be paid directly to the employee.

Employees who are members in good standing and are covered under this collective agreement will be eligible to apply for training at the International Training Centre for the term of this Agreement.

In acceptance of the aforementioned, the parties have affixed their signatures.

Signed this 8th day of December, 2022.

ON BEHALF OF THE EMPLOYER:



Kristen Fisher
Associate Vice President,
People and Talent



Scott Lamont
Vice-President,
Administration and Finance



Michael McCormick
Director of Physical Plant

ON BEHALF OF THE UNION:



Trevor Yuriy
Business Representative



Tyler Gagnon
Negotiating Committee Member



Brian Parley
Negotiating Committee Member

