

**Collective Agreement**

**Between**

**BRANDON UNIVERSITY**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**On behalf of**

**Local 55601**

**September 1, 2016 to August 31, 2020**

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## **Article 1 - Purpose**

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

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

- 2.01 The Employer recognizes the Public Service Alliance of Canada (PSAC), as the exclusive bargaining agent for all employees of Brandon University employed as Research Assistants, Student Assistants, Academic Residence Assistants, Student Ambassadors, Tutors and all other student employees, save and except those employees covered exclusively by existing Collective Agreements, and those excluded by the Act as described in the Certificate No. MLB 6905 issued by the Manitoba Labour Board dated October 22, 2012.
- 2.02 **The Employer shall not assign duties as specified in this Agreement to non-Employees, with the exception of when both parties agree to a workplace accommodation.**

## **Article 3 – Definitions**

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

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

“Academic Year” means from 1 September to 31 August

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

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

“Union” shall mean the Public Service Alliance of Canada **or its Local 55601, representing employees of the University who are members of the bargaining unit.**

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

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

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

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

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

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

4.01 Subject to the provisions of this Collective Agreement, the Union acknowledges the right of the Employer to operate and to manage the University in accordance with its commitments, responsibilities, and obligations as set down in the Brandon University Act, except as limited by this collective agreement.

4.02 In administering this agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

#### **Article 5 – Union Security**

5.01 Every Employee shall become a member of the Union on date of appointment as a condition of employment. The Employer shall advise

Employees that they are included in the bargaining unit represented by the Union and that their employment is subject to the terms and conditions set out in the Collective Agreement. **The Employer shall provide a Union membership card, a pre-addressed envelope, and a letter from the Union upon hire. The Employee is responsible for returning the aforementioned membership card to the Union Local's office and may use the Employer's internal mail system.**

- 5.02 The Employer recognizes the right of every Employee to participate in any lawful activities of the Union, and it shall not interfere with this right.
- 5.03 The Employer shall post the text of the Agreement on its website and will direct the new Employee to the website. **Employees will also be informed that a hard copy shall be provided from the Union office or Human Resources upon request. The cost of printing collective agreements shall be shared equally by the parties.**

#### Dues Check Off

- 5.04 The University shall deduct dues, and such other assessments as the Union may direct in writing from the first pay cheque due to the Employee and remit the same along with a list of Employees from whom deductions are made prior to the sixteenth day of the month following the calendar month in which said deduction is made, to the Head Office of the Union. **An annual statement of the Union dues, which have been deducted from their pay during the calendar year, shall be provided to each Employee on their T4 Income Tax slip by February 28 each year.**
- 5.05 Such remittance shall be accompanied by a spreadsheet that includes Employee Name, Employee number, Department Number, and dues remitted.
- 5.06 Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent earnings.
- 5.07 Deductions from pay for each Employee will be made on a bi-weekly basis as a percentage of hours pay based on hours worked.
- 5.08 The Union shall provide at least **thirty (30) calendar** days' written notice to the Employer of any change in the monthly membership dues or assessments.
- 5.09 The Union agrees to indemnify and save the Employer harmless against any and all claims or liability arising out of the application of this Article

except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

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

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 6.02 The Union agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union. To this end, the Union shall provide the Employer, in writing with the names and position titles of its Local Union Representatives. The Chief Human Resources Officer will be the initial point of contact for the Union on matters related to this Collective Agreement and will notify the Union of the subsequent point(s) of contact on a case by case basis.
- 6.03 The University agrees to allow the Union to hold meetings and conduct Union business in the University outside the working hours of the employees attending. It is also agreed that the University will assign, when required and if possible, a suitable room to the Union for this purpose.
- 6.04 The University agrees to provide the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to union affairs, meetings, and social events, subject to University Policy.
- 6.05 The University Agrees to make reasonable effort to provide the Union with an office. The office will be furnished with chairs, a meeting table and filing cabinet. The University will also provide and cover the costs of a phone line (toll denied) and set and a computer network connection.
- 6.06 Duly Authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University Property, provided such business shall not interfere with the normal operations of the University.
- 6.07 Employees shall be advised by the Employer that they are entitled to Union representation to discuss disputes and disagreement about their employment working conditions, discipline, and grievances. Upon request, an employee shall be granted said representation.
- 6.08 **The Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business, including relevant employees of the Human Resources Department, and Employer representatives on the Joint Union-Management Committee.**

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

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

### Information for the Union

- 7.02 The University shall provide the Union with the following information by the end of each month for **all Employees**:

**Full name**, Date of Birth, Telephone, BU Email Address, Permanent Mailing Address, Original Hire Date, Re-hire Date (only if they were terminated before they had another assignment), Supervisor, **Job Title**, **Classification**, Hourly Rate of Pay, and **Faculty and Department**.

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

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

- 8.01 The parties agree that there shall be no strike or lockout as defined by the *Manitoba Labour Relations Act* during the term of this Agreement.
- 8.02 Notwithstanding any other provision of this Collective Agreement, in the event that Employees other than those in the Bargaining Unit engage in a strike and establish picket lines, an Employee who feels their safety is at risk in crossing the picket line should contact their immediate supervisor to arrange for safe passage.
- 8.03 During a strike or lockout of another Employer bargaining unit, Employees who fall under the provisions of this Collective Agreement shall not be required to perform the duties of those employees.**

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

- 9.01 There shall be a Union Management Committee consisting of three (3) bargaining unit representatives appointed by the Union and three (3) representatives from the University appointed by the University.
- 9.02 The Purpose of the Committee is to review matters of mutual interest arising from the application of the Collective Agreement and to foster communications and co-operation between the Parties.

- 9.03 The Committee shall meet whenever the need arises, but in any event at least once every six (6) months.
- 9.04 The Committee shall have Co-Chairpersons appointed by the respective Parties. Each Co-Chairperson will alternatively be responsible for convening and chairing meetings of the Committee.
- 9.05 Minutes of the meeting of the Committee shall be prepared by the non-chairing Co-Chairperson and distributed to all Committee members, where reasonably practicable, within **ten (10) working** days of the meeting.

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

- 10.01 There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any **Employee** in regard to terms or conditions of employment for reasons of age, race or perceived race, ancestry, **religion, religious belief or association or activity**, creed, colour, nationality, national origin, citizenship (except as required by federal law pertaining to immigration), ethnic background or origin, political affiliation or belief or activity, **sex**, gender, **gender expression or identity**, sexual orientation, marital or family status, **source of income**, personal life-style, physical or mental disability or related characteristics, social disadvantage, or membership or activities in the Union or any other applicable characteristic as set out in the Manitoba Human Rights Code.
- 10.02 Further as set out in the Code, the parties agree that there shall be no discrimination with respect to any aspect of an employment or occupation, unless the discrimination is based upon a bona fide and reasonable requirement or qualification for the employment or occupation.
- 10.03 There shall be no Harassment in the workplace. There are two types of harassment. The first is based on prohibitive ground as defined by the Manitoba Human Rights Code such as sexual harassment. The second is Personal Harassment which is also referred to as “bullying” that may involve repeated humiliation or intimidation that adversely affects a worker’s psychological or physical well-being.
- 10.04 Complaints of Harassment and Discrimination are handled through procedures as set out in the Brandon University **Discrimination and Harassment Prevention Policy and Procedures, and Sexualized Violence Prevention Policy and Procedures**.
- 10.05 The Union retains the right to grieve at Step 2 once the process in sub-clause 10.04 has been exhausted.



- 10.06 No grievance shall be submitted to any Employer Representative who is the subject of the grievance under this Article.
- 10.07 **This article does not preclude any Employment Equity measures agreed to by the parties or required by law.**
- 10.08 **The parties acknowledge that the Employer has a duty to accommodate and the Union has an obligation to assist in that accommodation, consistent with the Manitoba Human Rights Act and the evolving jurisprudence. In situations where an Employee requires an accommodation, the Employer, the Union and the Employee shall meet and make every reasonable effort to reach the required resolution.**

#### **Article 11 - Job Postings and Selection**

- 11.01 All positions being recruited which fall within the scope of the Certificate No. MLB 6905 will be posted **on the Brandon University Careers webpage and on all designated bulletin boards accessible to employees** for a minimum of **seven (7) calendar** days prior to the date of closure in order that all employees will be able to know about the position and make written application therefore.
- 11.02 **The Employer shall make every reasonable effort to post positions prior to the Academic Term(s) for which they are needed, based on an estimate of the number and types of positions available.**
- 11.03 The job notice will contain the following information: **date of posting, job title, classification, job duties, required qualifications, title and course number (where applicable), estimate of the number of positions available, hours of work, estimated total hours of work per appointment, application deadline and procedure, starting date, salary, hiring department, length of appointment, indication that it is a unionized position and the bargaining agent is PSAC, and the University's Employment Equity statement. All postings shall be sent to the Union within two (2) working days from the date of posting.**
- 11.04 **Application**

**Applicants will be required to apply in writing on or before the closing date indicated in the job posting for any position for which they wish to be considered.**

### 11.05 Selection

The governing factors for appointment to positions within the bargaining unit are qualifications, **relevant** experience, and **documented past performance in a previous and related appointment which is demonstrably relevant to the position being sought**. Should several candidates **meet the aforementioned requirements**, then seniority will be the determining factor.

11.06 The **Employer** may directly fill positions in the following circumstances:

- (a) In the event a posted position **does not attract sufficient qualified applicants**; or
- (b) In the event of sudden departure of the incumbent that could adversely affect a work assignment outcome such as serious illness or resignation; or
- (c) In the event additional same positions become available in the same academic term in either:
  - i) the same course, for course related positions; or
  - ii) the same department, for non-course related positions.

### 11.07 Notification of Appointment

**Successful applicants will receive a signed copy of their employment agreement, which shall include: job title, classification, course number and title (where applicable), estimated total hours of work, starting date, salary, hiring department, length of appointment, the Supervisor, and identification of PSAC as the bargaining agent.**

## Article 12 – Hours of Work

12.01 **Employees who are full-time students** may not **normally** work more than 24 hours per week.

12.02 All contracts will be for a fixed duration with no entitlements or expectations beyond the contract, **unless mutually agreed to by the Employee and their Supervisor**.

12.03 **Maximum hours of work payable at straight time are eight (8) hours per day or forty (40) hours per week. Any and all hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half times (1.5x) the Employee's normal hourly**

rate of pay. As Employees may hold more than one appointment, and in more than one bargaining unit, it is incumbent on the Employee to ensure that they track and monitor their hours and advise their Supervisor(s) when their assigned hours may exceed forty (40) hours in a week.

- 12.04** All hours to be worked shall be pre-authorized by the Supervisor. Employees shall be paid for all hours worked, as per their employment agreement, unless this agreement is amended as a result of a change agreed to by the Supervisor and Employee. Where an Employee is authorized to work in excess of the initial assigned hours, the Employee shall be paid for the excess work.
- 12.05** The parties agree that it is the exclusive function of the Employer to develop and distribute work assignments. However, the Supervisor, in consultation with the Employee, shall ensure that assigned duties are understood, and deadlines and responsibilities can reasonably be completed within the allocated time and in accordance with this Article. All duties of the Employee, included preparation time, if applicable, shall be included in the calculation of the hours allocated for the assignment.
- 12.06** The Supervisor shall be responsible for meeting with an Employee at the beginning of the appointment and at another point during their appointment, for the purpose of conducting a review of the Employee's assigned duties and ensuring the Employee's hours of work continue to be appropriate.
- 12.07** Where an Employee has reason to believe that they may be unable to perform the duties specified in the employment agreement within the hours specified therein, the Employee shall notify their Supervisor without delay from the point at which they ought to have reasonably known about the discrepancy. The Employee and the Supervisor shall then come to mutual agreement on how the remainder of the Employee's allocated hours shall be spent.
- 12.08** If a shift is cancelled by the Employer, every effort will be made to assign the Employee alternative work. However, if this is not possible, and less than forty-eight (48) hours' notice of the cancellation is given, the Employee shall be compensated for the number of hours they were scheduled to work.

#### **Work Schedule for Student Ambassadors**

- 12.09** The Employer shall send Employees the list of available shifts for the following week at a fixed time every week. Employees shall be given

forty-eight (48) hours to reply, indicating the shifts they are available to work, and the Employer shall allocate any given shift to the most senior qualified Employee who is available.

The only exceptions to this process shall be as follows:

- (a) Specific qualifications/criteria are required for a particular tour (eg. self-declared Indigenous student to give a group of prospective Indigenous students a tour, or a nursing student to give a tour to a prospective nursing student for a day; or
- (b) Tour bookings are made less than one (1) week in advance; or
- (c) An Employee provides less than one week's notice that they are unable to work their scheduled shift.

In these cases, the Employer may fill the shift with the first qualified Employee who confirms their availability.

#### **Article 13 – Meal Break**

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

#### **Article 14 – Seniority**

- 14.01 "Seniority", as referred to in this agreement, shall mean length of continuous employment with Brandon University. Seniority shall accumulate based on the total number of hours worked from the first date of hire with the University.
- 14.02 The Employer will maintain one (1) seniority list, for all employees in the bargaining unit. The list shall show the name, hours of seniority and department/unit of each employee. **Seniority Lists will be updated every six (6) months and issued August 31 (June 30 cut-off) and February 28 (December 31 cut-off).** Seniority lists shall be posted on the Human Resources webpage and outside the Human Resources Office. **When seniority lists are posted, Employees will be notified by email communication through the Employer's listserve.** An electronic copy of the list shall be given to the Local Union Representative.
- 14.03 An Employee shall have thirty (30) calendar days from the posting of **each** seniority list containing their name to advise the Employer, in writing, of any errors with respect to their respective seniority date. Thereafter, the Employee shall be deemed to have accepted the seniority date posted.

- 14.04 Where two (2) or more Employees have the same seniority date, they shall be placed on the seniority list in an order determined by lottery. The lottery will be conducted by the Employer with a Local Union Representative present.

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

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

## **Article 16 – Personnel Files**

- 16.01 Employees shall have the right to review their employment file by submitting such request in writing to Human Resources. An appointment to review the file will be arranged, normally within two (2) working days of receipt of such request. The Employee may be accompanied by a Union Representative if they so wish.
- 16.02 Upon request, a representative of the Union shall have the right to examine the personnel file of an Employee in the latter's absence, if such representative has the necessary form from Human Resources with an original signature of the Employee.

- 16.03 Records of discipline shall be removed from an Employee's file after one year from the date of such discipline, provided that no further discipline has been recorded within that period.

## **Article 17 – Grievance Procedure**

- 17.01 Should a dispute arise between the Union and the University, a good faith effort shall be made to settle the dispute in accordance with the provisions of this Article.
- 17.02 For the purpose of the Agreement, a grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 17.03 A grievance may be one of the following types:
- (a) Individual grievance: an individual Employee grieves against the University;
  - (b) Group grievance: two or more Employees grieve against the University for the same or similar reason, or based on the same or similar event, transaction or decision;
  - (c) Union or policy grievance: the PSAC grieves against the University's interpretation, application, administration or alleged violation of this Agreement.
- 17.04 Group grievances, Union policy grievances, University grievances, suspension and dismissal grievances, and grievances where the Department Head is the Employment Supervisor or the employee grieving is in a non-Departmentalized Faculty, shall be initiated at Step Two of the grievance procedure.
- 17.05 The grievor shall be entitled to Union representation.
- 17.06 The parties agree that it is preferable to resolve problems through discussions among those persons directly concerned before submitting a grievance. To this effort, the Employee is normally required to discuss any differences(s) with his or her Supervisor as soon as possible after the Employee becomes aware of the incident giving rise to the difference(s) upon request the employee may have a Union representative present at such meetings and the Union representative shall not act as spokesperson during the meeting.
- 17.07 The Grievance procedure shall be as follows:

### Step 1

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

### Step 2

Failing a satisfactory settlement being reached at Step 1, the Union may submit the grievance in writing to the Chief Human Resources Officer (CHRO) and the Administrator, within **twenty (20) working** days of the Union receiving the reply at Step 1. The CHRO and Administrator shall convene a grievance resolution meeting of the two Parties who shall make a good faith effort to resolve the grievance. The Administrator shall provide a written decision within ten (10) **working** days of receipt of the grievance.

### Step 3

Failing a satisfactory settlement being reached, the Union may decide to take the grievance to arbitration and shall notify the CHRO and Administrator in writing of its intent to submit the grievance to arbitration within **twenty (20) working** days of the Union receiving the response at Step 2.

## 17.08 University Grievances

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

## **Article 18 – Arbitration**

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

18.02

**The Parties agree that the following persons shall serve as the sole arbitrator on a rotating basis:**

- (a) Michael Werier**
- (b) William Hamilton**
- (c) Martin Friedman**
- (d) Blair Graham**

**The arbitrators specified above shall serve in rotation according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, the next person on the list shall be selected until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement, the Parties may select an arbitrator not on the list.**

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

18.04 **Each party shall bear the costs of bringing its case to arbitration. Each Party shall be responsible for their own expenses of preparing and presenting the case to arbitration, subject to the award of costs by the arbitrator as part of the remedy. The costs of the arbitration, including the remuneration of the arbitrator, shall be shared equally by both Parties.**

## **Article 19 – Health and Safety**

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

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

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

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



- 19.05 Every Employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect their safety and health and the safety and health of any other persons who may be affected by their acts or omissions at work.
- 19.06 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, 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 her supervisor.
  - (b) The supervisor, upon being notified under (a) above, shall inspect the condition with the Employee and discuss the Employee's reasons for believing the condition to be dangerous. The co-chairpersons of the Health and Safety Committee may be asked to participate.
  - (c) If the Employee is not satisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the Employee shall contact, in writing or by telephone, the Workplace Safety and Health Division without delay.
  - (d) If the Employee refuses to work because of their belief that the condition is dangerous, they must be available to perform other work assigned to them.
- 19.07 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described herein.
- 19.08 Disciplinary action shall not be taken against an Employee solely for the reason that:
- (a) 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.
- 19.09 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 20 – Designated Paid Holidays**

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

New Year's Day  
Civic Holiday  
Louis Riel Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

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

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

## **Article 21 - Maternity Leave**

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

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

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

- (i) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 21.01(ii); or

(ii) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 21.01(ii) and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;

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

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

21.04 Extension of Maternity Leave With Leave of Absence Without Pay

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

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

**Article 22 - Parental Leave**

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

(i) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave;

(ii) Become the parent of their newborn or newly adopted child.

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

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

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

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

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

#### **23.02 Jury Duty**

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

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

#### **23.03 Bereavement Leave**

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

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

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

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

#### 23.04 Compassionate Care Leave

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

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

**An Employee shall receive compassionate care leave without pay up to twenty-eight (28) weeks in accordance with Employment Standards Act.**

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

#### 23.06 Sick Leave

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

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

#### 23.07 Leave for Union Business

The Employer shall grant leave without pay to allow an Employee or Employees to participate in Union Business, **including negotiations.**

#### 23.08 Religious and Cultural Leave

**The Employer recognizes that the Employee is entitled to unpaid leave to observe their spiritual, cultural and holy practices. Employees shall provide written notice to their Supervisor at least ten (10) days in advance of the absence and in the notice ensure that information as to the nature of the spiritual, cultural or holy practice is provided so that the Employer can ensure the request requires accommodation. The Supervisor shall make every reasonable effort, given the**

operational requirements, not to disadvantage the Employee as a result of taking the unpaid leave.

**23.09 Domestic Violence Leave**

An Employee who is a victim of domestic violence is entitled to leave with or without pay in accordance with the Employment Standards Act.

**23.10 Family Leave**

An Employee is entitled to family leave without pay, in accordance with the Employment Standards Act.

**Article 24 – Orientation and Training**

**24.01** The Employer shall provide a one (1) hour online orientation session for new Employees no later than January 1, 2018. The Union shall be entitled to provide an overview of the role of the Union. Employees shall complete the orientation upon initial appointment and shall be paid one (1) hour at their applicable hourly rate upon completion of the orientation.

**24.02** The Employer shall provide job specific training to Employees related to their duties and responsibilities, as required. Such training may be provided either by program, department, faculty or university-wide. Time spent attending training shall be considered time worked.

**Article 25 - Employment Equity**

**25.01** The Employer and the Union recognize and endorse the principle of employment equity and agree to cooperate in the identification and removal of artificial barriers in the selection, hiring, training and promotion of women, Aboriginal peoples, persons with disabilities and racialized groups, as well as to cooperate in the identification and implementation of steps (providing that none of the terms and conditions of the Agreement are violated) to improve the employment status of these designated target groups by increasing their participation in all levels of employment within the Bargaining Unit.

## **Article 26 – Duration and Renewal**

- 26.01 This Agreement shall be effective retroactively from the 1st day of September, **2016** and shall continue in force for four (4) years **until 31<sup>st</sup> day of August 2020** 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.
- 26.02 For administrative purposes, the conditions of this Agreement shall be considered to be in effect on the date of signing unless otherwise provided herein.
- 26.03 If, during the term of this Agreement, the Parties hereto shall mutually agree on a change, amendment or alteration of any of the provisions of this Agreement, or if the Parties shall mutually agree on any additional conditions of employment, then the same may be added to this Agreement in the form of a supplement hereto and shall henceforth become part of this Agreement.

## **Article 27 - Wages and Pay Administration**

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

### **Wages and Classifications (Effective September 1, 2016)**

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

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

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

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

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

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

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

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

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

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

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

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

**5. Research Assistant IV**

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

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

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

Student Residence Assistant – **\$3,641.60 to \$4,161.60** depending on the residence for fall and winter term

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

Spring/Summer Residence Assistant - **\$780.30 per month**

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

**Wages and Classifications (Effective September 1, 2017)**

**1. Student Assistant I**

Jobs requiring no or little advanced skills and judgment – no advanced training and/or specialized experience required. Work under close



supervision. (E.g. manual labour; marking multiple-choice questions from a marking guide; student library assistants (supervised))

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

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

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

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

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

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

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

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

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

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

**5. Research Assistant IV**

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

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

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

Student Residence Assistant – **\$3,641.40 to \$4,161.60** depending on the residence for fall and winter term

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

Spring/Summer Residence Assistant - **\$780.30 per month**

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

### **Wages and Classifications (Effective September 1, 2018)**

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

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

RATE: **\$11.27** per hour (plus 6% vacation pay)

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

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

RATE: **\$11.80** per hour (plus 6% vacation pay)

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

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

RATE: **\$12.85** per hour (plus 6% vacation pay)

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

Jobs requiring considerable advanced skills and judgment – extensive advanced training, demonstrated normally by enrollment in a Graduate Program, a graduate degree, and specialized experience required. (E.g.

initiating research and consulting work, tutoring students (3 or more students)

RATE: **\$15.48** per hour (plus 6% vacation pay)

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

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

RATE: **\$21.75** per hour (plus 6% vacation pay)

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

Student Residence Assistant – **\$3,668.71 to \$4,192.81** depending on the residence for fall and winter term

Academic Residence Assistant - **\$786.15** for each of fall and winter Term

Spring/Summer Residence Assistant - **\$786.15 per month**

Residence Council Presidents - (3) **\$838.56** per academic term

#### **Wages and Classifications (Effective September 1, 2019)**

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

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

RATE: **\$11.38** per hour (plus 6% vacation pay)

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

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

RATE: **\$11.92** per hour (plus 6% vacation pay)

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

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

RATE: **\$12.98** per hour (plus 6% vacation pay)

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

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

RATE: **\$15.63** per hour (plus 6% vacation pay)

**5. Research Assistant IV**

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

RATE: **\$21.97** per hour (plus 6% vacation pay)

**Lump Sum Payment with No Hours reported**

Student Residence Assistant – **\$3,705.40 to \$4234.74** depending on the residence for fall and winter term

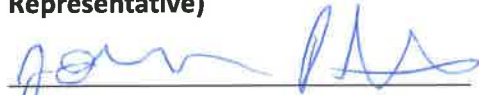
Academic Residence Assistant - **\$794.01** for each of fall and winter Term

Spring/Summer Residence Assistant - **\$794.01 per month**

Residence Council Presidents - (3) **\$846.95** per academic term

**PSAC Negotiators:**

  
**Mathieu Brûlé (Spokesperson & Regional Representative)**

  
**Jordan Plante**

  
**Shaya Smith**


**Board Negotiators:**


  
**Karen MacDonald (Spokesperson)**

  
**Scott Lamont**

  
**Andrea Cruise**

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

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

  
**Derrick Stewart, Chair  
Board of Governors  
Brandon University**

  
**Steven Robinson  
Interim President & Vice-Chancellor  
Brandon University**

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

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

Therefore:

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

  
Mathieu Brûlé, PSAC

  
Karen MacDonald, Brandon University

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

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

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



Mathieu Brûlé, PSAC



Karen MacDonald, Brandon University

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

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



Mathieu Brûlé, PSAC



Karen MacDonald, Brandon University



**Letter of Understanding between Brandon University and the Public Service Alliance of Canada #4: Classification and Job Descriptions**

- 1. The Employer shall not amend the classification plan during the life of the agreement without the agreement of the Union.**
- 2. The Employer shall better define the nature of the work being performed in the bargaining unit. This will include developing generic job descriptions for at least three quarters (3/4) of the positions within the unit based on the actual work being performed and assigning them to the existing classifications.**
- 3. The Employer will provide copies of job descriptions, including classifications, to the Union, as they are completed.**
- 4. The Employer shall complete this work within the term of the collective agreement.**
- 5. No Employee shall see a decrease in their rate of pay as a result of their position being reclassified. Any Employee paid at a higher rate than the revised rate shall remain at their higher wage rate until the rate for the revised classification reaches or surpasses their higher rate or they accept a different position.**
- 6. The Union reserves the right to grieve under Article 17 where the Union believes the Employer has not acted reasonably in this process.**

  
Mathieu Brûlé, PSAC

  
Karen MacDonald, Brandon University



## Memorandum of Agreement

Between

Brandon University

And

Public Service Alliance of Canada, Local 55601

Based on the new provisions of the federal parental leave program, the parties agree on a without prejudice or precedent basis to the following wording change as follows:

### **Article 21.04 Extension of Maternity Leave With Leave of Absence Without Pay**

An Employee who has been granted a Maternity Leave or Parental Leave shall, upon written application for such additional leave, be granted an additional contiguous leave without pay such that the total length of the Maternity Leave or Parental Leave plus the additional leave without pay is less than or equal to **seventy-eight (78) weeks**.

### **Article 22.02**

An Employee who qualifies is entitled to and shall be granted Parental Leave without pay consisting of a period not exceeding **sixty-one (61) weeks** taken in one consecutive period.

Brandon University

Per: K. MacDonald  
(Signature)

Date: Mar 26/18

Public Service Alliance of Canada

per: Matthew Rie  
(Signature)

Date: April 4, 2018

