

AGREEMENT

BETWEEN

**BRANDON UNIVERSITY**

- and -

**MANITOBA GOVERNMENT AND  
GENERAL EMPLOYEES' UNION**

**(Brandon University Non-Academic Staff Association Local 135)**

APRIL 1, 2009 to MARCH 31, 2012

THIS AGREEMENT entered into this day of June, A.D. 2009.

BETWEEN:

**BRANDON UNIVERSITY**  
(hereinafter called "the University"),  
**OF THE FIRST PART**

- and -

**THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION**  
(hereinafter called "the Union"),  
**OF THE SECOND PART**

(Representing Brandon University Non-Academic Staff Association Local  
135)

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## **ARTICLE 1      PURPOSE**

1.1 The purpose of this Agreement is to establish mutually satisfactory relations between the University and the employees of the University covered under the Manitoba Labour Board Certificate No. MLB 5779 and to provide a bargaining agent for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages of all employees covered under the Manitoba Labour Board Certificate No. MLB 5779.

## **ARTICLE 2      INTERPRETATION**

2.1 In this Agreement unless otherwise specified:

- (a) A word used in the singular number shall also include the plural number when the context so requires and a word used in the masculine gender, the feminine gender or the neuter gender when the context so requires.
- (b) The word "employee" where used hereinafter means any person employed by the University and covered by the Manitoba Labour Board Certificate No. MLB 5779.
- (c) "Regular employee" means a full-time or part-time employee who occupies a position in one of the classifications set forth in Schedule A1 or Schedule A2 on a full-time or part-time continuing basis.
- (d) "Probationary employee" means a full-time or part-time employee who occupies a position for a probationary period.
- (e) "Casual employees" are those employees employed on an irregular or unscheduled basis. After five hundred and twenty (520) hours of employment, these employees shall be covered by this Agreement provided they continue to make themselves available for work when they are so called. A casual employee who has not worked for a period of six (6) months may be terminated at the sole discretion of the University. If an employee who has been terminated in accordance with this article is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purposes of the five hundred and twenty (520) hours as set out in this article. The Articles on Leaves of Absence, Compassionate Leave, Lay-Off, Recall and Resignation, Career

Development, Severance Pay, and Video Display Terminals shall not apply to casuals, and all their benefits under this Agreement are earned on a pro-rata basis, except where defined otherwise in this Agreement or provincial law relating to their employment.

- (f) "Term" employee means a full-time or part-time employee who occupies a position in one of the classifications set forth in Schedule A1 or Schedule A2 for a specified limited duration and is recognized by the parties as being covered by all areas of the Agreement except as otherwise provided, and except that Article 12.3, as to receiving mailed position postings is not applicable for the first 520 hours the employee is employed by the University. Normal "Lay-Off" provisions will not apply to a term employee when such employee is informed in writing, upon being hired, of the termination day of the position. If the University changes the end date then normal notice of lay-off period will apply. "Term" employees cannot bump other employees hired under either Schedule "A1" or "A2" upon lay-off. Article 27.5 shall not apply to "term" positions/employees. Where a term employee is re-employed within one hundred and twenty (120) calendar days of the expiration of their previous term of employment, service as of the end of the previous term of employment will be credited to the employee as consecutive service. The foregoing does not apply to a term of employment where an employee has resigned.
- (g) "Position" means a job within one of the classifications listed in Schedule "A1" or "A2".
- (h) "Job Classification" means a specific job function.
- (i) Wherever the wording "the person designated by the University in that administrative unit" is used throughout this Agreement, it shall mean the party within that unit so designated by the University to the Union as required.
- (j) "Steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee, or both in the handling of grievances.

## **ARTICLE 3      RECOGNITION AND REPRESENTATION**

### **3.1**

- (a) The University recognizes the Union as the exclusive representative of all employees, including Food Services employees, covered under the Manitoba Labour Board Certificate No. MLB 5779. The University agrees to negotiate with the Union or its designated representatives in any and all matters affecting the relationship between the University and the employees. The University further agrees that the Union may have the assistance of counsel in any and all negotiations or discussions between the parties to this Agreement.
- (b) All Articles and Clauses of this Agreement apply to Food Services employees, except those Articles amended to reflect conditions in Food Services.

3.2 No individual employee or group of employees shall undertake to represent the Union at meetings with the University without written authorization signed by two (2) of the officers of the Union.

3.3 When meeting with the University, the maximum number of employees attending as representatives of the Union with usual remuneration for negotiating meetings shall be two (2), with not more than one (1) from any administrative unit; for any other purpose not more than two (2) employee representatives of the Union, who will be entitled to receive their usual remuneration from the University. Any employee proceeding on her own behalf under Article 19 shall be entitled to receive her usual remuneration from the University. It is agreed that no overtime shall be paid to any other employee or to these employees as a result of the provisions of this Clause. It is further agreed that a Union staff representative(s) shall be entitled to be present at negotiating meetings. Further, a Union staff representative(s) may be present at all other meetings as set forth in other Clauses in this Agreement.

3.4 If a new classification is created and an employee occupies the classification and the classification might fall within the scope of Certificate No. MLB 5779, the University shall notify the Union of the position, the classification and whether or not the employee occupying the position would be included in Article 2.1(b) of the Agreement.

3.5 Casual employees, (not including full-time student employees) doing work of the bargaining unit, shall be paid the base rate of the classification in question. They shall pay Union dues and have the other benefits of this Agreement (subject to Article 2.1(e)) after five hundred and twenty (520)

hours of work. Student(s) will perform the lower level functions of the position(s) to which they are assigned.

## **ARTICLE 4 UNION SECURITY**

- 4.1 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 (16<sup>th</sup>) day of the month following the calendar month in which said deduction is made, to the Head Office of the Union.
- 4.2 Statements shall be forwarded to the Head Office of the Union showing the names and work addresses of all new employees, the date they were employed, and the Department where they were employed; also the names of all employees who have left the employ of the University and the date of severance. These statements will be sent monthly by the sixteenth (16<sup>th</sup>) day of the month following the hiring or severance of an employee.

## **ARTICLE 5 LEAVES OF ABSENCE**

- 5.1 Employees contemplating applying for a leave of absence should consult with Human Resources to determine the effect such leave will have on their employment (such as Pension, benefits, vacation entitlements, increments, etc.)
- 5.2 Upon the written request of the employee and on the recommendation of the person designated by the University, leave of absence without pay may be granted to a regular or term employee. The Human Resources Office shall be notified of any such leave requested and the Union shall be notified of leaves in excess of ten (10) working days.
- 5.3 Requests for leave of absence without pay 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 regarding whether or not payment of employee benefit premiums will be made, subject to the provisions of the benefit plans, prior to the leave.
  - (b) The employee's seniority and superannuation rights accrued prior to the date of leave of absence shall not be affected.

- 5.4 A regular or term employee served with a document requiring her to appear as a witness during Court proceedings or to serve jury duty shall be paid the difference between her regular full salary during such leave and any sum paid to her for such jury or witness duty.
- 5.5 A regular or term employee shall be granted two (2) days' leave with pay to attend to needs directly related to the adoption of a child. At her option, such leave shall be granted for any two (2) of the following days:
- the day before the adoption,
  - the day of the adoption,
  - the day following the adoption.
- 5.6 A regular or term male employee shall be granted two (2) days' leave with pay to attend to needs directly related to the birth of his child. At his option, such leave shall be granted for any two (2) of the following days:
- the day of the birth of his child,
  - the day following the birth of his child,
  - the day of his spouse's admission to the hospital,
  - the day of his spouse's discharge from the hospital.
- 5.7 A regular or term employee on leave of absence, except an employee on education leave, found working for another employer without the permission of the University shall be immediately discharged.
- 5.8 After any leave of absence in excess of three (3) months under Clauses 5.1 and 5.2, the employee will be rehired where possible in her former job or a similar position. If no such job or position is available, the employee may accept any lesser qualified job if available or be laid off. Where a leave of absence of less than three (3) months is granted, the employee shall be advised in writing whether her job will be open upon her return, before she starts the leave of absence.
- 5.9 A regular employee shall be granted paid leave of absence of one (1) day per fiscal year for the purpose of changing her permanent residence.
- 5.10 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.

## **ARTICLE 6      COMPASSIONATE LEAVE**

- 6.1 In the event of the death of: (a) a spouse; (b) a parent, parent-in-law, grandparent or grandparent-in-law; (c) a child, step-child, brother, sister or a spouse of any of these; also a brother-in-law or sister-in-law; or (d) grandchild or step-grandchild; a regular or term employee, for the purposes of bereavement, may be allowed leave with pay not exceeding five (5) days. Any time in excess of the above shall be charged to the employee's personal/vacation leave or to the employee's future personal/vacation leave or without pay. An employee who is entitled to compassionate leave, as listed in this Article, during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 6.2 A regular or term employee shall be entitled to special leave up to a maximum of one (1) day, without loss of salary, for attending a funeral as a pallbearer or in the event of the death of an employee's aunt, uncle, niece or nephew.
- 6.3 A regular or term employee who is required to be absent to care for a member of her immediate family (defined as spouse or child residing in the employee's household, or parent) shall be granted leave with pay. The period of such leave shall not exceed ten (10) days in any one fiscal year. Any time over and above shall be charged against banked time, annual vacation or future vacation leave, or be without pay. Food Services employee entitlement is prorated based on the hours worked in the previous fiscal year or, in the case of a new employee, the projected hours to be worked in the current fiscal year.
- 6.4 When a full-time regular or term employee is required to be absent for non-emergency dental and medical appointments for a member of her immediate family, as defined in Article 6.3, such absence shall be considered as care-for leave (per Article 6.3). The employee must notify her supervisor in advance of any such absence. Whenever possible, such appointments should be made at the beginning or end of the work day.

## **ARTICLE 7      SICK LEAVE**

- 7.1 Sick leave means that period of time a regular or term employee is permitted to be absent from work with pay because of an illness, injury or quarantine.

- 7.2 The use of sick leave shall be recorded in units of hours, to the nearest one-quarter (1/4) hour. Thus, absences of less than one-quarter (1/4) hour are not charged against eligible sick leave.
- 7.3 Absences for non-emergency dental and medical appointments for full-time regular or term employees shall be considered as sick leave. The employee must notify her supervisor in advance of any such absence. Whenever possible, such appointments should be made at the beginning or end of the work day.
- 7.4
- (a) For sickness, a regular or term employee shall be allowed one-half day for each pay period of service up to a maximum of twelve (12) days per year. Where an employee commences employment before the end of the first week of a pay period, her commencement date for the purpose of this section only shall be deemed to be the first day of the pay period in which she commenced. If her commencement date is after the first week of such pay period, it shall be deemed to be the first day of the following pay period.
- (b) Food Services regular or term employees shall be allowed four (4) hours for each eighty (80) hours worked up to a maximum of ninety-six (96) hours per year.
- 7.5 Sick leave may be accumulated to a maximum of one hundred and fifty-four (154) working days. Where an employee returns to work following long term disability, and was in receipt of long term disability benefits from the University's Long Term Disability (LTD) plan, the University agrees to restore the sick leave entitlement the employee had when she commenced the 180 day waiting period for LTD
- 7.6 If a regular or term employee has resigned, retired or been discharged and is re-employed by the University, she is deemed to be a new employee under this Agreement. This shall also apply to a regular or term employee who has been laid off, except where the employee was laid off for less than fifty-two (52) pay periods, in which case her sick leave entitlement after re-instatement shall be her previous entitlement.
- 7.7 Sick leave benefits for regular or term employees shall be computed from the date on which employment with the University commenced.

- 7.8 An employee who is absent from duty without prior permission shall communicate the reason for her absence to her supervisor for each day of absence unless a medical certificate has been provided, in advance, that prescribes the duration of the medically required absence. Notification shall be within the time limits established below where possible:
- (a) In the case of day workers, no later than the employee's starting time,
  - (b) In the case of Food Services employees, a minimum of one (1) hour prior to starting time.
- 7.9 An employee who suffers an illness which causes her to be absent from work longer than three (3) working days, will be required to submit a medical certificate to the Director, Human Resources. The absence shall be charged to the employee's sick leave entitlement. If an employee suffers an illness which causes her to be absent for more than three (3) days and she does not provide a medical certificate, then the employee is to be treated as being absent without pay, provided she has been asked to provide such a certificate.
- 7.10 No regular employee who is off work on unpaid sick leave, or receiving wage loss benefits from long-term disability, Workers' Compensation, or Manitoba Public Insurance will be laid off or terminated during the first year of such absence. After that one (1) year, and should the employee have not returned to work, she shall be considered to be laid off and the provisions of Articles 12.3, 12.4 and 12.6 shall apply, except, while and should she be on Worker's Compensation, she shall not be limited to the fifty-two (52) pay period recall provision of these articles.

## **ARTICLE 8 USE OF UNIVERSITY PREMISES**

- 8.1 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.
- 8.2 The University agrees to allow 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.

8.3 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.

## **ARTICLE 9      JOB VACANCIES**

9.1

- (a) All positions being recruited, full-time or part-time, whether new positions or vacancies, which fall within the scope of Certificate No. MLB 5779, will be posted in places accessible to all employees for a minimum of five (5) working 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. No outside media advertisement will appear prior to the job being posted on the University notice boards.
- (b) The University shall post the names and positions of all new appointees.
- (c) All internal applicants for a position being recruited, who possess the qualifications and ability for the position, will be granted an interview.

9.2 The notice referred to in Article 9.1(a) above will contain the following information: classification, term of employment, if applicable, qualifications, job duties, hours of work, starting date and salary range.

9.3

- (a) The governing factors for appointments to positions with-in the bargaining unit are qualifications, seniority and ability. If, in consideration of these factors, the University judges two (2) or more candidates to be satisfactory and equal in regard to qualifications and ability, the candidate with the most seniority will be given preference.
- (b) The University agrees that, for appointments to positions within the bargaining unit, a reasonable familiarization period to learn the activities of a new position shall not be grounds to deny a person on lay-off a vacancy.

9.4 All applicants within the Union for any such position shall be notified of the successful applicant as soon as possible after the filling of the

position. In the case of cancellation of the position, such applicants will also be notified.

- 9.5 If the successful applicant is presently a regular employee, in the event she proves unsatisfactory during the probationary period in the position, she shall be re-employed in a comparable vacancy without loss of seniority at her previous salary at the earliest availability of a comparable vacancy.

## **ARTICLE 10 SENIORITY**

10.1 Seniority is defined as the length of service with the University based on regular hours worked up to March 31st in any year and these hours shall include all paid leaves and absence on Workers' Compensation and any probationary period regardless of occupational changes within the University. Seniority regarding part-time employees shall be proportionate to one thousand, eight hundred and twenty (1,820) hours per year. Seniority regarding Food Services employees shall be proportionate to two thousand and eighty (2,080) hours per year.

10.2 An employee shall lose her seniority rights if:

- (a) she is dismissed and is not re-instated, or
- (b) she resigns from an appointment within the bargaining unit or employment with the University, or
- (c) she retires, or
- (d) her employment is terminated because of expiry of a term appointment (see 2.1(f)), or
- (e) she has been laid off for more than fifty-two (52) pay periods, or
- (f) following a lay off, she fails to report to work within five (5) working days after being notified by registered mail at the address provided by the employee, unless within that time limit, she advises the University and gives proof, where required, that she is unable to report to work through sickness, or unless within the said time limit, she requests and is granted leave of absence under Article 5, or unless within the said time limit, she proves that she is required by law to give notice to her then employer. It shall be the responsibility of the employee to keep the University informed of her current address. The University may, if necessary in the case of sickness or leave of absence, recall another employee or hire a new employee.

10.3 The University shall post in the month of May in each year, a seniority list of the employees employed as at March 31st in that year, which shall show the name, years of seniority within the classification and department/unit of each employee. Seniority lists shall be posted in all buildings on campus where employees are located.

Additionally, the University shall post in Food Services, by March 1st in each year, an interim seniority list of the Food Services employees, indicating seniority as at January 31st in that year.

10.4 An employee receiving benefits from the Long-Term Disability Plan or on Workers' Compensation will be deemed to be on leave of absence during that period and will retain her seniority rights in the same manner as if she were at work, but will not continue to accumulate seniority after the first one hundred and eighty (180) calendar days.

10.5 The University shall provide the Union with a list of all casual employees, who have accumulated greater than five hundred and twenty (520) hours, as at March 31<sup>st</sup> in that year, which shall show the name, total hours worked, date of hire, and department/unit of each employee.

## **ARTICLE 11      DISMISSAL**

11.1 An employee shall not be transferred, demoted, suspended or dismissed without just cause and without observance of the following steps:

- (a) The word "problem" where used in this Article shall be deemed to refer to an employee's performance in her job and/or the violation of policy relating to that employment.
- (b) The person designated by the University in that administrative unit shall meet with the employee for the purpose of discussion and resolution of the problem.
- (c) If the problem is not resolved as a result of Clause (b), then a letter of warning shall be sent to the employee specifying the area of concern and the remedial action expected to be taken by that employee. If an employee has failed to improve within the time limits as set forth in the said letter to the satisfaction of the person designated by the University, the employee will be dismissed without further notice. The time limits set forth shall be a minimum of one (1) pay period.

- 11.2 The Director, Human Resources will be given a copy of the formal warning in writing. If the employee so requests, the Union will also be given a copy of the formal warning in writing.
- 11.3 Letters of warning will be reviewed within three (3) months of the issuance of same. Any letter of warning which is no longer appropriate will be destroyed and the employee so notified. The employee may request the presence of an authorized representative of the Union at the time of review of any letter of warning.
- 11.4 Regardless of any other Article in this Agreement, no employee shall be transferred, demoted, suspended, or dismissed without being given, in writing, the full reasons for the action being taken prior to the action being implemented.
- 11.5 The University may dismiss an employee without conforming with the procedures set forth in the above Clauses where the employee is guilty of dishonesty or serious misconduct incompatible with her duties.
- 11.6 This Article does not apply to transfers made for administrative as opposed to punitive purposes.

## **ARTICLE 12 LAY-OFF, RECALL AND RESIGNATION**

- 12.1 For the purpose of this Agreement, the term "lay-off" shall mean that an employee has been temporarily removed from the payroll subject to recall.
- 12.2
- (a) Employees shall be laid-off in the reverse order of their seniority within a classification. Except where the employee has requested a lay-off, an employee who is laid-off shall assume the position of the most junior employee with less seniority than hers in any lower or lateral classification for which she meets the requirements, causing the junior employee to be laid-off.
  - (b) In Food Services, an employee who is laid-off as part of the annual lay-offs and who "bumps" another more junior employee as provided in (a) above, shall retain her regular rate of pay during such lay-off, provided she "bumps" into her same classification as outlined in Schedule "A2".
  - (c) In Food Services, the most senior employee shall have the right of first refusal of call-back, throughout the period of lay-off to any position which is lower or lateral to her usual classification, and for which she

possesses the present qualifications, abilities, and skills, as determined by the University, to perform the functions of the position in question.

- 12.3 In the event of a lay-off, employees may apply for any existing vacancies and, where a vacancy exists, preference will be given in accordance with Clause 9.3. An employee may choose to lay-off for a duration of up to fifty-two (52) pay periods if the employee's position becomes redundant. During this time, the employee will be mailed postings of Union positions as they become available and for which she is qualified.
- 12.4 Those employees who have been laid off shall have their files maintained for fifty-two (52) pay periods and shall be candidates for any vacancy that may exist in accordance with Clause 9.3.
- 12.5 An employee shall receive a minimum of thirty (30) working days written notice, or pay in lieu, of the discontinuance of her position which will result in a lay-off. A meeting will be arranged for the employee, a Union representative, and a representative(s) of the University to review available alternatives/options and the terms of this Agreement. Within five (5) working days of that meeting, the employee shall advise the University, in writing, of which option she wishes to exercise as contained in 12.2 and 12.3 above, and other related Articles in this Agreement. This Clause does not apply to historically occurring seasonal lay-offs, for example, Food Services. For these instances, the employee shall receive only a minimum of one (1) pay period written notice of lay-off.
- 12.6 Where an employee is laid off and not recalled for a period of fifty-two (52) pay periods and is unable to obtain a position as a regular employee, then her employment shall be terminated.
- 12.7 No employee, other than one dismissed or laid off, shall quit her employment with the University without having given to her supervisor and the Human Resources Office, a minimum of one (1) pay period written notice of her intention to quit.

## **ARTICLE 13      PROBATIONARY PERIOD**

### **13.1**

- (a) All employees appointed to a position shall be on probation for a period of six (6) months of service or for such longer period as may be established by the University. Such period shall not exceed twelve (12)

months in total. Where a period of probation in excess of six (6) months is established, the employee shall be notified of the probation period at the time of appointment. Except as provided in Article 9.5, an employee's service may be terminated during the probationary period by either the University or the employee with two (2) weeks notice or payment in lieu of notice.

- (b) All Food Services employees are on probation during the first five hundred and twenty (520) hours of service in each classification.

### 13.2

- (a) Where an employee has not performed satisfactorily during probation following a promotion, the employee will be re-employed to her former position, or to a position comparable to her former position, at the earliest availability of such position.
- (b) At any time during the probation period following a promotion, upon two (2) weeks notice, the employee has the right to return to her former position at the earliest availability of such position. Until her former position is available, she will be employed in a comparable position to her former position.

### 13.3 An employee shall not be required to serve a further probation period when:

- a) the employee is promoted without competition as a result of reclassification of the employee's position; or
- b) the employee initiates a transfer to a position in the same classification involving similar duties and responsibilities; or
- c) the University initiates the transfer, to a position in the same classification involving similar duties and responsibilities, or demotion of an employee from one (1) position to another for any reason.

### 13.4 An employee who is temporarily appointed to another position on an acting basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was in acting status will count towards the employee's probation period.

### 13.5 A review of an employee's progress shall be conducted at approximately the mid-point of the probationary period and the employee shall be advised of the results of the review. The employee

will be advised in writing if her performance is considered to be deficient.

## **ARTICLE 14 HOURS OF WORK**

### **14.1**

- (a) Hours of work effective for and in respect of full-time employees shall be defined as thirty-five (35) hours per week at seven (7) consecutive hours per day. Meal breaks shall be a maximum of one and one-half (1 1/2) hours. Changes in work schedules shall be posted two (2) weeks in advance.
- (b) Standard hours of work effective for and in respect of Food Services employees shall be a maximum of forty (40) hours per work week at a maximum of eight (8) consecutive hours per work day. Meal breaks shall be a minimum of one-half (1/2) hour. Changes in work schedules shall be posted two (2) weeks in advance.
- (c) Standard hours of work for positions in Library Services shall be such hours and for such time frames of the calendar year as historically required.
- (d) The University, in scheduling employees, shall distribute the work wherever reasonably possible so that the employees required to work on weekends do so on an equitable rotation. An employee shall not be required to work on a Saturday or a Sunday if such work can be demonstrated to be contrary to a firmly held religious belief.

14.2 At any time the parties may jointly establish a work schedule providing for a compressed work week, with no reduction in salary. The day-off schedule shall be so arranged as to provide the extra day(s) off before or after the employee's regular day(s) off. Such a compressed work week will not exceed an annual average of the normally scheduled hours per week.

### **14.3**

- (a) Every employee shall be entitled to two 15-minute breaks from work during each regular working day without deduction from her wages. The time for such breaks will be fixed by the supervisor.
- (b) Every Food Service employee shall be entitled to a fifteen (15) minute paid break for each consecutive three (3) hour unit worked. If possible, the paid break will be given within the three (3) hour unit.

## **ARTICLE 15 OVERTIME**

- 15.1 All overtime worked must be authorized by the person designated by the University or his/her designee. Except in emergency situations, such overtime must be authorized in advance.
- 15.2 All time worked beyond seven (7) hours per day or thirty-five (35) hours per week, or on a holiday, shall be considered as overtime.
- 15.3 All overtime for employees shall be paid for at the rate of double time.
- 15.4 A call-back shall be defined as any call back to work received by an employee from the University, during the period between her completion of work and subsequent starting time.
- (a) Any full-time or part-time employee called back to duty shall be paid at overtime rates for all overtime worked with a minimum pay for call-back of two (2) hours at overtime rates.
- (b) Any full-time or part-time employee called back to duty on a regular day of rest shall be paid overtime rates for all overtime worked with a minimum for a call-back of two (2) hours at overtime rates.
- (c) Any full-time or part-time employee called back to duty on a paid holiday or a designated vacation day shall be paid overtime rates for all overtime worked with a minimum pay for call-back of four (4) hours at overtime rates in addition to her regular earnings for the day.
- 15.5 When a regular or term employee is required to work overtime she may elect to receive time off, instead of payment, at a mutually agreed time provided that at the time of any such election, she does not have more than five (5) days time off coming to her. If the employee has five (5) days or more time off under this Clause coming to her, she may only elect to receive further time off with the approval of the Director of Human Resources. Such time off shall be equivalent in hours to the pay for such overtime that would have been calculated under Clause 15.3. The employee shall make her election at the time of completing the overtime.
- 15.6 When a regular or term employee requests the exchange of work for time off, or time off for work, such exchange shall be at a mutually agreed time on an equal time basis, and be authorized by the person designated by the University, or his or her designee.

- 15.7 Where an employee is required to work overtime following the normal work day and it is not expected that the work will be completed in less than three (3) hours, the employee will be provided with a meal as near as possible to the normal meal time. Where a meal cannot be given, the University agrees to compensate the employee for a meal, in an amount not to exceed fifteen dollars (\$15.00).
- 15.8 Overtime payment or compensatory time off shall be calculated to the nearest one-half (1/2) hour.
- 15.9 Overtime paid an employee shall be computed on the value of one (1) hour, as per pay Schedules "A1" and "A2".
- 15.10 Overtime work in a particular classification in a particular administrative unit shall be spread as equitably as possible in order of seniority and on a reasonable practical basis among the employees thereof. Where there are no volunteers for overtime duty, such duty shall be assigned on a rotation basis starting with the most junior employee who is qualified.

## **ARTICLE 16 HOLIDAYS**

16.1 For regular and term employees, and casual employees who have accumulated greater than five hundred and twenty (520) hours of employment, the following days shall be observed as holidays without loss of pay to the employees:

New Year's Day  
Louis Riel Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday (1<sup>st</sup> Monday in August)  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any other day or days so proclaimed as a statutory holiday by the Federal or Provincial Authorities.

16.2 When any of the above holidays fall on a Saturday or Sunday, the University shall designate another working day(s), either the preceding Friday or the following Monday, to be observed as the holiday or holidays in lieu thereof.

16.3 Until December 31, 2009, two (2) "floating" paid holidays shall be observed in lieu of Easter Monday and "mid-term break". After consultation with the Union, Human Resources shall declare by March 1<sup>st</sup> the days the floating holidays are to be observed as paid holidays for all regular or term employees. The days the floating holidays are observed shall immediately precede or follow a weekend or another declared holiday.

## **ARTICLE 17 PERSONAL TIME/VACATIONS**

17.1 A regular employee shall be entitled to time off with pay for personal use, including for vacation, hereinafter referred to as vacation, subject to the following:

- (a) The year on which normal annual vacation entitlements are based is defined as the preceding period from April 1st to March 31st.

- (b) An employee shall be entitled to an unbroken vacation period based on the entitlement earned during the preceding vacation year; such period shall be mutually agreeable to both the employee and the University.
- (c) The person designated by the University may authorize 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(s) will be allowed immediately preceding or following the vacation.

17.2 The annual vacation period shall be determined as follows:

- (a) An employee who has completed twelve (12) full calendar months accumulated service as of March 31st shall receive fifteen (15) work days' vacation.
- (b) An employee who has completed two (2) years' accumulated service as of March 31st shall receive twenty (20) work days' vacation.
- (c) An employee who has completed nine (9) years' accumulated service as of March 31st shall receive twenty-five (25) work days' vacation.
- (d) An employee who has completed nineteen (19) years' accumulated service as of March 31st shall receive thirty (30) work days' vacation.
- (e) An employee who has completed less than twelve (12) months' accumulated service as of March 31st shall receive one and one-quarter (1 1/4) work days' vacation for each full calendar month worked from the commencement of her service.
- (f) A term employee who is subject to annual lay-off and/or not eligible for the University benefit plans, or casual employee shall receive vacation pay on each bi-weekly pay on the equivalent percentage basis as above.

17.3 In the event that a regular or term employee who is earning paid vacation leave entitlement is hospitalized for three (3) or more days during her vacation, sick leave shall be substituted for vacation leave. The employee must provide a medical certificate attesting to the fact that hospitalization was necessary and indicating the time period

involved. Such medical certificate must state the cause for such hospitalization is through no fault of the employee. However, in the case of communicable diseases, excluding common colds and simple flu, or recuperation following surgery requiring bed rest or quarantine, sick leave shall be substituted for vacation leave. In the latter case, the employee must supply a medical certificate attesting to the fact that bed rest or quarantine was necessary and indicating the time period involved.

#### 17.4

- (a) The number of work days that the University is closed during the Christmas/New Year's break will be designated as vacation days, following consultation with the Union. The maximum number of vacation days designated will be three (3) days.
- (b) Should a regular or term employee, who is earning paid vacation leave entitlement, choose not to use vacation days during this break, she shall advise the Director, Human Resources no later than December 1st preceding in writing and therein state whether she is using banked time in lieu of using her vacation days over the Christmas/New Year's break.
- (c) Effective January 1, 2010, all regular and term employees shall be entitled to an additional two vacation days, to be designated by Human Resources and used during the Christmas to New Year's period. Such days are only available to regular or term employees of record as at the designated period.

## **ARTICLE 18 WORKERS' COMPENSATION AND MANITOBA PUBLIC INSURANCE**

- 18.1 When an employee is receiving wage loss benefits from Workers' Compensation and/or Manitoba Public Insurance, she shall be paid her regular salary and the University shall receive the amount paid under the Workers' Compensation and/or Manitoba Public Insurance to a maximum period of the employee's 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 University. The University will restore any sick leave used by an employee while receiving wage loss benefits from Worker's

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

## **ARTICLE 19     GRIEVANCE PROCEDURE**

- 19.1 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.
- 19.2 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.
- 19.3 "Day(s)" means working day(s).
- 19.4 Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have wide spread 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 as defined in Article 19.2(a). Such group grievances shall be presented directly to the Director of Human Resources within twenty (20) working days of the date of the action giving rise to the grievance.
- 19.5 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 Director of Human Resources and such grievances initiated by the University shall be made to the President of the Union 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.
- 19.6 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. Should the other party fail to give such written notice within ten (10) working days of the receipt of the grievance, 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.

- 19.7 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 her Steward present at such a discussion or any of the steps of the Grievance Procedure.
- 19.8 A grievance arising from the demotion, suspension or dismissal of an employee shall be initially presented at Step Two of the Grievance Procedure.
- 19.9 Step One
- (a) 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 employee's immediate supervisor or designee.
  - (b) Within ten (10) days from the date the grievance was presented, the decision of Step One shall be presented in writing to the grievor and/or Representative.
- Step Two
- (a) Where the decision is unsatisfactory to the grievor, the grievance shall, within ten (10) days from the date the reply was received from Step One, be presented by the grievor and/or Representative to the Director of Human Resources for consideration at this step.
  - (b) Within ten (10) days from the date the grievance was presented at this step, the decision of Step Two shall be presented in writing to the grievor and/or Representative.
- 19.10 Where the University fails to issue a decision at any step of the Grievance Procedure within the time limits specified, the grievor or Representative may process the grievance to the next step.
- 19.11 If the reply at Step Two is not satisfactory, the grievance may be presented to Arbitration.
- 19.12 An employee or the Union may present an objection in writing respecting the application of a written policy of the University respecting conditions of employment within twenty (20) working days of the action. In such cases, the objection shall be referred to the Director of Human Resources for a decision. If such 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 Director of

Human Resources' decision. The decision of the Board of Governors shall be final and binding upon the parties.

## **ARTICLE 20      ARBITRATION PROCEDURE**

- 20.1 No matter may be submitted to arbitration until the applicable steps of the Grievance Procedure have been exhausted.
- 20.2 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. Such notice shall include the name of that party's appointee to the Arbitration Board.
- 20.3 The party receiving such notice shall within ten (10) working days notify the other party of its appointee to the Arbitration Board.
- 20.4 The two appointees so selected shall, within ten (10) working days, meet and name the third member who shall be the Chair of the Board.
- 20.5 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(s) shall be made by the Minister of Labour.
- 20.6 Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days 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.
- 20.7 The Chair and one other member are a quorum; but, in the absence of a member, the other member shall not proceed unless the absent member has been given reasonable notice of sitting.
- 20.8 The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision.
- 20.9 The Arbitration Board 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.
- 20.10 The Arbitration Board 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 the University.  
Any such decision shall be null and void.

20.11 The Chair shall submit a report on the findings and the decision of the Board within fourteen (14) calendar days following the completion of the hearing to:

- (a) The University;
- (b) The Grievor;
- (c) The Manitoba Government and General Employees' Union.

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

20.13 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 21      TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE**

21.1 For purposes of this Agreement, technological change shall mean changes introduced by the University 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 21.8, does not apply. Such change(s) shall include the following:

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

- 21.2 When the University is considering the introduction of a technological change:
- (a) the University 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 University shall provide the Union, at least one hundred and twenty (120) days prior to the introduction of the technological change(s), with a complete description of the change/project to be implemented, disclosing all foreseeable effects and repercussions on employees and shall identify all positions in the University which will be affected.
- 21.3 All data pertinent to the technological change(s) shall be given to the Union.
- 21.4 When the University 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(s), and on measures to protect employees from adverse affects. The University and the Union agree to bargain in good faith as to all aspects of these matters.
- 21.5 When the parties agree to the required solutions, the solutions shall be set forth in a Memorandum of Agreement signed by the parties hereto, forming part of this Agreement.
- 21.6 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.
- 21.7 Technological change(s) shall not be introduced except to the extent it is required by law or statute until all matters are resolved by agreement and/or Arbitration.

- 21.8 An employee, voluntarily or compulsorily, reassigned or reclassified as a result of a technological change shall be provided with what ever retraining she requires during her hours of work with full pay from the University and at no additional cost to the employee.
- 21.9 No new employees will be hired by the University 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.
- 21.10 The University 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 University, the Union, and the affected employee and, subject to the provisions of the benefit plans, such offer shall be at full benefits which the employee would have received at her 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 University. These options shall be dealt with per the foregoing.
- 21.11 When all options for affected employees have been exhausted and 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 22 CAREER DEVELOPMENT**

- 22.1 In the event that an employee enrolls for a course either at a University, Community College, trade school, correspondence school or otherwise, the total or partial tuition cost including program fees and costs of texts of such course(s) on successful completion of such course(s) shall be remitted to the employee, if a written request for a remission, initiated by either the employee or University, is approved by the person designated by the University and the Director, Human Resources prior to commencement of such course(s).
- 22.2 The University will “waive” the tuition fees plus material and service fees, technology fees and student service fees to a maximum of seventy-five dollars (\$75.00) per three (3) credit hour course for Brandon University credit courses, rather than reimburse the employee for the cost of the tuition upon successful completion.

22.3 Where an employee enrolls in a course(s) or takes training at the University's request, such training shall be at the expense and on the time of the University.

## **ARTICLE 23 GROUP BENEFITS**

23.1 All eligible employees shall be covered by the University Pension Plan and Group Benefit Plans, as long as the plans continue in existence.

23.1.1 The Provincial Government of Manitoba and the Manitoba Government and General Employees Union have negotiated a Dental Plan for employees under the Civil Service Act of Manitoba, which also covers the employees at Brandon University. The Parties hereto agree that as long as employees represented by the Union can be covered by the Plan, the said Dental Plan is part of this agreement between the University and the Union. This Agreement is subject to terms, conditions, and duration of the said Dental Plan.

23.2 One hundred percent (100%) of a regular or term employee's monthly premiums for Group Extended Health Care and Life Insurance benefits will be borne by the University.

23.3 The University shall provide employees on lay off with relevant information on group benefits.

## **ARTICLE 24 MISCELLANEOUS**

24.1 The University will provide, on each pay day, to each employee, an itemized statement of wages showing the earnings, overtime, pay period, and deductions, etc.

24.2 Clerical errors made relative to an employee's salary or fringe benefits will be adjusted.

24.3 The University will post the Collective Agreement on the Brandon University web site.

24.4 The University agrees to provide the Union with a list of its designated representatives and, if required, their designees, within one month after the signing of this Agreement.

24.5 The University agrees that employees who incur expenses while on University business shall be reimbursed for reasonable expenses in accordance with University policy; such expenses shall be paid on submission of a bona fide expense report, supported, where possible, by vouchers or receipts.

- 24.6 The University will provide for ongoing automatic pay cheque deposits to a bank/credit union of the employee's choice.
- 24.7 All job/position/classification descriptions containing the words "other duties as assigned" shall be deemed to read "other related duties as assigned" and any future rewriting of the description shall have the wording changed per the foregoing.

## **ARTICLE 25 UNIVERSITY'S RIGHTS**

- 25.1 All functions, rights, personnel pay practices, powers and authority which the University has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the University.
- 25.2 In administering this Agreement, the University shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

## **ARTICLE 26 INCREMENT DATE**

- 26.1 "Anniversary Date" shall be defined as the date upon which the employee was hired or, alternatively, except as provided below, if the employee has changed classification to a classification with a higher maximum, the date upon which she changed to such higher classification.

The effective date for an employee's annual increment shall be the first day of the bi-weekly pay period following the date the employee has accumulated one (1) year of service in the classification. For those employees whose classification has changed, the effective date shall be the first day of the bi-weekly pay period following the anniversary of the classification change.

- 26.2 All employees will receive a regular annual increment equal to one (1) increment on their classification pay schedule provided the person designated by the University in that administrative unit assesses the employee's work as satisfactory to receive an annual increment. Such increments will be granted until an employee has reached the maximum level in her classification.
- 26.3 Where an increment is not granted to an employee on the employee's anniversary date the employee shall be notified of the increment denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the increment was denied. The increment may be granted to the employee on any subsequent monthly anniversary date. The effective date for such an increment shall be the first day of the bi-weekly pay period which includes the subsequent monthly anniversary date referred to. The employee is eligible for an increment at the employee's next anniversary date.

- 26.4 New employees will be placed on a level in their classification in accordance with previous applicable experience, at the sole discretion of the University. The Union will be advised of any new employee who is to be placed above the minimum level in her classification. Such placement shall not be the subject of any grievance under the arbitration provisions of this Agreement.
- 26.5 When an employee is promoted to a position paying a higher rate of pay, she shall be paid the wage of the minimum of the higher classification or the wage in such classification which is one (1) full increment higher than her present salary. When an employee is transferred to a position paying a lower rate of pay, she shall remain at her current rate of pay with no loss in pay or negotiated scale increases. She shall not be eligible for increments until the top of scale of the grade classification of the position exceeds her salary. In the former case, the employee's anniversary date will be considered to be the date of the promotion/transfer, while in the latter case, the employee's anniversary date will be unchanged.
- 26.6 When the reclassification of a position results in a lower grade the employee shall remain at her current rate of pay with no loss of pay or negotiated scale increases. She shall not be eligible for increments until the top of scale of the grade classification of the position exceeds her salary. The employee's anniversary date will be unchanged.
- 26.7 The classification of the position to which an employee is to be hired, promoted or transferred shall be determined prior to the hire, promotion or transfer.

## **ARTICLE 27 DURATION, SETTLEMENT PAY AND RENEWAL OF AGREEMENT**

- 27.1 This Agreement shall be effective from the 1st day of April, 2009 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.
- 27.2 For administrative purposes, the conditions of this Agreement shall be considered to be in effect on the date of signing unless otherwise provided herein. All monetary items herein agreed are retroactive to

April 1, 2009, except as otherwise indicated, and shall be paid out as settlement pay per 27.3 below within thirty (30) days of the signing of this Agreement.

- 27.3 Settlement pay shall be paid to each employee who has been in the employ of the University since April 1, 2009 including those persons who leave the employment of the University during the period of April 1, 2009 to the date of signing of this Agreement.
- 27.4 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.
- 27.5 The University agrees that, during the period from 1 April 2009 to 31 March 2012, there shall be no lay-off, for budgetary reasons, of any employee covered by this Agreement, other than historical annual lay-offs which have occurred during the year in the same workplaces for their constant historical reasons (for example, short term lay-offs in Food Services).

## **ARTICLE 28 MATERNITY/PARENTAL LEAVE AND MATERNITY LEAVE ALLOWANCE**

### **28.1 Maternity/Parental Leave**

- 28.1.1 An employee, who qualifies under the Manitoba Employment Standards Code, is eligible for maternity and/or parental leave as per the provisions of the Manitoba Employment Standards Code.
- 28.1.2 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.
- 28.1.3 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.

- 28.1.4 An employee who takes Maternity Leave and Parental Leave shall take them in one continuous period unless the employee and the University otherwise agree. An employee's parental leave shall end thirty-seven (37) weeks after it began and commence not more than fifty-two (52) weeks from the date of birth or date of custody. However, an employee may end her 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.
- 28.1.5 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 thirty-seven (37) consecutive weeks.
- 28.1.6 During the period of maternity/parental leave, an employee may continue membership in the University pension and group benefit plans by paying both University and employee monthly premiums based upon her 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.
- 28.1.7 Upon return to work, an employee who has taken leaves under this Article shall resume his/her position, unless otherwise agreed to by the parties and assuming the employee's employment contract date has not expired, with his/her full regular bi-weekly salary and benefits as provided under this Collective Agreement.

## **28.2 Maternity Leave Allowance**

- 28.2.1 In order to qualify for Maternity Leave Allowance during maternity leave, a pregnant employee must:
- i) occupy a position on a full-time or part-time continuing basis, or occupy a position on a full-time or part-time basis for more than one (1) year, and
  - ii) have completed at least seven (7) consecutive months of employment with the University, with an appointment of at least fifty percent (50%) full-time equivalent, immediately prior to the date on which the proposed leave commences; and

- iii) submit a written notice to the Dean/Director at least four (4) weeks prior to the commencement of the leave (such notice period being alterable by mutual agreement and inapplicable if the employee stops working because of complications caused by pregnancy or because of birth, still birth, or miscarriage); and
- iv) provide the Dean/Director with a certificate from a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of her delivery; and
- v) provide Human Resources with proof that she has applied for, and is eligible to receive, Employment Insurance benefits.

28.2.2 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 University 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 University.

28.2.3 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.

28.2.4 During the period of Maternity leave, the employee who qualifies shall receive from the University:

- i) for the first two (2) weeks, ninety-three percent (93%) of the employee's regular bi-weekly salary, and
- ii) 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 percent (93%) of the employee's regular bi-weekly salary.

28.2.5 Contributions to the University Retirement Plan and group benefit plans shall be continued by the University and the employee throughout the period that the employee is in receipt of Maternity Leave Allowance from the University, on the basis of ninety-three percent (93%) 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 University to the employee.

## **ARTICLE 29 CONTRACTING OUT**

29.1 For the duration of this Agreement, the University agrees that there shall be no contracting out of work currently done by members of the bargaining unit if such contracting out results in the lay-off of any regular employee covered by this Agreement. The University hereby agrees that before any work is contracted out, it will provide the Union with ninety (90) days notice during which time it will discuss its intentions with the Union. In such discussions, the University will explain its reasons for its tentative decision to contract out such work and give the Union an opportunity to suggest ways in which the work might otherwise be performed. The University will give due consideration to the suggestions of the Union before making its final decision as to whether or not such work will be contracted out.

29.2 The University may participate in work experience type projects providing that such participation does not result in the lay-off of any regular employee covered by this Agreement. The University will advise the Union of any such participation.

## **ARTICLE 30 JUSTICE AND DIGNITY**

30.1 Should the University suspend an employee pending an investigation into the circumstances related to the suspension, such suspension shall be with pay.

## **ARTICLE 31 SEVERANCE PAY**

31.1 A retiring regular employee who is over 55 years of age and has at least ten (10) years' service with the University shall receive severance pay upon retirement in the amount of one (1) week's salary (at the final

rate of pay) for each year of service to a maximum of fifteen (15) weeks' salary.

31.2 An active regular employee who meets the age and service requirements outlined above and who dies while in the service of Brandon University shall receive severance pay calculated as in 31.1.

31.3 A regular employee whose employment is terminated without cause by the University, regardless of age or years of service, shall receive severance pay calculated as in 31.1 above. In the event that such an employee is subsequently rehired by the University, within fifty-two (52) pay periods, she shall, as a condition of employment, reimburse the University for all monies received under the terms of this Article.

## **ARTICLE 32 REMOTENESS ALLOWANCE**

32.1 The University and the Union agree that the "REMOTENESS ALLOWANCE" Schedule in the Government Employees Master Agreement as has been agreed to between the Province of Manitoba and the Manitoba Government and General Employees' Union, in respect of employees in the Civil Service of Manitoba, is deemed to be and hereby forms part of this Agreement. All eligibility criteria, benefits, conditions, and rates therein shall apply to any University employee covered by this Agreement who works in an applicable community.

## **ARTICLE 33 LABOUR MANAGEMENT COMMITTEE**

33.1 The Union and the University agree to maintain a Labour Management Committee composed of President, Vice-President and Chief Steward of the Union Local, the Director of Human Resources or his/her designate, and such other management or supervising persons as the University chooses to appoint, to a maximum of two (2) additional members.

33.2 The Committee shall meet on a regular date or on request of either party on five (5) days' notice. The meeting shall be held monthly unless otherwise mutually agreed.

33.3 The purpose of the Committee is to review and deal with issues and problems of the workplace, to seek and consider advice, and to make recommendations of the proposed solutions as they are able.

- 33.4 The Committee does not have jurisdiction over wages or any other matter related to the administration or bargaining of the Agreement. Such issues shall be removed from their agenda and referred to the Union and the University. The Committee shall not address any disputes which properly belong under the grievance and arbitration procedure. Unanimous or majority decision by the Committee shall not interfere with the rights of the Union or the University arising out of or pertinent to the Agreement.
- 33.5 Full minutes of each meeting shall be kept. Copies of the minutes shall be given to the committee members, and may be further distributed as they see fit.
- 33.6 A quorum shall be two (2) members from each of the University and Union side of the Committee. The Chairmanship of the meeting shall alternate from meeting to meeting. The parties shall advise each other of renewed/re-elected committee members once a year.

## **ARTICLE 34      WORKPLACE SAFETY AND HEALTH**

- 34.1 The University agrees to continue the Workplace Safety and Health Committee.
- 34.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 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.
- 34.6 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.
- 34.7 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.
- 34.8 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.
- 34.9 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 35 VIDEO DISPLAY TERMINALS**

- 35.1 Where an employee operates a Video Display Terminal (VDT) for twenty-five percent (25%) or more of the normal work week, she shall have her eyes examined every twenty-four (24) months by an optometrist. The cost of the eye examination, if not covered by a medical plan, shall be paid by the University.
- 35.2 Where an operator is of the opinion that the work results in undue eye fatigue, she may request a review of job duties. The University will endeavour to design the job of the operator in a manner that will permit the operator at least ten (10) minutes of duties away from the video display terminal during any two (2) hour period of continuous operation.

## **ARTICLE 36 CRIMINAL AND CIVIL LIABILITY**

- 36.1 The University agrees to provide and pay for legal counsel for the defence of any action, either criminal or civil, initiated against an employee as a result of the performance of her assigned duties, provided that the actions of the employee do not constitute gross neglect or misconduct on the part of the employee, and further, the

University and employee shall consult as to legal counsel, and in the event that no agreement can be reached, the University retains the right to appoint counsel.

## **ARTICLE 37 BRIDGING OF SERVICE**

37.1 The University shall credit an employee, excluding a term or casual employee, who resigns and is subsequently rehired as an employee, with one-half (1/2) of her accumulated unused sick leave entitlement upon resignation to a maximum of twelve (12) days, and with her previous service in order to determine vacation entitlement, and only to determine vacation entitlement, as follows:

- (a) the employee must have accumulated at least four (4) years continuous "regular" service at the time of resignation;
- (b) the employee must have resigned for the purpose of raising a dependent child or children, and must so state in her letter of resignation;
- (c) the employee must be rehired as an employee within five (5) years of resignation, and, during this period, shall not have engaged in any other remunerative employment for more than three (3) months; and
- (d) the employee must successfully complete any probationary period.

This Article shall not confer or imply any other benefits or entitlements except those expressly conferred.

## **ARTICLE 38 RIGHTS OF STEWARDS AND TABLE OFFICERS**

38.1 "Steward and Table Officer" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

38.2 The University recognizes the Union's right to select Stewards and Table Officers to represent employees.

38.3 The Union shall determine the number of Stewards and Table Officers and the jurisdiction of each Steward and Table Officer having regard to the plan of organization, the distribution of employees at the work place, and the administrative structure implied by the Grievance Procedure.

- 38.4 The Union agrees to provide the University with a list of Stewards and Table Officers and any subsequent changes. The Union shall provide appropriate identification for Stewards and Table Officers.
- 38.5 Stewards and Table Officers and employees shall not conduct Union business during their working time.
- 38.6 The duties of the Stewards and Table Officers shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 38.7 For complaints of an urgent nature, a Steward or Table Officer shall first obtain the permission of her immediate supervisor before leaving work to investigate such complaint with the employee and supervisor concerned. Such permission shall not be unreasonably sought or withheld. On resuming her normal duties, the Steward or Table Officer shall notify her supervisor.
- 38.8 When it is necessary for a Steward or Table Officer to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or Table Officer or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward or Table Officer and employee shall notify their supervisor(s).

## **ARTICLE 39      RATE OF PAY AND PREMIUMS**

- 39.1 Employees will be paid on a bi-weekly basis. In Schedule "A1" and "A2" the bi-weekly rates of pay shall be the employee's rate of pay. Food Services employees shall be paid on a bi-weekly basis based upon authorized hours worked.
- 39.2 For further computation to hourly, daily, or annual salary, the bi-weekly pay shall be used along with the hours as defined in 14.1(a) or (b).
- 39.3 When an employee is assigned in writing by the person designated by the University in that administrative unit, and with the approval of the Director, Human Resources, to take upon herself the full responsibilities of a position paying a higher rate of pay and her period of employment in the higher paid position is in excess of one (1) week, she shall be paid the wage of the minimum of the higher classification

or the wage in such classification which is one (1) full increment higher than her present salary.

- 39.4 A temporary assignment should not continue beyond six (6) months. At the end of that time, the employee may be either promoted to the position or returned to her normal assignment of work.
- 39.5 Pay for an employee who is required to assume temporarily partial responsibilities of a higher classified position shall be at the employee's regular rate of pay, but the assignment should not exceed eight (8) weeks. At the end of that time, the employee may be either classified in a higher position with higher pay or resume her normal assignment of work.
- 39.6 Effective the first day of the pay period that includes the date of signing this agreement, a regular or term employee, or a casual employee who has accumulated greater than five hundred and twenty (520) hours of employment, who works a full shift where half or more of the hours are worked between 6:00 p.m. and 6:00 a.m. shall receive a shift premium of eighty-two cents (\$0.82) per hour for hours worked between 6:00 p.m. and 6:00 a.m. This premium is not applicable when overtime rates apply.
- 39.7 Effective the first day of the pay period that includes the date of signing this agreement, a regular or term employee, or a casual employee who has accumulated greater than five hundred and twenty (520) hours of employment, shall receive sixty-eight cents (\$0.68) per hour for all regular hours of work or portions thereof on a Saturday or Sunday. This premium is not applicable when overtime rates apply.
- 39.8 Shift and weekend premiums shall not be included in the calculation of any employee benefits.
- 39.9 In the event of extreme, severe, weather conditions, any employee who reports for work within two (2) hours of her scheduled work time, shall receive pay for that full day. Employees shall notify their supervisor when failing to report to duty.

## **ARTICLE 40 CLASSIFICATION PROCEDURES**

### 40.1

- a) The parties agree that the University, acting fairly and reasonably, has the sole and exclusive right and responsibility to:

- i. Determine the job duties and responsibilities of positions in Brandon University
- ii. Determine the required skills and abilities to fill positions
- iii. Determine the system by which job descriptions are evaluated to determine job classifications.
- iv. Evaluate positions to determine job classifications and resulting pay grades
- v. Implement the results of job classifications
- vi. Re-evaluate positions from time to time.

b) The system by which job classifications are determined shall be discussed with the Union prior to implementation. Revisions, amendments or changes to the system shall also be discussed with the Union prior to implementation. The Union shall have the opportunity to provide comments and suggestions on the system.

40.2 Any employee may request a re-evaluation of the classification of the position she occupies, after completing the probationary period in the position, no more often than once every twelve (12) months. The employee shall include a written statement indicating why she is requesting a re-evaluation of the classification.

40.3 Position descriptions to be submitted for evaluation shall be completed by the supervisor and the employee (if the position is occupied). Position descriptions shall include the signature of the employee, supervisor, area head and Director of Human Resources. The process of acquiring signatures shall take no longer than four (4) weeks without a valid reason. Any disputes between the employee and the University, regarding the contents of the position description, shall be referred to the Director of Human Resources, who will assist the parties in coming to an agreement. In the event that an agreement cannot be reached within two (2) weeks, the University shall make the determination. The results of the position evaluations shall be effective on the date of the signature of the Director of Human Resources or on the date that the position description is submitted to the Director of Human Resources for dispute resolution.

40.4 The Director of Human Resources shall ensure the position is evaluated within two (2) weeks of receipt of the completed position description, unless there is a valid reason for the delay. The determined job classification shall be communicated in writing to the employee, supervisor, area head and the Union with reasons for the

decision. Any resultant salary adjustments will be dealt with in accordance with Article 26.

- 40.5 Should the Employee be dissatisfied with the determined job classification, the matter may be referred to the Classification Review Committee (CRC) in accordance with the following procedures.
- a) The Employee wishing to have the CRC review her job classification shall, within two (2) weeks, notify the Director, Human Resources in writing of the grounds on which the request for review is based.
  - b) The CRC shall be composed of the Vice-President, Administration & Finance, the President of MGEU Local 135 and a third party, who shall serve as the chair of the committee, selected from within the employees of Brandon University by the Vice-President, Administration & Finance and the President of MGEU Local 135. Alternates, who shall be named and agreed to by the parties, shall be used where circumstances require as agreed to by the parties.
  - c) The CRC shall hear the case for the request for review and make a decision within one (1) month after the date the request is received in the office of the Director, Human Resources. The CRC will hear from the affected parties, ie. Human Resources, Employee, supervisor, Area Head and the Union. The CRC may request additional information related to the matter.
  - d) The CRC may uphold the classification decision or may require the classification evaluation be redone and shall provide written reasons for its decision. The decision and reasons shall be communicated in writing to the employee, the Union and the Director, Human Resources.
  - e) If the Employee is not satisfied with the results of this process, she may ask the Union to proceed to Arbitration as per Article 20 of the Collective Agreement.

**SCHEDULE A1**  
**MGEU Wage Rates**  
Effective the first day of the Pay Period that includes  
**April 1, 2009**

GRADE	1	2	3	4	5	6
0	\$32,702.28 \$1,253.49 \$17.91	\$33,346.67 \$1,278.19 \$18.26	\$34,016.31 \$1,303.86 \$18.63	\$34,710.40 \$1,330.46 \$19.01	\$35,404.77 \$1,357.08 \$19.39	\$36,099.13 \$1,383.69 \$19.77
1	\$33,024.74 \$1,265.85 \$18.08	\$33,669.13 \$1,290.55 \$18.44	\$34,338.77 \$1,316.22 \$18.80	\$35,032.86 \$1,342.82 \$19.18	\$35,726.96 \$1,369.43 \$19.56	\$36,446.05 \$1,396.99 \$19.96
2	\$33,793.27 \$1,295.31 \$18.50	\$34,462.65 \$1,320.96 \$18.87	\$35,157.01 \$1,347.58 \$19.25	\$35,875.83 \$1,375.13 \$19.64	\$36,594.92 \$1,402.70 \$20.04	\$37,313.73 \$1,430.25 \$20.43
3	\$35,032.86 \$1,342.82 \$19.18	\$35,743.08 \$1,370.04 \$19.57	\$36,470.77 \$1,397.94 \$19.97	\$37,190.12 \$1,425.51 \$20.36	\$37,933.93 \$1,454.02 \$20.77	\$38,702.19 \$1,483.47 \$21.19
4	\$36,768.24 \$1,409.34 \$20.13	\$37,487.32 \$1,436.90 \$20.53	\$38,256.39 \$1,466.38 \$20.95	\$38,999.93 \$1,494.88 \$21.36	\$39,793.45 \$1,525.30 \$21.79	\$40,586.70 \$1,555.70 \$22.22
5	\$38,950.22 \$1,492.97 \$21.33	\$39,718.75 \$1,522.43 \$21.75	\$40,512.00 \$1,552.84 \$22.18	\$41,330.51 \$1,584.21 \$22.63	\$42,148.21 \$1,615.56 \$23.08	\$42,991.45 \$1,647.88 \$23.54
6	\$41,578.27 \$1,593.71 \$22.77	\$42,421.23 \$1,626.02 \$23.23	\$43,264.19 \$1,658.33 \$23.69	\$44,131.88 \$1,691.59 \$24.17	\$45,024.56 \$1,725.81 \$24.65	\$45,916.97 \$1,760.01 \$25.14
7	\$44,702.10 \$1,713.45 \$24.48	\$45,594.77 \$1,747.66 \$24.97	\$46,512.17 \$1,782.83 \$25.47	\$47,429.57 \$1,817.99 \$25.97	\$48,396.68 \$1,855.06 \$26.50	\$49,363.53 \$1,892.12 \$27.03
8	\$48,272.00 \$1,850.28 \$26.43	\$49,239.65 \$1,887.37 \$26.96	\$50,231.21 \$1,925.38 \$27.51	\$51,222.78 \$1,963.39 \$28.05	\$52,264.32 \$2,003.31 \$28.62	\$53,305.33 \$2,043.21 \$29.19
9	\$52,338.49 \$2,006.15 \$28.66	\$53,379.77 \$2,046.06 \$29.23	\$54,446.03 \$2,086.93 \$29.81	\$55,524.93 \$2,128.29 \$30.40	\$56,628.01 \$2,170.57 \$31.01	\$57,768.45 \$2,214.28 \$31.63
10	\$56,850.78 \$2,179.11 \$31.13	\$57,966.49 \$2,221.87 \$31.74	\$59,131.92 \$2,266.55 \$32.38	\$60,322.06 \$2,312.16 \$33.03	\$61,512.21 \$2,357.78 \$33.68	\$62,751.80 \$2,405.30 \$34.36
11	\$61,809.68 \$2,369.19 \$33.85	\$63,049.27 \$2,416.70 \$34.52	\$64,313.85 \$2,465.17 \$35.22	\$65,603.15 \$2,514.59 \$35.92	\$66,917.18 \$2,564.96 \$36.64	\$68,255.92 \$2,616.27 \$37.38
12	\$67,280.21	\$68,625.95	\$69,998.55	\$71,398.56	\$72,826.53	\$74,282.97

	\$2,578.87	\$2,630.46	\$2,683.07	\$2,736.73	\$2,791.46	\$2,847.29
	\$36.84	\$37.58	\$38.33	\$39.10	\$39.88	\$40.68
13	\$73,234.71	\$74,699.21	\$76,193.28	\$77,717.17	\$79,271.43	\$80,856.86
	\$2,807.11	\$2,863.25	\$2,920.51	\$2,978.92	\$3,038.50	\$3,099.27
	\$40.10	\$40.90	\$41.72	\$42.56	\$43.41	\$44.28

## SCHEDULE A2

### FOOD SERVICES

Effective first day of pay period which includes  
April 1, 2009

	<u>1</u>	<u>2</u>	<u>3</u>
Lead Cook	\$42,220.85	\$43,276.21	\$44,331.84
	\$1,618.34	\$1,658.79	\$1,699.25
	\$20.23	\$20.73	\$21.24
Cook	\$36,776.35	\$38,818.14	\$40,859.94
	\$1,409.65	\$1,87.91	\$1,66.17
	\$17.62	\$18.60	\$19.58
Food Services Worker	\$34,026.56	\$35,499.02	\$36,971.20
	\$1,304.25	\$1,360.69	\$1,417.12
	\$16.30	\$17.01	\$17.71
Casual/Student Food Services Worker			\$12.23*

(\*effective first day of pay period that includes date of signing collective agreement)



**SCHEDULE A1**  
**MGEU Wage Rates**  
Effective the first day of the Pay Period that includes  
**April 1, 2010**

GRADE	1	2	3	4	5	6
0	\$33,683.35 \$1,291.09 \$18.44	\$34,347.07 \$1,316.53 \$18.81	\$35,036.80 \$1,342.97 \$19.19	\$35,751.72 \$1,370.38 \$19.58	\$36,466.91 \$1,397.79 \$19.97	\$37,182.11 \$1,425.20 \$20.36
1	\$34,015.49 \$1,303.82 \$18.63	\$34,679.20 \$1,329.27 \$18.99	\$35,368.93 \$1,355.70 \$19.37	\$36,083.85 \$1,383.11 \$19.76	\$36,798.77 \$1,410.51 \$20.15	\$37,539.43 \$1,438.90 \$20.56
2	\$34,807.07 \$1,334.17 \$19.06	\$35,496.53 \$1,360.59 \$19.44	\$36,211.72 \$1,388.01 \$19.83	\$36,952.10 \$1,416.39 \$20.23	\$37,692.76 \$1,444.78 \$20.64	\$38,433.14 \$1,473.16 \$21.05
3	\$36,083.85 \$1,383.11 \$19.76	\$36,815.38 \$1,411.15 \$20.16	\$37,564.89 \$1,439.87 \$20.57	\$38,305.83 \$1,468.27 \$20.98	\$39,071.95 \$1,497.64 \$21.39	\$39,863.26 \$1,527.97 \$21.83
4	\$37,871.28 \$1,451.62 \$20.74	\$38,611.94 \$1,480.01 \$21.14	\$39,404.08 \$1,510.37 \$21.58	\$40,169.93 \$1,539.73 \$22.00	\$40,987.25 \$1,571.05 \$22.44	\$41,804.30 \$1,602.37 \$22.89
5	\$40,118.72 \$1,537.76 \$21.97	\$40,910.31 \$1,568.11 \$22.40	\$41,727.36 \$1,599.42 \$22.85	\$42,570.42 \$1,631.74 \$23.31	\$43,412.66 \$1,664.02 \$23.77	\$44,281.19 \$1,697.31 \$24.25
6	\$42,825.61 \$1,641.52 \$23.45	\$43,693.87 \$1,674.80 \$23.93	\$44,562.12 \$1,708.08 \$24.40	\$45,455.84 \$1,742.34 \$24.89	\$46,375.29 \$1,777.58 \$25.39	\$47,294.48 \$1,812.81 \$25.90
7	\$46,043.16 \$1,764.85 \$25.21	\$46,962.62 \$1,800.09 \$25.72	\$47,907.54 \$1,836.31 \$26.23	\$48,852.46 \$1,872.53 \$26.75	\$49,848.58 \$1,910.71 \$27.30	\$50,844.43 \$1,948.88 \$27.84
8	\$49,720.16 \$1,905.79 \$27.23	\$50,716.84 \$1,943.99 \$27.77	\$51,738.15 \$1,983.14 \$28.33	\$52,759.46 \$2,022.29 \$28.89	\$53,832.25 \$2,063.41 \$29.48	\$54,904.49 \$2,104.51 \$30.06
9	\$53,908.64 \$2,066.34 \$29.52	\$54,981.16 \$2,107.45 \$30.11	\$56,079.42 \$2,149.54 \$30.71	\$57,190.68 \$2,192.14 \$31.32	\$58,326.85 \$2,235.69 \$31.94	\$59,501.50 \$2,280.71 \$32.58
10	\$58,556.30 \$2,244.48 \$32.06	\$59,705.49 \$2,288.53 \$32.69	\$60,905.87 \$2,334.54 \$33.35	\$62,131.72 \$2,381.53 \$34.02	\$63,357.57 \$2,428.52 \$34.69	\$64,634.35 \$2,477.46 \$35.39
11	\$63,663.97 \$2,440.26 \$34.86	\$64,940.75 \$2,489.20 \$35.56	\$66,243.26 \$2,539.13 \$36.27	\$67,571.25 \$2,590.03 \$37.00	\$68,924.69 \$2,641.91 \$37.74	\$70,303.60 \$2,694.76 \$38.50
12	\$69,298.62	\$70,684.72	\$72,098.51	\$73,540.52	\$75,011.32	\$76,511.46

	\$2,656.24	\$2,709.37	\$2,763.56	\$2,818.83	\$2,875.21	\$2,932.71
	\$37.95	\$38.71	\$39.48	\$40.27	\$41.07	\$41.90
13	\$75,431.75	\$76,940.19	\$78,479.08	\$80,048.68	\$81,649.57	\$83,282.56
	\$2,891.32	\$2,949.14	\$3,008.13	\$3,068.29	\$3,129.66	\$3,192.25
	\$41.30	\$42.13	\$42.97	\$43.83	\$44.71	\$45.60

## SCHEDULE A2

### FOOD SERVICES

Effective first day of pay period which includes  
April 1, 2010

	<u>1</u>	<u>2</u>	<u>3</u>
Lead Cook	\$43,487.48	\$44,574.50	\$45,661.80
	\$1,666.89	\$1,708.56	\$1,750.23
	\$20.84	\$21.36	\$21.88
Cook	\$37,879.64	\$39,982.69	\$42,085.73
	\$1,451.94	\$1,532.55	\$1,613.16
	\$18.15	\$19.16	\$20.16
Food Services Worker	\$35,047.36	\$36,563.99	\$38,080.34
	\$1,343.38	\$1,401.51	\$1,459.63
	\$16.79	\$17.52	\$18.25
Casual/Student Food Services Worker			\$12.59



**SCHEDULE A1**  
**MGEU Wage Rates**  
Effective the first day of the Pay Period that includes  
**April 1, 2011**

GRADE	1	2	3	4	5	6
0	\$34,609.65 \$1,326.60 \$18.95	\$35,291.61 \$1,352.74 \$19.32	\$36,000.31 \$1,379.90 \$19.71	\$36,734.89 \$1,408.06 \$20.12	\$37,469.75 \$1,436.23 \$20.52	\$38,204.61 \$1,464.40 \$20.92
1	\$34,950.91 \$1,339.68 \$19.14	\$35,632.88 \$1,365.82 \$19.51	\$36,341.58 \$1,392.98 \$19.90	\$37,076.16 \$1,421.14 \$20.30	\$37,810.74 \$1,449.30 \$20.70	\$38,571.76 \$1,478.47 \$21.12
2	\$35,764.27 \$1,370.86 \$19.58	\$36,472.68 \$1,398.01 \$19.97	\$37,207.54 \$1,426.18 \$20.37	\$37,968.29 \$1,455.34 \$20.79	\$38,729.31 \$1,484.51 \$21.21	\$39,490.06 \$1,513.67 \$21.62
3	\$37,076.16 \$1,421.14 \$20.30	\$37,827.80 \$1,449.95 \$20.71	\$38,597.93 \$1,479.47 \$21.14	\$39,359.24 \$1,508.65 \$21.55	\$40,146.43 \$1,538.83 \$21.98	\$40,959.50 \$1,569.99 \$22.43
4	\$38,912.74 \$1,491.54 \$21.31	\$39,673.77 \$1,520.71 \$21.72	\$40,487.69 \$1,551.91 \$22.17	\$41,274.60 \$1,582.07 \$22.60	\$42,114.40 \$1,614.26 \$23.06	\$42,953.92 \$1,646.44 \$23.52
5	\$41,221.99 \$1,580.05 \$22.57	\$42,035.34 \$1,611.23 \$23.02	\$42,874.86 \$1,643.41 \$23.48	\$43,741.11 \$1,676.61 \$23.95	\$44,606.51 \$1,709.78 \$24.43	\$45,498.92 \$1,743.99 \$24.91
6	\$44,003.32 \$1,686.66 \$24.10	\$44,895.45 \$1,720.86 \$24.58	\$45,787.58 \$1,755.05 \$25.07	\$46,705.87 \$1,790.25 \$25.58	\$47,650.62 \$1,826.46 \$26.09	\$48,595.07 \$1,862.67 \$26.61
7	\$47,309.35 \$1,813.38 \$25.91	\$48,254.09 \$1,849.60 \$26.42	\$49,225.00 \$1,886.81 \$26.95	\$50,195.90 \$1,924.03 \$27.49	\$51,219.42 \$1,963.26 \$28.05	\$52,242.65 \$2,002.48 \$28.61
8	\$51,087.46 \$1,958.20 \$27.97	\$52,111.55 \$1,997.45 \$28.54	\$53,160.95 \$2,037.68 \$29.11	\$54,210.35 \$2,077.90 \$29.68	\$55,312.64 \$2,120.15 \$30.29	\$56,414.37 \$2,162.38 \$30.89
9	\$55,391.13 \$2,123.16 \$30.33	\$56,493.14 \$2,165.40 \$30.93	\$57,621.60 \$2,208.65 \$31.55	\$58,763.42 \$2,252.42 \$32.18	\$59,930.84 \$2,297.17 \$32.82	\$61,137.79 \$2,343.43 \$33.48
10	\$60,166.60 \$2,306.21 \$32.95	\$61,347.39 \$2,351.47 \$33.59	\$62,580.78 \$2,398.74 \$34.27	\$63,840.35 \$2,447.02 \$34.96	\$65,099.91 \$2,495.30 \$35.65	\$66,411.80 \$2,545.59 \$36.37
11	\$65,414.73 \$2,507.37 \$35.82	\$66,726.62 \$2,557.65 \$36.54	\$68,064.95 \$2,608.95 \$37.27	\$69,429.46 \$2,661.25 \$38.02	\$70,820.12 \$2,714.56 \$38.78	\$72,236.95 \$2,768.87 \$39.56
12	\$71,204.33 \$2,729.29 \$38.99	\$72,628.55 \$2,783.88 \$39.77	\$74,081.22 \$2,839.56 \$40.57	\$75,562.89 \$2,896.35 \$41.38	\$77,074.13 \$2,954.28 \$42.20	\$78,615.52 \$3,013.36 \$43.05

13	\$77,506.12	\$79,056.04	\$80,637.25	\$82,250.02	\$83,894.93	\$85,572.83
	\$2,970.84	\$3,030.24	\$3,090.85	\$3,152.67	\$3,215.72	\$3,280.03
	\$42.44	\$43.29	\$44.16	\$45.04	\$45.94	\$46.86

SCHEDULE A2

FOOD SERVICES

Effective first day of pay period which includes  
April 1, 2011

	<u>1</u>	<u>2</u>	<u>3</u>
Lead Cook	\$44,683.39 \$1,712.73 \$21.41	\$45,800.29 \$1,755.54 \$21.94	\$46,917.50 \$1,798.36 \$22.48
Cook	\$38,921.33 \$1,491.87 \$18.65	\$41,082.21 \$1,574.69 \$19.68	\$43,243.09 \$1,657.52 \$20.72
Food Services Worker	\$36,011.16 \$1,380.32 \$17.25	\$37,569.50 \$1,440.05 \$18.00	\$39,127.55 \$1,499.77 \$18.75
Casual/Student Food Services Worker			\$12.94

## SCHEDULE OF EXCLUSIONS

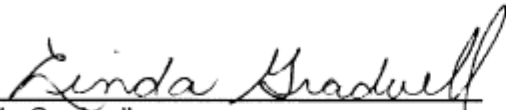
Accountant  
Accounting Assistant  
Administrative Assistant to the Director, President's Office  
Alumni Relations Officer  
Campaign Officer  
Communications Officer  
Coordinator, Research Services  
Development Officer  
Director, Ancillary Enterprises  
Director, Financial & Registration Services  
Director, Human Resources  
Director, Information Technology Services  
Director, Institutional Advancement  
Director, Office of the President  
Director, Physical Plant  
Director, Residence Halls Programs  
Executive Assistant to the President  
Executive Assistant to the Vice-President (Academic & Research)  
Executive Officer to the Vice-President (Administrative & Finance)  
Financial & Administrative Officer  
Human Resources Clerk  
Human Resources Officer  
Manager, Bookstore  
Manager, Food Services  
Office Manager, Financial and Registration Services  
Payroll Officer  
Project Manager, Physical Plant  
Purchasing Officer  
Senior Development Officer  
Supervisor, Physical Plant  
University Health & Safety Officer

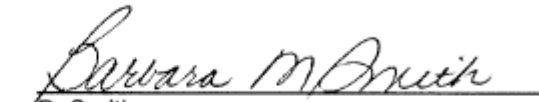
M.G.E.U. Negotiators:

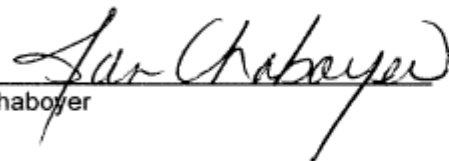
Board Negotiators:

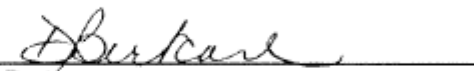
  
G. Ewen (Spokesperson)

  
S. Lamont (Spokesperson)

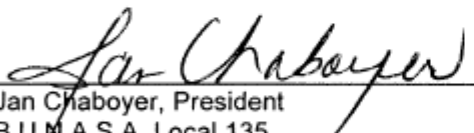
  
L. Gradwell

  
B. Smith


  
J. Chaboyer

  
D. Berkan

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS FOR AND ON BEHALF OF THE BRANDON UNIVERSITY AND THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION (M.G.E.U.) REPRESENTING THE BRANDON UNIVERSITY NON-ACADEMIC STAFF ASSOCIATION (B.U.N.A.S.A.) LOCAL 135.

  
Jan Chaboyer, President  
B.U.N.A.S.A. Local 135

  
R. Lonstrup, Chair  
Board of Governors  
Brandon University

  
Louis R. Visentin  
President  
Brandon University

**MEMORANDUM OF AGREEMENT #1** is attached to and forms part of the current Collective Agreement between:

**BRANDON UNIVERSITY**

- and -

**THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION  
(Brandon University Non-Academic Staff Association Local 135)**

Subject to agreement of the other bargaining agents on campus, the parties hereto agree to continue the BENEFITS COMMITTEE as follows below. The Committee's jurisdiction shall be to examine existing Benefit Plans and the feasibility of Benefit Plans not in existence at the present time, and to recommend changes to existing Plans and the establishment of any new Plans.

1. A Benefits Committee shall consist of one (1) member from each Bargaining Agent's(union's) Local at the University, who are covered by the Plan, with equal, but not greater representation from University management.
2. The Committee shall meet as regularly as orders of business dictate.
3. The Committee may recommend changes to existing plans and the establishment of anynew plans. Any such recommendations shall be by majority determination of the Committee members present at a duly constituted meeting of the Committee following consultation with their employee unit.
4. Nothing in this Memorandum forbids a union local committee member from asking her Union Staff Representative to attend a meeting with her. Such representative may participate in all discussions.

SIGNED THIS 24<sup>th</sup> DAY OF JUNE, 2009.

FOR THE UNIVERSITY:

Scott G. Johnson  
James M. Brunt  
Obertus

FOR THE UNION:

Ray Euse  
Jan Chabayo  
Linda Gradwell