

# **SUPPORT STAFF COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE MANITOBA TEACHERS' SOCIETY**

**(Hereinafter called the "Employer")**

**AND**

**GENERAL TEAMSTERS LOCAL UNION NO. 979**

affiliated with the International Brotherhood of Teamsters,

and Teamsters Canada

**(Hereinafter called the "Union")**

**SEPTEMBER 1, 2021 – AUGUST 31, 2024**

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## **ARTICLE 1: GENERAL PURPOSE**

### **1.1 Relationship**

The purpose of this Agreement is to maintain a harmonious relationship between The Manitoba Teachers' Society and its employees; to define hours of work, rates of pay and conditions of employment; to provide for a method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees.

### **1.2 Management Rights & Administration**

The Union recognizes the right of the Employer to manage, direct and control the affairs of the Society. In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the collective agreement as a whole.

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## **ARTICLE 2: UNION RECOGNITION**

### **2.1 Definition of the Bargaining Unit**

This Agreement shall apply to all employees as defined in Certificate No. MLB-6915 granted by the Manitoba Labour Board, issued on the 26th day of February 2013.

### **2.2 Union Recognition**

The Employer recognizes General Teamsters Local Union 979 as the sole and exclusive collective bargaining agent for all its employees as defined in Certificate No. MLB-6915 granted by the Manitoba Labour Board issued on the 26th day of February 2013 and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters pertaining to this Agreement.

### **2.3 Access Agreement**

Representatives of General Teamsters Local Union 979 or any other advisors of the Union shall have the right to visit the employees' workplace in order to deal with matters arising out of this collective agreement.

### **2.4 Shop Stewards**

The Union will notify the Society in writing of the names of its Shop Stewards and members of the Negotiating Committee within five (5) working days of any changes.

### **2.5 Provision of Information**

The Society will provide the Union with

- (a) a list of employees showing their names, addresses, classifications, and step number on July 1 of each year,
- (b) a list of employees' Seniority in accordance with Articles 7.1 and 7.4,
- (c) notification of hirings, resignations, retirements and deaths as they occur, and
- (d) notification of discharges, suspensions, and written warnings before they occur.

### **2.6 General Membership Meetings**

Subject to the operational requirements of the Society, the Society will permit the Union to hold lunch hour General Membership Meetings on Society premises one (1) time per year and permit employees to adjust their lunch schedules for the purpose of attending. The Union shall bear the responsibility, including financial, to provide coverage at reception.

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## 2.7 Initial Orientation

The Society agrees that a Union representative/Shop Steward will be present during the initial orientation for new and term employees for a period not to exceed one-half hour, to address Union/Management roles and responsibilities.

## 2.8 Right to Representation

An employee covered by this Agreement shall have the right to be accompanied by a Union representative/Shop Steward or bargaining unit members of their choice at any meeting with Management and/or with their supervisor, pertaining to discipline in accordance with Article 21, or organizational change. Management onus prior to the meeting is more clearly defined in Article 21.

## 2.9 Labour Disputes

An employee covered by this Agreement will have the right to refuse to cross a picket line in connection with a labour dispute. Refusal to cross a picket line will not be considered grounds for disciplinary action and will not be deemed a violation of this Agreement. The Society will withhold per diem salary for employees who do not report for work during the course of the picketing.

## 2.10 Union Service Leave of Absence

The Society will grant leave of absence without pay to employees who are appointed or elected to a Provincial or National Union office for up to one (1) year. This period may be renewed at the Society's discretion on request during the term of office. The Employee who obtains this leave of absence shall return to their former position within thirty (30) calendar days after completion of their term of employment with the Union. In the event that the employee's former position no longer exists, an employee shall be entitled to exercise their seniority in accordance with Article 7.6(b). Affected employees shall have the same rights.

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## ARTICLE 3: DEFINITIONS

### 3.1 Regular Employees

- (a) A regular full-time employee is an employee who works full-time hours as defined in Article 9 on a continuing basis.
- (b) A regular part-time employee is an employee who works part-time on a continuing basis.
  - i. The terms of this Agreement shall apply to all part-time employees except as outlined in Article 17.

### 3.2 Term Employee

- (a) A term employee is an employee hired to replace absent, regular, full-time/part-time employees, or for the completion of a specific job for a period of a minimum of three (3) months up to a maximum term of twelve (12) months. The term may exceed twelve (12) months on mutual agreement.
- (b) Term employees shall receive no less than the start rate of the pay grade for the position and shall have Union dues deducted in accordance with Article 5.1. If a term employee becomes a permanent employee, seniority shall commence from the first day of continuous employment. A term employee shall only benefit from this Article, Article 16.5, 16.6, 16.7, Article 20, Article 21, and Article 22 of the Collective Agreement.
- (c) The Employer agrees that it will endeavour to use agency employees as little as possible. When an agency is used, Article 3.2(b) will not apply.

### 3.3 Temporary/Casual Employee

- (a) A temporary/casual employee is an employee hired to replace absent, regular, full-time/part-time employees for the completion of a specific job or project for a period of less than three (3) months.
- (b) Temporary/casual employees shall receive no less than the start rate of the pay grade for the position and shall have Union dues deducted in accordance with Article 5.1. If a temporary/casual employee becomes a permanent employee, seniority shall commence from the first day of continuous employment as a regular part-time or full-time employee. A temporary/casual employee shall only benefit from this Article, Article 21, and Article 22 of this Agreement. Article 22 shall only apply as it relates to this Article and Article 21.
- (c) The Employer agrees that it will endeavour to use agency employees as little as possible. When an agency is used, Article 3.3(b) will not apply.

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## **ARTICLE 4: LABOUR-MANAGEMENT RELATIONS**

### **4.1 Negotiating Committee**

The Employer will recognize a Negotiating Committee of up to five (5) members. No deduction shall be made from the salary of an employee elected by the Union for time spent in direct negotiations with the Employer at the bargaining table. The Parties agree that time spent in direct negotiations shall not exclusively occur during working hours.

### **4.2 Technical Information**

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

### **4.3 Liaison Committee**

- (a) A Liaison Committee shall be established with one (1) Union member from each department (CCS, DB, FAC, FAS, GOV, PFLS, TW), the union business agent, the Human Resources Administrator, the General Secretary, and two (2) members of the Senior Leadership Team.**
- (b) The Committee shall meet up to three (3) times per year to discuss recommendations for**
  - i. Strategies to promote a work culture that is healthy, safe, respectful, positive, and supportive.**
  - ii. Tools to identify employee needs and levels of engagement.**
  - iii. Mechanisms for fair and consistent interpretation and application of operational policy.**
  - iv. Mechanisms for fair and consistent interpretation and application of collective bargaining agreement provisions; and**
  - v. Organization issues of concern that directly impact members of this collective agreement.**
- (c) One Employer and one Union representative shall be designated annually as co-chairs who work collaboratively to set the agenda, facilitate the meetings, and record and distribute a record of meeting discussions to members.**
- (d) The Committee term length for Union members is one year and cannot exceed two (2) consecutive years.**
- (e) The Committee shall not suffer any loss of pay for time spent with this committee when meetings are held during working hours.**

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## **ARTICLE 5: UNION SECURITY**

### **5.1 Union Dues**

- (a) The Employer agrees to the compulsory check off of union dues and local dues for all employees covered by this Agreement, such deductions to be deducted biweekly and remitted to the Secretary-Treasurer of the Union by the fifth (5<sup>th</sup>) day of the following month, together with a list of employees for whom such deductions were made. The Union shall advise the Employer of the amount to be deducted from each member.
- (b) The Employer also agrees to deduct other assessed charges, including initiation fees, as levied by the Union and so indicated on the monthly check-off list provided to the Employer by the Union.
- (c) The Employer shall indicate on the employee's T4 (Statement of Remuneration Paid) the total amount of union dues and assessments deducted for that tax year.

### **5.2 Condition of Employment**

All employees of the Employer shall, as a condition of employment, become members of the Union and shall be required to remain members of the Union in good standing. The Human Resources Administrator or designate will provide the new employee with an application for membership card and a copy of the Collective Agreement upon hiring. The Employer will allow the Shop Steward or Union representative adequate time to orientate the new employee on Union matters.

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## **ARTICLE 6: POSITION CLASSIFICATION**

### **6.1 Position Classification**

A standard method of classifying positions for all employees shall be administered consistently and equitably in accordance with established criteria that identifies and acknowledges differences in knowledge, experience, skills and abilities, scope, and accountability. All documentation related to position description and classification shall be stored in the Human Resources office.

### **6.2 Position Classification Advisory Committee**

- (a) An advisory committee of two (2) Union members, the Chief Financial Officer, and the Human Resources Administrator shall be established. Members to this committee shall be assigned annually to:
- i. Review the position assessment criteria and procedures every five years.
  - ii. Manage position re-assessment requests.

### **6.3 Position Re-Classification Requests**

- (a) An employee may request a reassessment of their classification if the scope of their job has changed substantially. An employee seeking reclassification must speak with their direct supervisor and submit a written request to the Position Classification Advisory Committee c/o the Human Resources Administrator.
- (b) If the Employer reclassifies a position to a lower classification, any current employees impacted will hold at their current salary and step without negotiated annual percentage increases until their wage rate meets the salary on the lower classification at the step that matches their earned seniority.
- (c) If the Employer reclassifies a position to a higher classification and the employee meets the qualifications, the employee shall be given the first right of refusal for the revised position.

### **6.4 Position Re-Classification Dispute Mechanism**

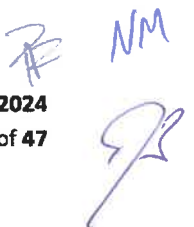
If the Union and the employee do not agree with the position classification as recommended by the advisory committee, the Grievance and Arbitration Procedure in the Collective Agreement shall apply.

### **6.5 New Positions**

- (a) The Employer shall have the authority to establish new positions. The Employer shall prepare a new position description whenever a position is created or when the new duties of a position result in a change in classification. This position description is referred to the Position Classification Advisory Committee after which it is presented to the Union.
- (b) New position compensation is determined as follows:
- i. The rate of pay for a new position shall be retroactive to the time the new position was filled or the date of change in position duties.

#### **6.6 Maintenance of Position Descriptions**

**The Employer will review position descriptions at least once every three (3) years. The employee shall have an opportunity to review and sign the position description. A copy of any updated position description shall be provided to the employee and Union.**



## **ARTICLE 7: SENIORITY**

### **7.1 Seniority Defined**

- (a) Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be prorated on the basis that a year of service for an employee working thirty-five (35) hours per week is 1,820 hours.**
- (b) Calculation of seniority is used for the purpose of layoffs, recalls, access to additional part-time hours, submission of vacation preference prior to May 31st, and calculation of long service pay. Parking assignments shall be designated according to seniority unless otherwise specified in policy.**
- (c) Seniority shall operate on a bargaining-unit-wide basis.**

### **7.2 Probationary Period**

- (a) All new employees will be considered on a probationary period for the first six (6) months of their employment. If retained after the probationary period, an employee becomes a member of the regular working staff with full seniority status, dating from the first day of employment.**
- (b) In the event the employee is not completely satisfactory after the six (6) month probationary period and the Employer has provided the employee with an evaluation of their performance at four (4) months, the Employer may place the employee on probation for a further three (3) month period. If the employee's performance proves unsatisfactory after this second period, the employee's services shall be terminated.**

### **7.3 Confirmation of Status**

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

### **7.4 Seniority List**

As of September 1st of each year, the Employer shall maintain a list showing seniority as defined in 7.1, a copy of which shall be sent to the Shop Steward and the Union office not later than October 1st, each year.

### **7.5 Notice of Layoffs**

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

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## 7.6 Order of Lay Offs

- (a) In the event that the working staff is to be reduced, lay-offs will be made in order of seniority, and with regard to special qualifications, those with the least seniority being laid off first.
- (b) In the event that there are layoffs, the affected employee shall be entitled to exercise their seniority to displace an employee in the same or lower classification within the Society, provided they possess the qualifications to perform the required work, or to accept lay-off. An employee thus displaced shall have the same rights.
- (c) Employees displacing into a position shall be provided with a departmental orientation.

## 7.7 Recall Procedure

In rehiring, employees will be re-employed in the inverse order of their layoff, that is, the first to be re-employed will be those employees with the greatest seniority provided they are qualified to perform the work available. The Employer shall notify the employee of recall to work by registered mail to the last known address on file with the Employer. The employee must contact the Employer within five (5) working days of the date of receipt of the letter. If the employee is re-engaged within a period of six (6) months, that employee continues to accumulate seniority. Recall rights shall end twelve (12) months after a layoff pursuant to Article 7.6.

## 7.8 Loss of Seniority

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

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## **ARTICLE 8: STAFF CHANGES AND PROMOTIONS**

### **8.1 Notice of Change**

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

### **8.2 Job Postings**

- (a) Within four weeks of a vacancy occurring, the Employer shall notify the Union of its intention regarding the position.
- (b) Where it is the Employer's intention to fill the vacancy, the Employer shall circulate the position description to all employees for a minimum of five (5) working days in order that all members will know of the posting and be able to make written application.
- (c) When a new position is created, the Employer shall notify the Union in writing and circulate the position description to all employees for a minimum of five (5) working days in order that all members will know of the posting and be able to make written application.
- (d) **All internal applicants who meet the position qualifications/experience will be interviewed and notified of their application status.**
- (e) **Unsuccessful internal applicants who have been interviewed will be offered a debrief which shall be scheduled within two weeks of the interview.**
- (f) **No outside advertisement for any vacancy or new position shall be placed until the applications, if any, from staff are reviewed and the applicant(s) are notified of the status of their application.**
- (g) When a temporary extended absence greater than twelve (12) weeks occurs, the Employer shall notify the Shop Steward in writing and circulate the position description to all employees for a minimum of five (5) working days in order that all members will know of the posting and be able to make written application.
- (h) The number of days for posting of such a position may be reduced by mutual agreement and strict adherence to seniority provisions in other parts of this article will not necessarily apply. Employees filling such positions shall be entitled to return to their former positions.

### **8.3 Selection Process**

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

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

#### 8.4 Trial Period

- (a) The successful candidate shall be placed on trial for a period of twenty (20) working days unless otherwise agreed to, during which time the rate for the higher classification (if applicable) shall be paid. Conditional on satisfactory performance, the employee shall be declared permanent after the period of twenty (20) working days. The employee will receive confirmation of permanent status, in writing, within one (1) week from the Employer with a copy to the Shop Steward. In the event the successful candidate proves unsatisfactory in the position during the trial period or is unable or unwilling to perform the duties of the new position, the employee shall be returned to their former position or a comparable position without loss of seniority. Following either of these decisions the employee must be returned to the former position within a three (3) week period. Any other employees promoted or transferred because of the rearrangement of positions, shall also be returned to their former position without loss of seniority and their salary will be adjusted (if applicable) to the appropriate increment in their former position.
- (b) In the event the candidate's performance is not completely satisfactory after a trial period of twenty (20) working days and the Employer has provided the employee with feedback at twenty (20) working days, the Employer may place the employee on trial for a second twenty (20) working day period, with written notification to the Shop Steward. The employee shall be advised, in writing, within one (1) week after completion of the first twenty (20) working day trial period that they will be placed on a further twenty (20) working day trial period. If the candidate's performance proves unsatisfactory after the second period, the employee shall be returned to their former position or a comparable position as outlined above. If the candidate's performance proves satisfactory, the trial promotion/transfer shall become permanent at the end of the second period and the employee will receive confirmation of permanent status, in writing, within one (1) week from the Employer with a copy to the Shop Steward.

#### 8.5 Visual Display Equipment

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

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#### **8.6 Technological Change**

- (a) Insofar as it is practical and possible, no employee as defined in Articles 3.1 or 3.2 shall be dismissed by the Employer because of technological change.
- (b) Employees who are to be displaced will be given the opportunity to fill other vacancies related to their skills and qualifications according to their seniority. If a vacancy occurs in a position requiring skills similar to those of the employee to be displaced, the Employer will not hire any additional employees on a permanent basis until the employee to be displaced is allowed a reasonable training period to acquire the knowledge and skills necessary for the aforementioned vacancy.

#### **8.7 Position Security**

**When a position is eliminated, the following procedures will apply in order:**

- (a) If a vacancy exists for a position at the same classification and the employee meets the qualifications, the employee will be transferred.
- (b) If a vacancy exists for a position at a lower classification, the employee will be transferred and will hold at their current salary and step without negotiated annual percentage increases until their wage rate meets the salary on the lower classification at the step that matches their earned seniority.
- (c) If no other vacancy, equivalent or otherwise, exists in the organization, articles 7.5 (Notice of Layoffs), 7.6 (Order of Layoffs), and 7.7 (Recall Procedure) shall apply.

#### **8.8 Administrative Staff Vacancy**

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

#### **8.9 Contracting Out**

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

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## **ARTICLE 9: HOURS OF WORK**

### **9.1 Regular Hours**

**The normal hours of work shall consist of five (5) seven (7) hour days, Monday to Friday from September to June inclusive.**

### **9.2 Facilities Staff Hours**

**(a) The hours of work for the Facilities Staff shall normally consist of five (5) seven (7) hour days from Monday to Friday or Tuesday to Saturday from September to June inclusive at hours to be determined by the Employer. The right to alter days and times of work rests with the Employer in order to accommodate the needs of the Employer as they arise.**

**(b) Employees shall be guaranteed a minimum of eight (8) hours off between shifts. However, when the employer cannot accommodate this rest period, overtime rates at the applicable rates will be paid for the number of hours worked within the eight (8) hour rest period.**

### **9.3 Summer Hours**

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

### **9.4 Rest Periods and Lunch Hour**

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

### **9.5 Overtime**

**(a) When an employee is requested to work beyond the regular hours of work such additional hours shall be considered as overtime and shall be voluntary. Overtime shall be paid at the rate of one and three-quarters (1¾) times the employee's rate, or time off in lieu of payment on the basis of one and three-quarters (1¾) hours off for each hour overtime worked.**

**(b) Subject to mutual agreement, time off shall be at the option of the employee with the additional option of accumulation to a maximum of five (5) days. The time of taking any equivalent time shall be determined mutually by the employee and the Employer. Requests for time off shall not be unreasonably denied provided departmental needs are maintained. Should no agreement be achieved, resolution shall be by payment at overtime rates. All equivalent time claimed must be recorded with the Human Resources Administrator.**

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- (c) Employees requested to return to work outside their regular working hours, shall be paid a minimum of three (3) hours at their regular hourly rate or the applicable overtime rate for the time worked, whichever is the greater (travel time shall be included in the time worked).
- (d) All overtime worked on Sunday or Statutory Holidays shall be paid at the rate of double time (2x).
- (e) Time worked the Saturday of AGM shall be paid at the rate of one and three-quarters (1¾x).
- (f) Time worked the Saturday of AGM (if it falls on a long weekend) shall be paid at the rate of double time (2x).
- (g) All overtime is to be pre-approved by the Society.

#### **9.6 Additional Part-time Hours**

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

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## **ARTICLE 10: VACATIONS**

### **10.1 Entitlement**

- (a) The vacation year is the Employer's fiscal year and commences on September 1st. Employees are entitled to vacation in accordance with the length of service:
- i. During the first year of service three (3) weeks.
  - ii. During the fourth year of service four (4) weeks.
  - iii. During the ninth year of service five (5) weeks.
  - iv. During the thirteenth year of service six (6) weeks.
  - v. During the twentieth year of service and every five (5) years thereafter, one additional week of vacation. The employee concerned may postpone the taking of the bonus vacation for up to one year following the year of accrual.
- (b) Vacation is accrued monthly as of the employee's date of hire and may not be borrowed from future accruals. Vacation shall be taken during the year of accrual or within 6 months after the end of the year of accrual (September 1st to February 28th of the next fiscal year). However, with the approval of the employer, vacation leave may be carried forward and a mutually agreed date by which the vacation must be used is determined.

### **10.2 Illness During Vacation**

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

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

### **10.3 Vacation Pay on Termination/Retirement**

- (a) Vacation earned but not used on the termination/retirement date will be paid out on last day of active service.
- (b) Vacation can be used for the two-week notice period prior to termination/retirement date.

### **10.4 Vacation Preference**

- (a) Every effort will be made, subject to the requirements of the operation of the Society, to allow employees to take vacation at a time of their choice.

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- (b) Where it is not possible to accommodate all staff in their choice of vacation time within a department, seniority as defined in 7.1, the submission of vacation preference as defined in (d) below, and the requirements of the operation of the Society will govern.
- (c) **Vacation usage is limited to twenty-two (22) consecutive working days at a time unless otherwise approved by the General Secretary.**
- (d) For the purpose of scheduling vacation, the vacation year is September 1st through August 31st. Employees will be asked to indicate a tentative vacation plan in April of each year. Prior to the end of May, employees will confirm their vacation plans by completing the proper form and submitting it to the Employer. Efforts will be made to accommodate all vacation requests and a written response will be provided to each employee no later than June 30th. Employees may still submit vacation requests after May 31st; however, requests will not be granted on the basis of seniority per (b) above where other employees of the same department have submitted their written request for the same time and have received approval of such request. Once a request has been approved, it can only be altered by mutual agreement between the employee and the Employer.
- (e) The Employer shall provide the employees with an updated account of their accrued vacation on a quarterly basis throughout the fiscal year.

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## ARTICLE 11: HOLIDAYS

### 11.1 General Holidays

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

New Year's Day	Canada Day	Remembrance Day
Louis Riel Day	<b>Terry Fox Day</b>	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	<b>Truth &amp; Reconciliation Day</b>

### 11.2 Holiday Falling on Weekend

- (a) In the event that a general holiday, with the exception of Remembrance Day **and/or Truth & Reconciliation Day**, occurs on Saturday or Sunday, the following working day shall be considered the holiday.
- (b) In the event that Remembrance Day **and/or Truth & Reconciliation Day** occurs on a Saturday or Sunday, employees shall be granted a day in lieu to be taken at a mutually agreed time, within the same fiscal year.

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## **ARTICLE 12: SICK LEAVE**

### **12.1 Sick Leave Defined**

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

### **12.2 Amount of Sick Leave**

- (a) Each employee shall receive sick leave at full salary until such time as the employee becomes eligible for disability benefits under the Disability Benefits Plan. Regardless of the amount of sick leave taken at any given time, an employee will be entitled to leave with full salary up until the time such employee is eligible for disability benefits. All sick leave will be recorded. An employee must meet the terms of the Disability Benefits Plan to qualify for the top-up allowance under 12.3.
- (b) When the employer requests a medical note, the employer shall reimburse the employee for the cost of said note upon presentation of a paid receipt.

### **12.3 Top-Up Allowance**

- (a) A record of top-up allowance will be kept by the Employer. Any employee is to be advised on application of the amount of top-up allowance accrued.
- (b) While the employee is eligible for disability benefits, the employee may be entitled to a top-up allowance. The period of top-up allowance eligibility shall be accrued, beginning in the fourth year of employment, at the rate of twenty (20) days per year to a maximum of two hundred (200) days, such accrual to be reduced by the number of sick days used in each year. The top-up allowance will be calculated as the difference between the employee's regular net pay and the actual benefit paid by the Disability Benefits Plan. Regular net pay shall be calculated as the gross biweekly pay minus income tax, pension, CPP and EI deductions.
- (c) During any period of qualification for top-up allowance, an employee shall be entitled to all the benefits of this agreement as though actively at work. Upon exhaustion of top-up allowance, the employee will be considered on leave of absence without pay and all the provisions of Article 14.3 will apply.

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## **ARTICLE 13: LEAVES WITH PAY**

**All permanent full and part-time employees as defined in Article 3.1 will be eligible to request the following leaves without loss of salary or benefits. All leaves outlined in this clause will be allocated by fiscal year, September 1st to August 31st. All requests for paid leave under this clause shall be made to the Human Resources Administrator. When the leave provided by these articles does not meet the needs of the employee, the employee may access other provisions of this Agreement such as vacation, banked overtime, or unpaid leave.**

**For the purposes of this article the definition of family shall be as per Employment Standards Manitoba.**

### **13.1 Personal Leave**

- (a) The intent of personal leave is to provide employees with time to be taken without loss of pay for reasons at their personal discretion.**
- (b) Each employee is entitled to three (3) days of personal leave per year to be used in full or half day increments. Carryover of unused time is not permitted.**
- (c) The three (3) days of personal leave shall be pro-rated for new employees hired after September 1 (one half day per 3 months of employment).**

### **13.2 Special Leave**

- (a) The intent of special leave is to provide employees with time to deal with emergent and personal needs in such a way as to allow flexibility.**
- (b) Each employee may accrue up to six (6) days of leave per year, to a maximum accumulation of seventeen (17) days to be used in an initial period of not less than **one half hour** and in fifteen (15) minutes increments thereafter.**
- (c) Special leave accumulation shall be pro-rated for new employees hired after September 1st.**
- (d) The Employer shall provide employees with a balance of their accrued special leave on September 1st of each year.**
- (e) Special leave may be used as follows:**
  - i. Appointments or procedures for self or family member with a medical practitioner as recognized by Canada Revenue Agency. Every effort will be made to schedule appointments outside of working hours.**
  - ii. Family caretaking needs related to instances of accident, illness, hospitalization, palliative care, and unexpected childcare needs.**
  - iii. Inclement weather caused by impassable public road conditions or suspension of public transportation as declared by Environment Canada or the Society, or due to road closures as declared by police agencies or the Department of Highways.**

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- iv. **Unexpected personal emergencies.** Matters that can be scheduled outside of work hours or on personal time are not considered to be personal emergencies.
- v. **Jury, Court and Witness Duty** when called as a juror or subpoenaed as a witness in any court or legal proceeding. The employee shall reimburse the Employer any monies received for jury service or witness fees.
- vi. **Birth/adoption** for employee's not accessing employment insurance maternity or parental leave benefits.
- vii. **Funeral of a personal or professional associate.**

### **13.3 Religious/Holy/Ceremonial Leave**

- (a) The intent of religious, holy, or ceremonial leave is to provide employees with time to attend designated religious, holy, or ceremonial days observed by the member.
- (b) Each employee is entitled to up to five (5) days of religious, holy, or ceremonial leave per year to be used in full or half day increments. Carryover of unused time is not permitted.
- (c) Members shall not absent themselves from duty for reasons of religious, holy, or ceremonial days without first securing permission from the Employer. All requests for such leave shall be made to the Human Resources Administrator with a minimum of thirty (30) days' notice.

### **13.4 Bereavement Leave**

- (a) The intent of bereavement leave is to provide employees with time to attend to matters pertaining to the death of a family member.
- (b) Each employee is entitled to up to five (5) days of bereavement leave.
- (c) Up to an additional one (1) day may be granted for round trip travel within Canada and the USA.
- (d) Up to an additional two (2) days may be granted for international travel beyond the USA.
- (e) Leave must be taken as consecutive workdays unless otherwise approved by the Human Resources Administrator.

### **13.5 Parenting Leave**

**Parenting leave refers to maternity, parental or adoption leave as defined by Employment Standards of Manitoba.**

- (a) An employee must submit a written request no later than the end of the fifth (5th) month of pregnancy indicating the length of time requested. An employee requiring changes to the commencement date, or the duration of a leave shall provide the Society with at least four (4) weeks notice of any changes unless there are extenuating circumstances.

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- (b) An employee must submit a written request for parental leave four (4) months in advance of the start of said leave. An employee requiring changes to the commencement date, or the duration of a leave shall provide the Society with at least four (4) weeks notice of any changes unless there are extenuating circumstances.
- (c) In the event of an adoption, such leave may commence upon one (1) calendar days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (d) Parenting leave shall not constitute a break in employment. Seniority shall continue to accrue while on parenting leave.
- (e) At the termination of the parenting leave the employee will be reinstated in the position occupied prior to the leave or in a comparable position without less than the same salary and benefits.
- (f) Nothing in the foregoing shall reduce the rights of an employee to maternity, parental or adoption leave as outlined in the Employment Standards Code of Manitoba.
- (g) **Employees in receipt of employment insurance (EI) benefits for Maternity leave will be paid a top up allowance of 95% of the employee's weekly rate of pay for a maximum of 17 weeks, inclusive of the EI waiting period.**
- (h) **Employees in receipt of employment insurance (EI) benefits for Parental Leave will be entitled to one of the following two options:**
  - Option 1**  
**Standard Parental Leave as defined in the Employment Standards Code of Manitoba, will be paid a top-up allowance of 95% of an employee's weekly rate of pay for a maximum of 35 weeks, inclusive of the EI waiting period, OR**
  - Option 2**  
**Extended Parental Leave as defined in the Employment Standards Code of Manitoba, will be paid a top-up allowance of 55% of an employee's weekly rate of pay for a maximum of 61 weeks, inclusive of the EI waiting period.**
- (i) In order to qualify for parenting leave with top-up allowance, an employee must provide the Employer with proof that they have applied for and are in receipt of Employment Insurance benefits.
- (j) The Employer is liable for the supplementary allowance only for that period of time which is covered by Employment Insurance benefits. All other time as may be granted shall be on a leave without pay basis.
- (k) **Any Employee who has applied and been approved for EI maternity and/or parental benefits, on or before ratification, will not be affected by the change in clause.**

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## **ARTICLE 14: UNPAID LEAVE**

### **14.1 Leave for Union Activities**

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

### **14.2 Leave for Public Affairs**

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

### **14.3 Leave of Absence - Without Pay**

An employee granted leave(s) of absence without pay in excess of ten (10) working days in a year (September 1 – August 31) during the period of the leave(s), shall not accrue seniority, vacation, special leave, earn sick leave top-up credits or subject to The Employment Standards Code of Manitoba, be paid for statutory holidays. Seniority shall continue to accrue for employees who are off work due to illness for periods of less than twenty-four (24) months. Subject to the provisions of the benefit plans, welfare benefits may be continued during the leave at the option and expense of the employee.

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## **ARTICLE 15: WAGES AND ALLOWANCES**

### **15.1 Application Rules**

All employees shall be paid in accordance with the attached Schedule "A" which is part of this Agreement. After the probationary period, employees shall automatically receive their first increment and subsequent increments will be on the anniversary date of their employment. In all cases of promotion, the employee shall receive the wage of the higher classification in accordance with the classification step that constitutes a one (1) step increase in their current salary.

### **15.2 Payment of Salaries**

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

### **15.3 Relieving Pay**

An employee assigned by the Employer to temporarily perform the principal duties of a higher classification shall receive the rate of pay for said classification while performing such principal duties, retroactive to the date the employee commenced such principal duties. Applications for relieving pay shall be submitted to the Department Head and shall be approved by the Department Head in consultation with the Human Resources Administrator outlining the nature and duration of such additional principal duties.

### **15.4 Expense Allowances**

- (a) An employee as defined in Articles 3.1 and 3.2 required to work overtime, more than two (2) hours, shall be entitled to a meal allowance in accordance with Society policy.
- (b) An employee as defined in Articles 3.1 and 3.2 required to work overtime on Saturday and Sunday shall be entitled to mileage at a rate in accordance with Society policy to a maximum of one hundred (100) kilometres return.
- (c) The Employer shall pay taxi fare home within the perimeter when an employee does not have private transportation, is working overtime and works later than 8:30 p.m. on a regularly scheduled workday. For employees who live outside the perimeter, the Employer shall provide accommodation in accordance with Society policy when an employee is working overtime and works later than 8:30 p.m. on a regularly scheduled workday.
- (d) When an employee is required to work away from the employee's regular place of work and when accommodation, meals and/or transportation are not arranged by the Employer, per diem expenses and mileage will be paid at the same rate as paid to members of the Society, or six dollars (\$6), whichever is the greater. Actual expenses reasonably and properly incurred by the employee in excess of the per diem referenced herein shall be considered by the Employer for reimbursement upon receipt of proof of payment.
- (e) When incurred on the business of the Employer, parking expenses shall be paid.



(f) When employees are requested to use their private vehicle for the business of the Employer, mileage will be paid at the same rate as paid to the members of the Society, or six dollars (\$6), whichever is the greater.

(g) In all cases, expense vouchers must be submitted.

#### **15.5 Long Service Pay**

(a) Employees shall receive an additional sixty dollars (\$60) per month Long Service Pay after ten (10) years of service.

(b) Employees shall receive in addition to the amount in clause 15.5(a) an additional seventy dollars (\$70) per month Long Service Pay after seventeen (17) years of service.

#### **15.6 Language Bonus**

Employees whose position description requires them to work in more than one (1) language shall receive an additional ninety dollars (\$90) per month.

#### **15.7 Salary Payment on Death**

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

#### **15.8 Employment Gratuity**

After three (3) years on permanent staff an employee shall receive one hundred fifteen dollars (\$115) per complete year of service when retiring or terminating employment.

#### **15.9 Notice of Resignation**

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

#### **15.10 Shift Premium**

When a majority of hours in a regular shift occur between 4:00 p.m. and 11:59 p.m., a shift differential of \$1.50 shall apply to all hours worked in that shift. An employee, who is regularly scheduled on a shift that attracts said premium, shall not forfeit said premium when required by the Employer to work on a "day" shift.

#### **15.11 EI Rebate**

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

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#### 15.12 Deferred Salary Leave

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

#### 15.13 Job Sharing

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

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## **ARTICLE 16: WELFARE BENEFITS**

### **16.1 Legislation**

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

### **16.2 Pension Plan**

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

### **16.3 Group Life Insurance**

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

### **16.4 Disability Benefits Plan**

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

If an employee is receiving disability benefits on a part-time basis and working on a part-time basis, the provisions outlined in Articles 17.1 through 17.7 of this Collective Agreement will apply.

### **16.5 Dental Plan**

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

(b) For the purpose of this section, eligible employees shall mean each regular full-time employee, each term employee who has completed three (3) continuous months of service, and each regular part-time employee who regularly works fifteen (15) or more hours per week.

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- (c) Retiring employees may elect to remain in the dental plan provided notice is given at least four (4) weeks prior to their retirement date and providing they are responsible for payment of the monthly premium.
- (d) In the event amendments to or changes in the application of, statutes and/or regulations pertaining to income tax provisions are made during the effective period of this Collective Agreement which affect the "Dental Insurance" benefit outlined in this article, it is agreed by the parties to open negotiations on this article should either party so choose.

#### 16.6 Eyeglass Coverage

The Employer shall provide and maintain Manitoba Blue Cross eyeglass coverage of \$250 per two (2) years for all regular full-time employees, regular part-time employees working fifteen (15) or more hours per week, and term employees who have completed three (3) continuous months of service and shall pay the required premiums.

#### 16.7 Extended Health Benefits

- (a) The Employer shall provide and maintain Manitoba Blue Cross extended health benefits for all regular full-time employees, regular part-time employees working fifteen (15) or more hours per week, and term employees who have completed three (3) continuous months of service and shall pay the required premiums.
- (b) Retiring employees may elect to remain in the Extended Health Benefits Plan provided notice is given at least four (4) weeks prior to their retirement date and providing they are responsible for payment of the monthly premium.

#### 16.8 Protective Clothing

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

#### 16.9 Parking

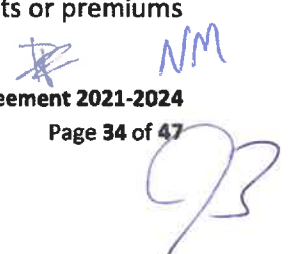
Parking space equipped with car plugs shall be provided at no cost for all employees, if available.

#### 16.10 Tuition Reimbursement

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

#### 16.11 Changes to Welfare Benefits

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

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**16.12 Employee Assistance Program**

**The Employer shall make available a third-party Employee Assistance Program to all employees covered by this agreement.**

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## **ARTICLE 17: PART-TIME EMPLOYEES**

### **17.1 Application of Agreement**

Part-time employees, as defined in Article 3.1, shall receive all benefits of this agreement except as outlined herein.

### **17.2 Vacations**

Part-time employees shall receive salary during vacations (as outlined in 10.1) and paid leaves based on the percentage of a full-time position actually worked in the preceding year (September 1st to August 31st).

### **17.3 Benefit Plan Coverage**

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

### **17.4 Holidays**

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

### **17.5 Seniority**

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

### **17.6 Increments**

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

### **17.7 Long Service Pay**

(a) Employees shall receive an additional sixty dollars (\$60) per month Long Service Pay after ten (10) years of service.

(b) Employees shall receive in addition to the amount in clause 15.5 (a) an additional seventy dollars (\$70) per month Long Service Pay after seventeen (17) years of service.

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## **ARTICLE 18: PERFORMANCE REVIEW**

### **18.1 Premise**

Performance review is a formal, positive, constructive, and collaborative function that establishes employee accountability within the expectations of the job.

### **18.2 Goal**

Performance review is intended to enhance communication between employees and their direct supervisor, identify areas of strength, identify opportunities for growth, and plan for professional growth and development.

### **18.3 Process**

- (a) The direct supervisor shall conduct all performance reviews covered by this collective agreement.
- (b) The roles and responsibilities, timeline and process for performance reviews shall be outlined in the Human Resources Policies and Procedures document.
- (c) A performance review process may be initiated at any other time by either the employee or the employer.
- (d) This process is separate and distinct from annual professional growth and development planning which is non-evaluative.

### **18.4 Employee in Need of Assistance (ENA)**

An employee who is identified as in need of assistance as a result of areas requiring improvement from the performance review process shall be required to participate in the procedures outlined in this section. The General Secretary or designate will inform the employee that they will be engaging in the ENA process due to challenges identified in the performance review process. The possible outcomes of an ENA process include continuation in current position, reassignment, or termination of employment.

- (a) This procedure will occur within a twelve (12) month period. The employee shall at this time be advised that union representation may be required.
- (b) The first meeting of the General Secretary or designate and the employee in need of assistance will include identification of the following:
  - i. Specific areas requiring improvement.
  - ii. Workplan of assistance including employer support mechanisms and expectations.
  - iii. Process for ENA report including a timeline and feedback mechanisms.

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- (d) The final meeting of the General Secretary or designate and the employee will include the following:**
- i. Review of ENA process and report.**
  - ii. Discussion recommendations and next steps.**
- (e) A copy of the ENA report shall be provided to the employee and a copy placed in their personnel file.**
- (f) An employee shall have the right to appeal their ENA report. The grievance procedure in Article 22 of this collective agreement will apply.**

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## **ARTICLE 19: PROFESSIONAL GROWTH AND DEVELOPMENT PLANNING**

### **19.1 Premise**

The Employer and the Union recognize the need, responsibility and right of Union members to identify and access professional development opportunities. Union members recognize their responsibility to engage in professional development to promote individual professional growth and to enhance service to members.

### **19.2 Goal**

The professional growth and development process supports annual reflection and planning related to celebrating successes and setting growth goals in domains of responsibility. The process is intended to be positive, productive, and growth focused.

### **19.3 Process**

- (a) The direct supervisor shall engage in the professional growth and development planning with employees covered by this collective agreement.
- (b) The roles and responsibilities, timeline and process for professional growth and development shall be outlined in the Human Resources Policies and Procedures document.
- (c) This process is separate and distinct from the performance review process outlined in Article 18.
- (d) The employer shall establish an annual professional development fund of \$20,000 to be administered via joint committee of equal representation. This amount is ineligible for budget carryover.

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## **ARTICLE 20: HARASSMENT**

### **20.1 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 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 *The Human Rights Code* of Manitoba.

### **20.2 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.

### **20.3 Complaint Process**

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.

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## **ARTICLE 21: DISCIPLINE AND DISCHARGE**

### **21.1 Just Cause**

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

### **21.2 Progressive Discipline**

The Employer affirms its commitment to the principle of progressive discipline and agrees that except in cases of extreme misconduct, discipline will proceed in stages, as appropriate.

### **21.3 Disciplinary Process**

If the Employer is considering disciplinary action, the following shall occur:

- (a) The Employer shall inform the employee concerned and the Shop Steward of the complaint and will advise both the employee and the Shop Steward that a meeting will be held at a time and place determined by the Employer. The Employer may consult with the Union Representative before informing the Shop Steward. The Union Representative will determine if the Shop Steward will be informed.
- (b) Employees concerned will be given the opportunity to make representation at the meeting on their own behalf either personally or with a representative of the Union if they desire.
- (c) The Shop Steward and the employee concerned shall be advised within a reasonable period of time of the decision of management arising out of the meeting.
- (d) All disciplinary action shall be in writing with a copy to the employee and the Shop Steward and the Union. The employee and the Shop Steward shall initial the original.

### **21.4 Personnel File**

Employees shall have access to their personnel file. Employees shall have the right to respond in writing to any documents the Employer wishes to place in their personnel file. Such response shall become part of the permanent record.

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## ARTICLE 22: GRIEVANCE AND ARBITRATION PROCEDURE

### 22.1 Grievance Defined

A grievance shall be defined as any difference arising out of the interpretation, application, or alleged violation of the collective agreement.

### 22.2 Grievance Settlement

Grievances shall be settled in the following manner:

- (a) Within twenty (20) working days of the occurrence of the event which gives rise to a grievance the aggrieved employee(s), together with a Shop Steward if requested, shall discuss with the Human Resources Administrator, the particulars of the grievance and the redress sought. A decision shall be rendered within five (5) working days following the discussion.
- (b) Failing satisfactory settlement being reached in Step (a), the Union shall, within five (5) working days of receipt of the decision in Step (a), submit the written grievance and the redress sought to the Society, who shall schedule a hearing within thirty (30) calendar days following receipt of the grievance. A decision, in writing, shall be rendered within five (5) working days following the hearing.
- (c) Any dispute that arises directly between the Employer and the Union, if unresolved through discussion, shall be submitted as a grievance in writing to the Society or the Union and if not settled shall be submitted to Arbitration.
- (d) If a satisfactory settlement is not reached in 22.2(b), the matter shall, within thirty (30) working days, be referred to a single Arbitrator who shall be mutually agreed upon by the parties. The power of the Arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on both parties. The Arbitrator's fees and expenses shall be borne equally between both parties.
- (e) If the parties cannot agree on an Arbitrator within ten (10) working days, the Manitoba Labour Board will be asked to appoint one.
- (f) The time limits herein may be amended by mutual agreement of both parties or, during July and August, may be waived by either party.
- (g) The Employer and the Union are both entitled to representation at the Arbitration hearing. The Arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.
- (h) No deduction shall be made from the salary of an employee (Shop Steward, employee(s) involved) for the time spent in the formal processing of grievances and/or arbitrations as set out in this article.

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- (i) The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement.
- (j) No grievance shall be defeated on the basis of a technical objection.

*Handwritten initials: Z NM and a large signature.*

## **ARTICLE 23: TERM OF AGREEMENT**

### **23.1 Term of Agreement**

This Agreement shall be effective from the 1st day of September 2021 and shall remain in full force and effect until the 31st day of August 2024 and shall automatically continue from year to year until either party serves written notice on the other party, at least ninety (90) calendar days prior to any annual expiration day. During negotiations for a new Agreement, the terms of the present Agreement shall remain in full force and effect.

### **23.2 Changes in Agreement**

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

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THIS COLLECTIVE AGREEMENT SIGNED THIS 21 DAY OF JUNE, 2022.

**ON BEHALF OF THE EMPLOYER:**

The Manitoba Teachers' Society

A large, stylized handwritten signature in blue ink, likely belonging to James Bedford, written over a horizontal line.

**James Bedford, President**

A handwritten signature in blue ink, likely belonging to Nathan Martindale, written over a horizontal line.

**Nathan Martindale, Vice-President**

**ON BEHALF OF THE UNION:**

General Teamsters Local Union No. 979

A handwritten signature in blue ink, likely belonging to Paul Frias, written over a horizontal line.

**Paul Frias, Business Agent**

Handwritten initials in blue ink, including 'PB' and 'NM' at the top, and a large 'GB' below them.

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

The Manitoba Teachers' Society (herein referred to as "the Employer") and the General Teamsters Local Union No. 979 (herein referred to as "the Union") intend to establish a joint committee (herein referred to "the PD Fund Committee") responsible for administration of the annual professional development fund (herein referred to as "the Fund"). The joint committee shall be established within 60 days of ratification.

The Committee shall consist of two (2) representatives of the Employer (HRA and one senior leadership team member) and two (2) representatives of the Union and have the authority to approve expenditures within the limit of the Fund.

Joint administration of the Fund shall consist of, but is not limited to, determination of committee mandate, committee member appointments and term, administration guidelines, assessment and approval of expenditures, funding criteria and allotments, annual review process, and appeal process.

The Employer, at its sole discretion, shall determine how the Fund is to be established within the overall budget.

SIGNED THIS 21 DAY OF JUNE, 2022.

**ON BEHALF OF THE EMPLOYER:**

The Manitoba Teachers' Society

  
James Bedford, President

  
Nathan Martindale, Vice-President

**ON BEHALF OF THE UNION:**

General Teamsters Local Union No. 979

  
Paul Frias, Business Agent

# **SCHEDULE A**

Pay Grade	Step	Sept. 1/21 3.0%	Sept. 1/22 2.0%	Sept. 1/23 2.0%
A	Step 1	34,331	35,018	35,718
A	Step 2	37,266	38,011	38,771
A	Step 3	40,199	41,003	41,823
A	Step 4	43,135	43,998	44,878
A	Step 5	46,069	46,990	47,930
A	Step 6	49,002	49,982	50,982
B	Step 1	40,199	41,003	41,823
B	Step 2	43,135	43,998	44,878
B	Step 3	46,069	46,990	47,930
B	Step 4	49,002	49,982	50,982
B	Step 5	51,936	52,975	54,035
B	Step 6	54,873	55,970	57,089
C	Step 1	46,069	46,990	47,930
C	Step 2	49,002	49,982	50,982
C	Step 3	51,936	52,975	54,035
C	Step 4	54,873	55,970	57,089
C	Step 5	57,802	58,958	60,137
C	Step 6	60,735	61,950	63,189
D	Step 1	51,936	52,975	54,035
D	Step 2	54,873	55,970	57,089
D	Step 3	57,802	58,958	60,137
D	Step 4	60,735	61,950	63,189
D	Step 5	63,667	64,940	66,239
D	Step 6	66,604	67,936	69,295
E	Step 1	57,802	58,958	60,137
E	Step 2	60,735	61,950	63,189
E	Step 3	63,667	64,940	66,239
E	Step 4	66,604	67,936	69,295
E	Step 5	69,539	70,930	72,349
E	Step 6	72,473	73,922	75,400

*Handwritten initials and signature:*  
RB  
NM  
[Signature]