



**BRANDON  
UNIVERSITY**

# **COLLECTIVE AGREEMENT**

BETWEEN

**BRANDON UNIVERSITY**

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 987D**

**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 987D  
(Hereinafter referred to as the “Union”)

## ARTICLE 1 – DEFINITIONS AND ENTITLEMENTS

### Definitions

- 1.01 Employee: A person employed by the University on a full-time or part-time basis and including casual, **term** and seasonal employees, as defined below, in one of the occupational classifications within the scope of this Collective Agreement. **(2020)**
- 1.02 Regular Employee: A full-time employee (who works the hours specified in Article 6.01) or a part-time employee (who works less than the hours specified in Article 6.01) who is employed on a continuing basis. This includes employees on probation.
- 1.03 **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)**
- 1.04 **Seasonal Employee: An employee who provides temporary work that is expected to only last until the end of a season (the period for which the services are in demand). A seasonal employee may be extended into the next season in accordance with Article 10.07. (2020)**
- 1.05 Casual Employee: An employee who is employed to work on an unscheduled, intermittent basis **and/or to cover short notice absences. (2020)**

- 1.06 **Indefinite Term:** An employee who is hired for the replacement of an ill or injured employee, or to backfill a probationary period in accordance with Article 10.01 (b). The indefinite term position shall conclude upon the return or layoff of the original employee, or where the employee is ultimately deemed medically unable to return to their original position, or where the promoted employee successfully completed the probationary period in the new classification (see MOU #3). (2020)
- 1.07 **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)
- 1.08 **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)

1.09 Entitlements

A part-time employee shall be entitled to the benefits of a full-time employee pro-rata (as applicable).

A casual employee shall be entitled to the following benefits:

- (a) Statutory holiday pay and vacation pay in accordance with the *Employment Standards Code of Manitoba*;

- (b) Overtime payment in accordance with the provisions of this Agreement;
- (c) Except as otherwise provided, all other benefits of this Agreement.

A seasonal employee and position shall be entitled to and governed by the same provisions as a **term** employee and position. **(2020)**

A **term** employee shall be entitled to the benefits of this Agreement, pro-rata, except as otherwise provided. **(2020)**

**NOTE:** Casual and **term** employees, by virtue of their employment, shall not reduce the regular working hours of any other category of employee. **(2020)**

## **ARTICLE 2 – OBJECT**

- 2.01 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.
- 2.02 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 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-5525 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 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.
- 3.05 Where the context so requires, feminine and masculine genders, and singular and plural numbers shall be considered interchangeable.
- 3.06 No employee shall be required or permitted to make an agreement with the Employer which conflicts with this Agreement.
- 3.07 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, also the names of all employees who have terminated with the Employer, for whatever reason, and their classification.

#### **ARTICLE 4 – REPRESENTATIVES, COMMITTEES AND MEETINGS**

- 4.01 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.
- 4.02 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 unless it is unduly detrimental to the safety and efficiency of the operations.
- 4.03 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 or designee.
  - (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.

- 4.04 When the Employer requires an employee to be present at a meeting called by the Employer, time spent at such meeting will be considered as time worked. This provision shall not apply to dinner meetings, where attendance by an employee is voluntary.

## **ARTICLE 5 – UNION DUES**

- 5.01 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.
- 5.02 The Employer will remit to the Union monthly the amounts deducted under Article 5.01.
- 5.03 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.
- 5.04 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 6 – WORKING HOURS AND SHIFTS**

- 6.01 The normal working hours for full-time regular or **term** employees shall be thirty-six and one-quarter (36 ¼) hours per week, consisting of five (5) consecutive days (Monday to Friday for regular employees of record as of November 16<sup>th</sup>, 1995, except by mutual agreement) of seven and one-quarter (7 ¼) hours per day. **(2020)**

- 6.02 Meal and Rest Periods

(a) An employee working a full day (per Article 5.01) shall be granted one (1) meal break and two (2) rest periods, one (1) rest period to be granted before the meal break and the other after.



(b) An employee working five (5) hours in a day, but less than a full day, shall be granted one (1) meal break and one (1) rest period.

(c) An employee working less than five (5) hours in a day shall be granted one (1) rest period.

(d) Meal breaks shall be uninterrupted, without pay, and of not less than thirty (30) minutes duration, or more than sixty (60) minutes. Where the work shift so accommodates, the meal break will be between 11:30 a.m. and 1:00 p.m.

(e) Rest periods shall be uninterrupted, with pay, and of fifteen (15) minutes duration. They shall not begin until one (1) hour after commencement of work, or less than one (1) hour before either the meal break or the termination of work. They shall not be combined with a meal period or non-work time.

6.03 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.

6.04 An employee's record of attendance shall be available for review by the employee.

6.05 Posting Work Schedule

The Employer shall post a weekly work schedule for all regular, **term** and seasonal employees, not later than the previous Thursday, for a two (2) week period. If a new schedule is not posted by Thursday noon, then the previously posted schedule shall continue for the following two (2) week period. Such schedule may be changed providing the employee receives forty-eight (48) hours' notice of change. If no notice is given, the Employer shall pay an additional four (4) hours pay to the employee. **(2020)**

6.06 Effective the date of signing this agreement, a regular, **term** and seasonal employee who works a full shift where one-half ( $\frac{1}{2}$ ) or more of the hours are worked between **5:00 p.m. and 5:00 a.m.** shall receive a shift premium of **one dollar and fifty cents (\$1.50)** per hour for hours worked between **5:00 p.m. and 5:00 a.m.** A premium of **one dollar and fifty cents (\$1.50)** per hour shall apply to all hours worked on a Saturday and Sunday by a regular employee. These premiums are not applicable when overtime rates

apply. Shift premium work shall be offered in accordance with Memorandum of Understanding #1 regarding Article 7.12. **(2020)**

6.07 An employee scheduled to work, and who reports for work shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.

6.08 Relieving Rates of Pay

**When the Director or designate assigns an employee to relieve the Lead Hand or Assistant Lead Hand, they shall be paid the Lead Hand or Assistant Lead Hand rate for all days in which they act in relief. (2020)**

6.09 Emergency Pay

In the event of extreme, severe weather conditions, an employee who reports for work within two (2) hours of their scheduled work time, **or who must leave within two (2) hours from the end of day**, shall receive pay for that full day. The employee shall notify the Director, Physical Plant when failing to report to duty, **or when leaving early**, whenever possible. If the Director, Physical Plant cannot be reached, the employee shall notify the Supervisor, Physical Plant. If neither can be reached, the employee shall leave a message, which shall be considered as notice. The Employer will provide each employee with the telephone numbers to be called and where messages are to be left. **(2020)**

## **ARTICLE 7 – OVERTIME**

7.01 All overtime worked (hours in excess of those outlined in Article 6), which is paid by the Employer must be authorized by the Director. Except in emergency situations, such overtime must be authorized in advance.

7.02 All time worked in excess of the hours of work as outlined in Article 6 on any day of work shall be paid for at the rate of double time (2X) the regular pay, except as hereinafter provided.

7.03 A regular, **term** or seasonal employee called back to duty shall be paid for all overtime worked at overtime rates set forth in Article 7.02, with a minimum pay for any callback to the equivalent of two (2) hours pay at double time (2X). **(2020)**

- 7.04 A regular, **term** or seasonal employee called back to duty on a regular day of rest shall be paid for all overtime worked at the rate of double time (2X), with a minimum pay for a callback of four (4) hours at double time (2X). **(2020)**
- 7.05 A casual employee called back to duty where it results in hours worked in excess of seven and one-quarter (7 ¼) per day or thirty-six and one-quarter (36 ¼) per week (Saturday to Friday) shall be paid for all overtime worked at overtime rates set forth in Article 7.02, with a minimum pay for any callback to the equivalent of two (2) hours pay at double time (2X).
- 7.06 A callback shall be defined as any call back to work received by a regular, **term** or seasonal employee during the period between any completion of work and subsequent starting day. **(2020)**
- 7.07 A regular, **term** or seasonal employee who works on a statutory holiday as outlined in Article 8, shall be paid double (2X) their regular rate of pay in addition to their regular earnings for the day. **(2020)**
- 7.08 When a regular, **term** or seasonal 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 equivalent to a maximum of forty-five (45) 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 forty-five (45) hours may be carried over from year to year. (2020)**
- 7.09 Where circumstances permit, when a regular, **term** or seasonal 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. **(2020)**
- 7.10 A regular, **term** or seasonal employee who works on their day of rest which is also a statutory holiday shall be paid at the rate of quadruple time (4X) for all hours worked. **(2020)**
- 7.11 An employee who works three (3) hours or more unscheduled overtime on any day, shall be entitled after the first three (3) hour, and each subsequent

four (4) hour 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.

- 7.12 First right of refusal of overtime work shall be offered to the individual(s) assigned to a particular building or work assignment (residences shall be deemed to be one (1) building for purposes of this clause). Seniority shall be the determining factor for all overtime within the building/work assignment and then within the unit. (See Memorandum of Understanding #1).
- 7.13 The parties agree to utilize casual employees to assist/perform snow clearing efforts throughout the entire week. Casual employees shall be limited to the use of hand and/or walk behind equipment. In the event no casual employees are available, the first right of refusal of overtime for snow removal from building entrances shall be given in seniority order within the Unit. In the event that no employee within the Unit accepts overtime the Employer shall assign the overtime work by reverse seniority order.
- 7.14 **The Employer shall create a signup list where employees can register for supplemental support should the Employer employ a seasonal position for campus wide snow clearing duties in the event of a winter storm. It shall be the responsibility of the employees to maintain their correct contact information with the Employer. (2020)**

## **ARTICLE 8 – STATUTORY HOLIDAYS**

- 8.01 For the purpose of this Agreement, Statutory Holidays shall mean: **(2020)**

New Year's Day	Louis Riel Day
Good Friday	Victoria Day
Canada Day	<b>Terry Fox Day</b>
Labour Day	<b>National Day for Truth and Reconciliation</b>
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

And any other day proclaimed as a Statutory Holiday by the Federal or Provincial governments.

- 8.02 When a any of the aforementioned holidays falls on a regular, **term** or seasonal employee's day of rest, the Employer shall designate another working day to be observed as a holiday in lieu thereof. **(2020)**

#### **ARTICLE 9 – PERSONAL DAYS / ANNUAL VACATIONS WITH PAY**

- 9.01 For the purpose of determining annual vacations/personal days with pay, years of service for paid employees shall be determined as per Article 10, but an employee shall lose their years of service if they lose their seniority.
- 9.02 A regular employee who wishes to take a regularly scheduled workday or part day off for reasons other than for those provided in other clauses of the Collective Agreement (e.g., compassionate leave) shall take the day as a personal day. Requests of two (2) days or less shall be approved within three (3) working days.
- 9.03 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/vacation days hereinafter shall be referred to as vacation.
- 9.04 A regular 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.
- 9.05 A regular 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.
- 9.06 A regular 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.
- 9.07 A casual, **term** or seasonal employee shall receive vacation entitlement as a percentage of regular hours worked, as described in Article 9.10. **(2020)**
- 9.08 All regular **and term employees shall be entitled to paid days of leave for all days so designated** by Human Resources as the Christmas to New Year's 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 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)**

- 9.09 Regular employees who have not accumulated 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  $\frac{1}{4}$ ) days' vacation with pay for each month of accumulated 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 clause shall not exceed a maximum of three (3) weeks' vacation with pay.
- 9.10 A regular 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.
- 9.11 Regular employees will indicate their preference of vacation time by **April 1<sup>st</sup>** of each year. Where there is a conflict in vacation preference between two (2) or more regular employees, seniority shall be the determining factor. When a regular employee exercises their seniority as above, they shall be dropped to the bottom of the seniority list for preference of future vacation selection for a period of one (1) year. The Employer will post an approved vacation schedule no later than **May 15<sup>th</sup>** and such vacation schedule shall not be changed unless mutually agreed between the regular employee and the Employer. **All vacation requests must be approved by the Director and/or designate. (2020)**

- 9.12 A regular employee shall be entitled to vacation with pay subject to the following:
- (a) The year on which normal annual vacation entitlements are based is defined as the preceding period from **April 1<sup>st</sup> to March 31<sup>st</sup>**;
  - (b) A regular employee shall be entitled to an unbroken vacation period based on the entitlement earned during the preceding vacation year. The whole of the vacation year will be available for all regular employees subject to minimum staffing requirements as determined by the Employer. The vacation period shall be mutually agreeable to both the regular employee and the Employer;
  - (c) Subject to the approval of the Director, a period of vacation to the extent earned prior to the completion of any vacation year, or up to one (1) week of vacation may be carried over from the normal vacation to the next vacation year.
  - (d) Where a Statutory Holiday falls within the vacation period, a compensating day's holiday will be provided. Normally, such day will be allowed immediately preceding or following the vacation.
- 9.13 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 regular 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)**

## **ARTICLE 10 – PROBATION, SENIORITY AND PROMOTIONS**

### **10.01**

- (a) A new regular, **term** or seasonal employee will be considered on probation until they have accumulated three (3) months' service for the Employer. In the instance of regular, **term** or seasonal 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 regular, **term** or Seasonal employee's suitability by the end of the probation period, they may decide to renew or extend the probation period. The regular, **term** or seasonal employee and the Union will be notified in writing of this renewal or extension, stating the area of concern. A regular, **term** or seasonal employee who is found to be unsuitable for a position during a probationary period will be released.

**(b) Where an employee has not performed satisfactorily during the probationary period as identified in Article 10.01 (a) above, following a promotion, the employee will be re-employed to their former position within two weeks of the decision. During the probationary period, the Employer shall meet with the employee to identify any items that require improvement and follow-up on them prior to the completion and/or extension of the probationary period. (2020)**

**(c) At any time during the probationary period as identified in Article 10.01 (a) above, following a promotion, upon two (2) weeks' notice, the employee has the right to return to their former position. (2020)**

10.02 An regular 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-six and one-half (36 ½) regular hours per week shall be one thousand eight hundred and eighty-five (1885). 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.

10.03 A **term** or seasonal employee who is hired for a single limited term of employment of twelve (12) months or less will not be subject to seniority or service provisions. Upon becoming a regular employee, all past hours worked in this bargaining unit will be recognized for matters of seniority and benefits as outlined in the Collective Agreement. **(2020)**

10.04 An employee 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.



10.05 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 twelve (12) consecutive months;
- (d) Fail 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.

10.06 The Employer shall prepare in the month of **April** of each year, a seniority list of the regular employees which shall show the name, years of service, classification and department. This list shall be based on all 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 a regular employee or the Union within thirty (30) days, a correction shall be made immediately and the correction shall be shown on any subsequent list. The Employer further agrees to provide a list of the accumulated sickness benefits for each regular or **term** employee covered under this Agreement at the same time, such list will be provided to the Union. **(2020)**

10.07 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. **For the purposes of this Article, if the Lead Hand and Assistant Lead Hand are absent, the Director and/or designate shall perform the main duties of the Lead Hand role, with the exception of checking the reporting of absences phone and filling the required duties/shift by utilizing the coverage procedure/schedule. (2020)**

- 10.08 The Employer shall post notice of **all positions (full, time, part-time, term, indefinite term and casual)** being recruited for a minimum of five (5) working days before they are filled. The notice shall set out the job description, qualifications required by the job, classification and wage rate. A copy of all job postings will be given to the Shop Stewards and the Union office. No outside media advertisement shall appear prior to the job being posted on the University **website**. **A seasonal position shall be posted only if there is no internal candidate in accordance with Article 10.07. (2020)**
- 10.09 **The Director and/or designate shall provide clear direction in writing to employees who are required to cover more than one area as a result of known sick leave, bereavement leave or an unfilled vacancy to direct the employee as to what work takes priority in the vacated building. (2020)**

#### **ARTICLE 11 – LAY-OFF & RECALL**

- 11.01 In the event of a lay-off in the bargaining unit, regular employees shall be laid off in the reverse order of their seniority within a given job/pay classification. A regular 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.
- 11.02 In the event of lay-off, a regular employee may apply for any existing vacancy within the bargaining unit and, where a vacancy exists, **it shall be awarded in accordance with Article 10.07. Casual employees shall have preference over external candidates only. (2020)**
- 11.03 A regular employee who has been laid off shall have their file maintained for **two (2)** years and shall be a candidate for any vacancy that may exist for which they meet the requirements. **During this time, the employee will regularly consult the BU website for postings of Union positions as they become available and for which they are qualified. (2020)**
- 11.04 For the purpose of this Agreement, the term "lay-off" shall mean that a regular employee has been temporarily removed from the payroll subject to recall.

11.05 No employee shall be laid-off and re-employed for the purpose of extending the period of **term** employment. **(2020)**

## **ARTICLE 12 – LEAVE OF ABSENCE AND COMPASSIONATE LEAVE**

12.01 The requesting and granting of leaves of absence shall be in writing.

12.02 The Employer agrees to allow time off without pay for one (1) delegate to attend Union conventions for a period of not more than ten (10) calendar days. Requests for more than one (1) delegate from each administrative unit shall be decided by mutual agreement between the Employer and the Union. The Union will give the Employer two (2) weeks' notice in regard to such requests to attend conventions.

12.03 Upon the request of the employee and on the recommendation of the person designated by the Employer, leave of absence without pay may be granted to an employee. Any employee considering a request for leave without pay is required to consult with Human Resources prior to making the written request. The **Associate Vice-President, People & Talent** shall be notified of any such leave granted and the Union shall be notified of leaves in excess of one (1) month. **(2020)**

12.04 Requests for leave of absence without pay for more than thirty (30) days will be given consideration on the recommendation of the person designated by the University and, if granted, they will be subject to the following conditions:

(a) Arrangements shall be made to continue payment of any staff benefit premiums being paid by the employee (including University premiums) prior to the leave, subject to the provisions of the benefit plans, and;

(b) The employee's seniority and superannuation rights accrued prior to the date of the leave of absence shall not be affected.

12.05 **A regular, term or seasonal 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 one (1) week on any one (1) 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 12.01. An employee who is entitled to compassionate leave, as listed in this Clause, during vacation leave, shall receive vacation credits equal to the number of days of compassionate leave granted. **(2020)**

- 12.06 Necessary time off of up to one (1) day at basic pay shall be granted to a regular, **term** or seasonal 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)**
- 12.07 A **regular full-time or term** employee who is required to be absent to care for a member of their immediate family (defined as spouse, **dependent or 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 any one (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 determined by the Director. **(2020)**
- 12.08 A regular, **term** or seasonal 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. **(2020)**
- 12.09 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.

- 12.10 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. Equivalent consideration and appropriate arrangements will be made for an employee working shift.
- 12.11 A regular, **term** or seasonal 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. **(2020)**
- 12.12 A regular, **term** or seasonal employee, **if the non-birthing parent**, shall be granted two (2) days of 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)**
- 12.13 A regular employee on education leave of absence shall continue to accrue seniority up to a maximum of one (1) year while on such leave.
- 12.14 Compassionate Care Leave shall be granted in accordance with the *Employment Standards Code*.

### **ARTICLE 13 – MATERNITY / ADOPTION / PARENTAL LEAVE AND MATERNITY LEAVE ALLOWANCE**

#### Maternity / Adoption / Parental Leave

- 13.01 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*.
- 13.02 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.
- 13.03 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.

- 13.04 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.
- 13.05 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.
- 13.06 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.
- 13.07 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

- 13.08 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 **Human Resources** 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 the **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.

13.09 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.

13.10 A qualified employee shall be entitled to receive Maternity Leave Allowance for a period of **seventeen (17)** 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.

13.11 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 **(2020)**

- (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.

13.12 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 14 – GRIEVANCE AND ARBITRATION PROCEDURES**

14.01 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.

14.02 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.

14.03 "Day(s)" means working day(s).

14.04 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 14.02 (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. **(2020)**

14.05 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.  
**(2020)**

- 14.06 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.
- 14.07 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.
- 14.08 A grievance arising from the demotion, suspension or dismissal of an employee shall be initially presented at Step 2 of the Grievance Procedure.

14.09 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 & Talent** for consideration at this step. (2020)

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.

- 14.10 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.
- 14.11 If the reply at Step 2 is not satisfactory, the grievance may be presented to Arbitration.
- 14.12 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

- 14.13 No matter may be submitted to arbitration until the applicable steps of the Grievance Procedure have been exhausted.
- 14.14 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.

- 14.15 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.
- 14.16 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.
- 14.17 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.
- 14.18 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.
- 14.19 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.
- 14.20 The Arbitration Board/Arbitrator shall hear and determine the difference or allegations and shall issue a decision.
- 14.21 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.
- 14.22 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.

14.23 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.

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

14.25 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 15 – EMPLOYER’S RIGHTS**

15.01 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.

15.02 The Union acknowledges the right of the Employer to assign employees' duties within their respective classification. At the same time, the Employer agrees that it will continue to consider the wishes, needs and seniority of employees along with its own requirements when assigning specific duties. In particular, the Employer will consider requests for re-assignment of duties when regular positions are being recruited.

15.03 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 16 – BULLETIN BOARDS AND SHOP STEWARDS**

16.01 The Employer agrees to make space available to the Union in a location mutually agreed to between the Employer and the full-time representatives of the Union, for the purpose of posting notices directly relating to the employees covered by this Agreement.

- 16.02 The Employer agrees to make space available on the bulletin board to the Union for a card indicating the name of the shop steward in that particular location. Shop stewards will be allowed to wear a Steward's pin.
- 16.03 The Employer agrees to recognize one (1) Shop Steward and one (1) alternate Shop Steward for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to the Director or **Associate Vice-President, People & Talent. (2020)**
- 16.04 The Employer agrees not to discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement and presenting grievances.

#### **ARTICLE 17 – SICK LEAVE, PENSION AND GROUP BENEFITS PLAN**

- 17.01 Sick leave means that period of time an employee, other than a casual employee, is permitted to be absent from work with pay because of an illness, injury or quarantine or scheduled medical or dental appointment.
- 17.02 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.
- 17.03 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 week of such pay period, it shall be deemed to be the first (1<sup>st</sup>) day of the following pay period.
- 17.04 Sick leave may be accumulated to a maximum of one hundred and fifty-four (154) working 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) 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 Worker's

Compensation and/or the Manitoba Public Insurance, upon their return to work.

- 17.05 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.
- 17.06 An employee who is absent from duty without prior permission shall communicate the reason for their absence to the Director, Physical Plant. Notification shall be no later than the employee's starting time, where possible. If the Director, Physical Plant cannot be reached, the employee shall notify the Supervisor, Physical Plant. If neither can be reached, the employee shall leave a message, which shall be considered as notice. The Employer will provide each employee with the telephone numbers to be called and where messages are to be left.
- 17.07 Effective **April 1<sup>st</sup>, 2022**, the Employer shall provide a Health Spending Account in the amount of **seven hundred (\$700.00) dollars** for full-time members and in the amount of **three hundred and fifty (\$350.00) dollars** for part-time members **in option three (3) of the Flex Benefits Plan**. Plan eligibility and claims for allowable expenses shall be as determined by the Employer in consultation with the Union. **(2020)**
- 17.08 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 him 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.
- 17.09 The University Pension Plan, Group Life Insurance, Long Term Disability Plan, Extended Health Plan and Dental Plan shall apply to eligible employees.

- 17.10 The Employer will pay one hundred (100%) percent of a regular employee's monthly premium for group extended health care and life insurance benefits.
- 17.11 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.
- 17.12 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 those two (2) years, and should the employee have not returned to work, they shall be considered to be laid off and the provision of Articles 11.02 and 11.03 shall apply, except, while and should they be on Worker's Compensation, they shall not be limited to the one (1) year recall provision of Article 11.03.

## **ARTICLE 18 – REMISSION OF TUITION FEES**

- 18.01 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 987D for annual awards to offset tuition cost 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.
- 18.02 Should a regular employee enroll in a course, either at a University, Community College, Trade School or correspondence school, total or partial tuition costs and total or partial cost of texts required for such course shall be remitted to the employee, subject to the following:
- (a) The taking of such course is appropriate to the employee's position and career path with the Employer, such provision shall not apply to normal Brandon University credit courses;
  - (b) The employee makes a request for remission of tuition and textbook costs, to the Director in writing, prior to commencement of such course;

- (c) Such request is approved by the Director and submitted to the **Associate Vice-President, People & Talent. (2020)**;
- (d) The taking of such course does not interfere with the employment duties of the employee;
- (e) The course is successfully completed; and
- (f) The employee signs an agreement with the Employer providing that they will remain in the Employer's employ for a minimum of one (1) year after completion of the course, and that should they not meet this requirement, excluding lay-off or discharge, any tuition fee and 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.

18.03 A regular employee may be reimbursed for partial or total tuition costs only should they not successfully complete the course subject to the approval of the Director.

18.04 The Employer will "waive" the tuition and program fees for Brandon University credit courses for which the employee received approval as outlined above. **Student fees shall remain the responsibility of the student/employee. (2020)**

18.05 The Employer will "waive" the material and services fees to a maximum of fifty (\$50.00) dollars per three (3) credit hour course.

18.06 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.

## **ARTICLE 19 – USE OF UNIVERSITY PREMISES**

19.01 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.



## **ARTICLE 20 – CONTRACTING OUT**

20.01 There shall be no contracting out of work which is presently being done by members of the bargaining unit for the duration of this Agreement, unless negotiated and agreed upon by the Parties to this Agreement.

## **ARTICLE 21 – CRIMINAL & CIVIL LIABILITY**

21.01 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.

21.02 Only legal counsel whose practice is located within the Province of Manitoba shall be retained by an employee under Article 21.01.

## **ARTICLE 22 – WORKERS' COMPENSATION AND MANITOBA PUBLIC INSURANCE**

22.01 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 commenced Workers' Compensation and/or Manitoba Public Insurance upon their return to work.

## **ARTICLE 23 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE**

23.01 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, excluding contracting out, where such change results in the lay-off of existing employees covered by this Agreement. If the technological change does not result in a lay-off of existing employees,

this entire Article, except for Article 23.08, does not apply. Such change 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.

23.02 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.

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

23.04 When the Employer notifies the Union of its intention to introduce a technological change, the parties hereto shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from the intended change, 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.

23.05 When the parties agree to the required solutions, the solutions shall be set forth in a Letter of Understanding signed by the parties hereto, forming part of this Agreement.

- 23.06 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.
- 23.07 Technological change(s) shall not be introduced until all matters are resolved by agreement and/or Arbitration.
- 23.08 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.
- 23.09 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.
- 23.10 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.
- 23.11 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 24 – CLOTHING ALLOWANCE AND TRANSPORTATION**

### **24.01**

- (a) The Employer will provide an initial set of standard clothing and footwear, at no cost to the regular employee, that shall represent the full entitlement for the regular employee for one fiscal year. After that year, the Employer will provide reimbursement of up to four hundred and fifty (\$450.00) dollars per year for each regular employee to use to supplement or replace any clothing or footwear that the regular employee deems necessary and that is appropriate to the duties of the regular employee. Employees may request additional items, subject to the approval of the Director.
- (b) Within the four hundred and fifty (\$450.00) dollars annual allowance, the Employer will reimburse regular employees up to a maximum of two hundred (\$200.00) dollars per fiscal year for the purchase of required and approved safety shoes/boots. Should an employee not receive a reimbursement two hundred (\$200.00) dollars in a fiscal year, the funds shall remain available for subsequent years to a maximum of three (3) years and the allowance for more than one (1) year may be combined to a maximum reimbursement of four hundred (\$400.00) dollars.

24.02 The standard of clothing and footwear and the administration of the system shall, if possible, be such that it will be considered to be a non-taxable benefit to the regular employee by *Canada Customs and Revenue Agency*.

24.03 Where the place of employment and the place of residence of an employee are both within the boundaries of the City of Brandon, and the work period of an employee ends between 12:00 Midnight and 6:00 a.m., the Employer shall provide them with adequate transportation to their residence at its expense. Similarly, when the work period of an employee begins between 12:00 Midnight and 6:00 a.m., the Employer shall provide them with adequate transportation from their residence to the place of employment at its expense.

## **ARTICLE 25 – SAFETY AND HEALTH**

25.01 The Employer will continue to provide its employees with safe working conditions, equipment and materials. The Employer and employees shall ensure safe working practices.

## **ARTICLE 26 – WAGES**

26.01 Employees shall be paid in accordance with wage schedules in Schedule "A" attached to and forming part of this Collective Agreement.

## **ARTICLE 27 – SEVERANCE PAY AND NOTICE**

27.01 A retiring regular employee who is over fifty-five (55) years of age and who has at least ten (10) years, or equivalent, continuous service with the Employer, shall receive severance pay upon retirement in the amount of one (1) week's salary (at the final rate of pay) for each complete year of service to a maximum of fifteen (15) weeks' salary.

27.02 The estate of an active employee who meets the age and service requirements outlined above and who dies while in the service of the Employer, shall receive severance pay calculated as in Article 27.01.

27.03 A regular employee who is terminated for reasons other than for cause or who is not recalled after a layoff per Article 11.03, regardless of age or years of service, shall receive severance pay calculated as in Article 27.01. In the event that such an employee is subsequently rehired by the Employer within fifty-two (52) pay periods, they shall, as a condition of employment, reimburse the Employer for all monies received under the terms of this Clause. This Clause does not apply to seasonal lay-offs.

27.04 An employee who is dismissed for cause is not eligible for severance pay.

27.05 An employee who has resigned voluntarily is not eligible for severance pay.

27.06 A regular employee who is to be laid off shall receive four (4) weeks' written notice to that effect.

27.07 A regular employee whose employment is terminated for other than cause shall receive four (4) weeks' written notice to that effect, or four (4) weeks' pay in lieu of notice.

27.08 No regular employee, other than one (1) suspended, terminated 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;

(c) Acceptance of any less shall be at the Employer's discretion.

## **ARTICLE 28 – DESCRIPTION OF DUTIES**

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

28.02 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

## **ARTICLE 29 – PERIOD OF AGREEMENT**

29.01 This Agreement shall be in full force and effect from **April 1<sup>st</sup>, 2020 until March 31<sup>st</sup>, 2024. (2020)**

29.02 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.

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

## **ARTICLE 30 – DISCIPLINE AND DISMISSAL**

30.01 Employees shall not be suspended or dismissed except as outlined in Article 30.02 or in accordance with Article 10.01 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 30.02 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.

#### 30.02 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.

#### 30.03 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 14.

30.04 A 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 30.02 shall be reviewed by the Employer after the five (5) years.

30.05 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 31 – LABOUR / MANAGEMENT RELATIONS COMMITTEE**

31.01 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.

31.02 The said committee shall meet three (3) times a year at such time as the Committee may from time to time agree upon.



31.03 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.

31.04 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 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 987D.

Signed this 8<sup>th</sup> day of December, 2022.

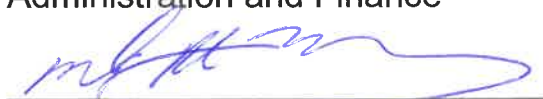
ON BEHALF OF THE EMPLOYER:



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



Oksana Bihdan  
Negotiating Committee Member



Blanca Garcia de Alvarado  
Negotiating Committee Member

## **SCHEDULE “A” – WAGES & CLASSIFICATIONS**

### **Effective April 1<sup>st</sup>, 2020 Rates**

**Hourly Rates:** 0.00% Increase

**Biweekly Rates:** 36.25 hour per week x 2 weeks

**Annual Rates:** 26.089 pay period per year

<b>Effective April 1<sup>st</sup>, 2020</b>			
<b>CLASSIFICATIONS</b>	<b>Hourly Rates</b>	<b>Biweekly Rates</b>	<b>Annual Rates</b>
<b>Lead Hand</b>			
Step 1	<b>\$25.44</b>	<b>\$1,844.40</b>	<b>\$48,118.55</b>
Step 2	<b>\$25.95</b>	<b>\$1,881.38</b>	<b>\$49,083.19</b>
Step 3	<b>\$26.47</b>	<b>\$1,919.08</b>	<b>\$50,066.75</b>
Step 4	<b>\$27.00</b>	<b>\$1,957.50</b>	<b>\$51,069.22</b>
<b>Building Service Worker</b>			
Step 1	<b>\$24.00</b>	<b>\$1,740.00</b>	<b>\$45,394.86</b>
Step 2	<b>\$24.48</b>	<b>\$1,774.80</b>	<b>\$46,302.76</b>
Step 3	<b>\$24.96</b>	<b>\$1,809.60</b>	<b>\$47,210.65</b>
Step 4	<b>\$25.46</b>	<b>\$1,845.65</b>	<b>\$48,156.38</b>
<b>Cleaner/Caretaker</b>			
Step 1	<b>\$23.62</b>	<b>\$1,712.45</b>	<b>\$44,676.11</b>
Step 2	<b>\$24.09</b>	<b>\$1,746.53</b>	<b>\$45,565.09</b>
Step 3	<b>\$24.57</b>	<b>\$1,781.33</b>	<b>\$46,472.99</b>
Step 4	<b>\$25.06</b>	<b>\$1,816.85</b>	<b>\$47,399.80</b>
<b>Seasonal Employee</b>	<b>\$17.50</b>	<b>\$1,268.75</b>	<b>\$33,100.42</b>
<b>Casual</b>	<b>\$14.40</b>	<b>\$1,044.00</b>	<b>\$27,236.92</b>

## Effective April 1<sup>st</sup>, 2021 Rates

**Hourly Rates:** 0.00% Increase

**Biweekly Rates:** 36.25 hour per week x 2 weeks

**Annual Rates:** 26.089 pay period per year

Effective April 1 <sup>st</sup> , 2021			
CLASSIFICATIONS	Hourly Rates	Biweekly Rates	Annual Rates
<b>Lead Hand</b>			
Step 1	\$25.44	\$1,844.40	\$48,118.55
Step 2	\$25.95	\$1,881.38	\$49,083.19
Step 3	\$26.47	\$1,919.08	\$50,066.75
Step 4	\$27.00	\$1,957.50	\$51,069.22
<b>Building Service Worker</b>			
Step 1	\$24.00	\$1,740.00	\$45,394.86
Step 2	\$24.48	\$1,774.80	\$46,302.76
Step 3	\$24.96	\$1,809.60	\$47,210.65
Step 4	\$25.46	\$1,845.65	\$48,156.38
<b>Cleaner/Caretaker</b>			
Step 1	\$23.62	\$1,712.45	\$44,676.11
Step 2	\$24.09	\$1,746.53	\$45,565.09
Step 3	\$24.57	\$1,781.33	\$46,472.99
Step 4	\$25.06	\$1,816.85	\$47,399.80
<b>Seasonal Employee</b>	\$17.50	\$1,268.75	\$33,100.42
<b>Casual</b>	\$14.40	\$1,044.00	\$27,236.92

## Effective April 1<sup>st</sup>, 2022 Rates

**Hourly Rates:** 0.75% Increase

**Biweekly Rates:** 36.25 hour per week x 2 weeks

**Annual Rates:** 26.089 pay period per year

Effective April 1 <sup>st</sup> , 2022			
CLASSIFICATIONS	Hourly Rates	Biweekly Rates	Annual Rates
<b>Lead Hand</b>			
Step 1	\$27.34	\$1,982.00	\$51,708.28
Step 2	\$27.88	\$2,021.64	\$52,742.44
Step 3	\$28.44	\$2,062.07	\$53,797.29
Step 4	\$29.01	\$2,103.31	\$54,873.24
<b>Assistant Lead Hand</b>			
Step 1	\$25.87	\$1,875.82	\$48,938.19
Step 2	\$26.39	\$1,913.33	\$49,916.96
Step 3	\$26.92	\$1,951.60	\$50,915.29
Step 4	\$27.46	\$1,990.63	\$51,933.60
<b>Building Service Worker II</b>			
Step 1	\$24.41	\$1,769.64	\$46,168.11
Step 2	\$24.90	\$1,805.03	\$47,091.47
Step 3	\$25.39	\$1,841.13	\$48,033.30
Step 4	\$25.90	\$1,877.95	\$48,993.96
<b>Building Service Worker I</b>			
Step 1	\$23.79	\$1,724.90	\$45,000.88
Step 2	\$24.27	\$1,759.40	\$45,900.90
Step 3	\$24.75	\$1,794.58	\$46,818.92
Step 4	\$25.25	\$1,830.48	\$47,755.30
<b>Seasonal Employee</b>	\$17.63	\$1,278.27	\$33,348.67
<b>Casual</b>	Step 1 of applicable classification		

## Effective April 1<sup>st</sup>, 2023 Rates

**Hourly Rates:** 1.00% Increase

**Biweekly Rates:** 36.25 hour per week x 2 weeks

**Annual Rates:** 26.089 pay period per year

Effective April 1 <sup>st</sup> , 2023			
CLASSIFICATIONS	Hourly Rates	Biweekly Rates	Annual Rates
<b>Lead Hand</b>			
Step 1	\$27.61	\$2,001.82	\$52,225.36
Step 2	\$28.16	\$2,041.85	\$53,269.87
Step 3	\$28.73	\$2,082.69	\$54,335.27
Step 4	\$29.30	\$2,124.34	\$55,421.97
<b>Assistant Lead Hand</b>			
Step 1	\$26.13	\$1,894.58	\$49,427.57
Step 2	\$26.65	\$1,932.47	\$50,416.13
Step 3	\$27.19	\$1,971.12	\$51,424.45
Step 4	\$27.73	\$2,010.54	\$52,452.94
<b>Building Service Worker II</b>			
Step 1	\$24.65	\$1,787.34	\$46,629.79
Step 2	\$25.15	\$1,823.08	\$47,562.38
Step 3	\$25.65	\$1,859.54	\$48,513.63
Step 4	\$26.16	\$1,896.73	\$49,483.90
<b>Building Service Worker I</b>			
Step 1	\$24.03	\$1,742.15	\$45,450.89
Step 2	\$24.51	\$1,776.99	\$46,359.91
Step 3	\$25.00	\$1,812.53	\$47,287.11
Step 4	\$25.50	\$1,848.78	\$48,232.85
<b>Seasonal Employee</b>	\$17.81	\$1,291.05	\$33,682.16
<b>Casual</b>	Step 1 of applicable classification		

**Employees hired prior to the date of ratification of this collective agreement shall be placed into the BSWI classification. Their wage rate shall be red circled at their current rate of pay and step in their new classification until the new rate of pay of the BSWI classification exceeds their current rate of pay or if an advance in the steps of their new classification provides an increase over their red-circled wage rate. (2020)**

**Example: An employee hired as a BSW on January 1<sup>st</sup>, 2019 would now be at Step 3 which is \$24.96/hour of the Collective Agreement that had expired on March 31, 2020. Upon Ratification, this employee shall be moved into the BSW I classification at step 3, however their wage would be remain (red circled) at \$24.96/hour instead of being lowered to the new rate of the BSW I classification of \$24.57/hour. They will remain at their rate of pay at \$24.96/hour until either the annual salary increase or their step increment places them at a higher rate of pay. If they move to step 4 before an annual salary scale increase takes place they would then receive the step 4 rate of the new BSW I classification which is \$25.06/hour. They shall also receive the annual salary scale increase, when it is provided, on top of the \$25.06/hour rate.**

**For the purposes of the red-circling, the wage rates shall be the old BSW rates as indicated above for 2020 and 2021: \$24.00, \$24.48, \$24.96, \$25.46.**

**MEMORANDUM OF UNDERSTANDING #1**

**BETWEEN**

**BRANDON UNIVERSITY**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987D**

**RE: INTERPRETATION OF ARTICLE 7.12 OF THE COLLECTIVE AGREEMENT**

First right of refusal for overtime work shall be offered in accordance with Article 7.12 in the following order:

1. The individual with the specific regular work assignment (i.e. specific floors or area in a specific building or truck or grounds or repairs) where the overtime work is required; or if the specific work assignment is vacant, or if the individual who normally has that specific work assignment is absent, the individual with that specific **term** work assignment. **(2020)**
2. If the individual with the specific regular or **term** work assignment refuses the overtime work, then next right of refusal shall be offered by seniority to the other employee(s) in the particular building or work assignment (i.e. truck, grounds, repairs) where the overtime work is required. **(2020)**
3. If the overtime work is not accepted after following the two steps above, or if the requirement for overtime work is not in a regular building or work assignment, then the next right of refusal shall be given in seniority order within the unit. An overtime call-out list shall be created and filled out for each occurrence.
4. In the event that no employee within the unit accepts the overtime work, the Employer shall assign the overtime work by reverse seniority order.


In all circumstances above, the individual who accepts or is assigned the overtime work must be qualified and capable of performing the work required for the overtime.

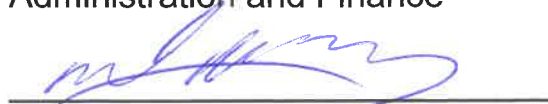
In acceptance of the aforementioned, the parties have affixed their signatures.

Signed this 8<sup>th</sup> 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

  
Oksana Bihdan  
Negotiating Committee Member

  
Blanca Garcia de Alvarado  
Negotiating Committee Member



**MEMORANDUM OF UNDERSTANDING #2**

**BETWEEN**

**BRANDON UNIVERSITY**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987D**

**RE: PART-TIME EMPLOYEES AND EXTRA HOURS/SHIFTS**

In administering this Memorandum of Understanding (MOU), the parties agree that the additional hours worked by regular part-time or temporary part-time employees shall not reduce the hours of work or compliment so as to disadvantage current full-time employees.

The intent is to allow the Employer to call in part-time staff to cover unscheduled shifts and thereby reduce workload strain on the existing regular, full-time staff.

The parties agree to waive the forty-eight (48) hour notice of change of shift requirement contained in Article 6.05 for all regular part-time and temporary part-time employees allowing them to pick up additional shifts/hours on short notice to provide coverage during periods of leave (WCB, vacation, bank time off, sick leave, events, etc.) and/or due to unforeseen circumstances.

**Additional Hours – Part-Time Employees**

Part-time employees who indicate in writing to the Supervisor that they wish to work additional hours shall be offered such work when available providing they are qualified to perform the required duties. Such additional hours shall be divided as equitably as possible amongst those employees who have requested additional hours. Should overtime be required, then it shall be offered in accordance with the Memorandum of Understanding # 1 in the current Collective Agreement.

Additional hours shall be available in two (2) categories:

1. **Scheduled Shifts**  
Hours known in advance as per Article 6.05 or more than forty-eight (48) hours advance notice.
2. **Unscheduled Shifts**  
When a part-time employee accepts additional shifts/hours with less than forty-eight (48) hours advance notice.

When a part-time employee is unable to work all or part of an additional unscheduled shift for any reason, payment shall be made only in respect of hours actually worked.

Regular part-time or temporary part-time employees shall be offered all additional shifts and afforded the opportunity to accept/decline the shifts prior to offering any of the shifts to casual employees.

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

Signed this 8<sup>th</sup> day of December, 2022.

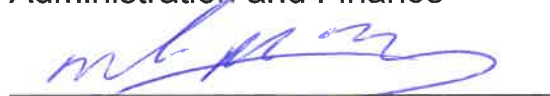
ON BEHALF OF THE EMPLOYER:



Kristen Fisher  
Associate Vice President,  
People and Talent

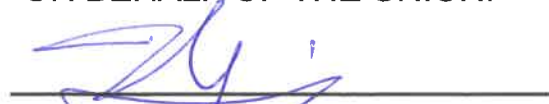


Scott Lamont  
Vice-President,  
Administration and Finance



Michael McCormick  
Director of Physical Plant

ON BEHALF OF THE UNION:



Trevor Yuriy  
Business Representative



Oksana Bihdan  
Negotiating Committee Member



Blanca Garcia de Alvarado  
Negotiating Committee Member

## MEMORANDUM OF UNDERSTANDING #3

### BETWEEN

### BRANDON UNIVERSITY

### AND

### INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987D

#### RE: INDEFINITE TERM

Indefinite Term definition:

An employee who is hired for the replacement of an ill or injured employee, **or to backfill a probationary period in accordance with Article 10.01 (b)** 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 medically unable to return to their original position, **or where the promoted employee successfully completed the probationary period in the new classification**. Employees returning from this leave will provide the Employer with as much notice as possible of the date of return, **with a minimum of one (1) weeks' notice**. The employee occupying said "indefinite term" position shall receive notice **of the termination of their indefinite term** 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 (25%) percent 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 (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, 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 (1/2) the regular hours of work of a full-time employee in order to qualify for the Remission of Tuition Fees as per Article 18.01, 18.02, 18.03, 18.04 & 18.05 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 vacation credits based on hours worked from the commencement of their employment in accordance with Article 9 of the Collective Agreement.

**Clothing:**

Indefinite Term employees shall be provided with two (2) Brandon University collared shirts at the start of their employment. Employees shall supply their own appropriate pants and CSA approved steel toed footwear and wear them at all times during the performance of their duties. The Employer will review the uniform complement upon confirmation that the indefinite term will be for an extended period of 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 casual and/or outside candidates provided they have the ability, necessary qualifications and a good employment record as per Article 10.07.
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 backfill for another position**, without the requirement for a posting as outlined in Article 10.08 provided they have the ability, necessary qualifications and a good employment record as per Article 10.07.

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

Signed this 8<sup>th</sup> 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



Oksana Bihdan  
Negotiating Committee Member



Blanca Garcia de Alvarado  
Negotiating Committee Member

**MEMORANDUM OF UNDERSTANDING #4**

**BETWEEN**

**BRANDON UNIVERSITY**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987D**

**Division of minor carpentry duties between 987A & 987D side:**

In administering this Memorandum of Understanding (MOU), 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 MOU shall be in force from the date of signing until September 1<sup>st</sup>, 2022.


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


After review with all parties after September 1<sup>st</sup>, 2022, this MOU 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 8<sup>th</sup> 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

  
Oksana Bihdan  
Negotiating Committee Member

  
Blanca Garcia de Alvarado  
Negotiating Committee Member

[illegible]



[illegible]

