

# COLLECTIVE AGREEMENT

BETWEEN

SCHOOL DISTRICT OF MYSTERY LAKE,

(Hereinafter called "The Board")  
Party of the first part

-AND-

UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS")  
LOCAL 8223-13

(Hereinafter called "The Union")  
Party of the second part

**May 1, 2022 – April 30, 2025**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The Parties of this Agreement agree to promote harmonious relations and to settle conditions of employment between the Board and the Union, to promote co-operation and understanding between the Board and its staff, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work, and wage scales, to encourage efficiency in operation, and to promote the morale, well-being, safety, health and security of all the employees in the bargaining unit of the Union.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining agent for those employees in the employ of the School District of Mystery Lake, and as described in the Manitoba Labour Board Certificate No. M.L.B.- 6622, dated August 15, 2008.
- 2.02 Should a dispute arise concerning whether a person comes within the bargaining unit covered by this Agreement, the matter may be submitted by either party to the Manitoba Labour Board for decision.
- 2.03 No employee within the bargaining unit shall be laid off as a result of the Board hiring additional staff.

## **ARTICLE 3 - MANAGEMENT**

- 3.01 The Board shall have the right to control and supervise all operations and direct all work forces. Without limiting the generality of the foregoing, it shall be the sole and exclusive prerogative of the Board to hire, to lay-off, to discharge, suspend or discipline, for just causes; to promote, to demote or transfer, and to control and promote efficiency in all operations, provided however, that in the exercising of the foregoing Management Rights, the Board shall not contravene the provisions of this Agreement, and shall exercise the above rights in a fair and equitable manner.

## **ARTICLE 4 - UNION SECURITY & CHECK OFF OF UNION DUES**

- 4.01 The Board shall deduct from the earnings of each employee, in each month, union dues, fees and assessments in the amount certified by the Union to the Board to be currently in effect under the Union's Constitution. Such deductions shall be remitted within fifteen (15) days to the officer designated by the Union. The monthly remittances shall be accompanied by the names of the employees and the amount deducted from each. The dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer  
United Steelworkers  
Box 9083 Commerce Court Postal Station  
Toronto, ON M5L 1K1

- 4.02 The Union shall indemnify and save the Board harmless against all claims or other forms of liability that may arise out of any actions taken by the Board in compliance with this Article.
- 4.03 The Board, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.
- 4.04 Each new employee shall be introduced to the appropriate steward within five (5) working days of the date of hire.

**ARTICLE 5 - REPRESENTATIVES, STEWARDS & MEMBERS OF COMMITTEES**

- 5.01 The Union shall notify the Board, in writing, of the names of all committee members and representatives.
- 5.02 Committee members and/or representatives who are required to conduct Union business during the normal hours of work, shall first receive permission from their immediate supervisor.
- 5.03 Members of the Union's negotiating committee shall not lose pay for time spent attending meetings with management representatives. However, the Union negotiating committee shall not exceed four (4) employees.
- 5.04 Union representatives, not in the employ of the Board, who wish to speak to members of the bargaining unit, shall advise the Facilities Supervisor of this intent. The Facilities Supervisor may contact the employee so that they are able to confer privately, and will not interfere with other members of the staff.
- 5.05 The Labour/Management Committee will meet at least once every two (2) months, if requested, for the purpose of discussing workplace issues. Either party may request a meeting.

## **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 The Board and the Union agree that there shall be no discrimination against any employee because of race, creed, colour, age, sex, nationality, ancestry, place of origin, union membership and union activity. Furthermore, there shall be no discrimination against any individual or group as outlined under the Manitoba Human Rights Code.
- 6.02 The parties recognize that the problem of sexual harassment may exist. The parties further agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace and that bonafide cases of sexual harassment shall be just cause for disciplinary action.
- 6.03 Harassment
- a) The Union and the Division jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment. Harassment shall be defined as set out in The Human Rights Code of the Province of Manitoba.
  - b) Allegations and investigations of harassment shall, to the extent possible, be dealt with in confidence.
  - c) Harassment includes but is not limited to the following:
    - (i) Objectionable conduct that creates a risk to the health of a worker; or,
    - (ii) Severe conduct that adversely affects a worker's psychological or physical well-being; or,
    - (iii) Verbal or written abuse or threats; or,
    - (iv) Intimidations or intimidating remarks or gestures; or,
    - (v) Insulting, derogatory (mean, critical, embarrassing) comments, jokes or gestures; or,
    - (vi) Personal ridicule (put-downs, teasing) or malicious gossip; or,
    - (vii) Malicious or uncalled-for interference with another's work; or,
    - (viii) Refusal to work or co-operate with others based on discriminatory and maligning reasoning; and,
    - (ix) Any other reason suggesting discrimination based on any of the applicable characteristics in the Human Rights Code of Manitoba.

## **ARTICLE 7 - SENIORITY**

- 7.01 The parties recognize that job opportunity and security shall increase in proportion to length of service. Therefore, in cases of vacancy, promotion, transfer, training, lay-off, and recall after temporary lay-off, senior employees shall be entitled to preference.

7.02 Seniority shall be established after a probationary period of sixty (60) days worked and shall count from date of employment.

Seniority shall be maintained and accumulated during:

- i) absence due to lay-off, sickness or accident
- ii) authorized leave of absence

7.03 Employees who are employed from time to time on a part-time basis shall be given credit for the time worked beginning on the date of hire. Part-time employees after working seventy-five (75) days shall have completed their probationary period.

7.04 An employee shall lose their seniority standing for the following reasons, when or if:

- i) the employee terminates
- ii) the employee is discharged for just cause
- iii) the employee fails to return to work following an authorized leave of absence, subject to appeal to the Board
- iv) the employee does not return to work from lay-off within ten (10) days of being notified
- v) the employee is on lay-off due to a lack of work for a period of more than eighteen (18) months.

7.05 A seniority list, which shall include the names of all employees within the bargaining unit, who have completed their seventy-five (75) work day probationary period, shall be placed on Board Office bulletin board during the months of December and June of each year. The Union shall be provided with one copy.

7.06 In the event of lay-off, every employee affected shall be given either two (2) weeks' notice in advance, or two (2) weeks' pay in lieu of notice, at the appropriate rate of pay. The Union shall be given advance notice of pending lay-offs.

7.07 In the event of lay-off, employees shall be laid off in reverse order of seniority. Senior employees must have the capability and the qualifications to fill a position vacated by a junior employee.

7.08 The Board will provide as information to the Union copies of all job postings, successful applicants, a list of new permanent employees, and part-time employees who have passed their probationary period.

## **ARTICLE 8 - APPOINTMENTS AND PROMOTIONS**

- 8.01 (a) In recognition of the responsibility of the Board for the efficiency of operation, it is understood and agreed that in any case referred to in Section 7.01, the Board shall have the right to determine the employee's capability, skill, competence, and qualifications and shall have the right to pass over any employee if it establishes that an employee does not have such qualifications to perform the normal requirements of the position.
- (b) Term - is a specific beginning and ending date (e.g. Maternity Leave)  
Temporary - is a specific beginning with no specified ending date. Not a permanent position (e.g. sick leave, salary continuance)  
Substitute - Short term basis day to day.
- (c) Temporary employees will be entitled to receive applicable health benefits as provided for in Article 20 after one (1) year of employment.
- 8.02 When a position within the scope of the bargaining unit is created or becomes vacant and is required to be filled, it will be advertised by means of an Employment Circular. Where a vacancy is expected to last for a period not exceeding thirty (30) working days, the job may be filled without posting. When experience, capability, skill, competence, and qualifications are equal, preference will be given to lateral movement.
- 8.03 Such vacant positions will be posted on a Board Office and School bulletin board as well as the School District of Mystery Lake website for a period of not less than five (5) days.
- 8.04 The Board will allow one (1) lateral movement once every nine (9) months for each employee on a job posting of identical category or classification.
- 8.05 Employees making application for such vacant positions must present their application to the designated recipient prior to the closing date of the Employment Circular. Subject to the provisions of 7.01, 8.01 and 8.04, the senior employee shall be appointed or promoted.
- 8.06 Appointments, promotions and recall from lay-offs shall be subject to a twenty (20) day worked trial period. If it is determined during the twenty (20) day worked trial period that the employee concerned does not wish to do the job or does not have the capability to do the job which the employee has been promoted to, the employee shall be reinstated to the job that the employee held immediately prior to the time of promotion. However, in the event an employee does not have the capability to perform the job and must return to lay-off, the notice of lay-off period shall be waived.



8.07 Job Training

The School District shall do what is reasonably practical to increase the knowledge, training and skill of the employees, having due regard for their seniority, to enable them to apply for vacancies in higher or different job classifications.

8.08 Employees serving a probationary period may apply for job postings.

8.09 Employees represented by Local 8223-13 have the right to bid on job postings for Local 8223-00 with first preference given to employees represented by Local 8223-00.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of up to three (3) members, who shall be members of the local union. The personnel of such committee shall be communicated to the Board.

9.02 Should a dispute arise between the Board and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, the matter should be discussed between the employee and their immediate supervisor. The employee may request the assistance of a steward.

Every attempt should be made to settle such disputes without making use of the grievance procedure hereinafter provided for.

**Step 1**

Any employee may present a grievance, providing it is done within ten (10) working days following the occurrence of the circumstances giving rise to the grievance and providing that the grievance is presented in writing to the Facilities Supervisor. The Facilities Supervisor shall meet with the grievor, accompanied by a steward, or a member of the Grievance Committee within two (2) working days of receiving the written grievance. The Facilities Supervisor shall respond in writing within two (2) working days of the meeting.

**Step 2**

Failing satisfactory settlement at Step 1, the Union may submit such grievance in writing to the Superintendent / Secretary-Treasurer within two (2) working days after the answer to Step 1 was given to the Union. The Superintendent/Secretary-Treasurer shall meet to discuss the grievance within five (5) working days of receiving such request. The Union's representative may be part of the grievance committee, at Step 2. The Superintendent/Secretary-Treasurer, or designate, shall submit an answer in writing within two (2) working days of such a meeting.

**Step 3**

Failing agreement being reached in Step 2, an application may be made to the Board of Trustees in writing through the Superintendent/Secretary-Treasurer of Schools within five (5) working days after the answer to Step 2 has been given to the Union, and a hearing shall be granted to the Grievance Committee and the Union representative not later than fifteen (15) working days following receipt of the application.

**Step 4**

If the Board does not effect a settlement within five (5) working days of the hearing date, then the employee may proceed to arbitration within fifteen (15) working days after the Board's decision is provided to the Union.

- 9.03 Where a dispute between the parties involving a question of general application, interpretation, suspension or discharge occurs, such grievance is to be signed by an officer of the Union.
- 9.04 If the grievor fails to meet the time limits allowed at each step of the grievance procedure, the grievance shall be deemed to be abandoned:
- 9.05 Grievances settled satisfactorily within the time allowed shall date from the time of the incident.
- 9.06 Employees who have not completed their probationary period shall not be eligible for redress through the grievance procedure in the event of discharge, exercising seniority or awarding of the job posting.
- 9.07 The Board will supply the necessary accommodation for the grievance meetings.

**ARTICLE 10 - ARBITRATION**

**10.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration the request shall be made in writing, and served upon the other party to the Agreement. Within fourteen (14) days thereafter, each party shall agree to name a common arbitrator.

The following arbitrators will be used in rotation:

Mr. M. Werier

Ms. D. Jones

If the above arbitrators are not available within fourteen (14) days thereafter each party shall agree upon a common arbitrator in accordance with Section 10.02.

10.02 Who May Be An Arbitrator

No person shall be selected to act as an Arbitrator who:

- (i) is acting or has in a period of six (6) months preceding date of their appointment acted in the capacity of solicitor, legal advisor, counsel or agent of either of the Parties,
- (ii) has any pecuniary interests in the matters referred to the Board, other than being a taxpayer.

10.03 Arbitration Procedure

The Arbitrator may determine their own procedure, but shall give full opportunity to all Parties to present evidence and make representations to them. They shall hear and determine the difference or allegation and render a decision.

10.04 Decision of Arbitrator

The decision of the Arbitrator shall be final and binding to both Parties, but in no event shall the Arbitrator have the power to alter, modify, or amend this Agreement in any respect.

10.05 Expenses of the Arbitrator

Each party shall pay:

- (i) One-half the fees and expenses of the Arbitrator.
- (ii) One-half the rental fees of a place to meet.

10.06 Amending of Time Limits

The time limit in both the Grievance and Arbitration Procedure may be extended by consent of the Parties to this Agreement.

10.07 Witnesses

At any stage of the Grievance or Arbitration Procedure the Parties may have the assistance of the employee(s) concerned as witnesses, or other witnesses, and all reasonable arrangements will be made to permit the conferring Parties or the Arbitrator(s) to have access to any part of the Board's premises in order to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 11 - DISCHARGE AND DISCIPLINARY PROCEDURE**

11.01 Unless circumstances justify immediate discipline or discharge, employees shall be given warning in writing.

11.02 (a) An employee who has received a written warning will have their record cleared after a period of six (6) months.

- (b) An employee who has received a second written warning will have their record cleared after a period of one (1) year from the date of the latest warning.

11.03 The Board shall not impose disciplinary penalties unjustly or unreasonably.

11.04 Prior to initiation of the grievance procedure when the employer talks to the employee regarding a demotion, suspension or written warning, the said employee may be accompanied by a shop steward.

11.05 In the event of a claim that an employee has been disciplined, suspended, or discharged unjustly or unreasonably, the grievance procedure as outlined in Article 9 of this Agreement shall be followed.

## **ARTICLE 12 - HOURS OF WORK**

12.01 The normal work week shall consist of five (5) consecutive days, eight (8) hours per day, for a total of forty (40) hours per week.

Afternoon and night shift for custodians shall be eight (8) consecutive hours including all breaks.

12.02 The five (5) day period shall be on a rotating schedule as is necessary to properly clean and maintain the respective schools. The rotating schedule will be established by the Facilities Supervisor. The employee's work week shall be posted. In the event of the employee's work week being changed, notice must be given not later than Thursday of the previous week.

12.03 An employee shall be allowed a rest period of fifteen (15) minutes in the first half and the second half of each shift worked.

12.04 In the event that proper notice is not given, overtime shall be paid for all work outside of the schedule posted for the previous week.

12.05 For Saturdays and Sundays overtime shall be paid for work performed between 11:30 p.m. and 8:00 a.m.

## **ARTICLE 13 - OVERTIME**

13.01 It is the responsibility of each employee to maintain their normal work schedule at a satisfactory stage of completion.

13.02 When an employee, who is directed to work beyond their regular hours of work, such hours shall be considered as overtime and shall be paid for at one and one-half (1 ½) the employee's hourly rate.

Call outs between midnight and 8 a.m. shall be paid a minimum of three (3) hours at one and one-half (1 ½) times the regular rate.

When an employee's work time, on any one call out on Sunday exceeds three (3) hours the employee shall be paid two (2) times their hourly rate starting with the fourth (4<sup>th</sup>) consecutive hour of actual work in that call out.

13.03 An employee, who is directed to work on a paid holiday, shall be paid two (2) times their hourly rate for the hours worked, plus pay for the holiday.

13.04 The employee's hourly rate for the purpose of calculating overtime shall be the employee's gross bi-weekly salary divided by eighty (80).

13.05 It is understood that all overtime shall be on a voluntary basis except when overtime is necessary to maintain an efficient and effective operation.

13.06 Every employee who is called out (and not merely working extended hours) and required to work in an emergency outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates.

13.07 An employee designated "on call" shall receive a bonus of one hundred twenty-five dollars (\$125.00) for a week of on call.

#### **ARTICLE 14 - PAID HOLIDAYS**

14.01 All employees shall have the following holidays at their regular rate of pay:

New Year's Day	Louis Riel Day	Good Friday
Victoria Day	Canada Day	Terry Fox Day
Labour Day	Thanksgiving Day	Remembrance Day
December 24th	Christmas Day	Boxing Day
December 31st		

Two (2) floater holidays (to be scheduled any time on a day mutually agreeable between the employee and the Board's Designate) within each contract year. Approval of floater holidays will not be unreasonably denied.

14.02 When a paid 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.

14.03 Eligibility for payment for the above holidays shall be as provided in the Employment Standards Code of the Province of Manitoba.

#### **ARTICLE 15 - VACATIONS**

15.01 (a) The vacation entitlement shall be calculated as to the number of years' service as of June 30<sup>th</sup> each year.

Employees commencing employment prior to January 31<sup>st</sup>, shall on June 30<sup>th</sup> of that year be credited as though they had completed their first year of service for calculation of future vacation credit.

(b) Temporary employees will have the option of receiving vacation payout of six percent (6%) each pay period or accumulation of vacation days on a pro-rated basis.

15.02 Each employee shall submit their preferred vacation dates to the Board's Designate for approval prior to May 15<sup>th</sup> when taking vacations during July or August and prior to June 30<sup>th</sup> for other vacations. The Board's Designate will notify employees within three (3) weeks as to whether or not their preferred vacation time has been approved. Senior employees shall be given preference in scheduling vacations.

Holiday entitlement may be split twice in any one (1) year, a minimum of five (5) days to be taken at any one time, with the exception of emergency.

There shall be no right to accumulate vacations from one year to the next year, all vacations must be taken within one (1) year after an employee becomes eligible for such annual vacation. The vacation period from one year will not be allowed to adjoin another.

15.03 An employee who has less than one (1) year's service seniority at the end of the vacation year shall receive vacation with pay calculated on the basis of one and one-quarter (1¼) vacation days for each month worked in the preceding vacation year, plus two (2) days traveling time, such total vacation time not to exceed fifteen (15) days.

15.04 (a) Length of vacation shall be according to the following schedule:

<b><u>YEARS OF EMPLOYMENT</u></b>	<b><u>LENGTH OF VACATION</u></b>
1 Year	15 Work days
2 Years	16 Work days
3 Years	18 Work days
4 Years	19 Work days
5 to 6 Years	20 Work days
7 to 8 Years	21 Work days
9 Years	22 Work days
10 Years	23 Work days
11 to 12 Years	24 Work days
13 to 14 Years	25 Work days
15 Years	26 Work days
16 to 18 Years	27 Work days
19 to 21 Years	28 Work days
22 to 24 Years	29 Work days
25 Years	30 Work days
26 to 27 Years	31 Work days
28 to 29 Years	32 Work days
30 to 31 Years	33 Work days
32 to 33 Years	34 Work days
34 to 35 Years	35 Work days

- (b) Vacation shall be lengthened by two (2) work days (travel time) except in the case of termination unless such employee(s) has been employed for a period of six (6) months after the last vacation anniversary date.
- (c) Vacation shall be further lengthened by one (1) work day where a paid holiday occurs during that period of a vacation.
- (d) An employee in their twentieth (20th), twenty-fifth (25<sup>th</sup>), thirtieth (30th) and thirty-fifth (35th) year of service with the School District shall be entitled to an additional five (5) working days' vacation. This vacation must be taken in the employee's twentieth (20th), twenty-fifth (25<sup>th</sup>), thirtieth (30th) and thirty-fifth (35th) year or such vacation will be forfeited. Vacation bonus will apply.

(Employees who have surpassed their thirty-fifth (35th) year at the date of signing - 2009 will be granted five (5) days).

- (e) An employee may carry over a maximum of five (5) days vacation into the next vacation year provided that vacation in any year does not exceed the allowable vacation plus five (5) vacation days.

15.05 Payment

Vacation wages shall be paid at the standard rate of pay that the employee would earn in their regular job. Vacation pay for those employees on the District's Substitute List will be at the rate of six percent (6%).

15.06 Vacation Bonus

An employee shall receive forty dollars (\$40.00) bonus for each vacation day plus forty dollars (\$40.00) for each day of travel time effective May 1<sup>st</sup>, 2006. Vacation bonus shall be pro-rated based on full-time equivalent.

**ARTICLE 16 - SALARY RANGE**

16.01 The Board shall pay wages and salaries monthly, in accordance with Schedule "A" attached hereto and forming part of this Agreement.

16.02 The salary scale rates in effect are as follows:

July 1, 2022 – 2.5%

May 1, 2023 – 2.5%

May 1, 2024 – 2.5%

**ARTICLE 17 - LEAVE OF ABSENCE**

17.01 Personal Leave

An employee shall be allowed up to thirty-five (35) working days, per calendar year, leave of absence during the life of this contract, without pay for personal reasons if:

- (i) they request it in writing to the Facilities Supervisor at least five (5) working days prior to the commencement of such leave, and
- (ii) the leave is for a good reason and does not interfere unduly with the operations of the School District.

In unexpected situations, leave may be granted through verbal notification from the Facilities Supervisor or their designate.



**17.02 Union Business**

- (a) An employee who has been elected or appointed by the Union to attend Union Conventions, Union School or other business of the Union, shall be granted a leave of absence for this purpose. The Union will inform the Board of the name of the employee. Such leave shall not exceed a collective maximum of ninety (90) days in any one (1) calendar year. Union leaves may be denied in the case of emergency. The Union agrees that no more than five (5) employees will be absent at any one time for such leave. Extensions may be granted by mutual agreement.
  
- (b) While an employee is on Union Leave, the School District will pay normal wages and deductions, including pension contributions and the Union shall fully reimburse the School District for such payments. Benefits will be paid by the Board.

**17.03 Leave for Union Staff**

The Board shall grant an employee a leave of absence of not more than two (2) years for Union Business, providing the employee has requested this leave in writing and the Union has approved the request. This leave may be extended for additional two (2) year periods. Such leave shall be without pay. Benefits may be continued at no cost to the Board.

**17.04 Election Leave**

An employee may be released from duty in order to fulfill their function as an elected official in a local office. This release will be with loss of pay at a rate as established in the current negotiated agreement for personal leave. Permission must be obtained from the Facilities Supervisor for this release.

If an employee is elected to a public office at Municipal, Provincial or Federal level, they may request a leave of absence from the School Board. Such leave shall be without pay. The employee will return to employment with the School District of Mystery Lake in a position comparable in wages and benefits to the position held when leave commenced.

An employee elected to public office will be given six (6) days with pay to conduct the elected position's work.

**17.05** The Union will be notified of all leave granted under this section.

**17.06 Jury Duty**

The Board shall pay an employee who is required to serve as a juror, or attend as a court witness, at any case other than their own, the difference between their normal earnings and the pay they received for jury service or as a court witness. The employee shall present proof of service and the amount of remuneration received.

#### 17.07 Education Leave

Where the employee has received prior approval from the Facilities Supervisor for a correspondence or night school course in a job related field in Thompson and has successfully completed that course, they will be reimbursed seventy-five percent (75%) of the cost of registration and course materials up to a maximum of one thousand dollars (\$1,000.00). The employee agrees to provide receipts of registration and course material costs to the employer and to continue in the employ of the School District for one (1) year following completion of the course.

Employees shall be entitled to take education leave which is job related without loss of seniority and the employer will provide fringe benefits at a nominal cost while on Education Leave.

During the Education Leave the employee shall continue to accumulate seniority. To receive Educational Leave an employee must have two (2) years seniority and hold a permanent position. Employees entitled to leave under this clause shall be limited to one (1) employee for one (1) year in the Bargaining Unit per contract year. Such leave may be extended upon request to the Board. The employee must request such leave in writing prior to the beginning date of the course.

#### 17.08 Parental Leave

The Board shall grant a leave of absence in accordance with the Manitoba Employment Standards Code. Employees receiving such parental leave will retain and accumulate seniority during such leave. Upon return the employee will resume their normal duties in their former position or a job of equal standard providing their original position has been phased out. Benefits may be continued at no cost to the Board.

- i) Parental Leave may be in addition to Maternity Leave as per article 17.11 and no less than provided in the Manitoba Employment Standards Code.

#### 17.09 Adoption Leave

An employee shall be entitled to an adoption leave of absence in accordance with the Manitoba Employment Standards Code subject to the following conditions:

- Application for such leave is made in writing at least four (4) weeks prior to the date the leave is to commence.
- Such leave shall commence not later than one (1) year from the day on which the child comes into the care and custody of the employee.
- Where two adopting parents are both employees of the District the total amount of adoptive leave available to the two employees shall not exceed twenty-three (23) weeks. Employees receiving such adoption leave will retain and accumulate seniority during such leave. Upon return, the employee will resume their normal duties in their former position or a job of equal standard, providing their original position has been phased out. Benefits may be continued at no cost to the Board.

17.10 Paternal Leave

The Board will grant paternal leave for the other parent: Two (2) days with pay at the discretion of the employee within a week of the date of birth of the child. Employees receiving such paternal leave will retain and accumulate seniority.

17.11 (a) Maternity Leave

The Board shall grant leave of absence not to exceed seventeen (17) weeks in the event of maternity. Employees receiving such maternity leave will retain and accumulate seniority during such leave. Upon return, the employee will resume their normal duties in their former position or a job of equal standard, providing their original position has been phased out. Additional leave of absence may be granted for a period in excess of seventeen (17) weeks upon presentation of a doctor's certificate requiring such additional leave.

- i) Maternity Leave may be in addition to Parental Leave as per article 17.08 and no less than provided in the Manitoba Employment Standards Code.

The Board will assume payment of all benefits for those employees who qualify for maternity leave.

17.11 (b) E.I. Maternity Benefit Top Up

1. An employee taking maternity leave pursuant to this article and entitled to Employment Insurance Benefits shall be entitled to receive top up pay for the period of leave up to seventeen (17) weeks in the amount of seventy-five percent (75%) of the salary being received at the time leave was taken, this pay to include benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan.
2. In respect of the period of maternity leave, top up payments made according to the SEB Plan will consist of the following:
  - i. For the first two (2) weeks, payments equivalent to seventy-five percent (75%) of their gross salary, and
  - ii. Up to fifteen (15) additional weeks' payment equivalent to the difference between the Employment Insurance Benefit the employee is eligible to receive and seventy-five percent (75%) of their gross salary.
  - iii. Any employee receiving E.I. top up benefits must enter into an agreement with the District providing that:
    - a) they will return to work and remain in the employ of the District for at least the equivalent of six (6) months following their return to work and;

- b) should they fail to return to work as provided under (a) above, they are indebted to the District for the full amount of pay received from the District as a maternity top up during the entire period of leave.

**17.12 Family Leave**

Employees shall be entitled to use up to five (5) days of accumulated sick leave per school year to attend to the illness or medical appointments of their immediate family members including spouse, children (under the age of 19), parents of the employee, or any person residing in the employee's home. Where such cases occur and both parents of a particular child are members under 8223-00 and 8223-13, both parents may not access this provision concurrently. The employee may be required to provide proof of family illness, the cost of which will be borne by the employee.

**ARTICLE 18 - BEREAVEMENT LEAVE & COMPASSIONATE LEAVE**

**18.01 Bereavement Leave**

- (a) Immediately following the death of an employee's spouse or child, mother, mother-in-law, father, father-in-law, stepparent, stepchildren, brother or sister, son-in-law or daughter-in-law the Board shall grant fifteen (15) working days Leave of Absence with pay.
- (b) In the case of a death of other members of the employee's immediate family, the Board shall grant ten (10) working days leave of absence with pay within a school year (July - June), immediately following the date of death. Other members shall include: grandparents, grandparents-in-law, grandchildren, brother-in-law, sister-in-law, and foster children currently in their care.
- (c) Three (3) bereavement leave days may be retained at the employee's request for use in the case where actual interment or cremation is at a later date. Two (2) days may also be retained where travel is required.

**18.02 Compassionate Leave**

In the case of serious illness only of son, daughter, foster child (currently under the employee's care), wife, husband, mother, father, brother, sister, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, immediate step-family, each employee shall be allowed compassionate leave without loss of pay up to but not exceeding a total of five (5) working days in any one (1) school year. The Board reserves the right to request a medical certificate for any absences as allowed herein.

Approved requests in excess of five (5) working days are to be taken from sick leave up to a maximum of fifteen (15) days.

Extensions may be granted by the Board for Articles 18.01(a) & (b) & 18.02.

**ARTICLE 19 - SICK LEAVE**

- 19.01 (a) Sick leave is provided for the sole purpose of insuring a continuous income to an employee during periods of illness.
- (b) Routine medical and dental appointments should be scheduled outside of the normal work day.

19.02 Sick leave credits, which will provide leave of absence with pay, shall be accumulated at the rate of two (2) days for each month of service to a maximum of two hundred sixty (260) days. (Also see Letter of Understanding.)

19.03 The following pay out will be paid to employees on death, permanent layoff, or retirement provided that in the case of retirement the employee has reached at least age fifty-five (55) or the age and years of employment with the School District equals eighty (80). Prior to age fifty-five (55) a member upon death, retirement or permanent layoff shall be entitled to twenty-five percent (25%) of accumulated sick leave to a maximum of eight hundred fifty dollars (\$850.00).

<u>PAY OUT</u>	<u>ACCUMULATED</u>
15%	100 – 399 Days
20%	400 – 499 Days
25%	500 or more Days

**EMPLOYEES TO HAVE THREE (3) OPTIONS**

- 1. One-time payment
- 2. One (1) payment annually for three (3) years.
- 3. Consecutive work days off (bridge to retirement date) with pay prior to retirement based on the above percentages.  
(Age fifty-five (55) or magic number eighty (80) must be achieved prior to or during option 3).
- 4. Consecutive work days off as provided in point three (3) above will not be used for the accrual of additional vacation days, sick days, and floaters. Health and Insurance benefits as provided in Article 20 will continue during any consecutive work days off under this provision, consecutive work days off under this provision will continue to count towards the pension service calculation in 19.03 (a)

19.04 The Board may require an employee, who claims that they have been absent because of sickness, to furnish a certificate from a duly qualified medical practitioner, certifying that said employee was unable to perform their duties due to illness.

- 19.05 (a) In the case of a long term disability the School District will maintain the employee's fringe benefits for a minimum of six (6) months from the time the individual became eligible for salary continuation. Such benefits shall be extended for further periods of six (6) months for employees who are not entitled to C.P.P. Disability Pension and providing either the Union or the employee provides medical reasons for extending such benefits. Such medical reasons shall indicate that the employee is not medically capable of being gainfully employed in work they are qualified to perform.
- (b) Coverage will be provided up to a maximum of three (3) years from the date the employee becomes eligible for salary continuance benefits providing the above condition has been met. Employees who are off work due to a non-occupational accident or sickness shall continue to accumulate seniority for up to one (1) year after such employee's first start to receive salary continuance. Such employee shall maintain but not accumulate seniority after one (1) year of receiving salary continuance benefits.
- 19.06 When driving outside of Thompson for a referred medical/dental specialist appointment(s) on normal work days, the employee will be allowed the day before, if it is a work day, to travel there, a day for the appointment, and the next calendar day to travel back if it is a normal work day.

## **ARTICLE 20 - HEALTH & INSURANCE BENEFITS**

- 20.01 The Board shall assume payment of the full cost of the monthly Group Life Insurance premiums for all employees who elect to join the Plan. The Plan provides coverage of one hundred thousand dollars (\$100,000.00) for all employees and shall also provide for double indemnity in the event of an on-the-job accident. In the event the Board enrolls in a Provincial Plan of group life insurance being introduced, jointly by MAST and MTS, then the terms and coverage of the new plan shall be applied to this Agreement provided that the benefits are not less than the present plan.
- 20.02 The Board shall assume payment of the full cost of the premiums for the Drug Insurance Plan (\$0.35 co-insurance) currently in effect in the District. If both spouses work for the School District of Mystery Lake, only one family rate will be assumed by the District.

It is agreed that any changes in the carrier of the plan will not affect the coverage or cost for the employees.

Prescription Drug Coverage for Retirees

Employer to cover the cost of the Pharmacare deductible for prescription drugs for Retirees to age seventy (70) provided the employee has reached at least age fifty-five (55) or the age and years of employment with the School District equals eighty (80). This is to be based on the employee pension earnings, provided they are not covered under another plan.

- 20.03 The Board shall assume payment of the full cost of the premiums for the Dental Plan (Level 3) and the Optical Plan (two hundred fifty dollars (\$250.00) the 1<sup>st</sup> of the month following the date of ratification, three hundred dollars (\$300.00) September 1<sup>st</sup>, 2014).

It is agreed that any changes in the carrier of the plan will not affect the coverage or cost for the employees.

Additional Northern Dental Fees to be covered by the Dental Plan or the Employer.

- 20.04 The Board shall assume payment of the full cost of the premiums for the Long Term Disability Plan currently in effect in the District and it shall be a condition of employment with the District.

- 20.05 Employees shall participate in the MUPP pension plan in accordance with terms and conditions of this plan.

The District shall contribute 10% of gross salary excluding overtime (effective April 1, 2023) and the employees, effective July 1, 2013, shall contribute 5% of gross salary excluding overtime.

- 20.06 The Board shall assume payment of all benefits for those employees who qualify for maternity leave.

- 20.07 Employees may contribute to the U.S.W District 3 Retirement Savings Plan and/or RRSP by means of payroll deduction made on each and every pay period in accordance with the Letter of Understanding attached to this agreement.

- 20.08 The Board and employee agree to share the cost of ambulance/semi-private care. Coverage shall be compulsory for those employees hired after July 1, 1998.

- 20.09 Employees and their spouse, (spouse as defined by legislation), shall be entitled to reimbursement for the cost of one (1) eye examination up to a maximum of seventy dollars (\$70.00) each once every two (2) years effective the date of signing the collective agreement – 2009.

**ARTICLE 21 - SAFETY AND HEALTH**

- 21.01 In an effort to maintain a high standard of safety and health, the Union may form a Safety and Health Committee who can meet with the District from time to time to discuss matters of safety and health.
- 21.02 A USW representative is on the Workplace Safety & Health Committee and will be involved with investigations as required.

**ARTICLE 22 - INJURED EMPLOYEES**

- 22.01 In the event of an employee sustaining injuries at work, every effort shall be made by the employer to appropriately accommodate the injured employee.

**ARTICLE 23 - REPORTING ALLOWANCE**

- 23.01 An employee shall be paid a reporting allowance for eight (8) hours at the appropriate rate of pay if the work for which they were scheduled to perform, or substitute work, is not available. The eight (8) hour reporting allowance will not be paid if substitute work is refused.

**ARTICLE 24 - TRANSPORTATION DURING WORKING HOURS**

- 24.01 The Board shall provide transportation for an employee who is transferring from one job location to another providing such a transfer does not occur at the beginning of the work day.
- 24.02 Where the employees are authorized to use their own vehicles for the purpose of School District work, employees shall receive an amount in accordance with the following schedule:
- 1) Vehicle is operated on an occasional basis one hundred forty-five dollars (\$145.00).
  - 2) Vehicle is operated on a daily basis two hundred eighty-five dollars (\$285.00)/month.



**ARTICLE 25 - TRAINING**

25.01 In an effort to provide employees with an opportunity to qualify for certain higher jobs, the Board is prepared to provide training during working hours; such training to be offered at a time which will not interfere unduly with the operation of the School District. Training will be provided in the following classifications:

- i) Cleaning Persons
- ii) Caretakers
- iii) Head Caretakers
- iv) Delivery Person
- v) Warehouse Person

The above-mentioned training will be taken into consideration in subsequent filling of vacancies.

25.02 A successful applicant shall be paid during the training period at the rate of their regular classification.

25.03 The employer shall notify the Union before the introduction of major technological changes which affect the employees. In the event of major technological change, the District would endeavor to ensure that employees who are affected by this introduction would be trained to utilize the equipment.

**ARTICLE 26 - SEVERANCE PAY**

26.01 An employee shall receive an amount equal to two (2) weeks pay after the first (1<sup>st</sup>) year of service plus one (1) week pay for each additional year of service in the event of permanent lay-off.

**ARTICLE 27 - MISCELLANEOUS**

27.01 Humanity Fund

It is understood and agreed that with respect to the USW Humanity Fund the Board will deduct \$2.00 per month from all participating employees. If an individual employee should request in writing no such deduction will be made from their pay. These funds will be paid every three (3) months by a separate cheque to the "Steelworkers Humanity Fund" and forwarded to the United Steelworkers, 234 Eglinton Ave. E., Suite 700, Toronto, Ontario M4K 1P7, on behalf of Local 8223. Photocopies of lists and amounts are to be forwarded to the local union.

**ARTICLE 28 - DURATION, RENEWAL OR REVISION OF AGREEMENT**

- 28.01 This Agreement shall become effective on May 1st, 2022 and shall continue in force up to and including April 30th, 2025 and thereafter from year to year unless terminated or renewed as hereinafter provided.
- 28.02 If either Party to the Agreement desires to renew, revise or terminate this Agreement, then not less than thirty (30) days nor more than sixty (60) days, prior to the expiry date of the Agreement, such party shall give notice, to the other party.
- 28.03 No part of this Agreement, or a renewed or revised Agreement shall have a retroactive effect unless specifically so provided.

Executed in the City of Thompson, Manitoba, this 18 day of MAY, 2023.

ON BEHALF OF THE BOARD

S. Anderson  
Boz  
H. Hymos  
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ON BEHALF OF THE UNION

[Signature]  
Amundis  
M. Dickson  
J. Lynas

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**SCHEDULE "A"**  
**LOCAL 8223-13 SALARY SCALE MAY 1, 2022 TO APRIL 30, 2025**

<b>Classification</b>	<b>Effective July 1, 2021 Hourly</b>	<b>Effective July 1, 2022 Hourly</b>	<b>Effective May 1, 2023 Hourly</b>	<b>Effective May 1, 2024 Hourly</b>
Maintenance Journeyman	\$39.51	\$40.50	\$41.51	\$42.55
Maintenance Leader	\$36.40	\$37.31	\$38.24	\$39.20
Maintenance 1	\$36.88	\$37.80	\$38.75	\$39.72
Warehouse	\$34.16	\$35.01	\$35.89	\$36.79
Maintenance – 2	\$28.99	\$29.71	\$30.45	\$31.21
Warehouse/Delivery Person (½ Time)	\$29.02	\$29.75	\$30.49	\$31.25
Day Caretaker	\$28.82	\$29.54	\$30.28	\$31.04
Head Caretaker – RDPC	\$31.56	\$32.35	\$33.16	\$33.99
Head Caretaker – Elementary	\$29.26	\$29.99	\$30.74	\$31.51
Head Caretaker – SBO	\$29.26	\$29.99	\$30.74	\$31.51
Caretaker – 8 hours	\$28.01	\$28.71	\$29.43	\$30.17
Cleaner	\$25.07	\$25.70	\$26.34	\$27.00
Substitute (first 75 working days)	\$25.07	\$25.70	\$26.34	\$27.00
Casual Labour (maintenance)	\$24.63	\$25.25	\$25.88	\$26.53
Split Shift Premium	\$2.33	\$2.33	\$2.33	\$2.33
Main Afternoon Shift Premium	\$0.52	\$0.52	\$0.52	\$0.52
Student Lead Hand (maintenance)	\$20.53	\$21.04	\$21.57	\$22.11
Student (Maint)(May 1 – Sept 30)	\$18.73	\$19.20	\$19.68	\$20.17

Note: Base Salary for R.D. Parker Collegiate Head Caretaker will be the equivalent of Elementary Head Caretaker plus split shift premium, plus fifteen cents per hour.

A premium of \$1.60 per hour will be paid when assuming the duties of the Facilities Manager.

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS")

LETTER OF UNDERSTANDING-01

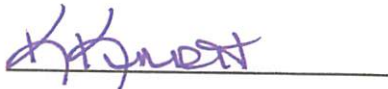
Re: Contracting Out

It is agreed that, for the term of this agreement, the School District of Mystery Lake will not contract out the jobs for which the Union is a bargaining agent.

ON BEHALF OF THE BOARD

  
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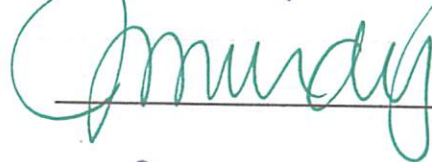
  
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ON BEHALF OF THE UNION

  
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Date: May 23, 2023

Original Signed: April 1, 1980

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS")

**LETTER OF UNDERSTANDING-02**




Re: Training Committee

It is proposed that a Training Committee be formed consisting of the following personnel:


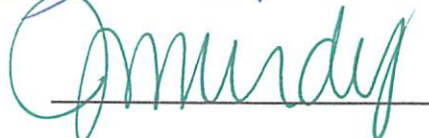


U.S.W. 8223-13	- 1 maintenance person; - 1 janitorial person
U.S.W. 8223-00	- 1 secretarial/clerical person; - 1 educational assistant
Senior Administration	- 2 supervisors
Trustee	- 1

The objective will be to explore a mutually beneficial training plan for those employees making application for such training and nominated by their supervisor.

ON BEHALF OF THE BOARD

  
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ON BEHALF OF THE UNION

  
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Date: May 23, 2023

Original Signed: January 21, 1993

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS")

LETTER OF UNDERSTANDING-03

Re: Reclassification

The School Board agrees that Cleaners will be given the option to remain as Cleaners or reclassify to Caretakers with the current caretakers' wages. Employees who decide to remain as Cleaners will be grand-fathered until employment is terminated. These employees will receive all negotiated wage and benefit increases. Those Cleaners who exercise the option to reclassify must be capable of carrying out duties of the Caretaker.

The following is a listing of the grand-fathered employees:

Employee No. 6167

Substitute employees who are employed prior to July 1998 will not be subjected to any changes in the 2006-2009 agreement and will continue to receive negotiated wage and benefit increases.

ON BEHALF OF THE BOARD



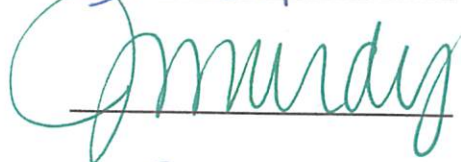




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ON BEHALF OF THE UNION









Date: May 23, 2023

Original Signed: June 23, 1998

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS")

LETTER OF UNDERSTANDING-04

Re: Sick Days

The School District of Mystery Lake agrees that all employees hired prior to July 1, 1998, will be grand-fathered and will not be subject to changes made in the 1998 - 2000 agreement in regards to sick days.

These employees will continue to accumulate sick days at two (2) days per month without a cap.

The following is a listing of the grand-fathered employees:

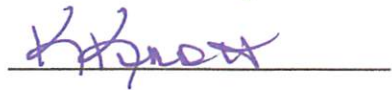
Employee No. 5031  
Employee No. 5045  
Employee No. 5170  
Employee No. 5438

Employee No. 5649  
Employee No. 5720  
Employee No. 6167

ON BEHALF OF THE BOARD



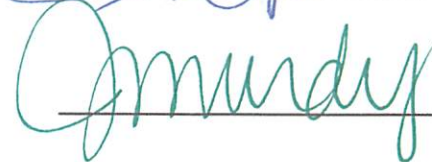


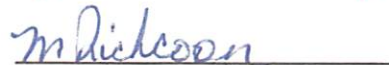


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ON BEHALF OF THE UNION









Date: May 23, 2023

Original Signed: June 23, 1998

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS")

LETTER OF UNDERSTANDING-05

Re: Contract Services

The School Board agrees that in the event District facilities are rented out, the Board will not contract services done by members of USW 8223-13 in such a manner as to jeopardize the continued employment of permanent members of the Bargaining Unit. This Letter of Understanding will be in effect for the length of this agreement.

ON BEHALF OF THE BOARD

*A. Anderson*  
*B. By*  
*H. H. H.*  
\_\_\_\_\_

ON BEHALF OF THE UNION

*J. J.*  
*J. Mundy*  
*M. Rickson*  
*J. J.*

Date: May 23, 2023

Original Signed September 27, 2000



LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION ("UNITED STEELWORKERS")

LETTER OF UNDERSTANDING-06

Re: Northern Travel Allowance

School District of Mystery Lake  
408 Thompson Dr. North  
Thompson, Manitoba  
R8N 0C5




Attention: Secretary-Treasurer

Re: May 1, 2022 – April 30, 2025 Collective Bargaining Agreement


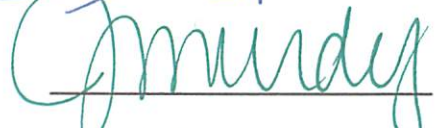
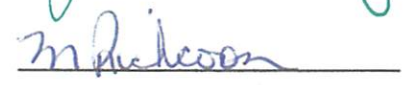

The School District of Mystery Lake and Revenue Canada Taxation recognize the additional cost of travel associated with living in the North. As such, in common with many other employees/employers in the region, an additional three thousand dollars (\$3,000) portion of the annual income has been identified as northern travel allowance in the 2022-2025 collective bargaining agreement.

The School District of Mystery Lake will administer this portion of the employee's income as Northern Allowance and report the same for tax purposes to Revenue Canada.

ON BEHALF OF THE BOARD

  
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ON BEHALF OF THE UNION

  
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Date: May 23, 2023

Original Signed: November 10, 2006

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS")

**LETTER OF UNDERSTANDING-08**

Re: Right to Refuse

**DEFINITION**

A worker may refuse to perform work at a workplace where they have reasonable grounds to believe and does believe that the particular work is dangerous to their safety or health, or the safety and health of another worker or any other person.

**STEP 1**

An employee should contact their immediate supervisor immediately and explain the reasons why they believe that the task is dangerous. A visual investigation should take place, at that point, between the immediate supervisor and the employee. If the situation has been resolved between the immediate supervisor and the employee by implementing a temporary solution, the matter will be recorded and the details of the temporary resolution documented.

**STEP 2**

If satisfactory conclusion does not occur at Step 1, the incident will be recorded as a formal "right to refuse" and the appropriate documentation will be signed by the employee and the immediate supervisor, and the employee should be reassigned to another job, preferably in the immediate area, but must be available pending any further investigation.

**STEP 3**

A supervisor shall not assign or require any other worker to perform the particular work unless that worker has been informed by the first worker, or a Safety and Health Officer, of the worker's refusal to perform the work and the reasons thereof.

**STEP 4**

If the situation cannot be resolved between the immediate supervisor and the employee, it is now referred to senior supervision, the appropriate Union Health and Safety representative and the Safety Department. It is understood that if the employee so desires, a Union steward will be made available.

**STEP 5**

If the situation cannot be resolved, the situation may be referred to a Safety and Health Officer by any of the participating parties.

ON BEHALF OF THE BOARD

A. Anderson

B. By

H. Hymn

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ON BEHALF OF THE UNION

J. J. J.

J. J. J.

M. M.

J. J.

Date: May 23, 2023

Original Signed: October 15, 2021

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
("the District")

-and-

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS") LOCALS 8223-00 AND 8223-13  
("the Unions")

**LETTER OF UNDERSTANDING-09**

Re: Sexual Harassment Policy

**SCHOOL DISTRICT OF MYSTERY LAKE  
SEXUAL HARASSMENT POLICY**

The School District of Mystery Lake has developed this Policy through a committee comprised of union representatives, a teacher association representative and administrators.

The Policy is intended to govern the conduct of all staff and trustees of the School District in their relations with each other.

**Preamble**

The Board of Trustees and the Unions/Associations recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace. Any person who is in breach of this policy may be subject to disciplinary action or discharge.

**Definition**

Sexual harassment is any unsolicited and unwelcome sexually oriented behaviour. It applies to employees of either sex. It may include but is not limited to the following:

- unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
- implied or expressed promise of reward for complying with a sexually oriented request
- implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.
- unwelcome remarks, jokes, innuendoes, propositions, or taunting about a person's body, attire, sex or sexual orientation,
- displaying of pornographic or sexist pictures or materials.

### **Prevention/Minimize Sexual Harassment Claims:**

The School District of Mystery Lake should:

1. Follow the policy.
2. Clearly and regularly communicate the policy to all supervisory and non-supervisory employees, express strong disapproval of sexual harassment, explain the sanctions for such conduct.
3. Ensure privacy, provide effective remedies, protect witnesses and victims against retaliation.
4. Post policy clearly at work sites.
5. Develop a process to educate current and future employees including trustees.

### **The Process for Dealing with Sexual Harassment Between Two (2) Employees:**

Where an employee is of the opinion that they have been or are being sexually harassed by another employee, the employee may be expected to do the following:

- as a first step, try and resolve the problem by informing the offender that what is being said or done is offensive and ask that such behavior stop, unless the employee is feeling so insecure or threatened or intimidated, that the employee may go directly to the second step.
- as a second step, try and resolve the problem by involving the union representative(s) of either or both parties.
- as a third step, report to the immediate supervisor for resolution of the problem unless the immediate supervisor is the alleged offender.
- as a fourth step, report to the Superintendent of the School District for resolution of the problem.
- as a fifth step, draw the attention of the Board of Trustees to the problem.

**It is recognized that the alleged offender and victim may belong to the same union/association (USW 8223-13 or USW 8223-00 or TTA) or a different union/association. The above steps would need to be followed regardless of which union the parties belong to.**

### **Between Employee and Supervisor:**

If, on the other hand, the employee is being harassed by a supervisor, then the following steps may need to be followed:

- as a first step, try and resolve the problem by informing the supervisor that what is being said or done is offensive and ask that such behavior stop, unless the employee is feeling so insecure or threatened or intimidated, that the employee may go directly to the second step.
- as a second step, try and resolve the problem by involving the union representative(s).
- as a third step, try and resolve the problem by reporting to the next line supervisor.
- as a fourth step, try and resolve the problem, by reporting to the Superintendent.
- as a fifth step, draw the attention of the Board of Trustees to the problem.

### **Between Employees and Trustee:**

Where an employee is of the opinion that they have been or are being sexually harassed by a member of the Board of Trustees, the employee may do the following:

- As a first step, the employee with Union representative(s), try and resolve the problem, involving the Trustee, as to what is being said or done is offensive and ask that such behaviour stop.
- As a second step, draw the attention of the entire Board of Trustees to the problem.

**Between Employees and Third Parties:**

Where an employee feels harassment from third parties (ie. suppliers, carriers, sales representatives, parents) then it is expected that the employee will notify their immediate supervisor for resolution of this matter.

**Time Lines**

It is important that the matter at each step (stage) be dealt with as expeditiously as is feasible or at the latest within one to 2 weeks (10 school days) unless extended due to extenuating circumstances.

**Consequences / Actions by the Board of Trustees**

The Board or designate after investigating the complaint, shall have the authority to:

1. dismiss the complaint; or
2. determine the appropriate discipline; and/or
3. take any action which in the opinion of the Board may be necessary.

**Frivolous Complaint**

Where the Board or designate determines that a complaint has been made for frivolous, or vindictive reasons, the Board shall have the authority to

1. take disciplinary action against the complainant; and/or
2. take any action against the complainant which in the opinion of the Board may be necessary.

**Grievance**

This policy and procedures in no way precludes either party from seeking action under the CBA and/or Human Rights Legislation.

**General:**

- Where sexual harassment is recognized as having occurred, then the victim and the said union/association will be so informed.
- After care program involving time off in order to deal with the trauma of sexual harassment.
- Where sexual harassment has been recognized as such, sick leave taken in the interim will be reversed.
- The victim and relevant others will be kept informed of the actions taken.

ON BEHALF OF THE BOARD

A. Anderson

B. J.

K. K. K.

\_\_\_\_\_

ON BEHALF OF THE UNION

[Signature]

Mundy

M. Dickson

J. Linds

Date: May 23, 2023

Original Signed: October 15, 2021

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS")

**LETTER OF UNDERSTANDING-10**

Re: Steelworkers Savings Plan

I have read all the terms and conditions of the USW District 3 Steelworkers Retirement Savings Plan (hereafter referred to as the Plan). I understand same and I agree to and adopt said terms and provisions. I confirm that I understand that the District's only involvement in the Plan is to facilitate the payroll deduction as I have stipulated, and to forward same as required by the Plan (and for valuable consideration the receipt and sufficiency of which I hereby acknowledge), I irrevocably release the District from any liability in connection with any loss or damage suffered as a result of any act of omission or commission regarding the investment, administration or management of the Plan including, without restricting the generality of the foregoing, any loss suffered in respect to any investment made by the Plan.

My enrolment in the Plan shall become effective commencing September 1, 20\_\_.

I understand that I may give written notice to the District prior to September 1 in any year to alter my deduction for the subsequent school year.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

Agreed to by the District:

May 23, 2023  
Date

[Signature]  
Secretary-Treasurer

Original Signed: January 21, 1993



## **APPENDIX "A" TO U.S.W. LOCAL 8223-13 C.B.A.**

The School District of Mystery Lake provides prescription drug, vision care, dental care, group life insurance, pension and salary continuance to all regular full time employees and regular part time employees who work an average of half time or more.

### **PRESCRIPTION DRUG PLAN**

- This plan covers charges for drugs and medicines, including insulin, which are purchased on the written prescription of a medical practitioner, and dispensed by a licensed pharmacist.
  - Effective May 1, 2023, over-the-counter prescribed medications will not be eligible for reimbursement.
- Prescription Drug charges are fully covered by the plan, after the employee/dependent has paid a "co-payment" of thirty-five cents (\$0.35) per prescription to the Pharmacist at the time the drugs are dispensed.
- The Plan does not cover vitamins and vitamin preparations (unless injected), patent or proprietary medicines, contraceptives other than oral contraceptives, or drugs paid for by any other agency.
- Prescription Drug Coverage for Retirees
- Employer to cover the cost of Pharmacare Deductible for prescription drugs for retirees to age sixty-five (65) provided the employee has reached at least age fifty-five (55) or the age and years of employment with the School District equals eighty (80). This plan will cover to a maximum of three percent (3%) of School District pension earnings, provided they are not covered under another plan.

### **VISION CARE PLAN**

- Effective July 1, 2013, employees may claim for reimbursement for vision care expenses, up to a maximum of two hundred fifty dollars (\$250.00) per person. Effective September, 2014 employees may claim for reimbursement for vision care expenses, up to three hundred dollars (\$300.00) per person every two (2) years with a fixed date of September 1<sup>st</sup>. Separate benefits are available to each member of a family.
- Eligible vision care expenses include the cost of:
  - eyeglasses (frames and/or lenses)
  - replacement glasses
  - repairs to existing glasses
  - contact lenseswhich are prescribed as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist.
- No benefits are payable for industrial safety glasses, where a third party is responsible for payment.

## **DENTAL SERVICE PLAN**

The Plan covers

- One hundred percent (100%) of eligible charges for "Basic" dental services, including:
  - examinations, X-rays
  - prophylaxis, application of fluoride
  - extractions, oral surgery
  - fillings
  - endodontics
  - periodontics
  - maintenance and repair of dentures
  - major services required as a result of accidental injury
  
- Fifty percent (50%) of eligible charges for "Major" dental services, including:
  - crowns and bridgework
  - dentures
  - gold inlays and onlays
  
- Fifty percent (50%) of eligible charges for "Orthodontics"

Orthodontic benefits are available only to dependent children under seventeen (17) years of age, and are subject to a lifetime maximum of one thousand dollars (\$1,000.00) per child.

"Eligible Charges" are those listed in the Manitoba Dental Association Schedule of Fees in effect at the time the services are provided.

- Additional Northern Dental Fees to be covered by the Dental Plan or the Employer

## **GROUP LIFE PLAN**

Life insurance coverage provided under this plan is one hundred thousand dollars (\$100,000.00) with a provision for double indemnity in the event of an on-the-job accident.

Should an insured person become totally disabled and upon qualification of the carrier, a waiver of premium is available for Life or as long as the disability lasts. This provision enables the Life insurance coverage to remain in force without premium payment for this particular member.

## **LONG TERM DISABILITY**

Benefits commence after you have been disabled for one hundred twenty days (120) and on the expiration of all salary or sick leave paid by your employer.

Long Term Disability provides you with a regular income to replace salary which is lost as a result of a lengthy disability due to accident or sickness. Income from this insurance is coordinated with other disability income for which you may be eligible from other sources. Your benefit will be seventy percent (70%) of your gross monthly salary to a maximum monthly benefit of six thousand dollars (\$6,000). Please note that your monthly benefit is directly reduced by any benefits you may receive from other group insurance or government plans.

To qualify for benefits during the first twenty-four (24) months of a disability or sickness, the only requirement is your inability to perform the normal duties of your own occupation and to remain under the continuous care of a physician. Thereafter benefits continue on the basis of total disability, that is, the inability of the employee to perform any duties for remuneration or profit for which they are reasonably fitted by education, training or experience.

As an incentive to encourage a person to return to gainful employment prior to full recovery, provision is made for attempts at rehabilitative employment at the option of the disabled member without forfeiting benefits under the plan. Benefits are reduced by only fifty percent (50%) of the basic monthly earnings from any rehabilitative employment. This enables a person to receive a greater total income (for up to twenty-four (24) months) by returning to work. If an employee is receiving earnings under a rehabilitation program, there is a further overriding provision that applies to the total benefits co-ordination so that the employee's income from all sources while disabled does not exceed their pre-disability level of income. Therefore, the salary continuance benefit would be further reduced so that income from all sources, including one hundred percent (100%) of one's earnings from rehabilitative employment do not exceed one hundred percent (100%) of one's pre-disability income.

## **ELIGIBILITY**

Benefits are available to all regular full time employees and regular part time employees who work an average of half time or more.

Newly hired employees are eligible for pension, prescription drug, vision care and dental benefits immediately upon employment.

New employees joining the Salary Continuance Plan are covered on the day they commence work, with the exception of any disability that prevented, or would have prevented them from performing their normal occupation in the thirty (30) day period immediately before they commenced work. This disability will not become covered until such time as the employee is capable of performing their regular occupation for a period of thirty (30) days, uninterrupted by that disability.

You may join the Group Insurance Plan on the date you begin employment. If you are absent, your eligibility will date from your first day of work.

Please refer to specific benefit plans for complete information on eligibility and enrolment.

**APPENDIX "B"**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SCHOOL DISTRICT OF MYSTERY LAKE  
("the District")**

**-and-**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
("UNITED STEELWORKERS") LOCALS 8223-00 AND 8223-13  
("the Unions")**

**RE: SCHOOL DISTRICT OF MYSTERY LAKE NO. 2355 PENSION PLAN ("THE PLAN")**

**WHEREAS** the Plan Actuary advised in its report made as at June 30, 2012 that absent significant amendments/adjustments to the Plan, and/or additional funding, the Plan would be wound up in accordance with its existing terms:

**AND WHEREAS** the District and the Unions are desirous of making the necessary amendments/adjustments to continue and maintain the Plan;

**SUBJECT TO REGULATORY APPROVAL THE DISTRICT AND THE UNIONS HAVE AGREED AS FOLLOWS:**

1. That the District and the Unions with the assistance of the Plan Actuary, will take any and all necessary steps to convert the Plan to a Multi-Unit Pension Plan (the "MUPP"), as designated under the Pension Benefits Act of Manitoba (the "PBA");
  - a) For greater clarity, it is understood that the District and Unions must mutually agree on any amendments required to the Pension Plan text, trust document, governance document or any other documents required to complete this process prior to said documents being filed with the Regulator.
2. That the District and the Unions designate Current Pensioners (including survivors) as a special class of members, whose benefits would be protected in the event of a future wind-up of the MUPP:
  - a) For greater clarity, "Current Pensioners" means retirees and surviving spouses and/or beneficiaries who are in receipt of a pension benefit as at December 31, 2012,
  - b) Also for greater clarity, "protected" benefits means that benefit will be fully funded by the District to the extent that any additional funding is required at MUPP wind-up-i.e. beyond the available assets in the Plan fund

3. That the District and the Unions, with the assistance of the Plan Actuary, will take any and all steps to secure Solvency Exemption in accordance with the terms of the Public Service Solvency Exemption Regulation under the PBA;
4. That effective July 1, 2013, employees participating in the Plan will contribute to the Plan an amount equivalent to 5% of their gross salary;
5. That the District will continue to contribute to the Plan an amount equivalent to 10% of the District's payroll costs of employees participating in the Plan;
6. That effective January 1, 2013, the basic pension levels will be restored at \$36.50 and \$42.00;
7. That the District and the Unions immediately establish a Joint Pension Committee (as a precursor to the Joint Board of Trustees);
8. That the District and the Unions will immediately instruct the Plan Actuary to proceed with application for/implementation of the amendments/adjustments referred to above;
9. That the District will fund required contributions to maintain the Plan pending implementation of the changes set forth herein, provided there is no undue delay in such implementation, it being agreed that any such contributions will be credited to the District and so reflected in the funding required by the District for the 2013/2014 fiscal year, as set forth in paragraph 4 hereof.

Dated: 23 day of May, 2023.

MYSTERY LAKE SCHOOL DISTRICT

Per: 

Per: 

UNITED STEELWORKERS LOCAL 8223-00

Per: 

UNITED STEELWORKERS LOCAL 8223-13

Per: 

Original Signed: December 10, 2013