

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BRANDON UNIVERSITY**

**- AND -**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL #987 (A)**

**April 1, 2012 - March 31, 2016**

THIS AGREEMENT entered into this 10<sup>th</sup> day of October, 2012,

BETWEEN:

**BRANDON UNIVERSITY**

(Hereinafter called the "University")

OF THE FIRST PART,

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #987 (A)**

(Hereinafter called the "Union")

OF THE SECOND PART

**April 1, 2012 to March 31, 2016**

## INDEX PAGE

CLAUSE	DESCRIPTION	PAGE
1	Object .....	4
2	Definition.....	4
3	Scope of Recognition.....	4
4	Jurisdiction.....	5
5	Representatives, Committees, Meetings .....	5
6	Union Dues .....	5
7	Working Hours and Shifts .....	6
8	Examinations .....	7
9	Statutory Holidays.....	7
10	Overtime .....	7
11	Meals .....	8
12	Annual Vacations/Personal Days with Pay.....	8
13	Probation, Seniority and Promotions .....	10
14	Leave of Absence and Compassionate Leave .....	11
15	Grievance Procedure and Arbitration .....	12
16	Labour/Management Relations Committee .....	14
17	Description of Duties.....	15
18	Notice.....	15
19	University's Rights .....	15
20	Sick Leave, Pension, and Group Benefits .....	16
21	Layoff and Recall .....	17
22	Remission of Tuition Fees .....	17
23	Use of University Premises.....	18
24	Period of Agreement.....	18
25	Contracting Out.....	18
26	Technological Change .....	18
27	Criminal & Civil Liability .....	20
28	Worker's Compensation and Manitoba Public Insurance .....	20
29	Discipline and Dismissal .....	20
30	Maternity/Adoption/Parental Leave and Maternity Leave Allowance .....	21
	Schedule "A" Salary Rates .....	24
	Letter of Understanding #1 .....	25
	Letter of Understanding #2 .....	26

## **CLAUSE 1 OBJECT**

- 1.1 The objects of this Collective Agreement are to promote co-operation and harmony between University and employees and to facilitate the peaceful adjustment of all disputes and grievances to prevent strikes, lockouts, waste, avoidable expenses and unnecessary delays.
- 1.2 The mutual interest of the University and its employees is hereby recognized and all parties to this Collective Agreement are pledged to assist in the operation of the departments of the University under methods that will promote safety and efficiency.  
**(2012)**

## **CLAUSE 2 DEFINITION**

- 2.1 The term "Engineers" or "Employee", wherever used in this Collective Agreement, shall apply to all of the employees of the University for whom the Union is the certified bargaining agent.
- 2.2 For the purpose of this Collective Agreement, the term "layoff" shall mean that an employee has been temporarily removed from the payroll subject to recall.
- 2.3 "Director" means the Director of Physical Plant or his designee, or such person as the University so designates.
- 2.4 Where the context so requires, feminine and masculine genders, and singular and plural numbers shall be considered interchangeable.
- 2.5 "Common-law Spouse" is a person publicly represented by an employee as the spouse of that employee
  - a) where either of the persons is prevented by law from marrying the other, for a period of not less than three years, or
  - b) where neither of them is prevented by law from marrying the other, for a period of not less than one year, and
  - c) where the employee has on file in the Human Resources a declaration of same.

Where spouse is used throughout this agreement it shall include common-law spouse.

## **CLAUSE 3 SCOPE OF RECOGNITION**

- 3.1 This Collective Agreement shall apply to those employees of the University who are within the bargaining unit defined in the certification order No. MLB 5524 and who are employed in the classifications set forth in Schedule "A" attached and inclusive of the Collective Agreement.
  - 3.1.1 New classifications created during the term of this Agreement and coming within the scope of the bargaining unit as defined, shall be added to Schedule "A".
  - 3.1.2 Classifications existing in this Agreement may be added to or deleted from the bargaining unit by agreement between the University and the Union.
- 3.2 No employee shall be required to make an agreement with the University which conflicts with this Agreement.

## **CLAUSE 4 JURISDICTION**

- 4.1 Subject to the supervision and direction of the Chief Engineer or his designee, the engineer shall, at all times, have full charge of the operation and maintenance of all boilers and all mechanical and electrical equipment in the boiler room.
- 4.1.1 Subject to Clause 4.1, all employees shall be subject to the supervision of the Director.
- 4.2 Supervisors or other persons whose positions are excluded from this Agreement shall not perform work of the bargaining unit, except for instructional purposes or in emergent situations.
- 4.3 Power engineers are to perform such other duties requiring knowledge or skill from time to time in accordance with their trade as may be required of them, but not work for which unskilled labour is usually employed.

## **CLAUSE 5 REPRESENTATIVES, COMMITTEES, MEETINGS**

- 5.1 The Union shall keep the University informed at all times as to the names of its officers and members who may be appointed or elected from time to time to any executive, grievance or negotiating committee, or to the position of a steward.
- 5.2 Where it is necessary for any employee to leave his work site to perform his Union duties, he shall do so after receiving the approval of the Director. Such approval shall be granted, with no loss of pay to the employee, if there is no additional expense to the University and it is not detrimental to the safety and efficiency of the operations.
- 5.3 With the prior approval of the Director, a steward acting on behalf of the Union in endeavoring to process a grievance or solve a problem with management may do so within working hours. Such approval shall be granted if it is not unduly detrimental to the safety and efficiency of the operations.
- 5.4 When meeting with the University, the number of employees attending as representatives of the Union who are entitled to receive their usual remuneration from the University shall be as follows:
  - 5.4.1 In the case of a grievance, including arbitration, a maximum of two (2) representatives and any other employees with the approval of the Director.
  - 5.4.2 In the case of negotiation, including meetings with a conciliation board or an appointed mediator, a maximum of two (2) representatives.
  - 5.4.3 In the case of mutually agreed joint meetings of representatives of the Union and the University to discuss matters relating to the administration, application and interpretation of this Agreement, a maximum of two (2) representatives.
  - 5.4.4 In any of the above cases where it is necessary for another member of the unit to work in place of any such representative, such replacement shall be paid at straight time and no overtime as set forth in Clause 10 shall be paid.

## **CLAUSE 6 UNION DUES**

- 6.1 The University will deduct from the wages of each employee in the unit affected by the Collective Agreement the amount of the regular monthly membership dues and initiation fees payable by a member of the Union, and such other assessments as the Union may direct in writing.
  - 6.1.1 The University will remit to the Union monthly the amounts deducted under Clause 6.1.

- 6.1.2 The University will inform the Union monthly of the names of the employees from whose wages deductions have been made and the amounts so deducted from the employees' wages.
- 6.2 The University agrees to include the amount of union dues deducted from each employee during the relevant taxation year on the income tax T-4 slips.

## **CLAUSE 7 WORKING HOURS AND SHIFTS**

- 7.1 The regular working hours for maintenance engineers, carpenters, painters, plumbers and electricians shall be five (5) consecutive days, Monday to Friday (8:00 a.m. to 4:30 p.m.), exclusive of a one (1) hour lunch period between the hours of 12:00 Noon and 1:00 p.m. The hours of work shall be on the basis of thirty-seven and one-half (37 1/2) hours per week. There shall be two (2) twenty (20) minute rest periods during each seven and one-half (7 ½) hour period of work.
- 7.1.1 The foregoing, however, shall not prevent trial and implementation of changes in the hours of work, if mutually agreed between the Union and the University.
- 7.1.2 The University shall prepare, maintain and post up-to-date schedules regarding assignments for standby and guarded status checks.
- 7.1.3 Weekend and holiday guarded status checks, if required, will be provided by a qualified power engineer. Overtime, as required, will be per Clause 10, with each weekend and holiday guarded status check considered two (2) hours (at overtime rates).
- 7.1.4 Subject to the University being notified in advance, and provided that overtime costs do not result for the University, employees shall be permitted to interchange standby duties except for those duties which impact on guarded status checks. In these cases, only qualified employees will be permitted to interchange standby duties.
- 7.2 The University agrees to pay the employees covered by this Agreement every two (2) weeks. It is agreed that the wage rates for employees will be paid in accordance with the attached Schedule "A".
- 7.2.1 The University will add to the hourly rate of pay, for any licensed trade classification, an additional twenty-five cents (\$0.25) per hour when the University requires, and the incumbent possesses, the second trade qualification. Effective April 1, 2013, this premium shall increase to twenty-six (26) cents (\$0.26) and effective April 1, 2014, this premium shall increase to twenty-seven (27) cents (\$0.27), and effective April 1, 2015, this premium shall remain twenty-seven (27) cents (\$0.27).The increase will be effective as of the first day of the pay period that follows the date that the ticket is effective. (2012)
- 7.2.2 Upon presentation of the receipt, the University will reimburse the cost of and/or renewal of the Manitoba Department of Labour second trade license to anyone who occupies a trade position for which the University requires the second trade.
- 7.3 Any employee who works on a Saturday or Sunday shall receive a shift premium of sixty-four cents (\$0.64) per hour above his regular rate of pay for all hours worked effective the date of signing this agreement. Effective April 1, 2013, this premium shall increase to sixty-five (65) cents and effective April 1, 2014, this premium shall increase to sixty-seven (67) cents, and effective April 1, 2015, this premium shall increase to sixty-nine (69) cents.This premium is not applicable to employees on standby or when overtime rates apply. (2012)

- 7.3.1 When an employee works between the hours of 4:00 p.m. and 8:00 a.m., effective the date of signing this agreement, he will receive a shift premium of one dollar and four cents (\$1.04) per hour for all hours worked. Effective April 1, 2013, this premium shall increase to one dollar and five cents (\$1.05) and effective April 1, 2014, this premium shall increase to one dollar and eight cents (\$1.08), and effective April 1, 2015, this premium shall increase to one dollar and eleven cents (\$1.11). Shift premium will not apply to employees whose shift ends at 4:30 p.m. and to employees on standby or when overtime rates apply. (2012)
- 7.4 Stand-By refers to any period of time during which an employee is required to be available by telephone or cell phone contact.
- 7.4.1 Employees on stand-by shall be paid one and one-half (1 1/2) hours basic pay for each calendar day. An employee may, if the Director agrees, elect to bank hours earned while on stand-by in accordance with Clause 10.3.(2012)
- 7.4.2 Power engineers and other qualified maintenance personnel will assume stand-by coverage on a rotational basis for a period of one (1) week (7 days). The University will exclude individual employees from the stand-by rotation at their request provided that stand-by is adequately covered.
- 7.4.3 Employees who are called back while on stand-by, shall be paid as per Article 10.2.1.

#### **CLAUSE 8 EXAMINATIONS**

- 8.1 Employees writing examinations for any class of certificates or trade licences approved by the Director shall be paid for time required by the applicable governing body. Not more than one (1) employee covered by this Agreement may be absent at any time for the purpose of writing examinations. (2012)
- 8.2 The University shall reimburse employees for the full cost of the renewal of journeyman licenses or power engineer's licenses required by the University upon presentation of a valid receipt. (2012)

#### **CLAUSE 9 STATUTORY HOLIDAYS**

- 9.1 For the purpose of this Agreement, statutory holidays shall mean: New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day proclaimed as a statutory holiday by the National or Provincial governments.
- 9.2 When any of the above holidays fall on a Saturday or Sunday, the University shall designate another working day to be observed as a holiday in lieu thereof.

#### **CLAUSE 10 OVERTIME**

- 10.1 All overtime worked (hours in excess of those outlined in Clause 7), which is paid by the University must be authorized by the Director. Except in emergency situations, such overtime must be authorized in advance.
- 10.2 All time worked in excess of the hours of work as outlined in Clause 7 on any day of work shall be paid for at the rate of double time (2X) the regular pay, except as hereinafter provided.
- 10.2.1 Any employee called back to duty shall be paid for all overtime worked at overtime rates set forth in Clause 10.2, with a minimum pay for any callback to the equivalent of two (2) hours pay at double time (2X).

- 10.2.2 A callback shall be defined as any call back to work received by an employee during the period between any completion of work and subsequent starting time.
- 10.2.3 An employee who works on a statutory holiday as outlined in Clause 9, shall be paid double (2X) the regular rate of pay in addition to his regular earnings for the day.
- 10.2.4 An employee who works more than eight (8) hours of overtime in a twenty-four (24) hour period, will receive triple times (3X) the regular rate of pay for all overtime in excess of four (4) hours.
- 10.3 When an employee works overtime, he may, if the Director agrees, elect to receive time off instead of payment. Such time off shall be equivalent in hours to the pay for such overtime. The employee shall make his election at the time of completing his overtime claim sheet.
- 10.4 Where circumstances permit, when an employee requests an exchange of work for time off, or time off for work, such an exchange shall be at a mutually agreed time on a rate of pay basis. Arrangements for such time off shall be confirmed within thirty (30) calendar days.
- 10.5 An employee who works on his day of rest which is also a statutory holiday, shall be paid under the provisions of 10.2 and 10.2.3.

#### **CLAUSE 11 MEALS**

- 11.1 An employee who works three (3) hours or more unscheduled overtime at the conclusion of a shift worked on a regular working day, shall be entitled at the beginning of the first three (3) hour and each subsequent four (4) hour overtime period to have a hot meal, if readily available, provided to him by the University, or fifteen dollars (\$15.00) to cover the cost of such a meal.

#### **CLAUSE 12 ANNUAL VACATIONS/PERSONAL DAYS WITH PAY**

- 12.1 For the purpose of determining annual vacations/personal days with pay, years of service for paid employees shall be determined as per Clause 13, but an employee shall lose his years of service if he loses his seniority.
- 12.2 An employee who wishes to take a regularly scheduled work day or part day off for reasons other than for those provided in other clauses of the Collective Agreement (e.g. compassionate leave) shall take the day as a personal day.
- 12.3 A regular full-time employee who has completed one (1) year's accumulated service with the University prior to June 30th of each year, shall be entitled to three (3) weeks' time off with pay for personal days/vacation. Personal days/vacation hereinafter shall be referred to as vacation.
- 12.3.1 A regular full-time employee who has completed two (2) years' accumulated service with the University prior to June 30th of each year, shall be entitled to four (4) weeks' vacation with pay.
- 12.3.2 A regular full-time employee who has completed nine (9) years' accumulated service with the University prior to June 30th of each year, shall be entitled to five (5) weeks' vacation with pay.
- 12.3.3 A regular full-time employee who has completed nineteen (19) years' accumulated service with the University prior to June 30th of each year, shall be entitled to six (6) weeks' vacation with pay.



- 12.3.4 All regular employees shall be entitled to an additional two (2) days paid leave to be designated by Human Resources and used during the Christmas to New Year's period. Such days are only available to regular employees of record as at the designated period. (2012)
- 12.3.5 An employee hired for a term of less than one (1) year shall receive vacation pay calculated as a percentage of regular hours worked as described in Clause 12.5. (2012)
- 12.4 Regular full-time employees who have not completed twelve (12) months' continuous service with the University at June 30th of any year, shall be entitled to one and one-quarter (1 1/4) day's vacation with pay for each complete month of continuous service, plus the portion of the monthly vacation entitlement for any part of a month. The entitlement in this clause shall not exceed a maximum of three (3) weeks' vacation with pay. (2012)
- 12.5 An employee who terminates his employment or whose employment is terminated for any reason, is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of regular hours worked. Vacation and partial vacation pay will be calculated as follows:
- a) For employees whose level of vacation entitlement is three (3) weeks' vacation, six percent (6%) of hours worked,
  - b) For employees whose level of vacation entitlement is four (4) weeks' vacation, eight percent (8%) of hours worked,
  - c) For employees whose level of vacation entitlement is five (5) weeks' vacation, ten percent (10%) of hours worked,
  - d) For employees whose level of vacation entitlement is six (6) weeks' vacation, twelve percent (12%) of hours worked.
- 12.6 The University will post, not later than May 1st of each year, a list, by seniority sequence, of vacation entitlements. Up to and including May 15th, the employees will be given an opportunity to indicate their preference of vacation time. The University will post an approved vacation schedule not later than June 1st and such vacation schedule shall not be changed unless mutually agreed between the employee and the University. Where vacation requests conflict, preference shall be given on a rotation basis and not on the basis of seniority.
- 12.7 Subject to the approval of the University, up to two (2) weeks of vacation may be taken in advance, provided it has been earned or up to one (1) week of vacation may be carried over from the normal vacation year to the next vacation year.
- 12.8 The whole of the vacation year will be available for all employees subject to minimum staffing requirements as determined by the University.
- 12.9 Long-term regular employees of record as at 1 April 1993 shall be granted an additional week's vacation as an anniversary week, upon completing their fifteenth (15th) year of employment and so on, each five (5) years.
- 12.10 In the event that an employee is hospitalized, or bed-ridden for three (3) or more days during his vacation, sick leave may be substituted for vacation leave. The employee must provide a medical certificate attesting to the fact that the hospitalization or bed rest was necessary and indicating the time period involved. In the event that the employee is involved in an accident as a result of working an outside paid job, he will not be entitled to substitute sick leave for vacation leave.
- 12.11 Part-time employees shall receive annual vacations with pay on a pro-rated basis.

## **CLAUSE 13 PROBATION, SENIORITY AND PROMOTIONS**

- 13.1 A new employee will be considered on probation until he has accumulated three (3) months' service for the University. In the instance of employees working less than full-time, this period will not extend past six (6) calendar months. Where the Director finds that there is reasonable doubt concerning any employee's suitability by the end of the probation period, he may decide to renew or extend the probation period. The employee and the Union will be notified in writing of this renewal or extension, stating the area of concern. An employee who is found to be unsuitable for a position during a probationary period will be released.
- 13.2 An employee's service and seniority will begin with his first day of employment and shall be the cumulative amount of time which the employee has worked for the University. All seniority shall be stated in equivalent of years of service to two (2) decimal places (i.e. 6.18 years, 11.23 years, etc.). A year of service for an employee working thirty-seven and one-half (37 1/2) regular hours per week shall be 1950. No employee may, by reason of working extra hours, receive credit for more than one (1) year of service during a one (1) year period.
- 13.3 An employee who is hired for a single limited term of employment of less than twelve (12) months will not be subject to seniority or service provisions. Such an employee will acquire seniority and service rights retroactively if, during his employment, he is accepted into a position of an on-going nature.
- 13.4 Employees who leave a position within the scope of the bargaining unit, but who continue to be employees of the University, shall retain seniority as at their time of leaving the bargaining unit should they return to a position within the bargaining unit.
- 13.5 An employee shall lose all seniority if he:
- a) voluntarily quits the employ of the University;
  - b) is discharged;
  - c) has been laid off for more than twenty-four (24) consecutive months;
  - d) following a lay-off, fails to advise the University within five (5) days of receipt of notice sent by registered mail to return to work, of his intention to return, or fails to report for work on the date and at the time specified in the said notice. It shall be the duty of the employee to notify the University promptly of any change of address. If an employee should fail to do so the University will not be responsible for failure of such notice to reach the employee.
- 13.6 The University shall prepare in the month of May of each year, a seniority list of the employees which shall show the name, years of service, classification and department. This list shall be based on all regular hours worked up to March 31st. A copy of this list and home addresses will be supplied to the Union. The list shall remain open for a period of thirty (30) days from date of posting for corrections. On presentation of proof of error by an employee or the Union within thirty (30) days, a correction shall be made immediately and the correction shall be shown on any subsequent list.
- 13.7 Providing an employee has the ability to perform the normal requirements of the job after an appropriate training and trial period, seniority, qualifications, and ability shall be the governing factors in matters of promotion, demotion, lay-off, recall after lay-off, awarding of a new position or vacated position, or relieving another employee in a higher paid classification.
- 13.8 The University shall post notice of regular and term positions being recruited for a minimum of five (5) working days before they are filled. No outside media advertisement shall appear prior to the job being posted on the University notice boards.

## CLAUSE 14 LEAVE OF ABSENCE AND COMPASSIONATE LEAVE

- 14.1 The University may grant leaves of absence without pay. Employees wishing to be considered for such leaves are required to consult Human Resources prior to putting the request in writing in order to get information regarding implications on seniority, benefits, etc. Leaves will not affect seniority and superannuation rights accrued prior to the leave. (2012)
- 14.2 On receiving the leave of absence, an employee must prepay necessary monthly deductions for staff benefit premiums, subject to the provisions of the benefit plans, and union dues. No leave of absence shall be granted for the taking of other employment and, if an employee is found to have taken other employment during a leave of absence, he may be released at the University's sole discretion.
- 14.3 If circumstances permit, upon application therefore, the University may grant leave without pay to employees who are elected as representatives to attend Union meetings, Union conventions and Arbitration or Labour Board proceedings in order that they may carry out their duties on behalf of the Union. Such permission will not be unreasonably withheld.
- 14.4 In order for the University to replace the employee with a competent substitute, it is agreed that before the employee receives the leave of absence as set forth in Clause 14.3 above, the employee shall give the University, at least five (5) days prior to leaving, a notice in writing, which shall set out the name and qualifications of a proposed substitute. The University shall have the right to change the substitute or demand an alternative substitute. Any such substitute shall not be paid any overtime for hours worked as such substitute.
- 14.5 All full-time employees shall be granted leave with pay in the event of the death of a member of their immediate family (defined as spouse, common-law spouse, child, father, mother, grandfather, grandmother, grandchild, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law). The period of such leave will be determined by the Director and shall not exceed one (1) week on any one occasion. Any time over and above the said one (1) week shall be charged against earned annual vacation, earned banked overtime, or be permitted only in accordance with Clause 14.1. An employee who is entitled to compassionate leave, as listed in this Clause, during vacation leave, shall receive vacation credits equal to the number of days of compassionate leave granted. (2012)
- 14.5.1 Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pall bearer.
- 14.6 A full-time employee who is required to be absent to care for a member of his 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 (1) fiscal year (Care-for-leave). Any time over and above shall be charged against earned annual vacation, earned banked overtime or be without pay. The period of such leave will be mutually determined by the employee and the Director. The use of Care-for-Leave in accordance with clause 14.6 shall be charged against an employee's Care-for-Leave, earned annual vacation, or earned banked overtime to the nearest minute. (2012)
- 14.7.1 An employee served with a document requiring him to appear as a witness during Court proceedings or to serve jury duty shall be paid the difference between his regular full salary during such leave and any sum paid to the employee for such jury or witness duty.

- 14.7.2 The University may require the employee to furnish the document which requires him to appear as a witness or summons requiring him to appear for jury duty before making any payment under this Clause.
- 14.7.3 The employee will be required to work any portion of his scheduled shift that he is not required to attend Court proceedings, subject to loss of pay for non-attendance.
- 14.8 An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of a child. At his option such leave shall be granted on the day of or the day after the adoption.
- 14.9 A 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 on the day of or the day following the birth of his child, or the day of his spouse's admission to or discharge from the hospital.
- 14.10 An employee on education leave of absence shall continue to accrue seniority up to a maximum of one (1) year while on such leave.

#### **CLAUSE 15 GRIEVANCE PROCEDURE AND ARBITRATION**

- 15.1 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.
- 15.2 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.
- 15.3 "Day(s)" means working day(s).
- 15.4 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 defined in Article 15.2(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.
- 15.5 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 Business Manager and in either case shall be within twenty (20) working days from the date either party became aware of the act giving rise to the grievance.
- 15.6 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. Such notice shall be given within ten (10) working days of the grievance initiation. Should the other party fail to give such written notice within ten (10) working days, such grievance shall not be deemed to be invalid or defeated for such reason. Time limits as established shall be mandatory but time limits as established may be extended by mutual agreement between the parties to this Agreement.

- 15.7 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 his Steward present at such a discussion or any of the steps of the Grievance Procedure. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 15.8 A grievance arising from the demotion, suspension or dismissal of an employee shall be initially presented at Step Two of the Grievance Procedure.
- 15.9 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 Director.
- (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.
- 15.10 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.
- 15.11 If the reply at Step Two is not satisfactory, the grievance may be presented to Arbitration.
- 15.12 An employee or the Union may present an objection in writing respecting the application of a written policy of the 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 the Director of Human Resources' 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.

#### Arbitration Procedure

- 15.13 No matter may be submitted to arbitration until the applicable steps of the Grievance Procedure have been exhausted.
- 15.14 Either party, within ten (10) working days of receipt of a final decision by the other party, may give notice of its intention to submit the dispute to arbitration. Where the parties agree, the matter shall be presented to a single Arbitrator. Where the parties do not agree, the matter shall be presented to an Arbitration Board. Such notice shall include the name of that party's choice of Arbitrator or appointee to the Arbitration Board.
- 15.15 The party receiving such notice shall, within fourteen (14) working days, notify the other party of its choice of Arbitrator appointee to the Arbitration Board.
- 15.16 The two (2) appointees to the Arbitration Board so selected shall, within ten (10) working days, meet and name the third (3rd) member who shall be the Chair of the Board.

- 15.17 In the event that either Party fails to name an appointee, or if the two (2) appointees fail to agree upon a chair within the applicable time limits, then, at the request of either Party, the appointment shall be made by the Minister of Labour.
- 15.18 Where the matter is submitted to the Arbitration Board/Arbitrator, the Arbitration Board/Arbitrator shall, as soon as reasonably possible, commence hearings of the matter being submitted to the Board, and shall hear evidence and argument submitted by or on behalf of the Parties relevant to the matter submitted.
- 15.19 The Chair and one other member are a quorum for an Arbitration Board; but, in the absence of a member, the other member shall not proceed unless the absent member has been given reasonable notice of sitting.
- 15.20 The Arbitration Board/Arbitrator shall hear and determine the difference or allegations and shall issue a decision.
- 15.21 The Arbitration Board/Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, or amend any part of this Agreement. The decision of the majority of the Arbitration Board shall be final and binding on both parties.
- 15.22 The Arbitration Board/Arbitrator shall not have authority to, nor be empowered to make a decision in any Arbitration where the subject matter of the Arbitration is:
- a) Any request for modification of the Agreement.
  - b) Any matter not covered by the Agreement.
  - c) Any matter which by the terms of the Agreement is exclusively vested in the University.
- Any such decision shall be null and void.
- 15.23 The Chair of the Arbitration Board/Arbitrator shall submit a report on the findings and the decision as soon as reasonably possible following the completion of the hearing to:
1. The University
  2. The Griever
  3. The Union
- 15.24 Any of the time limits referred to in the Arbitration Procedure may be extended by mutual agreement of the parties hereto.
- 15.25 Each party shall bear all expenses of their appointee to the Board and shall bear equally the expenses of the Chair of the Board.

## **CLAUSE 16 LABOUR/MANAGEMENT RELATIONS COMMITTEE**

- 16.1 The University and the Union shall each appoint two (2) representatives to be members of a Labour/Management Relations Committee with the right to appoint alternatives or substitutes for their respective appointees at any time.
- 16.2 The said committee shall meet three (3) times a year at such time as the Committee may from time to time agree upon.

- 16.3 The said Committee shall have the responsibility of facilitating co-operation and participation of employees in bringing forward ways and means of improving the efficiency of the operations of the University in respect of the matters on which the employees are engaged, promoting improved mutual understanding and confidence between the University and the employees, maintaining and improving a harmonious relationship between the University and the employees and considering such items of mutual interest as safety and health.
- 16.4 The Committee shall appoint one (1) of its members as Secretary thereof whose duty it shall be to record decisions and recommendations of the Committee and to transmit copies thereof to the University and the Union for consideration.

#### **CLAUSE 17 DESCRIPTION OF DUTIES**

- 17.1 The University will, annually, provide the Union with a description of the duties and responsibilities of each classification as listed in Schedule "A".
- 17.2 The employee shall not engage in sympathy strikes.
- 17.3 The University shall provide the Union with the names of all employees hired during the preceding calendar month, their classification and starting rate of pay and the names of all employees who have terminated with the University, for whatever reason, and their classification.

#### **CLAUSE 18 NOTICE**

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

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

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

Acceptance of any less shall be at the University's discretion. (2012)

- 18.2 Employees whose employment is terminated through no fault of their own, shall be granted one (1) week's severance pay for each full year of accumulated service, plus earned vacation.
- 18.3 An employee who is dismissed for cause is not eligible for severance pay.
- 18.4 An employee who resigned voluntarily is not eligible for severance pay.
- 18.5 If termination of employment is due to death, illness or retirement, an employee hired prior to May 6, 1986 shall receive severance pay per Clause 18.4. An employee hired May 6, 1986, or subsequent to this date, shall receive severance pay per Clause 18.4 to a maximum of fifteen (15) weeks. A retiring regular employee is one who is over 55 years of age and who has at least ten (10) years, or equivalent, continuous service with the University.

#### **CLAUSE 19 UNIVERSITY'S RIGHTS**

- 19.1 Nothing in this Agreement is intended nor shall it be construed as denying or in any manner limiting the right of the University to control and supervise operations and direct all working forces. The Union and employees recognize management's responsibilities and authority to manage its affairs, provided, however, that in the exercise of these responsibilities, the University shall not contravene the provisions of this Agreement.

- 19.2 In administering this Agreement, the University shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

## **CLAUSE 20 SICK LEAVE, PENSION, AND GROUP BENEFITS PLANS**

- 20.1 Sick leave means that period of time an employee is permitted to be absent from work with pay because of an illness, injury or quarantine or scheduled medical or dental appointment.
- 20.1.1 Sick leave for employees shall be recorded in units of hours. The use of sick leave shall be charged against an employee's sick leave accumulation to the nearest minute.(2012)
- 20.1.2 For sickness, an employee, other than a casual employee, shall be allowed one-half (1/2) day for each pay period of service up to a maximum of twelve (12) days per year. When an employee commences employment before the end of the first week of a pay period, his commencement date for the purpose of this section only shall be deemed to be the first day of the pay period in which he commenced. If his 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.
- 20.1.3 Sick leave may be accumulated to a maximum of one hundred and thirty (130) days. Where an employee uses the Long Term Disability Plan and has no sick leave credits left, the University agrees to restore the sick leave entitlement the employee had when she commenced the one hundred and eighty (180) day waiting period for LTD, upon her return to work. The University also agrees to restore any sick leave used by an employee while receiving wage loss benefits from Worker's Compensation and/or the Manitoba Public Insurance, upon her return to work.
- 20.1.4 If an employee has resigned, retired or been discharged and is re-employed as a regular employee by the University, he is deemed to be a new employee under this Agreement, except where the employee was laid off for less than fifty-two (52) pay periods, in which case his sick leave entitlement after reinstatement shall be based upon his previous entitlement.
- 20.1.5 An employee who is absent from duty without prior permission shall communicate the reason for his absence to the Director, Physical Plant. If the Director, Physical Plant cannot be reached, the Supervisor, Physical Plant shall be notified. Notification shall be no later than the employee's starting time.
- 20.1.6 An employee who suffers an illness which causes him to be absent from work longer than three (3) working days, may 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 him to be absent for more than three (3) days and he does not provide a medical certificate, then the employee is to be treated as being absent without pay, provided he has been asked to provide such a certificate.
- 20.2 All eligible employees shall receive a summary of all benefits mentioned in Clause 20.5.
- 20.3 An employee receiving wage loss benefits from the Long Term Disability Plan or Workers Compensation will be deemed to be on leave of absence during that absence and will retain his seniority rights in the same manner as if he were at work, but will not continue to accumulate seniority after the first one hundred and eighty (180) calendar days of such absence.



- 20.4 No regular employee who is off work on unpaid sick leave, long term disability or Worker's Compensation will be laid off or terminated during the first year of such absence. After that one (1) year, and should the employee have not returned to work, he shall be considered to be laid off and the provisions of Clauses 21.2 and 21.3 shall apply, except, while and should he be on Worker's Compensation, he shall not be limited to the two (2) year recall provision of Clause 21.3.
- 20.5 The University Pension Plan, Group Life Insurance, Long Term Disability Plan, Extended Health Plan and Dental Plan shall apply to eligible employees.
- 20.6 The University will pay one hundred percent (100%) of a regular employee's monthly premium for group Extended Health Care and Group Life Insurance benefits.

#### **CLAUSE 21 LAYOFF AND RECALL**

- 21.1 In the event of a lay-off in the bargaining unit, employees shall be laid off in the reverse order of their seniority. An employee who is laid-off may assume the position of the most junior employee with less seniority than his in any classification for which he meets the requirements, causing the latter employee to be laid off.
- 21.2 In the event of lay-off, employees may apply for any existing vacancies within the bargaining unit and, where a vacancy exists, preference will be given to employees who have attained seniority.
- 21.3 Employees who have been laid off shall have their files maintained for two (2) years and shall be candidates for any vacancy for which he meets the requirements that may exist.
- 21.4 An employee shall receive a minimum of thirty (30) working days' written notice, or pay in lieu, of the discontinuance of his 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 his option under the terms of this Agreement.

#### **CLAUSE 22 REMISSION OF TUITION FEES**

- 22.1 In the event that a regular employee enrolls for a course(s) either at a University, Community College, trade school, correspondence school or otherwise:
- a) the University will "waive" the tuition fees for BU credit courses(s); or will reimburse the employee for the tuition fees for other course(s) upon the written approval of the Director and the Director of Human Resources; and
  - b) the University will reimburse the employee for the cost of text(s) upon successful completion of the course

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

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

### **CLAUSE 23 USE OF UNIVERSITY PREMISES**

- 23.1 The University agrees to allow the Union to hold meetings and conduct Union business at 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. The Union may also use the University notice boards.

### **CLAUSE 24 PERIOD OF AGREEMENT**

- 24.1 This Agreement shall be in full force and effect from the 1st day of April, 2012, until the 31st day of March, 2016.
- 24.2 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party, not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of termination.
- 24.3 This Agreement may be amended during its term by mutual agreement between the University and the Union.

### **CLAUSE 25 CONTRACTING OUT**

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

### **CLAUSE 26 TECHNOLOGICAL CHANGE**

- 26.1 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. 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.
- 26.2 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), giving a complete description of the change/project to be implemented, disclosing all foreseeable effects and repercussions on employees and shall identify all positions of the University which will be affected.
- 26.3 All data pertinent to the technological change(s) shall be given to the Union.
- 26.4 When the University notifies the Union of its intention to introduce a technological change(s), the parties hereto shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from the intended change(s), and on measures to protect employees from adverse affects. The University and the Union agree to bargain in good faith as to all aspects of these matters.
- 26.5 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.
- 26.6 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.
- 26.7 Technological change(s) shall not be introduced until all matters are resolved by agreement and/or Arbitration.
- 26.8 An employee, voluntarily or compulsorily reassigned or reclassified as a result of a technological change(s) shall be provided with whatever retraining he requires during his hours of work with full pay from the University and at no additional cost to the employee.
- 26.9 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.
- 26.10 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 such offer shall be at full benefits which the employee would have received at his 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.
- 26.11 When all options for affected employees have been exhausted and a lay-off(s) proves necessary, the lay-off(s) shall be in accordance with this Agreement and the employee(s) shall receive Severance Pay in accordance with this Agreement.

## **CLAUSE 27 CRIMINAL & CIVIL LIABILITY**

- 27.1 The University agrees to reimburse an employee for the legal fees necessarily incurred by that employee in retaining legal counsel for the defense of a legal action, either criminal or civil, initiated against the employee by a third party as a direct result of the performance of his assigned duties, and provided that the actions of the employee do not constitute neglect or misconduct on the part of the employee. The provisions of this Clause shall not apply in instances where the University or the University's insurer provides legal representation for the employee.
- 27.2 Only legal counsel whose practice is located within the Province of Manitoba shall be retained by an employee under Clause 27.1.

## **CLAUSE 28 WORKERS' COMPENSATION AND MANITOBA PUBLIC INSURANCE**

- 28.1 When an employee is receiving wage loss benefits from Workers' Compensation and/or Manitoba Public Insurance, he shall be paid his 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 earned sick leave entitlement. Following this, the employee will then receive the Workers' Compensation and/or Manitoba Public Insurance benefits directly and no pay from the University. The University agrees to restore the sick leave entitlement the employee had when he commenced Workers' Compensation and/or Manitoba Public Insurance, upon his return to work. (2012)

## **CLAUSE 29 DISCIPLINE AND DISMISSAL**

- 29.1 Employees shall not be suspended or dismissed except as outlined in Clause 29.2 or in accordance with Clause 13.1 without observance of the following steps:

1) Verbal Warning

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

2) Letter of Warning

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

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

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

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

### 3) Suspension

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

A suspension without pay shall normally be up to three (3) days except when an employee is suspended in accordance with Clause 29.2 in which case the suspension may be for a longer period of time.

### 4) Dismissal

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

## 29.2 Unacceptable Behavior

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

## 29.3 Employee May Grieve Discipline

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

## **Clause 30 MATERNITY/ADOPTION/PARENTAL LEAVE AND MATERNITY LEAVE ALLOWANCE**

### 30.1 Maternity/Adoption/Parental Leave

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

30.1.2 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.

30.1.3 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.

30.1.4 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.

30.1.5 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) continuous weeks.

30.1.6 During the period of maternity/adoption/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.

30.1.7 Upon return to work, a 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.

## 30.2 Maternity Leave Allowance

30.2.1 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
- ii) occupy a position on a full-time or part-time basis for more than one (1) year, and
- iii) 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
- iv) 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
- v) 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
- vi) provide Human Resources with proof that she has applied for, and is eligible to receive, Employment Insurance benefits.

30.2.2 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.

30.2.3 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.

30.2.4 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.

30.2.5 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 one hundred percent (100%) of the employee's regular salary. The period of leave shall count as credited service in the calculation of pension benefits. The employee's contributions will be deducted from the Maternity Leave Allowance paid by the University to the employee. (2012)

I.U.O.E. (A) Negotiators:

Board Negotiators:

\_\_\_\_\_  
P. Campbell(Spokesperson)

\_\_\_\_\_  
S. Lamont (Spokesperson)

\_\_\_\_\_  
K. Gibb

\_\_\_\_\_  
S. Hooper

\_\_\_\_\_  
R. Smith

\_\_\_\_\_  
G. Neal

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

\_\_\_\_\_  
Laura McDougald-Williams, Chair  
Board of Governors  
Brandon University

\_\_\_\_\_  
Dr. Deborah Poff  
President  
Brandon University

SCHEDULE "A"

HOURLY RATES

	1.5%	1.5%	3.0%	3.0%
<u>CLASSIFICATION</u>	04/01/12	04/01/13	04/01/14	04/01/15
2 <sup>nd</sup> Class Power Engineer	34.22	34.73	35.77	36.84
3 <sup>rd</sup> Class Power Engineer	30.32	30.77	31.70	32.65
4 <sup>th</sup> Class Power Engineer	27.81	28.23	29.08	29.95
Plumber (Journeyman)	31.21	31.68	32.63	33.61
Electrician (Journeyman)	31.21	31.68	32.63	33.61
Carpenter II (Journeyman)	30.06	30.52	31.43	32.37
Carpenter I (Journeyman)	26.52	26.92	27.73	28.56
Painter (Journeyman)	28.58	29.01	29.88	30.78
Chief Engineer Premium	1.85	1.88	1.93	1.99



LETTER OF UNDERSTANDING #1 attached to and forming part of a Collective Agreement effective April 1, 2012 to March 31, 2016 .

BETWEEN:

BRANDON UNIVERSITY

- and -

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 987(A)

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

Brandon University agrees to reimburse regular employees up to a maximum of one hundred and fifty dollars (\$150.00) per fiscal year for the purchase of required and approved safety shoes/boots. Should an employee not receive a reimbursement in a fiscal year, the funds shall remain available for subsequent years to a maximum reimbursement of three hundred dollars (\$300.00).

Signed this 10<sup>th</sup> day of October, 2012.

ON BEHALF OF THE UNIVERSITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #2 attached to and forming part of a Collective Agreement effective April 1, 2012 to March 31, 2016.

BETWEEN:

BRANDON UNIVERSITY

- and -

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 987(A)

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

Signed this 10<sup>th</sup> day of October, 2012.

ON BEHALF OF THE UNIVERSITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_