



**BRANDON  
UNIVERSITY**

## **COLLECTIVE AGREEMENT**

BETWEEN

**BRANDON UNIVERSITY**

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 987A**

**April 1, 2024 to March 31, 2028**



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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 (1) of the occupational classifications within the scope of this Collective Agreement.
- 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.
- 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.

- 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).
- 2.05 Layoff: An employee who 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 Supervisor: The Facilities Manager or their designee, or such person as the Employer designates.**
- 2.08 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.
- 2.09 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.

### **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.
- 3.05 No employee of this bargaining unit shall do the work of a supervisor outside of the bargaining unit without Union 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 **and/or Supervisor**.
- 4.03 When the Director/Supervisor assigns an employee to relieve the Chief Engineer, they shall be paid the Chief Engineer rate for all days in which they act in relief. If an employee is assigned to relieve the Chief Engineer for less than a full day, they shall receive the Chief Engineer rate of pay for the full day.**
- 4.04 **The Director, Supervisor,** 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. **In the context of safety, an emergency is an urgent, unexpected, and usually dangerous situation that poses an immediate risk to health, life, property, or the environment.**
- 4.05 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 **Shop Steward**. **Such information shall be communicated, in writing, to the Associate Vice-President, People and Talent.**
- 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/**Supervisor**. 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/**Supervisor**, a **Shop 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/**Supervisor**.
  - (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 T4 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 **normally** between the hours of 12:00 noon and 1:00 p.m. **Unless in exceptional circumstances, the parties agree to provide twenty-four (24) hours' notice when requesting a change to the lunch period. No reasonable requests shall be denied.** 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.
- 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.
- 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 **University** will add to the hourly rate of pay for any licensed trade classification an additional **one dollar (\$1.00)** per hour for all hours worked when the **University** requires and the incumbent possesses the second (2<sup>nd</sup>) trade qualification **or certification (e.g., Canadian Fire Alarm Technician License (CFAA), Manitoba Ozone Protection Industry Association (MOPIA), Certified Technicians and Technologists Association of Manitoba (CTTAM))**. When the **University** and the incumbent mutually agree on obtaining a second (2<sup>nd</sup>) trade, the **University** will support the incumbent to obtain the second (2<sup>nd</sup>) trade. The

increase will be effective as of the first (1<sup>st</sup>) day of the pay period that follows the date that the ticket is effective.

- 7.08 Any employee who works on a Saturday or Sunday shall receive a shift premium of **ninety cents (\$0.90)** 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 **thirty-five cents (\$1.35)** per hour for all hours worked. Shift premium will not apply to employees whose shift ends at 4:30 p.m. **or** to employees on standby or when overtime rates apply.
- 7.10 Standby 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 standby shall be paid two (2) hours basic pay for each calendar day. An employee may elect to bank hours earned while on standby in accordance with Article 10.07. Employees may elect to receive time off instead of payment for standby 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 standby coverage on a rotational basis for a period of one (1) week (7 days). The Employer will exclude individual employees from the standby rotation at their request provided that the standby 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.
- 7.13 Employees who are called back while on standby shall be paid as per Article 10.03.

**7.14 Employees shall receive a rest period of not less than eight (8) hours between regularly scheduled shifts. In those cases where an eight (8) hour rest period is not observed, the employee shall receive pay at the rate of two (2) times their regular hourly rate for that portion of the rest period which is less than eight (8) hours. Where an employee is called into work within two (2) hours of their next scheduled shift and provided the employee has not already been called in to work since the completion of their last scheduled shift, the rest period will not apply. The employee will be paid the minimum call back and will receive the regular rate for the regular shift.**

#### **ARTICLE 8 – EXAMINATIONS**

8.01 Employees writing examinations for any class of certificates or trade licenses approved by the Director/**Supervisor** 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 **or** license as required by the Employer upon presentation of a valid receipt.

#### **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.

- 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/**Supervisor**. 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 (2) time 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 (2) time.
- 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 (2) times 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 (3) 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 **equal** to a maximum of **two (2) weeks' regular working hours**. Any overtime in excess of this will automatically be paid out through regular payroll on the regular payday. **Any accumulated hours not received as time off by the fiscal year end shall be paid, or the employee and the Employer may mutually agree to have unused accumulated overtime taken off in the following fiscal year. No reasonable requests to carry forward unused accumulated overtime shall be denied.** Employees shall submit requests for use of banked overtime to the Director or **Supervisor** 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 **Supervisor**.

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 of unscheduled overtime on any day shall be entitled, after the first three (3) hours and each subsequent four (4) hour overtime period, to have a meal provided to them by the Employer. **Where a meal cannot be provided by the Employer, the Employer agrees to compensate the employee for a meal in an amount consistent with one-third (1/3) of the established daily University per diem rates.**

**For the purpose of this Clause, “scheduled days” shall be those for which an employee is given seventy-two (72) hours' notice and “unscheduled days” shall be any time worked outside of the scheduled hours as per the seventy-two (72) hour notice period.**

## 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., **bereavement** 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 31<sup>st</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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, **prorated based on full-time equivalent status**, 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/**Supervisor**, 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.

- 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 31<sup>st</sup> of any year shall be entitled to one and one-quarter (1 ¼) days' 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.
- 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 percent (6%) of hours worked;
  - (b) For employees whose level of vacation entitlement is four (4) weeks' vacation: Eight percent (8%) of hours worked;
  - (c) For employees whose level of vacation entitlement is five (5) weeks' vacation: Ten percent (10%) of hours worked;
  - (d) For employees whose level of vacation entitlement is six (6) weeks' vacation: Twelve percent (12%) of hours worked.
- 12.11 Regular employees will indicate their preference of vacation time by April 1<sup>st</sup> of each year. The Director or designate will post an approved vacation schedule not later than May 15<sup>th</sup> 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.
- 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 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.
- 12.15 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/**Supervisor** 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 (1<sup>st</sup>) 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 Employees who have agreed to be appointed to a position outside of the bargaining unit (e.g., exempt position) for an interim period shall continue to pay Union dues and have the right to return to their former position. Unless otherwise agreed to by the parties, the appointment shall be for an interim period of up to one (1) year. Upon return, their Union status will be reinstated as it was (i.e., rate of pay, vacation accumulation rate, anniversary date, seniority, benefits, and classification).**
- 13.06 An employee shall lose all seniority if they:
- (a) Voluntarily quit the employ of the Employer;
  - (b) **Are** discharged;
  - (c) Have been laid off more than twenty-four (24) consecutive months;
  - (d) Following a layoff, 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.
- 13.07 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 31<sup>st</sup>. 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.

13.08 **Provided** an employee has **demonstrated** 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, layoff, recall after layoff, awarding of a new position or vacated position, or relieving another employee in a higher paid classification.

13.09 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.

#### **ARTICLE 14 – LEAVE OF ABSENCE AND BEREAVEMENT 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 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.

The period of such leave shall not exceed **five (5) working days** on any one (1) occasion. **The period of leave may be taken consecutively or, in instances where the observance is at a later date, the period of leave may be split.** Any time over and above the said **five (5) days** 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 **bereavement** leave, as listed in this Article, during vacation leave, shall receive vacation credits equal to the number of days of **bereavement** leave granted.

14.05 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.

14.06

- (a) A regular or term employee who is required to be absent to care for familial obligations, including as may be required for, but not limited to, dependent(s), parents(s), or sibling(s) shall be granted leave with pay in accordance with the University's Care for Leave Guidelines. The period of such leave shall not exceed ten (10) days in anyone (1) fiscal year (care-for-leave).

- (b) Any time over and above shall be charged against **another appropriate and available bank of paid time (i.e., earned annual vacation, earned banked overtime)** or be **leave** without pay. The period of such leave will be mutually determined by the employee and the Director.
- (c) Where an employee qualifies for compassionate care leave in accordance with the provisions of Article 14.13 and Employment Standards Legislation, the employee shall have access to their ten (10) days of paid days of Care for Leave.

- 14.07 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.
- 14.08 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.
- 14.09 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.
- 14.10 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.
- 14.11 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.
- 14.12 An employee on education leave of absence shall continue to accrue seniority up to a maximum of one (1) year while on such leave.
- 14.13 Compassionate care leave shall be granted in accordance with *The Employment Standards Code of Manitoba*.

## **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 and 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 and 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 **Shop** 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 grievor and/or representative

Step 2: Where the decision is unsatisfactory to the grievor, the grievance shall, within ten (10) days from the date the reply was received from Step 1, be presented by the grievor and/or representative to the Associate Vice-President, People and 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 grievor 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 grievor or representative may process the grievance to the next step.

- 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 and Talent for a decision. If the Associate Vice-President, People and 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 and Talent's decision. The decision of the Board of Governors shall be final and binding upon the parties.

#### 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 or 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 (3<sup>rd</sup>) 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 (1) 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 **three (3)** 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. **The Union shall provide the names of its appointed representatives, alternatives, and/or substitutes, in writing, to the Associate Vice-President, People and Talent. The Employer shall provide the names of its appointed representatives, alternatives, and/or substitutes, in writing, to the Member Representative.**

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.

## **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) week's 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 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 (1<sup>st</sup>) day of the pay period in which they commenced. If their commencement date is after the first (1<sup>st</sup>) week of such pay period, it shall be deemed to be the first (1<sup>st</sup>) day of the following pay period.

20.04 Sick leave may be accumulated to a maximum of one hundred and fifty-four (154) days. Where an employee uses the Long-Term Disability Plan (LTD) 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) **calendar** 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 Workers' 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 **Supervisor**, Physical Plant. If the **Supervisor**, Physical Plant cannot be reached, the **Director**, 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 and 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 Workers' 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.
- 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 percent (100%) of a regular employee's monthly premium for group Extended Health Care and Group Life Insurance benefits.

20.13 The Employer shall provide a Health Spending Account in the amount of seven hundred dollars (\$700.00) for **eligible** full-time **regular and term employees, and three hundred fifty dollars (\$350.00) for eligible part-time and term employees** in option three (3) of the Flex Benefits Plan.

## **ARTICLE 21 – LAYOFF AND RECALL**

21.01 In the event of a layoff 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 layoff, 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.

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 layoff. 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, College, **Polytechnic**, 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/**Supervisor** and the Associate Vice-President, People and 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/**Supervisor** and the Associate Vice-President, People and 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 fees 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 percent (100%) waiver of tuition for credit courses taken at Brandon University. Student fees shall remain the responsibility of the student/employee.

### **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 1<sup>st</sup>, 2024, until March 31<sup>st</sup>, 2028.**

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 or quantity from that previously utilized and/or;
- (b) Any change in work methods, organization, operations, or processes which adversely affects one (1) 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 layoff(s) proves necessary, the layoff(s) shall be in accordance with this Agreement and the employee(s) shall receive severance pay in accordance with this Agreement.

## **ARTICLE 27 – CRIMINAL AND 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 (3<sup>rd</sup>) 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 payee details set out above are subject to the provisions of Workers' Compensation and/or Manitoba Public Insurance.** 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 Employment Standards Code of Manitoba*, is eligible for maternity and/or adoption/parental leave as per the provisions of *The Employment Standards Code of Manitoba*.

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 Employment Standards Code of Manitoba* 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 (1) 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 Employment Standards Code of Manitoba* 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 percent (50%) 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 percent (93%) 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 benefits received by the employee and ninety-three percent (93%) 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 percent (100%) 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 – SAFETY FOOTWEAR ALLOWANCE**

**31.01 Brandon University agrees to reimburse regular employees up to a maximum of two hundred and fifty dollars (\$250.00) 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 five hundred dollars (\$500.00).**

**ARTICLE 32 – SIGNING PAGE**

32.01 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 15th day of May, 2025.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:



Kristen Fisher  
Associate Vice President,  
People and Talent



Darcy Tideman  
Business Representative



Andrea Cruise  
Human Resources Officer



Tyler Gagnon  
Negotiating Committee Member



Nolan Trembath  
Director, Physical Plant



Brian Parley  
Negotiating Committee Member

**SCHEDULE A – WAGES AND CLASSIFICATIONS**

<b>Classifications</b>	<b>Current Hourly Rates</b>	<b>2024 (2.5%)</b>	<b>M/A Oct 1 2024 (1.975%)</b>	<b>2025 (2.75%)</b>	<b>2026 (3%)</b>	<b>M/A Oct 1 2026 (1.095%)</b>	<b>2027 (3%)</b>
<b>Chief Engineer</b>	\$41.86*	\$42.91	\$43.75	\$44.96	\$46.31	\$46.81	\$48.22
<b>3rd Class Power Engineer</b>	\$37.43*	\$38.37	\$39.12	\$40.20	\$41.41	\$41.86	\$43.11
<b>4th Class Power Engineer</b>	\$34.40*	\$35.26	\$35.96	\$36.95	\$38.05	\$38.47	\$39.62
<b>Plumber (Journeyman)</b>	\$37.48	\$38.42	\$39.18	\$40.25	\$41.46	\$41.91	\$43.17
<b>Electrician (Journeyman)</b>	\$37.48	\$38.42	\$39.18	\$40.25	\$41.46	\$41.91	\$43.17
<b>HVAC Technician (Journeyman)</b>	\$37.48	\$38.42	\$39.18	\$40.25	\$41.46	\$41.91	\$43.17
<b>Carpenter (Journeyman)</b>	\$36.10	\$37.00	\$37.73	\$38.77	\$39.93	\$40.37	\$41.58
<b>Painter (Journeyman)</b>	\$34.33	\$35.19	\$35.88	\$36.87	\$37.98	\$38.39	\$39.54

**\*Current hourly rate adjusted to reflect additional compensation for engineer classifications based upon Article 7.07 from the 2020 – 2024 Collective Agreement.**

LETTER OF UNDERSTANDING #1

Between

**BRANDON UNIVERSITY**

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A**

**RE: CLOTHING ALLOWANCE**

Brandon University agrees to pay each of the employees in the unit the sum of twenty-five dollars (\$25.00) per month as a clothing allowance **until such time as the Employer implements uniforms. The clothing allowance shall cease to be paid starting with the month following the implementation of uniforms.**

**The Employer will communicate clear and transparent expectations regarding the transition to uniforms at least four (4) weeks in advance of the implementation date.**

**This Letter of Understanding terminates upon administering last payment to employees, following implementation of uniforms.**

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

Signed this 15th day of May, 2025.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:



Kristen Fisher  
Associate Vice President,  
People and Talent



Darcy Tiderman  
Business Representative



Andrea Cruise  
Human Resources Officer



Tyler Gagnon  
Negotiating Committee Member



Nolan Trembath  
Director, Physical Plant



Brian Parley  
Negotiating Committee Member

LETTER OF UNDERSTANDING #2

Between

BRANDON UNIVERSITY

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A

RE: POWER ENGINEERS SHIFT WORK

Brandon University agrees that, effective April 1<sup>st</sup>, 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 15<sup>th</sup> day of May, 2025.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:



Kristen Fisher  
Associate Vice President,  
People and Talent



Darcy Tideman  
Business Representative



Andrea Cruise  
Human Resources Officer



Tyler Gagnon  
Negotiating Committee Member



Nolan Trembath  
Director, Physical Plant



Brian Parley  
Negotiating Committee Member

## LETTER OF UNDERSTANDING #3

Between

**BRANDON UNIVERSITY**

and

**THE 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, **or to backfill a probationary period in accordance with Article 13 and** 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 **unknown period of absence**, 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 **layoff** of the **original** employee or where the employee is ultimately deemed to be medically unable to return to their original position, **with a minimum of one (1) week's notice**. 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 **or as in accordance with *The Employment Standards Code of Manitoba*, whichever is greater.**

#### 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. **Indefinite term employees may join the University Pension Plan but are not obligated to do so until they meet one quarter (twenty-five percent (25%)) of the YMPE.**

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, and Extended Health and Dental Plan. **Access to benefits will begin after the twelve (12) months of continuous service and will not be applied retroactively to the start date.**

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, and 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. **The Employer will review the uniform complement upon confirmation that the indefinite term will be in place for an extended period of time.**

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 **demonstrated** ability, necessary qualifications, and a good employment record.

4. Indefinite term employees, upon becoming a regular employee (full-time **or part-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, **or the return of an employee for which they are backfilling**, an indefinite term employee may be recalled to fill another vacancy for an ill or injured employee, **or to backfill for another position**, without the requirement for a posting as outlined in Article 13.07 provided they have **demonstrated** ability, necessary qualifications, and a good employment record.

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

Signed this 15th day of May, 2025.

ON BEHALF OF THE EMPLOYER:



Kristen Fisher  
Associate Vice President,  
People and Talent



Andrea Cruise  
Human Resources Officer



Nolan Rembath  
Director, Physical Plant

ON BEHALF OF THE UNION:



Darcy Tideman  
Business Representative



Tyler Gagnon  
Negotiating Committee Member



Brian Parley  
Negotiating Committee Member

**LETTER OF UNDERSTANDING #4**

Between

**BRANDON UNIVERSITY**

and

**THE 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 journeyman 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 15<sup>th</sup> day of May, 2025.

ON BEHALF OF THE EMPLOYER:



Kristen Fisher  
Associate Vice President,  
People and Talent



Andrea Cruise  
Human Resources Officer



Nolan Trembath  
Director, Physical Plant

ON BEHALF OF THE UNION:



Darcy Tideman  
Business Representative



Tyler Gagnon  
Negotiating Committee Member



Brian Parley  
Negotiating Committee Member

**LETTER OF UNDERSTANDING #5**

Between

**BRANDON UNIVERSITY**

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987A**

**RE: I.U.O.E. TRAINING FUND**

The Employer shall pay an amount per hour for each **regular** 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:

**Ten cents (\$0.10) 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 (15<sup>th</sup>) 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 **and the Operating Engineers Training Institute of Manitoba (OETIM)** for the term of this Agreement.

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

Signed this 15<sup>th</sup> day of May, 2025.

ON BEHALF OF THE EMPLOYER:



Kristen Fisher  
Associate Vice President,  
People and Talent

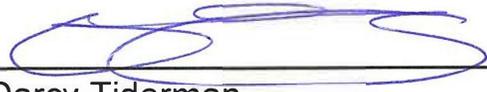


Andrea Cruise  
Human Resources Officer



Nolan Trembath  
Director, Physical Plant

ON BEHALF OF THE UNION:



Darcy Tideman  
Business Representative



Tyler Gagnon  
Negotiating Committee Member



Brian Parley  
Negotiating Committee Member





