

**FORT LA BOSSE SCHOOL DIVISION
(Educational Assistants)**

FROM: November 2, 2014

TO: June 30, 2017

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



FORT LA BOSSE SCHOOL DIVISION (Educational Assistants)

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EXPIRY DATE: June 30, 2017

AGREEMENT BETWEEN:

FORT LA BOSSE SCHOOL DIVISION hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

WHEREAS: IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT TO MAINTAIN THE EXISTING HARMONIOUS RELATIONS, AND TO ENCOURAGE EFFICIENCY IN OPERATION, AND TO PROMOTE THE MORALE AND WELL-BEING OF ALL EMPLOYEES IN THE BARGAINING UNIT OF THE UNION.

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the United Food and Commercial Workers Union, Local 832 as the sole and exclusive bargaining agent for all Educational Assistants of Fort La Bosse School Division, in the Province of Manitoba, save and except the Managers, those above that rank and those excluded by the Act.

ARTICLE 2 DEFINITIONS

2.01 The following words or terms shall mean the following:

- (a) **Full-time Employee** : An employee who works on a regular and reoccurring schedule of thirty (30) hours per week consisting of five (5) consecutive six (6) hour work days.

- (b) **Part-time Employee**: An employee who works on a regular and reoccurring schedule of less than thirty (30) hours per week.
- (c) **Temporary Employee**: An employee hired for a period of one school year or less, to replace an employee on leave of absence, for the completion of a specific job, or in association with a specific event. Temporary employees shall be covered by the Collective Agreement. Where a temporary employee is hired full time or part time without a break in service, such temporary employment will be recognized for seniority purposes retroactive to their most recent date of hire as a temporary employee. Temporary employees shall not be covered by Article 21 of this Collective Agreement.
- (d) **Casual Employee**: An individual employed on an irregular and non-reoccurring or non-scheduled basis or to relieve for sick leave or leave of absence. Casual employees are not covered by this Collective Agreement. Casual employees will not be utilized to the extent that they restrict the regular hours of or prevent the hiring of either full-time or part-time employees.
- (e) **Masculine or Feminine Gender**: When the Masculine is used it shall also mean the feminine gender wherever applicable, and vice versa.
- (f) **Plural and Singular**: When the plural is used it shall also mean the singular wherever applicable, and vice versa.
- (g) **Common-law Spouse**: Where an employee establishes that he or she has been residing with a person and has been publicly representing that person as his or her spouse for a period of not less than six (6) months, that person shall be deemed to be the common-law spouse of the employee.
- (h) **Spouse**: Can be a person of the same or opposite sex.
- (i) **Community/locale**: The community/locales are:
 - 1) Virden/Oak Lake
 - 2) Reston
 - 3) Elkhorn/Kola/Plainview and Boundary Lane.

ARTICLE 3 CONTRACTING OUT

3.01 The Employer agrees that no employee shall lose their employment or have their normal hours of work reduced through the Division contracting out work presently performed by the employees of the bargaining unit.

3.02 Bargaining Unit Work

Supervisors and other persons outside the bargaining unit shall not perform bargaining unit work save and except for instruction to employees or in emergency situations.

ARTICLE 4 SHOP STEWARDS AND UNION REPRESENTATIVES

4.01 The Employer agrees to recognize four (4) Shop Stewards for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to the School Principal or his or her designate. The Union shall advise the Employer of the election or appointment of Shop Stewards and any changes occurring in such positions.

4.02 The Union acknowledges that the Shop Steward's primary responsibility is to the Employer. Shop Stewards shall be entitled to carry out their duties during normal working hours without loss of pay provided that a request for permission prior to conducting the Union business has been made to the School Principal or his or her designate and that these duties do not interfere with or disrupt the operation of the school or school division. Permission shall not be unreasonably withheld.

4.03 The Employer and the Shop Stewards shall acquaint new employees with the fact that a Collective Agreement is in effect and advise of the terms and conditions as set out in the Agreement.

4.04 Orientation Program

The Employer agrees that new employees shall be allowed up to thirty (30) minutes off in order to meet with full-time Union Representatives for the purpose of familiarizing themselves with the general conditions and responsibilities with respect to the Collective Agreement and to the United Food and Commercial Workers Union, Local No. 832. This meeting shall take place at a time mutually agreeable between the full-time Union Representative and the Employer.

ARTICLE 5 UNION RIGHTS AND ACTIVITIES

5.01 **The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term “hired or rehired” shall not apply to employees who are on layoff. The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employees their responsibility in regard to the payment of union dues and initiation fees.**

5.02 **The Employer shall forward Exhibit One as attached to this agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The term “hired or rehired” shall not apply to employees who are on layoff. The Union shall bear the expense of printing and mailing said Exhibit One.**

ARTICLE 6 DEDUCTION OF UNION DUES

6.01 The Employer agrees to deduct from the wages of each employee in the unit affected by the Collective Agreement, the amount of regular membership dues, initiation fees and assessment as set by the Union from time to time and to remit the amounts deducted to the Union on a monthly basis as well as informing the Union at the same time of the names and social insurance numbers of the employees from whose wages the deductions have been made and the amounts so deducted from each employee’s wages.

6.02 Each year the Employer will calculate the amount of Union dues deducted from the employees’ pay and shall indicate the same on the T-4 and TP-4 slip for each employee no later than February 28th.

6.03 The Union agrees to and does hereby indemnify and save the Employer harmless for all claims, demands, action and the proceedings of any kind and from all costs which may arise or be taken against the Employer by reason of the Employer making the compulsory check-off of Union dues, initiation fees and assessments provided for in Article 6.01.

6.04 The Employer agrees to provide the Union in January and July of each year, with a list of current employees together with their addresses, telephone numbers, rates of pay, classifications and seniority dates.

6.05 The Employer shall note on the monthly dues remittance form the names and Social Insurance Numbers of those employees who have terminated their

employment during the previous month.

ARTICLE 7 **PROBATIONARY PERIOD**

7.01 Any employee who is hired by the Employer shall be on probation for their first sixty (60) days upon which work is performed. Probationary employees shall be entitled to all rights and privileges of this Agreement except they shall not have recourse to the grievance and arbitration procedure in the event of suspension or dismissal.

7.02 Upon completion of the probationary period, seniority shall be retroactive to the original date of employment.

ARTICLE 8 **HOURS OF WORK**

8.01 **Work Week/Full-time Employees**

The normal basic work week for all full-time employees shall be thirty (30) hours to be worked in five (5) consecutive days at six (6) hours per day.

8.02 **Work Day/Part-time Employees**

Part-time employees shall not be scheduled to work for less than three (3) hours in any one (1) day, with the exception of lunch educational assistants, who shall not be scheduled to work for less than one (1) hour in any one (1) day.

8.03 **Emergency Pay and Change in Work Schedule**

In the event of a storm/adverse weather or other emergency that results in the closing of an employee's school for a day or portion thereof, or the school buses are not running, the employee shall not suffer a loss in pay, though the employee may leave or not attend work that day.

8.04 **Work Year**

The normal work year shall be consistent with the school year as determined by Manitoba Education, inclusive of Professional Development and Administration days as determined by the Minister of Education.

ARTICLE 9 **TRANSFERS**

9.01 The parties agree that on occasion, transfers of employees between schools may be necessary to provide service. In these cases, the Employer

agrees to share all relevant information with the affected employees and the Union to ensure all employee concerns are taken into consideration. No employee shall be permanently transferred outside of their community/locale without their approval. An employee refusing such transfer shall be placed on layoff, and then may choose to exercise their rights under Article 21.04 and Article 21.05.

ARTICLE 10 MEAL AND REST PERIODS

10.01 Meal Periods

A person working a daily shift of five (5) hours or more shall have one (1) uninterrupted meal period of not less than thirty (30) or more than sixty (60) minutes without pay. Meal times for all employees will be scheduled by the Employer a minimum of two (2) weeks in advance.

10.02 Rest Periods

- (a) A person working a daily shift of three (3) hours or more but less than five (5) hours shall have one (1) uninterrupted rest period with pay.
- (b) A person working a daily shift of five (5) but less than **six (6)** hours shall have one (1) uninterrupted rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 10.01 above.
- (c) A person working a daily shift of **six (6)** hours or more shall have two (2) uninterrupted rest periods with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in Article 10.01 above. One (1) rest period shall be granted before and one (1) after the meal period.
- (d) A rest period shall be fifteen (15) minutes uninterrupted duration.
- (e) The Employer shall implement a rotation schedule for supervising students during the lunch break period. If an employee misses their meal **or rest** period due to supervising students, the employee may be authorized to take that time at the end of the shift. If not possible, the employee will be credited for the additional time worked, and shall be paid at the appropriate rate of pay, or they may take time off in lieu of pay. Time off in lieu may be taken by mutual agreement between the employee and the School

Principal.

10.03 Employees who are required to work in excess of one (1) hour of overtime on the completion of a **six (6)** hour shift shall be scheduled an uninterrupted fifteen (15) minute rest period with pay, at the conclusion of the first hour of overtime worked, and shall receive an additional fifteen (15) minute uninterrupted rest period with pay for each additional two (2) hours of overtime worked.

ARTICLE 11 OVERTIME

11.01 Overtime work shall not be performed or paid for unless authorized by the School Principal and/or designate.

11.02 All time worked in excess of **six (6)** hours in any one (1) day or in excess of **thirty (30)** hours in any one (1) week shall be paid for at the rate of time and one-half (1 ½) the employee's regular rate.

11.03 Employees may elect to take time off at overtime rates in lieu of pay for overtime. Time off may be taken by mutual agreement between the employee and management. Said compensating time off will be agreed to be taken or booked within ninety (90) days or paid out to the employee at the overtime rate at that time.

ARTICLE 12 GENERAL HOLIDAYS

12.01 All employees shall be eligible for the following holidays at their regular rates of pay:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

And any other statutory holiday as proclaimed by the Province of Manitoba or the Government of Canada.

12.02 In order for an employee to qualify for a general holiday, the employee must not have been voluntarily absent from his or her scheduled work day prior to or following such holiday. Vacation, sick leave or an authorized leave of absence shall not disqualify an employee.

12.03 The observance of Remembrance Day in Manitoba is subject to the provisions of the Remembrance Day Act, and shall be observed on the day it occurs.

Therefore, employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.

12.04 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Article 12.02, the employees shall be eligible to receive the holiday. However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as a holiday.

12.05 When a general holiday occurs on a Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Board.

12.06 When a general holiday occurs during an employee's annual vacation, he/she shall be allowed an additional day off at a time mutually convenient to the employee and the Employer.

12.07 Part-time employees shall receive general holiday pay based on their average daily earnings exclusive of overtime for the days on which they worked during the twenty-eight (28) calendar days immediately preceding the general holiday.

12.08 In no event will an employee's general holiday pay be less than five (5%) percent of an employee's gross earnings, excluding overtime in the twenty-eight (28) calendar days immediately preceding the general holiday.

12.09 Any employees working a general holiday as designated in Article 12 of this Agreement shall be paid the regular hourly rate they would have received had they not worked, plus an additional time and one-half (1 ½) said hourly rate for all time required to be on duty.

ARTICLE 13 **MINIMUM CALL-IN**

13.01 An employee called and required to return to school to deal with school related business by the Superintendent and/or designate, shall be paid for time worked, but in no event less than three (3) hours of pay at the appropriate rate of pay.

ARTICLE 14 **VACATIONS WITH PAY**

14.01 Employees shall be entitled to vacation payments based on the employee's regular pay, including all allowance and premium pays, but excluding overtime as follows:

Years of service	Vacation Entitlement	Vacation Payment
Less than three (3) years	Two (2) weeks	Four (4%) per cent
Completion of three (3) years but less than eight (8) years	Three (3) weeks	Six (6%) per cent
Completion of eight (8) years but less than thirteen (13) years	Four (4) weeks	Eight (8%) per cent
Completion of thirteen (13) years but less than twenty-three (23) years	Five (5) weeks	Ten (10%) per cent
Completion of twenty-three (23) years	Six (6) weeks	Twelve (12%) per cent

14.02 Vacation payments will be included on each paycheque.

14.03 The Employer's past practice, of allowing employees unpaid time off during the school year taking into account the operational requirements will continue.

ARTICLE 15 MANAGEMENT RIGHTS

15.01 The Employer has the right to operate the schools and to direct the staff covered by this Agreement as it may deem necessary for the most effective use of its resources. Such operation and direction includes the right to hire, suspend, discipline and discharge for just cause, to assign to jobs, to classify, to promote, to demote, to layoff, and to transfer employees between schools within a community/locale, to increase, decrease or re-organize the staff, both permanent and temporary; and to determine the necessary services; all of which are to be subject to the terms of this Agreement.

15.02 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The management, therefore, retains all rights not otherwise specifically covered in this Agreement.

15.03 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 16 HEALTH AND SAFETY

16.01 The Employer and the Union agree to maintain and develop working conditions which are conducive to the safety and health of all employees.

16.02 The Employer agrees to provide at no cost to the employee all safety equipment as required by the Workplace Health and Safety Legislation.

16.03 There shall be one (1) Health and Safety representative from the

bargaining unit on the Committee within the Division, said representative shall be elected or appointed by the Union. The Employer shall allow two (2) days with pay per year to the Health and Safety Representatives on the committee to attend safety and health seminars, conferences or courses. More than two (2) days may be granted but the Employer shall not be required to pay lost wages in excess of the two (2) days per year.

A full-time Union Representative may also attend the Health and Safety committee meetings as a guest from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, the Union office shall be provided with a copy of these minutes.

16.04 First aid stations and eye wash stations shall be provided for and maintained at various locations on the employer's premises and shall be available for employees to use when they are at work.

16.05 The Health and Safety Committee will address working conditions which may compromise employees safety including those resulting from working with students. The committee will review the effectiveness of current policies on a regular basis and recommend new approaches, procedures and techniques for prevention and risk management which may include guidelines regarding lifting of students, whether manually or using lift equipment.

ARTICLE 17 PAYMENT FOR MEETING/WORKSHOP ATTENDANCE

17.01 When the Employer requires an employee to be present at a meeting/PD day called by the Employer, time spent at such a meeting shall be considered as time worked, including attendance at a grievance meeting. Other costs for mileage, meals, or accommodation shall also be covered.

ARTICLE 18 STRIKES AND LOCKOUTS

18.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

ARTICLE 19 UNION REPRESENTATIVE'S VISITS

19.01 The Union Representative and full-time Health & Safety Representative, upon having notified the School Principal or his or her designate, shall be entitled to visit the schools to observe general working conditions and to interview employees in the manner set forth below.

19.02 The interview of an employee by a Union Representative shall be permitted after notifying the School Principal or his or her designate and shall be:

- (a) carried on in a place in the school designated by the School Principal or his or her designate;
- (b) held whenever possible during the employee's lunch period, or rest period. However, if this is not practical;
- (c) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of the School Principal or his or her designate.

19.03 All interviews and visitations shall be held at such time and in such manner as will not interfere with service to the students and administration.

ARTICLE 20 LEAVES OF ABSENCE

20.01 Personal Leave

- (a) All regular full-time and part-time employees will be entitled to four (4) days of personal leave per year.
 - 1) 1st day – no deduction
2nd day – deduction of 50% of daily rate of pay
3rd day – deduction of 100% of daily rate of pay
4th day – deduction of 100% of daily rate of pay
 - 2) The days referred to above may not necessarily be consecutive work days.
- (b) **Scheduling of personal leave shall be subject to the approval of the Superintendent and/or designate upon the employee having provided reasonable notice in the request for leave.**
- (c) **There shall be no carryover of personal leave to the next school year.**
- (d) For the purposes of this benefit, the term "year" shall refer to July 1 to June 30.
- (e) All personal leave shall be subject, upon application, to the approval of the Superintendent and/or designate.

20.02 **Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union.

20.03 **Convention/Conference/Education Leave**

An employee who has been elected or appointed by the Union to attend Union conventions or other business of the Union shall be granted a leave of absence without pay for this purpose if such leave does not interfere unduly with the operation of the employer. The Union will be responsible for requesting such leave on behalf of the employee and shall reimburse the Employer for all salary and fringe benefit costs for the period of the absence.

20.04 **Negotiation Leave**

The Employer agrees to allow a maximum of two (2) employees time off with pay for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

20.05 **Jury Duty Leave**

All employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury services, including jury selection, and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off.

20.06 **Witness Leave**

Employees required to appear in court as a witness on behalf of the Crown or the Employer will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days.

20.07 **Bereavement/Serious Illness Leave**

Bereavement/serious illness leave shall be granted with pay according to the following terms:

- (a) Five (5) working days off with pay shall be granted in the

event of the death, or serious illness as diagnosed by a medical doctor, of a member of the employee's immediate family and/or the employee's spouse's immediate family. Immediate family for both the employee or his or her spouse shall mean spouse, common-law spouse, child, grandchild, parent, brother or sister, including step and foster relationships.

- (b) Three (3) working days off with pay shall be granted in the event of the death, or serious illness as diagnosed by a medical doctor, of an employee's son-in-law or daughter-in-law.
- (c) One (1) working day off with pay shall be granted in the event of the death of an employee's or the employee's spouse's or common-law spouse's grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, including step and foster relationships. One (1) additional working day off with pay shall be granted in situations where travel time is required to attend the funeral.
- (d) One (1) working day off **with** pay shall be granted to any employee **acting as an active pallbearer or eulogist** at a funeral.

The Employer may grant additional leave for the above or other related causes deemed necessary. It is the responsibility of all employees to obtain permission from the School Principal or his or her designate prior to taking such leave

20.08

Maternity Leave

A female employee who has completed seven (7) consecutive months of employment shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be reinstated by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

When an employee is able to return to work after maternity leave, she shall provide the Employer with at least four (4) weeks notice.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Accumulated paid sick leave and/or group insurance benefits

required because of a medical condition directly attributable to pregnancy, will be granted to employees under the same conditions as these benefits are granted to other employees.

20.09

Parental Leave

(A) **Entitlements**

Every employee

- (a) who,
 - (i) becomes the natural parent of a child, or
 - (ii) assumes actual care and custody of a newborn child, or
 - (iii) adopts a child under the law of a province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave; and
- (c) who has completed seven (7) consecutive months of employment; Is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks, in accordance with the Employment Standards Code of Manitoba

(B) **Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(C) **Late Application for Parental Leave**

When an application for parental leave under subarticle (A) above is not made in accordance with subarticle (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the same or comparable position occupied at the time such leave commenced.

20.10 The requesting and granting of leaves of absence shall be in writing.

20.11 **Family Responsibility Leave**

Time off with pay will be granted to an employee for illness in an employee's immediate family and/or the employee's spouse's immediate family. Immediate family for both the employee and his or her spouse shall mean spouse, common-law spouse, dependent child, or parent, including step and foster relationships. A maximum of **four (4) days, effective date of ratification** in each calendar year shall be granted for family responsibility leave. The days shall be deducted from an employee's sick leave accumulation.

20.12 **Compassionate Care Leave**

Employees may request time off for compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed eight (8) weeks in total. Said compassionate care leave shall be consistent with the Employment Standards Code of Manitoba.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 20.07 of this Collective Agreement (Bereavement/Serious Illness Leave).

20.13 **Extended leave of absence**

A leave of absence of up to one year without pay for personal reasons may be granted to an employee who has five (5) or more years of service. Said employee will be reinstated in the same or comparable position with at least the same salary and benefits, upon completions of their leave. An employee will

be eligible for a second leave of absence after ten (10) years of service.

20.14 **Confirmation of Leave**

The Employer agrees to respond to all leave of absence requests as soon as reasonably possible, but no later than two (2) weeks after the request is submitted by the employee.

ARTICLE 21 SENIORITY

21.01 Seniority shall be defined as the length of continuous service with the Fort La Bosse School Division within the bargaining unit since most recent date of hire into the bargaining unit. Continuous service shall include any previous employment with the Division in what was formerly called a “term” position, provided the “term” position(s) terminated within twenty-eight (28) months of the commencement of the next employment.

21.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence and during all layoffs.

21.03 Seniority shall be considered broken and services terminated if an employee:

- (a) is duly discharged by the Employer and not reinstated through the grievance and arbitration procedure of this Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of twenty-eight (28) months or is called back to work after layoff and does not return to work within ten (10) working days of receiving a registered letter to his or her last known address unless a satisfactory reason is given by the employee;
- (d) is absent from work without a written leave of absence for more than three (3) consecutive scheduled working days unless a satisfactory reason is given by the employee;
- (e) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee.

21.04

Layoff

- (a) A layoff shall be defined as a reduction in the workforce.
- (b) Employees shall be laid off in reverse order of their seniority, by community/locale, provided that those employees retained have the qualifications, skills and abilities to perform the jobs remaining. The Employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff or in the absence of such notice shall grant pay in lieu thereof, or the *Employment Standards Code*, ESC CCSMcE110, 2007, whichever provides the greater notice or in absence of such notice shall grant pay in lieu thereof.

21.05

Recall from Layoff

Employees shall be recalled in order of their seniority where jobs become available, provided they have the ability to perform such job. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The recalled employee shall have ten (10) working days from receipt of notice to respond. The employee shall keep the Employer advised at all times of his or her current address. No new employees shall be hired within the Division until those laid off who possess the ability to perform the work have been given the opportunity of recall. An employee may decline recall to a position outside their community/locale without jeopardizing their layoff and employment rights.

21.06

Reduction to Part-time

Reverse order of seniority within community/locale shall be applied in all matters concerning a reduction to part-time status.

21.07

The Employer agrees that any additional hours of work that become available will first be offered to present part-time employees on a school by school basis, by seniority, provided the more senior employee is not already scheduled to work at that time and has the ability to perform the normal requirements of the job. If no active employee is available or able to accept the additional hours, the additional hours shall be offered to employees on layoff in order of seniority, in which case the period of recall shall be extended by the equivalent number of days worked.

When no active employee or employee on layoff is available to accept additional hours, the position will be advertised.

21.08

The Employer shall provide the Union with all the necessary employee information concerning matters of new hires, job postings, job awards, promotions, demotions, and transfers. This information will be provided to the Union on

a current basis.

21.09 The Employer agrees to provide the Union every six (6) months with a seniority list of employees within the area covered by the Collective Bargaining Agreement.

ARTICLE 22 JOB POSTINGS / VACANCIES & NEW POSITIONS

22.01 During the school year, when a vacancy occurs or a new position is created within the bargaining unit and the Employer requires that the vacancy or new position be filled, the Employer shall post notice of the vacancy or new position on the appropriate notice boards for a minimum of five (5) working days. The notice of vacancy or new position shall contain statements regarding the posted position which shall state the classification, place of employment, normal hours of work, wage rate, qualifications, skills and abilities required, and the closing date for applications. Prior to filling a vacancy, the Employer will e-mail and mail a copy of the job posting to each employee on the date it was posted during the summer, Christmas and Spring Break periods. The Employer will also forward a copy to the Union office. Once a candidate has been selected, the filling of the vacancy will not be unreasonably delayed. Should such circumstances arise, the Union will be advised in writing.

22.02 The Employer will notify the successful applicant as soon as possible following the posting period, and in any event, no later than three (3) working days. In the case of new hires, the employee will be deemed to have been employed as of the first day of commencement of work.

22.03 When choosing the successful applicant for a new or vacant position, the Employer shall base its decision on the applicant's qualifications, demonstrated skills and ability. If in the opinion of the Employer qualifications, skills and ability are relatively equal between applicants, then seniority shall prevail.

22.04 If an existing employee is the successful applicant for a posted position, the employee will be placed in the new position or vacant position for a trial period of not more than forty-five (45) working days. In the event the employee is unable or does not wish to complete the trial period or cannot satisfactorily perform the job during the trial period, he or she shall be returned to his or her former position, wage or salary rate, without loss of seniority, and any other employee whose position has been affected shall also be returned to their respective former positions, wage or salary rate, without loss of seniority.

22.05 The Employer shall post on the appropriate notice boards, the name of the successful applicant who has been chosen to fill any vacancy and/or new position that has been posted for bids. The Union office will be notified of the name of the successful applicant.

ARTICLE 23 PAYMENT OF WAGES

23.01 Employees will be paid for all scheduled work as authorized by the Superintendent or designate. For work which extends beyond the employee's normal daily shift, the employee may choose to take the pay, or they may choose to take time off in lieu of pay at the appropriate rate. Time off may be taken by mutual agreement between the employee and the School Principal. An employee required to sleep over while on authorized work shall be paid a sleepover allowance of up to eight (8) hours at the provincial minimum wage.

23.02 The Employer shall pay salaries and wages in accordance with Appendix "B" attached hereto and forming part of this Agreement. All employees covered by this Agreement will be paid by direct deposit to the financial institute of the employee's choice, on a monthly basis with a mid-month allowance of one-half (1/2) of their respective monthly salaries.

23.03 If a new position is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party the matter shall be submitted to the arbitration procedure in Article 26 of this Agreement.

ARTICLE 24 COURT'S DECISION

24.01 In the event of any articles or portions of this Agreement being held improper or invalid by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 25 ADJUSTMENT OF GRIEVANCES

25.01 Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

25.02 **Prior to initiating the formal grievance process any employee, the Union or the Employer who has a difference regarding the interpretation, operation or alleged violation of the collective agreement shall communicate with the other party to the agreement to discuss the difference and both parties shall make an earnest effort to resolve the difference.**

Failing resolution of the difference, any employee, the Union or the Employer may present a written grievance. Any grievance which is not presented within thirty (30) working days following the event giving rise to such grievance shall be

forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.

25.03 All grievances must be submitted in writing.

25.04 The term “working days” as used in this article shall mean days other than Saturday and Sunday or a paid holiday referred to in Article 12, General Holidays, of this Agreement.

25.05 The procedure for adjustment of grievances and disputes shall be as follows:

Step I The School Principal or designate must reply to the grievance in writing within ten (10) working days, a copy of which shall be given to the grievor and a copy forwarded to the Union.

Step II Failing a satisfactory settlement in Step I, the employee and/or the Union Representative shall submit the written grievance to the Board of Trustees or Personnel Committee of the Division within ten (10) working days of the receipt of the decision of the School Principal or designate. The Board of Trustees through the Personnel Committee shall render their decision within ten (10) working days.

25.06 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 26 Arbitration.

25.07 **Extension of Time lines**

It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure, may only be extended by mutual agreement between the Union and the Employer.

ARTICLE 26 SELECTION OF AN ARBITRATOR

26.01 When either party requests that a grievance be submitted to arbitration the request shall be made in writing, addressed to the other party to the Agreement.

26.02 The grievance shall be submitted to an Arbitrator, who shall be chosen in rotation starting from the top of the following list:

Mr. Gavin Wood

Mr. John Korpesho

26.03 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted must present an arbitrable issue under this Agreement.

26.04 The decision of the Arbitrator shall be final and binding on both parties and on any employee affected by it. The Arbitrator's expenses shall be borne one-half (1/2) by the Employer and one-half (1/2) by the Union.

26.05 **Time Limits**

The time limits in both the Grievance and Arbitration procedures may be extended by mutual consent of the parties to this Agreement in writing.

26.06 In the event a grievor or the Union or Employer fail to process the grievance, within the time limits as set out above or as amended by agreement under Article 26.05, Time Limits, the grievance shall be deemed to be abandoned or conceded, as the case may be.

26.07 An Arbitrator referred to above, who has been requested to act as the Arbitrator when the grievance is withdrawn or resolved by the parties, shall act as the Arbitrator on the subsequent arbitration referred to above. Should the Arbitrator be unable or unwilling to convene a hearing within forty-five (45) calendar days of their appointment, either party to the arbitration may at that time proceed to the Manitoba Labour Board to have another arbitrator appointed who can meet the forty-five (45) calendar day requirement.

26.08 The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

26.09 In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

26.10 **Disagreement on Decision**

Should the parties disagree as to the meaning of the arbitrator's decision, both parties may jointly apply to the arbitrator to clarify the decision, which the arbitrator shall do within five (5) days.

ARTICLE 27 LABOUR / MANAGEMENT RELATIONS

27.01 A Labour/Management Relations Committee shall be appointed consisting of an equal number of representatives from the Union and the Employer. There shall be a maximum of four (4) representatives from each party. The Committee shall meet on request of either party and at least every third month for the purposes of discussing matters of mutual concern. The Committee shall discuss and make recommendations relating to improving and maintaining a healthy working environment. Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.

ARTICLE 28 DISCIPLINE/DISCHARGE

28.01 The Employer agrees when interviewing employees for the purpose of their work record and when said interview is to be recorded on the employee's personnel file at the Division Office, that a Shop Steward and/or Union Representative shall be present at all times. The time taken to travel to and attend this interview is to be considered as time worked for both the employee and their Shop Steward or designate.

28.02 The Employer agrees, when submitting written notices of warning, disciplinary action or dismissal, to give a copy to the employee concerned with a reason for same in full, and to provide the Union with a notice by fax forthwith.

28.03 The Employer will remove all written disciplinary notices from the employees personnel file after eighteen (18) calendar months. The Employer shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of eighteen (18) calendar months shall not include periods of layoff or periods of leaves of absence without pay.

28.04 Access to Employee's Personnel File

Employees covered by this Agreement will have visual access to their own personnel file. Requests to view this file must be sent to the Secretary Treasurer and an appointment will be made to accommodate the request. The Employer will have its representative present when an employee is examining their personnel file. It is understood that employees may make copies of any documentation contained in their personnel file. An employee's reply to any document contained in his or her personnel file will also be placed in the employee's personnel file. The employee's personnel file shall be located in, and maintained by, the Division office.

ARTICLE 29 BULLETIN BOARDS

29.01 The Employer shall allow the Union to install its bulletin boards for

the purpose of allowing the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of each bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place. All notices posted will be posted only by Union Representatives and will be in keeping with the spirit and intent of the Agreement.

ARTICLE 30 WORKERS COMPENSATION BENEFITS

30.01 When an employee is unable to work as a result of an injury or illness incurred in the course of his/her duties, the employee will inform the Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer will be provided without undue delay.

30.02 In situations where the Workers Compensation board disentitles an employee from receiving benefits for any reason whatsoever and where in such instances the employee files an appeal challenging the Workers compensation Board's decision to disentitle him/her from receiving these benefits, the Employer agrees to immediately apply the provisions of the Collective Agreement concerning sick leave. In such instances the employee agrees that if his/her appeal is accepted by the Workers Compensation Board that the Employer will then be reimbursed for all monies owing to them.

30.03 In the event of a compensable accident, the affected employee shall be paid by the Employer for the remainder of his or her work day.

30.04 If an employee is required to take time off work to receive follow-up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and the Employer agrees to immediately apply the provisions of the Collective Agreement concerning sick leave. Any resulting lost wages that may occur shall be paid for in total by the Employer. The employee shall comply with all regulations so that the Employer can make a claim to retain the amount the Workers Compensation board would normally pay for such lost time. Where possible, the employee shall schedule such time outside of working hours.

ARTICLE 31 HEALTH AND WELFARE

31.01 Health and welfare benefits shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

ARTICLE 32 HARASSMENT

32.01 The Employer and the Union agree that no form of harassment shall be condoned in the workplace. Both parties will work together in recognizing and resolving such concerns as they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

32.02 The Employer's policy on harassment, developed in accordance with Manitoba Workplace Safety and Health legislation and regulations, shall be posted on bulletin boards in appropriate locations. Any situation involving harassment shall be dealt with in accordance with the procedures contained in the Employer's harassment policy.

ARTICLE 33 JOB DESCRIPTION

33.01 The Employer agrees to prepare job descriptions of those positions for which the Union is the bargaining agent.

 These descriptions shall be presented to the Union and shall be the basis for outlining the duties of the respective classifications.

ARTICLE 34 PERMANENT SCHOOL CLOSURE

34.01 In the event of a permanent school closure within the Division, the following process for placing affected employees will take place.

- (a) Senior affected employees shall be offered the opportunity to stay in their community/locale at another school, over employees junior to them.
- (b) The senior affected employee may elect to be assigned to replace the least senior employee within their current community/locale.
- (c) If the senior affected employee chooses not to exercise their seniority within their own community/locale as in (b) above, or is the least senior employee within their community/locale, they may elect to be assigned to replace the least senior employee within the Division.
- (d) Where there are no less senior employees within the Division, the affected employee shall be placed on layoff.
- (e) The affected employee identified by this article who is moved

to another school shall continue to be paid at their current step on the salary grid.

- (f) An employee assigned to replace an employee in another community/locale in accordance with the above process shall have the opportunity to be considered for a vacant position in their original community/locale that is to be filled, prior to the posting of positions under Article 22.

ARTICLE 35 NOTICE OF TERMINATION

35.01 The notice period for terminating the employment of an employee is the applicable notice period set out in the following table for the employee’s period of employment with the Employer:

Period of Employment	Notice Period
Less than 1 Year	1 week
At least 1 and less than 3 years	2 weeks
At least 3 and less than 5 years	4 weeks
At least 5 and less than 10 years	6 weeks
At least 10 years	8 weeks

If notice is not provided as above, the Employer shall award pay in lieu of notice. Exceptions to these notice requirements are as set out in the Employment Standards Code and are hereby incorporated into this Collective Bargaining Agreement. Notice requirements by the employee shall be as per the Employment Standards Code.

ARTICLE 36 MILEAGE

36.01 An employee using their personal vehicle in performance of duties as requested by the School principal, or designate, shall be reimbursed for mileage at the Divisional mileage rate.

ARTICLE 37 NEW HIRE ORIENTATION PACKAGE

37.01 The Employer agrees to provide each new employee, within thirty (30) days of hire, a comprehensive orientation package. Said package will contain a written explanation of how wages are structured and paid, current contact information for questions or concerns regarding payroll, benefits and pension information, and a current job description.

ARTICLE 38 EXPIRATION AND RENEWAL

37.01 This Agreement shall be in effect from **November 2, 2014** and shall remain in force until **June 30th, 2017** and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2014.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Sick Leave

A-1.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers Compensation Act. **Accumulated sick leave credits may be utilized for medical and dental appointments.**

A-1.02 All employees will be credited with twenty (20) days of sick leave on the first day of the fall term of each calendar year.

A-1.03 Unused sick leave days at the end of that same school year will be carried forward as available sick leave days for subsequent years.

A-1.04 The maximum number of available days that may be carried forward will not exceed **one hundred and twenty (120) days effective date of ratification and one hundred and twenty-four (124) days effective September 1, 2015.**

A-1.05 For the purpose of this appendix one (1) year is defined as the school year, as designated by the provincial government Minister responsible for Education.

A-1.06 Employees must notify the School Principal or designate with the earliest possible notice prior to their normal start time on the day they are unable to report for work.

A-1.07 Employees may be required to produce a certificate from a qualified medical practitioner for any illness or injury in excess of three (3) days, certifying that such employee is unable to carry out their duties. For other instances of sick leave where abuse of sick leave may be suspected, the Employer may request a medical certificate.

A-1.08 Employees returning to work following a lengthy illness may be asked to submit a doctor's certificate stating that the employee is able to return to their regular duties.

A-1.09 When an employee's sick leave is exhausted, the procedures for the Employer and the status of the employee are as follows:

- (a) For the period of twelve (12) calendar months from the day

sick leave is exhausted an employee shall have rights to his/her position.

- (b) During the above period, upon the request of the Employer, the employee must provide periodic medical reports from the doctor regarding their expected date of return.
- (c) During the above period, if the Employer requires the position to be filled, it will do so with temporary staff or reassignment of existing staff.
- (d) Following the period of time provided for in (a) above, the employee, if medically fit to return to work, shall be given preference for any vacancy he/she is qualified and able to do.
- (e) Following the initial twelve (12) month period, if the Employer requires the position to be filled on a permanent basis, it will be posted in accordance with Article 22, Job Postings/Vacancies and New Positions, of the Collective Agreement.
- (f) **Proof of Illness**

The Division reserves the right to require a certificate from a duly qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for sick leave.

A-1.10 In **September** of each calendar year, the Employer will provide **the union office** with a report containing the total amount of accumulated paid sick leave **each** employee is entitled to as of that time. **Each employee's accumulated paid sick leave amount will appear on his or her paystub.**

A-1.11 **Payment for Medical Certificate**

The Employer will reimburse an employee for the cost of any medical certificate requested and/or required by the Employer.

A-1.12 Sick leave is not payable to an employee who, in respect of injury resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance ("M.P.I.") to the extent that such benefits and paid sick leave exceed the employee's normal salary and up to the maximum number of sick leave days accumulated by the employee. In such cases, the amount in excess of the employee's normal salary the employee shall reimburse the Division the amount of

benefit received from M.P.I. Upon repayment of such funds, the employee's amount of sick leave for which funds were reimbursed, will be credited back to their sick leave accumulation.

A-2 Group Life / Accidental Death and Dismemberment and Pension Plan

A-2.01 The Employer will administer the Manitoba Public School Employees Group Life Insurance Plan #22727 and the Manitoba School Board Association Non-Teaching Employees Pension Plan in accordance with the terms and conditions of the master policies of said plans.

A-2.02 Unless otherwise excluded, all employees shall participate in the plans and shall participate in accordance with the terms and conditions of said plans.

A-2.03 The Employer agrees to notify the Union and the affected employees forthwith whenever changes are made to the Plans referenced in A-2.01 above.

A-3 Long Term Disability Benefit

The Employer will administer the Manitoba Teachers' Society Disability Benefits Plan (long term disability benefit) in accordance with the terms and conditions of the master policies of the plan. The plan currently provides eligible employees partial income replacement during a period of disability, as per the terms of the plan. There is an eighty (80) working day waiting period. Premiums are paid by the employee and participation by employees is mandatory.

A-4 Retirement Savings Plan

A-4.01 The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in the United Food and Commercial Workers Union, Local No. 832, Group Retirement Savings Plan.

A-5 Education and Training Trust Fund

A-5.01 On July 1 of each year, the Employer shall contribute six hundred (\$600.00) dollars into the Union's Education and Training Trust Fund.

A-6 Extended Health Plan

A-6.01 The Employer will administer the Manitoba Teachers' Society

Group Health care benefits (Blue Cross) in accordance with the terms and conditions of the master policies of the plan. The plan currently provides eligible employees with extended health coverage including but not limited to ambulance service, medical appliances, paramedical practitioners, prescription drugs and travel health. Participation by employees is optional.

APPENDIX "B"

WAGES

B-1 Classification and Rates of Pay

Educational Assistants

	CURRENT	July 1 st , 2014	July 1 st , 2015 +2.0%	July 1 st , 2016 +2.5%
START	14.31	14.79	15.09	15.46
Step 1	14.79	15.62	15.93	16.33
Step 2	15.24	16.17	16.49	16.91
Step 3	15.70	16.86	17.20	17.63
Step 4	16.16	17.72	18.07	18.53
Step 5	16.64			
Step 6	17.12			

Speech Assistants

	CURRENT	July 1 st , 2014	July 1 st , 2015 +2.0%	July 1 st , 2016 +2.5%
START	15.65	16.12	16.44	16.85
Step 1	16.12	16.82	17.16	17.59
Step 2	16.57	17.52	17.87	18.32
Step 3	17.05	18.22	18.58	19.05
Step 4	17.53	19.10	19.48	19.97
Step 5	17.98			
Step 6	18.45			

B-2 Progression on Scale

All employees in the bargaining unit will progress to the next step on the scale until maximum salary is reached, on the first of the month following the completion of one (1) year of service since last increment date. For the purpose of this appendix, one (1) year is defined as the full-time equivalent of ten (10) months of actual paid service.

Increment increases that are due shall be delayed by one (1) month for each instance where a person works no hours in a calendar month due to an unpaid authorized leave of absence.

B-3 Retroactive Pay

All employees shall receive full retroactive pay to **July 1, 2014**, for all hours worked and/or paid, and for all premiums. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

B-4 In Charge Premium

Effective date of ratification, employees will receive an in charge premium of two dollars (\$2.00) per hour above their hourly rate for supervising a class in the absence of a teacher or substitute teacher.

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the *United Food & Commercial Workers Union, Local 832*, and *Fort la Bosse School Division*, contain the following statements:

“The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term “hired or rehired” shall not apply to employees who are on layoff.

The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

The Employer shall forward Exhibit One as attached to this Agreement, duly completed, to the Union within ten (10) calendar days for the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing said Exhibit One”.

Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 <small>Manitoba, Canada</small>				CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)				
COMPANY NAME		TITLE/LOCATION		DEPARTMENT/NO.			
CLASSIFICATION	EMPLOYER NO.			FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>		
				PART-TIME <input type="checkbox"/>	OTHER _____		
I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared that I am not a member of any other union. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I also authorize the Union to use my personal information for the purposes of privacy and protection of personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.							
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE			
X							

Visit the Union's website @ www.ffcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5655 or 1-888-852-6832.

LETTER OF UNDERSTANDING #1
(Educational Assistants)

BETWEEN:

**FORT LA BOSSE SCHOOL
DIVISION** hereinafter referred to
as the "Employer",

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION, LOCAL NO. 832,**
chartered by the United Food &
Commercial Workers International
Union, hereinafter referred to as
the "Union".

RE: Professional Development and Administration Days

In light of the budgetary restraints the Division is facing for the 2020/2021 school year. The Division approached the Union and its membership about reducing the number of paid Professional Development and Administration days by nine (9) from what is currently that practice and outlined in Article 8.04 of the CBA.

Article 8.04 of the Collective Bargaining Agreement states the following:

8.04 **Work Year**

The normal work year shall be consistent with the school year as determined by Manitoba Education, inclusive of Professional Development and Administration days as determined by the Minister of Education.

The membership voted on this amendment and it is agreed between the parties on a without prejudice/precedent basis, nine (9) paid Professional Development and Administration days will be eliminated for the 2020/2021 school year.

This letter will expire at the end of the 2020/2021 school year.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF November, 2020.

FOR THE UNION:

FOR THE EMPLOYER:
