

COLLECTIVE AGREEMENT

BETWEEN

THE MANITOBA TEACHERS' SOCIETY

and

THE GENERAL TEAMSTERS
LOCAL UNION NO. 979

(Administrative Staff)

September 1st, 2018 – August 31st, 2022

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TEAMSTERS COLLECTIVE AGREEMENT

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ARTICLE 1: DEFINITIONS

- 1.01 For the purposes of this agreement the Analysts, the Case Managers, the DBP/ EAP Administrator, the Information Technology Administrator, the Public Affairs Facilitator, the Staff Officers, the Public Relations Facilitator, the EAP Counsellors, the Website Manager and Editor, **the Facilities Manager** and all other positions covered by this collective agreement shall hereinafter be collectively referred to as "the 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".
- 1.02 For the purposes of this agreement, the General Teamsters Local Union No. 979 shall be hereinafter referred to as "the Union".

ARTICLE 2: RECOGNITION

- 2.01 The Society recognizes the Union as the exclusive bargaining agent for all Administrative Staff employed by the Society.
- 2.02 The Union recognizes the right of the Society to manage, direct and control the affairs of the Manitoba Teachers' Society in a manner consistent with the Collective Agreement as a whole.
- 2.03 All employees covered by this Agreement shall become members of the Union, shall maintain membership in good standing as a condition of employment, and shall pay dues as determined by the Union. New employees will complete and sign an application for membership on the first day of employment and this information will be forwarded to the Union office.
- 2.04 The Employer shall forward to the Union the amount of dues deducted under Article 2.03 on a monthly basis to the Union Secretary-Treasurer.
- 2.05 The Employer shall provide the Union on a monthly basis the names of the employees from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 2.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 2.07 Dues deducted shall be entered on the employee's T4 slips.
- 2.08 The Employer agrees to deduct other assessed charges, including initiation fees, as levied by the Union and so indicated on the monthly check-off list as provided by the Union to the Employer.

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 Union and to establish a salary schedule and other conditions of employment governing the employment of the Administrative Staff.
- 3.02 All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 3.03 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.
- 3.04 The union agrees that the employees shall be accountable to the employer in relation to the legitimate expectations of the Employer.

ARTICLE 4: RIGHT TO CONSULTATION

- 4.01(a) The Society shall provide to the Union 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 Union to discuss such change.
- (b) The Union shall be given reasonable timelines for this consultation and in any event, the minimum time allowed for consultation will be sixty (60) calendar days.
- (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 Union to name at least two representatives to any future committee mandated to address service delivery and staffing models.
- 4.03 Staff performance reviews shall not be used in any review involving service delivery staffing models.

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ARTICLE 5: LIAISON COMMITTEE

The Liaison Committee will consist of two (2) members of the Union (which shall include the Union Business Agent) and two (2) members of the Provincial Executive. This committee shall study and make recommendations on any organizational issue of concern to either party.

ARTICLE 6: UNION STEWARDS AND BULLETIN BOARD

- 6.01 The Union shall elect and the Employer shall recognize two (2) Union Stewards who shall be employees of the Employer with at least one (1) year of service to represent employees. Where no Steward has been elected, the Union shall appoint. When both Stewards are absent or unavailable, employees may choose another employee to assist them in the Stewards' place or request a Union Business Agent be brought in to assist the employee. In normal circumstances, both the Employer and the Union recognize that only one Shop Steward shall be present to assist the employee.
- 6.02 The Union agrees to provide the Employer with a list of Stewards and any subsequent changes.
- 6.03 Where a Steward investigates a grievance or is called upon by the Employer to act in their capacity as a Union Steward, they shall suffer no loss of pay or benefits.
- 6.04 Prior to commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested attendance at negotiations for such employees shall not be unreasonably denied.
- 6.05 Leave of absence with pay to attend to Union business may be granted to employees where operationally feasible. Such leave shall not be unreasonably denied.
- 6.06 Management will arrange for a Union Representative/Steward to meet with newly hired employees for up to thirty (30) minutes during working hours. The time provided will take into consideration operational requirements.
- 6.07 The Employer agrees to allow the Union use of bulletin board space in each staff room for the purpose of posting official Union information relating to business affairs.

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ARTICLE 7: EFFECTIVE PERIOD

This agreement shall come into force and take effect on the first day of September, **2018** and shall remain in force until August 31, **2022** 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 Union.

ARTICLE 8: WORK WEEK

8.01 Normal workweek 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 as approved by the Department Head or the General Secretary or the Assistant General Secretary, 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 two (2) weeks. 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 workweeks on a schedule to accommodate the Monday to Friday operation of the Society.

ARTICLE 9: SALARIES

9.01 Salary Schedules

Staff Officers and the DBP/EAP Administrator shall be paid according to the following scale in the appropriate year:

	1.50%	1.50%	2.00%	2.00%	2.00%
Years of Experience	Effective Sep 1/18	Effective Jan 1/19	Effective Sep 1/19	Effective Sep 1/20	Effective Sep 1/21
0	125,052	126,928	129,466	132,056	134,697
1	131,879	133,857	136,534	139,265	142,050
2	138,702	140,782	143,598	146,470	149,399
3	145,531	147,714	150,668	153,681	156,755
4	152,371	154,656	157,749	160,904	164,123
5	159,192	161,579	164,811	168,107	171,469

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EAP Counsellors shall be paid according to the following scale in the appropriate year:

	1.50%	1.50%	2.00%	2.00%	2.00%
Years of Experience	Effective Sep 1/18	Effective Jan 1/19	Effective Sep 1/19	Effective Sep 1/20	Effective Sep 1/21
0	120,058	121,859	124,296	126,782	129,318
1	126,885	128,788	131,364	133,991	136,671
2	133,708	135,714	138,428	141,196	144,020
3	140,537	142,645	145,498	148,408	151,376
4	147,377	149,588	152,579	155,631	158,744
5	154,198	156,511	159,641	162,834	166,090

The Analysts, 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.

	1.50%	1.50%	2.00%	2.00%	2.00%
Years of Experience	Effective Sep 1/18	Effective Jan 1/19	Effective Sep 1/19	Effective Sep 1/20	Effective Sep 1/21
0	104,604	106,173	108,296	110,462	112,672
1	108,803	110,435	112,644	114,897	117,194
2	112,736	114,427	116,716	119,050	121,431
3	116,805	118,557	120,928	123,347	125,814
4	120,874	122,687	125,141	127,644	130,197
5	124,943	126,818	129,354	131,941	134,580

Case Managers, the Information Technology Administrator **and the Facilities Manager** shall be paid according to the following scale in the appropriate year:

	1.50%	1.50%	2.00%	2.00%	2.00%
Years of Experience	Effective Sep 1/18	Effective Jan 1/19	Effective Sep 1/19	Effective Sep 1/20	Effective Sep 1/21
0	99,696	101,192	103,216	105,280	107,386
1	103,398	104,949	107,048	109,189	111,373
2	106,966	108,570	110,742	112,957	115,216
3	110,604	112,263	114,508	116,798	119,134
4	114,242	115,956	118,275	120,641	123,053
5	117,877	119,645	122,038	124,479	126,968

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9.02 Department Heads

- (a) Department Heads shall be appointed in Professional and French Language Services, Teacher Welfare, Communications/Publications, DBP/EAP and other departments as deemed necessary by the General Secretary.
- (b) Where appointed, such Department Heads shall receive an annual allowance of:

1.5%	1.5%	2%	2%	2%
Effective Sep 1/18	Effective Jan 1/19	Effective Sep 1/19	Effective Sep 1/20	Effective Sep 1/21
\$8,927	\$9,061	\$9,242	\$9,427	\$9,615

9.03 Payment of Salaries

- (a) All members of the Union 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.
- (c) When a member is promoted to a position with a higher salary grid, he or she shall move to the next highest salary step on the new grid.

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 and 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. For the year ending December 2016, the interest rate used will be as at the date of signing.

ARTICLE 10: REIMBURSEMENT FOR BUSINESS TRAVEL

Administrative staff shall be paid the same rate as Society members per kilometre for business travel.

The parties agree that any member covered by this Collective Agreement either attending or presenting at any approved conference, seminar or event shall be provided with single occupancy accommodation, and where possible, in the hotel where the conference, seminar or event is being held.

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. Vacations shall be taken in a manner that shall not impact the Society's ability to provide service to its membership.
- (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

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discretion of the General Secretary. The General Secretary will exercise discretion reasonably, fairly and in good faith.

- (c) When, during a vacation period of three (3) days or more, 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

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- (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 shall not be entitled to access professional development funding while utilizing vacation days under this provision. 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 (a) Sick Leave

An Administrative Staff member upon commencing employment shall be entitled to eighty (80) working days of sick leave at full salary. **The parties agree that the member may use sick leave in either a whole or half (1/2) days.**

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.

The member's sick leave entitlement shall be reported in conjunction with the reporting of their vacation entitlement annually.

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(b) Family Leave

Employees shall be entitled to use up to **12** days of accumulated sick leave per calendar year for emergent medical issues that require the employee's attention and that pertain to his/her spouse/partner, children and/or parents. Such leave is non-cumulative from one year to the next year.

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12.02 Sabbatical Leave

The Society has sole discretion 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 Union 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 Jun 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.

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- (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 Union 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 Union.

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- (c) The "Committee" referred to in the Master Agreement under Article 1: Definitions, shall be composed of two representatives of the Society and two representatives of the Union.
- (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 Union within seven years of first entering the plan subject to 4.4 and 4.5 of the Master Agreement between the Society and the Union.
- (f) The provisions in the Group Insurance article shall apply to any member of the Union 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 Union shall be the signing officers for the Union covered by the Deferred Salary Leave Plan.

12.04 Short Term Leave

The Society has sole discretion 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.

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- (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 Union 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 Union 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.

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- (f) Nothing in the foregoing shall reduce the rights of a member of the Union for maternity leave as outlined for those covered by the Employment Standards Act.
- (g) A member of the Union 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 Union 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 Union and the Society to their mutual satisfaction.
- (c) The Society shall provide the member of the Union 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 Union will be reinstated in the position occupied by her/him at the time such leave commenced or a comparable position without less than the same salary and benefits.
- (f) A member of the Union 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

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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 Union 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 Union and the Society to their mutual satisfaction.

(c) The Society shall provide the member of the Union 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 Union 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 Union 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.

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- (h) Every member of the Union 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 Union 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, sister-in-law, niece, nephew, aunt and uncle.

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.

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12.11 General Provision

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

12.12: RELIGIOUS HOLY LEAVE

A member shall be given a leave of absence up to a maximum of five (5) days per fiscal year without loss of pay for major religious holy days observed by the member and designated as a day of obligation by the member's religion.

Members shall not absent themselves from duty for reasons of religious holy days without first securing permission from the employer. All requests for such approval shall be made to the General Secretary or designate. No deduction from salary shall be made when members are absent for observance of religious holy days, up to a maximum of five (5) days per year.

(a) When members are absent for observation of religious holy days in excess of five (5) days per year, a member may receive regular salary at the discretion of the General Secretary.

(b) Members requiring religious holy leaves shall provide a minimum of thirty (30) days notice or such lesser time at the discretion of the General Secretary or their designate.

ARTICLE 13: PROFESSIONAL DEVELOPMENT

13.01 The Society and the Union recognize the need, responsibility and right of Union members to access professional development opportunities. Where the Society provides time and funding, it may require participation of members of the Union. Union members recognize their responsibility to engage in professional development activities in order to promote individual professional growth and to enhance service to the Society. Use of professional development monies will be pre-approved by the General Secretary or designate.

13.02 Effective September 1st, 2018, the Society shall provide **an allocation as follows**, 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.

1.5%	1.5%	2%	2%	2%
Effective Sep 1/18	Effective Jan 1/19	Effective Sep 1/19	Effective Sep 1/20	Effective Sep 1/21
\$4,771	\$4,842	\$4,939	\$5,038	\$5,138

- 13.03 (a) Effective September 1, 2014, the Society shall provide an allocation **as follows**, 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. Professional Development funds may be utilized for payment of professional dues/fees. 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.

1.5%	1.5%	2%	2%	2%
Effective Sep 1/18	Effective Jan 1/19	Effective Sep 1/19	Effective Sep 1/20	Effective Sep 1/21
\$8,323	\$8,448	\$8,617	\$8,789	\$8,965

- (b) Union members leaving the employment of the Society within twelve (12) months may have their professional development allocation adjusted to one third. Union members leaving the employment of the Society within twenty-four (24) months may have their allocation adjusted to two-thirds at the discretion of the Employer.
- (c) Subject to notification by the employee of when and where PD funds will be used, the General Secretary shall approve a carryover of up to four (4) months, subject to the criteria outlined in 13.03(a) above.

ARTICLE 14: INDEMNIFICATION

MTS shall defend any claims against an employee in respect of acts or omissions performed in his/her capacity as a staff member, and shall indemnify the employee in respect of any claim for damages arising from the performance of duties as employees of the Society provided that the employee:

- a) acted honestly and in good faith with a view to the best interest of the Society
- b) had reasonable grounds for believing his or her conduct was lawful and within the scope of his/her authority;
- c) acted without gross negligence.

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ARTICLE 15: BENEFITS

15.01 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.

15.02 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.

15.03 Accident Insurance

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

15.04 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).

15.05 Employee Assistance Program

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

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15.06: HEALTH SPENDING ACCOUNT

The parties will develop a Memorandum of Understanding on the process, planning and implementation of a Health Spending Account administered by a third (3rd) party service provider (insurer/broker) consistent with Canada Revenue Agency guidelines for health spending accounts. This committee will consist of two (2) Teamsters representatives and (2) Employer representatives and will complete their work no later than January 3rd, 2022.

It has been agreed by both parties that the devised agreement of a health spending account will take effect on August 31st, 2022 with \$1,000 being credited every fiscal year for each member in the bargaining unit.

Any money remaining in the member's health spending account at August 31st will be carried forward. If this carried forward amount is not claimed in the following year, the carried forward amount will be lost.

ARTICLE 16: RETIREMENT

16.01 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 the 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 union 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.

16.02 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 | 75% |
| | 57 | 70% |
| | 58 | 65% |
| | 59 | 55% |
| | 60 | 50% |
- (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 instalments, the first to be paid on January 1 of the calendar year immediately following the date of retirement with subsequent instalments 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 17: POSTING AND SELECTION

- 17.01 Within one week, the Society shall notify the Union of any vacant position.
- 17.02 Unless the Society notifies the Union otherwise, the Society will post all vacancies within two weeks of a vacancy occurring.
- 17.03 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

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position and indicating the job description and minimum qualifications required.

- 17.04 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.
- 17.05 Management shall upon request, grant a post-selection interview to unsuccessful candidates.

ARTICLE 18: ADMINISTRATIVE STAFF PERFORMANCE REVIEW

The General Secretary or designate, shall conduct all performance reviews of staff covered by this Collective Agreement.

All first (1st) year performance reviews will be done by the General Secretary or Assistant General Secretary. Performance Reviews thereafter will be the responsibility of the Department Head.

18.01 Premise

While performance review 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.

18.02 Goals

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

18.03 Performance Review

1. (a) Every member shall undergo a performance review in their first year of employment and then every third year thereafter.
- (b) A performance review process may be initiated at any other time by either the member or the Society.
- (c) The performance review shall be based on the job description and/or responsibilities of the member.

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- (d) The Department Head and member shall meet to discuss the areas to be reviewed.
 - (e) The performance review shall be completed in less than one year unless mutually agreed by the member and the Society.
 - (f) The performance review shall involve a minimum of three conferences/ meetings with the Department Head.
2. The performance review shall be conducted in a 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.

18.04 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 performance review process shall be required to participate in the procedures outlined in this section. The General Secretary or Assistant General Secretary will inform the member that he/she is at risk and advised of possible outcomes:

Continuation in current position
Reassignment
Termination of employment.

The evaluator or the member concerned may seek the assistance of additional resources. This procedure will occur within a twelve (12) month period. The member shall at this time be advised that union representation may be required.

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2. Procedures

- (a) The first meeting of the General Secretary or the Assistant General Secretary 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 performance review 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 General Secretary or the Assistant General Secretary and the member will include the following:
 - i) review of process;
 - ii) discussion of the performance review summary;
 - iii) discussion of recommendations.
- (c) A copy of the performance review summary report shall be provided to the member and a copy placed in their personnel file.

18.05 Appeals

A member shall have the right to appeal a performance review as follows:

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

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4. If no resolution is achieved, the grievance procedure in Article 23.02 of this collective agreement shall apply.

ARTICLE 19: PERSONNEL FILES

19.01 Member personnel files will contain:

- (a) personal information: name, birth date, 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.

19.02 Notwithstanding 18.01 above, the member shall be provided with copies of any document(s) to be added to the file.

19.03 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 20: SENIORITY: LAYOFF, RECALL AND VACATION PROCEDURES

20.01 "Seniority" is defined as "continuous service" since an employee's last date of hire to a position within the bargaining unit.

20.02 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.

20.03 The Society shall give 90 days' written notice of the intent to layoff.

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- 20.04 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.
- 20.05 Should a dispute arise with respect to vacation scheduling and consensus cannot be reached for the resolution of the dispute, the dispute will be resolved by the application of seniority.
- 20.06 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.
- 20.07 In the case of lay-off, the employer will retain the most qualified employee provided that if two or more employees are relatively equal, the more senior employee will be retained.
- 20.08 Management shall retain the right to assign work provided said assignments are fair, reasonable, and consistent with the collective agreement as a whole.
- 20.09 An employee will lose all seniority when the employee leaves employment through:
- i) resignation
 - ii) retirement
 - iii) dismissal and not reinstated
 - iv) permanent lay-off
 - v) promotion to an out-of-scope position of 2 years or longer
- 20.10 The Seniority list will be prepared by January 31st of each year by the Employer with a copy forwarded to the Union.

ARTICLE 21: HARASSMENT

- 21.01 No Discrimination - The Employer and the Union agree that there shall be no discrimination against any employee(s) in any manner whatsoever because of ancestry, including colour and perceived race; nationality or national origin; ethnic background or origin; religion; age; sex; gender identity; sexual

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orientation; marital or family status; source of income; political belief, association or activity; physical or mental disability; social disadvantage; or any other characteristic as found in *The Human Rights Code* of Manitoba.

- 21.02 No Harassment - The Employer and the Union agree that harassment as defined in *The Workplace Safety and Health Act* and *The Human Rights Code* of Manitoba will not be tolerated in the workplace.
- 21.03 The Employer shall process harassment complaints in accordance with its Policy. Any complaints not resolved under the Policy to the satisfaction of the complainant may be processed through the grievance procedure.

ARTICLE 22: COMPLAINTS

- 22.01 Any complaint regarding the performance and/or professional conduct of a member shall follow the principles of fundamental justice.
- 22.02 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.
- 22.03 The complaint shall be submitted to the General Secretary in writing.
- 22.04 The member shall be provided with a copy of the complaint immediately upon receipt by the General Secretary.
- 22.05 (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

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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.

22.06 The complainant and the member shall be provided with a copy of the report of the General Secretary.

22.07 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.

22.08 The complainant and/or the member may appeal the decision of the General Secretary and the recommended resolution to the Provincial Executive.

22.09 The above procedures shall be implemented in such a manner as to resolve the complaint in a reasonable period of time.

22.10 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 23: TERMINATION OF EMPLOYMENT

23.01 Method of Terminating Employment

The employment of a member of the Union 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 Union.

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23.02 Appeal against Dismissal

In the event the Society terminates the employment of a member of the union as outlined in (b) above, the member of the Union concerned shall receive, with the notice of termination, the reason for termination. A copy of the notice shall be provided to the Union. The Union 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.

23.03 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 24: SETTLEMENT OF DISPUTES

24.01 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.

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- (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 Union. The parties shall pay their own costs in the arbitration proceedings.

24.02 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 (30) calendar 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) Any dispute which is not settled to the satisfaction of the parties within ten (10) working days from the date of notice of dispute is given shall, upon written request of either party, be submitted to arbitration.
- (d) The parties shall attempt to reach agreement on the selection of an Arbitrator with ten (10) working days of receiving notice to proceed from either party.
- (d) If the parties fail to agree upon any Arbitrator within the applicable time limits, the selection of an Arbitrator may be referred to the Manitoba Labour Board.
- (e) The Arbitrator shall render his/her decision in writing to the Union and the Employer.

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- (f) Time limits referred to above may be extended by mutual agreement of the parties.
- (g) The Arbitrator shall not have the authority to amend, add to, or in any manner change the provisions of this Agreement or any signed Memorandum of Agreement or Letter of Understanding between the parties.
- (h) Each party shall bear the expenses of the Arbitrator equally.
- (i) The decision of the Arbitrator shall be final and binding on all parties.

Dated at Winnipeg, Manitoba, this 26 day of FEBRUARY, 2019.²⁰

Signed and agreed on behalf of the
Teamsters Local Union No. 979

Signed and agreed on behalf of
The Manitoba Teachers' Society


Business Agent


President

Vice-President

LETTER OF UNDERSTANDING
BETWEEN
GENERAL TEAMSTERS LOCAL UNION NO. 979
AND
THE MANITOBA TEACHERS' SOCIETY

This memorandum of understanding is to be attached to and forming part of the collective agreement between The Manitoba Teachers' Society and the General Teamsters Local Union No. 979, negotiated September 1, 2018 to August 31, 2022.

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 9.01(a) salary schedule level, including all negotiated raises and increases, for the duration of employment with the Society.

Dated at Winnipeg, Manitoba, this 26 day of FEBRUARY ²⁰2019.

Signed and agreed on behalf of the
Teamsters Local Union No. 979




Business Agent

Signed and agreed on behalf of
The Manitoba Teachers' Society



President



Vice-President

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LETTER OF INTENT
BETWEEN
GENERAL TEAMSTERS LOCAL UNION NO. 979
AND
THE MANITOBA TEACHERS' SOCIETY

RE: PART-TIME CONDITIONS OF EMPLOYMENT

This Letter of Intent is to be attached to and form part of the collective agreement between The Manitoba Teachers' Society and the General Teamsters Local Union No. 979, negotiated September 1, 2018 to August 31, 2022.


It is agreed that should an employee wish to reduce to a part-time position, The Society and the Union shall meet to discuss.


Dated at Winnipeg, Manitoba, this 26 day of FEBRUARY ²⁰2019.

Signed and agreed on behalf of the
Teamsters Local Union No. 979


Business Agent

Signed and agreed on behalf of
The Manitoba Teachers' Society


President


Vice-President

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LETTER OF UNDERSTANDING
BETWEEN
GENERAL TEAMSTERS LOCAL UNION NO. 979
AND
THE MANITOBA TEACHERS' SOCIETY

Attached to and forming part of the Collective Agreement between the Manitoba Teachers' Society and the Teamsters Local Union No. 979 pursuant to the negotiation of the September 1st, 2018 to August 31st, 2022 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

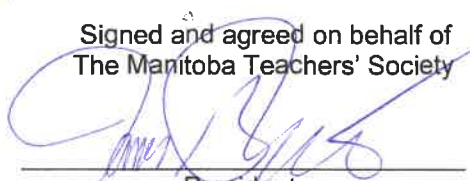
1. The calculation of banked vacation time accumulated up to and including December 31st, 2004 shall include the period of September 1st, 2004 to December 31st, 2004, which equals four-twelfth (4/12th) of thirty-two (32) days. This shall be calculated as eleven (11) days.
2. The September 1st, 2000 to 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 26 day of FEBRUARY 2020.

Signed and agreed on behalf of the
Teamsters Local Union No. 979


Business Agent

Signed and agreed on behalf of
The Manitoba Teachers' Society


President


Vice-President

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