

# **Collective Agreement**

*between*

**Seine River School Division  
Secretarial and Library Employees**

**Local 144**

*and*

**Manitoba Government and General Employees' Union**

**July 1, 2014 to June 30, 2017**

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\*All changes appear in **bold**.

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\*All changes appear in **bold**.

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015

between

**Seine River School Division**  
**Secretarial and Library Employees**  
(hereinafter referred to as the “Employer”)

of the first part

and

**Manitoba Government and General Employees’ Union**  
(hereinafter referred to as the “Union”)

of the second part.

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 13.
- 1:03** “Temporary” employee means an employee hired for a preplanned 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 two (2) months or more.

## **Article 2 Scope of Agreement**

- 2:01** The Agreement is made to cover all employees performing the functions of Secretarial and Library persons within the Seine River School Division who are members of the bargaining unit as defined by the Manitoba Labour Board Certificate No. MLB-4944.

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

- 3:01** This Agreement shall come into force and take effect from **July 1, 2014** and shall remain in force until **June 30, 2017** 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 March 31 of the calendar year in which termination or amendment is desired. Within thirty-five (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 earning 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, address, 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 the 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 to 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 Employer 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 withheld.

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/his leave of absence. Except in the case of emergency, at least three (3) days advance notice of request of such leave will be given by the employee or the Union.

**Article 6 Labour Management Committee**

- 6:01** A Labour Management Committee shall be established consisting of two (2) representatives of the **Employer** and two (2) representatives of the Union.
- 6:02** 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.
- 6:03** 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 of 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.
- 6:04** Employees appointed by and acting on behalf of the Union shall receive basic pay for time spent at Labour Management Committee meetings.

**Article 7 Probationary Period**

- 7:01** 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. 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.

Periods of layoff or unpaid leaves of absence will not count towards satisfying the probationary period of six (6) consecutive months from the date of hire. The probationary period will be extended by period(s) of layoff or unpaid leaves of absence.

- 7:02** Probationary employees will receive feedback during the probationary period and shall be formally evaluated prior to the end of the probation period.

### **Article 8 Part-time or Temporary Employees**

- 8:01** 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 and Dental Service Benefits and shall not accrue seniority.

### **Article 9 Posting and Filling of Positions**

- 9:01** All vacancies, temporary vacancies and new positions subsequently opened which come under the scope of this Agreement, shall be advertised for a period of five (5) complete working days in each school. A copy of the posting will be sent to and posted 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 employee's most recent home address filed with the Employer. Employees seeking the posted position(s) shall file his/her application with the Employer on or before the closing date specified in the posting.
- 9:02** Positions shall not be posted for competition until any laid off employees have been given opportunity for recall in accordance with Article 11:02.

- 9:03** Subject to Article 11:02, 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 sufficient, seniority shall prevail.
- 9:04** An employee not in layoff status who successfully bids on a posting for a temporary vacancy becomes a temporary employee subject to layoff when the permanent incumbent returns to the position.

### **Article 10 Seniority**

- 10:01** 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 shall be recognized for purposes of vacation pay and sick leave accrual and any other long service benefits.

Temporary employees who are hired into permanent positions without a break in service shall have their bargaining unit date established as the date they were hired into a temporary position in the bargaining unit.

- 10:02** After the probationary period a new employee shall receive credit for seniority calculated from the date upon which he/she commenced employment with the Bargaining Unit.
- 10:03** 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 layoff less than twelve (12) continuous months in duration;
- (g) Is on maternity and/or parental leave;
- (h) Is on compassionate care leave.

**10:04** 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.

**10:05** The Union shall be provided with an updated seniority list showing each person's seniority by bargaining unit start date as at June 30 each year. The seniority list shall be posted in each school in September of each year.

### **Article 11 Layoff and Recall**

**11:01** In the event of a layoff, employees shall receive four (4) weeks' notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the Union President.

**11:02** Employees laid off in accordance with Article 11:01 shall be recalled by order of seniority to available positions in his/her classification provided they

possess the ability, skills, knowledge and qualifications to perform the required work.

- 11:03** No new employees shall be hired until those laid off have been given an opportunity to bid on a vacant position as per Article 9:01 of the Collective Agreement.
- 11:04** To be eligible for recall, prior to the employee's last day before being placed on layoff status, the employee must provide the Employer with their current address and phone number, and further, during the layoff period, must inform the Employer immediately of any changes.
- 11:05** An employee will be recalled by mail or personal service and must reply to the Division within one working day of his/her intent to return to work. The employee must be prepared to return to work at the time and date designated by the Division.
- 11:06** 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 (1) year on an equivalent basis.
- 11:07** 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 Article 11:04;
  - (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 layoff, as per Article 10:04(d) or such extension of recall as provided in Article 11:06.
- 11:08** Normal summer break is not considered a layoff for purposes of this Article.

## **Article 12 Contracting Out of Work**

**12:01** No bargaining unit employees shall be laid off as a result of the Employer contracting out any of its present work or services.

## **Article 13 Hours of Work**

**13:01** The work week shall consist of thirty-five (35) hours, seven (7) hours per day, Monday to Friday, which includes two (2) paid fifteen (15) minute breaks. Daily hours will be scheduled to be consecutive, exclusive of a lunch break, and fall between the hours of 8:00 am and 5:00 pm. A minimum of one-half ( $\frac{1}{2}$ ) hour and a maximum of one (1) hour uninterrupted lunch period will be included in that schedule.

Employees scheduled to work three and one-half ( $3\frac{1}{2}$ ) hours or less per day shall be entitled to one (1) paid fifteen (15) minute break.

The hours of work shall be set at the beginning of the school year for each employee and changed only through mutual agreement between the employee and Principal during the school year.

Time attending staff meetings after normal school hours when required by the Employer shall be compensated at straight time in the form of paid time.

**13:02** Employees are employed for the school year as prescribed annually by the Minister of Education. Employment may be provided by the Board during the summer break depending on the needs of each individual school and shall be paid as per Article 39. Such time is considered as a year of service.

## **Article 14 Compensatory Time**

**14:01** Compensatory time allows flexibility for the employee or Principal to manage unexpected or short term departures from the employee's normal work schedule.

Either the employee or the Principal may initiate a request, which must be mutually agreed to, to take off or bank compensatory time up to a maximum of one (1) day at straight time rates.

The Principal is responsible for keeping thorough records of the time off which is offset against extra hours worked. The employee then may be absent for periods during the standard working day for personal reasons.

### **Article 15 Overtime**

- 15:01** Overtime work shall not be performed or paid for unless authorized by the Superintendent **or designate.**
- 15:02** One and one-half times (1½x) will be paid for all time worked over seven (7) hours in any one (1) day and/or thirty-five (35) hours in any one (1) work week.
- 15:03** Upon request of the employee, and subject to the approval of the Principal, overtime may be compensated in time off. At no time shall an employee accrue more than thirty-five (35) regular hours of banked overtime. All banked overtime not taken shall be paid out at the end of the fiscal year unless previously approved by the Principal.

### **Article 16 Grievance Procedure**

- 16:01** 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:
- (a) Step 1  
The aggrieved employee(s) shall submit the grievance orally or in writing to the Principal.
- (b) Step 2  
Failing satisfactory settlement within five (5) working days after the dispute was submitted under Article 16:01(a) 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.

(c) Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Article 16:01(b) 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.

(d) Step 4

Failing satisfactory settlement being reached in Article 16:01(c) 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.

**16:02** The Board and the Union shall, within seven (7) days after the expiration of the ten (10) days' notice, appoint an arbitrator. These two (2) 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 (2) arbitrators fail to agree upon a chairperson within the required seven (7) 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.

**16:03** 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.

- 16:04** 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.
- 16:05** 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 17 Vacations**

- 17:01** The vacation benefit equivalent to a percentage of earnings will be paid on a biweekly basis as follows:
- (a) Up to two (2) years of continuous service - four percent (4%).
  - (b) After two (2) years up to eight (8) years of continuous service - six percent (6%).
  - (c) After eight (8) years of continuous service - eight percent (8%).
  - (d) After fifteen (15) years of continuous service - ten percent (10%).

Changes to the vacation entitlement specified above will be implemented on the first day of the month following his or her anniversary of employment with the Division.

### **Article 18 General Holidays**

- 18:01** The following public holidays shall be observed and compensated for in time off:

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

(Subject to the employee being employed at that time).

Any other holiday proclaimed by the Province of Manitoba or the Government of Canada.

Providing that, in the event of any of the said holidays falling on a Saturday or a Sunday, with the exception of Remembrance Day, 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 19 Sick Leave**

**19:01** Permanent employees shall be entitled to twenty (20) days sick leave without loss of salary for each completed year of service and accumulated at the rate of two (2) days for each completed month of service.

**19:02** All or any remaining portions of unused sick leave days shall continue to be accumulated up to a maximum of ninety-five (95) days.

Sick leave with pay beyond the time provided for herein may be granted at the discretion of the Employer.

**19:03** The Employer may require that sickness be certified by a physician where the illness is greater than two (2) consecutive days or exceeds the third occurrence of illness in a fiscal year. The Employer will reimburse the employee for the cost of a maximum of one (1) doctor's note per fiscal year.

**19:04** It is agreed by the parties that sick leave entitlement shall only be granted by the Employer where an employee is unable to be at work and perform his regular duties as a result of illness or injury.

### **Article 20 Family Leave**

**20:01** Employees shall be entitled to use up to three (3) 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 21 Compassionate Leave**

- 21:01** Each employee shall be allowed compassionate leave without loss of salary in the case of death or serious illness of any member of the immediate family **as follows:**
- **Five (5) days for spouse, common-law partner, son, daughter, father, mother, grandchild, brother, sister.**
  - Three (3) days for mother-in-law, father-in-law, grandparent.
  - One (1) day for sister-in-law, brother-in-law, son-in-law, daughter-in-law.
- 21:02** 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.
- 21:03** The Division agrees to provide leave for an employee to provide care/support for a terminally ill family member in accordance with the Employment Standards Code of Manitoba and Employment Insurance (EI) regulations.
- 21:04** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral out of province.

### **Article 22 Maternity, Adoptive, Parental Leave**

- 22:01** Maternity, adoptive, parental leave shall be granted to employees in accordance with the provisions of the Employment Standards Code of Manitoba and EI Regulations.

### **Article 23 Professional Development/Training Days**

- 23:01** One (1) day per school year will be scheduled for employees to attend a professional development/training day arranged by the Employer.

- 23:02** Employees who are required to attend professional development days or other Employer sponsored training sessions (e.g.: CPR) shall incur no registration fees for the program and shall be paid for the hours spent at the session.
- 23:03** Up to one (1) additional day per school year will be granted with pay for employees to select and attend a professional development training day for programs related to their current position, subject to the supervisor's pre-approval; such approval shall not be unreasonably denied. The cost of the training will be the responsibility of the employees.

### **Article 24 Liability**

- 24:01** 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.
- 24:02** The above does not apply where the action flows from a proven criminal act of the employee resulting in conviction.

### **Article 25 Termination or Resignation**

**25:01** **Termination**

Except where an employee is dismissed for just and reasonable cause or deemed terminated pursuant to Article 11:07, the Employer upon intention to terminate employment 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.

**25:02 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.

**25:03 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 26 Use of Personal Vehicle**

**26:01** 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 27 Academic Allowance**

**27:01** An academic allowance will be paid monthly to employees who currently hold a Library Technician's Certificate, or a Certificate or Diploma in a recognized secretarial program issued by a community college, or other academic credential, or equivalent academic training relevant to the position, as determined by the Employer

Payment of the allowance shall commence the first pay period following the employee's submission of documentation confirming said certificate, diploma or other credentials. The allowance will be **sixty cents (\$0.60)/hour**.

### **Article 28 Pension Plan**

**28:01** The Employer shall administer the **MSBA**. Non-teaching Employee's Pension Plan for employees covered by this Agreement.

### **Article 29 Group Insurance and Dental Benefits**

**29:01** The Employer will administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.

**29:02** Employees covered by this Agreement will be included in the salary continuance insurance plan administered by the Manitoba Teachers' Society.

**29:03** The Employer will pay, for employees covered by this Agreement and employed in excess of fifteen (15) hours per week, fifty percent (50%) of the cost of the **MSBA**/MTS dental plan. Any modifications to the dental plan benefits shall be approved by the Employer before being implemented.

### **Article 30 Workers Compensation Coverage**

**30:01** The Division will provide Workers Compensation coverage for all employees covered by this Agreement.

### **Article 31 Payment of Salary**

**31:01** Salary payments will be made on a biweekly basis as per established schedule for all biweekly payrolls in the Division. Salary payments will be deposited directly into the employee's bank account.

### **Article 32 Long Service Allowance**

**32:01** An employee who completes eight (8) years of service in the bargaining unit shall receive a long service allowance per month. Such allowance will be prorated for part-time employees. The allowance will be **sixty-four cents (\$0.64)/hour**.

**Article 33 After Hours Telephone Service**

**33:01** The employee shall not be required to perform after hours telephone service.

**Article 34 Employee Evaluations**

**34:01** Formal performance appraisals shall be conducted on employees on a biannual basis or as required by the Employer.

**34:02** 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 35 No Discrimination**

**35:01** 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, color, 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 36 Duty to Accommodate**

**36:01** 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.

**36:02** The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee.

**36:03** 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.

- 36:04** Where necessary and by mutual agreement of the Union and the Employer, relevant provisions of the Collective Agreement may be waived.

### **Article 37 Safety and Health**

- 37:01** 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.
- 37:02** 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 38 Retroactive Wages**

- 38:01** Retroactive pay adjustments for the period between the expiration of the previous agreement 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 left the service during the above mentioned period but who have retired in accordance with the provisions of the MAST. Non-teaching Employees' Pension Plan or who have died in service;
  - (c) Employee who have left the service during the above-mentioned period by reason of being laid off by the Employer;

### Article 39 Remuneration

**39:01** Adjustments to salaries during the life of this Agreement shall be implemented as follows:

#### Year 1 - Effective July 1, 2014 (Special Adjustment +2%)

	Start	12 Months	24 Months	36 Months
Biweekly	\$2,671	\$2,822	\$2,873	\$2,924
Hourly	\$18.43	\$19.47	\$19.83	\$20.18

#### Year 2 - Effective July 1, 2015 (2%)

	Start	12 Months	24 Months	36 Months
Hourly	\$19.17	\$20.25	\$20.62	\$20.99

#### Year 3 - Effective July 1, 2016 (2%)

	Start	12 Months	24 Months	36 Months
Hourly	\$19.55	\$20.66	\$21.03	\$21.41

The following formula is used to determine your hourly rate:

- Monthly rate (as identified in the Agreement).
- Multiply by ten (10) months.
- Divide by the number of days in the school year (the actual number of days in each school year changes from year to year which varies each year).
- Divide by seven (7) hours.

**39:02** New employees coming on staff having received experience in another school division or having received other relevant experience may, at the discretion of the Employer, start at the maximum rate.

IN WITNESS WHEREOF A representative of Seine River School Division. has hereunto set their hand for, and on behalf of, Seine River School Division; and Darren Darvill, Staff Representative of Manitoba Government and General Employees' Union has set his hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 28<sup>th</sup> day of May

(2015)

Kendy Bloomfield  
On behalf of Seine River School Division

Darren Darvill  
On behalf of Manitoba Government and General Employees' Union

[Signature]  
On behalf of Seine River School Division

R. Bloodworth  
On behalf of Manitoba Government and General Employees' Union

[Signature]  
On behalf of Seine River School Division

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

**Letter of Intent**

between

**Seine River School Division  
Secretarial and Library**

and

**Manitoba Government and General Employees' Union**

**Re: Article 12 - Hours of Work - Ste. Anne Adult Learning Centre**

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To accommodate the hours of operation of the Ste. Anne Adult Learning Centre, the parties have agreed to depart from Article 13. The Centre presently operates on a Monday to Friday schedule, opening at 9:00 a.m. or 1:00 p.m. depending on the schedule for evening classes.

The secretarial hours will reflect a start of 9:00 a.m., 9:30 a.m., 1:00 p.m. or 1:30 p.m. for a consecutive seven (7) hour day with either a one-half (1/2) hour or one (1) hour lunch period. Any departure from this schedule will be by mutual consent between the Centre and the employee. Should a complaint arise from any departure, the hours will revert back to one of the four (4) options presented above.

Signed this 28<sup>th</sup> day of May, 2015.

*Stendy Bloomfield*  
On behalf of Seine River School  
Division

*[Signature]*  
On behalf of Seine River School  
Division

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

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

**Memorandum of Understanding**

between

**Seine River School Division  
Secretarial and Library**

and

**Manitoba Government and General Employees' Union**

**Re: Retroactive Pay**

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Once retroactive calculations are made, members will be paid on a separate cheque and will also include a three hundred dollar (\$300) signing bonus for all members.

This is a one time commitment only applicable to the ratification of the July 1, 2014 to June 30, 2017 Agreement.

Signed this 28<sup>th</sup> day of May, 2015.

*Kendy Bloomfield*  
On behalf of Seine River School  
Division

*R. Shera*  
On behalf of Seine River School  
Division

*Paul Lawill*  
On behalf of Manitoba Government  
and General Employees' Union

*Sue Kay*  
On behalf of Manitoba Government  
and General Employees' Union