

# **Collective Agreement**

*between*

**The Seine River School Division**

*- and -*

**The Manitoba Government and General  
Employees' Union**

*representing*

**Seine River School Division Educational  
Assistants**

**July 1, 2008 to June 30, 2011**

## Table of Contents

<b>Article 1</b>	<b>Interpretation and Definitions .....</b>	<b>2</b>
<b>Article 2</b>	<b>Scope of Agreement .....</b>	<b>2</b>
<b>Article 3</b>	<b>Duration, Revision and Termination.....</b>	<b>2</b>
<b>Article 4</b>	<b>Management Rights .....</b>	<b>3</b>
<b>Article 5</b>	<b>Union Business and Union Security .....</b>	<b>3</b>
<b>Article 6</b>	<b>Probationary Period.....</b>	<b>5</b>
<b>Article 7</b>	<b>Part-time or Temporary Employees .....</b>	<b>5</b>
<b>Article 8</b>	<b>Posting and Filling of Positions .....</b>	<b>6</b>
<b>Article 9</b>	<b>Seniority .....</b>	<b>6</b>
<b>Article 10</b>	<b>Layoff and Recall.....</b>	<b>8</b>
<b>Article 11</b>	<b>Contracting Out of Work .....</b>	<b>10</b>
<b>Article 12</b>	<b>Hours of Work .....</b>	<b>10</b>
<b>Article 13</b>	<b>Overtime.....</b>	<b>11</b>
<b>Article 14</b>	<b>Grievance Procedure.....</b>	<b>11</b>
<b>Article 15</b>	<b>Vacations .....</b>	<b>12</b>
<b>Article 16</b>	<b>Statutory Holidays.....</b>	<b>13</b>
<b>Article 17</b>	<b>Sick Leave.....</b>	<b>13</b>
<b>Article 18</b>	<b>Family Leave .....</b>	<b>14</b>
<b>Article 19</b>	<b>Compassionate Leave.....</b>	<b>14</b>
<b>Article 20</b>	<b>Maternity, Adoptive, Parental Leave .....</b>	<b>14</b>
<b>Article 21</b>	<b>Professional Development/Training Days .....</b>	<b>15</b>
<b>Article 22</b>	<b>Liability .....</b>	<b>15</b>
<b>Article 23</b>	<b>Termination or Resignation .....</b>	<b>15</b>
<b>Article 24</b>	<b>Use of Personal Vehicle .....</b>	<b>16</b>
<b>Article 25</b>	<b>Academic/Long Service Allowance .....</b>	<b>16</b>
<b>Article 26</b>	<b>Benefits .....</b>	<b>17</b>
<b>Article 27</b>	<b>Retroactive Wages.....</b>	<b>18</b>
<b>Article 28</b>	<b>Payment of Salary.....</b>	<b>18</b>
<b>Article 29</b>	<b>Employee Evaluations.....</b>	<b>18</b>
<b>Article 30</b>	<b>No Discrimination .....</b>	<b>19</b>
<b>Article 31</b>	<b>Health and Safety.....</b>	<b>19</b>
<b>Article 32</b>	<b>Duty to Accommodate.....</b>	<b>19</b>

**Article 33 Bridging Of Service.....20**  
**Article 34 Remuneration.....21**  
**Memorandum of Understanding - School Bus Monitor Duties.....22**  
**Memorandum of Understanding - Education Equivalency  
Program .....24**  
**Letter of Intent No. 1 - Labour Management Committee .....25**

**\* All changes to the agreement appear in bold\***

## Alphabetical Table of Contents

Article 25 Academic/Long Service Allowance .....	14
Article 26 Benefits .....	15
Article 33 Bridging Of Service.....	17
Article 19 Compassionate Leave.....	12
Article 11 Contracting Out of Work .....	9
Article 3 Duration, Revision and Termination.....	2
Article 32 Duty to Accommodate.....	17
Article 29 Employee Evaluations.....	16
Article 18 Family Leave .....	12
Article 14 Grievance Procedure.....	10
Article 31 Health and Safety.....	16
Article 12 Hours of Work .....	9
Article 1 Interpretation and Definitions .....	2
Article 10 Layoff and Recall.....	7
Letter of Intent No. 1 - Labour Management Committee .....	22
Article 22 Liability.....	13
Article 4 Management Rights .....	3
Article 20 Maternity, Adoptive, Parental Leave .....	13
Memorandum of Understanding - Education Equivalency Program.....	21
Memorandum of Understanding - School Bus Monitor Duties .....	20
Article 30 No Discrimination .....	16
Article 13 Overtime.....	9
Article 7 Part-time or Temporary Employees .....	5
Article 28 Payment of Salary.....	16
Article 8 Posting and Filling of Positions .....	5
Article 6 Probationary Period.....	5
Article 21 Professional Development/Training Days .....	13
Article 34 Remuneration.....	18
Article 27 Retroactive Wages.....	15
Article 2 Scope of Agreement .....	2
Article 9 Seniority .....	6
Article 17 Sick Leave.....	12

**Article 16 Statutory Holidays.....11**  
**Article 23 Termination or Resignation .....13**  
**Article 5 Union Business and Union Security ..... 3**  
**Article 24 Use of Personal Vehicle .....14**  
**Article 15 Vacations .....11**

**\* All changes to the agreement appear in bold\***

This Agreement made this 13 day of October 2009.

between:

**The Seine River School Division**

(hereinafter referred to as the "Employer")

**and**

**The Manitoba Government and General Employees' Union**

representing the **Educational Assistants**

(hereinafter referred to as the "Union")

WHEREAS the primary purpose and concern of the Employer is the education of children in the community, rendered both directly through the teaching staff and indirectly through its auxiliary personnel, it is clearly understood that, at all times and under all circumstances, first consideration will be given to the educational needs of the community;

AND WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Employer and the Union, to promote co-operation and understanding between the Employer and its employees, to recognize the value of joint discussions and negotiations in matters pertaining to working conditions and wage scales, to encourage efficiency in operations, and to promote the morale and well-being of all employees in the bargaining unit hereafter described;

AND WHEREAS the Employer and the Union have agreed to enter a collective agreement containing the following terms and conditions;

NOW THEREFORE the Employer and the Union agree as follows:

## **Article 1 Interpretation and Definitions**

- 1:01** In this agreement, the masculine shall be constructed as including the feminine, the feminine as including the masculine, the singular shall be construed as including the plural, and singular, where applied.
- 1:02** A "part-time" employee is one who works less than the regular daily or weekly hours as set out in Article 12.
- 1:03** "Temporary" employee means an employee hired for a pre-planned absence, for a specific period of time or for the completion of a specific job or until the occurrence of a specified event.
- 1:04** Vacancy - means a position which becomes available as a result of the incumbent leaving the employ of Seine River School Division.
- 1:05** Temporary Vacancy - means a position where it is known that the incumbent will be absent for 2 months or more.

## **Article 2 Scope of Agreement**

- 2:01** The agreement is made to cover all employees performing the function of Educational Assistant within the Seine River School Division who are members of the bargaining unit as defined by certificate no. MLB-5769 dated July 31, 2001.

## **Article 3 Duration, Revision and Termination**

- 3:01** This agreement shall come into force and take effect as from the first day of July **2008** and shall remain in force until the thirtieth day of June **2011** and shall thereafter automatically renew itself from year to year unless either party gives the other written notice, by registered mail, of the desire to revise or terminate this agreement on or before the thirty-first day of March of the calendar year in which termination or amendment is desired. Within 35 days of receipt of such notice, or such later time as mutually agreed, the other party is required to enter into negotiations for a renewal or revision of the agreement.

## **Article 4 Management Rights**

- 4:01** Subject to the provisions of this agreement, the operation of the schools and direction of the employees, including the right to hire, discipline or discharge for just cause, to assign to jobs, to classify, to promote, to transfer for cause employees among the schools, to increase, decrease or reorganize the staff, both permanent and temporary, to determine the services necessary for the most efficient operation of the schools, is clearly a function of Management and is vested exclusively in the Board. The exercise of the foregoing powers, rights authority, duties and responsibilities of the Board shall be subject to the terms of this agreement and in conformance with the laws of the Province of Manitoba.
- 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 Business and Union Security**

- 5:01** Union dues shall be deducted by the Employer each pay period in accordance with the current scale of dues from the wages of the employee, it being understood that every employee shall be subject to pay union dues as a condition of his employment. Where employees receive a percentage of earnings as vacation pay, such payments are considered earnings for purposes of Union dues deductions.
- 5:02** Union dues shall be remitted monthly to the Union. When forwarding the initial payment, the Employer will submit a list of employees giving name, addresses, social insurance number, date of hire and indicating the fee for each and the amount deducted. As deductions progress, the Employer will advise of any additions, deletions or adjustments.
- 5:03** Every full-time and part-time employee entering the bargaining unit shall, within thirty (30) days of entering the bargaining unit, sign an application for Union membership card. The Employer shall provide employees with a Union membership application card at the point of hire.

**5:04 Union Orientation**

The Employer shall provide the President or Chief Steward the names of new employees by the end of the month in which employment commences. An elected Table Officer, Steward, or Staff Representative or designate shall have up to fifteen (15) minutes at a time mutually agreeable with the Employer, to acquaint new employees falling within the scope of this Agreement with the fact that a Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

**5:05 Bulletin Boards**

Space on existing bulletin boards for the use of the Union will be provided by the Employer for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The employing authority or designate shall have the right to refuse to post or remove the posting of any information.

**5:06 Union Representation**

An employee has the right to Union Representation at any meeting with the Employer, which may result in the discipline of the employee. A reasonable period of time shall be provided for the employee to obtain such representation.

The Union agrees to provide the Employer with a list of Stewards and any subsequent changes.

Local Union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted the necessary time off without loss of pay to meet with the Employer for the purpose of processing grievances. Such permission should not be unreasonably held.

When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of basic pay or benefits shall be three (3) representatives.

**5:07 Leave of Absence**

**An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence. Except in the case of emergency, at least three (3) day advance notice of request of such leave will be given by the employee or the Union.**

**Article 6 Probationary Period**

- 6:01** New employees shall be on probation for a period of six (6) consecutive months from the date of hiring and their employment may be terminated at any time during this period. Periods of layoff or unpaid absences will not be counted towards satisfying the probationary period of six consecutive months from the date of hire. The probationary period will be extended by the period(s) of layoff or unpaid leaves of absence. An employee terminated while on probation shall have the right to appeal to the Board, at its next scheduled meeting, whose decision shall be final.
- 6:02** Probationary employees will receive feedback during the probationary period and shall be formally evaluated prior to the end of the probation period.
- 6:03** **All probationary employees hired after the start of the school year shall receive up to one half (½ ) day orientation in their designated school.**

**Article 7 Part-time or Temporary Employees**

- 7:01** Part-time and temporary employees shall be regarded as coming under this agreement and shall be entitled to the same benefits as regular full-time employees, but on a pro-rata basis. Temporary employees shall not be entitled to Group Insurance, Dental Services or RSP Benefits.

## **Article 8      Posting and Filling of Positions**

- 8:01** All vacancies, temporary vacancies and new positions subsequently opened which come under the scope of this agreement, shall be advertised for a period of three (3) working days in each school. A copy of the posting will be sent to and posted in each school, **in addition a copy of every posting will be emailed to a Union contact in each school.** The bulletin shall show location, title, rate of pay and hours of work of the position being advertised. Notice of vacancies that take place during July and August will be mailed to the employees most recent home address filed with the Employer. Employees seeking the posted position(s) shall file his/her application with the Principal of the school where the position exists on or before the closing date specified in the posting.
- 8:02** Positions shall not be posted for competition until any laid off employees have been given opportunity for recall in accordance with Article 10:05.
- 8:03** Subject to Article 10:05, in filling a vacant or new position, ability to meet the requirements of the position shall be the main criterion. When ability and qualifications of applicants are relatively equal, seniority shall prevail.
- 8:04** An employee not in lay-off status who successfully bids on a posting for a temporary vacancy becomes a temporary employee subject to lay-off when the permanent incumbent returns to the position.
- 8:05** **An employee who applies for a posted vacancy and is unsuccessful shall be given the reasons in writing, upon request. The reasons in writing shall be provided to the employee within ten (10) working days.**

## **Article 9      Seniority**

- 9:01** (a) Subject to the provisions of this article, seniority shall mean service with the Board starting from the date of first hire into a permanent position in this bargaining unit, applied retroactively to all bargaining unit members. Prior continuous employment with the Board will be recognized for purpose of vacation pay, sick leave accrual and any other long service benefits.

(b) Where hired from a temporary to a permanent position in this bargaining unit with no break in service, seniority will be backdated to the start of the temporary appointment.

**9:02** After the probationary period a new employee shall receive credit for seniority calculated from the date upon which he/she commenced employment with the Board. The seniority of present employees shall date from the time they first entered the service of the Board.

**9:03** Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on any period of paid income protection;
- (c) Is on any period of paid vacation;
- (d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) Is on any period of full disability benefits up to one (1) year;
- (f) Has periods of lay-off less than twelve (12) continuous months in duration;
- (g) Is on maternity leave and/or parental leave;
- (h) Is on compassionate care leave.

**9:04** Seniority will terminate if an employee:

- (a) Resigns;
- (b) Is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) Is laid off and fails to report for duty when recalled pursuant to Article 9
- (d) Is laid off for more than twelve (12) months;
- (e) Fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, without an explanation satisfactory to the Board;
- (f) Is promoted or transferred outside the bargaining unit.

**9:05** The Union shall be provided with an updated seniority list showing each person's seniority as at June 30th each year. The seniority list shall be posted in each school in September of each year. Temporary employees shall be denoted on the list with a "T" but shall not be eligible to exercise seniority rights.

## **Article 10      Layoff and Recall**

- 10:01** For purposes of this Article a “lay-off” means a reduction of employment for an employee occurring as a result of a reduction of two and one half (2.5) hours or more per day.
- 10:02** Subject to Articles 9:03 and 9:04, seniority shall be calculated on the basis of service with the Division starting from the date of hire into a permanent position in this bargaining unit. Periods of lay-off shall be included in the definition of seniority.
- 10:03** In the event of a lay-off, employees shall receive a minimum of two (2) weeks notice or pay in lieu of such notice. More than two (2) weeks shall be given where practicable. Written notice shall be given by personal service or by registered mail to the employee(s) concerned, and a copy of the notice shall be forwarded to the Union President. Where feasible, employees shall be provided with a scheduled recall date in the notice of lay-off.
- 10:04** An employee designated for lay-off may exercise seniority rights by displacing a junior employee within his/her school with the same or fewer hours, and an employee so displaced may exercise similar seniority rights within the school, subject to the following:
- (a) The employee seeking to bump must be qualified and able to do the remaining work
  - (b) A temporary employee cannot displace a permanent employee
  - (c) A displaced employee must be given two (2) weeks notice of lay-off
  - (d) An Educational Assistant assigned to a Level 2 or Level 3 child can be bumped unless the action is deemed by the employer to be detrimental to the child.
- 10:05** Educational Assistants laid off in accordance with Sections :03 and :04 shall be entitled to be recalled to positions within the Division on the following basis:
- (a) Employees shall be first recalled on a seniority basis to their former position or to similar available Educational Assistant positions within the school from which they were laid off.

- (b) Employees not recalled to their former school in accordance with (a) above shall be offered opportunities for recall to any available positions in the Division which may remain after the procedure in (a) has been followed by all schools.
- (c) Recall to positions other than the specific assignment held by the employee prior to lay-off shall be on the basis of seniority, provided the employee(s) possess the ability, skills, knowledge and qualifications to perform the available work.

**10:06** No new employees shall be hired until those laid off have been given the opportunity for recall in accordance with :05 above, or to bid on vacant or new positions which become available after the recall process has been completed. Selection of laid off employees for vacant or new positions shall be on the basis of seniority, provided the employees possess the ability, skill, knowledge and qualifications to perform the required work.

**10:07** To be eligible for recall, prior to the employee's last day before being placed on lay-off status, the employee must provide the Employer with their current address and phone number, and further, during the lay-off period, must inform the Employer immediately of any changes.

**10:08** An employee will be recalled by mail or personal service. Where the recall is prior to the start of the school year, the employee must reply to the Division within five (5) days indicating his/her intentions with regard to return to work. Where the recall is during the school year, the employee must reply prior to 4:00 p.m. of the next school day. The employee must be prepared to return at the time and date designated by the Division.

**10:09** An employee who is laid off and elects to work in a temporary position shall have his recall period extended up to a maximum of one year on an equivalent basis. For purposes of this section, a temporary position means being employed for more than one pay period to cover a pre-planned absence, for a specific period of time, or for the completion of a specific job or until the occurrence of a specified event.

**10:10** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:

- (a) If the person did not communicate with the Employer as specified in Clauses :07 and :08;

- (b) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer;
- (c) A twelve (12) month period has elapsed since the date of lay-off, or such extension of recall as provided in Clause :07.

## **Article 11 Contracting Out of Work**

**11:01** No bargaining unit employees shall be laid off as a result of the employer contracting out any of its present work or services.

## **Article 12 Hours of Work**

**12:01** The parties recognize that the hours of work and duration of employment for Educational Assistants may vary within schools and from school to school, depending on educational needs. It is further recognized that first priority for allocation of any increased hours or terms of employment will be given to senior employees who meet the requirements of the position.

**12:02** Employees may be assigned up to 7 hours of regular duty per day, which includes 2 paid 15 minute breaks and may include student lunch supervision. Time attending required staff meetings after normal school hours shall be compensated at straight time in the form paid time.

**12:03** Employees shall receive an uninterrupted unpaid break period of one half hour ( $\frac{1}{2}$  hour) when assigned more than four (4) hours of duty in a day.

**12:04** Employees scheduled to work four (4) hours or less per day shall have the option to take a paid fifteen (15) minute rest period, at a time mutually agreed between the employee and his/her supervisor.

**12:05** Employees scheduled to work more than four (4) hours in a day have the option to take two (2) paid fifteen (15) minute rest periods, at times mutually agreeable between the employee and his/her supervisor.

## **Article 13 Overtime**

- 13:01** All overtime must be authorized by the school Principal.
- 13:02** Overtime shall be paid at time and one half (1.5) the employees regular hourly rate for all duties assigned beyond 7 hours per day or for all authorized work performed on a Saturday or Sunday or Statutory Holiday.
- 13:03** **By mutual agreement between the Employer and the employee, overtime may be compensated for by the granting of equivalent time off at applicable overtime rates.**

## **Article 14 Grievance Procedure**

- 14:01** Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this agreement, an earnest effort shall be made to resolve the issue in the following manner:

### Step 1

The aggrieved employee(s) shall submit the grievance orally or in writing to the principal.

### Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the employee(s) concerned, together with the Union Representative, may submit to the Superintendent or designate within five (5) working days a written statement of the particulars of the complaint and the redress sought.

### Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Union Representative, will submit to the Board within five (5) working days a written statement of the particulars of the complaint and the redress sought. The Board shall render its decision within three (3) working days following the regular Board meeting falling immediately after receipt of said written complaint.

#### Step 4

Failing satisfactory settlement being reached in Step 3, the Union may, on giving ten (10) days notice in writing to the Board of its intentions, refer the dispute to arbitration under the following procedure.

- 14:02** The Board and the Union shall, within seven (7) days after the expiration of the ten (10) days notice, appoint an arbitrator. These two arbitrators, within a further period of seven (7) days after their appointment, shall meet and select a chairperson mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairperson within the required seven days, either party may request the Chief of Justice of Manitoba to make the appointment of a chairperson. Except as herein provided the Arbitration Act shall apply.
- 14:03** All grievances shall be submitted within ten (10) working days of the alleged incident. In the event of a grievance while an employee is on approved leave of absence from work, such grievance shall be lodged within ten (10) days of the said employee returning to work. In the event that the time limit for the submission of a grievance is not adhered to without reasonable excuse, the grievance shall be deemed to have been abandoned and the grievor shall have no recourse.
- 14:04** The decision of the Arbitration Board shall be final and binding on both parties, but in no event shall the Board of Arbitration alter, modify or amend this agreement in any respect.
- 14:05** Nothing herein shall prohibit the parties from mutually agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an Arbitration Board shall apply mutatis mutandis to the single arbitrator.

### **Article 15    Vacations**

- 15:01** The vacation benefit equivalent to a percentage of earnings will be paid on each pay period as follows:
- (a) Up to two (2) years of service (4%)
  - (b) After two (2) years up to eight (8) years of service (6%)
  - (c) After eight (8) years of service (8%)

Changes to the vacation entitlement specified above will be implemented on the first day of the month following the employee's anniversary of employment with the Division.

## **Article 16 Statutory Holidays**

**16:01** The following holidays shall be observed and compensated for in time off with pay based on an employee's regular daily hours:

New Years Day	Canada Day
<b>Louis Riel Day</b>	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Boxing Day (work day)	Remembrance Day (if it falls on a work day)

(if the employee meets the statutory requirements for paid holidays)

Any other statutory holidays as proclaimed by the Province of Manitoba or the Government of Canada. With the exception of Remembrance Day, if any of the above holidays falls on a Saturday or Sunday, such holiday shall be observed on the day substituted therefore by the Government of Canada and/or Province of Manitoba, subject to the schools being closed on the day so substituted.

## **Article 17 Sick Leave**

**17:01** Employees shall accrue sick leave on a pro rata basis of 10.0 hours of sick leave credit for each 100 hours of paid time. Portions of paid time less than 100 hours shall be pro rated accordingly. Upon ratification of this agreement, sick leave credits shall accumulate to a maximum of 560 hours. Effective July 1, 2006, sick leave credits shall accumulate to a maximum of 600 hours.

**17:02** Where sick leave is taken, payment shall be based on the number of hours that the employee was scheduled to work on the day(s) concerned. (E.g. an employee sick on a day where she was scheduled to work 3 hours will be paid 3 hours of sick leave for that day.)

- 17:03** The Superintendent may require that sickness be certified by a physician.
- 17:04** Sick leave shall only be granted where an employee is unable to be at work and perform her regular duties as a result of illness or injury. Sick leave with pay beyond the accumulation provided for in this Article may be granted at the discretion of the Superintendent.

## **Article 18      Family Leave**

- 18:01** Employees shall be entitled to use up to two (2) days of sick leave per school year to attend to the illness, injury or medical appointments of his or her immediate family members including spouse, children and parents of the employee or spouse. Where such cases occur and both parents of a particular child are employees of Seine River School Division, both parents may not access this provision concurrently.

## **Article 19      Compassionate Leave**

- 19:01** Each employee shall be allowed compassionate leave without loss of salary up to but not exceeding three (3) days in the case of death or serious illness of any member of the immediate family of the employee; immediate family to include spouse, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, grand-parent. Such leave shall not be unreasonably sought or withheld.
- 19:02** Leave without loss of salary beyond the time and for persons other than provided for herein may be granted at the discretion of the Superintendent.

## **Article 20      Maternity, Adoptive, Parental Leave**

- 20:01** Maternity, adoptive, parental leave shall be granted to employees in accordance with the provisions of the Employment Standards Code of Manitoba and E.I. Regulations.

## **Article 21 Professional Development/Training Days**

**21:01** Employees who attend "P.D." days or other Employer sponsored training sessions (e.g. C.P.R.) shall incur no registration fees for the program and shall be paid for the hours spent at the session. There shall be a minimum of 1 paid Professional Development day per school year in addition to orientation on the first school day of the year.

**Additional "P.D." or training days shall be provided on a case by case basis as determined by the Employer. Requests for such "P.D." or training may be initiated by either the employee or employer. Such requests shall not be unreasonably denied.**

## **Article 22 Liability**

**22:01** The employer agrees to indemnify and save harmless any employee from and against any liability incurred by the employee by reasons of any action taken by the employee in good faith and within the scope of his/her employment.

**22:02** The above does not apply where the action flows from a proven criminal act of the employee resulting in conviction.

## **Article 23 Termination or Resignation**

### **23:01 Termination**

**Except where an employee is dismissed for just and reasonable cause or deemed terminated pursuant to Article 10:07, the Employer upon intention to terminate will provide an employee who has:**

- **Less than one (1) year of service, a minimum of one (1) week;**
- **At least one (1) year and less than three (3) years service, a minimum of two (2) weeks;**
- **At least three (3) years service and less than five (5) years service, a minimum of four (4) weeks;**
- **At least five (5) years and less than ten (10) years service, a minimum of six (6) weeks;**

- At least ten (10) years service, a minimum of eight (8) weeks;

**Notice in writing prior to the effective date of his/her dismissal, or in lieu of the notice will pay to the employee an amount in wages or salary equivalent to the notice period.**

**23:02 Resignation**

**An employee who resigns from the Seine River School Division shall provide notice at least:**

- (a) one (1) week before the date of termination, if the employee's service is less than one (1) year, or;
- (b) two (2) weeks before the date of termination, if the employee's service is one (1) year or more.

**23:03 Earned Wages**

**The Employer will make available, within ten (10) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.**

## **Article 24 Use of Personal Vehicle**

**24:01** Employees will be reimbursed for the use of their personal vehicle, at the School Division rate for mileage necessarily incurred on School Division business, when requested by the employer.

## **Article 25 Academic/Long Service Allowance**

**25:01** An allowance will be paid to employees who hold an Educational Assistant Diploma or other academic credential relevant to the position, as determined by the employer. Payment of the allowances shall commence the first pay period following the employee's submission of documentation confirming said diploma or credentials. The allowance will be as follows:

**July 1, 2009 - \$1.05 per hour**

**July 1, 2010 - \$1.10 per hour**

**25:02** Effective July 1, 2009 an employee who completes ten (10) years of service in the bargaining unit shall receive a long service allowance of \$0.45 cent per hour. Effective July 1, 2010 an employee who completes eight (8) years of service in the bargaining unit shall receive a long service allowance of \$0.50 cent per hour.

## **Article 26    Benefits**

**26:01** Employees covered by the agreement shall be enrolled in the Group Life Insurance Plan under the same conditions as exist for unionized Secretarial and Library staff within the Division.

**26:02** In the event that the Union provides a benefit plan for members covered by this agreement, the Employer agrees to make any necessary payroll deductions and remittances to the plan carrier as designated by the Union.

**26:03** Eligible employees shall be enrolled in a Dental Plan administered by Blue Cross on a 50/50 cost share basis with the employer. Coverage shall be for the employees as follows:

(a) Basic Services – 100%

(b) Major restorations – 50%

(c) **Effective September 1, 2009 each employee or eligible family member will be subject to an annual maximum of \$1500 dollars per person.**

**26:04** Effective July 1, 2005 the Division will provide Workers Compensation coverage for all employees covered by this agreement.

**26:05** Permanent employees covered under this agreement shall be enrolled in the cost shared MGEU Retirement Savings Plan. Contributions will be based on Employer and employee contributions of 3% of gross earnings.

## **Article 27     Retroactive Wages**

- 27:01** Retroactive pay adjustments for the period between July 1, **2008** and the date of the signing of this agreement shall apply to:
- (a) Employees who are in the employ of the Seine River School Division on the date of the signing of this agreement;
  - (b) Employees who have died in service;
  - (c) Employees who have left the service during the above-mentioned period by reason of being laid off by the employing authority;
  - (d) Temporary employees terminated at the end of a specific term of appointment or after the completion of the specific job for which they are employed.
- 27:02** Upon written request to the Employer within sixty (60) days of the date of the signing of this agreement, retroactive pay adjustments for the period between July 1, **2008** and the date of the signing of this agreement shall be made to employees who have voluntarily terminated their services (resigned).

## **Article 28     Payment of Salary**

- 28:01** Salary payments will be made on a bi-weekly basis by way of direct deposit into the employee's bank account designated for that purpose.

## **Article 29     Employee Evaluations**

- 29:01** Formal performance appraisals shall be conducted on employees on a bi-annual basis or as required by the Employer.
- 29:02** An employee shall have the right to add his/her comments to the performance appraisal.

An employee may grieve for the removal of any performance appraisal which is disputed by the employee, commencing at Step 2 of the grievance procedure.

## **Article 30 No Discrimination**

**30:01 The Union and the Division agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in the Union.**

## **Article 31 Health and Safety**

**31:01 The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the Workplace Safety and Health Act of Manitoba and will comply with the Workplace Safety and Health Act of Manitoba**

**A Workplace Safety and Health Committee shall be established to examine all aspects of safety and health measures in the workplace. Union representation on the Committee shall be in accordance with the Workplace Safety and Health Act and Regulations.**

## **Article 32 Duty to Accommodate**

**32:01 The parties recognize that the Manitoba Human Rights Code establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba Human Rights Code.**

**The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee.**

**Duty to accommodate is the shared responsibility of the Employer, the Union and the employee(s). Where a need to accommodate has been identified, the parties shall meet to investigate and explore possible accommodation solutions that are substantial and meaningful to the point of undue hardship.**

**Where necessary and by mutual agreement of the Union and the Employer, relevant provisions of the Collective Agreement may be waived.**

### **Article 33 Bridging Of Service**

**33:01 A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the employing authority shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:**

- (a) the employee must have accumulated at least four (4) years of calendar service at the time of resigning;**
- (b) the resignation itself must indicate the reason for resigning;**
- (c) the break in service shall be for no longer than six (6) years, and during that time the employee must certify that they have not been engaged in remunerative employment for more than six (6) months;**
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period;**
- (e) upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty-six (26) days of credits. The employee will be placed at Step one (1) of the salary scale.**

## Article 34 Remuneration

**34:01** Effective July 1, 2008 the hourly salary scale for Educational Assistants covered by this Agreement is as follows:

**July 1, 2008 3%**

<b>Step 1</b>	<b>\$13.09</b>
<b>Step 2</b>	<b>\$14.17</b>
<b>Step 3</b>	<b>\$14.97</b>
<b>Step 4</b>	<b>\$15.52</b>
<b>Step 5</b>	<b>\$15.91</b>

**34:02** Effective July 1, 2009 all steps in the salary scale shall be increased by 3% as follows:

**July 1, 2009 3%**

<b>Step 1</b>	<b>\$13.48</b>
<b>Step 2</b>	<b>\$14.60</b>
<b>Step 3</b>	<b>\$15.42</b>
<b>Step 4</b>	<b>\$15.99</b>
<b>Step 5</b>	<b>\$16.39</b>

**34:03** Effective July 1, 2010 all steps in the salary scale shall be increased by 3% as follows:

**July 1, 2010 3%**

<b>Step 1</b>	<b>\$13.88</b>
<b>Step 2</b>	<b>\$15.04</b>
<b>Step 3</b>	<b>\$15.88</b>
<b>Step 4</b>	<b>\$16.47</b>
<b>Step 5</b>	<b>\$16.88</b>

Signed and agreed this 13 day of October, 2009 on behalf of:

*Seine River School Division*

*Neely Bloomfield*  
*Chairperson, Board of Trustees*

*Manitoba Government and General Employees' Union*

*Wally Kohli*  
*President, Educational Assistant Employees*

*R. Sharma*  
*Secretary-Treasurer*

*Ashwin Kohli*  
*M.G.E.U. Staff Representative*

**Memorandum of Understanding**

*between*

**The Seine River School Division**

*- and -*

**The Manitoba Government and General Employees'  
Union**

*representing*

**Seine River School Division Educational Assistants**

**School Bus Monitor Duties**

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1. The parties hereto recognize that certain Educational Assistants employed by the Division voluntarily assume paid duties as School Bus Monitors outside of regular school hours.
2. The parties further recognize that School Bus Monitor duties do not form part of the regular duty day for Educational Assistants as defined in Article 12:02 of the Collective Agreement. Accordingly, hours worked voluntarily as a Bus Monitor do not count towards the daily overtime threshold of seven (7) hours as contained in the Collective Agreement.
3. Educational Assistants who assume the duties of Bus Monitor will continue to receive the appropriate rate of pay and benefits under the Collective Agreement for time spent performing Bus Monitor functions, until the statutory overtime threshold of eight (8) hours is reached.
4. This Memorandum is subject to renewal and revision in conjunction with the Collective Agreement.

Dated this 13 day of October, 2009.

Wendy Bloomfield  
Chairperson, Board of Trustees  
The Seine River School Division

Debbie K. O.  
President, Educational Assistant Employees

R. E. E.  
Secretary-Treasurer  
The Seine River School Division

Shaun Kolida  
M.G.E.U. Staff Representative

# Memorandum of Understanding

*between*

**The Seine River School Division**

*- and -*

**The Manitoba Government and General Employees' Union**

*representing*

**Seine River School Division Educational Assistants**


## **Education Equivalency Program**

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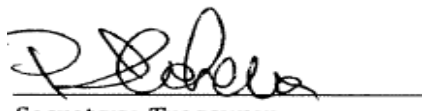
The Parties recognize the value, both to the Division and to employees to provide opportunities to increase their knowledge and education as Educational Assistants. In doing so, the parties agree to establish a program and process which will give current Educational Assistants an opportunity to earn an equivalent status for the purpose of qualifying for Academic Allowance.

**The parties recognize the value, both to the Division and to employees to provide opportunities to increase their knowledge and education as Educational Assistants. In doing so, the Parties agree to continue the established program and process which will give Educational Assistants an opportunity to earn an equivalent status for the purpose of qualifying for Academic Allowance.**

Dated this 13 day of October 2009.

  
Chairperson, Board of Trustees  
The Seine River School Division

  
President, Educational Assistant Employees

  
Secretary-Treasurer  
The Seine River School Division

  
M.G.E.U. Staff Representative

# **Letter of Intent No. 1**

*between*

**Seine River School Division**

*- and -*

**Manitoba Government and General Employees'  
Union**

*representing*

## **Seine River School Division Educational Assistants**

### **Labour Management Committee**

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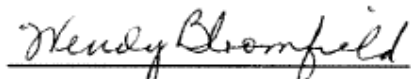
**A Labour Management Committee shall be established consisting of three (3) representatives of the Division and three (3) representatives of the Union.**


**The Committee shall meet as required for the purpose of discussing issues relating to the workplace which affect the parties. The parties agree to share relevant information regarding the issues at least three (3) working days in advance of the meeting.**


**The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any Committee or the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.**

**Employees appointed by and acting on behalf of the Union shall receive basic pay for time spent at Labour Management Committee meetings.**

Dated this 13 day of October 2009, and to remain in effect until June 30, 2011.

  
Chairperson, Board of Trustees  
The Seine River School Division

  
President, Educational Assistant Employees

  
Secretary-Treasurer  
The Seine River School Division

  
M.G.E.U. Staff Representative