



COLLECTIVE AGREEMENT

Between

GARDEN VALLEY SCHOOL DIVISION

and

EDUCATION, SERVICE AND HEALTH CARE UNION (CLAC), LOCAL NO. 306

affiliated with the

CHRISTIAN LABOUR ASSOCIATION OF CANADA

for

EDUCATIONAL ASSISTANTS

July 1, 2015 – June 30, 2018

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COLLECTIVE AGREEMENT

between

Garden Valley School Division
(hereinafter referred to as “the Employer”)

and

Education, Service and Health Care Union (CLAC), Local 306
affiliated with the
Christian Labour Association of Canada
(hereinafter referred to as “the Union”)

for

Educational Assistants

July 1, 2015 to June 30, 2018

DEFINITIONS

Types of Employees:

- x.01 “Full-time employee” and “part-time employee” means an employee who regularly works on a regular and recurring basis.
- x.02 “Temporary employee” means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. A temporary employee is sometimes referred to as a “term employee.”
- x.03 “Casual Employee” means an employee who is employed on an irregular and unscheduled basis. A casual employee is not covered by the Agreement. Casual employees shall be paid the rate of pay as per Schedule “A” for the position they assume. Casual employees are sometimes referred to as “subs” or “spares.”
- x.04 The masculine shall be construed as including the feminine; the feminine shall be construed as including the masculine, and the singular the plural, and the plural the singular where required.

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer, the Association and the employees, to provide for settlement of grievances and to maintain satisfactory working conditions, wages and benefits for all employees subject to this Agreement.

Generally, through Administration of all the terms and provisions contained herein; to develop and achieve a positive working relationship between the Employer, the employees, and the Union.

The parties agree to act reasonably, fairly, in good faith, and in a manner consistent with the collective agreement as a whole.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and as classified in Schedule "A".
- 2.02 This Agreement covers all employees of the Employer as outlined in Certificate No. MLB-6746 issued by the Manitoba Labour Board, that is: "All Educational Assistants, ASL Interpreters/Tutors and cosmetology Technical Assistants, employed by the Garden Valley School Division in the Province of Manitoba, except those excluded by the Act." This agreement shall also cover Braillests/Educational Assistants for the Visually Impaired and Power Mechanics Technical Assistants employed by the Garden Valley School Division.
- 2.03 The Employer agrees that the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 There shall be no revision, amendment, or alteration of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.
- 2.05 **Management Rights**
Subject to the provisions of this agreement, the operation of the school system and direction of all employees, including the right to hire, suspend, or discharge for just cause, to assign to jobs, to promote, to transfer employees; to increase, decrease or reorganize all staff, and to determine the service necessary, is clearly a function of management and is vested exclusively in the Division.
- 2.06 The Employer shall provide bulletin board facilities for the use of the Union at each school site within the Division.

Job postings and changes in Board policy that affect the members of this Bargaining Unit shall be posted on the bulletin boards.

ARTICLE 3 - SCOPE

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement. The parties shall thereafter attempt to negotiate a mutually agreeable provision to be substituted for the affected provision. Should the parties be unable to reach agreement, the matter will be deferred until the next subsequent round of collective bargaining.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a. The Union has the right to elect or appoint stewards and/or a school contact for each school in the Garden Valley School Division. The Steward is a representative of the employees in certain matters pertaining to this Agreement, including the processing of grievances. A School Contact shall facilitate communication between the Union and bargaining unit members serving as a point of contact in each school. At no time shall there be a Steward and a separate School Contact in a single school.
 - b. CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law. CLAC Representatives shall have the right to visit members at their place of employment, provided they have received authorization from the Superintendent or designate and provided such visits do not disrupt the delivery of service. Such visits will not be unreasonably denied.
- 4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 4.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably, but where such meetings exceed ten (10) minutes they shall be scheduled whenever possible during rest and meal periods, or outside working hours. Disciplined employees instructed to leave the premises shall be permitted to contact a Steward or Union Representative at the time of leaving the premises.
- 4.04 The Union has the right to appoint or elect members to a Negotiating Committee. One (1) member of the union bargaining committee shall suffer no loss of wages when such negotiations take place during the employees' regularly scheduled shift.
- 4.05 There shall be no Union activity on the Employer's time except as provided for in this Agreement, or unless otherwise authorized by Management.

ARTICLE 5 - WORK STOPPAGES AND SLOWDOWNS

- 5.01 The parties agree to abide by the provisions of Part V, Lockouts and Strikes of the Manitoba Labour Relations Act.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

- 6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to members of the bargaining unit MLB-6746 for employment within this bargaining unit, provided such applicants possess the required qualification, ability, skills and experience for the position.

- 6.02 A new employee shall be placed on a sixty (60) working day probationary period and upon completion of their probationary period their seniority will be dated back to their first day of employment.
- 6.03 Employees on probation are covered by the Agreement except those provisions which specifically exclude such employees.
- 6.04 Neither the Employer nor the Union will compel employees to join the Union. The Employer and the Union will not discriminate against any employee because of union membership or lack of it. The Employer will inform all new employees of the contractual relationship between the Employer and the Union.
- 6.05 The Division and the Union agree that there shall be no discrimination or harassment as per the Human Rights Code. The Employer shall post their harassment policy(s). Complaints will be thoroughly investigated.

ARTICLE 7 - UNION DUES

- 7.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 7.02 The Employer is authorized to and will deduct monthly union dues, or a sum in lieu of Union dues, and where applicable, an amount equal to Union dues arrears and Union administration dues, from each employee's pay as a condition of employment whether or not she is a Union member. Deductions will be made effective from the date of hire for all employees.
- 7.03 The total amount deducted will be mailed to the Union's regional office within two (2) weeks of the end of each month, together with a minimum of an itemized list of the name, address, date of hire, hours worked, and the amount deducted off for each employee.
- 7.04 The Union shall provide to the Division at least one (1) month's notice of any change to the dues structure.
- 7.05 The Union agrees and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of Union dues as provided for above.

ARTICLE 8 - JOB OF PAY

- 8.01
- a. Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it.
 - b. Where an Employee is requested to take on the responsibilities of another employee in a different job title, or another employee not covered by this collective agreement and accepts those responsibilities for more than five (5) consecutive days, she shall be compensated at a rate commensurate with the rate established by the Employer for that

classification, retroactive to the first day. In no cases shall the Employee be paid less than the hourly rate they normally receive for their position.

- 8.02 New classifications may be established by mutual agreement between the Employer and the Union. Wage rates for such new classifications shall be negotiated. If negotiations fail to produce an agreement then the rates shall be settled by arbitration under this Agreement.
- 8.03 Wages will be paid bi-weekly. Pay cheques shall identify total hours paid for at corresponding rates of pay, vacation pay, general holiday pay, premiums and all other deductions.
- 8.04 Where Employees are required to attend staff meetings or committee meetings, such time shall be considered time worked.
- 8.05 For the purpose of placement on the wage grid, where a temporary employee is hired into a permanent position with no break in service, the employee's accumulated hours shall be credited to the start of their employment with the employer as a temporary employee.
- 8.06 Interest shall be added to any retroactive payment to an employee when the amount exceeds \$100, at the Employer's average deposit interest rate over the last twelve (12) months.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 When an employee is required to and directed to work beyond their regularly scheduled shift, but less than eight (8) hours in any one day, the Employer will arrange for an equivalent number of hours off within the school year at a mutually agreeable time. In the event that it is not operationally feasible to arrange for said time off the employer will compensate employees at their regular rate of pay for all outstanding banked time accumulated under Article 9.01 on the final pay cheque of the school year.
- 9.02 All hours worked in excess of eight (8) hours in a day, or forty (40) hours per week, shall be deemed overtime. An employee who is authorized to work overtime shall be compensated at one and one-half (1 1/2) times the regular rate of pay or banked at one and one-half (1 1/2) hours per hour worked. All banked time under Article 9.02 shall be taken or compensated for in accordance with the Employment Standards Code.

When an employee is in an overtime situation, this clause shall apply to all hours in excess of eight (8) hours a day, and 9.01 shall apply for the extra hours worked above the regular scheduled hours but less than nine (9) hours.

- 9.03 Banked time accumulation shall not normally exceed the equivalent of three (3) working days in any one school year.
- 9.04 Employees who work in excess of five (5) hours per day are entitled to a minimum of one (1), thirty (30) minute unpaid meal-break during the day. Employees shall be entitled to at least one (1), fifteen (15) minute health break with pay during a shift of more than three and a half (3½) hours.
- 9.05 On early dismissal days, employees will be required to work their normal shift.

ARTICLE 10 - SENIORITY, LAYOFF, AND RECALL

- 10.01 The parties recognize that length of continuous service shall be one of the factors in the awarding of job postings and in the layoff and recall of employees. Seniority is the ranking of employees in accordance with their length of continuous employment with the Employer based on date of hire. Seniority shall be recognized as follows:
- a. **Location Specific Seniority**
The ranking of employees in any one school in accordance with their length of service within the Division based on the employee's most recent date of hire,
 - b. **Divisional Seniority**
The ranking of employees in accordance with their length of service within the Division based on the employee's most recent date of hire.
- 10.02 An employee shall retain and accrue seniority if she is absent from work because of:
- a. illness or accidents, up to one hundred and nineteen (119) calendar days;
 - b. an authorized leave of absence of up to thirty (30) days;
 - c. compassionate, Union or maternity/parental/adoptive leave;
 - d. lay-off during the summer break period, Christmas and Spring Break periods.
- 10.03 An employee shall retain but not accrue seniority if:
- a. she is absent because of illness or accident over the period in excess of one hundred nineteen (119) calendar days;
 - b. she accepts a position outside of the bargaining unit but within the Division for a period of not greater than twelve (12) months, after which all seniority rights shall cease. By mutual consent the parties may agree to extend said twelve (12) month time frame;
 - c. she is on an authorized leave of absence in excess of thirty (30) days but less than one (1) year;
 - d. she is laid off in excess of the summer break but less than fourteen (14) months.
- 10.04 An employee's seniority shall be forfeited and her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- a. she is discharged for cause and is not reinstated;
 - b. she resigns in writing; and is not re-hired by the division within the subsequent six (6) calendar months;
 - c. she is laid off for a period greater than fourteen (14) months;
 - d. she does not return to work from layoff within five (5) working days of being notified to do so;
 - e. she is on leave of absence greater than one (1) year; Exceptions include medical and/or any qualifying leaves under Employment Standards; other exceptions may be made by mutual agreement between the Employer and the Union;

- f. she fails to return to work following an authorized leave of absence.

In all instances, an employee re-hired by the Division within six (6) months, excluding summer holidays, of a voluntary termination, and in all cases provided for in Article 10.02 and Article 10.03, the employee shall be paid at the rate commensurate with their prior length of service.

- 10.05 A seniority list shall be prepared by the Employer and revised annually by March 31st of each year. A copy of the list will be posted on bulletin boards and a copy given to the Union. If an employee does not challenge the position of her name on the seniority list within thirty (30) calendar days from the date her name first appeared on the seniority list, then her seniority shall be deemed correct. In the case where an employee is absent she may protest an alleged omission or incorrect listing within thirty (30) calendar days of her return to work. Failure to protest within thirty (30) calendar days will result in the employee forfeiting her right to challenge her placement on the seniority list.
- 10.06 The Employer shall maintain a Divisional Seniority list and a Location Specific Seniority list for each school in the Division. These lists will show each employee's date of hire. The lists will also differentiate between permanent and temporary employees. A current seniority list shall be sent to the regional office of the Union and posted on the Union bulletin board in each school on or before April 15th of each year.
- 10.07 When the Employer deems it necessary to reduce the work schedule of an employee by 25% of that employee's average daily hours or more, it shall inform the Union of the need for layoffs. For the purpose of this article, the employee's average daily hours are the greatest average number of daily hours assigned in a full ten (10) day pay period in the current school year prior to a layoff. The order of layoff shall be determined by inverse order of Location Specific Seniority, provided that the retained employee possesses the relevant qualifications, skills, ability and experience to perform the work. An employee whose hours of work have been unilaterally reduced by 25% of that employee's average daily hours or more may elect to:
 - a. Place their name on a Location Specific Recall List and continue to work the reduced shift until additional hours become available within their school at which time said employee will be offered available hours until they have regained hours equal to their former posting;or
 - b. Place their name on the Location Specific and Divisional Recall lists and continue to work the reduced shift if any hours remain. Employees on the Divisional Recall List will be offered available hours in their most recent school or positions within the Division in accordance with their Divisional Seniority, provided that the employees possess the relevant qualifications, skills, ability and experience to perform the work.or
 - c. Accept a complete lay-off and place their name on either recall list.

When an employee places their name on the Divisional Recall List they shall indicate any school(s) at which they will not accept a recall.

A recalled employee must accept the hours or the position offered provided the hours or the position meets or exceeds the former number of hours held.

If an employee accepts recall to a position outside of their regular school of employment, they may elect to have their name remain on the Location Specific Recall List for up to fourteen (14) months from the date of their original layoff in order to exercise their Location Specific Seniority at their most recent school at the time of lay-off.

- 10.08 The Employer shall provide at least four (4) weeks' notice of layoff, or pay in lieu of, to all employees with a regular schedule. This provision may be waived in such cases where it is operationally impossible for the Employer to anticipate an imminent shortage of work, in which case an employee shall be provided a minimum of ten (10) working days' notice or pay in lieu thereof.
- 10.09 For the purposes of processing Employment Insurance claims during the summer and winter breaks, the Employer shall provide an anticipated recall date on the Record of Employment.
- 10.10 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within five (5) workdays after the layoff or termination took place.
- 10.11 Notice of recall to an employee who has been laid off shall be made:
- a. to an employee who is actively employed, by hand delivering, by telephone, or by fax transmission the notice of recall to the employee at their regular school of employment,
 - or
 - b. to an employee who is not actively employed, by mailing by registered mail the notice of recall to the last known address of such employee filed by such employee.
- 10.12 Any employee laid off and recalled for work must return within five (5) workdays when employed after being recalled, unless she has a justifiable reason for her failure to return. Failure to return to work as agreed may be a just cause for termination.
- 10.13 Permanent employees recalled from layoff shall maintain their permanent status, even if recalled to a temporary position, in regards to their seniority, placement on wage scale, vacation accumulation, access to extended health and pension benefits, and layoff and recall rights.

ARTICLE 11 - VACANCIES AND JOB POSTINGS

- 11.01 When there is an addition of three (3) regular hours or more to a school's daily schedule, or a new position within the scope of this agreement is created, or when a vacancy of a permanent nature occurs or a temporary position with a known duration greater than three (3) months occurs, the Division shall post notice in all schools for a minimum of five (5) working days, exclusive of Christmas or spring school closures. A new position is defined as an increase of three (3) hours or more.
- 11.02 The Employer shall provide the Union a copy of all job postings and hires, and terminations.
- 11.03 There shall be an annual posting process during the period of May 1st to August 31st of any school year. Any positions coming available outside the May 1st to August 31st period will be filled temporarily until the beginning of the school year following the next posting period. The Employer shall provide the Union with a copy of all job postings, new hires and appointments as they arise.
- 11.04 A job posting shall contain the following information: the location of the position, a general description of the job duties and the hours of work, and whether it is a temporary or permanent position.
- 11.05 New positions (occurring outside the posting period in 11.03) filled by employees recalled from layoff shall be considered temporarily assigned. Such positions shall be posted as per Article 11.03.
- 11.06 In the filling of a vacancy, Location Specific Seniority shall be the determining factor. Where Location Specific Seniority does not apply, Divisional Seniority shall take its place. In all cases the applicant must possess the relevant qualifications, skills, ability and experience.
- 11.07 When additional unscheduled or extra-curricular hours, or additions of less than three (3) regular hours, become available in a school's schedule they shall be offered first to the employee who works with the affected student(s). If such employee declines the extra hours, they shall be offered to the other employees in the school by order of seniority, subject to the employee having the relevant qualifications, skills, ability and experience to perform the duties of the position. If no employee voluntarily accepts the hours, they may be assigned by inverse order of seniority, subject to the employee having the relevant qualifications, skills, ability and experience to perform the duties of the position. If two or more employees are working with the affected student(s), seniority shall apply in the awarding or assigning of hours as above.
- 11.08 It is understood that, excluding lay-offs and subject to relevant qualifications, skills, ability and experience, employees will begin a new school year with their base hours that they were assigned in September the previous school year. Only the least senior employee(s) who does not possess the relevant qualifications, skills, ability and experience shall suffer any reduction in hours.

If, during the annual posting period, an employee is granted additional hours for the following school year, her current base hours and her new assigned hours shall be deemed to be her new base hours; and she will be notified in writing in June.

ARTICLE 12 - VACATIONS

12.01 All employees shall receive their vacation pay on qualified earnings added to monthly payroll at the following rates:

Vacation Pay	Amount
Start	4%
Upon completion of 4 years	6%
Upon completion of 9 years	8%
Upon completion of 19 years	10%

In recognition of long service to the Division, employees that are in their twentieth (20th) year of employment with the Division will receive a one-time payment equal to five (5) regular working days.

12.02 For purposes of calculating completed years of entitlement, service shall be deemed uninterrupted where the employee is on an approved leave of absence due to the extent of accumulated sick leave, maternity/adoptive/parental leave, and any layoff where seniority is retained.

ARTICLE 13 - HOLIDAYS

13.01 The Employer agrees to pay employees at regular rates of pay according to their assigned hours for the following eight (8) holidays:

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

and any other Statutory Holiday as proclaimed by the Province of Manitoba or the Government of Canada.

13.02 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.

13.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Subsection 02, the employee 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 the holiday.

13.04 In order to qualify for payment for the above Statutory Holidays, the employee must have met the attendance requirements of "The Employment Standards Code."

ARTICLE 14 - INSURANCE AND BENEFITS

14.01 Pension Plan

- a. All employees, whose income qualifies them for the plan, upon completion of their first complete year of continuous employment, shall participate in the Manitoba School Boards Association (formerly MAST) Non-Teaching Employee Pension Plan in accordance with the plan text.

14.02 **Group Life Insurance**

- a. The Division shall administer the Manitoba Public Schools Employees Group Life Insurance Plan #335114 according to the terms and conditions of the Master Policy of the said Plan.
- b. Unless otherwise excluded the employee's share of the annual premiums shall be deducted in equal amounts from each cheque, for all participants in the Plan.
- c. All employees coming on staff after the effective date of the implementation of the Plan in the Division shall be required to participate in the Plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.
- d. The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Group Life Insurance Plan.

14.03 **Extended Benefits**

In order to protect employees and their families from the financial hazards of illness, extended health insurance, life insurance, accidental death and dismemberment insurance and an employee and family assistance plan shall be made available to all eligible employees through the CLAC Health and Welfare Trust Fund. An outline of the plan is listed in Schedule "B". The premium cost shall be paid solely by the employee. Premiums shall be remitted monthly, in accordance with the timelines stipulated by the Union.

- a. Employees are eligible to receive coverage on the first day of the month following completion of the two month waiting period. At that time, the Employer shall remit one (1) months' premiums to commence coverage and shall continue to submit as per Article 14.03 thereafter. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- b. It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.
- c. The sole obligation of the Employer is to remit the monthly contribution stipulated, but not to provide the benefits themselves.

14.04 **Long Term Disability Insurance**

- a. The Division shall administer a Salary Continuance Plan as per the terms and conditions of the Manitoba School Boards Association (formerly MAST) LTD Plan For

Non-Teaching Employees Plan No. G1068. All new employees must participate in the Plan and the employer shall pay one hundred percent (100%) of the premium.

- b. The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

SICK LEAVE

- 14.05 Sick leave is provided for the sole purpose of insuring an income to a full-time or part-time employee during periods of illness and/or injury when an employee is not able to perform her duties and responsibilities.
- 14.06 Sick leave credits shall accumulate at the rate of two (2) days per worked month with the Employer to a maximum of twenty (20) days per year. Sick leave entitlement shall be prorated according to the percent of time worked by the employee.
- 14.07 The maximum sick leave credits shall not exceed ninety-seven (97) working days in 2015-2016, ninety-nine (99) days in 2016-2017, and one hundred and one (101) days in 2017-2018.
- 14.08 The maximum sick leave as referred to above shall be reduced by the total number of working days taken as sick leave.
- 14.09 For the purpose of this article, if paid sick leave extends beyond ten (10) working days, then accumulation of entitlement shall cease from the first day of absence and shall begin to accumulate when the employee returns to work. Sick leave shall not continue to accrue while on any leave of absence without pay or any period of layoff.
- 14.10 Sick leave shall not be payable to any employee:
 - a. who is engaged in an employment for a wage or profit;
 - b. whose illness results from her abuse of drugs or alcohol and who is not receiving continued treatment and care from a licensed physician or a Board approved recognized program for her abuse of drugs or alcohol;
 - c. who is in receipt of disability income from an insurance company, Manitoba Public Insurance Corporation, or any other company, firm, institution, or government.
- 14.11 Employees may use up to four (4) of her sick leave days per year, where they are required to attend to a substantial illness or emergency in the employee's immediate family. Immediate family for this article shall mean spouse, child, sibling, parents, parent-in-law, sibling-in-law, grandparent and grandchild.

ARTICLE 15 - LEAVES OF ABSENCE

15.01

- a. Each permanent/term ten (10) month employee shall be entitled to personal leave up to, but not exceeding, two (2) days in each year. One (1) of these days shall be a paid day. These days shall not accumulate from school year to school year. In cases where employees are not able to attend work due to unforeseen or extenuating circumstances (typically rare and unique events), such employees shall not be obliged to use personal leave days.
- b. An employee with at least two (2) years of continuous employment may be granted a leave of absence up to ten (10) days without pay for personal reasons, as stipulated in Board policy. The request shall be made in writing on the approved form at least one (1) month prior to the start of the leave. Short term leaves of absence under this clause will not normally be granted more than once during any three (3) year period.
- c. An employee with at least five (5) years of continuous employment with the Division may request a leave of absence for up to one (1) year without pay, for educational purposes. An employee requesting such leave shall submit such request to the Superintendent at least three (3) months in advance to the start of the leave; the leave shall normally be limited to no more than one (1) employee per administrative unit and no more than two (2) employees in the school division, at any one time.
- d. Each employee with at least ten (10) years of continuous employment with the Garden Valley School Division, shall be entitled to one (1) unpaid leave of absence no longer than three (3) months in duration, and to be taken no more than once in every ten (10) years of employment. Notice of such a leave shall be made in writing on the approved form at least six (6) weeks prior to the start of the leave. Such a leave shall not jeopardize any other leave requests under 15.01.
- e. All other leave of absence provisions shall be as per Board policy.

15.02 **Maternity/Adoptive/Parental Leave**

The Division shall, upon written request, grant leaves of absence without pay in accordance with the "Employment Standards Code". Requests should be made at least four (4) weeks before the leave is expected to start. It shall be the responsibility of the employee to notify the Board, in writing, of the intent to return to work at least one (1) month prior to resumption of work following the maternity leave.

15.03 **Compassionate Leave**

Each permanent/term employee shall be allowed compassionate leave, without loss of salary, up to, but not exceeding four (4) days in the case of death or serious illness of any member of the immediate family of the employee. Immediate family shall include: spouse, child (stepchild), parent (step-parent), brother, sister, parent-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

In addition, each employee shall be allowed compassionate leave without loss of salary up to but not exceeding one (1) day in the case of death or serious illness of an aunt or uncle.

Each employee shall be entitled to one (1) paid compassionate leave day per year for any other person not defined above.

Additional days for compassionate leave for immediate family may be granted at the discretion of the Board.

15.04 Union Business

The Employer shall allow Union designated stewards reasonable time off without pay in order to attend Union annual stewards' training opportunities. It is understood that not more than three (3) employees may be absent for such purpose at any one time with no more than one (1) employee from any one school.

The Division shall be notified at least ten (10) working days prior to the commencement of such leave as to the specific day of leave and which employees are requesting leave.

The maximum leave for this purpose in any one (1) school year shall not exceed four (4) days per person.

ARTICLE 16 - USE OF PERSONAL VEHICLE

16.01 The Employer may request that an employee use their personal vehicle for work-related purposes, or to drive to alternate locations in order to perform assigned duties. Where an employee chooses to do so, the Employer shall compensate such employee for each kilometre driven at the Employer's posted mileage rate.

ARTICLE 17 - WORKPLACE SAFETY AND HEALTH

17.01 The Union will be allowed representatives to serve as members of the Division Work Place Safety and Health Committee in accordance with The Workplace Safety and Health Act.

17.02 Minutes from the Workplace Safety and Health Committee meetings will be posted on the bulletin board at each school.

ARTICLE 18 - UNION-MANAGEMENT COMMITTEE

18.01 In order to promote positive relations at work the parties agree to establish a Union-Management Committee, consisting of equal representation of the Union and the Division. These meetings shall serve as a forum for discussion and consultation on matters of mutual concern. Each party shall be entitled to have up to three (3) members on this committee, with exceptions by mutual agreement by the parties. The costs of such meetings shall be borne equally by the parties, including bargaining unit member wages when the meeting is during the employee's work schedule.

18.02 The Committee shall meet at the call of either party, upon at least two (2) weeks notice, however, not more than once every two (2) months unless otherwise mutually agreed.

18.03 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement or any grievance arising there from.

18.04 A copy of the approved minutes will be mailed to the Union provincial office.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 Should a dispute arise between the Employer and an employee or the Union regarding the meaning, application, or alleged violation of this Agreement, it shall be resolved by the grievance procedure in the following manner.
- 19.02 **Informal Procedure** - As an informal step, an employee is encouraged to make an earnest effort to resolve the concern directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 19.03 The parties to this Agreement recognize that CLAC Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 19.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) days after the subject of such grievance occurred.
- 19.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the meaning, application, or alleged violation of this Agreement. A Policy Grievance may be submitted by either part, either by the Union directly to the Board of Trustees, or designate, under Step 2, or by the Board, directly to the Union. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Board or her representative.
- 19.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 19.07 **Step 1**
The aggrieved employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing within seven (7) working days of the act or condition causing the grievance, stating the nature of the grievance, the article(s) of the collective agreement alleged to be violated, and the redress sought, to the Superintendent, or designate. The Superintendent, or designate, shall render his/her decision within ten (10) working days after receipt of the grievance.
- 19.08 **Step 2**
Failing satisfactory settlement being reached in Step 1, the grievor may, within ten (10) working days of receipt of the Superintendent's, or designate's, decision submit the written grievance to the Board of Trustees, or designate, who shall render their decision within fifteen (15) working days after the next regularly scheduled Board meeting.
- 19.09 **Step 3**
Failing a satisfactory settlement being reached in Step 2, the Union or the Division in the case of an employer grievance, shall indicate their intent to proceed or not proceed to arbitration within fifteen (15) working days after the Board response under Step 2.
- 19.10 The time limits stipulated in this grievance procedure may be extended by mutual agreement.

ARTICLE 20 - ARBITRATION

- 20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 20.02 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the agreement.
- 20.03 If a notice of desire to arbitrate is served, the two (2) parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within fourteen (14) days of service. If the grievance is a policy matter with wider implications, then an arbitration board shall be appointed.
- 20.04 Should the parties not agree on a single arbitrator, then each party shall name a nominee to an arbitration board and notify the other party of the name and address of its appointee. These two (2) persons shall appoint a third (3rd) person, who shall be mutually satisfactory to both parties to act as chairperson.
- 20.05 Should the two (2) appointees fail to agree upon a chairperson within fifteen (15) working days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.
- 20.06 The decision of the arbitration board shall be final and binding on both parties, but in no event shall the Board of Arbitration alter, modify or amend this agreement in any respect.
- 20.07 The parties to this agreement request that the Arbitrator or Board of Arbitration hand down its decision as soon as possible.
- 20.08 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance unless the parties mutually agree otherwise.
- 20.09 Each party shall pay the fees and expenses of its appointee and one-half (½) of the fees and expenses of the chairperson.
- 20.10 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed inappropriate, the Arbitrator may substitute an alternate penalty.
- 20.11 The time limits as stipulated in this arbitration procedure above may be extended by mutual agreement.
- 20.12 Nothing in this agreement shall preclude a settlement of a grievance by mutual agreement in any manner whatsoever.

ARTICLE 21 - DISCHARGE, SUSPENSION, AND WARNING

- 21.01 The Employer shall have the right to discipline, suspend or discharge any employee for just cause. Such employee shall be advised in writing of the reason for his/her warning, discharge, or suspension, with a copy being sent to the Union.
- 21.02 The employee shall have the right to be accompanied by a Steward or Union Representative at a disciplinary meeting. If none is available and the meeting is urgent, a School Contact may serve as a witness.

- 21.03 Notwithstanding Article 21.01, it is understood that probationary employees may be terminated at the Employer's discretion. The Employer agrees that such terminations will not be discriminatory or in bad faith.
- 21.04 In all cases of dismissal, culpable and non-culpable, the employee shall have the right to be accompanied by a Steward or Union Representative.

ARTICLE 22 - EDUCATION, TRAINING, & PUBLICATION

- 22.01 The Union will print, and the Employer will distribute a copy of the collective agreement for each bargaining member.
- 22.02 All Educational Assistants will be notified of the opportunity to participate and assist in planning for the professional development for EAs. Time spent planning will be considered work time and paid at the employee's current rate.
- 22.03 If the Division has need to internally train employees for Braille or ASL work, the Division shall post this opportunity as per Article 11. An additional factor that will be considered along with those in 11.06 are if employees already working with the student (if any) in a productive relationship.

ARTICLE 23 - DURATION

- 23.01 This agreement shall be in effect from July 1, 2015, and shall remain in force until June 30, 2018, and shall thereafter automatically renew itself from year to year, unless either party gives the other written notice, of the desire to revise or terminate this Agreement, within five (5) months immediately prior to the termination date in the year in which termination or amendment is desired.

DATED at Winkler, Manitoba this ___ day of _____, 2015.

SIGNED on behalf of
GARDEN VALLEY SCHOOL DIVISION

SIGNED on behalf of
EDUCATION, SERVICE AND HEALTH CARE UNION (CLAC), LOCAL No. 306 AFFILIATED WITH THE CHRISTIAN LABOUR ASSOCIATION OF CANADA

Employer Representative

CLAC Representative

Employer Representative

Member Negotiating Committee

Employer Representative

Member Negotiating Committee

SCHEDULE "A"

CLASSIFICATIONS AND RATES OF PAY

Employees shall progress through the levels of the wage grids as follows:

Level 1: 0-1200 hours

Level 2: 1201-2400 hours

Level 3: 2401-3600 hours

Level 4: 3601-4800 hours

Level 5: 4801-6000 hours

Level 6: 6001 + hours

Casual employees (Substitutes) shall be paid according to their relevant classification (based on level of education) at the Casual Rate on the wage grid in Schedule "A."

A casual employee who secures a posted position shall be placed at a level on the wage grid commensurate with their accumulated hours as a casual.

Increments shall be paid the first full pay period following completion of one (1) full level with the Division.

Newly hired employees with 2400 hours or greater of directly related educational assistant experience gained within the six (6) year period immediately prior to the employee being hired by the Garden Valley School Division will be advanced one (1) increment on the salary grid for every 2400 hours of directly related educational assistant experience.

Eg. An employee in this situation with 2401 hours of prior experience will start at Level 2 rather than Level 1. This will have no impact on seniority as related to Articles 10 and 11.

All Educational Assistants will be paid according to their classification as per Schedule A for all hours worked as an Educational Assistant.

The Division will provide a minimum of twelve (12) hours of Professional Development per school year for all Educational Assistants. This day will be scheduled, planned, and coordinated annually by the Division.

CLASSIFICATIONS:

Educational Assistant Classifications:

Class 1: Educational Assistants with no formal training as an Educational Assistant

Class 2: Educational Assistants with any of the following:

- a) Valid Teaching Certificate
- b) Educational Assistant Diploma
- c) Para Educator Diploma
- d) Relevant post secondary degree from any accredited university
- e) Other relevant post secondary training
- f) Completion of a minimum of Red River College ASL-VISTA 103 up to enrolment in RRC's Deaf Studies Program, or equivalents.

Class 3: Educational Assistants with any of the following:

- a) Completion of RRC's Deaf Studies Program up to Certified Interpretive Training Program, or equivalents
- b) Successful completion of the Manitoba Education Braille Course or equivalents
- c) Certificate of Qualification as a Hairstylist or Esthetician with an Authorization to Practice from Manitoba Apprenticeship
- d) Power Mechanics Technical Assistant
- e) Diesel Technology Technical Assistant

Effective the date of signing in 2012, changes to the requirements for Class 3 classifications are for new employees and existing employees not currently enrolled in the required programs.

Effective July 1, 2015

+4.75% special adjustments to Class 1 (not casuals)

+1% special adjustments to Class 2 (not casuals)

+2.0% for all classifications

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Class 1	14.86	15.32	16.06	16.87	17.73	18.74
Class 2	15.36	15.84	16.60	17.43	18.30	19.38
Class 3	20.55	20.87	21.23	22.77	23.59	24.54
Class 1 Casual	14.19					
Class 2 Casual	15.21					
Class 3 Casual	20.55					

Effective July 1, 2016

+2.0% for all classifications

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Class 1	15.16	15.63	16.38	17.21	18.09	19.12
Class 2	15.67	16.16	16.93	17.78	18.67	19.77
Class 3	20.96	21.29	21.66	23.23	24.06	25.03
Class 1 Casual	14.47					
Class 2 Casual	15.51					
Class 3 Casual	20.96					

Effective July 1, 2017

+1.5% for all classifications

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Class 1	15.39	15.87	16.63	17.47	18.36	19.41
Class 2	15.91	16.40	17.18	18.05	18.95	20.07
Class 3	21.27	21.61	21.99	23.58	24.42	25.41
Class 1 Casual	14.69					
Class 2 Casual	15.74					
Class 3 Casual	21.27					

Effective January 1, 2018

+1.5% for all classifications

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Class 1	15.62	16.11	16.88	17.73	18.64	19.70
Class 2	16.15	16.65	17.44	18.32	19.23	20.37
Class 3	21.59	21.93	22.32	23.93	24.79	25.79
Class 1 Casual	14.91					
Class 2 Casual	15.98					
Class 3 Casual	21.59					

SCHEDULE "B"

CONSCIENTIOUS OBJECTOR STATUS

(This schedule does not form part of the collective agreement.
It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

LETTER OF AGREEMENT #1

between
Garden Valley School Division
(hereinafter referred to as "the Employer")
and
Education, Service and Health Care Union (CLAC), Local 306
affiliated with the
Christian Labour Association of Canada
(hereinafter referred to as "the Union")
for
Educational Assistants

Re: ARTICLE – DEFINITIONS x.03 CASUAL EMPLOYEES

The parties agree that, commencing the date of signing of this collective agreement, a casual employee who has been working in the same assignment and location for thirty (30) consecutive working days shall on the following working day in that same position and location convert to temporary status as per Article - Definitions x.02 for the rest of the duration in that particular position until such time as one of the following occurs:

- 1. the original employee on leave of absence returns from leave
- 2. the school year ends
- 3. the term period for the temporary employee has a fixed end date, or
- 4. the Division decides to fill the position on a permanent basis

4 shall only be applied to Class 3 position vacancies. In these circumstances, the Division will notify the Union of its desire to fill the position on a permanent basis outside of 11.03. If the parties reach agreement, the posting will be permanent.

The parties agree that this understanding shall expire on June 15, 2018.

DATED at Winkler, Manitoba this ____ day of _____, 2015.

SIGNED on behalf of
GARDEN VALLEY SCHOOL DIVISION

SIGNED on behalf of
EDUCATION, SERVICE AND HEALTH CARE UNION (CLAC), LOCAL No. 306 AFFILIATED WITH THE CHRISTIAN LABOUR ASSOCIATION OF CANADA

Employer Representative

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750 Triple E Blvd
PO Box 1330
Winkler MB R6W 4B3

Telephone: 204-325-8335
Fax: 204-325-4132
gvsd@gvsd.ca
www.gvsd.ca



100-185 Provencher Blvd
Winnipeg MB R2H 0G4

Telephone: 204-989-0198
Toll Free: 1-877-989-2522
Facsimile: 204-942-6967
winnipeg@clac.ca
www.clac.ca