

Collective Agreement

between

Brandon University

and

Manitoba Government and General Employees' Union

Local 135

April 1, 2020 to March 31, 2024

Table of Contents

Article 1	Purpose	1
Article 2	Interpretation.....	1
Article 3	Recognition and Representation	5
Article 4	Union Security	6
Article 5	Leaves of Absence	7
Article 6	Compassionate and Bereavement Leave.....	8
Article 7	Sick Leave	10
Article 8	Use of University Premises	12
Article 9	Job Vacancies	12
Article 10	Seniority	14
Article 11	Dismissal	16
Article 12	Layoff, Recall and Resignation.....	17
Article 13	Probationary Period	19
Article 14	Hours of Work.....	20
Article 15	Overtime	21
Article 16	Holidays.....	23
Article 17	Personal Time/Vacations	24
Article 18	Workers' Compensation and Manitoba Public Insurance	25
Article 19	Grievance Procedure	26
Article 20	Arbitration Procedure.....	28
Article 21	Technological and/or Organizational Change	30
Article 22	Career Development.....	32
Article 23	Group Benefits.....	33
Article 24	Miscellaneous	34
Article 25	University's Rights	35
Article 26	Increment Date	35
Article 27	Duration, Settlement Pay and Renewal of Agreement.....	37

Article 28	Maternity/Parental Leave and Maternity Leave Allowance	38
Article 29	Contracting Out	44
Article 30	Justice and Dignity.....	44
Article 31	Severance Pay	44
Article 32	Remoteness Allowance	45
Article 33	Labour Management Committee	45
Article 34	Workplace Safety and Health.....	46
Article 35	Computer Monitor.....	48
Article 36	Criminal and Civil Liability.....	48
Article 37	Bridging of Service	48
Article 38	Rights of Stewards and Table Officers	49
Article 39	Rate of Pay and Premiums.....	50
Article 40	Classification Procedures.....	52
Article 41	No Discrimination	54
Article 42	Interpersonal Violence Leave	55
Article 43	Working Remotely.....	56
Article 44	State of Emergency/Pandemic.....	56
	Memorandum of Agreement #1.....	60
	Re: Benefits Committee	
	Memorandum of Agreement #2	62
	Re: Wage Re-Opener	
	Memorandum of Agreement #3	64
	Re: Performance Feedback and Development	
	Memorandum of Agreement #4	66
	Re: Food Services Term Appointments	
	Schedule of Exclusions	67
	Schedule “A1” - MGEU Wage Rates.....	69

*All changes appear in **bold**.

Alphabetical Table of Contents

Article 20	Arbitration Procedure.....	28
Article 37	Bridging of Service	48
Article 22	Career Development.....	32
Article 40	Classification Procedures.....	52
Article 6	Compassionate and Bereavement Leave.....	8
Article 35	Computer Monitor.....	48
Article 29	Contracting Out	44
Article 36	Criminal and Civil Liability.....	48
Article 11	Dismissal	16
Article 27	Duration, Settlement Pay and Renewal of Agreement.....	37
Article 19	Grievance Procedure	26
Article 23	Group Benefits.....	33
Article 16	Holidays.....	23
Article 14	Hours of Work.....	20
Article 26	Increment Date	35
Article 42	Interpersonal Violence Leave	55
Article 2	Interpretation.....	1
Article 9	Job Vacancies	12
Article 30	Justice and Dignity.....	44
Article 33	Labour Management Committee	45
Article 12	Layoff, Recall and Resignation.....	17
Article 5	Leaves of Absence	7
Article 28	Maternity/Parental Leave and Maternity Leave Allowance	38
Article 24	Miscellaneous	34
Article 41	No Discrimination	54
Article 15	Overtime	21
Article 17	Personal Time/Vacations	24
Article 13	Probationary Period	19

Article 1	Purpose	1
Article 39	Rate of Pay and Premiums.....	50
Article 3	Recognition and Representation	5
Article 32	Remoteness Allowance	45
Article 38	Rights of Stewards and Table Officers	49
Article 10	Seniority	14
Article 31	Severance Pay	44
Article 7	Sick Leave	10
Article 44	State of Emergency/Pandemic.....	56
Article 21	Technological and/or Organizational Change	30
Article 4	Union Security	6
Article 25	University's Rights	35
Article 8	Use of University Premises	12
Article 18	Workers' Compensation and Manitoba Public Insurance	25
Article 43	Working Remotely.....	56
Article 34	Workplace Safety and Health.....	46
Memorandum of Agreement #1.....		60
Re: Benefits Committee		
Memorandum of Agreement #2		62
Re: Wage Re-Opener		
Memorandum of Agreement #3		64
Re: Performance Feedback and Development		
Memorandum of Agreement #4		66
Re: Food Services Term Appointments		
Schedule of Exclusions		67
Schedule "A1" MGEU Wage Rates		69

*All changes appear in bold.

THIS AGREEMENT entered into this 28th day of July, 2021

between

Brandon University
(hereinafter called “the University”)

of the first part

and

Manitoba Government and General Employees’ Union
(hereinafter called “the Union”)

of the second part.

Article 1 Purpose

1:01 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

2:01 In this Agreement unless otherwise specified:

- (a) **Every attempt has been made to use inclusive language in this agreement.** A word used in the singular shall also include the plural when the context so requires and a word used in the **plural may also include the singular** 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 **and excluding those covered by the Brandon University Faculty Association (BUFA), International Union of Operating Engineers (IUOE) Local 987 (A), International Union of Operating Engineers (IUOE) Local 987 (D), and the Public Service Alliance of Canada (PSAC) Local 55601.**
- (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. 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 as set out in this Article. The Articles on Leaves of Absence, Compassionate Leave, Layoff, Recall and Resignation, Career Development, Severance Pay, and Computer Monitor 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 (1) 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. "Term" employees cannot bump other employees hired under either Schedule "A1" or "A2" upon layoff. Article 27:05 shall not apply to "term" positions/employees. Where a term employee is re-employed within one hundred twenty (120) calendar days, or immediately after the normal historically occurring seasonal layoff period, following 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.

The parties agree that the interpretation of "immediately after the normal historically occurring seasonal layoff period" means that the "term" employee's first shift worked following this layoff period must be within the first pay period following the end of the normal historically occurring seasonal layoff period and the end of the previous term appointment coincides with a normal historically occurring seasonal layoff period and the subsequent term re-hire coincides with the subsequent normal re-call date accordingly.

The parties agree that during the period between the end date of one term employment period and the commencement date of a subsequent term employment period, the "term" employee is not an employee or an internal applicant on subsequent vacancies unless they work as a casual employee during that period.

- (i) The Employer shall provide to the Union, twice a year, by May 1 and November 1 of each year or at such other dates near those dates as may be requested by the MGEU Local 135 President, a report on all term employees which shall include the following:
 - (A) the start date and anticipated end date of each term employment arrangement;
 - (B) the reason(s) for the position being established or continued as a term position.

- (ii) Term employees and the usage of same shall be a standing agenda item at Labour/Management Committee meetings as identified in Article 33.
- (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.
- (k) "Job Sharing" or "Job Share" is a voluntary work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) employees on a work-time sharing basis. Upon the written request of the employees and on the recommendation of the person designated by the University, following consultation with Human Resources and the Union, job share arrangements may be developed.
- (l) "Dependents" are defined as your spouse (as described below), and unmarried, unemployed dependent children including natural, adopted or step-children. Children of a common-law spouse may be covered if they are living with you. The term "spouse" means the person who is legally married to you, or has continuously resided with you for not less than one full year having been represented as members of a conjugal relationship. Dependent children are eligible for benefits if they are less than 21 years of age or; if 21 years of age but less than 26 years of age, they must be attending an accredited educational institution, college or university on a full-time basis. Unmarried, unemployed children over 21

years of age qualify if they are dependent on you by reason of a mental or physical disability and have been continuously so disabled since the age of 21. Unmarried, unemployed children who become totally disabled while attending an accredited educational institution, college or university on a full-time basis prior to the age of 26 and have been continuously so disabled since that time also qualify as a dependent.

Article 3 Recognition and Representation

- 3:01** (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.
- 3:02** 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.
- 3:03** 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 **their** own behalf under Article 19 shall be entitled to receive **their** 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.

- 3:04** 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 2:01(b) of the Agreement.
- 3:05** Casual 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)). **Those casual employees who only** perform the lower level functions of the position(s) to which they are assigned **shall be paid at grade zero (0)**.

Article 4 Union Security

- 4:01** The University shall deduct dues, and such other assessments as the Union may direct in writing from the first pay cheque due to the employee and remit the same along with a list of employees from whom deductions are made prior to the sixteenth day of the month following the calendar month in which said deduction is made, to the Head Office of the Union.
- 4:02** 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 day of the month following the hiring or severance of an employee.

Article 5 Leaves of Absence

- 5:01** 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.)
- 5:02** Upon the written request of the employee and on the recommendation of the person designated by the University, following consultation with Human Resources, 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 that is approved by the person designated by the University and the Union shall be notified of leaves in excess of ten (10) working days.
- 5:03** 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.
- 5:04** A regular or term employee served with a document requiring **them** to appear as a witness during Court proceedings or to serve jury duty shall be paid the difference between **their** regular full salary during such leave and any sum paid to **them** for such jury or witness duty.
- 5:05** 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 **their** 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.

- 5:06** A regular or term employee shall be granted two (2) days' leave with pay to attend to needs directly related to the birth of **their** child. At **the employee's** option, such leave shall be granted for any two (2) of the following days:
- the day of the birth,
 - the day following the birth,
 - the day of **their partner's** admission to the hospital,
 - the day of **their partner's** discharge from the hospital.
- 5:07** 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.
- 5:08** After any leave of absence in excess of three (3) months under Articles 5:01 and 5:02, the employee will be rehired where possible in **their** 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 **their** job will be open upon **their** return, before **they** start the leave of absence.
- 5:09** A regular or term employee shall be granted paid leave of absence of one (1) day per fiscal year for the purpose of changing **their** 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 and Bereavement Leave

- 6:01** In the event of the death of: (a) a spouse, or common law spouse, or same sex partner (common-law spouse or same-sex partner means the individual who has been residing with the employee in a conjugal relationship for a period of not less than one (1) year), (b) a parent, step-parent, parent-in-law, grandparent or grandparent-in-law or step-grandparent, (c) a child, step-child, brother, sister, step-sister, step-brother, 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 another appropriate and available bank of paid time or leave without pay. An employee who is entitled to **bereavement** leave, as listed in this Article, during vacation leave shall receive vacation credits equal to the number of days of **bereavement** leave granted. 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.

- 6:02** 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 formal participant (i.e. Pallbearer, Eulogist, Service Participant, or designated Honorary Pallbearer) or in the event of an employee's aunt, uncle, niece or nephew, or, in the event of the death of a co-worker.
- 6:03** A regular or term employee who is required to be absent to care for **dependent or parent** shall be granted leave with pay. The period of such leave shall not exceed ten (10) days in any one fiscal year (Care-for leave). Any time over and above shall be charged against another appropriate and available bank of paid time, or be leave 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.
- 6:04** When a full-time regular or term employee is required to be absent for non-emergency dental and medical appointments for a member of **their** immediate family, as defined in Article 6:03, such absence shall be considered as care-for leave (per Article 6:03). The employee must notify **their** supervisor in advance of any such absence. Whenever possible, such appointments should be made at the beginning or end of the work day.

6:05 Compassionate Care Leave

Compassionate Care Leave is to provide care and support to a family member as defined by the legislation who is gravely ill and who has a significant risk of death.

6:06 An employee is eligible for compassionate care leave as provided in the Employment Standards Code as it may be amended from time to time.

6:07 An employee who is on compassionate care leave who experiences a death in the family under Article 6:01 will be entitled to use bereavement leave under that Article during the compassionate care leave period.

Article 7 Sick Leave

7:01 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. **Illness shall be defined as a period of sickness affecting the body or mind.**

7:02 The use of sick leave shall be recorded in hours in accordance with the exact amount of time taken.

7:03 Absences for non-emergency dental and medical appointments **including personal counseling** for full-time regular or term employees shall be considered as sick leave. The employee must notify **their** supervisor in advance of any such absence. Whenever possible, such appointments should be made at the beginning or end of the work day.

- 7:04**
- (a) For sickness, a regular or term employee shall be allowed one-half (1/2) of a day for each pay period of service up to a maximum of twelve (12) days per year.
 - (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.

- 7:05** Sick leave may be accumulated to a maximum of one hundred 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 **they** commenced the one hundred eighty (180) calendar day waiting period for LTD.
- 7:06** If a regular or term employee has resigned, retired or been discharged and is re-employed by the University, **they are** 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 **their** sick leave entitlement after re-instatement shall be **their** previous entitlement.
- 7:07** Sick leave benefits for regular or term employees shall be computed from the date on which employment with the University commenced.
- 7:08** An employee who is absent from duty without prior permission shall communicate the reason for **their** absence to **their** 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.
- 7:09** An employee who suffers an illness which causes **them** to be absent from work longer than three (3) working days, will be required to submit a medical certificate to the Associate Vice-President, People & Talent. The absence shall be charged to the employee's sick leave entitlement. If an employee suffers an illness which causes **them** to be absent for more than three (3) days and **they** do not provide a medical certificate, then the employee is to be treated as being absent without pay, provided **they have** been asked to provide such a certificate.

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, **they** shall be considered to be laid off and the provisions of Articles 12:03, 12:04 and 12:06 shall apply, except, while and should **they** be on Worker's Compensation, **they** shall not be limited to the fifty-two (52) pay period recall provision of these articles.

Article 8 Use of University Premises

8:01 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.

8:02 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.

8:03 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

9:01 (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 **on the BU website** 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 **website**.

- (b) The Employer will endeavour to fill vacancies with qualified employees from within the organization, whenever possible and when in the University's interest, at the sole discretion of the employer.
- (c) The University shall **provide the Union with copies of all signed contracts.**
- (d) All internal applicants for a position being recruited, who possess the qualifications and ability for the position, will be granted an interview.

9:02 The notice referred to in Article 9:01 (a) above will contain the following information: classification, term of employment, if applicable, qualifications, job duties, hours of work, starting date and salary range.

- 9:03**
- (a) The governing factors for appointments to positions within 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.
 - (c) Employees who have been transferred into an exempt position for an interim period **for up to one (1) year shall continue to pay union dues and have the right to return to their former position. Upon return their union status will be reinstated as it was (i.e. rate of pay, vacation accumulation rate, anniversary date, seniority benefits and classification).**

9:04 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.

- 9:05** If the successful applicant is presently a regular employee, in the event **they** prove unsatisfactory during the probationary period in the position, **they** shall be re-employed in a comparable vacancy without loss of seniority at **their** previous salary at the earliest availability of a comparable vacancy.
- 9:06** **At the request of the employee, the Chair of the Selection Committee or designate will provide constructive feedback to the applicant for reasons relating to non-selection for the interview process or final selection. Such feedback may be verbal or in writing as requested by the employee and shall not be unreasonably withheld.**
- 9:07** **Term Conversion**
An employee who has been employed in a term position **of at least twelve (12) months** hired as a result of the recruitment process under Article 9:01, may be eligible to have their status converted to a Regular Employee without the requirement to compete again. If the Employer determines that the performance of the employee has been satisfactory and the need for the position is expected to continue they may be converted. In such instances, the employee shall not be required to serve another probationary period related to the position. The above does not apply where a term employee is replacing an employee who is absent for any reason or the term employee's salary is temporarily funded or cost shared.

Article 10 Seniority

- 10:01** Seniority is defined as the length of service with the University based on regular hours worked up to March 31 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 1,820 hours per year. Seniority regarding Food Services employees shall be proportionate to 2,080 hours per year.
- 10:02** An employee shall lose **their** seniority rights if:

- (a) **they are** dismissed and **are** not re-instated, or
- (b) **they** resign from an appointment within the bargaining unit or employment with the University, or
- (c) **they** retire, or
- (d) **their** employment is terminated because of expiry of a term appointment, except as noted in Article 2:01 (e) and 2:01 (f),
- (e) **they have** been laid off for more than fifty-two (52) pay periods, or
- (f) following a lay off, **they** fail 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, **they** advise the University and give proof, where required, that **they are** unable to report to work through sickness, or unless within the said time limit, **they** request and **are** granted leave of absence under Article 5, or unless within the said time limit, **they** prove that **they are** required by law to give notice to **their** then employer. It shall be the responsibility of the employee to keep the University informed of **their** current address. The University may, if necessary in the case of sickness or leave of absence, recall another employee or hire a new employee.

10:03 The University shall post in the month of May in each year, a seniority list of the employees employed as at March 31 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 on the Human Resources webpage and outside the Human Resources Office. Human Resources will notify members by email when seniority lists are posted. A copy of the seniority list will be sent to the Union.

10:04 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 **their** seniority rights in the same manner as if **they**

were at work, but will not continue to accumulate seniority after the first one hundred eighty (180) calendar days.

- 10:05** The University shall provide the Union with a list of all casual employees, who have accumulated greater than five hundred twenty (520) hours of service, as at March 31 in that year, which shall show the name, total hours worked, date of hire, and department/unit of each employee.

Article 11 Dismissal

- 11:01** An employee shall not be transferred, demoted, suspended or dismissed without just cause and without observance of the following steps:

- (a) The person designated by the University in that administrative unit shall meet with the employee for the purpose of discussion and resolution of the **issue or concern in question.**
- (b) If the **issue or concern** is not resolved as **above the employee will be issued a verbal warning.**
- (c) **Continuing issues or concerns of the same manner will result in a letter of warning being reviewed with the employee specifying the area of concern and the remedial action expected to be taken by that employee. If an employee has failed to comply with the remedial action within the time limits as set forth in the said letter to the satisfaction of the person designated by the University, or the employee repeats the behaviour which gave rise to the issues or concerns, the employee will be subject to further disciplinary action, including suspension and or discharge for just case.**

- 11:02** The Associate Vice-President, People & Talent 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.

- 11:03** 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.

- 11:04** 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.
- 11:05** 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 **their** duties.
- 11:06** This Article does not apply to transfers made for administrative as opposed to punitive purposes.

Article 12 Layoff, Recall and Resignation

- 12:01** For the purpose of this Agreement, the term ‘layoff’ shall mean that an employee has been temporarily removed from the payroll subject to recall.
- 12:02** (a) Employees shall be laid-off in the reverse order of their seniority within a classification. Except where the employee has requested a layoff, an employee who is laid-off shall assume the position of the most junior employee with less seniority than **theirs** in any lower or lateral classification for which **they** meet 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 **their** regular rate of pay during such lay-off, provided **they** “bump” into **their** 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 **their** usual classification, and for which **they** possess the present qualifications, abilities, and skills, as determined by the University, to perform the functions of the position in question.

- 12:03** In the event of a layoff, employees may apply for any existing vacancies and, where a vacancy exists, preference will be given in accordance with Article 9:03. An employee may choose to layoff for a duration of up to fifty-two (52) pay periods if the employee's position becomes redundant. During this time, the employee will **regularly consult BU website for postings of Union** positions as they become available and for which **they are** qualified.
- 12:04** 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 Article 9:03.
- 12:05** An employee shall receive a minimum of thirty (30) working days written notice, or pay in lieu, of the discontinuance of **their** position which will result in a 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 **they** wish to exercise as contained in Sections :02 and :03 above, and other related Articles in this Agreement. This Clause does not apply to historically occurring seasonal layoffs, for example, Food Services. For these instances, the employee shall receive only a minimum of one (1) pay period written notice of layoff.
- 12:06** 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 **their** employment shall be terminated.
- 12:07** No employee, other than one (1) dismissed for cause or laid off, shall quit **their** employment with the University without having given to **their** supervisor and the Human Resources Office, written notice of one (1) week of **their** intention to quit, if **they have** worked less than one (1) year of

service. If the employee has worked more than one (1) year, then **they** must provide two (2) weeks' notice of her intention to quit.

Article 13 Probationary Period

- 13:01** (a) All employees appointed to a position shall be on probation for a period of **between six (6) and twelve (12) months**. The employee shall be notified of the probation period at the time of appointment. Except as provided in Article 9:05, 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. **In exceptional circumstances, and in consultation with the Union, the probationary period may be extended by a maximum of six (6) months.**
- (b) All Food Services and casual employees are on probation during the first five hundred twenty (520) hours of service in each classification.
- 13:02** (a) Where an employee has not performed satisfactorily during probation following a promotion, the employee will be re-employed to **their** former position, or to a position comparable to **their** 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 **their** former position at the earliest availability of such position. Until **their** former position is available, **they** will be employed in a comparable position to **their** former position.
- 13:03** 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.

13:04 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.

13:05 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 **their** performance is considered to be deficient.

Article 14 Hours of Work

- 14:01** (a) Hours of work effective for and in respect of full-time employees, unless identified as such in Subsections :01 (b) and (c) shall be defined as thirty-five (35) hours per week at seven (7) consecutive hours per day, exclusive of the normal lunch break. Meal breaks shall be a maximum of one and one-half (1½) 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, exclusive of the normal lunch break. Meal breaks shall be a minimum of one-half (½) 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.

- 14:02** 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.
- 14:03** (a) Every employee shall be entitled to two (2) fifteen (15) minute breaks from work during each regular working day without deduction from **their** 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

- 15:01** All overtime worked must be authorized by the person designated by the University or **their** designee. Except in emergency situations, such overtime must be authorized in advance.
- 15:02** All time worked as assigned by the Employer beyond seven (7) hours per day or thirty-five (35) hours per week, or on a holiday, or on a scheduled day off and where a two (2) week notice period has not been satisfied, shall be considered as overtime.
- 15:03** All overtime for employees shall be paid for at the rate of double time.
- 15:04** A call-back shall be defined as any call back to work received by an employee from the University, during the period between **their** 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 three (3) hours at overtime rates. Part time employees not eligible for overtime will be paid the regular rate of pay.

- (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 three (3) hours at overtime rates. Part time employees not eligible for overtime will be paid the regular rate of pay.
- (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 **their** regular earnings for the day.

15:05 When a regular or term employee is required to work overtime **they** may elect to receive time off, instead of payment, at a mutually agreed time provided that at the time of any such election, **they do** not have more than five (5) days time off coming to **them**. If the employee has five (5) days or more time off under this Clause coming to **them**, **they** may only elect to receive further time off with the approval of the **Associate Vice-President, People and Talent**. Such time off shall be equivalent in hours to the pay for such overtime that would have been calculated under Clause :03. The employee shall make **their** election at the time of completing the overtime. **Banked time may be used for personal use, including for vacation or where other banks are inadequate or have been exhausted.**

15:06 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 **their** designee.

15:07 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).

- 15:08** Overtime payment or compensatory time off shall be calculated in accordance with the exact amount of time worked.
- 15:09** 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

- 16:01** For regular and term employees, and casual employees who have accumulated greater than five hundred twenty (520) hours of employment, the following days shall be observed as holidays without loss of pay to the employees:

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

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

- 16:02** 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.

Article 17 Personal Time/Vacations

17:01 A regular or term employee shall be entitled to time off with pay for personal use, including for vacation **or where other banks are inadequate or have been exhausted**, 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 1 to March 31.
- (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.

17:02 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 31 shall receive fifteen (15) work days' vacation.
- (b) An employee who has completed two (2) years' accumulated service as of March 31 shall receive twenty (20) work days' vacation.
- (c) An employee who has completed nine (9) years' accumulated service as of March 31 shall receive twenty-five (25) work days' vacation.
- (d) An employee who has completed nineteen (19) years' accumulated service as of March 31 shall receive thirty (30) work days' vacation.

- (e) An employee who has completed less than twelve (12) months' accumulated service as of March 31 shall receive one and one-quarter (1¹/₄) work days' vacation for each full calendar month worked from the commencement of **their** 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.

17:03 In the event that a regular or term employee who is earning paid vacation leave entitlement **becomes ill, excluding common cold and simple flu, and/or** is hospitalized for three (3) or more days during **their** vacation, sick leave shall be substituted for vacation leave. **To have the time converted from vacation to sick leave the employee** must provide a medical certificate **to Human Resources.**

17:04 All regular and term employees shall be entitled to paid days of leave for all days so designated by Human Resources which must be used during the Christmas to New Year's break 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

18:01 When an employee is receiving wage loss benefits from Workers' Compensation and/or Manitoba Public Insurance, **they** shall be paid **their** regular salary and the 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 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 **their** return to work.

Article 19 Grievance Procedure

- 19:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 19:02** A grievance is defined as a complaint in writing concerning:
- (a) the application, interpretation, or alleged violation of an Article of this Agreement.
 - (b) the dismissal, suspension, demotion or written reprimand of an employee.
- 19:03** “Day(s)” means working day(s).
- 19:04** 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 19:02 (a). Such group grievances shall be presented directly to the **Associate Vice President (People & Talent)** within twenty (20) working days of the date of the action giving rise to the grievance.
- 19:05** Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the **Associate Vice President (People & Talent)** and such grievances initiated by the 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.
- 19:06** A grievance initiated at the wrong step of the procedure shall be validated by re-initiation at the correct step within twenty (20) working days of notice in writing by the other party. 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.

- 19:07** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have **their** Steward present at such a discussion or any of the steps of the Grievance Procedure.
- 19:08** A grievance arising from the demotion, suspension or dismissal of an employee shall be initially presented at Step Two of the Grievance Procedure.
- 19:09** **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 **Associate Vice President (People & Talent)** 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 **Associate Vice President (People & Talent)** decision. The decision of the Board of Governors shall be final and binding upon the parties.

Article 20 Arbitration Procedure

- 20:01** No matter may be submitted to arbitration until the applicable steps of the Grievance Procedure have been exhausted.
- 20:02** 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, unless the parties agree to present the matter to a single arbitrator.
- 20:03** The party receiving such notice shall within ten (10) working days notify the other party of its appointee to the Arbitration Board.
- 20:04** The two (2) appointees so selected shall, within ten (10) working days, meet and name the third member who shall be the Chair of the Board.
- 20:05** 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.

- 20:06** 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.
- 20:07** 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.
- 20:08** The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision.
- 20:09** 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

21:01 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 layoff of existing employees covered by this Agreement. If the technological change does not result in a layoff of existing employees, this entire Article, except for Section :08, 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 (1) 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.

21:02 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 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.

- 21:03** All data pertinent to the technological change(s) shall be given to the Union.
- 21:04** 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.
- 21:05** When the parties agree to the required solutions, the solutions shall be set forth in a Memorandum of Agreement signed by the parties hereto, forming part of this Agreement.
- 21:06** When the parties hereto do not reach agreement within sixty (60) days after the date on which the Union receives the aforementioned notification of technological change(s), the agreed-upon issues shall be signed off between the parties hereto, and the outstanding issues in dispute shall be referred to Arbitration in accordance with the applicable Article herein within fifteen (15) working days of the failure to agree. Notwithstanding any Article in this Agreement, an Arbitration Board shall have the power to uphold or vary the position of either party hereto, and/or establish new positions or alternatives to be implemented as might be deemed fit to lessen or negate the detrimental effects of the technological change(s) on employees. The award of the Board shall be final and binding upon the parties.
- 21:07** 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.
- 21:08** An employee, voluntarily or compulsorily, reassigned or reclassified as a result of a technological change shall be provided with what ever retraining **they**

require during **their** hours of work with full pay from the University and at no additional cost to the employee.

- 21:09** 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 **their** normal retirement age with no penalties or charges against the pension payable. Nothing herein shall preclude the employee and the Union from initiating early retirement options to the University. These options shall be dealt with per the foregoing.
- 21:11** When all options for affected employees have been exhausted and layoff(s) proves necessary, the layoff(s) shall be in accordance with this Agreement and the employee(s) shall receive Severance Pay in accordance with this Agreement.

Article 22 Career Development

- 22:01** 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 Associate Vice-President, People & Talent prior to commencement of such course(s).

- 22:02** 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.
- 22:03** 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.
- 22:04** Where dependents of a regular employee or term employee enroll in a course at Brandon University they will receive one hundred (100%) percent waiver of tuition.

Article 23 Group Benefits

- 23:01** All eligible employees shall be covered by the University Pension Plan and Group Benefit Plans, as long as the plans continue in existence.

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.

- 23:02** 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.
- 23:03** The University shall provide employees on layoff with relevant information on group benefits.

23:04 Effective April 1, **2020**, the Employer shall provide a Health Spending Account in the amounts as follows:

<u>Full Time Regular and Term</u>		<u>Part Time Regular and Term</u>	
January 1, 2020	\$700.00	January 1, 2020	\$350.00

Plan eligibility and claims for allowable expenses shall be as determined by the Employer in consultation with the Union.

Article 24 Miscellaneous

- 24:01** 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.
- 24:02** Clerical errors made relative to an employee's salary or fringe benefits will be adjusted.
- 24:03** The University will post the Collective Agreement on the Brandon University web site.
- 24:04** 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.
- 24:05** 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.
- 24:06** The University will provide for ongoing automatic pay cheque deposits to a bank/credit union of the employee's choice.
- 24:07** 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

- 25:01** 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.
- 25:02** 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

- 26:01** "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 **they** 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.

- 26:02** 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 **their** classification.
- 26:03** 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.

- 26:04** 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 **their** classification. Such placement shall not be the subject of any grievance under the arbitration provisions of this Agreement.
- 26:05** When an employee is promoted to a position paying a higher rate of pay, **they** 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 **their** present salary. When an employee is transferred to a position paying a lower rate of pay, **they** shall remain at **their** current rate of pay with no loss in pay, or negotiated scale increases. **They** shall not be eligible for increments until the top of scale of the grade classification of the position exceeds **their** 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. When an employee is transferred to a position paying a lower rate of pay, at the employee's initiation through competition, **they** shall be paid the wage of the lower grade classification which is closest to **their** salary in the higher grade classification. If **their** salary is already higher than the top of scale for the new position, **they** shall be placed at the top of scale in that grade classification.
- 26:06** When the reclassification of a position results in a lower grade the employee shall remain at **their** current rate of pay with no loss of pay, or negotiated scale increases. **They** shall not be eligible for increments until the top of scale of the grade classification of the position exceeds **their** salary. The employee's anniversary date will be unchanged.

- 26:07** 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

- 27:01** This Agreement shall be effective from the 1st day of April, **2020** and shall continue in force for four (4) 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.
- 27:02** For administrative purposes, the conditions of this Agreement shall be considered to be in effect on the date of signing unless otherwise provided herein. All monetary items herein agreed are retroactive to April 1, **2020**, except as otherwise indicated, and shall be paid out as settlement pay per Section :03 below within thirty (30) days of the signing of this Agreement.
- 27:03** Settlement pay shall be paid to each employee who has been in the employ of the University since April 1, **2020** including those persons who leave the employment of the University during the period of April 1, 2016 to the date of signing of this Agreement.
- 27:04** 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.
- 27:05** The University agrees that, during the period from April 1, **2020** to March 31, **2024**, there shall be no layoff, 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

28:01 Maternity/Parental Leave

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 **sixty-three (63)** weeks after it began and commence not more than **eighty (80)** weeks from the date of birth or date of custody. However, an employee may end **their** parental leave earlier by giving written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wishes to end the leave.
- (e) An employee who adopts a child under the laws of the Province of Manitoba, or who becomes the natural parent of a child, and who has opted to take Parental Leave under the Manitoba Employment Standards Code and/or the Federal Employment Insurance Act, shall be entitled to a parental leave of up to **sixty-three (63)** consecutive weeks.
- (f) During the period of maternity/parental leave, when an employee is receiving maternity leave allowance, in accordance with the provisions of 28:02 (e) **they** continue membership in the University pension and group benefit plans. During the period of maternity/parental leave

when an employee is not receiving maternity leave allowance **they** may continue membership in the University pension and group benefit plans by paying both University and employee monthly premiums based upon **their** regular salary, subject to the provisions of the benefit plans. If membership is continued, the period of leave shall be credited towards years of service in the calculations of pension benefits.

- (g) Upon return to work, an employee who has taken leaves under this Article shall resume **their** position, unless otherwise agreed to by the parties and assuming the employee's employment contract date has not expired, with **their** full regular bi-weekly salary and benefits as provided under this Collective Agreement.

28:02 Maternity Leave Allowance

- (a) 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 **of at least twelve (12) months; 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 **their** delivery; and

- (v) provide Human Resources with proof that **they have** applied for, and is eligible to receive, Employment Insurance benefits.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

28:03 Parental Leave Allowance

An employee who has been granted a maternity leave with allowance prior to the parental leave shall not be eligible for the parental leave allowance.

An employee who has been granted a maternity leave without allowance immediately prior to the parental leave and where the other parent is an employee who qualifies for parental leave with allowance, as indicated below, the employees may share the period of parental leave with allowance.

Only one parental leave with allowance period, per pregnancy or adoption, will be granted if both parents are employees and if both employees are qualified.

(a) During the period of parental leave, an employee is entitled to ten (10) weeks of paid parental top-up allowance in accordance with the plan as follows:

- (i) The employee shall receive ninety-three percent (93%) of their weekly rate of pay in the one (1) week wait period;**
- (ii) For a maximum of nine (9) additional weeks, payments equivalent to the difference between the Employment Insurance standard parental benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay. Employees opting for extended parental benefits will receive the same top-up dollar amount that they would have received had they elected to take standard parental benefits.**

- (b) If the employee is not required to serve a one (1) week wait period before Employment Insurance parental benefits are payable:
- (i) The employee shall receive a maximum of ten (10) payments equivalent to the difference between the Employment Insurance standard parental benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay. Employees opting for extended parental benefits will receive the same top-up dollar amount that they would have received had they elected to take standard parental benefits.
- (c) To qualify for the allowance outlined in Article 28:03(a) an 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
 - (iv) Provide Human Resources with proof that they have applied for and are eligible to receive Employment Insurance Benefits.
- (d) Subject to Article 28:01(d) parental leave must commence no later than eighteen (18) months after the date of birth or adoption of

the child or the date on which the child comes into the actual care and custody of the employee.

- (e) An applicant for parental leave under the allowance must sign an agreement with the Employer providing that:
 - (i) The employee will return to work and remain in the employ of the Employer on a full-time basis for at least ten (10) weeks following the employee's return to work, or in the case of a part-time employee, the employee will return to work and remain in the employ of the Employer on a part-time basis for at least ten (10) weeks following the employee's return to work; and
 - (ii) Should the employee fail to return to work as provided above, the employee will be indebted to the Employer for the full amount of pay received from the Employer as a top-up allowance during the entire period of parental leave.
 - (iii) Should the employee return to work as provided above but fail to complete the return to service commitment, the employee will be indebted to the Employer for a prorated amount based on the number of weeks the employee has remaining on the return service commitment rounded to the nearest full week.
- (f) 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 Parental 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 calculation of pension benefits. The employee's contributions will be deducted from the Parental Leave Allowance paid by the University to the employee.

Article 29 Contracting Out

- 29:01** 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 layoff 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.
- 29:02** The University may participate in work experience type projects providing that such participation does not result in the layoff of any regular employee covered by this Agreement. The University will advise the Union of any such participation.

Article 30 Justice and Dignity

- 30:01** 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

- 31:01** A retiring regular employee who is over fifty-five (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.
- 31:02** 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 31:01.

31:03 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 31:01 above. In the event that such an employee is subsequently rehired by the University, within fifty-two (52) pay periods, **they** shall, as a condition of employment, reimburse the University for all monies received under the terms of this Article.

Article 32 Remoteness Allowance

32:01 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

33:01 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 **Associate Vice President (People & Talent)** or their designate, and such other management or supervising persons as the University chooses to appoint, to a maximum of two (2) additional members.

33:02 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.

33:03 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.

- 33:04** 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.
- 33:05** 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.
- 33:06** A quorum shall be two (2) members from each of the University and Union side of the Committee. The **Chairpersonship** 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

- 34:01** The University agrees to continue the Workplace Safety and Health Committee.
- 34:02** The Union's local at the University shall have at least one (1) member on this Committee, dependent on the structure agreed to between the University, the various unions, and the Workplace Safety and Health Division.
- 34:03** The University will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 34:04** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 34:05** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect **their** safety and

health and the safety and health of any other persons who may be affected by **their** acts or omissions at work.

34:06 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, **they** 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 **their** safety or health in the performance of **their** work, **they** shall report that condition to **their** 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 **their** belief that the condition is dangerous, **they** must be available to perform other work assigned to **them**.

34:07 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described herein.

34:08 Disciplinary action shall not be taken against an employee solely for the reason that:

- (a) **they** made a report under this Article, and/or
- (b) **they** 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 **their** safety or health.

- 34:09** Where an employee takes unfair advantage of the provisions described in this Article for frivolous reasons, **they** may be subject to disciplinary action up to and including suspension or dismissal.

Article 35 Computer Monitor

- 35:01** Where an employee operates a **computer monitor** for twenty-five percent (25%) or more of the normal work week, **they** shall have **their** 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.
- 35:02** Where an operator is of the opinion that the work results in undue eye fatigue, **they** 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

- 36:01** 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 **their** 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

- 37:01** The University shall credit an employee, excluding a term or casual employee, who resigns and is subsequently rehired as an employee, with one-half ($\frac{1}{2}$) of

their accumulated unused sick leave entitlement upon resignation to a maximum of twelve (12) days, and with **their** 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 **their** 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

- 38:01** “Steward and Table Officer” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 38:02** The University recognizes the Union’s right to select Stewards and Table Officers to represent employees.
- 38:03** 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.
- 38:04** 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.

- 38:05** Stewards and Table Officers and employees shall not conduct Union business during their working time.
- 38:06** 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.
- 38:07** For complaints of an urgent nature, a Steward or Table Officer shall first obtain the permission of **their** 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 **their** normal duties, the Steward or Table Officer shall notify **their** supervisor.
- 38:08** 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

- 39:01** 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.
- 39:02** For further computation to hourly, daily, or annual salary, the bi-weekly pay shall be used along with the hours as defined in 14:01(a) or (b).
- 39:03** When an employee is assigned in writing by the person designated by the University in that administrative unit, and with the approval of the Associate Vice-President, People & Talent, to take upon **themselves** the full responsibilities of a position paying a higher rate of pay and **their** period of employment in the higher paid position is in excess of one (1) week, **they**

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 **their** present salary.

- 39:04** 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 **their** normal assignment of work.
- 39:05** 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 **their** normal assignment of work.
- 39:06** 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 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.
- 39:07** 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 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.
- 39:08** Shift and weekend premiums shall not be included in the calculation of any employee benefits.
- 39:09** In the event of extreme, severe, weather conditions, any employee who reports for work within two (2) hours of **their** scheduled work time, or who must leave within two (2) hours from the end of day shall receive pay for that full day. Employees shall notify their supervisor when failing to report to

duty. An employee who chooses not to attend work shall use vacation, banked time or take the time without pay.

Article 40 Classification Procedures

- 40:01** (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.
- 40:02** Any employee may request a classification **review** of the position **they occupy**, 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 **they are** requesting a re-evaluation of the classification.
- 40:03** 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 **Associate Vice President (People & Talent)**. 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 **Associate Vice President (People & Talent)**, 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 **Associate Vice President (People & Talent)** or on the date that the position description is submitted to the **Associate Vice President (People & Talent)** for dispute resolution.

- 40:04** The **Associate Vice President (People & Talent)** 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.
- 40:05** 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 **their** job classification shall, within two (2) weeks, notify the Associate Vice-President, People & Talent 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, or their designate, the President of MGEU Local 135, or their designate, and a third party, selected by the two (2) parties, who shall serve as the chair of the committee. All CRC members shall be selected from within the employees of Brandon University. 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 Associate Vice-President, People & Talent. 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 Associate Vice-President, People & Talent.
- (e) If the Employee is not satisfied with the results of this process, **they** may ask the Union to proceed to Step 2 of the grievance procedure as per Article 19 of the Collective Agreement.

Article 41 No Discrimination

41:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, physical disability, political or religious affiliation or membership in the Union or activities in the Union or any other applicable characteristic as set out in the Manitoba Human Rights Code.

Further as set out in the Code, the parties agree that there shall be no discrimination with respect to any aspect of an employment or occupation, unless the discrimination is based upon bona fide and reasonable requirements or qualifications for the employment or occupation.

41:02 The parties agree that all pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

Article 42 Interpersonal Violence Leave

42:01 The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that once there is verification in writing from at least one of the physician, lawyer, registered counselor, intake worker of a crisis shelter or other crisis service provider, an employee shall be eligible for interpersonal violence leave in keeping with the Manitoba Employment Standards Code as it may be amended from time to time.

42:02 In accordance with the Employment Standards Code, an employee who is a victim of interpersonal violence is entitled to the following periods of leave per year:

- (a) Leave of up to five (5) days, which the employee may choose to take intermittently or in one (1) continuous period;
- (b) Leave up to seventeen (17) weeks to be taken in one (1) continuous period.

For either (a) or (b) above, five (5) days are paid leave at the designation of the employee when requesting the leave.

42:03 An employee is eligible for interpersonal violence leave for any of the following purposes:

- (a) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the interpersonal violence;
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counseling;
- (d) To relocate temporarily or permanently;

- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence.

Article 43 Working Remotely

- 43:01 Where operationally feasible and mutually agreed upon between the employee and the manager, an employee may be allowed to temporarily work remotely dependent on the nature of their duties and that they have the available infrastructure.

Article 44 State of Emergency/Pandemic

- 44:01 The University may be required to take measures consistent with Provincial guidelines for the safety and welfare of staff, students and visitors during a State of Emergency or Pandemic. Where the operations of the University are not affected by the declared State of Emergency, this provision does not apply.

44:02 Compensation Provisions

Employees who are required to work overtime shall have access to overtime provisions in accordance with Article 15 (Overtime).

44:03 Leave Provisions

Employees who must be absent from work because of an illness, injury or quarantine shall have access to paid leave benefits in accordance with Article 7 (Sick Leave). The requirement to submit a medical certificate may be waived by the Employer dependent on the nature of the State of Emergency/Pandemic and public health advice.

Employees who are required to be absent to care for a member of their immediate family shall be granted leave with pay in accordance with Article 6:03. If no paid leave benefits (i.e. sick, care for, banked time and personal leave) are available, leave may be unpaid by the Employer.

44:04 Safety and Health

The University shall provide all employees with appropriate Personal Protective Equipment (PPE) and ensure that all employees have sufficient quantities of same, as recommended by public health.

The University will accommodate alternate forms of PPE type and use where possible and in accordance with public health guidelines and with supporting documentation.

Where employees are able they shall be allowed to work remotely (see Article 43 – Working Remotely). The University will take all reasonable precautions and other specifically prescribed steps required by Public Health to protect employees.

44:05 Lay-Off and Recall

Where a shortage of work due to the State of Emergency or Pandemic is identified, the University, in consultation with the Union and affected employee(s), may determine that a lay-off is necessary. Prior to lay-off the University will explore re-deployment options to other departments within the bargaining unit based on skills and abilities upon discussions with the Union. Notwithstanding Article 12:

- (a) The employee(s) will be provided with two (2) weeks' notice of layoff;
- (b) The Union will be provided with a copy of all layoff notices issued at the same time the notice is given to the affected employee(s);
- (c) The provisions of Article 12:02(a), 12:03 and 12:04 (bumping rights) will not apply;
- (d) The layoff and work shortage will be reviewed biweekly by the Union and the University. Employees will be returned to their current position as soon as possible.

Where a voluntary lay-off is desired, the University and the Union agree that the required notice period will be waived. Where an employee

wishes to reduce their hours to part-time, the University and the Union agree that the employee will draw on available vacation or banked time balances or request a leave without pay for the balance of their EFT position. Where a seasonal layoff period has occurred earlier than normal (i.e. Food Services members) and the term employee is re-employed immediately following the seasonal layoff period, service at the end of the previous term of employment will be credited to the employee as consecutive service [Article 2:02(f)].

There will be consultation between the University and the Union as changing circumstances related to the State of Emergency or Pandemic may make necessary.

MGEU Negotiations:

Angela Lewis, Spokesperson
MM
Kim Fallis

Board Negotiations:

Jim Stinson
Sec & Liaison
Nicky Kreshovski

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 (MGEU), representing the Brandon University Non-academic Staff Association (BUNASA), Local 135.

Kim Fallis
 Kim Fallis, President MGEU Local 135

Shawn Chambers
 Shawn Chambers, Chair
 Board of Governors, Brandon University

David Docherty
 David Docherty, President and Vice
 Chancellor, Brandon University

Memorandum of Agreement #1

Attached to and forms part of the current Collective Agreement

between

Brandon University

and

Manitoba Government and General Employees' Union

Re: Benefits Committee

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 any new 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 **their** Union Staff Representative to attend a meeting with **them**. Such representative may participate in all discussions.

Signed this 28th day of July 2021.

[Signature]
On behalf of Brandon University

[Signature]
On behalf of Manitoba Government
and General Employees' Union

[Signature]
On behalf of Brandon University

[Signature]
On behalf of Manitoba Government
and General Employees' Union

[Signature]
On behalf of Brandon University

[Signature]
On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #2

Attached to and forms part of the current Collective Agreement

between

Brandon University

and

Manitoba Government and General Employees' Union

Re: Wage Re-Opener

The parties acknowledge that the Province of Manitoba recently passed into law, but has not proclaimed into force, The Public Services Sustainability Act (the PSSA). The parties further acknowledge that the Province of Manitoba is appealing the Court of Queen's Bench ruling that the PSSA is unconstitutional and the matter may only be finally determined by the Supreme Court of Canada.

The parties agree that if during the life of this agreement there is a final ruling by the courts holding the PSSA to be unconstitutional, either party may seek to renegotiate the wage increases agreed to herein but only for the remainder of the term of the agreement. A final ruling shall consist of:


- (a) A decision of the Supreme Court of Canada on the merits;
- (b) A decision of the Manitoba Court of Appeal on the merits which is not appealed to the Supreme Court of Canada within the time limits prescribed for filing such an appeal; or
- (c) A decision by the Government of Manitoba to abandon a pending appeal, allowing a lower court ruling holding the PSSA unconstitutional to stand.

Either party may give notice in writing to the other to reopen discussions, negotiations shall commence within forty-five (45) days of providing notice.


This Memorandum of Understanding shall be attached to and form part of the Collective Agreement, and shall remain in force for the duration of the Collective Agreement.

Signed this 28th day of July 2021.

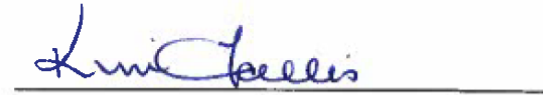

On behalf of Brandon University


On behalf of Manitoba Government and General Employees' Union


On behalf of Brandon University


On behalf of Manitoba Government and General Employees' Union


On behalf of Brandon University


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement #3

Attached to and forms part of the current Collective Agreement

between

Brandon University

and

Manitoba Government and General Employees' Union

Re: Performance Feedback and Development

Providing feedback and supporting development is integral to recruiting and retaining an engaged workforce. Through the Performance Feedback and Development (PFD) process, supervisors will provide employees with feedback and work with employees to set objectives and establish a development plan in an effort to support employees and position them for success in the University.

Article 22 of the Collective Agreement (Career Development), provides for total or partial tuition cost of courses taken outside of Brandon University (Article 22:01) and for tuition waiver of courses taken at Brandon University (22:02). In an effort to integrate the PFD process into employee-initiated requests for tuition reimbursement, the parties hereto agree to the following:


1. When submitting a written request for remission of full or partial tuition costs for a course either at a University, Community College, trade school, correspondence school or otherwise, the request shall reflect those areas of the program that will support the employee in their current role with respect to both job improvement and job enrichment and/or reflect readiness development for future positions if this is identified as part of the career path

2. When considering a written request for remission, the person designated by the University shall consider how the request aligns with the agreed upon objectives, development, and career plan and shall provide their recommendation and rationale to the Associate Vice-President, People and Talent for final consideration.

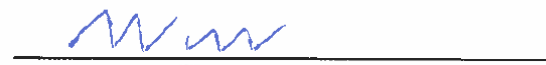
3. The Employer will make available a fund in the amount of five thousand dollars (\$5,000) annually for any MGEU member to apply for financial assistance to support other career development and advancement opportunities such as conferences and webinars. Written requests shall include information about the opportunity and detail how it will support the employee in their current role with respect to both job improvement and job enrichment and/or reflect readiness development for future positions if this is identified as part of the career path. When considering a request, the person designated by the University shall consider how the request aligns with the agreed upon objectives, development, and career plan and shall provide their recommendation and rationale to the Associate Vice-President, People and Talent for final consideration. No member may receive more than two hundred dollars (\$200) in a fiscal year.

Signed this 28th day of July 2021.

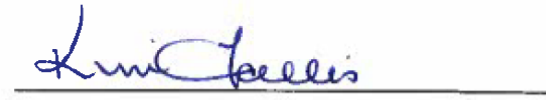

On behalf of Brandon University


On behalf of Manitoba Government and General Employees' Union


On behalf of Brandon University


On behalf of Manitoba Government and General Employees' Union


On behalf of Brandon University


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement #4

Attached to and forms part of the current Collective Agreement

between

Brandon University

and

Manitoba Government and General Employees' Union

Re: Food Services Term Appointments


All vacancies are to normally be posted and filled by the end of June annually. The parties agree that an extension may be granted in exceptional circumstances. Such extension shall be mutually agreed upon by the University and the Union. Appointments shall consider seniority and previous work performance.

Returning employees in a one (1) year term appointment shall normally be notified of their renewal and tentative schedules by the end of June.


Finalized Food Services schedules shall be posted a minimum of two (2) weeks in advance.

Signed this 28th day of July 2021.



On behalf of Brandon University


On behalf of Manitoba Government
and General Employees' Union


On behalf of Brandon University


On behalf of Manitoba Government
and General Employees' Union


On behalf of Brandon University


On behalf of Manitoba Government
and General Employees' Union

Schedule of Exclusions

Those covered under the Collective Agreements with BUFA, IUOE(A), IUOE(D) and PSAC, including:

Student Assistants

Research Assistants

Academic Residence Assistants

Student Ambassadors

Tutors

Exempt positions, including:

Accountant

Administrative Assistant Office of the President

Administrative Assistant, Office of the Vice-President (Administration & Finance)

Chief Information Officer

Dean of Students

Development Officer

Director, Admissions

Director, Advancement & Alumni Affairs

Director, Indigenous Peoples' Centre & Aboriginal Initiatives

Director, Business Operations

Director, Financial & Registration Services

Associate Vice-President, People & Talent

Director, Marketing & Communications

Director, Physical Plant

Director, Recruitment and Retention

Diversity and Human Rights **Advisor**

Executive Assistant to the Vice-President (Academic & Provost) and Research Ethics Officer

HLC Facility Coordinator

Human Resources Payroll **Administrator**

Human Resources Officer

Learning and **Organizational** Development **Program Manager**

Executive Director, Campus Manitoba

Manager, Ancillary Services

Manager, Executive and Board Operations, Office of the President

Manager, Food Services

Manager, Research Services

Marketing Communications Officer

Office Manager, Financial and Registration Services

Payroll **Manager**

Purchasing Officer

Research Officer

Residence Manager

Administrative Assistant, Human Resources

Sexual Violence Education and Prevention Coordinator

Supervisor, **Maintenance**, Physical Plant

Safety **& Health** Officer

University Registrar

Schedule "A1" - MGEU Wage Rates

Effective first day of Pay Period that includes April 1, 2020						
<u>GRADE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
0	\$40,739.95	\$41,554.75	\$42,385.84	\$43,233.56	\$44,098.23	\$44,980.20
	\$1,561.58	\$1,592.81	\$1,624.66	\$1,657.16	\$1,690.30	\$1,724.11
	\$22.31	\$22.75	\$23.21	\$23.67	\$24.15	\$24.63
1	\$41,131.38	\$41,954.01	\$42,793.09	\$43,648.95	\$44,521.93	\$45,412.37
	\$1,576.58	\$1,608.11	\$1,640.27	\$1,673.08	\$1,706.54	\$1,740.67
	\$22.52	\$22.97	\$23.43	\$23.90	\$24.38	\$24.87
2	\$42,110.65	\$42,952.87	\$43,811.92	\$44,688.16	\$45,581.92	\$46,493.56
	\$1,614.12	\$1,646.40	\$1,679.33	\$1,712.91	\$1,747.17	\$1,782.11
	\$23.06	\$23.52	\$23.99	\$24.47	\$24.96	\$25.46
3	\$43,677.49	\$44,551.04	\$45,442.06	\$46,350.90	\$47,277.92	\$48,223.48
	\$1,674.17	\$1,707.66	\$1,741.81	\$1,776.65	\$1,812.18	\$1,848.42
	\$23.92	\$24.40	\$24.88	\$25.38	\$25.89	\$26.41
4	\$45,804.35	\$46,720.43	\$47,654.84	\$48,607.94	\$49,580.10	\$50,571.70
	\$1,755.70	\$1,790.81	\$1,826.63	\$1,863.16	\$1,900.42	\$1,938.43
	\$25.08	\$25.58	\$26.09	\$26.62	\$27.15	\$27.69
5	\$48,518.21	\$49,488.57	\$50,478.34	\$51,487.91	\$52,517.67	\$53,568.02
	\$1,859.72	\$1,896.91	\$1,934.85	\$1,973.55	\$2,013.02	\$2,053.28
	\$26.57	\$27.10	\$27.64	\$28.19	\$28.76	\$29.33
6	\$51,819.91	\$52,856.31	\$53,913.44	\$54,991.71	\$56,091.54	\$57,213.37
	\$1,986.27	\$2,026.00	\$2,066.52	\$2,107.85	\$2,150.01	\$2,193.01
	\$28.38	\$28.94	\$29.52	\$30.11	\$30.71	\$31.33
7	\$55,709.46	\$56,823.65	\$57,960.12	\$59,119.33	\$60,301.71	\$61,507.75
	\$2,135.36	\$2,178.07	\$2,221.63	\$2,266.06	\$2,311.38	\$2,357.61
	\$30.51	\$31.12	\$31.74	\$32.37	\$33.02	\$33.68
8	\$60,157.92	\$61,361.07	\$62,588.30	\$63,840.06	\$65,116.86	\$66,419.20

	\$2,305.87	\$2,351.99	\$2,399.03	\$2,447.01	\$2,495.95	\$2,545.87
	\$32.94	\$33.60	\$34.27	\$34.96	\$35.66	\$36.37
9	\$65,194.77	\$66,498.67	\$67,828.64	\$69,185.21	\$70,568.92	\$71,980.29
	\$2,498.94	\$2,548.92	\$2,599.89	\$2,651.89	\$2,704.93	\$2,759.03
	\$35.70	\$36.41	\$37.14	\$37.88	\$38.64	\$39.41
10	\$70,818.91	\$72,235.29	\$73,679.99	\$75,153.59	\$76,656.66	\$78,189.80
	\$2,714.51	\$2,768.80	\$2,824.18	\$2,880.66	\$2,938.28	\$2,997.04
	\$38.78	\$39.55	\$40.35	\$41.15	\$41.98	\$42.81
11	\$77,030.61	\$78,571.22	\$80,142.65	\$81,745.50	\$83,380.41	\$85,048.02
	\$2,952.61	\$3,011.66	\$3,071.89	\$3,133.33	\$3,196.00	\$3,259.92
	\$42.18	\$43.02	\$43.88	\$44.76	\$45.66	\$46.57
12	\$83,832.38	\$85,509.03	\$87,219.21	\$88,963.59	\$90,742.86	\$92,557.72
	\$3,213.32	\$3,277.59	\$3,343.14	\$3,410.00	\$3,478.20	\$3,547.77
	\$45.90	\$46.82	\$47.76	\$48.71	\$49.69	\$50.68
13	\$91,251.20	\$93,076.22	\$94,937.75	\$96,836.50	\$98,773.23	\$100,748.70
	\$3,497.69	\$3,567.64	\$3,639.00	\$3,711.78	\$3,786.01	\$3,861.73
	\$49.97	\$50.97	\$51.99	\$53.03	\$54.09	\$55.17
Schedule "A2" - Food Services						
Effective first day of pay period which includes April 1, 2020						
	<u>1</u>	<u>2</u>	<u>3</u>			
	\$52,607.81	\$53,922.80	\$55,238.14			
Lead Cook	\$2,016.47	\$2,066.88	\$2,117.30			
	\$25.21	\$25.84	\$26.47			
	\$45,823.88	\$48,367.99	\$50,912.09			
Cook	\$1,756.44	\$1,853.96	\$1,951.48			
	\$21.96	\$23.17	\$24.39			
	\$42,397.60	\$44,232.31	\$46,066.67			
Food Services Worker	\$1,625.11	\$1,695.44	\$1,765.75			

	\$20.31	\$21.19	\$22.07			
Casual/Student Food Services Worker			\$15.24			
Effective first day of Pay Period that includes April 1, 2021						
<u>GRADE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
0	\$40,739.95	\$41,554.75	\$42,385.84	\$43,233.56	\$44,098.23	\$44,980.20
	\$1,561.58	\$1,592.81	\$1,624.66	\$1,657.16	\$1,690.30	\$1,724.11
	\$22.31	\$22.75	\$23.21	\$23.67	\$24.15	\$24.63
1	\$41,131.38	\$41,954.01	\$42,793.09	\$43,648.95	\$44,521.93	\$45,412.37
	\$1,576.58	\$1,608.11	\$1,640.27	\$1,673.08	\$1,706.54	\$1,740.67
	\$22.52	\$22.97	\$23.43	\$23.90	\$24.38	\$24.87
2	\$42,110.65	\$42,952.87	\$43,811.92	\$44,688.16	\$45,581.92	\$46,493.56
	\$1,614.12	\$1,646.40	\$1,679.33	\$1,712.91	\$1,747.17	\$1,782.11
	\$23.06	\$23.52	\$23.99	\$24.47	\$24.96	\$25.46
3	\$43,677.49	\$44,551.04	\$45,442.06	\$46,350.90	\$47,277.92	\$48,223.48
	\$1,674.17	\$1,707.66	\$1,741.81	\$1,776.65	\$1,812.18	\$1,848.42
	\$23.92	\$24.40	\$24.88	\$25.38	\$25.89	\$26.41
4	\$45,804.35	\$46,720.43	\$47,654.84	\$48,607.94	\$49,580.10	\$50,571.70
	\$1,755.70	\$1,790.81	\$1,826.63	\$1,863.16	\$1,900.42	\$1,938.43
	\$25.08	\$25.58	\$26.09	\$26.62	\$27.15	\$27.69
5	\$48,518.21	\$49,488.57	\$50,478.34	\$51,487.91	\$52,517.67	\$53,568.02
	\$1,859.72	\$1,896.91	\$1,934.85	\$1,973.55	\$2,013.02	\$2,053.28
	\$26.57	\$27.10	\$27.64	\$28.19	\$28.76	\$29.33
6	\$51,819.91	\$52,856.31	\$53,913.44	\$54,991.71	\$56,091.54	\$57,213.37
	\$1,986.27	\$2,026.00	\$2,066.52	\$2,107.85	\$2,150.01	\$2,193.01
	\$28.38	\$28.94	\$29.52	\$30.11	\$30.71	\$31.33
7	\$55,709.46	\$56,823.65	\$57,960.12	\$59,119.33	\$60,301.71	\$61,507.75
	\$2,135.36	\$2,178.07	\$2,221.63	\$2,266.06	\$2,311.38	\$2,357.61
	\$30.51	\$31.12	\$31.74	\$32.37	\$33.02	\$33.68

8	\$60,157.92	\$61,361.07	\$62,588.30	\$63,840.06	\$65,116.86	\$66,419.20
	\$2,305.87	\$2,351.99	\$2,399.03	\$2,447.01	\$2,495.95	\$2,545.87
	\$32.94	\$33.60	\$34.27	\$34.96	\$35.66	\$36.37
9	\$65,194.77	\$66,498.67	\$67,828.64	\$69,185.21	\$70,568.92	\$71,980.29
	\$2,498.94	\$2,548.92	\$2,599.89	\$2,651.89	\$2,704.93	\$2,759.03
	\$35.70	\$36.41	\$37.14	\$37.88	\$38.64	\$39.41
10	\$70,818.91	\$72,235.29	\$73,679.99	\$75,153.59	\$76,656.66	\$78,189.80
	\$2,714.51	\$2,768.80	\$2,824.18	\$2,880.66	\$2,938.28	\$2,997.04
	\$38.78	\$39.55	\$40.35	\$41.15	\$41.98	\$42.81
11	\$77,030.61	\$78,571.22	\$80,142.65	\$81,745.50	\$83,380.41	\$85,048.02
	\$2,952.61	\$3,011.66	\$3,071.89	\$3,133.33	\$3,196.00	\$3,259.92
	\$42.18	\$43.02	\$43.88	\$44.76	\$45.66	\$46.57
12	\$83,832.38	\$85,509.03	\$87,219.21	\$88,963.59	\$90,742.86	\$92,557.72
	\$3,213.32	\$3,277.59	\$3,343.14	\$3,410.00	\$3,478.20	\$3,547.77
	\$45.90	\$46.82	\$47.76	\$48.71	\$49.69	\$50.68
13	\$91,251.20	\$93,076.22	\$94,937.75	\$96,836.50	\$98,773.23	\$100,748.70
	\$3,497.69	\$3,567.64	\$3,639.00	\$3,711.78	\$3,786.01	\$3,861.73
	\$49.97	\$50.97	\$51.99	\$53.03	\$54.09	\$55.17
Schedule "A2" - Food Services						
Effective first day of pay period which includes April 1, 2021						
	<u>1</u>	<u>2</u>	<u>3</u>			
	\$52,607.81	\$53,922.80	\$55,238.14			
Lead Cook	\$2,016.47	\$2,066.88	\$2,117.30			
	\$25.21	\$25.84	\$26.47			
	\$45,823.88	\$48,367.99	\$50,912.09			
Cook	\$1,756.44	\$1,853.96	\$1,951.48			
	\$21.96	\$23.17	\$24.39			

	\$42,397.60	\$44,232.31	\$46,066.67			
Food Services Worker	\$1,625.11	\$1,695.44	\$1,765.75			
	\$20.31	\$21.19	\$22.07			
Casual/Student Food Services Worker			\$15.24			
Effective first day of Pay Period that includes April 1, 2022						
<u>GRADE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
0	\$41,045.50	\$41,866.41	\$42,703.73	\$43,557.81	\$44,428.97	\$45,317.55
	\$1,573.29	\$1,604.75	\$1,636.85	\$1,669.59	\$1,702.98	\$1,737.04
	\$22.48	\$22.93	\$23.38	\$23.85	\$24.33	\$24.81
1	\$41,439.87	\$42,268.67	\$43,114.04	\$43,976.32	\$44,855.84	\$45,752.96
	\$1,588.40	\$1,620.17	\$1,652.58	\$1,685.63	\$1,719.34	\$1,753.73
	\$22.69	\$23.15	\$23.61	\$24.08	\$24.56	\$25.05
2	\$42,426.48	\$43,275.02	\$44,140.51	\$45,023.32	\$45,923.78	\$46,842.26
	\$1,626.22	\$1,658.75	\$1,691.92	\$1,725.76	\$1,760.27	\$1,795.48
	\$23.23	\$23.70	\$24.17	\$24.65	\$25.15	\$25.65
3	\$44,005.07	\$44,885.17	\$45,782.88	\$46,698.53	\$47,632.50	\$48,585.16
	\$1,686.73	\$1,720.46	\$1,754.87	\$1,789.97	\$1,825.77	\$1,862.29
	\$24.10	\$24.58	\$25.07	\$25.57	\$26.08	\$26.60
4	\$46,147.88	\$47,070.83	\$48,012.25	\$48,972.50	\$49,951.95	\$50,950.99
	\$1,768.86	\$1,804.24	\$1,840.33	\$1,877.13	\$1,914.67	\$1,952.97
	\$25.27	\$25.77	\$26.29	\$26.82	\$27.35	\$27.90
5	\$48,882.10	\$49,859.73	\$50,856.93	\$51,874.07	\$52,911.55	\$53,969.78
	\$1,873.67	\$1,911.14	\$1,949.36	\$1,988.35	\$2,028.12	\$2,068.68
	\$26.77	\$27.30	\$27.85	\$28.41	\$28.97	\$29.55
6	\$52,208.56	\$53,252.73	\$54,317.79	\$55,404.15	\$56,512.23	\$57,642.47
	\$2,001.17	\$2,041.19	\$2,082.02	\$2,123.66	\$2,166.13	\$2,209.45
	\$28.59	\$29.16	\$29.74	\$30.34	\$30.94	\$31.56
7	\$56,127.28	\$57,249.83	\$58,394.82	\$59,562.72	\$60,753.97	\$61,969.06

	\$2,151.38	\$2,194.40	\$2,238.29	\$2,283.06	\$2,328.72	\$2,375.29
	\$30.73	\$31.35	\$31.98	\$32.62	\$33.27	\$33.93
8	\$60,609.10	\$61,821.28	\$63,057.71	\$64,318.86	\$65,605.24	\$66,917.34
	\$2,323.17	\$2,369.63	\$2,417.02	\$2,465.36	\$2,514.67	\$2,564.96
	\$33.19	\$33.85	\$34.53	\$35.22	\$35.92	\$36.64
9	\$65,683.73	\$66,997.41	\$68,337.35	\$69,704.10	\$71,098.19	\$72,520.14
	\$2,517.68	\$2,568.03	\$2,619.39	\$2,671.78	\$2,725.22	\$2,779.72
	\$35.97	\$36.69	\$37.42	\$38.17	\$38.93	\$39.71
10	\$71,350.05	\$72,777.05	\$74,232.59	\$75,717.24	\$77,231.58	\$78,776.22
	\$2,734.87	\$2,789.57	\$2,845.36	\$2,902.27	\$2,960.31	\$3,019.52
	\$39.07	\$39.85	\$40.65	\$41.46	\$42.29	\$43.14
11	\$77,608.34	\$79,160.50	\$80,743.72	\$82,358.59	\$84,005.76	\$85,685.88
	\$2,974.75	\$3,034.25	\$3,094.93	\$3,156.83	\$3,219.97	\$3,284.37
	\$42.50	\$43.35	\$44.21	\$45.10	\$46.00	\$46.92
12	\$84,461.12	\$86,150.35	\$87,873.35	\$89,630.82	\$91,423.43	\$93,251.90
	\$3,237.42	\$3,302.17	\$3,368.21	\$3,435.58	\$3,504.29	\$3,574.38
	\$46.25	\$47.17	\$48.12	\$49.08	\$50.06	\$51.06
13	\$91,935.58	\$93,774.29	\$95,649.78	\$97,562.77	\$99,514.03	\$101,504.32
	\$3,523.92	\$3,594.40	\$3,666.29	\$3,739.61	\$3,814.41	\$3,890.69
	\$50.34	\$51.35	\$52.38	\$53.42	\$54.49	\$55.58

Schedule "A2" - Food Services

Effective first day of pay period which includes April 1, 2022

	<u>1</u>	<u>2</u>	<u>3</u>
	\$53,002.37	\$54,327.22	\$55,652.43
Lead Cook	\$2,031.60	\$2,082.38	\$2,133.18
	\$25.40	\$26.03	\$26.66
	\$46,167.56	\$48,730.75	\$51,293.93
Cook	\$1,769.62	\$1,867.87	\$1,966.11
	\$22.12	\$23.35	\$24.58
	\$42,715.58	\$44,564.05	\$46,412.17
Food Services Worker	\$1,637.30	\$1,708.15	\$1,778.99
	\$20.47	\$21.35	\$22.24
Casual/Student Food Services Worker			\$15.35

Effective first day of Pay Period that includes April 1, 2023

<u>GRADE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
0	\$41,455.96	\$42,285.07	\$43,130.77	\$43,993.39	\$44,873.26	\$45,770.73
	\$1,589.02	\$1,620.80	\$1,653.22	\$1,686.28	\$1,720.01	\$1,754.41
	\$22.70	\$23.15	\$23.62	\$24.09	\$24.57	\$25.06
1	\$41,854.27	\$42,691.36	\$43,545.18	\$44,416.08	\$45,304.40	\$46,210.49
	\$1,604.29	\$1,636.37	\$1,669.10	\$1,702.48	\$1,736.53	\$1,771.26
	\$22.92	\$23.38	\$23.84	\$24.32	\$24.81	\$25.30
2	\$42,850.74	\$43,707.77	\$44,581.92	\$45,473.55	\$46,383.02	\$47,310.68
	\$1,642.48	\$1,675.33	\$1,708.84	\$1,743.02	\$1,777.88	\$1,813.43
	\$23.46	\$23.93	\$24.41	\$24.90	\$25.40	\$25.91
3	\$44,445.12	\$45,334.02	\$46,240.71	\$47,165.52	\$48,108.83	\$49,071.01
	\$1,703.60	\$1,737.67	\$1,772.42	\$1,807.87	\$1,844.03	\$1,880.91
	\$24.34	\$24.82	\$25.32	\$25.83	\$26.34	\$26.87

4	\$46,609.36	\$47,541.54	\$48,492.37	\$49,462.23	\$50,451.47	\$51,460.50
	\$1,786.55	\$1,822.28	\$1,858.73	\$1,895.90	\$1,933.82	\$1,972.50
	\$25.52	\$26.03	\$26.55	\$27.08	\$27.63	\$28.18
5	\$49,370.92	\$50,358.33	\$51,365.50	\$52,392.81	\$53,440.67	\$54,509.48
	\$1,892.40	\$1,930.25	\$1,968.86	\$2,008.23	\$2,048.40	\$2,089.37
	\$27.03	\$27.58	\$28.13	\$28.69	\$29.26	\$29.85
6	\$52,730.65	\$53,785.26	\$54,860.97	\$55,958.19	\$57,077.35	\$58,218.89
	\$2,021.18	\$2,061.61	\$2,102.84	\$2,144.90	\$2,187.79	\$2,231.55
	\$28.87	\$29.45	\$30.04	\$30.64	\$31.25	\$31.88
7	\$56,688.55	\$57,822.33	\$58,978.77	\$60,158.35	\$61,361.51	\$62,588.75
	\$2,172.89	\$2,216.35	\$2,260.68	\$2,305.89	\$2,352.01	\$2,399.05
	\$31.04	\$31.66	\$32.30	\$32.94	\$33.60	\$34.27
8	\$61,215.19	\$62,439.49	\$63,688.29	\$64,962.05	\$66,261.29	\$67,586.51
	\$2,346.40	\$2,393.33	\$2,441.19	\$2,490.02	\$2,539.82	\$2,590.61
	\$33.52	\$34.19	\$34.87	\$35.57	\$36.28	\$37.01
9	\$66,340.57	\$67,667.38	\$69,020.72	\$70,401.14	\$71,809.17	\$73,245.34
	\$2,542.86	\$2,593.71	\$2,645.59	\$2,698.50	\$2,752.47	\$2,807.52
	\$36.33	\$37.05	\$37.79	\$38.55	\$39.32	\$40.11
10	\$72,063.55	\$73,504.82	\$74,974.92	\$76,474.41	\$78,003.90	\$79,563.98
	\$2,762.22	\$2,817.46	\$2,873.81	\$2,931.29	\$2,989.92	\$3,049.71
	\$39.46	\$40.25	\$41.05	\$41.88	\$42.71	\$43.57
11	\$78,384.42	\$79,952.11	\$81,551.16	\$83,182.18	\$84,845.82	\$86,542.74
	\$3,004.50	\$3,064.59	\$3,125.88	\$3,188.40	\$3,252.17	\$3,317.21
	\$42.92	\$43.78	\$44.66	\$45.55	\$46.46	\$47.39
12	\$85,305.73	\$87,011.85	\$88,752.08	\$90,527.13	\$92,337.66	\$94,184.42
	\$3,269.80	\$3,335.19	\$3,401.90	\$3,469.93	\$3,539.33	\$3,610.12
	\$46.71	\$47.65	\$48.60	\$49.57	\$50.56	\$51.57
13	\$92,854.94	\$94,712.03	\$96,606.28	\$98,538.40	\$100,509.17	\$102,519.36
	\$3,559.16	\$3,630.34	\$3,702.95	\$3,777.01	\$3,852.55	\$3,929.60
	\$50.85	\$51.86	\$52.90	\$53.96	\$55.04	\$56.14

Schedule "A2" - Food Services

Effective first day of pay period which includes April 1, 2023

	<u>1</u>	<u>2</u>	<u>3</u>
	\$53,532.39	\$54,870.49	\$56,208.95
Lead Cook	\$2,051.91	\$2,103.20	\$2,154.51
	\$25.65	\$26.29	\$26.93
	\$46,629.24	\$49,218.06	\$51,806.87
Cook	\$1,787.31	\$1,886.54	\$1,985.77
	\$22.34	\$23.58	\$24.82
	\$43,142.74	\$45,009.69	\$46,876.29
Food Services Worker	\$1,653.68	\$1,725.24	\$1,796.78
	\$20.67	\$21.57	\$22.46
Casual/Student Food Services Worker			\$15.50