

**AGREEMENT BETWEEN  
THE RIVER EAST TRANSCONA SCHOOL DIVISION**  
(hereinafter referred to as the "Division"),

- and -

**THE RIVER EAST TRANSCONA EDUCATIONAL ASSISTANTS  
ASSOCIATION**  
(hereinafter referred to as the "Association")

**JANUARY 1, 2015 to DECEMBER 31, 2018**

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## **ARTICLE 1 – RECOGNITION**

- 1.01 The Division hereby recognizes the Association as the sole and exclusive bargaining agent for all employees covered by Manitoba Labour Board Certificate No. MLB-7052.
- 1.02 The Association shall have the right at any time to have the assistance of counsel when dealing with or negotiating with the Board.
- 1.03 The Association Negotiating Committee shall consist of not more than six (6) members and the Grievance Committee shall consist of not more than two (2) members. The Association will advise the Division of the members on these committees and any subsequent changes to these committees.
- 1.04 The Association will supply the Division with the names of its officers. Likewise, the Board will supply the Association with a list of its personnel with whom the Association may be required to transact business.
- 1.05 The Association recognizes the responsibility imposed upon the Division to provide instruction and training to students attending classes in the Division.
- 1.06 Where an employee has been called in for a meeting(s) where discipline is to be imposed, the employee shall be afforded the opportunity to have an Association Representative present at the meeting. If the employee chooses to do so, the Division will invite an Association Representative to attend the meeting with the Employee.
- 1.07 The Division will send to the Association's President electronic copies of all postings, full-time and part-time hirings and transfers, lay-offs and recalls, resignations and retirements. All electronic copies of documents will be unsigned copies of the original signed documents (if applicable) and the Division will no longer send hard copies to the Association President.

## **ARTICLE 2 – DUES**

- 2.01 Each and every employee who comes under the scope of this Agreement shall have an amount equal to the current Association dues deducted by the Division from each pay cheque. Upon official notification consistent with the Association's constitutional requirements and by at least two (2) authorized signatories of the Association, the Division agrees to carry out any changes to the dues structure. The Association shall notify the Division in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.
- 2.02 For new employees, payroll deductions as set out in Article 2.01 shall become effective from the start of the first full pay period immediately following the commencement of employment.
- 2.03 Such dues shall be forwarded to the Treasurer of the Association not later than the 15th day of the month following such deductions, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.

## **ARTICLE 2 – DUES (continued)**

- 2.04 The Division will, upon request, provide the Association with a list of names of employees from whom deductions have not been made, along with the reasons for such deductions not having been made.
- 2.05 In consideration of the foregoing clauses, the Association shall hold the Division harmless with respect to all dues so deducted and remitted and with respect to any liability that the Division may incur as a result of such deductions.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 Management on its own behalf and on behalf of the electors of The River East Transcona School Division retains and reserves unto itself all powers, rights, authority, duties and responsibilities vested in it by the laws of the Province of Manitoba including the right
- (a) to manage and administer the School System and its properties and facilities and the activities of its employees during working hours and to increase or decrease the staff compliments;
  - (b) to hire all employees, and subject to the provisions of this agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, suspend, discharge, lay off, assign and transfer all such employees and to determine the hours to be worked, and the scheduling of work to be performed.
- 3.02 The exercise of the foregoing powers, rights, authority and responsibility shall not be inconsistent with the specific terms of this agreement.
- 3.03 The Division agrees to exercise its management rights and the terms of this agreement in a consistent, equitable and non-discriminatory manner.
- 3.04 No employee shall be disciplined or discharged except for just cause.

## **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The Association and Division agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, nationality, religion, colour, sex, age, marital status, physical handicap, ethnic or national origin, political beliefs, family status, or by reason of membership or non-membership in the Association.

## **ARTICLE 5 – DEFINITIONS**

- 5.01 (i) "Regular employee" means a full-time or part-time employee who is employed on a regularly scheduled basis.
- (ii) "Temporary employee" means an employee hired for the completion of a specific job or until the occurrence of a specified event and for a period of time less than six (6) months except in either:
- a) the circumstances as outlined in Article 21.01 (b), (c) or (d) if the corresponding leave is approved for a duration greater than six (6) months; or
  - b) where the Association and the Division have mutually agreed in writing to extend the six (6) month stipulation.

A temporary employee shall have no seniority rights but will have all other rights and privileges under this agreement. A temporary employee who becomes a regular employee without a break in service shall have her seniority dated as at her last date of hire as a temporary employee. An employee who is hired as a temporary employee shall receive a letter indicating the length of time that the employee is expected to be employed. A copy of the letter is to be sent to the Association President. The rate of pay for a temporary employee shall be Step 1 of the Wage Schedule that the temporary employee is filling. Temporary positions that become permanent will be posted.

- (iii) "Casual employee" means an employee who is employed on an irregular or unscheduled basis. A casual employee is not covered by this agreement. Effective the date of signing of this agreement, the rate of pay for a casual employee shall be Step 1 of the Wage Schedule.

The Division will not utilize casual employees in a position for a period that exceeds twenty (20) continuous school days from the date on which a casual employee was first placed in such position.

A casual employee can only be awarded a Temporary/Term position or a Regular position through the posting process as set forth in Article 21.

- 5.02 Wherever the singular and feminine are used in the Agreement, the same shall be construed as meaning the plural or masculine or the neuter where the context so admits or requires.

## **ARTICLE 6 – UTILIZATION OF EDUCATIONAL ASSISTANTS**

- 6.01 Educational Assistants shall not be required to determine curricular activities or to diagnose learning deficiencies and prescribe remedial activities.
- 6.02 When an employee is requested to supervise a student(s), she/he will be provided with a telephone or cell phone number where the Principal (or designate) may be reached, should contact be required.
- 6.03 Educational Assistants shall not be required to make arrangements for the provision of their own substitute.
- 6.04 Educational Assistants shall not be required to perform work normally performed by Custodians.

## **ARTICLE 7 – HOURS OF WORK**

7.01 The normal hours of work for all employees, other than those who are specifically hired for a seven and one-half (7 ½ ) hour assignment, shall be no more than seven (7) hours per day, worked from Monday to Friday, inclusively.

The normal work year for all employees shall be no less than the number of teaching and administrative/in-service days for the school year that has been designated by regulation pursuant to The Public Schools Act.

7.02 No employee shall be required to take part in overnight trips unless the Division is unable to obtain the voluntary services of an employee.

7.03 An employee who takes part in overnight trips will, where possible, work a straight shift not to exceed twelve (12) hours in duration, and all such hours worked in excess of seven (7) hours per day (or seven and one-half (7 ½) where such is their normal hours) shall be paid at the applicable overtime rate.

7.04 The Division shall provide each employee with a paid rest period of fifteen (15) minutes during each half of the normal work day.

7.05 Educational Assistants shall receive a duty-free continuous lunch period of at least thirty (30) minutes, but no longer than the established student lunch break in their school.

7.06 It is recognized by the parties that there may be times where, at the employer's request, an employee may not be able to take his/her scheduled unpaid lunch break or paid rest break while attending field trips or in emergent situations when they are unable to leave their assigned student (s).

Where such occurs and the employee's lunch period and/or paid rest break period cannot be rescheduled within the same day, the employee will be compensated monetarily for the missed break.

## **ARTICLE 8 – OVERTIME**

8.01 Overtime shall be defined as time worked in excess of seven (7) hours in one day or thirty-five (35) hours in any one week.

8.02 Employees who normally work less than seven (7) hours per day who are required to work longer than their assigned hours of work shall be paid at straight time rates for the hours so worked, up to and including seven (7) hours per day, and overtime rates thereafter.

8.03 Notwithstanding the foregoing, overtime shall not be paid to employees who are specifically hired for a seven and one-half (7 ½) hour assignment until they have worked in excess of seven and one-half (7 ½) hours in one day or thirty-seven and one-half (37 ½) hours in any one week.

8.04 Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate of pay for the first four (4) hours of overtime in any one day from Monday to Saturday inclusive and double time thereafter.

## **ARTICLE 8 – OVERTIME (Continued)**

All time worked on Sunday shall be paid double the standard rate of pay for every hour worked.

Any employee who is required to work on a Statutory Holiday shall be paid the rate of double time based on the standard rate of pay for every hour worked in addition to her regular pay.

- 8.05 No overtime payments will be made unless authorized by the Director of Human Resources or his designate. The Director of Human Resources or his designate will, however, authorize overtime for all additional hours that have been worked by employees by reason of having been directed by their principal or assistant principal to work such additional hours.

## **ARTICLE 9 – PROBATIONARY EMPLOYEES**

- 9.01 a) Newly hired regular employees shall be considered on probation for a period of sixty (60) full or partial days worked from date of hiring.
- b) During such probationary period, an employee shall be entitled to all rights and privileges of this agreement, but the employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure.
- c) After the probationary period, seniority shall be effective from the original date of hiring.
- d) Newly hired employees shall not be considered for posted positions during the probationary period.

## **ARTICLE 10 – GENERAL HOLIDAYS**

- 10.01 The following holidays shall be observed in The River East Transcona School Division:

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

and any other Statutory Holiday as proclaimed by the Province of Manitoba or the Government of Canada; and any other holiday proclaimed by the School Board or Municipal authorities for which the schools will be closed.

- 10.02 Provided that where any of the said days, except Remembrance Day, fall on a Saturday or Sunday, the holiday shall be observed on that date which the school observes the holiday.



## **ARTICLE 10 – GENERAL HOLIDAYS (Continued)**

- 10.03 An employee must be employed by the Division by the date upon which the general holiday falls and must have earned wages for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding or immediately following the date upon which the general holiday falls.

## **ARTICLE 11 – ANNUAL VACATION**

- 11.01 For the purpose of this Agreement, a vacation year is the period beginning June 1<sup>st</sup> in any one year and ending May 31<sup>st</sup> of the following year.
- 11.02 Employees shall receive annual vacation pay in accordance with credited service as of June 30<sup>th</sup> on the following basis:
- a) less than 1 year since date of hire – 4% of salary earned
  - b) 1 full year or more since date of hire – 2 weeks
  - c) 3 full years or more since date of hire – 3 weeks
  - d) 10 full years or more since date of hire – 4 weeks
  - e) 15 full years or more since date of hire – 5 weeks
  - f) 24 full years or more since date of hire – 6 weeks
  - g) 30 full years or more since date of hire – 6 weeks plus one day
  - h) 31 full years or more since date of hire – 6 weeks plus two days
  - i) 32 full years or more since date of hire – 6 weeks plus three days
  - j) 33 full years or more since date of hire – 6 weeks plus four days
  - k) 34 full years or more since date of hire – 6 weeks plus five days
- 11.03 As employees are not required to work during Christmas or Spring Break, they shall be paid vacation pay for such periods in lieu of being laid off pursuant to Article 19.
- 11.04 Employees qualifying for more vacation than what is provided for at Christmas and Spring Break shall receive payment for same at the end of May. Subject to operational requirements and the consent of the employer, an employee with twenty-two (22) or more full years of service will be entitled to use up to one (1) week of vacation during the school year. No more than two (2) employees in a school will be granted vacation at the same time, nor will vacation be granted in conjunction with Christmas, Spring or Summer breaks.

**ARTICLE 11 – ANNUAL VACATION (Continued)**

- 11.05 For the purpose of computing vacation credits, the ten (10) month school year shall be considered as one (1) full year.

**ARTICLE 12 – SICK LEAVE**

- 12.01 An employee who is continuously employed by the School Division shall accumulate entitlement for sick leave at the rate of one (1) day for each ten (10) days actually worked (but shall not include periods of sick leave or leave of absence), to a maximum of twenty (20) days per year, but the total sick leave entitlement which shall be allowed to accumulate shall not exceed one hundred and twenty-six (126) days.

Effective date of ratification the maximum accumulation shall increase to one hundred and thirty (130) days.

- 12.02 It is agreed that sick leave is only to be utilized where an employee is unable to be at work and perform her regular duties as a result of illness or injury.

- 12.03 Sick leave is not payable to an employee who is engaged in any employment for a wage or profit during any period for which she claims benefits under the Division Sick Leave Plan.

- 12.04 An employee on retiring, on normal retirement age or in accordance with the Board's Pension Plan, shall receive a maximum of six hundred and sixty dollars (\$660.00) provided she has one hundred and twenty-six (126) sick leave credits remaining. In the event that an employee has less than one hundred and twenty-six (126) sick leave credits the following formula shall apply:

$$\frac{\text{Amount of Sick Leave Credits}}{126} \times \$660.00$$

Effective the date of ratification, the one hundred and twenty-six (126) sick leave credits referenced above and used in the foregoing formula shall be replaced and administered as one hundred and thirty (130) to correspond with the maximum accumulation in Article 12.01.

The Division shall provide an employee, who submits a written request, with an accounting of their sick leave accumulation.

- 12.05 When an employee is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from the Manitoba Public Insurance Corporation, the employee may elect to sign over to the Division the monies received from the I.R.I. and have their regular salary paid to them from the Division.

## **ARTICLE 12 – SICK LEAVE (Continued)**

The difference between the employee's regular salary and the I.R.I. shall be charged against the employee's sick leave accumulation until the accumulated sick leave credits are exhausted.

Should the employee not choose the above option, no salary or benefit shall be paid for by the Division.

- 12.06 Employees shall be entitled to use up to three (3) days of accumulated sick leave per year for emergent medical issues or appointments with a specialist that require the employee's attention that pertain to their spouse, child(ren) and/or parents(s). Such leave is non-cumulative from one school year to the next school year. Documentation to support this leave may be required.

## **ARTICLE 13 – MATERNITY, ADOPTIVE AND PARENTAL LEAVE**

- 13.01 Employees will be eligible to receive maternity, adoptive, parental and compassionate care leave without pay in accordance with provisions of the *Employment Standards Code*.
- 13.02 The Division may, where possible, extend maternity, adoptive, parental and compassionate care leave to the end of a school year if so requested by the employee.

## **ARTICLE 14 – BEREAVEMENT LEAVE**

- 14.01 An employee shall be granted bereavement leave up to five (5) days without loss of pay in the case of the death of a parent, spouse, common-law spouse, child, brother, sister, mother-in-law, father-in-law, grandchild or grandparent.
- 14.02 An employee shall be granted up to one (1) day bereavement leave without loss of pay in the case of death of a daughter-in-law, son-in-law, brother-in-law, sister-in-law or if the employee delivers the eulogy or acts as a pallbearer at the funeral. Brother-in-law and sister-in law shall be defined as the brother or sister of the employee's spouse or the spouse of an employee's sibling.
- 14.03 The Division may, at its discretion, grant additional time to an employee to attend the funeral service where long distance travel is required.

## **ARTICLE 15 – JURY DUTY**

- 15.01 An employee called to serve as a Juror or court witness shall suffer no loss of pay while doing so; any monies received for this duty shall be assigned to the Division.

## **ARTICLE 16 – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS**

- 16.01 Members of the Association executive shall be granted leave of absence without pay for Association business, provided that the aggregate of all such leaves granted under this clause shall not exceed twenty (20) working days in any calendar year.
- 16.02 In addition to the leaves of absence set out in 16.01, the President of the Association shall be granted upon request of the Association a part-time leave of absence with pay (to be taken as one-half day each work day or in such other manner as may be agreed upon by the Association and the Division). The Association shall reimburse the Division in accordance with Article 16.03 for any such leave of absence granted.
- An employee shall retain all of her seniority rights with no decrease in status during her absence on a leave granted pursuant to this Article, and such period of absence will be counted as service with the Division. On return, the employee shall be placed in her former or comparable position with not less than the same wages and benefits.
- 16.03 Any employee on leave of absence for Association business as provided in 16.01 not related directly to the employer shall receive the pay and benefits provided for in this Agreement. However, the Association shall reimburse the employer for all pay and the employers' costs relating to UIC, CPP, payroll tax, group insurance, worker's compensation and MAST Pension Plan contributions during the period of absences. Payment shall be made by the 15th of the month following receipt of a statement from the Division covering the amounts to be so reimbursed.
- 16.04 Any representative of the Association on a Joint Committee of Negotiations, Grievance or Liaison shall have the privilege of attending Joint Committee meetings with the Board held within working hours without loss of remuneration.

## **ARTICLE 17 – PERSONAL LEAVE**

- 17.01 The Board may grant leave of absence, without pay, and without loss of seniority, to any employee requesting such leave; such request to be in writing and submitted to the Director of Human Resources.

## **ARTICLE 18 – SENIORITY**

- 18.01 Seniority shall be defined as the cumulative amount of time, other than overtime, which the employee has worked for the Division in the bargaining unit since the date of last hire. For the purposes of Article 18.02, "hours paid" shall include all hours paid, and any periods of absence while on paid sick leave or long term disability, maternity leave, parental leave, compassionate care leave, association leave or leave while in receipt of workers' compensation benefits.

## **ARTICLE 18 – SENIORITY (Continued)**

18.02 All seniority shall be stated in equivalent of years of service and shall be calculated as follows:

- a) employees shall receive credit for all service prior to July 1, 1988, on the basis of each year of employment constituting a year of seniority;
- b) employees shall receive credit for all service subsequent to July 1, 1988, on the basis of hours paid, with 1,000 paid hours constituting a year of service.

No employee may receive credit for more than 1,000 hours during a one-year period.

18.03 Notwithstanding Articles 18.01 and 18.02, when an employee is absent for a period in excess of twelve (12) months on account of an authorized general leave of absence, sick leave, long term disability, maternity/parental leave, compassionate care leave, or leave while in receipt of Workers' Compensation benefits, her seniority shall be maintained but not further accumulate after the initial (12) month absence.

18.04 Updated seniority lists shall be provided and sent to the Association not later than September 30<sup>th</sup> of each year. The seniority lists will be as at the previous July 1<sup>st</sup>.

18.05 An employee shall lose seniority for any of the following reasons:

- a) if the employee is discharged for just cause and is not reinstated;
- b) if the employee resigns;
- c) if the employee is absent from work without having notified the Division, unless it was not reasonably possible to so notify the Division;
- d) if the employee without valid reason fails to return to work after the termination of any leave that has been granted by the Division;
- e) if the employee is laid off for a period greater than fourteen (14) months.

18.06 For employees falling under the terms of the Agreement, the Division shall provide the Association with the name, starting date and assignment for employees who commence employment in a new position as a result of a posting or new hire. Such information will be provided to the Association within ten days of the date that the employee commences work in that position.

## **ARTICLE 19 – LAYOFFS AND RECALL**

19.01 A layoff shall mean the temporary or permanent discontinuance of an employee's position due to a lack of work or due to the discontinuation of a service or services. However, interruptions in work that coincide with the Christmas, Spring or Summer breaks shall not be considered a layoff for the purpose of this Article.

## **ARTICLE 19 – LAYOFFS AND RECALL (Continued)**

- 19.02 Notwithstanding the provisions of 19.01, an employee who normally works twenty-seven and one-half (27½) or more hours per week, and whose hours of work have been unilaterally reduced shall, at the employee's option, be deemed to have been laid off.
- 19.03 Employees shall be laid off in reverse order of seniority provided the remaining employees possess the necessary qualifications, competency and reliability to perform the work.
- 19.04 The Division shall give employees who are to be laid off written notice of the date of the layoff at least fourteen (14) calendar days prior to the date of the layoff, or in the absence thereof, shall pay the employee for the days on which she would otherwise have worked.
- 19.05 Employees who are laid off will be placed on a recall list for a maximum of fourteen (14) months, and shall be recalled to work as required beginning with the most senior employee, and descending from there, provided that the most senior employee has the qualifications, competence and reliability to perform the duties required of the position to be filled, but such determination shall not be made in an arbitrary or discriminatory manner.
- Where there are employees who are on layoff or who are laid off at the end of June, and there will not be sufficient positions in September for them all to be recalled, then the Division will lay off a sufficient number of the most junior employees so as to enable the more senior employees to be recalled in September.
- The Division will endeavor to provide employees who have been laid off and who are to be recalled with as much notice as possible.
- 19.06 a) Where an employee has been moved to a lower classification as a result of the layoff process, the employee shall, when a position becomes available in her former classification which she is able to perform, be entitled to return to her former classification, and in such cases, the Division shall not be obliged to fill the higher rated position pursuant to the job posting provisions.
- In administering this clause, the Division will proceed on the basis that an employee who is employed in two different classifications will be entitled to return to a position that provides equivalent or greater compensation than the combined position that she occupied prior to her movement to a lower classification.
- b) Where an employee has been transferred to a different school due to their position being determined redundant, that employee shall, for the purposes of staffing decisions for the beginning of the subsequent school year (up to September 30), be considered to have been on staff at the original school.
- 19.07 An employee who has been deemed to have been laid off because her hours of work have been unilaterally reduced shall be recalled only for a position that is twenty-five (25) or more hours per week.

## **ARTICLE 19 – LAYOFFS AND RECALL (Continued)**

- 19.08 The Division will, upon request, provide the Association with an updated copy of the recall list.
- 19.09 Notice of recall shall be by certified mail to the employee's last reported address. The onus is on the employee to inform the Division of her current address and telephone number.
- 19.10 An employee who receives at least 7 days notice of recall, and who fails to return to work in accordance with that recall, shall have her employment terminated.

## **ARTICLE 20 – CREDIT FOR PAST EXPERIENCE**

- 20.01 An employee who voluntarily resigns her position and returns to the service of the Division within three (3) years will be placed at her former step on the salary scale.

## **ARTICLE 21 – JOB POSTINGS**

- 21.01 In this Article, “Temporary/Term Position” means a full-time or part-time position that is to be filled until the completion of a specific job or until the occurrence of a specific event by reason of:
- a) an assignment solely related to working with one child who is expected to leave the Division prior to the end of the School Year;
  - b) Maternity/Parental leave;
  - c) Long-term illness approved leave of absence that exceeds twenty (20) working days;
  - d) Approved leave of absence that exceeds twenty (20) working days; or
  - e) A specific Educational Assistant project for a portion of the School Year.
- 21.02
- a) Where a vacancy occurs or is about to occur or where a new position is created, the Division shall post notices on the Division website for a minimum of seven (7) calendar days. Such job postings shall contain the following information:  
  
nature of position, qualifications required, knowledge and educational skills required, wage or salary range, hours of work, location of position and closing date for applications.
  - b) A Temporary/Term position shall be posted pursuant to Article 21.02 (a) at the time that the vacancy occurs or, if the duration of the vacancy does not initially appear that it will be greater than twenty (20) working days, at the expiration of twenty (20) working days.

## **ARTICLE 21 – JOB POSTINGS (Continued)**

If the position was not initially posted pursuant to the above and after the completion of the initial twenty (20) working days the information in the possession of the Division indicates that the vacancy is unlikely to be greater than a further twenty (20) working days, the Division will delay the posting of the position and may permit any casual employee working in the vacant position to work a further maximum of twenty (20) working days.

- c) All Regular employees may apply for posted Temporary/Term positions. The Division shall not be required to post pursuant to this Article 21.02 the position vacated by the Regular Employee, if the Division intends to fill the position:
- (i) with an externally hired Temporary/Term employee;
  - (ii) with an employee on the recall list; or
  - (iii) with an employee returning from a leave of absence or being accommodated by the Division.

Upon completion of the Temporary/Term position, the Regular employee will be returned to his or her former position unless it has become redundant. When filling a Temporary/Term position, applicants will be told at the time of their interview if the position they will be leaving will become redundant.

- 21.03 When filling a vacant or newly created position, the Division shall base its decision on the qualifications, competency and reliability of the applicant. If qualifications, competency and reliability are relatively equal, seniority shall prevail. Successful applicants will be placed on trial for a period of three (3) months, after which the placement shall be confirmed. If the successful applicant proves unsatisfactory or is not confirmed in the position during the trial period, she will be returned to her former position or a comparable position. The return will not have a negative impact on the employee's performance evaluation in her former or comparable position. If the former position is filled or a comparable position is not available, she will be placed on the recall list under Article 19 and will be given priority for placement in a position comparable to her former position.
- 21.04 In the case of job postings during July or August, all postings will be made available on the Division website.
- 21.05 Notwithstanding the foregoing, the Division shall not post a position where an employee on layoff is capable of filling such position or where an employee has submitted a transfer request for that level of position, provided that the employee has the qualifications, competency and reliability to meet the requirements of the position.
- 21.06 Employees who are interested in being considered for a different position in the fall term may submit an email application to the Division's Human Resources Department no later than May 30 of that year. The application should indicate the classification, grade levels and programs that the employee would or would not consider.



## **ARTICLE 21 – JOB POSTINGS (Continued)**

New positions that become available at the start of the fall term or within one month following the start of the fall term will be first filled from employees who have submitted a written application provided of course that such employees have the qualifications, competency and reliability necessary to perform the job as per Article 21.03.

A position so filled shall not be posted pursuant to the provisions of Article 21.02 nor subject to recall provisions as per Article 21.05.

When an employee receives a voluntary placement for the upcoming school year pursuant to this Article 21.06 which is 5.5 hours or greater and in the same Educational Assistant classification held by the Educational Assistant in the previous school year, the employee will be prohibited from applying for other bulletined positions that are in the same Educational Assistant classification with the same hours until one month after the start of the school year.

- 21.07 When filling a vacant or newly created position, the Division shall give preference to bargaining unit employees over outside applicants, provided that the employees have the qualifications, competency and reliability to meet the requirements of the position.

## **ARTICLE 22 – EMPLOYEE PERSONNEL FILES**

- 22.01 Employees shall have access to personnel files pertaining to them and shall have the right to examine them alone, or with a representative named in their request, upon their request in writing providing for reasonable notice and at a reasonable time. The employer shall have the right to have its representative present when the employee is examining the personnel file. The employee will be provided with a photocopy of any document in the files at cost.
- 22.02 Following a written assessment of an employee's performance, the employee will be given an opportunity to review the assessment and to acknowledge having read the contents of the assessment. At the time of reviewing the assessment, the employee will be provided with the opportunity to place their own comments on the assessment prior to their signing. Upon signing the assessment form, the employee will receive a duplicate copy for their records.

## **ARTICLE 23 – TRANSPORTATION ALLOWANCE**

- 23.01 Employees required to use their own vehicles in performance of their duties shall be compensated per mile/kilometer of actual use at the same rate as is being paid to members of the Division's Administrative Staff.

## **ARTICLE 24 – GROUP INSURANCE & PENSION PLAN**

- 24.01 The Division agrees to administer the Group Life Insurance Plan now in effect for its employees in accordance with the terms and provisions of the Master Policy.

## **ARTICLE 24 – GROUP INSURANCE & PENSION PLAN (Continued)**

- 24.02 The Division is committed to participate in the Manitoba Association of School Trustees (MAST) Pension Plan, for non-teaching employees of public school boards.

## **ARTICLE 25 – EMPLOYMENT INSURANCE REBATES**

- 25.01 Effective January 1, 1988, the full amount of the employees' share of the Employment Insurance Commission rebate provided to the Division pursuant to the provisions of the Employment Insurance Act shall be forwarded to the Association.

## **ARTICLE 26 – GRIEVANCE PROCEDURE**

- 26.01 Should a dispute arise between the Board and any employees regarding the interpretation, meaning, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:
- 26.02 An employee who is aggrieved shall submit the grievance in writing to the Executive of the Association within fifteen (15) working days of the alleged violation or within fifteen (15) working days from the date on which the grievor became aware of the alleged violation.
- Step 1 If the Executive of the Association considers the grievance to be justified, the said Association shall, within ten (10) working days, try to settle the dispute at the Director of Human Resources level. The grievor shall be in attendance if she so desires. The Director of Human Resources shall render his decision within ten (10) working days after receipt of the grievance.
- Step 2 Failing satisfactory settlement within ten (10) working days after the decision was rendered under Step 1, the written grievance may be submitted to the Secretary-Treasurer. The Secretary-Treasurer shall render his decision within ten (10) working days after receipt of such notice.
- Step 3 Failing satisfactory settlement being reached in Step 2, the written grievance shall be submitted to the Board of Trustees who shall render their decision within ten (10) working days after the next regularly scheduled Board meeting or within thirty (30) days, whichever is earlier.
- Step 4 Failing a satisfactory settlement being reached in Step 3, the Executive of the Association shall indicate their intent to proceed or not proceed to arbitration within twenty (20) working days.
- 26.03 The time limits in the Grievance Procedure may be extended by consent of the parties to this agreement in writing.
- 26.04 Failure on the part of the grievor to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance being deemed to have been abandoned.

## **ARTICLE 26 – GRIEVANCE PROCEDURE (Continued)**

- 26.05 Failure on the part of the Division to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance being filed at the next step of this Article.
- 26.06 At any time where a dispute involving a question of general application or interpretation occurs, or where the Association has a grievance, or in cases of discharge or suspension, Step 1 of this Article may be bypassed.

## **ARTICLE 27 – ARBITRATION**

- 27.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing and sent by registered mail addressed to the other party of the Agreement.
- 27.02 Within fifteen (15) working days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. These two arbitrators shall appoint a third person, who shall be mutually satisfactory to both parties, to act as Chairperson.
- 27.03 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within fifteen (15) days, the appointment shall be made by the Minister of Labour upon the request of either party.
- 27.04 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.
- 27.05 Expenses of the Arbitration Board:
- a) each party shall pay the fees and expenses of the arbitrator it appoints;
  - b) the Chairperson's fees and expenses shall be shared equally by both parties.
- 27.06 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis, to the single arbitrator.

## **ARTICLE 28 – WAGE SCALE**

28.01 Effective Fall Term 2008, the Division agrees to pay such wages on a biweekly basis (every second Friday).

28.02 The following hourly rates shall be paid to all employees.

### **Effective January 1, 2014**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Educational Assistant 1	\$17.34	\$18.64	\$20.00	\$21.57
Educational Assistant 2	\$18.94	\$20.24	\$21.59	\$23.16
Educational Assistant 3	\$20.52	\$21.84	\$23.20	\$24.77

### **Effective January 1, 2015**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Educational Assistant 1	\$17.69	\$19.01	\$20.40	\$22.00
Educational Assistant 2	\$19.32	\$20.64	\$22.02	\$23.62
Educational Assistant 3	\$20.93	\$22.28	\$23.66	\$25.27

### **Effective December 19, 2015**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Educational Assistant 1	\$18.04	\$19.39	\$20.81	\$22.44
Educational Assistant 2	\$19.71	\$21.06	\$22.46	\$24.10
Educational Assistant 3	\$21.35	\$22.72	\$24.14	\$25.77

### **Effective December 31, 2016**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Educational Assistant 1	\$18.40	\$19.78	\$21.22	\$22.89
Educational Assistant 2	\$20.10	\$21.48	\$22.91	\$24.58
Educational Assistant 3	\$21.78	\$23.18	\$24.62	\$26.29

### **Effective December 30, 2017**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Educational Assistant 1	\$18.68	\$20.08	\$21.54	\$23.23
Educational Assistant 2	\$20.40	\$21.80	\$23.26	\$24.95
Educational Assistant 3	\$22.10	\$23.52	\$24.99	\$26.68

**ARTICLE 28 – WAGE SCALE (Continued)**

Effective July 2, 2018

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Educational Assistant 1	\$18.96	\$20.38	\$21.87	\$23.58
Educational Assistant 2	\$20.71	\$22.13	\$23.60	\$25.32
Educational Assistant 3	\$22.43	\$23.88	\$25.36	\$27.08

28.03 Employees shall move to the next highest step on the salary scale on the first day of the pay period in which the anniversary of the employee's employment with the Division occurs.

28.04 An employee who moves from one classification to another shall have her salary step and anniversary date remain unchanged.

28.05 There shall be three classifications of Educational Assistants as follows:

**Educational Assistant I**

The Educational Assistant I performs tasks of a general nature, both in and out of the classroom, and/or provides instructional assistance to students with minimal difficulties.

**Educational Assistant II**

The Educational Assistant II provides assistance of a support nature, both in and out of the classroom, in programs designed for students with identified academic, social and/or behavioral needs.

**Educational Assistant III**

The Educational Assistant III provides assistance of a support nature, both in and out of the classroom, in special educational programs designed for profoundly mentally handicapped or profoundly emotionally/behaviorally disordered students.

28.06 Any Educational Assistant temporarily assigned to perform the functions of a higher paying classification shall be paid the rate of the higher classification at her same Step for all hours worked in the temporary assignment, provided that a minimum of one school day has been worked by the employee in such temporary assignment.

## **ARTICLE 28 – WAGE SCALE (Continued)**

Educational Assistants requested to provide coverage for a higher classification for a short period of time of less than one school day shall not be entitled to be paid the higher rate of pay unless the request is made on a regular and recurring basis. The preference of the parties is that such requests will not be made on a regular and recurring basis, however, Educational Assistants requested on a regular and recurring basis to provide coverage for short periods of time of less than one school day shall be paid the corresponding rate of pay for the time assigned in the higher classification at her same Step.

An Educational Assistant shall not be temporarily assigned to a higher classification unless they have received the appropriate training.”

## **ARTICLE 29 – DURATION**

29.01 This agreement shall be in full force and effect from January 1, 2015, up to and including December 31, 2018.


29.02 Either of the parties wishing to revise this Agreement shall notify the other party in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall, within sixty (60) days or such later time as may be mutually agreed upon in writing, commence negotiations. During the period of negotiations this agreement shall remain in full force and effect.

**ARTICLE 30 – INDEMNIFICATION**

30.01 The Division will continue to participate in the Manitoba Schools Insurance Program, which program has a level of protection of thirty million dollars (\$30,000,000.00) for any one occurrence. Such program is designed to protect employees who are found to be liable due to negligence provided the employee was operating within the scope of her duties. In the event that the employees' interests are not that of the employer, then the employee may have the right to independent legal defense under the coverage provided by the policy. It is understood that any insurance coverage afforded to employees is subject to the terms of the policy and not the provisions of this agreement.


Signed this 22<sup>nd</sup> of FEBRUARY A.D., 2016

ON BEHALF OF THE RIVER EAST  
TRANSCONA EDUCATIONAL  
ASSISTANTS ASSOCIATION

  
\_\_\_\_\_  
President/Chair of Negotiating Committee

ON BEHALF OF THE RIVER EAST  
TRANSCONA SCHOOL DIVISION

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary-Treasurer

**LETTER OF UNDERSTANDING – A  
BETWEEN  
THE RIVER EAST TRANSCONA SCHOOL DIVISION  
AND  
THE RIVER EAST TRANSCONA EDUCATIONAL ASSISTANTS  
ASSOCIATION**

**RE: RELIGIOUS HOLY DAYS**

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The Parties agree to the following:

1. This Letter of Understanding shall be effective on and from the first day of January 2000.
2. The following wording will become effective on and from the first day of January 2000.
  - a) An employee under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the employee's religion.

Employees shall not absent themselves from duty for reasons of major religious holy days without first notifying the Superintendent or his designate.

The following notification period shall apply:

- i) Employees on staff requiring major religious holy leaves during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however not later than September 30<sup>th</sup>.
- ii) In instances where major religious holy leave is required prior to September 30<sup>th</sup> in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
- iii) Where the appropriate notice has not been given, major religious holy days' leave will be provided and the employee's regular salary will be deducted.

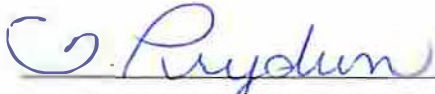


Letter of Understanding – A (Continued)

- b) The Parties agree that this article constitutes reasonable accommodation for major religious holy leave.

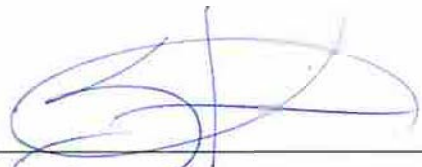
DATED at Winnipeg, Manitoba this 22<sup>nd</sup> day of February, A.D. 2016.

SIGNED AND AGREED ON BEHALF OF  
THE RIVER EAST TRANSCONA  
EDUCATIONAL ASSISTANTS  
ASSOCIATION

  
\_\_\_\_\_  
President/Chair of Negotiating Committee

SIGNED AND AGREED ON BEHALF OF THE  
RIVER EAST TRANSCONA SCHOOL  
DIVISION

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary-Treasurer

**LETTER OF UNDERSTANDING – B  
BETWEEN  
THE RIVER EAST TRANSCONA SCHOOL DIVISION  
AND  
THE RIVER EAST TRANSCONA EDUCATIONAL ASSISTANTS  
ASSOCIATION**

**RE: EDUCATIONAL ASSISTANT REASSIGNMENTS**

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The Division and the Association agree that any reassignment of Educational Assistants must be conducted in accordance with requirements of the RETEAA collective agreement, and in particular, the lay off, recall and job posting provisions of that agreement. The parties agree to implement the following procedures to ensure compliance with the collective agreement. Any reassignments of hours of work and/or classifications of Educational Assistants shall be administered by the Human Resources Department of the Division and not School Administrators or Resource Teachers.

**Increase in Educational Assistant Hours**

Where there is an increase in the number of Educational Assistant hours available within a school, the following process shall be followed:

1. The Assistant Superintendent of Student Services will contact School Administration to advise of the increase in Educational Assistant hours and the corresponding classification level under the RETEAA collective agreement.
2. The Human Resources Department will fill the position created by allocation of the additional hours, as follows:
  - a) The Human Resources Department will first determine whether there are any laid off Educational Assistants on the RETEAA recall list, and will fill the position with the most senior Educational Assistant on the recall list that has the qualifications, competence and reliability to perform the duties of the position to be filled. Educational Assistants on the recall list may include, but are not limited to, Educational Assistants who are without a position and not working or Educational Assistants working in a position with less hours or in a lower classification after having received a notice of layoff.
  - b) If the position cannot be filled by existing staff in accordance with the collective agreement, then the Human Resources Department will post the position as provided in Article 21 of the collective agreement.

### **Letter of Understanding – B (Continued)**

3. The Human Resources Department will notify School Administration of the name and commencement date of the Educational Assistant that will be filling the position.

### **Reduction in Educational Assistant Hours**

A reduction in the number of Educational Assistant hours within a school may result in a corresponding “layoff” resulting within the school.

If there is a reduction in the number of Educational Assistant hours available within a school, the following process shall be followed:

1. The Assistant Superintendent of Student services will contact School Administration to inform it of the decrease in Educational Assistant hours and the corresponding classification level under the RETEAA collective agreement.
2. School Administration shall then:
  - a) Identify the Educational Assistants working within the school in the affected classification level.
  - b) Identify the Educational Assistant within the affected classification level with the least divisional seniority. That Educational Assistant shall be the Educational Assistant subject to the layoff (the “affected Educational Assistant”) unless the remaining Educational Assistants within the affected classification do not possess the necessary qualifications, competency and reliability to perform the work remaining, in which case the Educational Assistant with the next least divisional seniority shall be the affected Educational Assistant.
  - c) Notify the Human Resources Department of the Educational Assistant to be laid off prior to notifying the affected Educational Assistant.
  - d) Notify the Educational Assistant of the layoff, after having received confirmation from Human Resources that the proper selection has been made. The Educational Assistant shall be provided with notice of layoff at least one (1) pay period (two (2) weeks), during which time she will continue to work in her current position, with the same classification level and number of hours.
3. The Human Resources Department shall review available positions at other schools within the Division with a view to finding a position that is equivalent to the position held by the affected Educational Assistant. “Equivalent position” means a position within the same classification and with not less than the same number of hours. Where an affected Educational Assistant was in a position with two (2) classifications, “equivalent position” means a position that provides equivalent or greater compensation than the combined position.

**Letter of Understanding – B (Continued)**

- a) If there are one or more available equivalent positions, the affected Educational Assistant shall be offered a transfer to the equivalent position or positions.
  - (i) If the affected Educational Assistant accepts the transfer, she shall, unless she elects otherwise, and for the purposes of staffing decisions for the beginning of the following school year, be considered to be part of the staff of the original school.
  - (ii) If the affected Educational Assistant does not accept the transfer to the equivalent position or positions, Human Resources shall not be required to provide any further transfer offers to the Educational Assistant. The affected Educational Assistant shall, however, continue to be eligible to apply for any posted positions pursuant to Article 21 and shall continue to retain seniority status until such time as the Educational Assistant has been laid off for a period greater than fourteen (14) months.
- b) If there are no available equivalent positions, the affected Educational Assistant shall be placed in an equivalent position occupied by the least senior Educational Assistant in the Division, and shall be returned to her former or an equivalent position when such position becomes available. The Educational Assistant who occupied the least senior equivalent position shall be placed on the RETEAA recall list, or continue to work at reduced hours or in a lower classification until such time as an equivalent position is available to be offered to her based on her seniority standing.

**Letter of Understanding – B (Continued)**

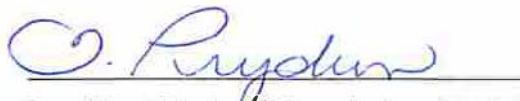
**Transition from one school year to the next.**

The foregoing principles will apply, with necessary modification, to decreases or increases in Educational Assistant hour allocations in the transition from one school year to the next.

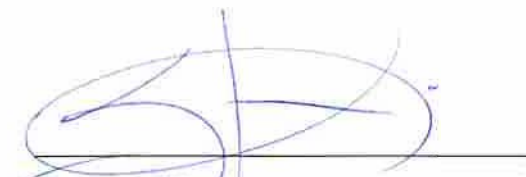
DATED at Winnipeg, Manitoba this 22<sup>nd</sup> day of FEBRUARY, A.D. 2016.

SIGNED AND AGREED ON BEHALF OF  
THE RIVER EAST TRANSCONA  
EDUCATIONAL ASSISTANTS  
ASSOCIATION

SIGNED AND AGREED ON BEHALF OF THE  
RIVER EAST TRANSCONA SCHOOL  
DIVISION

  
\_\_\_\_\_  
President/Chair of Negotiating Committee

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary-Treasurer

**LETTER OF UNDERSTANDING – C**  
**BETWEEN**  
**THE RIVER EAST TRANSCONA SCHOOL DIVISION**  
**AND**  
**THE RIVER EAST TRANSCONA EDUCATIONAL ASSISTANTS**  
**ASSOCIATION**

**RE: EDUCATIONAL PARTNERS**

In the 2014-15 collective bargaining negotiations, the Division confirmed that it intends to continue with its use of Educational Interns (formerly referred to as Educational Partners).

The Division has further confirmed with the Association that Educational Interns are not intended to and will not perform Educational Assistant duties and responsibilities. Those Educational Assistant duties and responsibilities are as described in the EA Level I, EA Level II and EA Level III Job Descriptions issued in April 2014 by the Division.

The Division further agrees that it will issue a written notice to all school administrators in September of each School Year reminding the administrators that Educational Interns are not to be assigned or permitted to perform Educational Assistant duties and responsibilities.

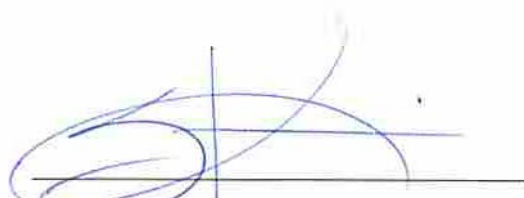
DATED at Winnipeg, Manitoba this 22<sup>nd</sup> day of FEBRUARY, A.D. 2016.

SIGNED AND AGREED ON BEHALF OF  
THE RIVER EAST TRANSCONA  
EDUCATIONAL ASSISTANTS  
ASSOCIATION

SIGNED AND AGREED ON BEHALF OF THE  
RIVER EAST TRANSCONA SCHOOL  
DIVISION

  
\_\_\_\_\_  
President/Chair of Negotiating Committee

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary-Treasurer