

# **Collective Agreement**

*between*

**Seine River School Division**

**Educational Assistants**

**Local 145**

*and*

**Manitoba Government and General Employees' Union**

**July 1, 2017 to June 30, 2021**

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    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.**

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	Effective January 1, 2020 (1.0%)	

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

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

between:

**Seine River School Division**

**Educational Assistants**

(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

**Preamble**

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 must work a minimum of three (3) hours but not more than six (6) hours daily. **Employees may work less than the minimum three (3) hours daily upon mutual agreement between the Union and the Employer on a case by case basis.**
- 1:03** A “full-time” employee is one who works a minimum of six (6) hours daily.
- 1:04** “Temporary” employee means:
- (a) An employee hired for an absence **where it is known that the incumbent will be absent for two (2) months or more and for a specific period of time up to twelve (12) consecutive months.**
  - (b) **The period of time a temporary employee is employed as per Article 1:04(a) shall be referred to as the “term” of employment.**
- 1:05** “Vacancy” means a position which becomes available as a result of the incumbent leaving the employ of Seine River School Division.
- 1:06** “Permanent” employee means an employee who has been hired for a position without a pre-determined time limit.
- 1:07** A “Substitute” employee is one called in occasionally by the Employer to replace an absent employee or to supplement regular staff.

**The terms of Article 1:07 and the inclusion of substitute employees within the Collective Agreement, shall become effective the date of ratification of the Collective Agreement.**

Substitutes will be offered shifts and/or hours of work available as per Article 13. The terms of this Agreement do not apply to substitute employees, except as specified hereinafter:

- (a) Substitute employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly period.
- (b) Substitute employees shall be paid in accordance with the salaries specified in Article 36.
- (c) Substitute employees shall be entitled to compensation for overtime worked in accordance with Article 14:01 and 14:02.
- (d) The Employer agrees to deduct Union dues in an amount specified by the Union in any period for which a substitute employee receives any payment in accordance with Article 5.
- (e) 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.

## 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 Manitoba Labour Board 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 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 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 Employer 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 Labour Management Committee**

**6:01** A Labour Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. **The Staff Representative and Superintendent shall also be allowed to attend and will not form part of the three (3) representatives.**

**6:02** The Committee shall meet **at least once per school year and schedule additional meetings** 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. Periods of layoff or unpaid absences will not be counted towards satisfying the probationary period of six (6) 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.
- 7:02 Probationary employees will receive feedback during the probationary period and shall be formally evaluated prior to the end of the probation period.
- 7:03 All probationary employees hired after the start of the school year shall receive up to one-half (1/2) day orientation in their designated school.

### 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-rated basis. Temporary employees shall **be entitled to Group Insurance but not Dental Services or RSP Benefits.**

### 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 four (4) 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 the **Local Union President or designate.** The bulletin shall show location, title, rate of pay, **employee type (permanent or temporary), qualifications,** and hours of work of the position being advertised. Notice of

vacancies that take place during July and August will be **emailed** to the employees most recent **email** 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.

- 9:02** Positions shall not be posted for competition until any laid-off employees have been given opportunity for recall in accordance with Article 11:05.
- 9:03** 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 relatively equal, seniority shall prevail.
- 9:04** 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.
- 9:05** A permanent employee may apply for a temporary vacancy provided the length of the term is for the duration of one (1) school year commencing no later than September 30th. A permanent employee who is the successful candidate to a term position shall remain in the term position for the duration of the school year unless they are the successful candidate for another permanent position. A permanent employee shall be entitled to retain their permanent status and return to their permanent position upon completion of the term.

#### 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 purpose of vacation pay, sick leave accrual and any other long service benefits.

- (b) A temporary employee who applies for and is awarded a permanent position prior to the end of his/her period of term employment, shall have his/her service connected for seniority purposes, provided the subsequent position commences within four (4) weeks of expiry, with the exception of any seasonal layoff, of the original temporary position.

**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 Board. The seniority of present employees shall date from the time they first entered the service of the Board.

**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. **Seniority and benefits shall be retained but not accrue during an unpaid leave of absence of more than four (4) weeks duration.**
- (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.
- (i) **Seniority for permanent employees awarded a term position for a temporary vacancy shall continue to accrue during the term.**
- (j) **Is on any period of Interpersonal Violence 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 11;
- (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 as at June 30 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 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 of two and one-half (2½) hours or more per day.

**11:02** Subject to Articles 10:03 and 10:04, 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 layoff shall be included in the definition of seniority.

**11:03** In the event of a layoff, 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 layoff.

**11:04** An employee designated for layoff 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.

**11:05** Educational Assistants laid off 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 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 Article 11:05(a) above shall be offered opportunities for recall to any available positions in the Division which may remain after the procedure in Article 11:05(a) has been followed by all schools.
- (c) Recall to positions other than the specific assignment held by the employee prior to layoff 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, 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.
- 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.
- 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 section, 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 11:07.
- (d) An employee shall be offered a position within the division at the closest available location but will be given the choice to accept or decline if the location is further than forty (40) kilometers from the employee's last work location and have the choice to remain on layoff until a position becomes available closer. If the employee declines an equivalent position offer, closer than forty (40) kilometers, they will be considered terminated.

### **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 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.
- 13:02** Employees may be assigned up to seven (7) hours of regular duty per day, which includes two (2) paid fifteen (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.
- 13:03** Employees shall receive an uninterrupted unpaid break period of one-half hour (½ hour) when assigned more than four (4) hours of duty in a day.
- 13:04** Employees scheduled to work four (4) hours or less per day shall have the option to take one (1) paid fifteen (15) minute rest period, at a time mutually agreed between the employee and his/her supervisor.

- 13:05** 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 14 Overtime**

- 14:01** All overtime must be authorized by the school Principal.
- 14:02** Overtime shall be paid at one and one-half times (1½x) the employee's regular hourly rate for all duties assigned beyond seven (7) hours per day or for all authorized work performed on a Saturday or Sunday or statutory holiday.
- 14:03** 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 15 Grievance Procedure**

- 15:01** 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.

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.

(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:

- (i) 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.
- (ii) 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.

- (iii) 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 16 Vacations**

**16:01** 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 - four percent (4%).
- (b) After two (2) years and up to eight (8) years of service - six percent (6%).
- (c) After eight (8) years of service - eight percent (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 17 General Holidays**

**17:01** 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 (if it falls on a work day) |
| Victoria Day   | Christmas Day                               |
| Canada Day     | Boxing 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 fall 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 18 Sick Leave**

- 18:01** Employees shall accrue sick leave on a prorated basis of ten (10) hours of sick leave credit for each one hundred (100) hours of paid time. Portions of paid time less than one hundred (100) hours shall be prorated accordingly. Sick leave credits shall accumulate to a maximum of six hundred (600) hours.
- 18:02** 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 three [3] hours will be paid three [3] hours of sick leave for that day.)
- 18:03** Where the Employer requests a medical certification for absence of more than three (3) consecutive days, the employee will be responsible to provide at their cost, however, where the certificate is requested by the employer for illness of three (3) consecutive days or less, 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.
- 18:04** 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.
- (a) Reasonable time off with pay to attend personal appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized regulated health care professional recommended by a physician, including travel time shall be granted and such time off shall be chargeable against the employees sick leave credits.
- (b) Whenever possible, appointments are to be made on the employee's day off or at a time when she is not scheduled to work.

If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the Employer.

- (c) When this is not possible or practical due to the urgency of the illness the employee shall discuss with her Principal. In determining an acceptable time for the employee to be absent, the urgency of the illness or the availability of appointments will be a major consideration.
- (d) The Division reserves the right to require a certificate from any of the regulated practitioners listed in Article 18:05(a) as proof of the employee's attended appointment, confirmation of illness or return to work. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave credits. Such requests will be made in a reasonable matter.

#### **Article 19 Family Leave**

- 19:01** Employees shall be entitled to use up to **five (5)** 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, 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 20 Compassionate Leave**

- 20:01** 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.

**20:02** 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.

**20:03** **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.**

#### **Article 21 Maternity, Adoptive, Parental Leave**

**21:01** 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 22 Professional Development/Training Days**

**22:01** Employees who attend professional development “PD” 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. There shall be a minimum of one (1) paid PD day per school year in addition to orientation on the first school day of the year.

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



### **Article 23 Personal Days**

**23:01** Effective at the start of the 2015/2016 school year, employees shall be entitled to one (1) paid personal day per school year subject to operational needs and approval of the school Principal. Such leave shall not be granted on the days immediately preceding and proceeding any break period during the school year.

### **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 11:10, the Employer upon intention to terminate will provide an employee who has:

- (a) Less than one (1) year of service, a minimum of one (1) week;
- (b) At least one (1) year and less than three (3) years service, a minimum of two (2) weeks;
- (c) At least three (3) years service and less than five (5) years service, a minimum of four (4) weeks;
- (d) At least five (5) years and less than ten (10) years service, a minimum of six (6) weeks;
- (e) 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 **provincial** rate for mileage necessarily incurred on School Division business, when requested **and directed** by the Employer.

**Article 27 Academic/Long Service Allowance**

**27:01** An allowance of \$1.25 per hour 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 allowance shall commence the first pay period following the employee's submission of documentation confirming said diploma or credentials.

**Effective at the start of the 2019/2020 school year the rate shall be \$1.26 per hour.**

Effective at the start of the 2020/2021 school year the rate shall be \$1.27 per hour.

- 27:02 An employee who completes eight (8) years of service in the bargaining unit shall receive a long service allowance of \$0.65 cents per hour:

Effective at the start of the 2019/2020 school year the rate shall be \$0.66 per hour.

Effective at the start of the 2020/2021 school year the rate shall be \$0.67 per hour.

### Article 28 Benefits

- 28:01 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.
- 28:02 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.
- 28:03 Eligible employees shall be enrolled in a Dental Plan administered by Blue Cross on a fifty-fifty (50/50) cost share basis with the Employer. Coverage shall be for the employees as follows:
- (a) Basic Services - one hundred percent (100%)
  - (b) Major restorations - fifty percent (50%)
  - (c) Each employee or eligible family member will be subject to an annual maximum of one thousand, five hundred dollars (\$1,500) per person.
- 28:04 The Division will provide Workers Compensation coverage for all employees covered by this Agreement.
- 28:05 Permanent employees covered under this Agreement shall be enrolled in the cost shared MGEU Retirement Savings Plan. Contributions will be based on

Employer contributions of three point three percent (3.3%) and employee contributions of three percent (3.0%) of gross earnings.

### **Article 29 Retroactive Wages**

- 29:01** Retroactive pay adjustments for the period between July 1, 2017 and the date of the signing of this Agreement shall apply to:
- (a) Employees who are in the employ of the Scine 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 Employer;
  - (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.
- 29:02** 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, 2017 and the date of the signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

### **Article 30 Payment of Salary**

- 30:01** 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 31 Employee Evaluations**

- 31:01** Formal performance appraisals shall be conducted on employees on a bi-annual basis or as required by the Employer.

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 32 No Discrimination**

**32:01** 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, or by reason of his/her membership or activity in the Union.

### **Article 33 Health and Safety**

**33:01** 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 34 Duty to Accommodate**

**34:01** 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 35 Bridging of Service**

**35:01** 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 Employer 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 1 of the Salary Schedule.

**Article 36 Remuneration**

**36:01** 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%

July 1, 2020 – 1.0%

**Article 37 Leave of Absence**

**37:01** An employee shall be entitled to necessary paid time off up to one (1) day to attend Citizenship Court for them to become a Canadian Citizen.

**Article 38 Interpersonal Violence Leave**

**38:01** In accordance with The Employment Standards Code of Manitoba, at the time of ratification, all employees who are victims of domestic violence are entitled to this leave. In accordance with this Code, all employees who qualify for such leave, they must have worked for at least ninety (90) days in the Division.

This provision can be used for the following reasons:

- (a) To seek medical attention for themselves or their minor child for a physical or psychological injury or disability caused by the domestic violence;
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counseling;
- (d) To temporarily or permanently relocate to a safe place;

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

Employees qualifying for this leave shall be entitled to leave as follows:

- (a) Up to ten (10) days in a consecutive or intermittent manner in a fifty two (52) week period, as needed by the employee and;
- (b) Up to seventeen (17) weeks in a fifty-two (52) week period to be taken in one continuous period with two weeks notice.

Employees are entitled to be paid up to five (5) days of domestic violence leave in a fifty-two (52) week period. It is the employee's responsibility to notify the employer of the days to be paid.

When taking paid days, employees must provide reasonable verification of the need for the leave. The employer may request verification from the employee for unpaid days of leave.

As per the Workplace Safety and Health Act, the Employer shall meet with the employee on work time to discuss a safety plan in regards to safeguarding their well being and well being in the workplace.

All other conditions pertaining to the provision are contained within the Employment Standards Code of Manitoba and any changes to the Code shall also apply to this Article.

For further information, please contact the Employment Standards office at 204-945-3352 or 1-800-821-4307.

### Article 39 Overpayments

- 39:01 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be



entitled to recover any overpayment made, for a period of time that does not extend further back than twenty-four ( 24) months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible, and;
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.

39:02 In the event the employee retires from, or leaves the employ of, the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

#### Article 40 Justice and Dignity

40:01 From time to time a comparatively small number of situations arise that require intervention by management due to an allegation of inappropriate behaviour or wrongdoing by an employee.

Where an allegation is made against an employee which could result in immediate termination and/or severe discipline, that employee may be placed on a paid administrative leave or accommodated in another position until the matter is investigated and a determination is made.

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 21 day of May 2020.

Wendy Bloomfield  
On behalf of Seine River School Division

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

[Signature]  
On behalf of Seine River School Division

Barbara Zeman  
On behalf of Manitoba Government and General Employees' Union

M. Kudera  
On behalf of Seine River School Division

K. Dupuis  
On behalf of Manitoba Government and General Employees' Union

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

**Memorandum of Agreement**

between

**Seine River School Division**

**Educational Assistants**

and

**Manitoba Government and General Employees' Union**

**Re: 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 13:02 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.

Signed this 21 day of May, 2020.

Wendy Bloomfield  
On behalf of Seine River School  
Division

[Signature]  
On behalf of Seine River School  
Division

M. Tudeau  
On behalf of Seine River School  
Division

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

Barbara Unrau  
On behalf of Manitoba Government  
and General Employees' Union

K. Dupuis  
On behalf of Manitoba Government  
and General Employees' Union

J.M. Kepler O.M.  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

between

**Seine River School Division**

**Educational Assistants**

and

**Manitoba Government and General Employees' Union**

**Re: Education Equivalency Program**

---

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.

Signed this 21 day of May, 2020

Mendy Bloomfield  
On behalf of Seine River School  
Division

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

[Signature]  
On behalf of Seine River School  
Division

Barbara Uman  
On behalf of Manitoba Government  
and General Employees' Union

[Signature]  
On behalf of Seine River School  
Division

K. Dupuis  
On behalf of Manitoba Government  
and General Employees' Union

J.M. Kehler Sr.  
On behalf of Manitoba Government  
and General Employees' Union

Memorandum of Agreement

between

Seine River School Division

Educational Assistants

and

Manitoba Government and General Employees' Union

Re: Vacation Pay Model

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The parties shall mutually agree to maintain a vacation pay model ensuring that all Educational Assistants are fully paid during the winter break period utilizing their vacation pay.

The model shall be cost neutral for the Employer and minimize Employment Insurance effects to the employees.

This model shall continue to be applied for the duration of this Agreement or until ratification of a new agreement. Either party shall have the ability to withdraw from this arrangement providing they provide forty-five (45) days advance notice.

Signed this 21 day of May, 2020.

Hendy Bloomfield  
On behalf of Seine River School  
Division

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

[Signature]  
On behalf of Seine River School  
Division

Barbara Uman  
On behalf of Manitoba Government  
and General Employees' Union

M. Guéneau  
On behalf of Seine River School  
Division

K. Dupuis  
On behalf of Manitoba Government  
and General Employees' Union

Jm. Kepler Sr.  
On behalf of Manitoba Government  
and General Employees' Union



**Salary Schedule**

	<b>July 1, 2017</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>	<b>July 1, 2020</b>
Step 1	\$15.63	\$15.63	\$15.75	\$15.91
Step 2	\$16.94	\$16.94	\$17.07	\$17.24
Step 3	\$17.88	\$17.88	\$18.01	\$18.19
Step 4	\$18.55	\$18.55	\$18.69	\$18.88
Step 5	\$19.01	\$19.01	\$19.15	\$19.34

