



COLLECTIVE AGREEMENT

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1637**

(Hereinafter called the "Union")

AND

THE MANITOBA TEACHERS' SOCIETY

(Hereinafter called the "Employer")

**TERM OF AGREEMENT:
SEPTEMBER 1, 2007 TO AUGUST 31, 2010**

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ARTICLE 1 - GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between The Manitoba Teachers' Society and its employees; to define hours of work, rates of pay and conditions of employment; to provide for a method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees.
- 1.02 The Union recognizes the right of the Employer to manage direct and control the affairs of the Society. In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the collective agreement as a whole.

ARTICLE 2 - UNION RECOGNITION

2.01 Definition of the Bargaining Unit

This Agreement shall apply to all employees as defined in Certificate No. MLB-6430 granted by the Manitoba Labour Board, issued on the **2nd day of August, 2007**.

2.02 Union Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 1637 as the sole and exclusive collective bargaining agent for all its employees as defined in Certificate No. MLB-6430 granted by the Manitoba Labour Board issued on the **2nd day of August, 2007** and hereby consents and agrees to negotiate with the Union, or any of its authorized committees concerning all matters pertaining to this Agreement.

2.03 Access Agreement

Representatives of the Canadian Union of Public Employees or any other advisors of the Union shall have the right to visit the employees' workplace in order to deal with matters arising out of this collective agreement.

ARTICLE 3 - DEFINITIONS

3.01 Full-time Employee

A full-time employee is an employee who works full-time hours as defined in Article 9 on a continuing basis and occupies a position on the authorized personnel complement.

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3.02 Part-time Employee

A part-time employee is an employee who works part-time on a continuing basis and occupies a position on the authorized personnel complement.

The terms of this agreement shall apply to all part-time employees except as outlined in Article 16.

3.03 Temporary Employee

- (a) A temporary employee is an employee hired to replace absent, regular, full-time / part-time employees, or for the completion of a specific job up to a maximum term of twelve (12) months.
- (b) Temporary employees shall receive no less than the start rate of the pay grade for the position and shall have Union dues deducted in accordance with Article 5.01. If a temporary employee becomes a permanent employee, seniority shall commence from the first day of continuous employment. A temporary employee shall not benefit from any other article in this Collective Agreement.
- (c) The Employer agrees that it will endeavour to use agency employees as little as possible. When an agency is used, Article 3.03 (b) will not apply.


ARTICLE 4 - LABOUR-MANAGEMENT RELATIONS

4.01 Negotiating Committee

The Employer will recognize a Negotiating Committee of up to five (5) members. No deduction shall be made from the salary of an employee elected by the Union for time spent in direct negotiations with the Employer at the bargaining table.

4.02 Technical Information

On request, the Employer will make available to the Union the following information about The Manitoba Teachers' Society which pertains to Local 1637: position descriptions, positions in the bargaining unit, position classifications, wage rates, pension and **benefit** plans.

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4.03

Labour Management Committee(a) Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties and shall strive to promote good relations between employer and employees in the interest of improved communication between both parties and improved service to Society membership.

(b) Mandate of Committee

The Committee shall concern itself with the following general matters:

- 1) Discussing staffing issues, technological change, and service delivery to the Society membership;
- 2) Reviewing suggestions for change;
- 3) Considering constructive criticisms;
- 4) Addressing conditions causing concerns and misunderstandings.

(c) Chairperson of Committee

An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The chairpersons shall meet at the request of either party to identify issues to be brought forward to the Committee.

(d) Meetings of Committee

The Committee shall meet at the request of either party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with this committee when meetings are held during working hours.

(e) Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons. Within two (2) weeks of the meeting, minutes shall be distributed to committee members and all members of the bargaining unit.

(f) Jurisdiction of Committee

The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

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ARTICLE 5 - UNION SECURITY

5.01 Union Dues

The Employer agrees to the compulsory check-off of union dues and local dues for all employees covered by this Agreement, such deductions to be deducted bi-weekly and remitted to the Secretary-Treasurer of the Union by the fifth (5th) day of the following month, together with a list of employees for whom such deductions were made. The Union shall advise the Employer of the amount to be deducted from each member.

The Employer shall indicate on the employee's T4 (Statement of Remuneration Paid) the total amount of union dues deducted for that tax year.

5.02 New Employees

All newly **hired** employees of the Employer shall, as a condition of employment as defined by Certificate No. MLB-6430 granted by the Manitoba Labour Board issued on the **2nd day of August, 2007**, become members of Local 1637 and shall be required to remain members of the Union in good standing. The Human Resources Administrator or designate will provide the new employee with a copy of the Collective Agreement upon hiring. The Employer will allow the Shop Steward or Union representative adequate time to orientate the new employee on Union matters.

ARTICLE 6 - POSITION CLASSIFICATION

6.01 Position Classification

The Union and the Employer mutually agree that the process of position classification is a fair and equitable method of assessing the relative worth of the positions covered in this agreement.

6.02 Changes in Classification and Creation of New Positions

The Employer shall prepare a new position description whenever a position is created or when the new duties of a position result in a change in classification. This position description shall be presented to the Union and the employee along with the proposed classification and rate of pay. The new rate of pay shall be retroactive to the time the new position was filled or the date of change in position duties. Employees will have an opportunity to provide input when substantive changes are made to their position.

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6.03 Maintenance of Position Descriptions

The Employer will review position descriptions at least once every three (3) years. Employees may request a review of their position description if they believe the duties of their job have changed substantially. The employee shall have an opportunity to review and sign the position description. A copy of any updated position description shall be provided to the shop steward.

6.04 Position Classification Appeal Process

- (a) Where the Union and/or an employee believe a position is incorrectly classified, they shall meet with the Human Resources Administrator or designate to review the position classification.
- (b) If the Union and the employee do not agree with the decision of the Human Resources Administrator, the Grievance and Arbitration Procedure in the Collective Agreement shall apply.

ARTICLE 7 - SENIORITY7.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be prorated on the basis that a year of service for an employee working 35 hours per week is 1820 hours. Seniority shall operate on a bargaining-unit-wide basis.

7.02 Probationary Period

All new employees will be considered on a probationary period for the first six (6) months of their employment. If retained after the probationary period, an employee becomes a member of the regular working staff with full seniority status, dating from the first day of employment.

In the event the employee is not completely satisfactory after the six (6) months' probationary period, the Employer may place the employee on probation for a further three (3) month period. If the employee's performance proves unsatisfactory after this second period, the employee's services shall be terminated.

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7.03 Confirmation of Status

Upon completion of a probationary period as a newly hired employee, an employee will receive confirmation of permanent status in writing, within one (1) week from the Employer with a copy to the Shop Steward.

7.04 Seniority List

As of September 1st of each year, the Employer shall maintain a list showing seniority as defined in 7.01, a copy of which shall be sent to the Shop Steward not later than October 1st, each year.

7.05 Notice of Lay-offs

The Employer will notify the Union and the employee with as much notice as possible in advance of any impending lay-off, except in cases where employees are hired to work on assignments of limited duration.

7.06 Order of Lay-offs

In the event that the working staff is to be reduced, lay-offs will be made in order of seniority, and with regard to special qualifications, those with the least seniority being laid off first.

7.07 Recall Procedure

In rehiring, employees will be re-employed in the inverse order of their lay-off, that is, the first to be re-employed will be those employees with the greatest seniority provided they are qualified to perform the work available. The Employer shall notify the employee of recall to work by registered mail to the last known address on file with the Employer. The employee must contact the Employer within five (5) working days of the date of receipt of the letter. If the employee is re-engaged within a period of six (6) months, that employee continues to accumulate seniority. Recall rights shall end twelve (12) months after a lay-off pursuant to Article 7.06.

7.08 Loss of Seniority

Seniority service shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged for just cause.

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ARTICLE 8 - STAFF CHANGES AND PROMOTIONS

8.01 Notice of Change

Within one (1) week, the Shop Steward shall be notified by the Employer of every appointment to and of every resignation or dismissal from any position within the bargaining unit.

8.02 Job Postings

- (a) Within four weeks of a vacancy occurring, the Employer shall notify the Shop Steward of its intention regarding the position. Where it is the Employer's intention to fill the vacancy, the Employer shall circulate the position description to all employees for a minimum of five (5) working days in order that all members will know of the posting and be able to make written application.
- (b) When a new position is created, the Employer shall notify the Shop Steward in writing and circulate the position description to all employees for a minimum of five (5) working days in order that all members will know of the posting and be able to make written application.
- (c) No outside advertisement for any vacancy or new position shall be placed until the applications, if any, from staff are reviewed and the applicant(s) notified whether or not the applicant(s) shall be interviewed.
- (d) When a temporary extended absence, greater than twelve (12) weeks, occurs the Employer shall notify the Shop Steward in writing and circulate the position description to all employees for a minimum of five (5) working days in order that all members will know of the posting and be able to make written application.

The number of days for posting of such a position may be reduced by mutual agreement and strict adherence to seniority provisions in other parts of this article will not necessarily apply. Employees filling such positions shall be entitled to return to their former positions.

8.03 Selection Process

- (a) In making staff changes, transfers or promotions, the applicant with the greatest seniority, who has the required qualifications, shall be awarded the position. Testing of candidates, when required, shall be done in private. All candidates shall, upon request, receive the results of their testing.

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- (b) The Employer agrees to communicate, in writing, the name of the successful applicant to all unsuccessful applicants who are within the bargaining unit at least forty-eight (48) hours before the position is occupied. All unsuccessful candidates, upon request, are entitled to a post-selection interview.
- (c) After a successful candidate has been promoted and such promotion is delayed, payment in the new classification shall commence on the date the new duties are actually assumed. However, in no case shall the effective date of the new payment taking effect be longer than ninety (90) **calendar** days after such promotion is granted.

8.04

Trial Period

The successful candidate shall be placed on trial for a period of three (3) months during which time the rate for the higher classification (if applicable) shall be paid. Conditional on satisfactory performance, the employee shall be declared permanent after the period of three (3) months. The employee will receive confirmation of permanent status, in writing, within one (1) week from the Employer with a copy to the Shop Steward. In the event the successful candidate proves unsatisfactory in the position during the trial period or is unable or unwilling to perform the duties of the new position, the employee shall be returned to their former position or a comparable position without loss of seniority. Following either of these decisions the employee must be returned to the former position within a three (3) week period. Any other employees promoted or transferred because of the rearrangement of positions, shall also be returned to their former position without loss of seniority and their salary will be adjusted (if applicable) to the appropriate increment in their former position.

In the event the candidate's performance is not completely satisfactory after a trial period of three (3) months, the Employer may place the employee on trial for a second three (3) month period, with written notification to the Shop Steward. The employee shall be advised, in writing, within one (1) week after completion of the first three (3) month trial period that they will be placed on a further three (3) month trial period. If the candidate's performance proves unsatisfactory after the second period, the employee shall be returned to their former position or a comparable position as outlined above. If the candidate's performance proves satisfactory, the trial promotion/transfer shall become permanent at the end of the second period and the employee will receive confirmation of permanent status, in writing, within one (1) week from the Employer with a copy to the Shop Steward.

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8.05 Visual Display Equipment

Any pregnant employee who works with visual display equipment, upon request, and within ten (10) working days shall be offered alternate employment for the Employer during the time of pregnancy. The employee shall suffer no reduction in rate of pay or benefits because of such a transfer. The Union will accept any dislocation of other employees which may be required because of such a transfer. Any employee dislocated shall suffer no reduction in rate of pay or benefits because of such dislocation.

8.06 Technological Change

Insofar as it is practical and possible, no employee as defined in Articles 3.01 or 3.02 shall be dismissed by the Employer because of technological change.

Employees who are to be displaced will be given the opportunity to fill other vacancies related to their skills and qualifications according to their seniority. If a vacancy occurs in a position requiring skills similar to those of the employee to be displaced, the Employer will not hire any additional employees on a permanent basis until the employee to be displaced is allowed a reasonable training period to acquire the knowledge and skills necessary for the aforementioned vacancy.

8.07 Position Security

If an employee's position is reclassified, that employee shall be given preference for the new position if the employee has the necessary qualifications. Should the employee refuse the position, then Article 8.02 and 7 will apply.

8.08 Administrative Staff Vacancy

When an Administrative Staff position is created or falls vacant, each support staff member shall receive written notice of it and shall have the opportunity to apply for the position.

8.09 Contracting Out

- (a) The Employer agrees that no employee shall be laid off as a result of contracting out services presently being performed by the members of the bargaining unit.
- (b) The Employer agrees not to contract out any such work without prior consultation with the Union.

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ARTICLE 9 - HOURS OF WORK9.01 Regular Hours

- (a) The normal hours of work shall consist of five (5) seven and one-quarter (7¼) hour days, Monday to Friday from September to June inclusive.

9.02 Custodial Hours

- (a) The hours of work for the Manager, Facilities shall consist of five (5) seven and one-quarter (7¼) hour days from Monday to Friday from September to June inclusive.
- (b) The hours of work for the Custodian shall normally consist of five (5) seven and one-quarter (7¼) hour days from Monday to Friday or Tuesday to Saturday from September to June inclusive at hours to be determined by the Employer. The right to alter days and times of work rests with the Employer in order to accommodate the needs of the Employer as they arise.

9.03 (a) Summer Hours

During July and August, employees shall work four (4) six and one-half (6½) hour days on a schedule to accommodate the Monday to Friday operation of Society business. Excluding those weeks in which a statutory holiday occurs, if the number of four-day work weeks is less than seven (7), the Employer shall grant one compensatory day.

(b) Compensatory Time

Subject to 9.05, when an employee is required to work a five-day week during July and August, such time worked shall be compensated by compensatory time off.

9.04 Rest Periods and Lunch Hour

Employees shall be given one (1) hour for lunch and a fifteen (15) minute rest period, both morning and afternoon. Regular hours of work cannot be adjusted by reducing or eliminating a rest period.

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9.05

Overtime

- (a) Subject to 9.03 (b) when an employee is requested to work beyond the regular hours of work such additional hours shall be considered as overtime and shall be voluntary. Overtime shall be paid at the rate of one and three-quarters ($1\frac{3}{4}$) times the employee's rate, or time off in lieu of payment on the basis of one and three-quarters ($1\frac{3}{4}$) hours off for each hour overtime worked.

Subject to mutual agreement, time off shall be at the option of the employee with the additional option of accumulation to a maximum of five (5) days. The time of taking any equivalent time shall be determined mutually by the employee and the Employer. Should no agreement be achieved, resolution shall be by payment at overtime rates. All equivalent time claimed must be recorded with the Human Resources Administrator.

- (b) Employees requested to return to work outside their regular working hours, shall be paid a minimum of three (3) hours at their regular hourly rate or the applicable overtime rate for the time worked, whichever is the greater (Travel time shall be included in the time worked).
- (c) All overtime worked on Sunday or Statutory Holidays shall be paid at the rate of double time (2x).
- (d) Time worked the Saturday of AGM shall be paid at the rate of one and three-quarters ($1\frac{3}{4}x$).
- (e) Time worked the Saturday of AGM (if it falls on a long weekend) shall be paid at the rate of double time (2x).

9.06

Additional Part-time Hours

Whenever possible, additional part-time hours shall be offered to regular part-time employees according to seniority.

ARTICLE 10 - VACATIONS

10.01

Entitlement

- (a) The vacation year is the Employer's fiscal year and commences on September 1st. Employees are entitled to vacation in accordance with the length of service:
- During the first year of service three (3) weeks
 - During the fourth year of service four (4) weeks

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- **During** the ninth year of service five (5) weeks
- **During** the thirteenth year of service six (6) weeks
- **During** the twentieth year of service and every five years thereafter, one additional week of vacation. The employee concerned may postpone the taking of the bonus vacation for up to one year following the year of accrual.

- (b) **Vacation is accrued monthly as of the employee's date of hire, and may not be borrowed from future accruals. Vacation shall be taken during the year of accrual or within six (6) months after the end of the year of accrual (September 1st to February 28th of the next fiscal year).** However, with the approval of the employer, vacation leave may be carried forward and a mutually agreed date by which the vacation must be used is determined.

10.02 Illness During Vacation

When an employee is sick for more than three (3) working days during a vacation, the employee may substitute sick leave for vacation leave providing that:

- (a) such substitution may be made only for illness in excess of three (3) working days;
- (b) such substitution shall not be made for illness on a Saturday or Sunday;
- (c) the employee can establish by a doctor's certificate that the illness was of sufficient severity as to have disabled the employee from attending work, had the employee not been on vacation.

10.03 Vacation Pay on Termination

If an employee leaves the employment of the Employer any time in the vacation year, before the employee has had vacation, the employee shall be entitled to payment of salary in lieu of such vacation.

10.04 Preference in Vacations

- (a) Every effort will be made, subject to the requirements of the operation of the Society, to allow employees to take vacation at a time of their choice. Where it is not possible to accommodate all staff in their choice of vacation time **within a department, seniority as defined in 7.01, the submission of vacation preference as defined in (b) below, and the requirements of the operation of the Society will govern.**

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 [Signature]

- (b) **Employees may submit their annual vacation preference to the Employer by April 30th for the subsequent twelve (12) month period between June 1st and May 31st. Employees may still submit vacation requests after this date, however, requests will not be granted on the basis of seniority per (a) above where other employees of the same department have submitted their written request for the same time and have received approval of such request.**
- (c) **The employer shall provide the employees with an updated account of their accrued vacation on a quarterly basis throughout the fiscal year.**

ARTICLE 11 - HOLIDAYS

11.01 Statutory Holidays

The following are the statutory holidays during which employees are not required to work:

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

11.02 Holiday Falling on Weekend

In the event that a statutory holiday, **with the exception of Remembrance Day**, occurs on Saturday or Sunday, the following working day(s) shall be considered the holiday. **In the event that Remembrance Day occurs on Saturday or Sunday, employees shall be granted a day in lieu to be taken at a mutually agreed time.**

ARTICLE 12 - SICK LEAVE

12.01 Sick Leave Defined

Sick leave is the period of time an employee is absent from work with full pay by virtue of being sick or disabled. Sick leave is not an accrued benefit payable on termination. The Employer may require certification by a physician of illness or of the ability to carry out responsibilities at work.

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12.02 Amount of Sick Leave

Each employee shall **receive** sick leave at full salary until such time as the employee becomes eligible for disability benefits under the Disability Benefits Plan. Regardless of the amount of sick leave taken at any given time, an employee will be entitled to leave with full salary up until the time such employee is eligible for disability benefits. All sick leave will be recorded. An employee must meet the terms of the Disability Benefits Plan to qualify for the top-up allowance under 12.03.

12.03 Top-Up Allowance

- (a) A record of top-up allowance will be kept by the Employer. Any employee is to be advised on application of the amount of top-up allowance accrued.
- (b) While the employee is eligible for disability benefits, the employee may be entitled to a top-up allowance. The period of top-up allowance eligibility shall be accrued, beginning in the fourth year of employment, at the rate of 20 days per year to a maximum of 200 days, such accrual to be reduced by the number of sick days used in each year. The top-up allowance will be calculated as the difference between the employee's regular net pay and the actual benefit paid by the Disability Benefits Plan. Regular net pay shall be calculated as the gross bi-weekly pay minus income tax, pension, CPP and EI deductions.
- (c) During any period of qualification for top-up allowance, an employee shall be entitled to all the benefits of this agreement as though actively at work. Upon exhaustion of top-up allowance, the employee will be considered on leave of absence without pay and all the provisions of Article 13.09 will apply.

ARTICLE 13 - LEAVES OF ABSENCE13.01 Personal Leave

Subject to mutual agreement as to the date, each employee is entitled to two (2) days of personal leave per year without loss of pay for reasons totally at the employee's discretion, such days to be taken by **August 31st** of each year. The two (2) days of personal leave shall be pro-rated for new employees.

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Effective September 1st 2009: Subject to mutual agreement as to the date, each employee is entitled to three (3) days of personal leave per year without loss of pay for reasons totally at the employee's discretion, such days to be taken by August 31st of each year. The three (3) days of personal leave shall be pro-rated for new employees.

13.02

Special Leave

- (a) Each employee may accrue up to six (6) days of leave without loss of pay per year, to a maximum accumulation of seventeen (17) days, to attend to needs related to:
- bereavement,
 - serious illness of a family member,
 - **doctor/specialist appointments, and surgical/dental procedures of self or of a family member,**
 - storm conditions,
 - or other personal emergencies, **including to attend to the needs of aging parents** as approved by the Employer.

The employee will advise the Human Resources Administrator (HRA) and direct supervisor, in advance where possible, when taking such leave. Where it is not possible to advise the HRA in advance of the required absence the employee will contact the HRA or designate as soon as possible. The employee will provide, upon return to work, written reasons for the leave to the HRA.

The intent of special leave is to allow employees an allotment of time to deal with emergent personal needs in such a way as to allow personal flexibility and to encourage use of what is genuinely needed for the circumstances. The cost of all potential special leave should not rest only with the employer. When the leave provided by this clause does not meet the need of the employee, the employee may access other provisions of this collective agreement, request an advance of future earned special leave, request a leave of absence without pay, request a leave of absence with pay under (b) of this clause. In the event an employee has borrowed special leave days against future accumulation and leaves the employ of the Society prior to earning the days taken, the Employer shall be entitled to recover the payment for those unearned days on termination of employment with the Society.

Bereavement leave is not restricted to a blood relationship with the deceased and may be used to attend funerals of relatives or friends or for longer periods for such deaths or critical illnesses.

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 [Signature]
 [Signature]

Personal emergencies can include such things as inability to come to work because of storm conditions, illness of family members or household emergencies that require immediate attention. Matters that can be scheduled outside of work hours or on personal time are not considered to be personal emergencies.

Special leave will be utilized in periods of not less than one (1) hour. Accumulation of special leave shall be for the period of **September 1st to August 31st**. When employment does not begin on **September 1st**, the accumulation will be pro-rated for the first year.

- (b) Other special instances, where leave of absence with pay may be requested, will be considered individually by the Employer.

13.03

Maternity Leave

- (a) Every female member of the bargaining unit shall be entitled to maternity leave.
- (b) An employee must submit a written request at least four (4) weeks before the intended date of the commencement of the leave, indicating the length of time requested.
- (c) Maternity leave shall not constitute a break in employment. Seniority shall continue to accrue while on maternity leave.
- (d) At the termination of the maternity leave the employee will be reinstated in the position occupied by her at the time such leave commenced or in a comparable position without less than the same salary and benefits.
- (e) Nothing in the foregoing shall reduce the rights of an employee to maternity leave as outlined in the Employment Standards Code of Manitoba.
- (f) An employee taking maternity leave pursuant to this Article shall be entitled to:
 - i) 93% of the basic rate of pay during the two-week Employment Insurance waiting period followed by
 - ii) payments equivalent to the difference between 93% of the basic rate of pay, and Employment Insurance weekly rate benefits for **the period that such benefits are payable.**

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- (g) i) The Employer is liable for the supplementary allowance only for that period of time which is covered by Employment Insurance benefits. All other time as may be granted shall be on a leave without pay basis.
- ii) In order to qualify for maternity leave with allowance, an employee must provide the Employer with proof that she has applied for and be in receipt of Employment Insurance benefits.

13.04

Parental Leave

- (a) Every member of the bargaining unit who:
 - i) in the case of a female employee, becomes the natural mother of a child,
 - ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his new-born child, or
 - iii) adopts a child under the law of a province shall be entitled to parental leave.
- (b) i) An employee must submit a written request at least four (4) weeks before the intended date of the commencement of the leave, indicating the length of time requested.
- ii) In the event of an adoption, such leave may commence upon one (1) **calendar** day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) Parental leave shall not constitute a break in employment. Seniority shall continue to accrue while on parental leave.
- (d) At the termination of the parental leave the employee will be reinstated in the position occupied by the employee at the time such leave commenced or in a comparable position without less than the same salary and benefits.
- (e) Nothing in the foregoing shall reduce the rights of an employee to parental leave as outlined in the Employment Standards Code of Manitoba.
- (f) An employee taking parental leave pursuant to this article shall be entitled to:
 - i) 93% of the basic rate of pay during the two-week Employment Insurance waiting period, if applicable, followed by

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- ii) payments equivalent to the difference between 93% of the basic rate of pay, and Employment Insurance weekly rate benefits for **the period that such benefits are payable.**
- (g) i) The Employer is liable for the supplementary allowance only for that period of time which is covered by Employment Insurance benefits. All other time as may be granted shall be on a leave without pay basis.
- ii) In order to qualify for parental leave with allowance, an employee must provide the Employer with proof that the employee has applied for and be in receipt of Employment Insurance benefits.
- (h) Every male member shall be entitled to two (2) days paid paternity leave for the birth of his child.

13.05 EI Rebate

The parties agree that the employees' share of the premium reduction (EI Rebate) under the provisions of the Employment Insurance Act shall be paid to CUPE Local 1637.

13.06 Leave for Union Activities

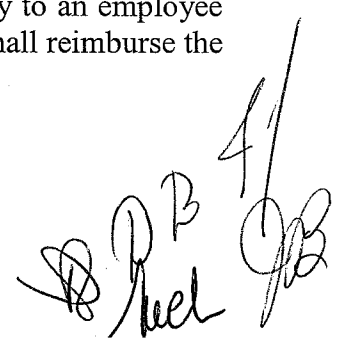
Employees shall be granted leave of absence without pay when delegated to perform union activities, including attendance at union conventions, conferences or educational seminars. Any employee who is elected or selected for a full-time or part-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay, by the Employer, for a period of up to one (1) year. Such leave may be renewed each year on request during the term of office. Seniority shall continue to accrue.

13.07 Leave for Public Affairs

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay so that employees may be candidates in a federal, provincial or municipal election. Seniority shall continue to accrue.

13.08 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of salary to an employee who is called as a juror or witness in any court. The employee shall reimburse the Employer any monies received for jury service or court witness.



13.09 Leave of Absence - Without Pay

An employee granted leave(s) of absence without pay in excess of ten (10) working days in a year (**September 1st – August 31st**) during the period of the leave(s), shall not accrue seniority, earn vacation credits, earn sick leave credits or subject to The Employment Standards **Code of Manitoba**, be paid for statutory holidays. Subject to the provisions of the benefit plans, welfare benefits may be continued during the leave at the option and expense of the employee.

13.10 Deferred Salary Leave

CUPE members may participate in the deferred salary leave plan for Society staff. A copy of the plan will be provided to any employee by the Human Resources Administrator, upon request.

13.11 Job Sharing

CUPE members may participate in a job sharing arrangement. The job sharing plan forms part of the Human Resources Policies and Procedures Manual of The Manitoba Teachers' Society.

ARTICLE 14 - WAGES AND ALLOWANCES

14.01 Application Rules

All employees shall be paid in accordance with the attached Schedule "A" which is part of this Agreement. After the probationary period, employees shall automatically receive their first increment and subsequent increments will be on the anniversary date of their employment. In all cases of promotion, the employee shall receive the wage of the higher classification in accordance with **the classification step of their former position.**

14.02 Payment of Salaries

Employees shall be paid on a biweekly basis every second Thursday.

14.03 Relieving Pay

An employee required to temporarily perform the principal duties of a higher classification for five (5) or more consecutive working days shall receive the rate of pay for said classification while performing such principal duties, retroactive to the date the employee commenced such principal duties. Applications for relieving pay shall be made in writing to the Human Resources Administrator outlining the nature and duration of such additional principal duties.

14.04 Expense Allowances

- (a) An employee as defined in Articles 3.01, 3.02 or 3.03 required to work overtime, more than two (2) hours, shall be entitled to a meal allowance in accordance with Society policy, or mileage will be paid at the same rate as paid to members of the Society, or **\$6.00**, whichever is the greater.
- (b) The Employer shall pay taxi fare home when an employee does not have private transportation and works later than 8:30 p.m.
- (c) When an employee is required to work away from the employee's regular place of work and when accommodation, meals and/or transportation are not arranged by the Employer, per diem expenses and mileage will be paid at the same rate as paid to members of the Society, or **\$6.00**, whichever is the greater. **Actual expenses reasonably and properly incurred by the employee in excess of the per diem referenced herein shall be considered by the Employer for reimbursement upon receipt of proof of payment.**
- (d) When incurred on the business of the Employer, parking expenses shall be paid.
- (e) When employees are requested to use their private **vehicle** for the business of the Employer, mileage will be paid at the same rate as paid to the members of the Society, or **\$6.00**, whichever is the greater.

In all cases, expense vouchers must be submitted.

14.05 Long Service Pay

- (a) Employees shall receive an additional \$40.00 per month Long Service Pay after twelve (12) years of service.
- (b) Employees shall receive in addition to the amount in Clause 14.05(a) an additional \$50.00 per month Long Service Pay after twenty (20) years of service.

14.06 Language Bonus

Employees whose position description requires them to work in more than one language shall receive an additional \$70/month.

14.07 Salary Payment on Death

In the event of the death of an employee the Society will pay to the estate the full salary for the month wherein the death occurs.

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14.08 Severance Pay

After three (3) years on permanent staff, an employee shall receive \$100.00 for every year on staff when retiring or terminating employment.

14.09 Notice of Resignation

Any permanent employee(s) who voluntarily leaves the service of the Employer and has given at least two (2) weeks' notice in writing of their intention to leave, shall be entitled to receive all accrued benefits as provided by this Agreement.

ARTICLE 15 - WELFARE BENEFITS

15.01 Legislation

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

15.02 Pension Plan

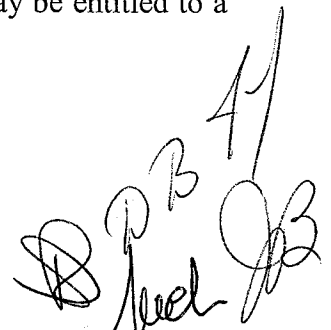
The Employer and the Union agree that the staff pension plan will be administered by the Trustees of the Pension Plan. The Trustees of the Pension Plan have authority to amend the Pension Plan as required, except with respect to the contribution rates which remain the responsibility of the parties to the Pension Plan.

15.03 Group Life Insurance

The Manitoba Public School Employees Group Life Insurance Plan shall be in effect for all employees and shall be a condition of employment. Except for options selected by the employee, the full cost of the premium shall be paid by the Employer. The full cost of any option shall be paid by the employee concerned.

15.04 Disability Benefits Plan

The Employer shall administer a disability benefits plan on behalf of the employees. Participation in the disability benefits plan shall be a condition of employment and the full cost of premiums shall be borne by the employee. While the employee is eligible for disability benefits, the employee may be entitled to a top-up allowance as outlined in Article 12 – Sick Leave.



If an employee is receiving disability benefits on a part-time basis and working on a part-time basis, the provisions outlined in Articles 16.01 through 16.07 of this Collective Agreement will apply.

15.05 Dental Plan

The Employer shall provide and maintain The Manitoba Teachers' Society Province-Wide Dental Plan for all employees and shall pay for each month to Manitoba Blue Cross the premiums in effect for each employee eligible to participate in the plan.

For the purpose of this section, eligible employees shall mean each regular full-time employee of the Society, and each regular part-time employee who regularly works fifteen (15) or more hours per week.

Retiring employees may elect to remain in the dental plan provided notice is given at least four (4) weeks prior to their retirement date and providing they are responsible for payment of the monthly premium.

In the event amendments to or changes in the application of, statutes and/or regulations pertaining to income tax provisions are made during the effective period of this Collective Agreement which affect the "Dental Insurance" benefit outlined in this article, it is agreed by the parties to open negotiations on this article should either party so choose.

15.06 Eyeglass Coverage

Increase of eyeglass coverage to \$250 per 2 years

The Employer shall provide and maintain Manitoba Blue Cross eyeglass coverage for all eligible employees and shall pay the required premiums.

15.07 Extended Health Benefits

The Employer shall provide and maintain Manitoba Blue Cross extended health benefits for all eligible employees and shall pay the required premiums.

Retiring employees may elect to remain in the Extended Health Benefits Plan provided notice is given at least four (4) weeks prior to their retirement date and providing they are responsible for payment of the monthly premium.

15.08 Protective Clothing

Any employee who is required to use reproduction, duplicating machines, caretaking equipment or chemicals which may damage clothing will be supplied with a smock or other protective clothing at the expense of the Employer.

15.09

Parking

Parking space equipped with car plugs shall be provided at no cost for all employees, if available.

15.10

Tuition Reimbursement

An employee may receive payment of course tuition subject to recommendation by the Human Resources Administrator. The course would have to be of benefit to the employee and the Employer.

15.11

Changes to Welfare Benefits

Prior to implementation, the Union will be notified of any changes to the benefits or premiums payable under the welfare plan.

ARTICLE 16 - PART-TIME EMPLOYEES

16.01

Part-time employees, as defined in Article 3.02, shall receive all benefits of this agreement except as outlined herein.

16.02

Part-time employees shall receive salary during vacations (as outlined in 10.01) and paid leaves based on the percentage of a full time position actually worked in the preceding year (**September 1st to August 31st**).

16.03

Benefit plan coverage shall be as per the provisions of this Agreement except as limited by plan carriers or by government legislation.

16.04

Part-time employees shall be entitled to paid statutory holidays as listed in Article 11, and shall be paid at least the equivalent of the wages that would have been earned on that day had it not been a statutory holiday. Pay for a statutory holiday for a part-time employee shall be equivalent to the employee's average daily earnings for the days worked during the thirty (30) calendar days immediately preceding the said holiday.

16.05

Seniority shall be accumulated on the basis of actual time worked (excluding hours paid at overtime rates) to a maximum of a full-time employee.

16.06

Part-time employees shall receive a full increment upon successful completion of the probationary period and subsequent increments on the basis of a half-step increment on completion of each 910 working hours.

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- 16.07 Part-time employees shall receive long service pay:
- (a) After accumulation of twelve (12) years of seniority, \$40.00 per month;
 - (b) After accumulation of twenty (20) years of seniority, \$50.00 per month.

ARTICLE 17 - HARASSMENT

- 17.01 The Union and the Employer recognize the right of all employees to work in an environment free from sexual or any other type of harassment and to be treated fairly in the workplace. The Employer therefore shall endeavour at all times to provide a work environment which is supportive of both productivity and the personal/professional goals, dignity and self-esteem of every employee.
- 17.02 For the purposes of this collective agreement, "sexual harassment" means any repeated and unwelcome sexual comment, look, suggestion, or physical contact that creates an uncomfortable working environment for the recipient; but may include a single sexual advance that includes or implies a threat; and may include a reprisal made after a sexual advance is rejected.
- 17.03 For the purposes of this collective agreement, "other types of harassment" means behaviour which intimidates, threatens, or harries a member of the bargaining unit in such a way as to deny the member dignity and respect, and cause offence, embarrassment or humiliation.
- 17.04 It is both the right and the responsibility of employees who believe that they have been subjected to harassment as defined above to immediately report such concerns to the Human Resources Administrator and/or Management and/or the President of the Society or the Union. The complainant will be advised of the results of the investigation and the action, if any, to be taken.
- 17.05 All information, documented or otherwise, pertaining to complaints of harassment, their investigation, and action taken shall be dealt with in strict confidence and as expeditiously as possible.
- 17.06 Complaints that are proven to have been made for frivolous or vindictive reasons may be subject to disciplinary action.

ARTICLE 18 – DISCIPLINE AND DISCHARGE

- 18.01 The Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.

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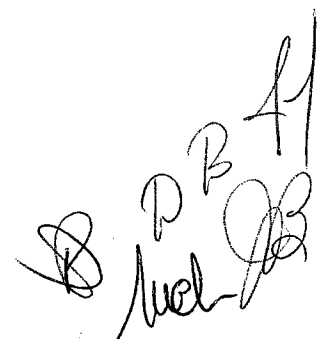
- 18.02 The Employer affirms its commitment to the principle of progressive discipline and agrees that except in cases of extreme misconduct, discipline will proceed in stages, as appropriate.
- 18.03 If the Employer is considering disciplinary action, the following shall occur:
- (a) The employer shall inform the employee concerned and the Shop Steward of the complaint and will advise both the employee and the Shop Steward that a meeting will be held at a time and place determined by the Employer. The Employer may consult with the CUPE Representative assigned to Local 1637 before informing the Shop Steward. The CUPE Representative will determine if the Shop Steward will be informed.
 - (b) Employees concerned will be given the opportunity to make representation at the meeting on their own behalf either personally or with a representative of the Union if they desire.
 - (c) The Shop Steward and the employee concerned shall be advised within a reasonable period of time of the decision of management arising out of the meeting.
 - (d) All disciplinary action shall be in writing with a copy to the employee and the Shop Steward. The employee and the Shop Steward shall initial the original.
- 18.04 Employees shall have access to their personnel file. Employees shall have the right to respond in writing to any documents the Employer wishes to place in their personnel file. Such response shall become part of the permanent record.

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE

- 19.01 A grievance shall be defined as any difference arising out of the interpretation, application or alleged violation of the collective agreement.
- 19.02 Grievances shall be settled in the following manner:
- (a) Within twenty (20) working days of the occurrence of the event which gives rise to a grievance the aggrieved employee(s), together with the Shop Steward, shall submit to the Human Resources Administrator, a written statement of the particulars of the grievance and the redress sought. The Human Resources Administrator, shall, within five (5) working days, schedule a hearing following receipt of the grievance. A decision, in writing, shall be rendered within five (5) working days following the hearing.

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 P B H
 Mch QB

- (b) Failing satisfactory settlement being reached in Step (a), the Union shall, within five (5) working days of receipt of the decision in Step (a), submit the written grievance and the redress sought to the Personnel Committee of the Society, who shall schedule a meeting within thirty (30) **calendar** days following receipt of the grievance. A decision, in writing, shall be rendered within five (5) working days following the meeting.
- 19.03 If a satisfactory settlement is not reached in 19.02(b), the matter shall, within thirty (30) working days, be referred to a single Arbitrator who shall be mutually agreed upon by the parties. The power of the Arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on both parties. The Arbitrator's fees and expenses shall be borne equally between both parties.
- 19.04 If the parties cannot agree on an Arbitrator within ten (10) working days, the matter shall be referred to an Arbitration Board consisting of two members, one designated by each party, plus a mutually agreed-upon Chairperson. If these two members cannot agree upon a Chairperson within ten (10) working days, the Manitoba Labour Board will be asked to appoint one. The power of the Arbitration Board shall be limited to the matters in dispute as submitted. The decision of a majority of this Board shall be final and binding upon the parties. Each party shall pay the fees and expenses of the arbitrator it appoints and one-half of the expenses and fees of the Chairperson.
- 19.05 The time limits herein may be amended by mutual agreement of both parties or, during July and August, may be waived by either party.
- 19.06 The Employer and the Union are both entitled to representation at the Arbitration hearing. The Arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.
- 19.07 No deduction shall be made from the salary of an employee (Shop Steward, employee(s) involved) for the time spent in the formal processing of grievances and/or arbitrations as set out in this article.
- 19.08 The Arbitrator/Arbitration Board shall not have the jurisdiction to alter or change any of the provisions of this Agreement.
- 19.09 No grievance shall be defeated on the basis of a technical objection.



ARTICLE 20 - TERM OF AGREEMENT

20.01 Term of Agreement

This Agreement shall be effective from the 1st day of September, 2007 and shall remain in full force and effect until the 31st day of August, 2010 and shall automatically continue from year to year until either party serves written notice on the other party, at least ninety (90) **calendar** days prior to any annual expiration day. During negotiations for a new Agreement the terms of the present Agreement shall remain in full force and effect.

20.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. The provisions of this Article are not grievable.

Dated this 18 day of June, 2008.

FOR THE EMPLOYER

P. Isaak

President

Bradley

General Secretary

Diane Benes

Chairperson,
Personnel Committee

FOR THE UNION

[Signature]

President

[Signature]

Secretary

Member,
Negotiating Committee

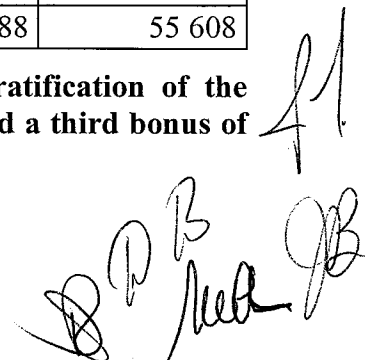
Staff Representative,
Canadian Union of Public Employees

CUPE LOCAL 1637 AND THE MANITOBA TEACHERS' SOCIETY

SALARIES - SCHEDULE "A"

Pay Grade	Step	Sept 1, 2006	Sept 1, 2007	Sept 1, 2008	Sept 1, 2009
			Year 1	Year 2	Year 3
			3%	3%	3%
A	Step 1	24 107	24 830	25 575	26 342
A	Step 2	26 167	26 952	27 761	28 594
A	Step 3	28 227	29 074	29 946	30 844
A	Step 4	30 289	31 198	32 134	33 098
A	Step 5	32 348	33 318	34 318	35 348
A	Step 6	34 409	35 441	36 504	37 599
B	Step 1	28 227	29 074	29 946	30 844
B	Step 2	30 289	31 198	32 134	33 098
B	Step 3	32 348	33 318	34 318	35 348
B	Step 4	34 409	35 441	36 504	37 599
B	Step 5	36 468	37 562	38 689	39 850
B	Step 6	38 530	39 686	40 877	42 103
C	Step 1	32 348	33 318	34 318	35 348
C	Step 2	34 409	35 441	36 504	37 599
C	Step 3	36 468	37 562	38 689	39 850
C	Step 4	38 530	39 686	40 877	42 103
C	Step 5	40 587	41 805	43 059	44 351
C	Step 6	42 648	43 927	45 245	46 602
D	Step 1	36 468	37 562	38 689	39 850
D	Step 2	38 530	39 686	40 877	42 103
D	Step 3	40 587	41 805	43 059	44 351
D	Step 4	42 648	43 927	45 245	46 602
D	Step 5	44 707	46 048	47 429	48 852
D	Step 6	46 769	48 172	49 617	51 106
E	Step 1	40 587	41 805	43 059	44 351
E	Step 2	42 648	43 927	45 245	46 602
E	Step 3	44 707	46 048	47 429	48 852
E	Step 4	46 769	48 172	49 617	51 106
E	Step 5	48 829	50 294	51 803	53 357
E	Step 6	50 889	52 416	53 988	55 608

Employees shall receive a signing bonus of \$500 within 30 days of ratification of the Collective Agreement, a second bonus of \$250 on September 1st 2008, and a third bonus of \$250 on September 1st, 2009.

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**LETTER OF UNDERSTANDING BETWEEN
THE MANITOBA TEACHERS' SOCIETY AND CUPE LOCAL 1637**

Article 10.01 "Entitlement" requires vacation to be taken during the fiscal year in which it is accrued or within six (6) months after the end of the year of accrual (September 1st to February 28th of the next fiscal year). The parties agree that all vacation accrued prior to June 30, 2008 will be used within a three-year period. This period will run from the date of the signing of the collective agreement to three years thereafter.

Employees have the option of having vacation time accrued prior to June 30th, 2006 paid out at the rate of pay in effect at June 30th, 2006.

The parties also agree that in the year that the "vacation year" changes from July 1st through June 30th to September 1st through August 31st, vacation for the two-month period of July 1st to August 31st shall be accrued by CUPE members on a pro-rated basis.

Dated this 18 day of June, 2008.

FOR THE EMPLOYER

P. Isaac

President

Bradley

General Secretary

Piame Benes

Chairperson,
Personnel Committee

FOR THE UNION

[Signature]

President

[Signature]

Secretary

Member,
Negotiating Committee

Staff Representative,
Canadian Union of Public Employees