

COLLECTIVE AGREEMENT

BETWEEN:



CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3305

- AND -



MOUNTAIN VIEW SCHOOL DIVISION

**(EDUCATIONAL ASSISTANT,
EDUCATIONAL INTERPRETOR/TUTOR, LIBRARY ASSISTANT,
FOOD SERVICES ASSISTANT)**

TERM OF AGREEMENT:

JANUARY 1, 2021 TO DECEMBER 31, 2025

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THIS AGREEMENT MADE THIS 4th DAY OF MAY, 2024

BETWEEN:

**MOUNTAIN VIEW SCHOOL DIVISION
OF THE PROVINCE OF MANITOBA,
(hereinafter called "The Division")**

PARTY OF THE FIRST PART,

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL UNION NO. 3305
REPRESENTATIVES OF MOUNTAIN VIEW SCHOOL DIVISION
(hereinafter called "The Union")**

PARTY OF THE SECOND PART,

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the operation of schools and direction of the staff covered by Certificate MLB-6326 and/or as listed in Schedule "A" attached, including the right to hire, suspend, or discharge for just cause; to assign to jobs, to classify, to promote, to transfer employees among the schools; to increase, decrease or reorganize the staff, both permanent and temporary; and 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 Division.

PREAMBLE

WHEREAS, it is the desire of both parties to this Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

WHEREAS, it is now desirable that methods of bargaining and all matters pertaining to the working conditions of employees be drawn up in a Collective Agreement.

Now therefore, the Parties agree as follows:

ARTICLE 1 - SCOPE OF THE AGREEMENT

1.01 This Agreement covers all term, temporary, part-time and full-time employees as outlined by Manitoba Labour Board Certificate, MLB-6326 as issued by the Manitoba Labour Board and/or as listed in Schedule "A" attached. A casual/substitute or student employee is not covered by this Collective Agreement.

1.02 Definitions

- a) A "full-time" employee is one who regularly works the hours specified in Article 9.
- b) A "part-time" employee is one who regularly works less than the full-time hours specified in Article 9.
- c) A "temporary" employee is one who is hired for a specific period of time, or the completion of a specific job or until the occurrence of a specified event up to a maximum of thirty (30) continuous calendar days.
- d) A "term" employee is one who is hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event exceeding thirty (30) continuous calendar days and up to a maximum of eighteen (18) continuous calendar months. One copy of the Agreement entered into between the employee affected and the Division shall be given to the employee and to the President of the Local and to the Union Representative. An extension, in excess of eighteen (18) continuous calendar months, of a term position shall be by mutual agreement of the Union and Division.
- e) A "casual/substitute" employee is one who is employed on an irregular or unscheduled basis.
- f) A "Student" employee is one who is employed during May to August.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.01 This Agreement shall be binding and in effect from January 1, 2021 to December 31, 2025, and shall continue in effect thereafter unless terminated or renewed as hereinafter provided.
- 2.02 If either party to this Agreement desires to renew, revise, or terminate this Agreement, such party shall give written notice to the other party of their intent, not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiry date.
- 2.03 Within ten (10) calendar days following receipt of the written notice, or such time as may be mutually agreed, the party receiving the notice shall be prepared to commence negotiations and shall so notify the other party.
- 2.04 Should either party deem it necessary to negotiate changes during the term of the Agreement, such changes may be made by mutual agreement and shall be covered by Letters of Understanding.
- 2.05 No part of this Agreement shall have a retroactive effect unless specifically provided for.

ARTICLE 3 - UNION DUES

- 3.01 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.
- 3.02 Deductions shall be made from the monthly payroll and forwarded to the Treasurer of the Union not later than the fifteenth (15th) day of the month following. The cheque shall be accompanied by a list of names and wages earned of each employee for whom the deductions have been made.
- 3.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.
- 3.04 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, action and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the deductions of union dues as provided in Article 3.01.
- 3.05 The Union shall notify the Division in writing of any change to the amount of dues to be deducted at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

- 3.06 The Union shall notify the Division, in writing, of the names of its authorized Representatives, and the Division shall be required to recognize only those Representatives of whom it has received notice.

ARTICLE 4 - PROBATIONARY PERIOD

- 4.01 Every employee shall be placed on probation from the date on which employment commenced for a three (3) month period with an additional three (3) months if further evaluation is required. If the additional three (3) months is required, the employee and the Union must be notified in writing two (2) weeks prior to the conclusion of their first three (3) months, that their probationary period has been extended along with the reason for the extension.
- 4.02 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not have recourse through the Grievance Procedure for discharge.
- 4.03 Upon completion of the probationary period, seniority shall be retroactive to the first day of continuous employment.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Division and Union jointly agree that there shall be no discrimination against any employee as defined by the Human Rights Code nor shall there be any discrimination against any employee because of Union membership or non-membership or Union activity.
- 5.02 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.

ARTICLE 6 - SENIORITY

- 6.01 Seniority is defined as the number of years of continuous service with the Division and shall be one of the factors in determining preference or priority for promotions, transfers, demotions, layoffs and recalls.
- 6.02 The Union shall notify the Division in writing of the name of its officers and Stewards and the Division shall be required to recognize only these officers and Stewards.

- 6.03 An employee's seniority shall be maintained and accumulated during:
- a) Any absence due to illness or accident covered by Workers' Compensation, or the employee's accumulated sick leave credits.
 - b) Any authorized leave of absence up to sixty (60) calendar days.
 - c) Any statutory period of absence for parental leave as provided in the *Employment Standards Code*.
- 6.04 An employee's seniority shall be maintained but not accumulated during:
- a) An authorized leave of absence in excess of sixty (60) calendar days but less than one (1) year.
 - b) Any period of lay off up to fifteen (15) months.
- 6.05 An employee's seniority shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- a) is laid off for a period longer than fifteen (15) months;
 - b) fails to report for duty within seven (7) calendar days without a valid reason after notification by registered mail or personal service to their last known address or phone number, to do so following a layoff; the onus is on the employee to inform the employer of their current address and telephone number.
 - c) is on unpaid leave of absence longer than one (1) year.
 - d) is discharged and not reinstated;
 - e) resigns in writing;
 - f) fails to report for duty without valid reason at the termination of leave of absence, vacation or suspension.
- 6.06 In the month of October the Division shall provide the Union with a seniority list of all employees, along with their phone number and mailing address.

ARTICLE 7 - PROMOTIONS/STAFF CHANGES/VACANCIES

- 7.01 When choosing an applicant for a vacant position, the Division shall base its decision on the applicant's qualifications, skill and ability to perform the duties of the position. Where qualifications, skill and ability are equal, seniority shall prevail.
- 7.02 When a position within the scope of this Agreement becomes vacant, or when a new position is established, the Division agrees:
- a) to notify the Union in writing of this occurrence, and
 - b) to post, wherever possible, a notice of the vacancy or new position on all applicable bulletin boards within the Division, for a period of not less than five (5) working days. Postings shall include the following information: the nature and location of the position, the required knowledge, education, skill, and hours of work.
 - c) The president of the Local will be advised when the Division is contemplating posting and advertising concurrently.
- 7.03
- a) If the successful applicant is internal, the employee shall be placed on a trial period of three (3) months. The trial period can be extended an additional three (3) months by the Division or the employee. If the additional three (3) months is required by either party, they must notify the other party in writing two (2) weeks prior to the conclusion of their first three (3) months, along with the reason for the extension. Conditional on satisfactory service, the employee shall be declared permanent after the conclusion of the trial period.
 - b) In the event the employee proves unsatisfactory in the position or if the employee finds themselves unable to perform the duties of the position during the trial period, they shall be returned to their former position without loss of seniority, wage or salary rate.
 - c) Any other employees promoted or transferred because of the trial period shall revert to their former position without loss of seniority and with no recourse to the grievance and arbitration procedures.
- 7.04 Employees shall be paid the higher rate of pay when assigned to a higher position where such assignment is for one full day or longer.
- 7.05 The Division shall notify the Union in writing of all appointments, transfers, lay-offs and recalls within ten (10) working days.

- 7.06 A position remaining vacant for more than thirty (30) continuous calendar days will be posted in accordance with the provisions of this Collective Agreement.
- 7.07 It is understood that the position filled by students, casual/substitute or temporary employees will not be subject to posting.
- 7.08 When a new position that falls within the scope of the Bargaining unit is established by the Division or an existing position is amended, the rate of pay shall be subject to negotiations between the Division and the Union. If the Parties are unable to agree on the rate of pay, such disagreement shall be submitted to arbitration as provided for under this Agreement.

If the new classification is established or position amended within six (6) months prior to the expiry of the Collective Agreement, and the Employer and the Union cannot reach an agreement on the rate of pay, then the parties agree to resolve the matter in collective bargaining. Should the result be an increase to the classification, the affected employee(s) will receive full retroactive pay to the date of the implementation of the new classification.

ARTICLE 8 - LAYOFF

8.01 Layoff and Recall

- a) A layoff shall be defined as a reduction in the workforce.
- b) In the event of a layoff, employees who are to be laid off shall be provided with thirty (30) calendar days' written notice, prior to the effective date of layoff, or equivalent pay in lieu of notice.
- c) An employee who is to be laid off may elect to:
- i) Be re-assigned to perform the work of the least senior employee within their classification or shall be assigned to replace the least senior employee within the Bargaining Unit, providing the employee possesses the ability, skill and qualifications to perform the work.
 - ii) Receive a layoff notice and receive priority for recall to any vacant or new position that becomes available provided that such employee possesses the ability, skill and qualifications to perform the work.

- d) No new employee shall be hired until those on lay-off who possess the qualifications, skill and ability, to perform the work have been given the opportunity of recall
- e) Employees on layoff shall receive, where reasonably possible, preference for available hours. The period of recall shall be extended by the equivalent number of days worked.
- f) Employees who elect to be re-assigned under 8.01(c)(i) above, and where the hours of the re-assignment are lower than their original hours, shall continue to be subject to recall to any new positions that become available that matches or exceeds their original hours.
- g) In all cases, seniority by classification and the possession of ability, skill and qualifications to perform the work shall prevail.

For the sole purpose of this layoff/recall protocol only, the following shall be the defined classification grouping:

Education Assistant, Education Interpreter/Tutor, Library Assistant,
Food Service Assistant

- h) Where two employees possess the same start date with the Division, seniority shall be determined by calculating the total hours worked for the employees concerned. The senior employee shall be the one with the most hours worked since their start date.
- i) This layoff protocol does not apply to the normal school closures: Christmas, Spring break or Summer break. This recall protocol does not apply to the normal school closures: Christmas and Spring break.
- j) Re-call notices shall be by registered mail or personal service. The recalled employee shall have five (5) working days from receipt of notice to respond. It is the employee's responsibility to provide the Division with a current address and phone number.
- k) An employee who refuses a recall without just cause, will have their seniority terminated and shall have no further recall rights.

ARTICLE 9 - HOURS OF WORK

- 9.01 All Education/Library Assistants and Food Services employees shall work up to a scheduled thirty-five (35) hour week, five (5) days per week, seven (7) hours per day, exclusive of the lunch break, Monday to Friday inclusive.
- 9.02 Employees shall be afforded a rest period of fifteen (15) minutes for each two and one half (2½) hours worked to a maximum of 2 breaks per day.
- 9.03 Employees shall take shifts according to the schedule established by the Employer. The employee shall be notified of any change in shift, at least ten (10) working days prior to the actual date of change taking effect.

ARTICLE 10 - OVERTIME

- 10.01 Overtime shall not be performed or paid for unless authorized by the employer.
- 10.02 An employee required to report back to work after completion of their regular hours, or on their scheduled day off, shall receive compensatory time off, at a mutually agreeable time in lieu of overtime, at one and one-half (1½) times actual time worked, with a minimum of three (3) hours' compensatory time for each incident.
- 10.03 When Educational/Library Assistants, and/or Food Services employees are directed to work beyond seven (7) hours daily or thirty-five (35) hours per week, such hours shall be considered as overtime and shall be paid for at one and one half (1½) times the employee's hourly rate.
- 10.04 Employees may, with the approval of their immediate supervisor or applicable Administrator, exchange time worked as overtime for equivalent time off, provided that this arrangement is mutually agreed to in advance of the time being worked.
- 10.05 An employee who works overtime for a period in excess of three (3) hours and should the overtime occur over the normal meal periods, the employee will be entitled to reimbursement for meals in accordance with Division policy.

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 All employees shall have the following holidays off at their regular rate of pay provided they are listed as "active" on the payroll:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Terry Fox Day	Boxing Day
Louis Riel Day	
Orange Shirt Day (National Day for Truth and Reconciliation)	

and any other statutory holidays as proclaimed by the Provincial or Federal Government.

11.02 In the event of any of the said holidays falling on a Saturday or Sunday, such holiday shall be observed on the day substituted therefore by the Provincial and/or Federal Government.

11.03 When a recognized holiday falls during an employee's annual vacation, they shall be allowed an additional day at a time mutually agreeable to the employee and the Employer.

ARTICLE 12 - VACATIONS

12.01 The vacation pay shall be calculated, as outlined below, as to the number of years service on June 30th of each year.

4% during first year of continuous service,
6% upon completion of 1 year of continuous service,
8% upon completion of 8 years of continuous service,
10% upon completion of 15 years of continuous service,
12% upon completion of 25 years of continuous service.

12.02 Ten (10) month employees shall receive their vacation pay semi-monthly and shall be recognized as working a full year for purposes of vacation entitlement.

ARTICLE 13 - SICK LEAVE

- 13.01 Sick leave is provided for the sole purpose of insuring an income to employees during periods of illness except as otherwise indicated in this Article.
- 13.02 An employee shall accrue sick leave credits at the rate of two (2) days per month of paid service prorated for unpaid days. Unused sick leave shall be cumulative to a maximum of one hundred twenty (120) days. All employees shall be notified by the end of September of each year of their total accumulated sick leave entitlement.

Employees who are absent on paid leave, shall continue to accrue sick leave credits except that employees on paid sick leave shall not accrue further sick leave credits.

Effective September 2024, an employee shall accrue sick leave credits at the rate of two (2) days per month of paid service prorated for unpaid days. Unused sick leave shall be cumulative to a maximum of one hundred twenty-five (125) days. All employees shall be notified by the end of September of each year of their total accumulated sick leave entitlement.

Employees who are absent on paid leave, shall continue to accrue sick leave credits except that employees on paid sick leave shall not accrue further sick leave credits.

- 13.03 Employees who use seven (7) sick days or less over the twelve (12) month period July 1st to June 30th in any school year shall be entitled to one (1) paid personal day to be taken in the next school year at a time mutually agreed upon between the employee and the Division.

Notwithstanding the above, employees who use five (5) sick days or less over the twelve (12) month period July 1st to June 30th in any school year shall be entitled to an additional one (1) paid personal day to be taken in the next school year at a time mutually agreed upon between the employee and the Division.

- 13.04 An employee may utilize up to four (4) sick days per school year to attend to the illness of that employee's child(ren), spouse or parents.

Effective September 2024, an employee may utilize up to five (5) sick days per calendar year to attend to the illness of that employee's child(ren), spouse or parents.

- 13.05 Employees shall submit to a medical examination by a Division designated medical practitioner at the request of the Division, if such examinations are required as a condition of the continued employment. The cost for such medical examination shall be borne by the Division.

The Division will pay the full cost of any medicals required by the employees during the course of their employment except with respect to those medicals required by the Motor Vehicle Branch.

Suspected abuses of sick leave shall be investigated in which case the Division may require that an employee be examined by a duly qualified medical practitioner of the Division's choice. Proven instances of abuse shall result in disciplinary action being taken against the employee.

- 13.06 When an employee has exhausted their accumulated sick leave credits as outlined in 13.02, the Division, shall provide unpaid sick leave to an employee(s) who has requested such leave and provided sufficient medical evidence is provided. The Division, in its discretion, may grant additional sick leave with pay.

- 13.07 Should the Division become eligible for a reduction in the Employment Insurance premium under the terms of the Employment Insurance Act, the five-twelfth (5/12) portion due to the employees' shall be remitted to the Union semi-annually.

- 13.08 When an employee has suffered an illness or injury resulting from a motor vehicle accident, and is unable to perform their duties, the Division shall place the Employee on sick leave, providing that the employee has accrued sick time. Employees shall only be paid sick leave to the extent that they have accumulated such time. Any employee who has no accumulated sick time, or runs out of accumulated sick time during this leave, shall be placed on an unpaid leave.

Should the employee receive a wage loss replacement benefit from Manitoba Public Insurance, the employee shall reimburse the Division the amount of sick time received from the Division during this leave, to the extent that the MPI wage loss benefits cover the sick time paid to the employee. Such reimbursement to the Division shall be applied to reimburse the Employee's accrued sick time.

- 13.09 Whenever possible, employees shall attempt to schedule medical appointments to minimize the time away from the workplace. Such leave shall be counted against the employee's accumulated sick leave.

ARTICLE 14 - LEAVE OF ABSENCE

Compassionate Leave

- 14.01 An employee shall be granted up to five (5) days leave, without loss of salary, in the case of death or serious illness of a father, mother, sister, brother, son, daughter, wife, husband, common-law spouse, father-in-law, mother-in-law, grandparents, grandchild, foster child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-child, step-parent.
- 14.02 Leave, in excess of the five (5) days maximum may be granted at the discretion of the Board.
- 14.03 Necessary time off, up to one half (½) day shall be granted to an employee to attend to a funeral as a pallbearer or eulogist. Such time shall not be taken in addition to compassionate leave in Article 14.01.
- 14.04 It is the responsibility of all employees to notify their immediate supervisor or applicable Administrator prior to taking such leave.
- 14.05 In case of death, as outlined above, the applicable day(s) shall be immediately after the death on days which would have normally been working days for the employee. Upon request, immediately after the death, the employee can request to retain up to one (1) day (from the cumulative applicable day(s)) to be used, at a later date, to attend a funeral and/or burial which is scheduled to happen on that date.

Union Leave

- 14.06 The Division may grant leave of absence with pay and without loss of seniority to representatives of the Union transacting business with the Division during hours of work.
- 14.07 The Division will grant leave of absence without pay and without loss of seniority to an employee transacting union business. The Division shall be advised in writing as soon as possible but in no case no less than fifteen (15) working days prior to the anticipated leave.
- 14.08 The Division shall, if requested by the Union, continue to pay the employee during periods of leave of absence without pay as if they had remained at work. The Division will then bill the Union an amount equal to one hundred percent (100%) of the employee's salary to cover the cost of wages and fringe benefits.

Maternity, Paternity or Adoptive Leave

- 14.09 Employees shall be entitled to maternity, parental and adoptive leave in accordance with the provisions of *The Employment Standards Code*.

General Leave

- 14.11 An employee may be entitled to a general leave of absence without pay and without loss of seniority when they request such leave. Such request shall be in writing and approved by the Employer.

Court Duty

- 14.12 The Employer shall grant leave of absence without loss of pay to an employee who serves as a juror or as a subpoenaed witness other than a court proceeding occasioned by the employee's private affairs. The employee shall remit any payment received for such service excluding expenses. The employee shall immediately notify the Division upon becoming aware of his requirement to attend at court.

ARTICLE 15 - COMMITTEES – BARGAINING AND GRIEVANCE

- 15.01 The Union shall notify the Division, in writing, as to the names of the Executive members of the Bargaining and Grievance Committees.

The Employer shall notify the Union in writing as to the names of Trustee committee representatives and all others who may be required to deal with the Union.

- 15.02 The Grievance Committee shall not exceed four (4) Union members.

- 15.03 The Bargaining Committee shall not exceed six (6) Union members.

- 15.04 The Union shall have the right to representation by the Canadian Union of Public Employees and/or legal counsel. The Division shall have the right to representation by the Manitoba Association of School Trustees and/or legal counsel.

- 15.05 A maximum of three (3) employee representatives of the Grievance Committee shall be allowed to attend grievance meetings with the employer and where such meetings are held during the employee's normal working hours, such time will be at no loss of pay.

- 15.06 Joint Union-Board Committee meetings shall be held to discuss matters relating to the administration, application and interpretation of this Agreement and other matters which may improve the efficiency and operation of the Division. Such meetings may be held upon the request of either party. An agenda in writing of the items to be discussed must be received by the other party five (5) working days prior to the actual date of the meeting.

All minutes of Board-Union Committee meetings will be circulated to all Committee members within twenty (20) working days.

ARTICLE 16 - GRIEVANCE

16.01 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

16.02 Settling of Grievances:

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

The aggrieved employee or employees shall discuss the alleged grievance with their immediate supervisor within the time frame outlined below. If the aggrieved employee(s) does not receive a satisfactory resolve within fifteen (15) working days, the grievance committee may then put the grievance in writing and proceed with Step 1 of the grievance procedure.

The employee(s) may choose to be accompanied by a Union Representative at each step of the Grievance Procedure.

Where a violation of this Agreement is alleged by a party to or persons bound by the agreement or on whose behalf it was entered into, or difference between the parties arises relating to the content, meaning, application or violation of this Agreement, either party shall within fifteen (15) working days of the event giving rise to the alleged violation or difference, or within fifteen (15) working days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other party in writing stating the alleged violation or difference and the solutions sought.

Step 1

Failing satisfactory resolve being reached with the supervisor, a Grievance Committee will submit to the Secretary-Treasurer/Superintendent a written statement of the particulars of the grievance and the redress sought and shall meet with the same to attempt to resolve the grievance within seven (7) working days of receipt of the supervisor's decision. The Secretary-Treasurer/Superintendent shall render his decision within seven (7) working days after receipt of the Grievance Committee statement.

Step 2

Failing satisfactory settlement being reached in Step 1, the Grievance Committee will submit the written grievance to the Board of Trustees (c/o the Secretary-Treasurer) within seven (7) working days of receipt of the decision of the Secretary-Treasurer/Superintendent. The Board, upon receipt of the written grievance, shall render its decision within five (5) working days after the next regularly scheduled Board meeting, provided the grievance is received five (5) working days prior to the next scheduled Board meeting. Should the Secretary Treasurer not receive the grievance five (5) working days in advance of the Board meeting, the grievance shall be moved to the subsequent Board meeting with a decision rendered within five (5) working days of that meeting.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may within a further ten (10) working days from receipt of the Board's decision, refer the dispute to arbitration.

Replies to grievances shall be in writing.

Grievances settled satisfactorily within the time allowed shall date from the time of the incident.

Time limits, as specified in Article 16, may be extended by mutual agreement between the Division and the Union in writing.

- 16.03 An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to Step 2.
- 16.04 If the grievor or the Union fail to process a grievance to the next step in the Grievance Procedure within the time limits specified, the grievance shall be deemed to have been abandoned. If the Division fails to process a grievance to the next step in the Grievance Procedure within the time limits

specified, the grievance shall be deemed rejected and move to the next step in the Grievance Procedure.

- 16.05 Nothing herein shall prohibit the parties from agreeing to a single arbitrator. If the parties so agree the provisions relating to an arbitration board as outlined in the *Labour Relations Act* (LRA) shall apply with necessary changes in points of detail to the single arbitrator. The decision of the Arbitrator/Board shall be binding on both parties, but in no event shall the decision alter, modify, or amend this Agreement.

ARTICLE 17 - PERSONNEL FILES AND EMPLOYEE EVALUATION

- 17.01 An employee may, at a mutually agreed time, review their personnel file after submitting a written request for such a review to the Secretary-Treasurer.
- 17.02 Upon written request the employee shall receive an exact copy of any documents contained in the file.
- 17.03 The Division will have a representative present when the employee is examining their personnel file and the employee, if their so desire, shall have the right to have a representative of the Union present.
- 17.04 The employee has the right to respond regarding the content of their file. The Division shall place such written response in the employee's file.

ARTICLE 18 - DISCIPLINARY AND TERMINATION PROCEDURES

- 18.01 Any termination of an employee by the Board shall be done in writing. The Union shall be notified of all terminations.

ARTICLE 19 - TRAINING

- 19.01 The Division shall determine and provide on-the-job training as needed for employees of the Division in areas which are directly related to their positions.
- 19.02 It shall be a requirement for all employees to attend such training sessions as the Division deems necessary for the upgrading of their vocational skills.
- 19.03 The Division agrees to bear the cost of such training programs.

ARTICLE 20 - SALARIES/WAGES

- 20.01 The Division shall pay wages and salaries semi-monthly, in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 20.02 An employee who has severed his employment between the termination date of the last agreement and the effective date of the new agreement shall receive the full retroactive, if any, increase in wages or salaries. It is the employee's responsibility to provide the Division with a current address.
- 20.03 The anniversary dates for annual increments for all employees shall be the individual's last date of hire.
- 20.04 Upon request by the employee, the Division shall make available a statement of accruals; overtime, vacation, sick time and personal days.

ARTICLE 21 - MILEAGE AND OTHER EXPENSES

- 21.01 Employees required to use their own vehicle while performing school division duties shall be compensated in accordance with the mileage policy of the school division.
- 21.02 When employees are required to work outside their home-based facility without sixteen (16) hours' prior notice, and should such work occur over the normal meal periods, the employee will be entitled to reimbursement for meals in accordance with Division policy.

ARTICLE 22 - PENSION PLAN

- 22.01 The School Division will make the Manitoba School Boards Association Pension Plan available to eligible employees in the unit.

ARTICLE 23 - MSBA/MTS MANITOBA PUBLIC SCHOOL EMPLOYEE DENTAL & EXTENDED HEALTH BENEFIT PLAN

- 23.01 Effective September 1, 2014, the Division will participate in the administration of the MSBA/MTS Manitoba Public School Employees Dental & Extended Health Benefit Plan (the "Plan") in accordance with the terms and conditions of the plan.

All Employees covered by this collective agreement that are eligible under the terms of the Plan shall be required to participate in the Plan unless entitled to elect out of the Dental and Extended Health plan as may be permitted under the terms thereof.

Effective September 1, 2014, the Division will contribute up to \$600 per year for each eligible employee enrolled in the plan. The level of coverage will be selected by Local 3305 prior to the effective date outlined above. \$600 will be paid out equally in each pay period from September 1 until August 31 of each year.

Effective September 1, 2015, the Division is prepared to contribute up to \$611 per year for each eligible employee enrolled in the plan.

Effective September 1, 2016, the Division is prepared to contribute up to \$626 per year for each eligible employee enrolled in the plan.

ARTICLE 24 - GROUP LIFE INSURANCE

- 24.01 The Division 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.
- 24.02 Employees coming onto staff after September 1, 1984, shall be required to participate in the Plan.

ARTICLE 25 - STRIKES AND LOCKOUTS

- 25.01 The Parties hereto agree that there shall be no strikes, slow downs, lockouts or any other work stoppage, or interference with work, which would cause any interruption during the lifetime of this Agreement, and no strike action will be taken until the full provisions of the Manitoba Labour Act, in respect to these matters, have been complied with.
- 25.02 The Union agrees to give the Division at least two (2) weeks (fourteen (14) days) written notice as to the time and date of strike action.
- 25.03 The Division agrees to give the Union at least two (2) weeks (fourteen (14) days) written notice as to the intended time and date of lockout.

ARTICLE 26 - WORKPLACE SAFETY AND HEALTH

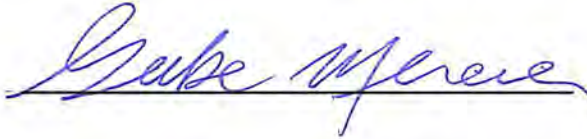
26.01 The Division and Union agree to co-operate in promoting safe and healthy practices and conditions within the Division and to adhering to The Workplace Safety and Health Act of Manitoba.

In witness whereof the Board caused these presents to be sealed with the seal of the MOUNTAIN VIEW SCHOOL DIVISION and signed by the Chairman and Secretary-Treasurer of the Board and the Union has caused these presents to be executed on its behalf by the LOCAL UNION NO. 3305.

DATED this 4th day of May, 2024.

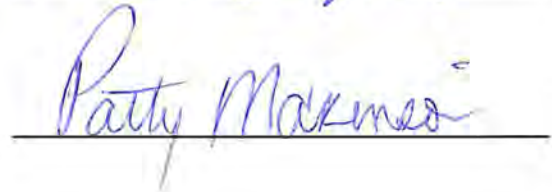
SIGNED ON BEHALF OF
MOUNTAIN VIEW SCHOOL DIVISION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3305









**LOCAL 3305 MOUNTAIN VIEW SCHOOL DIVISION
SCHEDULE A**

Classification	Jan. 1, 2021 2.5%	Jan. 1, 2022 2.75%	Jan. 1, 2023 2.90%	Jan. 1, 2024 2.90%	25-Jan Adjust	Jan. 1, 2025 3.00%	25-Sep Adjust	Sep. 1, 2025 0.00%
Educational Assistant								
Start	17.84	18.33	18.86	19.41	0.25	20.25	0.50	20.75
2 nd Year	18.52	19.03	19.58	20.15	0.25	21.01	0.50	21.51
3 rd Year	20.65	21.22	21.84	22.47	0.25	23.40	0.50	23.90
Educational Interpreter/Tutor								
Start	22.77	23.40	24.08	24.78		25.52		25.52
2 nd Year	24.04	24.70	25.42	26.16		26.94		26.94
3 rd Year	25.31	26.01	26.76	27.54		28.37		28.37
Library Assistant						-		
Start (**)	16.79	17.25	17.75	18.26		18.81		18.81
2 nd Year (**)	17.44	17.92	18.44	18.97		19.54		19.54
3 rd Year (**)	19.46	20.00	20.58	21.18		21.82		21.82
Food Services Assistant	19.25	19.78	20.35	20.94	0.25	21.83	0.50	22.33

Educational Assistant Certification – Additional fifty cents (\$0.50) per hour for employees who hold the certificate.

Effective September 2025, Educational Assistant Certification – Additional dollar (\$1.00) per hour for employees who hold the certificate.

Level III Student Assignment

- An additional thirty cents (\$0.30) per hour shall be paid to an Education Assistant assigned work with a Level III Special Needs student provided the EA works a minimum of fifteen (15) minutes with a Level III student during their assigned shift.
- An Educational Assistant assigned to work in the transition classroom at the DRCSS shall be deemed to be assigned to a Level III special needs student and will be entitled to the additional thirty cents (\$0.30) per hour.

Effective January 2025, an additional fifty cents (\$0.50) per hour shall be paid to an Education Assistant assigned work with a Level III Special Needs student provided the EA works a minimum of fifteen (15) minutes with a Level III student during their assigned shift.

Library Technician Certification – An additional fifty cents (\$0.50) per hour for employees who hold the certificate.

Effective September 2025, Library Technician Certification – An additional dollar (\$1.00) per hour for employees who hold the certificate.

LETTER OF UNDERSTANDING

BETWEEN

MOUNTAIN VIEW SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3305

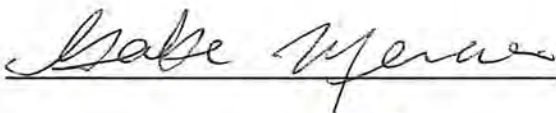
RE: CONTRACTING OUT

The Parties agree to the following for the period commencing January 1, 2021, and terminating December 31, 2025.

No employee shall lose their job as a result of the Employer contracting out their service.

DATED this 4th day of May, 2024.


SIGNED ON BEHALF OF
MOUNTAIN VIEW SCHOOL DIVISION





SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3305





LETTER OF UNDERSTANDING

BETWEEN

MOUNTAIN VIEW SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3305

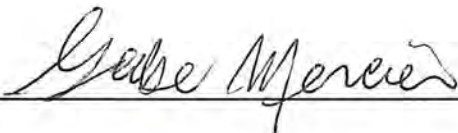
RE: SENIORITY – CUSTODIAL

For the purpose of employee promotion, seniority accumulated under Local 3305 (Custodial, Clerical, Bus Drivers, Maintenance, Mechanical, and Computer Technicians) shall be given recognition in accordance with the terms outlined in this collective agreement.

DATED this 4th day of May, 2024.

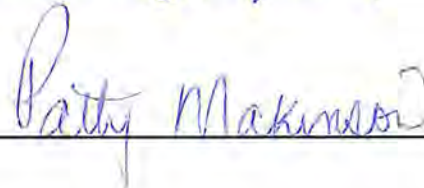
SIGNED ON BEHALF OF
MOUNTAIN VIEW SCHOOL DIVISION

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EMPLOYEES LOCAL 3305









LETTER OF UNDERSTANDING

BETWEEN

MOUNTAIN VIEW SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3305

RE: INDEMNIFICATION

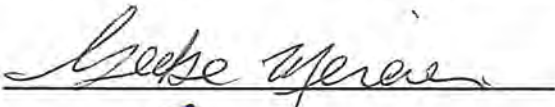
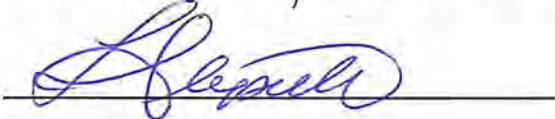
The Employer has purchased and will maintain insurance coverage to provide its employees protection as follows:

The Employer shall indemnify and save harmless all employees operating within the scope of their duties from legal liability for bodily injury or property damage, including protection in the event of claims arising from the administration, of "medical-type" services, in an emergency type situation. This clause shall apply whether or not a teacher/administrator is present or is directing the administration, providing that the employee is acting within the best interest of the person involved.


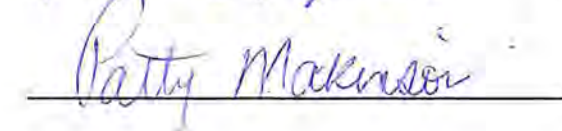
The Employer will provide legal defence costs and where the interest of the Employer and employee(s) are not synonymous; the employee(s) will be entitled to receive independent legal defence(s) at no cost to the employee.

DATED this 4th day of May, 2024.

SIGNED ON BEHALF OF
MOUNTAIN VIEW SCHOOL DIVISION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3305

LETTER OF UNDERSTANDING

BETWEEN

MOUNTAIN VIEW SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3305

RE: EXTRA-CURRICULAR LEAVE

Voluntary "extra curricular activities" means student-related athletic, social, recreational and cultural activities, occurring outside the normal workday.

An eligible extra curricular activity must have received prior approval from the school administration. The Superintendent of Schools shall adjudicate any dispute as to whether or not a specific activity qualifies under this clause.

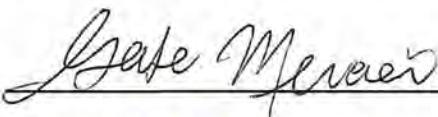
Commencing with the school year starting September 2010, and thereafter, in any school year (as per the Minister of Education and Training's definition) an employee who participates in approved extra curricular activities on a voluntary basis shall be entitled to a paid leave of seven (7) hours for each fifty (50) hours of approved extra curricular duties performed in that school year. Each qualifying fifty (50) hours may be accumulated over two (2) consecutive years.

The date for such leave shall be agreed upon between the school administration and the employee and reported to the Superintendent.

Employees will be allowed to carry over seven (7) unused hours of leave paid to the next school year for an overall maximum of fourteen (14) hours of paid leave in any school year.

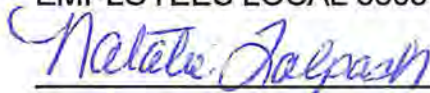
DATED this 4th day of May, 2024.

SIGNED ON BEHALF OF
MOUNTAIN VIEW SCHOOL DIVISION





SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3305





LETTER OF UNDERSTANDING

BETWEEN

MOUNTAIN VIEW SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3305

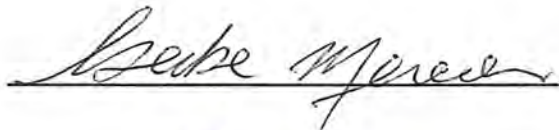
RE: TRAINING

Mountain View School Division and CUPE 3305 agree to the following:

- Meet outside the Collective Agreement
- Each appoint 4 representatives
- Discuss joint concerns regarding training and travel
- Committee will make a recommendation to the Board
- Completed by Dec 31, 2024

DATED this 4th day of May, 2024.

SIGNED ON BEHALF OF
MOUNTAIN VIEW SCHOOL DIVISION





SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3305



