

COLLECTIVE AGREEMENT

BETWEEN

THE MANITOBA TEACHERS' SOCIETY



AND

**THE ADMINISTRATIVE STAFF ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**



September 1, 2006 – August 31, 2009

ADMINISTRATIVE STAFF ASSOCIATION COLLECTIVE AGREEMENT

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ARTICLE 1: DEFINITIONS

- 1.01 For the purposes of this agreement the Analysts, the Benefits Administrator, the Case Managers, the Controller, the Disability Claims and Rehabilitation Administrator, the Information and Technology Administrator, the Public Affairs Facilitator, the Staff Officers, Public Relations Facilitator, and the Website Manager and Editor shall hereinafter be collectively referred to as "the Administrative Staff".
- 1.02 For the purposes of this agreement, the Provincial Executive of The Manitoba Teachers' Society shall hereinafter be referred to as "the Society".
- 1.03 For the purposes of this agreement, the Administrative Staff Association of The Manitoba Teachers' Society shall be hereinafter referred to as "the Association".

ARTICLE 2: RECOGNITION

- 2.01 The Society recognizes the Association as the exclusive bargaining agent for all Administrative Staff employed by the Society.
- 2.02 The Association recognizes the right of the Society to manage, direct and control the affairs of the Manitoba Teachers' Society.
- 2.03 The Society agrees to collect via payroll deduction the dues of membership of the Association from all persons covered by this collective agreement, under the direction of the Association, and remit said fees to the Association in a timely manner.

ARTICLE 3: PURPOSE

- 3.01 It is the intent and purpose of the parties to this agreement to promote and improve the working relations between the Society and the Association and to establish a salary schedule and other conditions of employment governing the employment of the Administrative Staff.
- 3.02 In interpreting the collective agreement, the Society and the Association shall act in a fair and reasonable manner.

ARTICLE 4: RIGHT TO CONSULTATION

- 4.01 (a) The Society shall provide to the Association notice of any proposed substantive and material change in organization or conditions of work and the rationale for such change, prior to the implementation of any decision made by the Provincial Executive. The Society will meet with the Association to discuss such change.
- (b) The Association shall be given reasonable timelines for this consultation and in any event, the minimum time allowed for consultation will be sixty (60) calendar days.

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- (c) Consultation shall include:
 - (i) discussion of the change which is being considered;
 - (ii) discussion of alternatives to the proposed change;
 - (iii) discussion of the effect the proposed change will have on the terms, conditions or security of employment of the employees affected.

4.02 The Society will make provision for the Association to name at least two representatives to any future committee mandated to address service delivery and staffing models.

4.03 Staff evaluations shall not be used in any review involving service delivery / staffing models.

ARTICLE 5: LIAISON COMMITTEE

The Liaison Committee will consist of two (2) members of the Association and two (2) members of the Provincial Executive, exclusive of any member(s) of the Joint Personnel Committee. This committee shall study and make recommendations on any organizational issue of concern to either party except for those matters that are within the terms of reference of the Joint Personnel Committee.

ARTICLE 6: JOINT PERSONNEL COMMITTEE

The Joint Personnel Committee will consist of three members of the Association, one member of the Management Team and two members of the Provincial Executive. This committee has the mandate to consider any matter flowing from the interpretation or application of this collective agreement, including any personnel matters on which the collective agreement is silent, and any significant change in working conditions affecting the Administrative Staff. This committee shall study and make recommendations to the parties on all matters referred to it. The committee shall report on any matter referred to it within sixty (60) days of the referral or within such additional time as the parties may mutually agree.

ARTICLE 7: EFFECTIVE PERIOD

This agreement shall come into force and take effect on the first day of September, 2006 and shall remain in force until August 31, 2009 and shall automatically renew itself from year to year unless written notice to terminate or amend this agreement is given by one party to the other ninety (90) days prior to the expiration of this agreement.

This agreement shall and does hereby terminate and supersede any other written or verbal agreements between the parties relating to the employment by the Society of members of the Association.

ARTICLE 8: WORK WEEK

8.01 Normal work week for Administrative Staff members shall be Monday to Friday. When, as a consequence of scheduled meetings or other assignments, or travel to or from scheduled meetings or other assignments, a member must work on a Saturday or a

Sunday, that member shall be entitled to a compensatory day off during the preceding, same or subsequent week, or at such other time as may be agreed to by the member and the Society. Saturday coverage for meetings is an expectation of employment for Administrative Staff. Determination and assurance of coverage for Saturday meetings is within the responsibility and authority of the General Secretary.

8.02 During July and August, employees shall work four-day work weeks on a schedule to accommodate the Monday to Friday operation of the Society. Excluding those weeks in which a statutory holiday occurs, the number of four-day weeks shall be five.

ARTICLE 9: SALARIES

9.01 Salary Schedules

(a) Staff Officers shall be paid according to the following scale in the appropriate year:

Years of Experience	Effective September 1, 2006	Effective September 1, 2007	Effective September 1, 2008
0	88,262	90,910	93,819
1	93,375	96,176	99,254
2	98,487	101,441	104,687
3	103,602	106,710	110,124
4	108,724	111,985	115,569
5	113,834	117,249	121,000

(b) The Analysts, Benefits Administrator, Controller, Disability Claims and Rehabilitation Administrator, Public Affairs Facilitator, Public Relations Facilitator, and Website Manager & Editor shall be paid according to the following scale in the appropriate year. The criteria for inclusion on this scale are:

- i) may represent the Society to outside groups both in and outside the membership and
- ii) may be assigned as staff advisor to committees.

The assignments in i) and ii) are the responsibility of the General Secretary.

Years of Experience	Effective September 1, 2006	Effective September 1, 2007	Effective September 1, 2008
0	76,687	78,987	81,515
1	79,832	82,227	84,858
2	82,778	85,261	87,990
3	85,826	88,401	91,229
4	88,874	91,540	94,469
5	91,920	94,678	97,708

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- (c) i) Case Managers and the Information and Technology Administrator shall be paid according to the following scale in the appropriate year:

Years of Experience	Effective September 1, 2006	Effective September 1, 2007	Effective September 1, 2008
0	65,595	67,562	69,724
1	67,994	70,034	72,275
2	70,395	72,507	74,827
3	72,794	74,978	77,377
4	75,197	77,453	79,932
5	77,595	79,923	82,480

9.02 **Department Heads**

- (a) Department Heads shall be appointed in Professional Issues and Teacher Welfare.
- (b) Department Heads shall receive an allowance of:

Effective September 1, 2006	Effective September 1, 2007	Effective September 1, 2008
6,688	6,888	7,109

9.03 **Payment of Salaries**

- (a) All members of the Association shall have their salary deposited directly to the financial institution of their choice.
- (b) Salaries shall be paid on a bi-weekly basis.
- (c) Per Diem calculations of salary shall be based on a divisor of 245 days.

9.04 **Initial Placement**

- (a) Initial placement of any member of the Association who has no previous experience as an Administrative Staff member of the Society shall be at Step 0 of the salary schedule.
- (b) Initial placement of any Administrative Staff member who was previously employed by the Society under this collective agreement or under a previous Memorandum of Agreement between the Society and the Administrative Staff shall be at that step of the applicable salary schedule in this article which is equal to the number of completed years of previous service as an Administrative Staff member of the Society.

9.05 **Increment Date**

Administrative Staff shall be credited with a year's experience for salary purposes for each twelve (12) months of employment as an Administrative Staff member with the Society.

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9.06 Salary Payment on Death

In the event of the death of an Administrative Staff member the Society will pay to the estate four weeks salary plus all unused vacation entitlement accrued to date of death.

9.07 Interest on Retroactive Salary

Administrative staff shall be paid interest on retroactive salary from the time the retroactive salary would have been paid up to the date of signing at the rate the Society receives at its primary bank or credit union. The interest will be calculated on the average annual net increase as of December 31 of each year and using the interest rate as of December 31 of each year. For the year ending December 2008, the interest rate used will be as at the date of signing.

ARTICLE 10: CAR PROVISIONS AND ALLOWANCES

Staff Officers and Case Managers employed prior to February 1, 2005, shall receive a car allowance as provided below in Article 10.01 for the duration of their continuous employment with the Society. Effective February 1, 2005, all members, including Staff Officers and Case Managers whose employment begins after this date, shall receive reimbursement for business travel as provided in Article 10.02.

10.01 (a) Car Provisions

Each Staff Officer and Case Manager shall provide and maintain an automobile in order to perform efficiently the duties required during the course of employment and shall purchase automobile liability insurance so as to protect fully and hold blameless the Society against any and all risks incurred by reason of the operation of the said or other automobile under the Staff Officer's or Case Manager's control and more particularly, that the Staff Officer or Case Manager will specifically have inserted in the policy clauses providing for coverage up to \$2,000,000 for public liability and under-insured motorist protection.

(b) Car Allowance

- (i) Staff Officers and Case Managers shall not be paid a car allowance when they are on:
 - a) a sabbatical leave, or
 - b) a deferred salary leave, or
 - c) a leave granted under Leaves: General Provision
- (ii) Staff Officers and Case Managers on a maternity, adoptive or short-term leave shall receive a car allowance for only four (4) months while on such leave.
- (iii) Staff Officers and Case Managers on sick leave and/or disability shall receive a car allowance for only six (6) months while on sick leave or disability or any combination of sick leave and disability.
- (iv) Staff Officers and Case Managers shall be paid a monthly car allowance in respect of depreciation, carrying charges, licenses, insurance, maintenance,

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repairs, storage and washing for providing and maintaining an automobile for use on the business of the Society, and shall be reimbursed for operating expenditures for gasoline other than for vacation periods and for extended personal trips. The amount of the car allowance shall be as follows:

Effective September 1, 2006	Effective September 1, 2007	Effective September 1, 2008
629	648	669

(c) *Car Allowance for the Administrative Staff members other than Staff Officers*

For the period September 1, 2003 to January 31, 2005, where members other than Staff Officers and Case Managers are required to use their automobiles to attend meetings or carry on business on behalf of the Society, they shall be paid regular Society rates for kilometers travelled.

10.02 Reimbursement for Business Travel

- (a) Members shall be paid the Canada Revenue Agency rate (CRA) per kilometer for the first 5,000 kilometers of business travel in a calendar year and CRA rate per kilometer beyond 5,000 kilometers in that calendar year.
- (b) The Society will adjust the kilometer rates at such time as CRA adjusts the allowable limits of reimbursement for employment use and shall advise the Association of such adjustments.

ARTICLE 11: VACATIONS

11.01 Use of Vacation Days Earned On or After January 1, 2005

- (a) Members are entitled to one month plus two weeks (32 working days) of paid vacation time per year provided that not more than one month (22 working days) is taken consecutively except with the consent of the General Secretary.
- (b) The annual vacation entitlement of a member will normally be used within the year in which it is earned. At the end of the year in which the vacation entitlement is earned the member may utilize the unused vacation entitlement, upon their own discretion, to a maximum of six months beyond the end of the twelve month period during which the vacation entitlement was earned. At the end of this six month period any unused vacation entitlement of the member under Article 11.01 shall be forfeited unless prior approval is granted by the General Secretary to the member for an extension of time based on a request from the member due to extraordinary events. Such approval is at the sole discretion of the General Secretary. The General Secretary will exercise discretion reasonably, fairly and in good faith.
- (c) When, during a vacation period, a member becomes ill or injured to an extent that was judged sufficiently serious by a licensed medical practitioner to limit the ability of the individual to be able to work for a period in excess of three days, the member shall be permitted to substitute sick leave for such period instead of having such period count as used vacation. Claims to substitute sick leave for

vacation shall be filed with the General Secretary within one week of returning to work following the vacation period.

- (d) There shall be no accrual of vacation entitlement while on the following leaves:
 - i) a sabbatical leave, or
 - ii) a short term leave, or
 - iii) a deferred salary leave, or
 - iv) a disability leave.
- (e) When a member leaves the employ of the Society, the member shall be paid the value of unused vacation entitlement earned under the provisions of Article 11.01 up to a maximum of forty eight (48) days. A member shall not be entitled to access professional development funding while utilizing vacation days under this provision.

11.02 Use of Vacation Days Earned Up To and Including December 31, 2004

Unused vacation days earned by a member up to and including December 31, 2004 shall be available to the member for use in a collective agreement year where the member requires more than the annual entitlement as provided for in 11.01. At the time of leaving the employ of the Society, any unused vacation days earned up to and including December 31, 2004 shall be available to the member. The application of these provisions shall be subject to the following:

- (a) Vacation time in excess of one month (22 working days) can only be taken with the consent of the General Secretary. This provision cannot be combined with 11.01 (a) to exceed 22 working days without the consent of the General Secretary.
- (b) Members will make a reasonable effort to use these days prior to leaving the employ of the Society.
- (c) Upon leaving employment with the Society, a member with banked vacation days shall choose one of the following options:
 - (i) utilize banked vacation days, which will be considered pensionable service, immediately following the last day worked, or
 - (ii) receive a lump sum payment of banked vacation days at the date of departure and at the salary rate in effect at that time, or
 - (iii) a combination of i) and ii) above as agreed upon by the member and the Society.
- (d) A member who elects (c) i) or iii) above shall be entitled to, if applicable, up to a maximum of three (3) months' car allowance.
- (e) A member shall not be entitled to access professional development funding while utilizing vacation days under this provision.
- (f) When, during a vacation period, a member becomes ill or injured to an extent that was judged sufficiently serious by a licensed medical practitioner to limit the ability of the individual to be able to work for a period in excess of three (3) days, the member shall be permitted to substitute sick leave for such period instead of having such period count as used vacation. Claims to substitute sick leave for vacation shall be filed with the General Secretary within one (1) week of returning to work following the vacation period.

ARTICLE 12: LEAVES

12.01 *Sick Leave*

An Administrative Staff member upon commencing employment shall be entitled to eighty (80) working days of sick leave at full salary.

One month after return to active employment from sick leave, a member's sick leave entitlement shall be a minimum of eighty (80) working days.

Beginning in the fifth year of employment, this entitlement shall be increased at the rate of twenty (20) working days per year and shall be decreased by the number of sick days used in such year. The maximum entitlement of sick leave shall be two hundred (200) working days.

12.02 *Sabbatical Leave*

The Society has total responsibility for the granting of sabbatical leave. If the Society determines that no sabbatical leave will be granted in any year, it will make such determination as early as possible in the Society's year so that the Association can be made aware of such a decision well in advance of the application timeline.

- (a) Any member of the Administrative Staff is entitled to request sabbatical leave of twelve months to commence after seven years of employment.
- (b) Under normal circumstances, sabbatical leaves shall coincide with the school year, beginning between July 1 and September 1 and ending between June 30 and August 30 of the following year; under special circumstances, sabbatical leaves shall coincide with the calendar year beginning on January 1 and ending on December 31. Sabbatical leave for a member of Administrative Staff shall not exceed twelve months for each seven years of employment.
- (c) Application for sabbatical leave shall be made to the General Secretary who shall appoint a special committee to review the request for sabbatical leave upon receipt of such request and the committee shall report its recommendations to the Society.
- (d) No more than one member of the Administrative Staff is to be on sabbatical leave at any one time except when the Society deems it to be desirable.
- (e) A member of the Administrative Staff who has been granted sabbatical leave will, following the leave, remain in the employ of the Society for a period equal to twice the period of the leave.
- (f) There shall be no accumulation of pensionable service while on sabbatical leave. Administrative Staff shall, however, be entitled to purchase such service, subject to the provisions of the relevant pension plan.
- (g) There shall be no accumulation of sick leave while on sabbatical leave.

- (h) Group life, long term disability, accident insurance, and extended health and dental insurance will continue in force while on sabbatical leave to a maximum of two years, with the premium and long term disability benefit based on the level of salary in effect in the month immediately preceding the leave.
- (i) A member of the Administrative Staff on sabbatical leave shall receive for the period of the leave an aggregate allowance equal to 75% of the annual salary that would have been paid to that Administrative Staff member had the staff member not been on leave.
- (j) A member of the Administrative Staff shall repay that portion of the allowance received equal to the fraction of the related period of employment, as stipulated in (e) above, which is not served.
- (k) Should a member of the Administrative Staff die while on sabbatical leave or before the completion of the periods of employment stipulated in section (e) above, the allowance received will not be recoverable by the Society.
- (l) On return from sabbatical leave the member will be employed in a position comparable to the position held prior to taking sabbatical leave.
- (m) On return from sabbatical leave, the member will provide a written and oral summary of activities undertaken while on sabbatical leave to the Society at its first regular meeting following the completion of the sabbatical leave.
- (n) Except under special circumstances, a member must apply for sabbatical leave:
 - i) on or before February 1, prior to the commencement of a sabbatical between July 1 and September 1; or,
 - ii) on or before September 1 prior to the commencement of a sabbatical on January 1.
- (o) The Society will inform an applicant of its decision at least three months before the sabbatical leave is to begin unless it has entertained an application later than six months prior to the beginning of sabbatical leave, in which case the Society shall inform the applicant of its decision as soon as it is reasonably possible after the receipt of the application.

12.03 *Deferred Salary Leave Plan*

- (a) Any member of the Association is entitled to apply for a deferred salary leave.
- (b) The deferred salary leave shall be administered according to the terms of the agreement between the Society and the Association.
- (c) The "Committee" referred to in the Master Agreement under 1. Definitions shall be composed of two representatives of the Society and two representatives of the Association.
- (d) Application for a deferred salary leave shall be made to the President of the Society in writing by May 1 for inclusion in the plan effective September 1. The

President of the Society shall convene a meeting of the committee defined in (c) to review the request for a deferred salary leave upon receipt of such request and the committee shall report its recommendations to the Society.

- (e) The leave of absence under the DSLP shall be not less than six months and shall be completed by the member of the Association within seven years of first entering the plan subject to 4.4 and 4.5 of the Master Agreement between the Society and the Association.
- (f) The provisions in the Group Insurance article shall apply to any member of the Association on a deferred salary leave with the premium of any salary based group insurance plan determined by the level of salary entitlement in the month immediately preceding the leave.
- (g) The deferred salary leave may be used as a supplement to any leave granted by the Society.
- (h) The President and the Treasurer of the Association shall be the signing officers for the Association covered by the Deferred Salary Leave Plan.

12.04 *Short Term Leave*

The Society has total responsibility for the granting of short term leaves.

- (a) Any member of the Administrative Staff is entitled to request a short term leave.
- (b) Application for a short term leave shall be made to the General Secretary who shall review the request with the Officers of the Society. The Officers shall bring recommendation on the leave request to the Provincial Executive for a decision.
- (c) A member of the Administrative Staff who has been granted a short term leave will, following the leave, remain in the employ of the Society for a period equal to twice the period of the leave.
- (d) Accumulation of pensionable service while on short term leave shall be subject to the provisions of the relevant pension plan.
- (e) There shall be no accumulation of sick leave while on short term leave.
- (f) Group life, disability, accident, extended health and dental insurance will continue in force while on short term leave to a maximum of the length of the leave granted, with the premium and disability benefit based on the level of salary in effect in the month immediately preceding the leave.
- (g) A member of the Administrative Staff on short term leave shall receive for the period of the leave an aggregate allowance equal to 75% of the annual salary that would have been paid to that Administrative Staff member had the staff member not been on leave.

- (h) A member of the Administrative Staff shall repay that portion of the allowance received equal to the fraction of the related period of employment as stipulated in (c) above, which is not served.
- (i) Should a member of the Administrative Staff die while on short term leave or before the completion of the periods of employment stipulated in (c) above, the allowance received will not be recoverable by the Society.
- (j) On return from short term leave, the member will be employed in a position comparable to the position held prior to taking the leave.
- (k) On return from short term leave, the member will provide a written and oral summary of activities undertaken while on such leave to the General Secretary following the completion of the short term leave.

12.05 *Maternity Leave*

- (a) Every female member of the Administrative Staff shall be entitled to maternity leave.
- (b) The condition of the maternity leave shall be determined by the member of the Association and the Society to their mutual satisfaction.
- (c) The Society shall provide the member of the Association with a copy of the agreement reached in clause (b) above.
- (d) Maternity leave shall not constitute a break in employment.
- (e) At the termination of the maternity leave the member of the Association 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.
- (f) Nothing in the foregoing shall reduce the rights of a member of the Association for maternity leave as outlined for those covered by the Employment Standards Act.
- (g) A member of the Association taking maternity leave pursuant to this article shall be entitled to:
 - i) 93% of the salary being received at the time leave was taken for the first two weeks followed by
 - ii) payments equivalent to the difference between 93% of salary being received at the time leave was taken and Employment Insurance weekly benefits for the period that such benefits are payable.
- (h) In order to qualify for maternity leave with the above allowance, the member must provide proof to the Society that she has applied for and is in receipt of Employment Insurance benefits and that Human Resources Development Canada (HRDC) has agreed that the member is eligible for such benefits.

12.06 *Adoptive Leave*

- (a) Every member of the Association shall be entitled to leave for the adoption of a child or children.
- (b) The condition of the adoptive leave shall be determined by the member of the Association and the Society to their mutual satisfaction.
- (c) The Society shall provide the member of the Association with a copy of the agreement reached in clause (b) above.
- (d) Adoptive leave shall not constitute a break in employment.
- (e) At the termination of the adoptive leave the member of the Association will be reinstated in the position occupied by her/him at the time such leave commenced or in a comparable position without less than the same salary and benefits.
- (f) A member of the Association taking adoptive leave pursuant to this article shall be entitled to:
 - i) 93% of the salary being received at the time leave was taken for the first two weeks followed by
 - ii) payments equivalent to the difference between 93% of salary being received at the time leave was taken and Employment Insurance weekly benefits for the period that such benefits are payable.
- (g) In order to qualify for adoptive leave with the above allowance, the member must provide proof to the Society that she or he has applied for and is in receipt of Employment Insurance benefits and that Human Resources Development Canada (HRDC) has agreed that the member is eligible for such benefits.

12.07 *Parenting Leave*

- (a) Every member of the Association shall be entitled to parenting leave for the birth of a child or children.
- (b) The condition of the parenting leave shall be determined by the member of the Association and the Society to their mutual satisfaction.
- (c) The Society shall provide the member of the Association with a copy of the agreement reached in clause (b) above.
- (d) Parenting leave shall not constitute a break in employment.
- (e) At the termination of the parenting leave the member of the Association will be reinstated in the position occupied by him at the time such leave commenced or in a comparable position with no less than the same salary and benefits.
- (f) A member of the Association taking parenting leave pursuant to this article shall be entitled to:

- i) 93% of the salary being received at the time leave was taken for the first two weeks followed by
 - ii) payments equivalent to the difference between 93% of salary being received at the time leave was taken and Employment Insurance weekly benefits for the period that such benefits are payable.
- (g) In order to qualify for parenting leave with the above allowance, the member must provide proof to the Society that he/she has applied for and is in receipt of Employment Insurance benefits and that Human Resources Development Canada (HRDC) has agreed that the member is eligible for such benefits.
- (h) Every member of the Association who is not requesting an allowance for parenting leave pursuant to sub-sections (f) – (g) above shall be entitled to three (3) days paternity leave for the birth of a child or children.

12.08 *Compassionate Leave*

Every member of the Association shall be entitled to a leave of absence with pay for up to five (5) days in case of death or serious illness of any member of the immediate family.

Immediate family shall include: life partner, child or children, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

The General Secretary shall have the discretion to extend this definition in special circumstances.

12.09 *Political Leave*

Political leave is considered to be a leave of absence without pay and will be granted to members who are seeking election to public office or who are elected to public office subject to the following provisions:

- (a) Campaign Period
 - i) A member shall give a minimum of one (1) week's notice prior to the commencement of the leave, and
 - ii) the position of the member shall be held for the duration of the leave.
- (b) Election to Public Office

A member who is elected to public office shall, upon application, be granted a leave of absence without pay for up to one term of office, plus the election campaign period for a second term.
- (c) A member shall retain but not accrue seniority while on leave.

12.10 *Jury Duty*

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

12.11 *General Provision*

The Society may grant leave with or without pay to any member of the Association for any reason it may deem appropriate.

ARTICLE 13: PROFESSIONAL DEVELOPMENT

13.01 The Society and the Association recognize the need, responsibility and right of Association members to access professional development opportunities. Where the Society provides time and funding, it may require participation of members of the Association. Association members recognize their responsibility to engage in professional development activities in order to promote individual professional growth and to enhance service to the Society.

13.02 Effective September 1st, 2008, the Society shall provide an amount of \$4,250 to all new permanent members or members reassigned to new positions. This amount is to be used over a period of two years following the date of employment for training and development related to the position.

13.03 Effective September 1st, 2008, the Society shall provide an allocation of \$6,150 to all administrative staff members to attend conferences and training related to their work. This allocation will occur at the beginning of a three (3) year period, and each succeeding three (3) year period will begin with a new allocation. Any monies not utilized in a given three (3) year period will be lost. Members employed for a one (1) year term or more shall be entitled to a pro-rated allowance based on the duration of the term.

ARTICLE 14: BENEFITS

14.01 *Group Life Insurance*

The Manitoba Public School Employees Group Life Insurance Plan, as it might exist from time to time, shall be in effect for the Administrative Staff and shall be a condition of employment. Except for options selected by the Administrative Staff member, the full cost of the premium shall be paid by the Society. The full cost of any option shall be paid by the member concerned.

14.02 *Disability Insurance*

The Society shall administer a group disability insurance plan on behalf of the Administrative Staff. Participation in the disability plan shall be a condition of employment and the full cost of the premiums shall be borne by the Administrative Staff members.

14.03 *Accident Insurance*

The Society shall purchase an accidental death and dismemberment policy on behalf of the Administrative Staff in the amount of \$250,000 per insured employee.

14.04 *Extended Health and Dental Insurance*

An extended health and dental benefit plan will be in effect for the Administrative Staff which will provide hospital and ambulance coverage, extended health benefits, and dental benefits of 100% Level I, 80% Level II and 50% Level III in the Manitoba Blue Cross group plans 7133 and 6874 respectively. The Society will be responsible for the premium costs for the Administrative Staff at the rates in effect for the said Groups 7133 and 6874 from time to time during the term of this agreement.

Any Administrative Staff member who retires from the Society may continue coverage under group plans 7133 and/or 6874 at the group rates in effect from time to time subject to the retiree being responsible for the payment of the appropriate premium(s).

14.05 *Employee Assistance Program*

The Society shall make a counselling program available to members of the Association and shall ensure confidentiality.

ARTICLE 15: RETIREMENT

15.01 *Pensions*

- (a) For Administrative Staff members designated by the Lieutenant Governor in Council as eligible employees for the purposes of The Teachers' Pensions Act, the Society shall pay to the Teachers' Retirement Allowances Fund Board each year any amount required to be paid by the Society as employer in respect of each eligible employee in that year under The Teachers' Pensions Act.
- (b) Those employees not designated by the Lieutenant Governor in Council as eligible employees for the purposes of The Teachers' Pension Act shall be covered by the Manitoba Teachers' Society Staff Pension Plan. The employer and the association agree that the staff Pension plan will be administered by the trustees of the Pension Plan. The trustees of the plan shall have the 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.

15.02 *Retirement Allowance*

- (a) The Society shall provide a retirement allowance to members who retire subject to the following conditions:
 - (i) the member has been employed by the Society for at least ten (10) years
 - (ii) the member is at least 55 years of age and not at or beyond their 61st birthday on the date of retirement

- (iii) the amount of payment will be based on age and years of service at the date of retirement.
- (b) The calculation of the retirement allowance shall be based on a combination of the age and years of service of the member as follows:
 - (i)

<u>Age</u>	<u>Percentage of Salary</u>
55	75%
56	70%
57	65%
58	60%
59	50%
60	40%
 - (ii) Long Service Benefit

10 – 19 years of service	15%
20 – 29 years of service	25%
30 or more years of service	35%
- (c) The total of the allowance shall be paid to members in five equal installments, the first to be paid on January 1 of the calendar year immediately following the date of retirement with subsequent installments paid on January 1 of the next four years.
- (d) The date of retirement (last day of employment) is the last date for which the Society pays salary.

ARTICLE 16: POSTING AND SELECTION

- 16.01 Within one week, the Society shall notify the Association of any resignation or dismissal of a member.
- 16.02 Unless the Society notifies the Association otherwise, the Society will post all vacancies within two weeks of a vacancy occurring.
- 16.03 When a position that the Society intends to fill is created or becomes vacant, a posting shall be issued for a period of at least five working days naming the position and indicating the job description and minimum qualifications required.
- 16.04 Members who apply for a posting shall be granted an interview.
- 16.05 No outside advertising of any position within the bargaining unit shall be placed until internal applicants interviewed have been notified of the disposition of their application.
- 16.06 Management shall, upon request, grant a post-selection interview to unsuccessful candidates.

ARTICLE 17: ADMINISTRATIVE STAFF EVALUATION

For the purposes of this article, members of this collective agreement assigned to work for the Disability Benefits Plan will be evaluated by the Disability Benefits Plan Chief Operating Officer.

17.01 *Premise*

While evaluation must focus on growth, it must also deal with accountability, with one's ability to do the job in relation to the legitimate expectations of the Society.

17.02 *Goals*

Evaluation is a cooperative and collaborative function intended to enhance individual leadership and administrative skills, improve organizational effectiveness, address one's ability to do the job in relation to legitimate expectations of the Society and to develop a record of member performance.

17.03 *First Year of Employment*

The following shall occur during the first year of employment with the Society:

1. The member shall be provided with a job description.
2. The member shall be provided with a formative evaluation report by the end of the first year of employment. This report shall be developed by a member of the Management Team resulting from observations, self-assessment and records collected by the Management Team member.

17.04 *Annual Review*

The purpose of a professional portfolio is to document personal professional growth. The portfolio is not to be used for evaluative purposes. The member shall maintain a professional portfolio consisting of:

1. goals from the past year and for the upcoming year;
2. artifacts from activities;
3. records of professional development;
4. any other documentation chosen by the member.

A member of the Management Team shall meet with each member on an annual basis to:

1. review the goals and activities of the past year;
2. confirm the member's professional goals for the upcoming year.

17.05 *Summative Evaluation*

1. (a) A summative evaluation process may be initiated by either the member or the Society.
(b) The evaluation shall be based on the job description and/or responsibilities of the member.
(c) The evaluator and member shall meet to discuss the areas to be evaluated.
(d) The evaluation shall be completed in less than one year.

- (e) The evaluation shall involve a minimum of three conferences/meetings with a member of the Management Team.
- 2. The evaluation shall be positive and constructive in order to encourage effective growth. The process shall reflect the goals and may include:
 - (a) review of skills and the abilities and attitudes related to the job description and/or responsibilities;
 - (b) assessment of the degree to which the individual member's skills, abilities and attitudes reflect organizational expectations;
 - (c) review of individual initiatives and choices;
 - (d) development and implementation of a plan of action to enhance some or all of the skills, abilities and attitudes in order to improve the performance of the member; and
 - (e) assessment of the effectiveness of the plan of action and the identification of the development or growth resulting from the activities.

17.06 Procedure for a Member in Need of Assistance

- 1. A member who is in need of assistance as a result of difficulties identified in the evaluation process shall be required to participate in the procedures outlined in this section. The member will be advised that he/she is at risk and advised of possible outcomes:

Continuation in current position
Reassignment
Termination of employment.

The Management Team member or the member concerned may seek the assistance of additional resources. This procedure will occur within a twelve (12) month period.

- 2. Procedures
 - (a) The first meeting of the Management Team member and the member in need of assistance will include the following:
 - i) review of areas needing improvement
 - ii) specific weaknesses identified
 - iii) specific recommendations for improvement identified
 - iv) means of assistance such as peer assistance, outside resource persons, or counselling identified
 - v) process for evaluation determined, including:
 - a) ways of evaluating;
 - b) number of observations (minimum specified);
 - c) process for continuous feedback (at least monthly);
 - d) feedback to be received in writing;
 - e) timelines for improvement (minimum of six months).
 - (b) The final meeting of the member of the Management Team and the member will include the following:
 - i) review of process;
 - ii) discussion of the evaluation summary;
 - iii) discussion of recommendations.



(c) A copy of the evaluation summary report shall be provided to the member.

17.07 Appeals

A member shall have the right to appeal an evaluation as follows:

1. The member shall advise the evaluator of the wish to appeal within ten (10) working days of receipt of the evaluation.
2. Upon receipt of notification of appeal, the evaluator shall convene a meeting within a further ten (10) days (July and August may be excluded). The meeting shall include the evaluator and the member. Both parties shall name another person to attend this meeting.
3. The purpose of this meeting shall be to review the evaluation and attempt to resolve the differences.

ARTICLE 18: PERSONNEL FILES

1. Member personnel files will contain:
 - (a) personal information: name, birthdate, social insurance number, telephone number, emergency contact information.
 - (b) information pertinent to employment application: resume, academic documentation, testing documentation, confirmation letter, salary information, tax and benefits information, job posting or advertisement.
 - (c) information pertaining to employment history with the Society.
 - (d) performance evaluation reports acknowledged by signatures of the member and the evaluator.
2. Notwithstanding 1. above, the member shall be provided with copies of any document(s) to be added to the file.
3. Confidentiality and Access:
 - (a) Society access to personnel files is limited to the Management Team and the Human Resources Administrator.
 - (b) A member shall have access to her/his personnel file and may request a copy of any item in the file.
 - (c) All personnel files will be kept in a locked cabinet.

ARTICLE 19: LAYOFF AND RECALL PROCEDURES

- 19.01 If Administrative Staff reductions occur, seniority accumulated with the Society will be the consideration in filling the remaining positions, subject to the individual's training, qualifications and/or experience.
- 19.02 The Society shall give 90 days written notice of the intent to layoff.
- 19.03 When an Administrative Staff position in the Society becomes available, the Society shall first recall the employee who has the most seniority of those laid off pursuant to the layoff and recall provision of this Article, providing the employee possesses the necessary training, qualifications and/or experience.

19.04 An employee's right of recall under this article is lost if:

- i) the employee refuses an offer of a position of equal or greater percentage of time for which he/she has the necessary training, qualifications and/or experience. If necessary, an appropriate time provision shall be made for disengagement from another employment;
- ii) thirty months from the time of the layoff have elapsed and the employee has not been recalled;
- iii) the employee accepts a severance package.

ARTICLE 20: HARASSMENT

20.01 The Society and the Association recognize the right of all members to work in an environment free from sexual or any other type of harassment and to be treated fairly in the workplace. The Society, 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 member.

20.02 For the purpose 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.

20.03 For the purposes of this collective agreement, "other types of harassment" means behavior which intimidates, threatens or harries a member in such a way as to deny the member her/his dignity and respect, and cause offense, embarrassment or humiliation.

20.04 Any member who believes that she/he has been subjected to harassment as defined above may consult with an Executive Member of the Association for advice and direction, without naming the alleged offender. The complainant shall then deal directly with the alleged offender, with or without a third party present.

20.05 (a) If the matter is not successfully resolved at this level, the complainant and/or the alleged offender may report these concerns in writing to the General Secretary and to the Association.

(b) If the General Secretary is in a position of potential conflict of interest the Assistant General Secretary will assume the responsibilities of the General Secretary for the purposes of this article of the Collective Agreement.

20.06 Upon receipt of a written concern, an Investigative Panel shall be established.

20.07 The Investigative Panel will consist of an equal number from the Management Team and from the Association. The actual composition of the Panel will be determined by the parties on a case by case basis.

20.08 The Investigative Panel will begin the joint investigation within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) working days after the lodging of the written complaint.

- 20.09 The Investigative Panel shall interview witnesses to the alleged harassment.
- 20.10 Both the complainant and the alleged offender shall be informed of the results of the investigation and recommendations for action, if any, within twenty (20) working days of receipt of the written complaint.
- 20.11 The report of the Investigative Panel shall be retained by the General Secretary in a confidential file for the duration of the employment of the complainant and the alleged offender.
- 20.12 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.
- 20.13 Complaints that are proven to have been made for frivolous or vindictive reasons may be subject to disciplinary action.

ARTICLE 21: COMPLAINTS

- 21.01 Any complaint regarding the performance and/or professional conduct of a member shall follow the principles of fundamental justice.
- 21.02 Complaints regarding the performance and/or professional conduct of a member shall be considered only if the event giving rise to the complaint occurred within twelve (12) months prior to the date of receipt of the complaint. Following consultation with the member, the General Secretary may extend the twelve (12) month limit if circumstances warrant doing so. The extension may not exceed thirty-six (36) months.
- 21.03 The complaint shall be submitted to the General Secretary in writing.
- 21.04 The member shall be provided with a copy of the complaint immediately upon receipt by the General Secretary.
- 21.05 (a) Any person or group of persons with a complaint regarding the performance and/or the professional conduct of a member shall be encouraged by the General Secretary to discuss the matter with the member involved. If the complainant does not speak directly with the member, an attempt will be made to have a facilitated discussion between the complainant and the member.
- (b) If the matter is not resolved to the complainant's or the member's satisfaction, the General Secretary shall offer the assistance of a mediator.
- (c) When the complaint is resolved in (a) or (b) the disposition shall be as agreed to by the parties.
- (d) If the matter is not resolved to the satisfaction of the complainant or the member, the General Secretary shall interview both the complainant and the member, collect relevant information and make a determination of the facts.
- (e) The General Secretary shall:
i) dismiss the complaint; or

- ii) take such disciplinary action against the member as is reasonable and just under the circumstances.
- 21.06 The complainant and the member shall be provided with a copy of the report of the General Secretary.
- 21.07 Documentation supporting the decision shall be provided to the member involved. This documentation will be placed in a sealed envelope in the member's personnel file.
- 21.08 The complainant and/or the member may appeal the decision of the General Secretary and the recommended resolution to the Provincial Executive.
- 21.09 The above procedures shall be implemented in such a manner as to resolve the complaint in a reasonable period of time.
- 21.10 If the General Secretary is in a conflict of interest, the complainant shall be referred to the Assistant General Secretary, who will act in the place of the General Secretary.

ARTICLE 22: TERMINATION OF EMPLOYMENT

22.01 *Method of Terminating Employment*

The employment of a member of the Association may be terminated in one of the following ways:

- (a) by a staff officer, upon giving three clear months' written notice; or
- (b) by an administrative staff member, other than a staff officer, upon giving one month's written notice; or
- (c) by the Society for just cause by giving three clear months' written notice or payment of salary for three months in lieu of notice for a staff officer, or by giving one month's written notice or payment of salary for one month in lieu of notice for an administrative staff member, other than a staff officer; or
- (d) by mutual agreement between the Society and the member of the Association.

22.02 *Appeal Against Dismissal*

In the event the Society terminates the employment of a member of the Association as outlined in (b) above, the member of the Association concerned shall receive, with the notice of termination, the reason for termination. A copy of the notice shall be provided to the Association. The Association may, within fifteen (15) days after receipt of the notice, grieve the termination by giving written notice to the Society pursuant to the Article on Settlement of Disputes.

22.03 **Service Gratuity**

A member leaving the employ of the Society and not eligible for the retirement allowance shall be paid a service gratuity based on their annual salary and continuous years of service as follows:

Years of Service	Percentage of Salary	Years of Service	Percentage of Salary
1	1%	14	16%
2	2%	15	17%
3	3%	16	18%
4	4%	17	19%
5	5%	18	20%
6	6%	19	21%
7	7%	20	25%
8	8%	21	26%
9	9%	22	27%
10	12%	23	28%
11	13%	24	29%
12	14%	25+	30%
13	15%		

ARTICLE 23: SETTLEMENT OF DISPUTES

23.01 ***Disputes Arising out of Proposals to Terminate or Amend this Agreement***

Should one party or the other give proper notice to terminate or amend this agreement as provided for in the article re: Effective Period and should the parties fail to agree on a new or amended agreement, then the following method of resolving the dispute shall apply:

- (a) Either party may give notice in writing to the other that it wishes to have the dispute mediated and the dispute shall be submitted to mediation.
- (b) Within two weeks of the giving of notice set out in (a), the parties shall meet to select a person to mediate the dispute.
- (c) If the parties fail to agree on a person to mediate the dispute, the Labour Relations Board shall be requested to name a person to mediate.
- (d) Should mediation be unsuccessful the parties shall meet to negotiate an agreement based upon possible modifications of the mediator's recommended settlement.

- (e) Should the parties fail to reach agreement either party may give notice in writing to the other that it wishes to have the dispute arbitrated and the matter shall be referred to arbitration.
- (f) Within two weeks of the giving of notice as set out in (e), the parties shall meet to select a person to arbitrate the dispute.
- (g) Should the parties fail to agree on an arbitrator, either party may appeal to the Labour Relations Board to name an arbitrator.
- (h) The arbitrator named under either (f) or (g), shall hear arguments from the parties on the matters under dispute and the decision of the arbitrator on the matters under dispute shall be binding upon the parties. At the request of either of the parties, the settlement as recommended by the mediator shall be presented as evidence before the arbitrator.
- (i) The fee of the mediator and the arbitrator shall be borne equally by the Society and the Association. The parties shall pay their own costs in the arbitration proceedings.

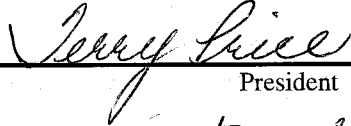
23.02 *Dispute Arising out of the Application of this Agreement*

Should a dispute arise out of the interpretation or application of this agreement, the following will occur:

- (a) Within thirty days of becoming aware of the matter giving rise to the dispute, the affected party shall give notice to the other of the existence of the dispute.
- (b) The dispute will be referred to the Joint Personnel Committee for study and recommendation to the Society and the Association.
- (c) If the dispute is not resolved in the application of .02 (b) then the dispute may be arbitrated at the request of either the Society or the Association in the manner prescribed in .01 for settling disputes arising out of the proposals to terminate or amend this agreement. Upon request of either party to the dispute, the arbitrator shall be made aware of the recommendation(s) of the Joint Personnel Committee.

DATED at Winnipeg, Manitoba, this 17 day of December, 2008.

Signed and agreed on behalf of
the Administrative Staff Association



President

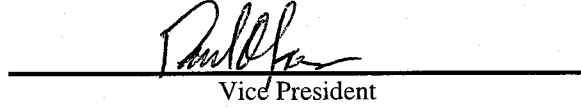


Secretary

Signed and agreed on behalf of
the Manitoba Teachers' Society



President



Vice President

LETTER OF UNDERSTANDING

This memorandum of understanding is to be attached to and forming part of the collective agreement between the Manitoba Teachers' Society and the Administrative Staff Association, negotiated September 1, 2006 to August 31, 2009.

It is agreed:

That the individual currently in the Public Relations Facilitator position, who was formerly the Communication Staff Officer until September 1, 2005 be red circled at the class (a) salary schedule level, including all negotiated raises and increases, for the duration of employment with the Society.

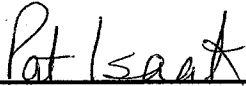
Dated at Winnipeg, Manitoba, this _____ day of _____, 2008.

Signed and agreed on behalf of
the Administrative Staff Association

Signed and agreed on behalf of
the Manitoba Teachers' Society



President



President



Secretary



Vice President

Letter of Understanding

Attached to and forming part of the Collective Agreement between the Manitoba Teachers' Society and the Administrative Staff Association pursuant to the negotiation of the September 1st, 2006 – August 31st, 2009 Collective Agreement.

RE: Application of **ARTICLE 11: VACATIONS**

To clarify the intent of the parties with respect to the application of *Article 11: VACATIONS*, the parties have agreed to the statements outlined below:

ARTICLE 11: VACATIONS

1. The calculation of banked vacation time accumulated up to and including December 31, 2004 shall include the period of September 1st, 2004 to December 31st, 2004 which equals *four-twelfth (4/12th)* of *thirty-two (32)* days. This shall be calculated as *eleven (11)* days.
2. The September 1st, 2000 – August 31st, 2003 Collective Agreement included *Article 11.01(b)* which stated: "In each of the tenth, twentieth, thirtieth and fortieth years of employment, Administrative Staff members shall be entitled to one additional month (22 working days) of paid vacation in addition to the entitlement in (a) above. The member concerned may postpone the taking of the additional month of vacation to any year or years following the year of entitlement." This provision shall apply until December 31st, 2004. The unused portion of the *ten (10)* year period for each member shall be added to the members accumulated vacation time as follows: *In accordance with the previous application of this article, if a member is, for example, in his/her eighth year of service, under the above provision the member shall have eight-tenths (8/10th) of twenty-two (22) working days added to his/her accumulated vacation days. The calculation shall be rounded to the nearest whole number i.e. the seventeen and sixth-tenth (17.6) days in the above example shall be credited as eighteen (18) days.*
3. The Society will provide each member with a statement of the banked vacation time accumulated up to and including December 31st, 2004. The member will review the calculation and will confirm the accuracy of the statement within *thirty (30)* working days of the receipt of the statement.

DATED at Winnipeg, Manitoba, this 16 day of December, 2008.

Signed and agreed on behalf of
The Manitoba Teachers' Society

Pat Isaak
President

Paul [Signature]
Vice-President

Signed and agreed on behalf of
The Administrative Staff Association

Jerry Price
President

UNA K
Secretary

