

**Collective Agreement**

**Between**

**BRANDON UNIVERSITY**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**On behalf of**

**Local 55601**

**September 1, 2013 to August 31, 2016**

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## **Article 1 - Purpose**

- 1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between Brandon University in the Province of Manitoba (hereafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement covering rates of pay and other working conditions.
- 1.02 The parties recognize that it is in their mutual interests to promote and to enhance the working relations between the Employer, and the Union and its members, on the principles of mutual respect and cooperation.

## **Article 2 – Recognition *and* Exclusions**

- 2.01 The Employer recognizes the Public Service Alliance of Canada (PSAC), as the exclusive bargaining agent for all employees of Brandon University employed as Research Assistants, Student Assistants, Academic Residence Assistants, Student Ambassadors, Tutors and all other student employees, save and except those employees covered exclusively by existing Collective Agreements, and those excluded by the Act as described in the Certificate No. MLB 6905 issued by the Manitoba Labour Board dated October 22, 2012.

## **Article 3 – Definitions**

“Administrator” designates the President, Vice President Academic and Provost, Vice President Administration and Finance, Assistant Vice President External, Assistant Vice President Student Services and Registrar, Chief Human Resources Officer, University Librarian, Dean or Director or designate.

“Academic Term” means one of fall, winter, spring/summer

“Academic Year” means from 1 September to 31 August

“Employee” shall mean a person who is a member of this Bargaining Unit as defined by the Labour Board of the Province of Manitoba, Certificate No. MLB-6905, dated October 22, 2012.

“Supervisor” shall mean the person to whom the Employee reports directly for the purposes of day to day direction and recommends on all other matters to the Administrator.

“Union” shall mean the Public Service Alliance of Canada

“Bargaining Unit” – Is the Bargaining Unit defined in the Certification No. MLB 6905 order of the Manitoba Labour Board, issued October 22, 2012 and as set out in the Collective Agreement at Article 2, Recognition and Exclusions.

“Working Day” - A normal working day when the University is open, i.e. days other than weekends, statutory holidays, and other days when the University is officially closed.

“Calendar Day” - One sequential 24 hour period as denoted on a calendar, regardless of the day of the week.

“Employer” – Brandon University in its capacity as the employer as defined in Article 2.

“Continuous Employment” – is an unbroken period of employment with Brandon University. Continuous employment is broken when employment ceases for at least one academic year.

#### **Article 4 – Management Rights**

- 4.01 Subject to the provisions of this Collective Agreement, the Union acknowledges the right of the Employer to operate and to manage the University in accordance with its commitments, responsibilities, and obligations as set down in the Brandon University Act, except as limited by this collective agreement.
- 4.02 In administering this agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

#### **Article 5 – Union Security**

- 5.01 Every Employee shall become a member of the Union on date of appointment as a condition of employment. The Employer shall advise Employees that they are included in the bargaining unit represented by the Union and that their employment is subject to the terms and conditions set out in the Collective Agreement.
- 5.02 The Employer recognizes the right of every Employee to participate in any lawful activities of the Union, and it shall not interfere with this right.
- 5.03 The Employer shall post the text of the Agreement on its website and will direct the new Employee to the website.

## Dues Check Off

- 5.04 The University shall deduct dues, and such other assessments as the Union may direct in writing from the first pay cheque due to the Employee and remit the same along with a list of Employees from whom deductions are made prior to the sixteenth day of the month following the calendar month in which said deduction is made, to the Head Office of the Union.
- 5.05 Such remittance shall be accompanied by a spreadsheet that includes Employee Name, Employee number, Department Number, and dues remitted.
- 5.06 Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent earnings.
- 5.07 Deductions from pay for each Employee will be made on a bi-weekly basis as a percentage of hours pay based on hours worked.
- 5.08 The Union shall provide at least sixty (60) days written notice to the Employer of any change in the monthly membership dues or assessments.
- 5.09 The Union agrees to indemnify and save the Employer harmless against any and all claims or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

## **Article 6 - Union Representation and Activities**

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 6.02 The Union agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union. To this end, the Union shall provide the Employer, in writing with the names and position titles of its Local Union Representatives. The Chief Human Resources Officer will be the initial point of contact for the Union on matters related to this Collective Agreement and will notify the Union of the subsequent point(s) of contact on a case by case basis.

- 6.03 The University agrees to allow the Union to hold meetings and conduct Union business in the University outside the working hours of the employees attending. It is also agreed that the University will assign, when required and if possible, a suitable room to the Union for this purpose.
- 6.04 The University agrees to provide the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to union affairs, meetings, and social events, subject to University Policy.
- 6.05 The University Agrees to make reasonable effort to provide the Union with an office. The office will be furnished with chairs, a meeting table and filing cabinet. The University will also provide and cover the costs of a phone line (toll denied) and set and a computer network connection.
- 6.06 Duly Authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University Property, provided such business shall not interfere with the normal operations of the University.
- 6.07 The Employer shall convene two (2) orientation sessions in each academic year for Employees. A union representative shall be entitled to up to sixty (60) minutes to provide an overview of the role of the Union following the orientation session.
- 6.08 Employees shall be advised by the Employer that they are entitled to Union representation to discuss disputes and disagreement about their employment working conditions, discipline, and grievances. Upon request, an employee shall be granted said representation.

## **Article 7 – Correspondence and Information**

- 7.01 When the provisions of this Agreement require notice to the Employee where an Employee is on leave, the Employer shall forward any notice or other documentation related to the Employee to her/his last known address. It is the obligation of the Employee to maintain a current and correct address with the Employer and to advise the Employer of any change to her/his address.

### Information for the Union

- 7.02 The University shall provide the Union with the following information by the end of each month for their primary assignment:

Date of Birth, Gender, Home Telephone, Personal Email Address, Permanent Mailing Address, Original Hire Date, Re-hire Date (only if they

were terminated before they had another assignment), Supervisor, Hourly Rate of Pay, Budget Code (Department/grant), Immigration Status.

- 7.03 Unless otherwise provided by this Agreement the University's internal mail shall be deemed adequate for correspondence between the Employer and the Union.

### **Article 8 – No Strike No Lockout**

- 8.01 The parties agree that there shall be no strike or lockout as defined by the *Manitoba Labour Relations Act* during the term of this Agreement.
- 8.02 Notwithstanding any other provision of this Collective Agreement, in the event that Employees other than those in the Bargaining Unit engage in a strike and establish picket lines, an Employee who feels their safety is at risk in crossing the picket line should contact their immediate supervisor to arrange for safe passage.

### **Article 9 - Joint Union-Management**

- 9.01 There shall be a Union Management Committee consisting of three (3) bargaining unit representatives appointed by the Union and three (3) representatives from the University appointed by the University.
- 9.02 The Purpose of the Committee is to review matters of mutual interest arising from the application of the Collective Agreement and to foster communications and co-operation between the Parties.
- 9.03 The Committee shall meet whenever the need arises, but in any event at least once every six (6) months.
- 9.04 The Committee shall have Co-Chairpersons appointed by the respective Parties. Each Co-Chairperson will alternatively be responsible for convening and chairing meetings of the Committee.
- 9.05 Minutes of the meeting of the Committee shall be prepared by the non-chairing Co-Chairperson and distributed to all Committee members, where reasonably practicable, within fourteen (14) days of the meeting.

### **Article 10 – No Discrimination and No Harassment**

- 10.01 There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Member in regard to terms or conditions of employment for reasons of age, race or perceived race, ancestry, creed, colour, nationality, national origin, citizenship,(except as required by federal law pertaining to immigration), ethnic background or origin, political affiliation or belief or activity, gender, sexual orientation, marital or family status, personal life-style, physical or mental disability or

related characteristics, social disadvantage, or membership or activities in the Union or any other applicable characteristic as set out in the Manitoba Human Rights Code.

- 10.02 Further as set out in the Code, the parties agree that there shall be no discrimination with respect to any aspect of an employment or occupation, unless the discrimination is based upon a bona fide and reasonable requirement or qualification for the employment or occupation.
- 10.03 There shall be no Harassment in the workplace. There are two types of harassment. The first is based on prohibitive ground as defined by the Manitoba Human Rights Code such as sexual harassment. The second is Personal Harassment which is also referred to as “bullying” that may involve repeated humiliation or intimidation that adversely affects a worker’s psychological or physical well-being.
- 10.05 Complaints of Harassment and Discrimination are handled through procedures as set out in the Brandon University Respectful Environment Policy and Procedures.
- 10.06 The Union retains the right to grieve at Step 2 once the process in sub-clause 11.05 has been exhausted.
- 10.08 No grievance shall be submitted to any Employer Representative who is the subject of the grievance under this Article.

### **Article 11 - Job Postings**

- 11.01 All positions being recruited which fall within the scope of the Certificate No. MLB 6905, will be posted in places accessible to all employees for a minimum of five (5) days, where possible, prior to the date of closure in order that all employees will be able to know about the position and make written application therefore.
- 11.02 The Employer shall fill vacancies in the following order:
1. Qualified employees within the Bargaining Unit who are employed on a continuous basis; then
  2. Qualified employees within the Brandon University Student Body who are registered and attending class; then
  3. Qualified external candidates.



- 11.03 The job notice will contain the following information: classification, job duties, hours of work, starting date and salary.
- 11.04 The governing factors for appointment to positions within the bargaining unit are qualifications, experience and suitability. Should several candidates be equal then seniority will be the determining factor.
- 11.05 The University shall advise the Union once the vacancy is filled as per 11.02.
- 11.06 The University may directly fill positions as it deems appropriate in the following circumstances:
- (a) In the event a posted position is not filled through the posting procedure; or
  - (b) In the event of sudden departure of the incumbent that could adversely affect a work assignment outcome such as serious illness or resignation; or
  - (c) In the case of positions less than 15 hours per semester; or
  - (d) In the case of hiring a Research Assistant, Lab Assistant, or Teaching Assistant or marker that work directly with a Faculty member.

## **Article 12 – Hours of Work**

- 12.01 Student Assistants may not typically work more than 24 hours per week.
- 12.02 All contracts will be for a fixed duration with no entitlements or expectations beyond the contract.

## **Article 13 – Meal Break**

- 13.01 Employees that work seven (7) consecutive hours per day, exclusive of the normal lunch break shall be entitled to a rest period. Meal Break shall be a maximum of one (1) hour.

## **Article 14 – Seniority**

- 14.01 “Seniority”, as referred to in this agreement, shall mean length of continuous employment with Brandon University. Seniority shall accumulate based on the total number of hours worked from the first date of hire with the University.
- 14.02 The Employer will maintain one (1) seniority list, for all employees in the bargaining unit. The list shall be updated every six (6) months, and posted on the Employer’s intranet. An electronic copy of the list shall be given to the Local Union Representative.

- 14.03 An Employee attaining seniority shall have thirty (30) calendar days from the posting of the first seniority list containing their name to advise the Employer, in writing, of any errors with respect to their respective seniority dates. Thereafter, the Employee shall be deemed to have accepted the seniority dates posted.
- 14.04 Where two (2) or more Employees have the same seniority date, they shall be placed on the seniority list in an order determined by lottery. The lottery will be conducted by the Employer with a Local Union Representative present.

### **Article 15 – Discipline and Dismissal**

- 15.01 No Employee shall be disciplined or dismissed except for just and sufficient cause.
- 15.02 Disciplinary action shall be in accordance with the principles of progressive discipline and be reasonable and commensurate with the seriousness of the violation. The Disciplinary Actions that may be taken by the University include, but are not limited to, verbal warnings, letter(s) of warning or reprimand, suspension without pay, and dismissal.
- 15.03 When the University convenes a meeting with the Employee for the purpose of communicating disciplinary action (s), the University will advise them of their right to Union representation and shall provide up to three (3) days for the Employee to secure such representation.
- 15.04 The Employee shall be notified in writing of the nature of the disciplinary action(s) taken and the reasons for such action(s) within five (5) days and a copy of the letter shall be placed in the employee's personnel file and forwarded to the Union at that time.
- 15.05 Any disciplinary action against an Employee in regard to an allegation of sexual harassment, discrimination or personal harassment shall be in accordance with the University–Wide Respectful Workplace Policy and Procedures.

### **Article 16 – Personnel Files**

- 16.01 Employees shall have the right to review their employment file by submitting such request in writing to Human Resources. An appointment to review the file will be arranged, normally within two (2) working days of receipt of such request. The Employee may be accompanied by a Union Representative if he or she so wishes.

- 16.02 Upon request, a representative of the Union shall have the right to examine the personnel file of an Employee in the latter's absence, if such representative has the necessary form from Human Resources with an original signature of the Employee.
- 16.03 Records of discipline shall be removed from an Employee's file after one year from the date of such discipline, provided that no further discipline has been recorded within that period.

## **Article 17 – Grievance Procedure**

- 17.01 Should a dispute arise between the Union and the University, a good faith effort shall be made to settle the dispute in accordance with the provisions of this Article.
- 17.02 For the purpose of the Agreement, a grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 17.03 A grievance may be one of the following types:
- (a) Individual grievance: an individual Employee grieves against the University;
  - (b) Group grievance: two or more Employees grieve against the University for the same or similar reason, or based on the same or similar event, transaction or decision;
  - (c) Union or policy grievance: the PSAC grieves against the University's interpretation, application, administration or alleged violation of this Agreement.
- 17.04 Group grievances, Union policy grievances, University grievances, suspension and dismissal grievances, and grievances where the Department Head is the Employment Supervisor or the employee grieving is in a non-Departmentalized Faculty, shall be initiated at Step Two of the grievance procedure.
- 17.05 The grievor shall be entitled to Union representation.
- 17.06 The parties agree that it is preferable to resolve problems through discussions among those persons directly concerned before submitting a grievance. To this effort, the Employee is normally required to discuss any differences(s) with his or her Supervisor as soon as possible after the Employee becomes aware of the incident giving rise to the difference(s)

upon request the employee may have a Union representative present at such meetings and the Union representative shall not act as spokesperson during the meeting.

17.07 The Grievance procedure shall be as follows:

Step 1

A grievance shall be submitted to the Administrative Head within twenty (20) days of the date on which the Employee knew or ought reasonably to have known of the occurrence of the matter giving rise to the grievance. The parties shall make an earnest effort to resolve the grievance at Step 1. The Administrator shall provide a written response to the Union within ten (10) days of the receipt of the grievance.

Step 2

Failing a satisfactory settlement being reached at Step 1, the Union may submit the grievance in writing to the Chief Human Resources Officer (CHRO) and the Administrator, within ten (10) days of the Union receiving the reply at Step 1. The CHRO and Administrator shall convene a grievance resolution meeting of the two Parties who shall make a good faith effort to resolve the grievance. The Administrator shall provide a written decision within ten (10) days of receipt of the grievance.

Step 3

Failing a satisfactory settlement being reached, the Union may decide to take the grievance to arbitration and shall notify the CHRO and Administrator in writing of its intent to submit the grievance to arbitration within thirty (30) days of the Union receiving the response at Step 2.

17.08 University Grievances

The VP Academic and Provost and/or the Vice President Administration and Finance shall have the right to originate a policy grievance on behalf of the University and to submit such grievance in writing to the PSAC Regional Office. Where the Parties are unable to resolve such grievance to their mutual satisfaction within twenty (20) days of receipt of the grievance by the Union, the Vice President may within a further twenty

(20) days notify the Union in writing of his or her intent to submit the grievance to arbitration.

### **Article 18 – Arbitration**

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

18.02 Within twenty five (25) days of the receipt of the written notice of intent to submit the grievance to arbitration, the Parties shall appoint a sole arbitrator to hear the grievance. Where the Parties fail to agree upon a sole arbitrator within the preceding time frame, the Minister of Labour shall, on the request of either Party, appoint a sole arbitrator to hear the grievance.

18.03 The arbitrator shall not amend, modify or act inconsistently with the Collective Agreement. The decision of the arbitrator shall be final and binding.

18.04 Each party shall bear the costs of bringing its case to arbitration.

### **Article 19 – Health and Safety**

19.01 The University agrees to continue the Workplace Safety and Health Committee.

19.02 The Union's local at the University shall have at least one (1) member on this Committee, dependent on the structure agreed to between the University, the various unions, and the Workplace Safety and Health Division.

19.03 The University will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

19.04 The Union will continue to make every effort to obtain the cooperation of each Employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

19.05 Every Employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect her safety and health and the safety and health of any other persons who may be affected by her acts or omissions at work.

19.06 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, he/she shall

not require or permit an Employee to engage in, carry on or continue to work in that workplace under that condition.

- (a) Where an Employee has reason to believe, and does believe, that a condition exists that is dangerous to her safety or health in the performance of her work, she shall report that condition to her supervisor.
- (b) The supervisor, upon being notified under (a) above, shall inspect the condition with the Employee and discuss the Employee's reasons for believing the condition to be dangerous. The co-chairpersons of the Health and Safety Committee may be asked to participate.
- (c) If the Employee is not satisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the Employee shall contact, in writing or by telephone, the Workplace Safety and Health Division without delay.
- (d) If the Employee refuses to work because of her belief that the condition is dangerous, she must be available to perform other work assigned to her.

19.07 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described herein.

19.08 Disciplinary action shall not be taken against an Employee solely for the reason that:

- (a) she made a report under this Article; and/or
- (b) she refused to work or continue to work under the conditions described under this Article provided a Safety and Health Officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to her safety or health.

19.09 Where an Employee takes unfair advantage of the provisions described in this Article for frivolous reasons, she may be subject to disciplinary action up to and including suspension or dismissal.

## **Article 20 – Designated Paid Holidays**

20.01 Employees shall be entitled to the following paid University holidays:

- New Year's Day
- Civic Holiday
- Louis Riel Day
- Good Friday

Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

20.02 When an Employee is required to perform work on the holiday, the Employee shall receive one-and-one-half (1.5) times his or her hourly rate for the actual hours worked on such days.

20.03 Employees shall be paid Holiday pay as defined under the Manitoba Employment Standards.

#### **Article 21 - Maternity Leave**

21.01 In order to qualify for Maternity Leave, a pregnant employee must meet the eligibility requirements as outlined in Employment Standards. The Employee must:

- (i) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (ii) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

21.02 An Employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (i) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 21.01(ii); or
- (ii) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 21.01(ii) and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;

(iii) The maternity leave shall commence no earlier than seventeen (17) weeks preceding the date specified on the medical certificate and shall terminate no later than seventeen (17) weeks following the actual date of delivery. Any additional leave of absence granted following the end of the maternity leave shall be considered as a separate leave of absence without pay.

21.03 An employee who applies for Maternity Leave may also apply for Maternity Leave Benefits through Employment Insurance.

21.04 Extension of Maternity Leave With Leave of Absence Without Pay

An Employee who has been granted a Maternity Leave or Parental Leave shall, upon written application for such additional leave, be granted an additional contiguous leave without pay such that the total length of the Maternity Leave or Parental Leave plus the additional leave without pay is less than or equal to fifty-four (54) weeks.

21.05 An Employee who wishes to resume her Employment on the expiration of leave granted, or prior to the expiration of the leave if two weeks notice is given, shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages unless the Employee's contract has ended.

**Article 22 - Parental Leave**

22.01 In order to qualify for Parental Leave an employee must meet the eligibility requirements as required by Employment Standards. The Employee must:

(i) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her/him in the application as the day on which she/he intends to commence such leave;

(ii) Become the parent of his/her newborn or newly adopted child.

22.02 An Employee who qualifies is entitled to and shall be granted Parental Leave without pay consisting of a period not exceeding thirty-seven (37) weeks taken in one consecutive period.

22.03 An Employee who applies for Parental Leave may also apply for Parental Leave Benefits through Employment Insurance.

22.04 An Employee who wishes to resume her/his employment on the expiration of leave granted, or prior to the expiration of the leave if two weeks notice is given, shall be reinstated by the Employer in the position occupied by her/him at the time such leave commenced or in a comparable position



with not less than the same wages unless the employee's contract has ended.

## **Article 23 - Other Leaves of Absence**

23.01 If circumstances permit the Employer may grant leave of absence without pay to an Employee upon request. Such leave of absence should not exceed the end of the contract. Such request for leave shall not be unreasonably denied.

### 23.02 Jury Duty

An Employee called for jury duty shall be an unpaid leave. The employee will be required to work during those scheduled working hours that she/he is not required to attend the court proceedings.

The Employer may require the employee to furnish the document which requires her/him to appear for jury duty.

### 23.03 Bereavement Leave

An Employee who works a minimum of 17.5 hours in a week shall normally be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of the death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, or of any second degree relative who has been residing in the same household.

An Employee will normally be granted up to one (1) regularly scheduled work day of unpaid leave in the case of the death of an employee's brother in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

Where burial occurs outside of the city, such unpaid leave shall also include reasonable traveling time, the latter not to exceed an additional two (2) days. In cases where two (2) days is insufficient traveling time, additional unpaid leave may be granted.

Bereavement leave is payable on the basis of the Employee's regular hourly rate of pay for the Employee's scheduled hours of work per day and the employee's scheduled days of work per week which the Employee would have otherwise normally worked during the period of compassionate leave.

#### 23.04 Compassionate Care Leave

An Employee shall receive compassionate care leave without pay of up to eight (8) weeks to provide care or support to a seriously ill immediate family member subject to the following conditions:

- (i) The Employee must apply in writing two (2) weeks prior to taking the leave, unless circumstances necessitate a shorter period.
- (ii) The Employee may end their compassionate leave early by giving the Employer forty-eight (48) hours' notice.

At the end of an Employee's leave under this clause, the Employer shall reinstate the Employee to the position occupied when the leave began unless the Employees' contract has ended.

#### 23.06 Sick Leave

Employees who are regularly scheduled to work a minimum of seventeen and one half (17.5) hours per week shall be granted one (1) day of paid sick leave per contract. The employee must notify the Employer or designate where the employee works as to the duration of the illness or injury. The paid leave will be prorated.

The Employer shall grant a leave of absence without pay for long-term sick leave provided medical evidence of such need is submitted to the Employer or designate.

#### 23.07 Leave for Union Business

The Employer shall grant leave with pay to allow an Employee or Employees to participate in Union Business. Where leave with pay is granted under this Article, the PSAC will reimburse the Employer for the salary costs of the Employee during the period of approved leave with pay.

#### 23.08 Leave for Negotiations

The Employer shall recognize a negotiating team consisting of up two (2) Employees. Employees who are members of the negotiating team shall not lose pay during any negotiating meetings with the Employer but held during the Employee's regular working hours. Where leave with pay is granted under this Article, the PSAC will reimburse the Employer for the salary costs of the employee during the period of approved leave with pay.

## **Article 24 – Duration and Renewal**

- 24.01 This Agreement shall be effective from the 1st day of September, 2013 and shall continue in force for three (3) years and shall remain in force from year to year thereafter unless at least thirty (30) days prior to the termination date thereof written notice is given by either Party to the other of a request to negotiate a revision hereof, provision of which request shall be included with the notice.
- 24.02 For administrative purposes, the conditions of this Agreement shall be considered to be in effect on the date of signing unless otherwise provided herein.
- 24.03 If, during the term of this Agreement, the Parties hereto shall mutually agree on a change, amendment or alteration of any of the provisions of this Agreement, or if the Parties shall mutually agree on any additional conditions of employment, then the same may be added to this Agreement in the form of a supplement hereto and shall henceforth become part of this Agreement.

## **Article 25 - Wages and Pay Administration**

- 25.01 Employees will be paid on a bi-weekly basis.

### **Wages and Classifications (Effective September 1, 2013)**

#### **1. Student Assistant I**

Jobs requiring no or little advanced skills and judgment – no advanced training and/or specialized experience required. Work under close supervision. (E.g. manual labour; marking multiple-choice questions from a marking guide; student library assistants (supervised))

RATE: \$10.75 per hour (plus 6% vacation pay)

#### **2. Student Assistant II/Research Assistant I**

Jobs requiring some, but limited, advanced skills and judgment – some advanced training and/or specialized experience required. Work with minimum supervision. (E.g. marking short answer/paragraph questions against a provided marking guide; undertaking simple research; student library assistants; student laboratory demonstrators junior level courses)

RATE: \$11.25 per hour (plus 6% vacation pay)

### **3. Student Assistant III/Research Assistant II**

Jobs requiring moderate advanced skills and judgment – advanced training, demonstrated normally by an undergraduate degree and specialized experience required. Works independently with minimum supervision. (E.g. grading examinations and papers; conducting research and consulting work; student laboratory demonstrators (unsupervised, senior level courses); tutoring 1 or 2 students)

RATE: \$12.25 per hour (plus 6% vacation pay)

### **4. Student Assistant IV/Research Assistant III**

Jobs requiring considerable advanced skills and judgment – extensive advanced training, demonstrated normally by enrollment in a Graduate Program, a graduate degree, and specialized experience required. (E.g. initiating research and consulting work, tutoring students (3 or more students))

RATE: \$14.75 per hour (plus 6% vacation pay)

### **5. Research Assistant IV**

Jobs requiring extensive advanced skills and judgment – extensive advanced training, demonstrated by a graduate degree and specialized experience required. Jobs providing work experience related to their field of study, which may be under a formal co-operative education program.

RATE: \$20.75 per hour (plus 6% vacation pay)

### **Lump Sum Payment with No Hours reported:**

Student Residence Assistant – \$3500 to \$4000 depending on the residence for fall and winter term

Academic Residence Assistant - \$750 for each of fall and winter term

Spring/Summer Residence Assistant - \$750

Residence Council Presidents - (3) \$800 per academic term

Residence Floor Representatives, Treasurers and Secretaries - \$200 per academic term

## **Wages and Classifications (Effective September 1, 2014)**

### **1. Student Assistant I**

Jobs requiring no or little advanced skills and judgment – no advanced training and/or specialized experience required. Work under close supervision. (E.g. manual labour; marking multiple-choice questions from a marking guide; student library assistants (supervised))

RATE: \$10.97 per hour (plus 6% vacation pay)

### **2. Student Assistant II/Research Assistant I**

Jobs requiring some, but limited, advanced skills and judgment – some advanced training and/or specialized experience required. Work with minimum supervision. (E.g. marking short answer/paragraph questions against a provided marking guide; undertaking simple research; student library assistants; student laboratory demonstrators junior level courses)

RATE: \$11.48 per hour (plus 6% vacation pay)

### **3. Student Assistant III/Research Assistant II**

Jobs requiring moderate advanced skills and judgment – advanced training, demonstrated normally by an undergraduate degree and specialized experience required. Works independently with minimum supervision. (E.g. grading examinations and papers; conducting research and consulting work; student laboratory demonstrators (unsupervised, senior level courses); tutoring 1 or 2 students)

RATE: \$12.50 per hour (plus 6% vacation pay)

### **4. Student Assistant IV/Research Assistant III**

Jobs requiring considerable advanced skills and judgment – extensive advanced training, demonstrated normally by enrollment in a Graduate Program, a graduate degree, and specialized experience required. (E.g. initiating research and consulting work, tutoring students (3 or more students))

RATE: \$15.06 per hour (plus 6% vacation pay)

### **5. Research Assistant IV**

Jobs requiring extensive advanced skills and judgment – extensive advanced training, demonstrated by a graduate degree and

specialized experience as required. Jobs providing work experience related to their field of study, which may be under a formal co-operative education program.

RATE: \$21.17 per hour (plus 6% vacation pay)

### **Lump Sum Payment with No Hours reported**

Student Residence Assistant – \$3570 to \$4080 depending on the residence for fall and winter term

Academic Residence Assistant - \$765 for each of fall and winter term

Spring/Summer Residence Assistant - \$765

Residence Council Presidents - (3) \$816 per academic term

Residence Floor Representatives, Treasurers and Secretaries - \$204 per academic term

### **Wages and Classifications (Effective September 1, 2015)**

#### **1. Student Assistant I**

Jobs requiring no or little advanced skills and judgment – no advanced training and/or specialized experience required. Work under close supervision. (E.g. manual labour; marking multiple-choice questions from a marking guide; student library assistants (supervised))

RATE: \$11.19 per hour (plus 6% vacation pay)

#### **2. Student Assistant II/Research Assistant I**

Jobs requiring some, but limited, advanced skills and judgment – some advanced training and/or specialized experience required. Work with minimum supervision. (E.g. marking short answer/paragraph questions against a provided marking guide; undertaking simple research; student library assistants; student laboratory demonstrators junior level courses)

RATE: \$11.71 per hour (plus 6% vacation pay)

#### **3. Student Assistant III/Research Assistant II**

Jobs requiring moderate advanced skills and judgment – advanced training, demonstrated normally by an undergraduate degree and specialized experience required. Works independently with minimum supervision. (E.g. grading examinations and papers; conducting

research and consulting work; student laboratory demonstrators (unsupervised, senior level courses); tutoring 1 or 2 students)

RATE: \$12.75 per hour (plus 6% vacation pay)

**4. Student Assistant IV/Research Assistant III**

Jobs requiring considerable advanced skills and judgment – extensive advanced training, demonstrated normally by enrollment in a Graduate Program, a graduate degree, and specialized experience required. (E.g. initiating research and consulting work, tutoring students (3 or more students))

RATE: \$15.36 per hour (plus 6% vacation pay)

**5. Research Assistant IV**

Jobs requiring extensive advanced skills and judgment – extensive advanced training, demonstrated by a graduate degree and specialized experience as required. Jobs providing work experience related to their field of study, which may be under a formal co-operative education program.

RATE: \$21.59 per hour (plus 6% vacation pay)

**Lump Sum Payment with No Hours reported**

Student Residence Assistant – \$3641.40 to \$4161.60 depending on the residence for fall and winter term

Academic Residence Assistant - \$780.30 for each of fall and winter Term

Spring/Summer Residence Assistant - \$780.30

Residence Council Presidents - (3) \$832.32 per academic term

Residence Floor Representatives, Treasurers and Secretaries - \$208.08 per academic term

PSAC Negotiators:

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**Jawara Gairey (Spokesperson)**

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**Corey DeGagne**

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**Elizabeth Bygarski**

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**Robin Taylor**

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**Lindsey Sparks, Regional Representative**

Board Negotiators:

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**Sharon Hooper (Spokesperson)**

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**Scott Lamont**

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**W. Dean Care**

IN WITNESS WHEREOF we have hereunto set our hands for and on behalf of the Brandon University and the Public Service Alliance of Canada (PSAC) representing Research Assistants, Student Assistants, Academic Residence Assistants, Student Ambassadors, Tutors and all other student employees not covered by an existing collective agreement, PSAC Local 55601.

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**Marianne Hladun, REVP  
Prairie Region  
Public Service Alliance of Canada**

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**Laura McDougald-Williams, Chair  
Board of Governors  
Brandon University**

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**Deborah C. Poff  
President  
Brandon University**



## **Letter of Understanding between Brandon University and the Public Service Alliance of Canada #1**

PSAC tabled a proposal to include language in the Collective Agreement that protects Employees who report, in good faith, illegal or unethical behavior or wrongdoing, or provide assistance or information in relation to the investigation of an allegation.

Therefore:

Brandon University and PSAC agree that during the term of this Agreement there shall be no reprisals against Employees who, in good faith, report illegal or unethical behavior wrongdoing, or provide information in relation to the investigation of an allegation. Furthermore, a University Administrative Policy on Safe Disclosure shall be developed with input from PSAC and other stakeholders and that this policy shall be presented to the Board of Governors for approval.

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Jawara Gairey, PSAC

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Sharon Hooper, Brandon University

**Letter of Understanding between Brandon University and the Public Service Alliance of Canada #2**

A red-circled employee shall be defined as a member of the Bargaining Unit whose wage rate is frozen at a rate that is currently higher than the rate set forth by this Agreement. When a contract is renewed for that employee, and the contract immediately follows the previous higher rate contract, and the nature of the assignment is identical to the previous assignment, that employee shall maintain their current red-circled rate. Red circled employees shall remain at their current red-circled wage rate until the wage rate for the classification reaches or surpasses their current red-circled rate, they accept a new different assignment, or they have a break in employment of one month or more.

Red-circled employees of the Bargaining Unit shall be entitled to all benefits as set out in this Agreement, based on their current rate of pay, with the exception of wage increases.

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Jawara Gairey, PSAC

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Sharon Hooper, Brandon University

**Letter of Understanding between Brandon University and the Public Service Alliance of Canada #3**

The Employer shall contribute three hundred dollars (\$300.00) in each year of the Collective Agreement on September 1 to the PSAC Social Justice Fund. Contributions to the Fund will be remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

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Jawara Gairey, PSAC

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Sharon Hooper, Brandon University