

Collective Agreement

between

**Seine River School Division
Custodial and Maintenance Employees**

and

Manitoba Government and General Employees' Union

Local 143

July 1, 2017 to June 30, 2021

Table of Contents

| | | |
|------------|--|----|
| Article 1 | Interpretation and Definitions | 2 |
| Article 2 | Scope of Agreement | 3 |
| Article 3 | Duration, Revision and Termination..... | 3 |
| Article 4 | Management Rights..... | 4 |
| Article 5 | Union Business and Union Security..... | 4 |
| Article 6 | Labour Management Committee | 6 |
| Article 7 | Probationary Period | 6 |
| Article 8 | Part-time or Temporary Employees | 7 |
| Article 9 | Posting and Filling of Positions..... | 7 |
| Article 10 | Seniority..... | 8 |
| Article 11 | Layoff and Recall..... | 10 |
| Article 12 | Contracting Out of Work | 12 |
| Article 13 | Hours of Work..... | 12 |
| Article 14 | Allocation of Additional Hours..... | 13 |
| Article 15 | Overtime | 14 |
| Article 16 | Call Out..... | 14 |
| Article 17 | Grievance Procedure | 14 |
| Article 18 | Vacations | 16 |
| Article 19 | Statutory Holidays..... | 17 |
| Article 20 | Sick Leave | 18 |
| Article 21 | Family Leave | 19 |
| Article 22 | Compassionate Leave | 19 |
| Article 23 | Maternity, Adoptive, Parental Leave | 20 |
| Article 24 | Professional Development/Training Days | 20 |
| Article 25 | Liability..... | 20 |
| Article 26 | Termination or Resignation..... | 21 |
| Article 27 | Use of Personal Vehicle | 22 |

Article 28 **Shift Premium**..... 22

Article 29 **Pension Plan**..... 22

Article 30 **Group Insurance and Dental Benefits**..... 23

Article 31 **Payment of Salary**..... 23

Article 32 **Retroactive Wages**..... 23

Article 33 **Long Service Allowance**..... 24

Article 34 **Employee Evaluations**..... 24

Article 35 **No Discrimination**..... 24

Article 36 **Health and Safety**..... 24

Article 37 **Duty to Accommodate**..... 25

Article 38 **Remuneration**..... 26

Letter of Clarification..... 28

 Re: **Emergency Call Outs**..... 28

Letter of Understanding..... Error! Bookmark not defined.

 Re: **Workload Management**..... **Error! Bookmark not defined.**

Memorandum of Agreement..... 30

 Re: **Employee Training**..... 30

Memorandum of Agreement..... 31

 Re: **Returning From Extended Sick Leave or Long-Term Disability**..... 31

Salary Schedule..... 33

 Effective July 1, 2017 (0%)

 Effective July 1, 2018 (0%)

 Effective July 1, 2019 (0.75%)

 Effective January 1, 2020 (1.0%)

*All changes appear in **bold**.

Alphabetical Table of Contents

| | | |
|------------|--|----|
| Article 14 | Allocation of Additional Hours | 13 |
| Article 16 | Call Out..... | 14 |
| Article 22 | Compassionate Leave | 19 |
| Article 12 | Contracting Out of Work | 12 |
| Article 3 | Duration, Revision and Termination..... | 3 |
| Article 37 | Duty to Accommodate | 25 |
| Article 34 | Employee Evaluations | 24 |
| Article 21 | Family Leave | 19 |
| Article 17 | Grievance Procedure | 14 |
| Article 30 | Group Insurance and Dental Benefits..... | 22 |
| Article 36 | Health and Safety | 24 |
| Article 13 | Hours of Work..... | 12 |
| Article 1 | Interpretation and Definitions | 2 |
| Article 6 | Labour Management Committee | 6 |
| Article 11 | Layoff and Recall..... | 10 |
| Article 25 | Liability..... | 20 |
| Article 33 | Long Service Allowance | 23 |
| Article 4 | Management Rights..... | 4 |
| Article 23 | Maternity, Adoptive, Parental Leave | 20 |
| Article 35 | No Discrimination | 24 |
| Article 15 | Overtime | 14 |
| Article 8 | Part-time or Temporary Employees | 7 |
| Article 31 | Payment of Salary | 23 |
| Article 29 | Pension Plan..... | 22 |
| Article 9 | Posting and Filling of Positions..... | 7 |
| Article 7 | Probationary Period | 6 |
| Article 24 | Professional Development/Training Days | 20 |
| Article 38 | Remuneration..... | 26 |

Article 32 Retroactive Wages 23

Article 2 Scope of Agreement3

Article 10 Seniority8

Article 28 Shift Premium..... 22

Article 20 Sick Leave 18

Article 19 Statutory Holidays..... 17

Article 26 Termination or Resignation..... 21

Article 5 Union Business and Union Security.....4

Article 27 Use of Personal Vehicle 22

Article 18 Vacations 16

Letter of Clarification 28

 Re: Emergency Call Outs

Letter of Understanding..... 30

 Re: Workload Management

Memorandum of Agreement..... 31

 Re: Employee Training

Memorandum of Agreement..... 32

 Re: Returning From Extended Sick Leave or Long-Term Disabilit

Salary Schedule..... 35

 Effective July 1, 2017 (0%)

 Effective July 1, 2018 (0%)

 Effective July 1, 2019 (0.75%)

 Effective January 1, 2020 (1.0%)

* All changes appear in **bold**.

This Agreement made this 8th day of May, 2020

between

Seine River School Division
Custodial and Maintenance 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 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 two (2) months or more.
- 1:06** A “Casual Employee” is one called in occasionally by the Employer to replace an absent employee or to supplement regular staff coverage. The terms of Article 1:06 and the inclusion of casual employees within the Collective Agreement, shall become effective the date of ratification of the Collective Agreement.

Casuals will be offered shifts and/or hours of work available as per Article 14. The terms of this Agreement do not apply to the casual employee, except as specified hereinafter:

- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly period.
- (b) Casual employees are paid in accordance with the salaries specified in Article 38.
- (c) Casual employees are entitled to the shift premium(s) outlined in Article 28.

- (d) Casual employees required to work on a recognized holiday shall be paid at the rate of one and one-half times (1½x) their basic rate of pay.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 15:01 and 15:02.
- (f) The Employer agrees to deduct Union dues in an amount specified by the Union in any period for which the casual employee receives any payment in accordance with Article 5.
- (g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (h) A casual employee shall be entitled to pay for a statutory holiday that is prorated to reflect their gross wages in the four (4) weeks leading up to the holiday.

Article 2 Scope of Agreement

2:01 The Agreement is made to cover all employees performing the functions of Custodial and Maintenance person within the Seine River School Division who are members of the bargaining unit as defined by Manitoba Labour Board Certificate no. MLB-4943.

Article 3 Duration, Revision and Termination

3:01 This Agreement shall come into force and take effect from July 1, **2017** and shall remain in force until June 30, **2021** 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 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 purposes, 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) 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 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.

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.

- 7:02** Probationary employees shall 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. Temporary employees shall not be entitled to Group Insurance or Dental Service.

Temporary employees shall be entitled to utilize seniority earned for the purpose of obtaining a permanent or part-time position subject to Article 9 Posting and Filling of Positions. Such seniority will be for the sole purpose of applying for a job posting relative to other temporary employees.

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) full working days in each school. A copy of the posting will be sent to and posted in each school; in addition a copy 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 Employer on or before the closing date specified in the posting.
- 9:02** When an employee is promoted from a Class 2 to a Class 1 position he/she will be allowed twenty (20) working days of acting status. If during the twenty (20) days of acting status the employee proves to be unsatisfactory or is

unable to perform the regular duties of the position he/she will be returned to the position they held prior to the promotion, without loss of seniority as per Article 10:01.

Posting of the position the employee vacated will begin at the end of the acting status period, during this period the vacated position will be filled according to Article 14.

- 9:03** Positions shall not be posted for competition until any laid off employees have been given opportunity for recall in accordance with Article 11:05.
- 9:04** Subject to Article 11:05, 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 sufficient, seniority shall prevail.
- 9:05** An employee not in layoff status who successfully bids on a posting for a temporary vacancy that is less than three (3) months becomes a temporary employee subject to layoff when the permanent incumbent returns. The Division will post for positions of three (3) months or greater. On completion of the term position employees will be returned to their former position.
- 9:06** 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 10 Seniority

- 10:01** (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 purposes 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.

10:02 After the probationary period a new employee shall receive credit for seniority calculated from the date upon which he/she commenced employment in 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 leave 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 10;
- (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 by bargaining unit date showing each person's seniority 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 For purposes of this Article a "layoff" means a reduction of employment for an employee occurring as a result of a reduction or more than three (3) hours per day.

11:02 Subject to Articles 10:01, 10:03 and 10:04, seniority shall be calculated from the date of first hire in this bargaining unit. Periods of layoff shall be included in the definition of seniority.

11:03 In the event of a layoff, employees shall receive a minimum of four (4) weeks' notice or pay in lieu of such notice. 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 layoff.

11:04 An employee designated for layoff may exercise seniority rights by displacing a junior employee in the same or lower classification with the same or fewer hours, and an employee so displaced may exercise similar seniority rights within the Division, 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 four (4) weeks' notice of layoff.

- 11:05** Permanent employees laid off or displaced in accordance with Articles 11:03 and 11:04 shall be entitled to be recalled to positions within the Division on the following basis:
- (a) Employees shall be given opportunity for recall to additional work that comes available within the Division in their previous or lower classification.
 - (b) Recall shall be on the basis of seniority, provided the employee(s) possess the ability, skills, knowledge and qualifications to perform the available work.
- 11:06** No new employees shall be hired until those laid off have been given the opportunity for recall in accordance with Article 11 :05.
- 11:07** 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.
- 11:08** 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, unless otherwise mutually agreed.
- 11:09** 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 (1) year on an equivalent basis. For purposes of this Article, a temporary position means being employed for more than one (1) 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.

- 11:10** 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 Articles 11:07 and 11:08;
 - (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 layoff, or such extension of recall as provided in Article 11:09.

Article 12 Contracting Out of Work

- 12:01** No bargaining unit employees shall be laid off or have his/her job classification changed as a result of the Employer contracting out any of its present work or services.
- 12:02** Any additional custodial and/or maintenance hours added to schools shall be offered to existing employees. All additional hours as outlined above shall be posted in accordance with Article 9.

Article 13 Hours of Work

- 13:01** The work week shall consist of forty (40) hours; five (5) days of eight (8) hours each. Employees who work a minimum of five (5) consecutive hours are entitled to a minimum of one-half ($\frac{1}{2}$) hour lunch each day during which they are not required to remain on site.
- 13:02** Employees shall be subject to shift assignments as determined by the Employer in order to meet the requirements of the Division.
- 13:03** Employees scheduled to work more than two (2) hours per day shall have the option to take one (1) fifteen (15) minute rest period, at a time mutually agreed between the employee and his/her supervisor.

- 13:04** Employees scheduled to work more than six (6) hours in a day have the option to take two (2) paid fifteen (15) minute rest periods, at times mutually agreed between the employee and his/her supervisor.

Article 14 Allocation of Additional Hours

- 14:01** Part-time employees who indicate in writing to the Employer that they wish to work additional hours and submit intent on availability (re: location and day) shall be offered such work, when available provided they are able to perform the required duties.

Hours of work due to illness, injury, family leave, compassionate leave or short term absences shall be prioritized as follows:

- (a) Offered on a seniority basis to employees normally assigned to that school who are not eligible for overtime.
- (b) Offered on a seniority basis to part-time employees who are not eligible for overtime.
- (c) Offered to casual employees.

Such additional hours shall not overlap with the existing shift of the part-time employee.

- 14:02** Hours worked in addition to an employee's regular hours as a result of additional allocation or weekend events which are scheduled in advance shall not be considered call-out but shall be paid at the appropriate rate in accordance with this Agreement. Allocation of such hours shall be prioritized as follows:

- (a) Offered to part-time employees normally assigned to that school on a seniority basis who are not eligible for overtime;
- (b) Offered to part-time employees not normally assigned to that school on a seniority basis who are not eligible for overtime;

- (c) Offered on a seniority basis to employees normally assigned to that school;
- (d) Offered to casual employees.

Article 15 Overtime

- 15:01** Overtime shall be as authorized by the Maintenance Supervisor.
- 15:02** Overtime at one and one-half times (1½x) shall be paid for all time worked beyond eight (8) hours in a day and/or forty (40) hours in a work week.
- 15:03** Upon request of the employee, and subject to the approval of the Maintenance Supervisor, overtime may be compensated in time off. At no time shall an employee accrue more than forty (40) 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 Maintenance Supervisor.

Article 16 Call Out

- 16:01** When an employee is called out from home to provide services to a school he/she shall receive a minimum of two (2) hours pay at overtime rates. Call out shall be first offered to bargaining unit employees normally assigned to work at that particular school on a seniority basis.
- 16:02** Where an employee is called out pursuant to Article 16:01, they will be eligible for mileage at the school division rate where the call out takes them outside their assigned school(s).

Article 17 Grievance Procedure

- 17:01** Should a dispute arise between the Board 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.

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, the grievance shall be deemed to have been abandoned and the grievor shall have no recourse.

(b) 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.

(c) 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.

(d) 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:

17:02 The Board and the Union shall, within seven (7) days after the expiration of the ten (10) days' notice, each 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.

- 17:03** The decision of the Arbitration Board shall be final and binding on both parties, but in no event shall the Arbitration Board alter, modify or amend this Agreement in any respect.
- 17:04** 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 18 Vacations

- 18:01** Employees shall be eligible for a paid vacation as follows:
- (a) Ten (10) working days after one (1) year of continuous service.
 - (b) Fifteen (15) working days after two (2) years of continuous service.
 - (c) Twenty (20) working days after eight (8) years of continuous service.
 - (d) Twenty-five (25) working days after fifteen (15) years of continuous service.
- 18:02** The anniversary date for vacation shall be June 30. Vacations shall be taken during the months of July and August at a time approved by the Maintenance Supervisor. Vacations at any other time may be granted at the discretion of the Employer.
- 18:03** For employees having earned twenty (20) or more days of paid vacation, a maximum of ten (10) days may be taken during the period beginning September 15 and ending June 15, subject to the approval of the Maintenance Supervisor.

- 18:04** An employee leaving employment prior to the anniversary date for vacations shall be allowed vacation pay calculated as follows:
- (a) Four percent (4%) of regular earnings if employment service is less than two (2) years.
 - (b) Six percent (6%) of regular earnings if employment service is more than two (2) years.
 - (c) Eight percent (8%) of regular earnings if employment service is more than eight (8) years.
 - (d) Ten percent (10%) of regular earnings if employment service is more than fifteen (15) years.
- 18:05** For employees having earned fifteen (15) or more days of paid vacation, one (1) day per school year will be granted as a personal day from their vacation bank, upon request.

Article 19 Statutory Holidays

- 19:01** The following holidays shall be observed and compensated for in time off with pay based on an employee's regular daily hours:

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

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 fall on a Saturday or Sunday, such holiday shall be observed on the day substituted therefor by the Government of Canada and/or Province of Manitoba, subject to the schools being closed on the day so substituted.

- 19:02** When any of the observed holidays fall during an employee's period of paid vacation, he/she shall be granted an additional day off with pay in lieu of the holiday at a time mutually agreed between the employee and the Maintenance Supervisor.
- 19:03** On Christmas Eve, provided there are no students in the schools, an employee who is scheduled to work, and works, will receive one-half ($\frac{1}{2}$) of their shift off with pay. If students are in the school beyond the half-day, the employee will be entitled to bank said hours at straight time.

Article 20 Sick Leave

- 20:01** Permanent employees shall be entitled to twenty-four (24) days sick leave without loss of salary for each completed year of service and earned at the rate of two (2) days for each completed month of service to a maximum of one hundred (100) days.
- 20:02** Where sick leave is taken, payment shall be based on the number of hours that the employee was scheduled to work on the day concerned.
- 20:03** Where the Employer requests a medical certification for absence of more than three (3) days, the employee will be responsible to provide at their cost; however, where the certificate is requested by the employer for illness less than three (3) consecutive days, the Employer shall pay for all medical certificates requested. Any and all other related medical reports requested by the Employer shall be paid for by the Employer.
- 20:04** (a) Sick leave shall only be granted where an employee is unable to work and perform his/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.
- (b) Sick leave is not payable for any injury received while gainfully employed at another job. In the event of a dispute, the onus of proof rests with the Employer regarding the application of this Article.

- 20:05** (a) At date of normal retirement, an employee will be paid a retirement benefit in accordance with the following formula:

$$\frac{\text{unused sick leave days} \times \$300}{75}$$

- (b) Retirement benefit in Article 20:05 (a) shall not apply to employees hired after August 31, 1991.

Article 21 Family Leave

- 21:01** 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, or any person residing in the employee's home. 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 22 Compassionate Leave

- 22:01** 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:
- (a) five (5) days for spouse, common-law partner, son, daughter, father, mother, grandchild, brother, sister;
 - (b) three (3) days for mother-in-law, father-in-law, grandparent;
 - (c) one (1) day for sister-in-law, brother-in-law, son-in-law, daughter-in-law.
- 22:02** 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.
- 22:03** 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.

22:04 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.

Article 23 Maternity, Adoptive, Parental Leave

23:01 Maternity, adoptive and/or parental leave shall be granted to employees in accordance with the provisions of the Employment Standards Code of Manitoba and Employment Insurance Regulations.

Article 24 Professional Development/Training Days

24:01 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.

Article 25 Liability

25:01 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.

25:02 The above does not apply where the action flows from a proven criminal act of the employee resulting in conviction.

Article 26 Termination or Resignation

26:01 Termination

Except where an employee is dismissed for just cause 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.

26:02 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.

26:03 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 27 Use of Personal Vehicle

27:01 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 28 Shift Premium

28:01 Employees working the majority of their daily hours after 5:00 p.m. (fifty percent [50%] or more) will be paid a shift premium of **fifty-five (\$0.55) cents per hour for each hour worked.**

Effective July 1, 2019, the premium will increase to fifty-six (\$0.56) cents per hour worked.

Effective July 1, 2020, the premium will increase to fifty-seven (\$0.57) cents per hour worked.

28:02 If in the sole discretion of the Employer or its designate a replacement is necessary, the Employer or its designate will appoint a replacement to act as maintenance person when the regular maintenance person is absent for a period in excess of one (1) week. Such acting maintenance person will be paid twenty-five cents (\$0.25) per hour in addition to this regular salary while acting as maintenance person.

Article 29 Pension Plan

29:01 Effective January 1, 1983 members of the Custodial and Maintenance staff may elect to participate in the Manitoba Association of School Trustees (MAST) Pension Plan for Non-teaching Employees of Public School Boards in Manitoba. Members of the maintenance staff hired after January 1, 1983 shall join the Pension Plan under established terms and conditions of plan.

Article 30 Group Insurance and Dental Benefits

- 30:01** 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.
- 30:02** The Division will provide Workers Compensation coverage for all employees covered by this Agreement.
- 30:03** 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 MAST/MTS dental plan. Any modifications to the dental plan benefits shall be approved by the Employer before being implemented.

Article 31 Payment of Salary

- 31:01** Effective June 12, 2015, salary payments shall be made on a bi-weekly basis by direct deposit into the employee's bank account.

Article 32 Retroactive Wages

- 32:01** 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) Employees who have left the service during the above-mentioned period by reason of being laid off by the Employer.

Article 33 Long Service Allowance

33:01 An employee who completes eight (8) years of service in the bargaining unit shall receive a long service allowance as follows:

Effective July 1, **2017** **\$0.75** per hour

Effective July 1, **2018** **\$0.75** per hour

Effective July 1, **2019** **\$0.76** per hour

Effective July 1, **2020** **\$0.77** per hour

Article 34 Employee Evaluations

34:01 Formal performance appraisals shall be conducted on employees on a bi-annual 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, colour, national origin, political or religious affiliations, sex or marital status, place of residence, or by reason of his/her membership or activity in the Union.

Article 36 Health and Safety

36:01 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.

36:02 Work Boot Allowance

Where a regular employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of the employee's regular duties, the employee will be eligible for an allowance up to one hundred and fifty dollars (\$150.00) once per fiscal year, to help offset the cost to the employee of purchasing approved safety footwear. Casual employees will be reimbursed for footwear after the completion of eighty (80) hours.

The allowance will be paid under the following conditions:

- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and
- (b) satisfactory proof of purchase must be provided by the employee;

Where an employee who has worked for a fiscal year and has not claimed the allowance in that fiscal year, purchases safety footwear in the next fiscal year, the employee is eligible to claim up to twice the maximum allowance in that next fiscal year.

This provision is retroactive to July 1, 2014.

Article 37 Duty to Accommodate

- 37:01** 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 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 38 Remuneration

38:01 Members covered by this Agreement shall be classified as follows:

Class 1 - Senior Caretaker

Class 2 - Caretaker

Class 4 - Maintenance Person

38:02 Adjustments to salaries during the life of this Agreement shall be implemented as follows:

- **July 1, 2017 – 0%**
- **July 1, 2018 – 0%**
- **July 1, 2019 – 0.75%**
- **January 1, 2020 - 1.0%**

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 a Staff Representative of Manitoba Government and General Employees' Union, has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 8 day of May, 2020.

Wendy Bloomfield
On behalf of Seine River School Division

[Signature]
On behalf of Seine River School Division

Paula Poplar
On behalf of Manitoba Government and General Employees' Union

John Rasmussen
On behalf of Manitoba Government and General Employees' Union

Angela Shute
On behalf of Manitoba Government and General Employees' Union

Letter of Clarification

between

**Seine River School Division
Custodial and Maintenance**

and

Manitoba Government and General Employees' Union

Re: Emergency Call Outs

- (a) The following procedures are to be followed for break-ins:
 - (i) Receive call from monitoring company.
 - (ii) Meet police at the school and unlock the door.
 - (iii) Once police determine everything is clear, rearm and lock the building.
- (b) The following procedures are to be followed when alarm is not set:
 - (i) Receive call from monitoring company that the alarm is not set due to failure to close.
 - (ii) This is not a situation that police will attend.
 - (iii) Proceed to location to arm and lock the building.

NOTE: If you are uncomfortable performing the above tasks, direct alarm company to call the next person on the list. Compensation for emergency call outs shall be in accordance with Article 15 of the Collective Agreement.

Signed this 8 day of May, 2020.

Wendy Bloomfield
On behalf of Seine River School
Division

[Signature]
On behalf of Seine River School
Division

Paula Rapley
On behalf of Manitoba Government
and General Employees' Union

John Rasmussen
On behalf of Manitoba Government
and General Employees' Union

Angela Shute
On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Seine River School Division
Custodial and Maintenance

and

Manitoba Government and General Employees' Union

Re: Employee Training

All orientation and training of new custodial staff remains the responsibility of management.

Signed this 8 day of May, 2020.

Wendy Bloomfield
On behalf of Seine River School
Division

[Signature]
On behalf of Seine River School
Division

Paula Popko
On behalf of Manitoba Government
and General Employees' Union

John Rasmussen
On behalf of Manitoba Government
and General Employees' Union

Angela Shute
On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement*between***Seine River School Division
Custodial and Maintenance***and***Manitoba Government and General Employees' Union****Re: Returning From Extended Sick Leave or Long-Term Disability**

Individuals returning from extended sick leave or long-term disability, whose position has been filled permanently, have not been laid off. They are not entitled to displacement options as presented in Article 11.

The following procedure will be implemented should these individuals return from sick leave:

- (a) Should the incumbent filling their former position be junior in seniority, they will be displaced.
- (b) Should the incumbent filling their former position be senior with respect to seniority, the Division will identify a position in the same classification with the same hours and similar working conditions (i.e.: day, afternoon or evening shift).
- (c) Should the above options not be available, the Division will identify a position in the same classification with fewer hours (that comes closest to meeting the original hours) and similar working conditions.
- (d) Should the Division be unable to place the individual returning from sick leave in the same classification, they will identify a position in a lower classification with the same hours if available, or, fewer hours (that comes closest to meeting the original hours) with similar working conditions.

The individual returning from sick leave will displace the incumbent in the position identified by the Division. This will trigger the layoff process for the incumbent so displaced by the individual returning from sick leave.

The premise of the above process is that individuals returning from extended sick leave or long-term disability will not improve their situation to the detriment of other employees.

Signed this 8 day of May, 2020.

Wendy Bloomfield
On behalf of Seine River School
Division

[Signature]
On behalf of Seine River School
Division

Paula Poplar
On behalf of Manitoba Government
and General Employees' Union

John Rasmussen
On behalf of Manitoba Government
and General Employees' Union

Angela Shute
On behalf of Manitoba Government
and General Employees' Union

Salary Schedule

Effective July 1, 2017 (0%)

(Hourly)

| <u>Classification</u> | <u>Start</u> | <u>6 Months</u> | <u>12 Months</u> |
|------------------------------|--------------|-----------------|------------------|
| Senior Caretaker (Class 1) | \$20.33 | \$20.57 | \$20.81 |
| Caretaker (Class 2) | \$19.13 | \$19.41 | \$19.61 |
| Maintenance Person (Class 4) | \$20.56 | \$20.79 | \$21.07 |

Effective July 1, 2018 (0%)

(Hourly)

| <u>Classification</u> | <u>Start</u> | <u>6 Months</u> | <u>12 Months</u> |
|------------------------------|--------------|-----------------|------------------|
| Senior Caretaker (Class 1) | \$20.33 | \$20.57 | \$20.81 |
| Caretaker (Class 2) | \$19.13 | \$19.41 | \$19.61 |
| Maintenance Person (Class 4) | \$20.56 | \$20.79 | \$21.07 |

Effective July 1, 2019 (0.75%)**(Hourly)**

| Classification | Start | 6 Months | 12 Months |
|------------------------------|--------------|-----------------|------------------|
| Senior Caretaker (Class 1) | \$20.48 | \$20.72 | \$20.97 |
| Caretaker (Class 2) | \$19.27 | \$19.56 | \$19.76 |
| Maintenance Person (Class 4) | \$20.71 | \$20.95 | \$21.23 |

Effective July 1, 2020 (1%)**(Hourly)**

| Classification | Start | 6 Months | 12 Months |
|------------------------------|--------------|-----------------|------------------|
| Senior Caretaker (Class 1) | \$20.68 | \$20.93 | \$21.18 |
| Caretaker (Class 2) | \$19.46 | \$19.76 | \$19.96 |
| Maintenance Person (Class 4) | \$20.92 | \$21.16 | \$21.44 |