

# **Collective Agreement**

*between*

**Seine River School Division**

**Secretary and Library Employees**

**Local 144**

*and*

**Manitoba Government and General Employees' Union**

**July 1, 2021 to June 30, 2025**

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

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

This Agreement made this 20<sup>th</sup> day of July, 2023.

between

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

of the first part

and

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

of the second part.

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

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

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

NOW THEREFORE the Employer and the Union agree as follows:

## Article 1 Interpretation and Definitions

- 1:01** In this Agreement, **all genders shall be identified as they/them/their**, the singular shall be construed as including the plural and **the plural as including the** singular, where applied.
- 1:02** A “Part-time” employee is one who works less than the regular daily or weekly hours as set out in Article 13.
- 1:03** “Temporary” employee means an employee hired for a preplanned absence, for a specific period of time or for the completion of a specific job or until the occurrence of a specified event.
- 1:04** “Vacancy” means a position which becomes available as a result of the incumbent leaving the employ of Seine River School Division.
- 1:05** “Temporary Vacancy” means a position where it is known that the incumbent will be absent for **thirty (30) days and no more than five (5) months**.
- 1:06** **Term vacancy means a position where it is known that the incumbent will be absent for more than five (5) months.**

## Article 2 Scope of Agreement

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

## Article 3 Duration, Revision and Termination

- 3:01** This Agreement shall come into force and take effect from July 1, **2021** and shall remain in force until June 30, **2025** and shall **remain in force and effect** from year to year thereafter unless written notice to **negotiate a renewal, or revision and renewal is given by either party at least one hundred and twenty (120) days prior to but not more than one hundred and eighty**

(180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

- 3:02** Where notice for revision of this Agreement is given under Section :01, the parties agree to exchange proposals for the revision of the Agreement no later than ninety (90) calendar days prior to the expiry date of the Agreement. The parties shall, within thirty (30) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 3:03** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the ratification of this Agreement unless otherwise specified.

#### **Article 4 Management Rights**

- 4:01** Subject to the provisions of this Agreement, the operation of the schools and direction of the employees, including the right to hire, discipline or discharge for just cause, to assign to jobs, to classify, to promote, to transfer for cause employees among the schools, to increase, decrease or reorganize the staff, both permanent and temporary, to determine the services necessary for the most efficient operation of the schools, is clearly a function of Management and is vested exclusively in the Board. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board shall be subject to the terms of this Agreement and in conformance with the laws of the Province of Manitoba.
- 4:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

## Article 5 Union Business and Union Security

- 5:01** Union dues shall be deducted by the Employer each pay period in accordance with the current scale of dues from the wages of the employee, it being understood that every employee shall be subject to pay Union dues as a condition of his employment. Where employees receive a percentage of earnings as vacation pay, such payments are considered earning for purposes of Union dues deductions.
- 5:02** Union dues shall be remitted monthly to the Union. When forwarding the initial payment, the Employer will submit a list of employees **including** name, address, social insurance number, date of hire, **position, current work location,** and indicating the fee for each and the amount deducted. As deductions progress, the Employer will advise of any additions, deletions or adjustments.
- 5:03** Every full-time and part-time employee entering the bargaining unit shall, within thirty (30) days of entering the bargaining the unit, sign an application for Union membership card. The Employer shall provide employees with a Union membership application card at the point of hire.
- 5:04** **Union Orientation**  
The Employer shall provide to the President or Chief Steward the names of new employees by the end of the month in which employment commences. An elected Table Officer, Steward or Staff Representative or designate shall have up to fifteen (15) minutes at a time mutually agreeable with the Employer, to acquaint new employees falling within the scope of this Agreement with the fact that a Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to employees. **The Employer will also provide for a fifteen (15) minute Union orientation each year at the annual start up Professional Development (PD) session.**

**5:05 Bulletin Boards**

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

**5:06 Union Representation**

An employee has the right to Union representation at any meeting with the Employer, which may result in the discipline of the employee. **The Employer will advise the employee that they are entitled to Union representation, when they will be involved in a meeting which may result in disciplinary action.** A reasonable period of time shall be provided for the employee to obtain such representation.

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

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

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

**5:07 Leave of Absence**

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

such leave will be given by the employee or the Union. **The Employer shall not unreasonably withhold the approval of the Leave of Absence.**

**5:08** The Employer will inform the President, Vice President, or Chief Steward, when the Employer is made aware that an employee will be on an extended leave of absence (beyond thirty [30] days).

The Employer will also advise the President, Vice President, or Chief Steward when an employee has been injured on the job, which results in lost time.

### **Article 6 Labour Management Committee**

**6:01** A Labour Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union.

**6:02** The Committee shall meet **twice per school year and additionally** as required for the purpose of discussing issues relating to the workplace which affect the parties. The parties agree to share relevant information regarding the issues at least three (3) working days in advance of the meeting.

**6:03** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any Committee of the Union, or of the Employer, and does not have the power to bind either the Union or its members, or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

**6:04** Employees appointed by and acting on behalf of the Union shall receive basic pay for time spent at Labour Management Committee meetings.

## **Article 7 Probationary Period**

**7:01** New employees shall be on probation for a period of six (6) consecutive months from the date of hiring and their employment may be terminated at any time during this period. An employee terminated while on probation shall have the right to appeal to the Board, at its next scheduled meeting, whose decision shall be final.

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

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

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

**8:01** Part-time and temporary employees shall be regarded as coming under this Agreement and shall be entitled to the same benefits as regular full-time employees, but on a pro rata basis. Temporary employees shall not be entitled to Group Insurance and Dental Service Benefits and shall not accrue seniority.

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

**9:01** All vacancies, temporary vacancies and new positions subsequently opened which come under the scope of this Agreement, shall be advertised for a period of five (5) complete working days in each school. A copy of the posting will be sent to and posted in each school **and emailed to the Local President or designate. Internal applicants will be screened and given preference and consideration before any external applicants.** The bulletin shall show location, title, rate of pay and hours of work of the position being advertised. Notice of vacancies that take place during July and August will be mailed to the employee's most recent home address filed with

the Employer. Employees seeking the posted position(s) shall file **their** application with the Employer on or before the closing date specified in the posting. **The Employer may establish an eligibility list for up to three (3) months that will be division wide. The job posting must clearly state that an eligibility list may be established to fill future vacancies, otherwise no eligibility list can be established.**

- 9:02** Positions shall not be posted for competition until any laid off employees have been given opportunity for recall in accordance with Article 11:02.
- 9:03** Subject to Article 11:02, in filling a vacant or new position, ability to meet the requirements of the position shall be the main criterion. When ability and qualifications of applicants are sufficient, seniority shall prevail.
- 9:04** An employee not in layoff status who successfully bids on a posting for a temporary vacancy **will be returned to a like position where possible,** when the permanent incumbent returns to the position. **Where a position is not found, the employee may be subject to layoff.**
- 9:05** **An employee not in layoff status who successfully bids on a posting for a term vacancy, shall be entitled to retain their permanent status and return to their permanent position, when the permanent incumbent returns to their position.**

## Article 10 Seniority

- 10:01** Subject to the provisions of this Article, seniority shall mean service with the Board starting from the date of first hire into a permanent position in this bargaining unit, applied retroactively to all bargaining unit members. Prior continuous employment with the Board shall be recognized for purposes of vacation pay and sick leave accrual and any other long service benefits.

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

**10:02** After the probationary period a new employee shall receive credit for seniority calculated from the date upon which **they** commenced employment with the Bargaining Unit.

**10:03** Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on any period of paid income protection;
- (c) Is on any period of paid vacation;
- (d) Is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) Is on any period of full disability benefits up to one (1) year;
- (f) Has periods of layoff less than twelve (12) continuous months in duration;
- (g) Is on maternity and/or parental leave;
- (h) Is on compassionate care leave;
- (i) **Seniority for permanent employees awarded a term position for a term 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 9;
- (d) Is laid off for more than twelve (12) months;

- (e) Fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, without an explanation satisfactory to the Board;
- (f) Is promoted or transferred outside the bargaining unit.

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

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

- 11:01** In the event of a layoff, employees shall receive four (4) weeks' notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the Union President.
- 11:02** Employees laid off in accordance with Article 11:01 shall be recalled **to their former position within the school from which they were laid off from.**
- 11:03** No new employees shall be hired until those laid off have been given an opportunity to bid on a vacant position as per Article 9:01 of the Collective Agreement.
- 11:04** To be eligible for recall, prior to the employee's last day before being placed on layoff status, the employee must provide the Employer with their current address and phone number, and further, during the layoff period, must inform the Employer immediately of any changes.
- 11:05** An employee will be recalled by **email or telephone call** and must reply to the Division within **five (5)** working day of **their** intent to return to work. The employee must be prepared to return to work at the time and date designated by the Division.
- 11:06** An employee who is laid off and elects to work in a temporary position shall have **their** recall period extended up to a maximum of one (1) year on an equivalent basis.

- 11:07** The right of a person who has been laid off to be rehired under this Agreement will be forfeited and shall be considered terminated in the following circumstances:
- (a) If the person did not communicate with the Employer as specified in Article 11:04;
  - (b) If the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer;
  - (c) A twelve (12) month period has elapsed since the date of layoff, as per Article 10:04(d) or such extension of recall as provided in Article 11:06.
- 11:08** Normal summer break is not considered a layoff for purposes of this Article.

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

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

### **Article 13 Hours of Work**

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

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

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

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

- 13:02** Employees are employed for the school year as prescribed annually by the Minister of Education. Employment may be provided by the Board during the summer break depending on the needs of each individual school, **for mandated early start**, and shall be paid as per Article 40. Such time is considered as a year of service.

#### **Article 14 Compensatory Time**

- 14:01** Compensatory time allows flexibility for the employee to manage unexpected or short term departures from the employee's normal work schedule. The employee may initiate a request, which must be mutually agreed to, **by the Principal or their designate**, to take off or bank compensatory time up to a maximum of one (1) day at straight time rates. The Principal is responsible for keeping thorough records of the time off which is offset against extra hours worked. The employee then may be absent for periods during the standard working day for personal reasons.

#### **Article 15 Overtime**

- 15:01** Overtime work shall not be performed or paid for unless authorized by the Superintendent or designate.
- 15:02** **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.**
- 15:03** **An employee who is required to work on a scheduled day of rest or statutory holiday shall be paid at the rate of two times (2x) based on the standard rate of pay for every hour worked.**
- 15:04** Upon request of the employee, and subject to the approval of the Principal, overtime may be compensated in time off. At no time shall an employee accrue more than thirty-five (35) regular hours of banked overtime. All

banked overtime not taken shall be paid out at the end of the fiscal year unless previously approved by the Principal.

## Article 16 Grievance Procedure

**16:01 The parties to this Collective Agreement recognize that MGEU representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof. Nothing herein shall prohibit the extension of the noted timelines upon mutual agreement by both parties.**

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), **together with the Union Representative**, shall submit the grievance in writing to the **Superintendent or designate**.

**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 griever shall have no recourse.**

(b) Step 2

Failing satisfactory settlement **being reached in Step 1**, the employee(s) concerned, together with the Union Representative, within five (5) working days **of receiving notice of the denial of the grievance, will submit the grievance to the Board.** The Board shall render its'

decision within three (3) working days following the regular Board meeting falling immediately after receipt of said written complaint..

(c) Step 3

Failing satisfactory settlement being reached in **Step 2**, the Union may, on giving ten (10) days' notice in writing to the Board of its intentions, refer the dispute to arbitration under the following procedure.

- 16:02** The Board and the Union shall, within seven (7) days after the expiration of the ten (10) days' notice, appoint an arbitrator. These two (2) arbitrators, within a further period of seven (7) days after their appointment, shall meet and select a chairperson mutually satisfactory to both. Should the two (2) arbitrators fail to agree upon a chairperson within the required seven (7) days, either party may request the Chief of Justice of Manitoba to make the appointment of a chairperson. Except as herein provided The Arbitration Act shall apply.
- 16:03** The decision of the Arbitration Board shall be final and binding on both parties, but in no event shall the Board of Arbitration alter, modify or amend this Agreement in any respect.
- 16:04** Nothing herein shall prohibit the parties from mutually agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single arbitrator.

### **Article 17 Vacations**

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

(d) After fifteen (15) years of continuous service - ten percent (10%).

Changes to the vacation entitlement specified above will be **effective** on the first **pay period** following **their** anniversary of employment with the Division.

### **Article 18    General Holidays**

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

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day <b>(if it falls on a workday)</b>
Victoria Day	Christmas Day
Canada Day	Boxing Day
<b>National Day for Truth &amp; Reconciliation (if it falls on a workday)</b>	

Any other holiday proclaimed by the Province of Manitoba.

**With the exception of Remembrance Day and National Day for Truth and Reconciliation, if any of the above holidays fall on a Saturday or Sunday, such holiday shall be observed on the day substituted therefore by the Province of Manitoba, subject to the schools being closed on the day so substituted.**

### **Article 19    Sick Leave**

**19:01** **Regular full-time** employees shall be entitled to **one hundred and forty (140) hours** sick leave without loss of salary for each completed year of service and accumulated at the rate of **fourteen (14) hours** for each completed month of service.

**19:02** All or any remaining portions of unused sick leave days shall continue to be accumulated up to a maximum of **six hundred and sixty-five (665) hours**.

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

- 19:03** Where the Employer requests a medical certification for absence of more than three (3) days, the employee will be responsible to provide at their cost, however, where the certificate is requested by the Employer for illness less than three (3) consecutive days, the Employer shall pay for all medical certificates requested. Any and all other related medical reports requested by the Employer shall be paid for by the Employer.
- 19:04** It is agreed by the parties that sick leave entitlement shall only be granted by the Employer where an employee is unable to be at work and perform **their** regular duties as a result of illness or injury.
- 19:05** (a) Reasonable time off with pay to attend personal appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized regulated health care professionals 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 they are not scheduled to work. If the above is not possible, the employee will endeavor 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 their 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.

## Article 20 Family Leave

- 20:01** 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 **their**

immediate family members including spouse, children and parents of the employee or spouse. Where such cases occur and both parents of a particular child are employees of Seine River School Division, both parents may access this provision concurrently.

### **Article 21 Compassionate Leave**

- 21:01** Each employee shall be allowed compassionate leave without loss of salary in the case of death or serious illness of any member of the immediate family as follows:
- Five (5) days for spouse, common-law partner, son, daughter, father, mother, grandchild, brother, sister.
  - Three (3) days for mother-in-law, father-in-law, grandparent.
  - One (1) day for sister-in-law, brother-in-law, son-in-law, daughter-in-law.
- 21:02** Leave without loss of salary beyond the time and for persons other than provided for herein may be granted at the discretion of the Superintendent **or their designate.**
- 21:03** The Division agrees to provide leave for an employee to provide care/support for a terminally ill family member in accordance with the Employment Standards Code of Manitoba and Employment Insurance (EI) regulations.
- 21:04** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral **two hundred and fifty (250) kilometers or more from their home.**

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

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

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

- 23:01** One (1) day per school year will be scheduled for employees to attend a professional development/training day arranged by the Employer.
- 23:02** Employees who are required to attend professional development days or other Employer sponsored training sessions (e.g.: CPR) shall incur no registration fees for the program and shall be paid for the hours spent at the session.
- 23:03** Up to one (1) additional day per school year will be granted with pay for employees to select and attend a professional development training day for programs related to their current position, subject to the supervisor's pre-approval; such approval shall not be unreasonably denied. The cost of the training will be the responsibility of the employees.

### **Article 24 Liability**

- 24:01** The Employer agrees to indemnify and save harmless any employee from and against any liability incurred by the employee by reasons of any action taken by the employee in good faith and within the scope of **their** employment.
- 24:02** The above does not apply where the action flows from a proven criminal act of the employee resulting in conviction.

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

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

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

- Less than one (1) year of service, a minimum of one (1) week;
- At least one (1) year and less than three (3) years' service, a minimum of two (2) weeks;

- At least three (3) years' service and less than five (5) years' service, a minimum of four (4) weeks;
- At least five (5) years and less than ten (10) years' service, a minimum of six (6) weeks;
- At least ten (10) years' service, a minimum of eight (8) weeks;

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

#### **25:02 Resignation**

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

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

#### **25:03 Earned Wages**

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

### **Article 26 Use of Personal Vehicle**

**26:01** Employees will be reimbursed for the use of their personal vehicle, at the School Division rate for mileage necessarily incurred on School Division business, when requested by the Employer.

### **Article 27 Academic Allowance**

**27:01** An academic allowance will be paid **bi-weekly** to employees who currently hold a Library Technician's Certificate, or a Certificate or Diploma in a recognized secretarial program issued by a community college, or other

academic credential, or equivalent academic training relevant to the position, as determined by the Employer

Payment of the allowance shall commence the first pay period following the employee's submission of documentation confirming said certificate, diploma or other credentials. The allowance will be;

<b>Effective July 1, 2021</b>	<b>One dollar and thirty-one (\$1.31) cents/hr</b>
<b>Effective July 1, 2022</b>	<b>One dollar and thirty-two (\$1.32) cents/hr</b>
<b>Effective July 1, 2023</b>	<b>One dollar and thirty-three (\$1.33) cents/hr</b>
<b>Effective July 1, 2024</b>	<b>One dollar and thirty-four (\$1.34) cent/hr</b>

**A new classification of Secretary 2 and Library 2 will be implemented. Academic allowance continues as agreed until June 30, 2023. As of July 1, 2023, the revised Salary Schedule will include the listed academic allowance rates for those employees who qualify for an academic allowance. The rates listed in this article for July 1, 2023 and July 1, 2024, will not be paid as an additional supplement beyond what is already listed in the revised Salary Schedule.**

#### **Article 28 Pension Plan**

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

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

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

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

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

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

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

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

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

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

**32:01** Long Service Allowance

Effective July 1, 2021                      Sixty-seven (\$0.67) cents/hour

Effective July 1, 2022                      Sixty-eight (\$0.68) cents/hour

Effective July 1, 2023                      Sixty-nine (\$0.69) cents/hour

Effective July 1, 2024                      Seventy (\$0.70) cent/hour

**32:02** An employee who completes or has completed eight (8) years service in the bargaining unit, through the period from July 1, 2021 to June 30, 2023, will receive a Long Service Allowance bi-weekly, as per Article 32:01.

**32:03** As of July 1, 2023, an employee who completes or has completed eight (8) years service in the bargaining unit will be placed on Step 7 of the Salary Schedule, Article 40:01. Step 7 is inclusive of the full amount of sixty-nine (\$0.69) cents/hour.

- 32:04** As of July 1, 2023, an employee who completes five (5) years service in the bargaining unit will be placed on Step 6 of the Salary Schedule, Article 40:01. Step 6 is inclusive of a pro-rated amount of thirty-four (\$0.34) cents/hour.
- 32:05** The rates listed in Article 32:01 for July 1, 2023 and July 1, 2024 will not be paid as an additional supplement beyond what is listed in the Salary Schedule, Article 40:01.

### **Article 33 After Hours Telephone Service**

- 33:01** The employee shall not be required to perform after hours service by telephone, email, or text messaging, unless authorized as per Article 15:01.

### **Article 34 Employee Evaluations**

- 34:01** Formal performance appraisals shall be conducted on employees on a biannual basis or as required by the Employer.
- 34:02** An employee shall have the right to add **their** comments to the performance appraisal.

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

### **Article 35 No Discrimination**

- 35:01** The Union and the Division agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, creed, race, color, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of **their** membership or activity in the Union.

### **Article 36 Duty to Accommodate**

- 36:01** The parties recognize that the Manitoba Human Rights Code establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba Human Rights Code.
- 36:02** The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee.
- 36:03** Duty to accommodate is the shared responsibility of the Employer, the Union and the employee(s). Where a need to accommodate has been identified, the parties shall meet to investigate and explore possible accommodation solutions that are substantial and meaningful to the point of undue hardship.
- 36:04** Where necessary and by mutual agreement of the Union and the Employer, relevant provisions of the Collective Agreement may be waived.

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

- 37:01** The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with The Workplace Safety and Health Act of Manitoba and will comply with The Workplace Safety and Health Act of Manitoba.
- 37:02** A Workplace Safety and Health Committee shall be established to examine all aspects of safety and health measures in the workplace. Union representation on the Committee shall be in accordance with The Workplace Safety and Health Act and Regulations.

### **Article 38 Retroactive Pay**

**38:01** Retroactive pay adjustments for the period between the expiration of the previous agreement and the date of **ratification** of this Agreement shall apply to:

- (a) Employees who are in the employ of the Seine River School Division on the date of **ratification** of this Agreement;
- (b) Employees who have left the service during the above mentioned period but who have retired in accordance with the provisions of the **MSBA**. Non-teaching Employees' Pension Plan or who have died in service;
- (c) Employees who have left the service during the above-mentioned period by reason of being laid off by the Employer.

### **Article 39 Personal Days**

**39:01** 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 40 Remuneration**

**40:01** Adjustments to **wages** during the life of this Agreement shall be implemented as follows:

**Year 1 - Effective July 1, 2021 (3.3%)**

<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Secretary 1	\$21.14	\$21.77	\$22.42	\$23.09	\$23.79		
Secretary 2	\$21.14	\$21.77	\$22.42	\$23.09	\$23.79		
Library 1	\$20.56	\$21.28	\$22.02	\$22.79	\$23.59		
Library 2	\$20.56	\$21.28	\$22.02	\$22.79	\$23.59		

**Year 2 - Effective July 1, 2022 (2.0%)**

<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Secretary 1	\$21.56	\$22.20	\$22.87	\$23.56	\$24.26		
Secretary 2	\$21.56	\$22.20	\$22.87	\$23.56	\$24.26		
Library 1	\$20.97	\$21.70	\$22.46	\$23.25	\$24.06		
Library 2	\$20.97	\$21.70	\$22.46	\$23.25	\$24.06		

**Year 3 - Effective July 1, 2023 (2.0%)**

<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Secretary 1	\$21.99	\$22.65	\$23.33	\$24.03	\$24.75	\$25.09	\$25.44
Secretary 2	\$23.32	\$23.98	\$24.66	\$25.36	\$26.08	\$26.42	\$26.77
Library 1	\$21.39	\$22.14	\$22.91	\$23.71	\$24.54	\$24.89	\$25.23
Library 2	\$22.72	\$23.47	\$24.24	\$25.04	\$25.87	\$26.22	\$26.56

**Year 4 - Effective July 1, 2024 (2.5%)**

<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Secretary 1	\$22.54	\$23.21	\$23.91	\$24.63	\$25.37	\$25.72	\$26.07
Secretary 2	\$23.88	\$24.55	\$25.25	\$25.97	\$26.71	\$27.06	\$27.41
Library 1	\$21.92	\$22.69	\$23.48	\$24.31	\$25.16	\$25.51	\$25.86
Library 2	\$23.26	\$24.03	\$24.82	\$25.65	\$26.50	\$26.85	\$27.20

**40:02** New employees coming on staff having received experience in another school division or having received other relevant experience may, at the discretion of the Employer, **negotiate an alternate starting rate, in accordance with the pay scales as listed in Article 40:01.**

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 13<sup>th</sup> day of October, 2023.

Wendy Bloomfield  
On behalf of Seine River School  
Division

Ryan Anderson  
On behalf of Seine River School  
Division

\_\_\_\_\_  
On behalf of Seine River School  
Division

Annette Lyse  
On behalf of Manitoba Government  
and General Employees' Union

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

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

Letter of Intent

between

Seine River School Division  
Secretary and Library

and

Manitoba Government and General Employees' Union

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

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

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

Signed this 13<sup>th</sup> day of October, 2023.

Wendy Bloomfield  
On behalf of Seine River School  
Division

Annette Lyse  
On behalf of Manitoba Government  
and General Employees' Union

Rylen Anderson  
On behalf of Seine River School  
Division

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

\_\_\_\_\_  
On behalf of Seine River School  
Division

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

**Memorandum of Agreement #1**

between

**Seine River School Division  
Secretary and Library**

and

**Manitoba Government and General Employees' Union**

**Re: Interpersonal Violence Leave**

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**1:01 An employee who is a victim of interpersonal violence as defined in the Manitoba Employment Standards Code and Regulations, and has been employed for at least ninety (90) days is entitled to both the following domestic violence leaves in each fifty-two (52) week period:**

- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;**
- (b) Leave of up to seventeen (17) weeks to be taken in one continuous period.**

**1:02 An employee may take an Interpersonal Violence Leave for only one or more of the following purposes, as those purposes relate to the employee or to a dependent:**

- (a) To seek medical attention in the respect of a physical or psychological injury or disability;**
- (b) To obtain services from a victim services organization;**
- (c) To obtain psychological or other profession counselling;**
- (d) To relocate temporarily or permanently;**

(e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence;

(f) Any other prescribed purpose.

1:03 Leave taken under this Article is unpaid leave.

1:04 An employee shall be granted up to five (5) days of paid leave in a fifty-two (52) week period, provided that when giving notice under Article 1:05 the employee notifies the Employer which days, if any, are to be paid leave. An employee shall not be required to use other income replacement funds such as sick leave, vacation and overtime bank to fund the five (5) days of paid leave under this Article.

1:05 An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the Employer.

1:06 Should the current provisions under the Employment Standards Code provide a greater paid benefit or protective leave entitlement than those cited in this Article, the Employment Standards Code provision will prevail.

1:07 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.

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

Signed this 13<sup>th</sup> day of October, 2023.

Wendy Bloomfield  
On behalf of Seine River School  
Division

Ryan Anderson  
On behalf of Seine River School  
Division

\_\_\_\_\_  
On behalf of Seine River School  
Division

Annette Lysse  
On behalf of Manitoba Government  
and General Employees' Union

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

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

Memorandum of Agreement #2

between

Seine River School Division  
Secretary and Library

and

Manitoba Government and General Employees' Union

Re: Infectious Disease/Public Health Emergency

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The Employer will develop a policy with input from all stakeholders.

Signed this 13<sup>th</sup> day of October, 2023.

Wendy Bloomfield  
On behalf of Seine River School  
Division

Annette Lysse  
On behalf of Manitoba Government  
and General Employees' Union

Ryan Anderson  
On behalf of Seine River School  
Division

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

\_\_\_\_\_  
On behalf of Seine River School  
Division

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