

# **COLLECTIVE AGREEMENT**

BETWEEN:

**ST. ANDREW'S COLLEGE**

(hereinafter called  
"The Employer" or "the College"),  
OF THE FIRST PART

- and -

**THE ASSOCIATION OF EMPLOYEES  
SUPPORTING EDUCATION SERVICES**

(hereinafter called  
"the Association" or "AESES"),  
OF THE SECOND PART

FOR THE PERIOD  
September 1, 2019 - August 31, 2023

## Table of Contents

<b>Article</b>		<b>Page</b>
1	Purpose, Savings Clause and Obligation	3
2	Application	3
3	Recognition of Association and Association Membership	4
4	Employer Rights	4
5	No Strikes/No Lockout	4
6	Collection of Association Dues and Information to the Association	5
7	Association Representatives, Association Duties and Association Leave	6
8	Employer Representatives	7
9	Seniority	7
10	Position Classifications and Employee/Position Definitions	9
11	Position Vacancy Posting, Selection for Vacancy, Probation and Trial Period	11
12	Hours of Work, Overtime and Callback	15
13	Wages - How Paid	16
14	Holidays	17
15	Vacations With Pay	18
16	Sick Leave	21
17	Maternity Leave and Parental/Adoption Leave	23
18	Compassionate Leave	24
19	General Leave of Absence	26
20	Layoff and Recall	27
21	Employee Resignation and Absence Without Authorization	28
22	Safety and Health	29
23	Bulletin Boards	29
24	Discipline and Dismissal	29
25	Performance Evaluation	32
26	Grievance Procedure and Arbitration	33
27	Upgrading Courses	36
28	Mileage Allowance and Parking	36
29	Collective Agreement Printing and Distribution	36
30	Duration, Termination and Renewal of Collective Agreement	37
	Addendum	38
	Schedule A - Classifications and Wage Rates	39
	Use of Volunteers	40
	Health Spending Account (HSA)	42
	Collective Agreement Signing Page	43

## **ARTICLE 1. PURPOSE, SAVINGS CLAUSE AND OBLIGATION**

### **1.1 Purpose**

The purpose of this Collective Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees, to promote cooperation and harmony between the Employer and employees, to facilitate the peaceful settlement of disputes and grievances and to set forth agreement covering the rights of the Parties, working conditions and rates of pay.

### **1.2 Savings Clause**

Should it be determined that any provision or provisions of this Collective Agreement are in violation of any legally effective and applicable Federal and/or Provincial Statute and/or Regulation(s) made thereunder, the Parties hereto agree to amend the Collective Agreement for the sole purpose of making such provision or provisions conform to such Federal or Provincial Statute or Regulation(s) thereunder. All other provisions of the Collective Agreement shall not be affected thereby and shall remain in full force and effect.

### **1.3 Obligation**

The Employer and the Association hereby agree that in the conduct of carrying out their respective responsibilities in the administration of this Collective Agreement each Party shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

## **ARTICLE 2. APPLICATION**

**2.1** This Collective Agreement shall apply to those employees of the Employer who are within the bargaining unit defined in Manitoba Labour Board Certificate No. MLB 4189 dated November 18, 1987 and who are employed in the classifications set forth in Schedule "A" of this Collective Agreement.

**2.2** Persons whose positions are excluded from this Collective Agreement shall be permitted to perform work of the members of the bargaining unit only where the work is for experimentation, instruction, resolving emergencies, or where the work is incidental to the performance of their regular duties.

**2.3** The Employer will inform the Association of a new position(s) created by the Employer which are in areas related to the AESES certification and which the Employer anticipates will be excluded from the bargaining unit. If

agreement is not reached regarding the inclusion or exclusion of the position(s), then the Manitoba Labour Board may be asked to rule pursuant to the Labour Relations Act of Manitoba.

### **ARTICLE 3. RECOGNITION OF ASSOCIATION AND ASSOCIATION MEMBERSHIP**

- 3.1** The Employer recognizes the Association as the exclusive representative of all employees covered by this Collective Agreement.
- 3.2** The Employer recognizes the right of every employee to join and participate in the Association and shall not discriminate against any employee because of either membership or non-membership in the Association.

### **ARTICLE 4. EMPLOYER RIGHTS**

- 4.1** The Association acknowledges that the Employer retains all rights to manage its operations, to make all decisions and to take whatever action it deems necessary in connection therewith, insofar as in so doing, the Employer does not contravene any of the provisions of this Collective Agreement.

### **ARTICLE 5. NO STRIKES/NO LOCKOUT**

- 5.1** The Association undertakes that there will be no strike during the term of this Collective Agreement.
  - 5.1.1** The Association undertakes to provide the Employer with five (5) calendar days (120 hours) prior notice in writing of the commencement of a legal strike.
- 5.2** The Employer undertakes that there will be no lockout during the term of this Collective Agreement.
  - 5.2.1** The Employer undertakes to provide the Association with five (5) calendar days (120 hours) prior notice in writing of the commencement of a legal lockout.
- 5.3** The definitions of the words "strike" and "lockout", for the purpose of this Collective Agreement, are as defined in the Labour Relations Act of Manitoba.

## **ARTICLE 6. COLLECTION OF ASSOCIATION DUES AND INFORMATION TO THE ASSOCIATION**

### **6.1 Association Dues Deductions**

The Employer, once per calendar month, shall deduct from the pay of each employee in the bargaining unit, as a condition of continued employment, Association dues in the amount established by the Association. The Association shall notify the Employer in writing as to the amount of Association dues to be deducted. The dues deductions shall be forwarded to the Association within ten (10) working days of the date on which the deductions were made.

**6.1.1** Dues deductions for new employees shall be made starting with the second pay, and calculated from the date of employment.

**6.1.2** All inquiries covering Association dues deductions shall be directed to the Office of the Association.

**6.1.3** The Employer shall include on each employee's T4 slip the total amount of Association dues deducted from the employee's pay in the previous calendar (January 1 to December 31) year.

**6.1.4** A minimum of one (1) month notice must be given by the Association of any change in the amount of Association dues.

**6.1.5** The Association shall indemnify and save the Employer harmless from any and all claims which may be made by an employee or employees for amounts deducted from pay as provided for in this Article.

### **6.2 Information**

The Employer, when forwarding Association dues deductions, shall also provide to the Association, in printed form, information on a monthly basis on all employees in the bargaining unit as follows: Surname and first name, sex, birth date, home address, social insurance number, classification, start date, wage, dues deducted in the month, and wage and dues deductions accumulated year to date.

## **ARTICLE 7. ASSOCIATION REPRESENTATIVES, ASSOCIATION DUTIES AND ASSOCIATION LEAVE**

### **7.1 Association Representatives**

The Employer shall not recognize any employee, group of employees, or individual undertaking to represent the Association or the employees to the Employer without proper authorization of the Association. In order for this to be carried out, the Association shall keep the Employer informed at all times as to:

- (1) The name of any employee who is an Officer of the Association and his/her title;
- (2) The name of any employee who is a local Association representative;
- (3) The name of any employee who is on any joint Association/Employer Committee; and
- (4) The name of any individual (non-employee) who is an Association Labour Relations Officer or representative.

**7.1.1** Individuals (non-employees) representing the Association, upon request to the appropriate Employer representative, shall be permitted attendance on the Employer's premises, providing however that such admittance does not disrupt any employee's work.

### **7.2 Association Duties and Approval for Time Off**

The Employer recognizes the role of employees who represent the Association and shall not discriminate against them. Where it is necessary for an employee to leave his/her work duties to perform Association duties he/she shall first receive approval from the Employer. Where approval is requested under this Clause it will normally be granted provided that the Employer is satisfied that there will not be an unreasonable disruption of the work.

**7.2.1** Where an employee has filed a grievance in accordance with Article 26 of this Collective Agreement and the grievance subsequently proceeds to arbitration, the employee/grievant shall be allowed time off with pay to attend the arbitration to a maximum of two (2) days.

Should the employee's attendance be required beyond two (2) days, he/she shall be deemed to be on Association Leave in accordance with Clause 7.3.

### **7.3 Association Leave**

The Employer, upon written application by the Association, will normally grant leave of absence to an employee elected or appointed to represent the Association at conferences, seminars, etc. provided that the Employer is satisfied that there will not be an unreasonable disruption of work.

Where such leave of absence is granted, the employee's regular wages and benefits shall be continued and the Employer shall bill the Association for the cost of same. The Association shall reimburse the Employer within thirty (30) days of receipt of billing.

### **7.4 Time off Without Pay**

Any time off granted under this Article shall be without pay except as provided for in Clause 7.2.1 and 7.3.

### **7.5 Seniority and Leave**

Any leave of absence without pay in excess of three (3) working days shall not count as seniority - see also Clause 9.1.

## **ARTICLE 8. EMPLOYER REPRESENTATIVES**

**8.1** The Employer shall supply the Association with a list of its management personnel with whom the Association may be required to transact business.

## **ARTICLE 9. SENIORITY**

### **9.1 Definition of Seniority**

Seniority is defined as length of employment with the Employer, whether in or out of the bargaining unit, including paid sick leave. Notwithstanding the foregoing, the seniority of any person shall be deemed to be zero unless and until the person becomes employed within the bargaining unit.

An employee's seniority shall begin with the employee's first day of employment and shall be the cumulative amount of time which the employee has been employed to a maximum, 1820 hours per seniority year.

For the purposes of this Article, a one (1) year period shall be the period between January 1st and December 31st of the same year.

Leave of absence without pay in excess of three (3) consecutive working days shall not count as seniority.

## **9.2 Seniority List**

The Employer shall post in February of each year a seniority list for the bargaining unit. The list will include: name, classification, seniority start date and accumulated seniority as at December 31st. A copy of this list will be sent to the Association. The list shall remain open for a period of twenty (20) working days from the date of posting for corrections. An employee or the Association may have an error corrected by submitting documentation of error to the Employer within the twenty (20) working day period. Any claim of error must relate directly to the one (1) year period of January 1st to December 31st immediately preceding the February posting. If a correction is made it will appear on any subsequent listing.

## **9.3 Application of Seniority**

Seniority may apply to the following:

- (1) Selection for vacant positions in the bargaining unit in accordance with Clause 11.1.6;
- (2) Determination of vacation pay in accordance with Article 15;
- (3) Layoff and recall in accordance with Article 20.
- (4) Allocation of extra work in accordance with clause 10.3

## **9.4 Loss of Seniority**

An employee shall lose all seniority if he/she;

- (1) Voluntarily resigns from employment with the Employer. (Voluntary resignation includes resignation pursuant to Clause 21.2 Absence Without Authorization);
- (2) Voluntarily retires from employment with the Employer;
- (3) Is dismissed from employment with the Employer and not reinstated;
- (4) Has been laid off for twelve (12) consecutive months if he/she is regular full-time or regular part-time employee as defined in Clause 10.2;



- (5) Has been laid off for three (3) consecutive months if he/she is a casual employee as defined in Clause 10.2;
- (6) Following a layoff, fails to advise the Employer within five (5) working days of receipt of notice to return to work, of his/her intention to so return or fails to report for work on the date and at the time specified in the said notice. It shall be the duty of the employee to notify the Employer promptly of any change of address. If any employee shall fail to do this the Employer will not be responsible for failure of such notice to reach the employee.

## **ARTICLE 10. POSITION CLASSIFICATIONS AND EMPLOYEE/POSITION DEFINITIONS**

### **10.1 Classification of Positions**

The positions of all employees shall be classified under the classification names specified in Schedule "A" of this Collective Agreement.

#### **10.1.1 Classification Descriptions**

It is the Employer's right to determine the job that is to be performed and the qualifications for the job. The Employer shall prepare classification descriptions which will describe the qualifications, duties and requirements of each classification. The Employer shall provide a copy of all classification descriptions to the Association.

#### **10.1.2 Revised and New Classifications**

Existing classifications may be revised and new classifications may be established during the term of this Collective Agreement. In the event of the foregoing, the Employer shall notify the Association by providing a copy of the revised or new classification descriptions to the Association. The Employer shall also advise the Association in writing as to the rate of pay for the new or revised classification. The Employer and the Association shall review the rate of pay for the new or revised classification if the Association so requests. If the Employer and the Association are unable to agree upon the rate of pay for the new or revised classification the matter may be referred to arbitration in accordance with Clause 26.11 of the Collective Agreement.

Any disagreement between the Employer and the Association on the rate of pay for a new or revised classification shall not preclude the Employer from filling a position within the new or revised classification.

### **10.1.3 Temporary Reclassification**

When an employee is temporarily assigned to and performs the main or core duties of a job of a higher pay related classification, for a period of seven (7) continuous hours or more, he/she shall be paid the rate of pay for the job of the higher pay rated classification for all of the hours he/she performs such work.

### **10.1.4 Job Descriptions**

The description of the assigned job is to be written by the employee and the Employer. The written description shall accurately describe the job that is being performed and shall be mutually acceptable to both the employee and Employer.

Job descriptions shall be reviewed by the Employer and the employee on an annual basis and revised, if necessary, in order to maintain the accuracy of the job being performed.

## **10.2 Employee/Position Definitions**

The following Employee/Position definitions shall apply for the purpose of this Collective Agreement:

Regular Full-time Employee/Position:

Is an employee who works in a position which has a regular schedule of not less than the normal full time hours of work set forth in Article 12 (7 hours per day/35 hours per week) and which is expected to exist for at least six (6) months.

Regular full-time positions may be subject to temporary or seasonal layoffs.

Regular Part-time Employee/Position:

Is an employee who works in a position which has a regular schedule of less than the normal full-time hours of work set forth in Article 12 (7 hours per day/35 hours per week) and which is expected to exist for at least six (6) months.

Regular part-time positions may be subject to temporary or seasonal layoffs.

Casual Employee/Casual Work:

Is an employee who works in either full-time or part-time casual, work which is not expected to exist for more than six (6) months or who works in casual or intermittent work.

### **10.3 Allocation of Extra Work**

If the Employer requires extra bargaining unit work to be performed, employees who work less than regular full-time hours (as defined in Clause 12.1 of the Collective Agreement), shall be given first right of refusal to perform such extra work, subject to the conditions and in accordance with the procedures, set out following:

Conditions:

- 1) The employee must have the qualifications required for the extra work;
- 2) The employee must be available for the extra work, ie. not off work on vacation, sick leave, etc;
- 3) The employee must be available for the total duration of the extra work assignment;
- 4) The combination of the employee's regular work hours and the hours of the extra work will not exceed full-time hours of work, ie. 7 hours per day/35 hours per week;
- 5) Employees who satisfy these conditions, will be offered the extra work in accordance with the following procedures:

Procedures:

- (a) In order of highest seniority first - of employees in the work area in which the extra work is located (ie. General Office, Library, etc);
- (b) In order of highest seniority first - of all other employees.

## **ARTICLE 11. POSITION VACANCY POSTING, SELECTION FOR VACANCY, PROBATION AND TRIAL PERIOD**

### **11.1 Position Vacancy Posting**

Where the Employer requires that a regular full-time or regular part-time vacant position (as defined in Clause 10.2) be filled, the Employer shall post

a Position Vacancy Notice on all staff bulletin boards **and/or electronically,** for a minimum of five (5) working days.

**11.1.1 Position Vacancy Notice**

The Position Vacancy Notice shall include the following information if it is applicable: Position Vacancy number, classification, definition (regular full-time or regular part-time), qualifications, duties, wage, hours of work, seasonal layoffs, probationary or trial period, and start date.

A copy of the Position Vacancy Notice shall be sent to the Association.

**11.1.2 Casual Appointments to Position Vacancies**

The Employer may make casual appointments to fill regular full-time or regular part-time vacancies which are under review or which are to be posted or which have been posted and the successful applicant has not yet been chosen.

**11.1.3 Bypass of Position Vacancy Posting**

The Employer need not post a regular full-time or regular part-time vacancy when the Employer wishes to fill a position with an employee who has been displaced from his/her regular position as a result of layoff, illness, or failure to perform satisfactorily in his/her regular position.

**11.1.4 Application for Position Vacancy**

Employees will be required to apply in writing on or before the closing date indicated on the position vacancy notice for any position posted for which they wish to be considered.

**11.1.5 Limitation on Application for Position Vacancy**

The Employer need not consider an application for a position vacancy from an employee if the employee has not completed a period of sixty (60) full working days in his/her present position.

**11.1.6 Selection for Position Vacancy**

Selection by the Employer for vacant posted positions shall be on the basis of qualifications and seniority. Senior employees who apply for same shall have preference in connection with appointment to vacant posted positions provided that their qualifications are relatively equal.

### **11.1.7 Notice of Selection Decision Results**

The Employer will post a notice on all staff bulletin boards within five (5) working days that summarizes the result of posted positions. The notice will indicate: the position vacancy number, the classification, the name of the successful applicant or if the position was cancelled.

A copy of the notice of selection decision results shall be sent to the Association.

### **11.1.8 Unsuccessful (Employee) Applicant May Grieve Selection Decision**

An employee who is an unsuccessful applicant for a posted position vacancy may grieve the selection in accordance with the grievance procedure as set forth in Article 26.

## **11.2 Probation Period**

A new employee shall be considered to be on probation until he/she has successfully completed a probation period of a minimum of sixty (60) full-time working days of employment in any one (full-time, part-time or casual) position.

Where either a new employee or an employee currently employed or on layoff is appointed to a position which has been posted or to a position without posting (as per Clause 11.1.3) and the employee has not previously completed a probation period, he/she must successfully complete a sixty (60) full working day probation period in that position unless the posting or appointment provides for a greater period.

"Working days" for the purpose of a probation period shall include only time which the employee is actually at work. Sixty (60) full-time working days means 420 working hours including work/coffee breaks.

During the probation period the employee's performance will be reviewed periodically with the employee by the Employer.

**11.2.1** Where the Employer finds that there is reasonable doubt concerning an employee's performance during the probation period, the Employer may decide to extend the probation period by one (1) additional period of time of up to sixty (60) full-time working days. The employee will be notified in writing of the extension, stating the area of concern. The Association shall be notified in writing of any probation period extension.

A new regular full-time employee or regular part-time employee whose performance is found to be unsatisfactory during the probation period shall have his/her employment terminated with five (5) working days written notice from the Employer or the equivalent pay in lieu of notice.

A casual employee whose performance is found to be unsatisfactory during the probation period shall have his/her employment terminated with one (1) working day notice from the Employer or the equivalent pay in lieu of notice.

### **11.3 Trial Period**

Where an employee is either appointed to a position which has been posted or to a position without posting (as per Clause 11.1.3) and the employee has previously completed a probation period, he/she must successfully complete a trial period of sixty (60) full-time working days in that position unless the posting or appointment provides for a greater period.

"Working days" for the purpose of a trial period shall include only time which the employee is actually at work. Sixty (60) full-time working days means 420 working hours including work/coffee breaks.

During the trial period the employee's performance will be reviewed periodically with the employee by the Employer.

**11.3.1** Where the Employer finds that there is reasonable doubt concerning an employee's performance during the trial period, the Employer may decide to extend the trial period by one (1) additional period of time of up to sixty (60) full-time working days. The employee will be notified in writing of the extension, stating the area of concern. The Association shall be notified in writing of any trial period extension.

In the event that a regular employee on a trial period proves to lack the ability to perform the job satisfactorily then he/she shall be transferred to his/her former position, if the position is still vacant or to another vacant position similar to his/her former position at the normal wage for the position. If there is no vacant position into which to transfer the employee, he/she shall be treated in accordance with the provisions outlined in Article 20 Layoff And Recall.

## **ARTICLE 12. HOURS OF WORK, OVERTIME, AND CALLBACK**

### **12.1 Hours of Work**

Normal hours of work for regular full-time employees shall be seven (7) hours per day and thirty-five (35) hours per week.

### **12.2 Work/Coffee Breaks**

Every employee shall be entitled to two (2) fifteen (15) minute breaks from work during each normal working day without deduction from his/her wages. The time for such breaks shall be fixed by the Employer.

### **12.3 Lunch Break**

Each employee shall be entitled to a one (1) hour lunch break without pay during each normal working day. The time for the lunch break shall be fixed by the Employer.

**12.3.1** By mutual agreement between Employer and employee, the lunch break may be reduced to one-half ( $\frac{1}{2}$ ) hour.

### **12.4 Definition of Overtime**

Overtime is defined as any time that an employee is required by the Employer to work in excess of the normal hours of work per day (7 hours) or per week (35 hours) as provided for in Clause 12.1 or on a holiday as provided for in Article 14.

#### **12.4.1 Authorization for Overtime**

All overtime must be authorized by the Employer before it shall be considered overtime. Authorization for overtime must be in advance of the time to be worked, except in emergency situations.

#### **12.4.2 Requirement to Work Overtime**

Employees shall be required to work overtime as assigned by the Employer.

#### **12.4.3 Callback and Callback Overtime**

A callback is defined as any authorized call and return to work by an employee during the period of time between his/her regular completion of work and subsequent regular starting time - or - where the employee is

scheduled to return to work two (2) or more hours after his/her regular completion of work.

Where the callback work is not in excess of the normal hours of work per day (7 hours) or per week (35 hours), the employee shall be paid a minimum of two (2) hours at his/her regular rate of pay.

Where the callback work is in excess of the normal hours of work per day or per week or on a holiday the employee shall be paid a minimum of two (2) hours pay at one and one half times ( $1\frac{1}{2}x$ ) his/her regular rate of pay.

A callback does not include scheduled work or scheduled overtime which is continuous with an employee's completion of work - or - where the employee is scheduled to return to work within two (2) hours after his/her regular completion of work.

#### **12.4.4 Payment for Authorized Overtime**

All overtime worked by an employee shall be paid at the rate of time and one-half ( $1\frac{1}{2}x$ ) for actual time worked.

Overtime pay shall be normally paid in addition to regular earnings unless the employee and Employer mutually agree that the employee take the overtime as equivalent ( $1\frac{1}{2}x$ ) time off with regular pay.

Where an employee is required by the Employer to work at a St. Andrew's College function and the work is in excess of the normal hours of work per day (7 hours) or per week (35 hours) or on a holiday, such work shall be considered overtime and the employee shall be compensated for the overtime as equivalent ( $1\frac{1}{2}x$ ) time off with regular pay.

### **ARTICLE 13. WAGES - HOW PAID**

**13.1** The Employer agrees to pay all employees covered by this Collective Agreement bi-weekly/every second Friday in accordance with the wage rates provided for in Schedule "A" Classifications and Wage Rates of this Collective Agreement.



## **ARTICLE 14. HOLIDAYS**

### **14.1 Regular Holidays**

For the purpose of this Collective Agreement, paid regular holidays shall mean: one (1) day on New Year's Eve, New Year's Day, Louis Riel Day, Good Friday, Ukrainian Good Friday, Orthodox Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, one (1) day on Christmas Eve, Christmas Day, one day on Ukrainian Christmas Eve, Ukrainian Christmas Day, and Boxing Day, Ukrainian New Year's Day.

**14.1.1** When any of the aforementioned holidays falls on a Saturday or Sunday, the Employer shall designate another working day (normally the Friday preceding the holiday or the Monday following the holiday) to be observed as the holiday in lieu therefore.

### **14.2 Holiday, Qualification and Entitlement For:**

An employee is entitled to pay for a holiday in which he/she does not work provided:

- (1) He/ she does not absent himself/herself from work without the Employer's consent either on the regular working immediately preceding or following the holiday, unless his/her absence is by reason of illness or layoff; and
- (2) His/her employment has not terminated prior to the day of the holiday.
- (3) Where the wages of an employee vary from day to day, his/her pay for a general holiday on which he/she has not worked shall be at least equivalent to (5%) his/her total wages exclusive of overtime for the (4) week period immediately preceding the holiday.

Where the wages of an employee do not vary from day to day, his/her pay for a general holiday shall be equal to his/her regular daily wage.

### **14.3 Application of Overtime Payment and Holiday Entitlement:**

- (1) An employee who works on the day the holiday falls is paid overtime in accordance with Article 12 in addition to holiday entitlement and has no further holiday entitlement.

- (2) An employee who does not work on the day the holiday falls:
- (a) If he/she would have been scheduled to work on that day, is paid holiday entitlement for that day and has no further holiday entitlement.
  - (b) If he/she would not have been scheduled to work on that day, he/she is assigned another day in lieu thereof. The day assigned in lieu thereof shall be within the week in which the holiday occurs either immediately preceding or following scheduled days off or at another time by mutual agreement between the employee and the Employer. An employee who works on the day assigned in lieu is paid overtime in accordance with Article 12 in addition to holiday entitlement.
  - (c) In the case where both the date the holiday falls and the date the holiday is observed in lieu thereof falls on the employee's regular day of rest, the employee shall receive another day off as a holiday in lieu thereof. The day assigned in lieu thereof shall be within the week in which the holiday occurs either immediately preceding or following scheduled days off or at another time by mutual agreement between the employee and the Employer. Should another day off not be granted then the employee shall receive overtime as is provided in Article 12.

## **ARTICLE 15. VACATIONS WITH PAY**

### **15.1 Vacation Entitlement - Regular Full-Time and Regular Part-Time Employees**

Regular full-time employees and regular part-time employees shall be entitled to vacation with pay in accordance with the following table, where Column A represents the number of years of accumulated service at December 31st of any year and Column B represents the number of days of vacation entitlement for each bi-weekly pay period or part thereof prorated worked in the interval between January 1 and December 31 of the same year.

COLUMN A	COLUMN B	COLUMN C
Accumulated Service in Years at December 31st	Days of Vacation per Bi-weekly Period Worked	Days of Vacation per annum (For information only)
0.00 to 2.99	.58	15
3.00 to 9.99	.77	20
10.00 to 14.99	.96	25
15.00 or more	1.15	30

Column C represents the number of days vacation entitlement in the current vacation year for a full-time employee who has worked the full-time hours for the full previous vacation year.

- 15.1.1** There are 26 bi-weekly periods in the one (1) year period, January 1st to December 31st.
- 15.1.2** Decimal vacation entitlement shall be rounded off to the nearest whole number, e.g. 12.49 becomes 12 days, 12.50 becomes 13 days.
- 15.1.3** For the purposes of earning vacation credits, any absence from work with pay shall be deemed to be time worked.
- 15.1.4** For the purposes of this Article, accumulated service means the seniority as at December 31st, where seniority is determined in accordance with Article 9.

**15.2 Vacations - When Granted**

Vacations will be granted between May 1st and August 31st of any year at a time requested by the employee provided that the request is made in writing no less than thirty (30) calendar days in advance of the vacation time period requested.

Vacations will be granted at other times during the year, where possible, at a time requested by the employee provided that the needs of the College are recognized and approval can be given.

If more than one (1) employee requests the same vacation time period and the Employer cannot accommodate more than one (1) employee being absent during the same time period, then the employee with the greater seniority shall have preference.

**15.3 Vacation Pay - Regular Full-Time and Regular Part-Time Employees**

Regular full-time employees and regular part-time employees leaving on vacation shall receive their vacation pay prior to the start of their vacation if they make a written request for same to the Employer not less than ten (10) working days in advance of the start of the vacation.

**15.4 Paid Holiday During Vacation**

The period of vacation shall be extended by one (1) day for each paid holiday (as per Article 14) occurring during such vacation period.

**15.5 Vacation and Leave of Absence**

Where leave of absence without pay is used to extend vacation the period of leave shall follow the paid vacation period.

**15.6 Vacation Pay - Regular Full-Time and Regular Part-Time Employee Upon Resignation, Layoff or Termination**

In the event that a regular full-time employee or regular part-time employee resigns, is laid off or has his/her employment terminated, he/she will be paid for vacation time owing in accordance with the chart in Clause 15.7 for time worked.

**15.7 Vacation Pay - Casual Employees**

Casual employees shall have vacation pay added to their regular pay cheques in each pay period in lieu of annual vacation with pay in accordance with the following table, where Column A represents the number of years of accumulated service at the end of any pay period and Column B represents the percentage of the normal hourly rate to be paid in addition to the normal hourly rate.

COLUMN A Accumulated Service In Years	COLUMN B Vacation Pay (Percentage)
0.00 to 2.99	6%
6.00 to 9.99	8%
10.00 to 14.99	10%
15.00 or more	12%

**15.7.1** The vacation pay shall not apply to hours paid at overtime rates.

- 15.7.2** Casual employees shall be entitled to leave without pay for vacation equal to the amount of vacation pay they have received during the past vacation year.

## **ARTICLE 16. SICK LEAVE**

### **16.1 Definition of Sick Leave**

Sick leave means the period of time a regular full-time employee or regular part-time employee is entitled to be absent from work with pay by reason of either sickness or injury for which Workers' Compensation is not payable.

- 16.1.1** Absence for medical or dental appointments shall be considered as sick leave.
- 16.1.2** Absence for medical or dental appointments or for the care of immediate family members (as defined in Clause 18.1) shall be considered as sick leave to a maximum of forty-two (42) hours per fiscal year (September 1 to August 31).

### **16.2 Accumulation of Sick Leave Credit**

All regular full-time employees and regular part-time employees upon successful completion of their probation period shall be entitled to accumulate one (1) day (7 hours) of sick leave with pay credit for each thirty-five (35) hours of employment cumulative from the first day of employment to a maximum of 500 hours of sick leave credit.

### **16.3 Sick Leave - How Payable**

Sick leave is payable on the basis of regular full-time employee's or regular part-time employee's regular hourly rate of pay for the employee's normal hours of work per day and normal days of work per week which the employee would have otherwise normally worked during the period of sickness.

- 16.3.1** Any sick leave paid to a regular full-time employee or regular part-time employee shall be deducted from the employee's total accumulated sick leave credit. Upon return to work, the employee shall be entitled to again accumulate sick leave credit in accordance with and to the maximum provided for in Clause 16.2.

#### **16.4 Notification of Employer When Sick**

Any employee (regular full-time, regular part-time or casual) who is unable to attend work due to illness or injury shall notify the Employer or see that the Employer is notified, as soon as possible on the day the employee is unable to attend work. If the sick leave is of some duration, the employee shall keep in regular contact with the Employer.

Absence from employment due to sickness without notification of the Employer shall be considered as unauthorized leave and without sick leave pay (if sick leave pay is payable) unless the employee demonstrates that notification was not possible.

#### **16.5 Medical Certificate**

The Employer reserves the right to request a medical certificate from any employee (regular full-time, regular part-time or casual) for absence due to sickness or injury. A request for a medical certificate will be made during the period of illness or injury or, if there are repeated absences, prior to the next absence. A reasonable amount of time will be allowed for the employee to comply with the request. Employees shall request that the medical certificate state the dates on which the employee was unable to attend work and the general nature of the sickness or injury.

#### **16.6 Confidentiality of Personal Health Information**

**Any personal health information shall be used solely for the purposes of which it is provided. All personal health information obtained shall be kept in a locked, secure location and access shall be limited without employee consent.**

#### **16.7 Second Medical Opinion**

In cases of long term or frequent sick leave claims, the Employer may require the employee (regular full-time, regular part-time or casual) to obtain a second medical opinion from a doctor appointed by the Employer. In this event, the employee will authorize the doctor who rendered the first opinion to make the required information available to the second doctor and shall, if requested, substantiate that he/she has given this authorization. The cost of obtaining the second opinion shall be borne by the Employer.

Any information obtained under this Clause shall be considered and treated as confidential between the Employer and the employee.

## **16.8 Failure to Furnish Medical Certificate or Authorize Release**

If the employee fails to furnish a medical certificate when requested under Clause 16.5 or in the event the employee does not authorize the required releases under Clause 16.6, his/her absence from work may be considered as unauthorized and without sick leave pay, if sick leave pay is payable.

## **ARTICLE 17. MATERNITY LEAVE AND PARENTAL/ADOPTION LEAVE**

### **17.1 Maternity Leave**

In order to qualify for Maternity Leave, a pregnant employee must be currently (at time of application) working for the Employer and:

- (1) Have completed **seven (7)** months of employment with the Employer;
- (2) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (3) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

#### **17.1.1** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (1) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 17.1(3);
- (2) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 17.1(3) and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;
- (3) The maternity leave shall commence no earlier than eleven (11) weeks preceding the date specified on the medical certificate and shall terminate no later than seventeen (17) weeks following the actual date of delivery. Any additional leave of absence granted following the end of the maternity leave shall be considered as a separate leave of absence without pay.

**17.1.2** An employee who applies for Maternity Leave may also apply for Maternity Leave Benefits through the **Employment Insurance Benefit program**.

**17.1.3** An employee who wishes to resume her employment on the expiration of leave granted shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages unless the employee's job has ended.

If the employee's job has ended, the employee, upon expiration of her leave, shall be treated in accordance with the provisions outlined in Article 20 Layoff and Recall.

## **17.2 Parental/Adoption Leave**

In order to qualify for **Parental/Adoption** Leave an employee must be currently (at time of application) working for the Employer and:

- (1) Have completed **seven (7)** months of employment with the Employer;
- (2) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by him/her in the application as the day on which he/she intends to commence such leave;
- (3) Provide the Employer with a statutory declaration that he/she is the primary caregiver of the child.

**17.2.1** An employee who qualifies is entitled to and shall be granted parental/adoption leave without pay consisting of a period not exceeding **sixty three (63) weeks** taken in one consecutive period.

**17.2.2** An employee who applies for Adoption Leave may also apply for Adoption Leave Benefits through the **Employment Insurance Benefit Program**.

**17.2.3** An employee who wishes to resume his/her employment on the expiration of leave granted shall be reinstated by the Employer in the position occupied by him/her at the time such leave commenced or in a comparable position with not less than the same wages unless the employee's job has ended.

If the employee's job has ended, the employee, upon expiration of his/her leave, shall be treated in accordance with the provisions outlined in Article 20 Layoff and Recall.

## **ARTICLE 18. BEREAVEMENT AND COMPASSIONATE CARE LEAVES**



## **18.1 Bereavement Leave**

A regular full-time employee or regular part-time employee shall normally be granted five (5) regularly scheduled working days bereavement leave with pay in the case of the death of a parent, spouse, brother, sister, child, mother-in-law or father-in-law.

**18.1.1** A regular full-time employee or regular part-time employee shall normally be granted two (2) regularly scheduled working days bereavement leave with pay in the case of the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

**18.1.2** A regular full-time employee or regular part-time employee required to serve as pallbearer shall normally be granted one (1) regularly scheduled working day leave with pay.

**18.1.3** Bereavement leave without pay in addition to that provided for in Clauses 18.1 and 18.2 may be granted by the Employer upon request from the employee.

## **18.2 Compassionate Care Leave**

The purpose of compassionate care leave is to provide a release from duties and responsibilities to enable employees to provide care or support to a member of their family who is gravely ill with a significant risk of death.

**18.2.1** In order to qualify for compassionate care leave an employee must:

(a) have completed thirty (30) calendar days of employment with the College;

(b) where possible, provide his/her Employer notice of at least one pay period, unless circumstances necessitate a shorter period;

(c) provide the Employer as soon as possible a certificate from a physician who provides care to the eligible family member and who is entitled to practice medicine under the laws of the jurisdiction in which the care is provided stating that:

(i) an eligible family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate is issued, or if the leave started before the certificate was issued, the day the leave began; and

(ii) the family member requires the care and support of one or more family members.

- 18.2.2** An eligible family member means a family member as defined by the Employment Standards Code of Manitoba.
- 18.2.3** An eligible employee is entitled to compassionate care leave of absence without pay of up to **twenty-eight (28)** weeks' duration in a **fifty-two (52)** week period. The leave of absence without pay must be taken in no more than two (2) periods. No period of leave of absence may be less than one (1) week's duration.
- 18.2.4** An eligible employee may end the compassionate care leave of absence earlier than the end of the date of the requested period of leave by giving the Employer at least forty-eight (48) hours' notice of the expected date of return or such shorter period as may be agreed with the Employer.
- 18.2.5** For the purpose of the application of other terms and conditions of employment, compassionate care leave shall be considered as a leave of absence without pay.

## **ARTICLE 19. GENERAL LEAVE OF ABSENCE**

### **19.1 General Leave**

If circumstances permit, the Employer may grant leave of absence without pay to an employee upon request, provided that there is a justifiable reason and the Employer is satisfied that there will not be an unreasonable disruption of work. Any leave of absence beyond three (3) working days shall be applied for and confirmed in writing.

### **19.2 Seniority and Leave**

Any leave of absence without pay in excess of three (3) working days shall not count as seniority - see also Clause 9.1.

## **ARTICLE 20. LAYOFF AND RECALL**

### **20.1 Layoff Procedure**

The Employer agrees that, in the event of a layoff of a regular full-time employee or regular part-time employee (as defined in Clause 10.2) in a particular classification, the employee with the least seniority shall normally be first laid off, providing however, that the qualifications and performance of the employees remaining are relatively equal.

**20.1.1** In the event of a layoff, a regular full-time employee shall be considered for both regular full-time and regular part-time positions. A regular part-time employee shall be considered for regular part-time positions only.

#### **20.1.2 Notice of Layoff**

A regular full-time employee or regular part-time employee shall be given a minimum of ten (10) working days written notice of layoff by the Employer or the equivalent pay in lieu of notice.

A casual employee shall be given a minimum of one (1) working day notice of layoff by the Employer or the equivalent pay in lieu of notice.

#### **20.1.3 Layoff and Casual Work**

Regular full-time and regular part-time employees who are laid off may exercise their seniority rights for any casual work that is available and for which they are qualified providing they indicate in writing to the Employer their availability for such employment.

### **20.2 Period of Layoff and Retention of Seniority**

An employee who is laid off shall retain his/her layoff status and seniority for up to:

- (1) Twelve (12) months, if he/she is a regular full-time employee or regular part-time employee.
- (2) Three (3) months, if he/she is a casual employee.

### **20.3 Recall**

For the purpose of this Collective Agreement, a recall shall mean that a regular full-time employee or regular part-time employee on layoff is called back to work to a position within his/her former classification level if such a position is available or if such a position is not available, then to a position of up to one (1) classification level lower than his/her former classification level.

**20.3.1** To recall a laid off employee(s), the Employer will notify the employee by registered mail. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. In the event that an employee who is recalled does not accept the recall for reasons other than illness, within five (5) working days of receipt of the notice of recall by the employee, his/her employment and seniority shall terminate immediately.

**20.3.2** In the event of a recall from layoff employees shall be recalled in order of seniority, provided that the employee to be recalled meets the requirements of the job to be filled.

## **ARTICLE 21. EMPLOYEE RESIGNATION AND ABSENCE WITHOUT AUTHORIZATION**

### **21.1 Employee Resignation**

A regular full-time employee or regular part-time employee when resigning his/her employment with the Employer shall provide in writing to the Employer a minimum of ten (10) working days' notice of his/her intention to resign.

A casual employee when resigning his/her employment with the Employer shall provide to the Employer a minimum of one (1) working day notice of his/her intention to resign.

### **21.2 Absence Without Authorization**

An employee who is absent from work for three (3) consecutive working days normally worked by the employee without authorization for absence by the Employer, may at the Employer's discretion be deemed to have resigned without notice unless it can be established by the employee that a request for authorization was not possible due to circumstances beyond his/her control.

## **ARTICLE 22. SAFETY AND HEALTH**

### **22.1 Provision For Safety and Health**

The Employer shall make every reasonable provision for the safety and health of all employees during their working hours and shall make every reasonable effort to maintain working conditions in accordance with acceptable standards of safety and health.

### **22.2 Safety Equipment**

Employees working in any unsanitary or dangerous job shall be required to use the necessary safety equipment and/or protective clothing.

Required safety equipment and/or required protective clothing shall be supplied by the Employer at no cost to the employee.

The Employer will provide training in the use of special equipment whenever the Employer requires the employee to use such equipment as part of his/her job.

### **22.3 Unsafe Work**

No employee shall be disciplined for exercising his/her rights under Section 43 of the Workplace Safety and Health Act of Manitoba.

## **ARTICLE 23. BULLETIN BOARDS**

**23.1** The Association shall have the right of access to all official staff bulletin boards for the purpose of official Association business.

**23.2** All notices posted on official staff bulletin boards except position vacancy notices and official Association meeting notices must have the signed approval of the Employer or the Association.

## **ARTICLE 24. DISCIPLINE AND DISMISSAL**

### **24.1 Just Cause**

The Employer shall not discipline, suspend or dismiss any employee except for just cause.

## 24.2 Normal Discipline Process

Employees shall not be suspended or dismissed except as outlined in Clause 24.3 without observance of the following steps:

### (1) VERBAL WARNING

The Employer shall meet with the employee for the purpose of discussing and resolving the problem. The employee shall be notified by the Employer that the discussion is a Verbal Warning and the first step of the discipline procedure in accordance with this Clause of the Collective Agreement.

At the discretion of the Employer, a Verbal Warning may be confirmed in writing.

### (2) LETTER OF WARNING

If the problem(s) dealt with in the Verbal Warning is/are not resolved, either in whole or in part, or if a different problem(s) arises while a Verbal Warning is in effect, then a Letter of Warning shall be given to the employee.

The Letter of Warning will specify the area(s) of concern and the remedial action expected.

The Employer shall meet with the employee to review the content of the Letter of Warning and if the employee so wishes, he/she may have a representative of the Association at the meeting.

The Employer will notify the Association in writing of all Letters of Warning.

Letters of Warning will be reviewed every three (3) months. A Letter of Warning will expire after six (6) months unless its continuance in effect is reconfirmed by the Employer in writing.

On the review date of a Letter of Warning an employee may request a discussion of the Letter with the Employer.

When a Letter of Warning is no longer appropriate the employee will be so notified in writing and the Letter removed from his/her file. The Employer will also notify the Association in writing that the Letter of Warning has been removed.

(3) **SUSPENSION**

If the problem(s) dealt with in the Verbal Warning and/or Letter of Warning is/are not resolved, either in whole or in part, or if a different problem(s) arises while a Letter of Warning is in effect, then the employee will be suspended without pay.

Any suspension shall be confirmed in writing to the employee.

The Employer will notify the Association in writing of the suspension.

A suspension without pay shall normally be up to three (3) working days except when an employee is suspended in accordance with Clause 24.3 in which case the suspension may be for a longer period of time.

(4) **DISMISSAL**

If the problem(s) dealt with in the Verbal Warning and/or Letter of Warning and/or Suspension is/are not resolved, either in whole or in part, or if a different problem(s) arises following a suspension, then employee will be dismissed.

Any dismissal shall be confirmed in writing to the employee.

The Employer will notify the Association in writing of the dismissal.

**24.3 Unacceptable Behaviour**

The procedure outlined in Clause 24.2 shall not apply in cases of suspension or dismissal resulting from severe problems such as violent behaviour, insubordination, theft or sexual harassment.

**24.4 Employee May Grieve Discipline**

If the employee feels that any disciplinary action taken against him/her by the Employer is unjust, the employee may grieve in accordance with the grievance procedure as set forth in Article 26.

## **ARTICLE 25. PERFORMANCE EVALUATION**

### **25.1 Annual Performance Evaluation**

An annual Performance Evaluation will be conducted within the time period April 1 to June 30 for all regular full-time and part-time employees, as defined in Clause 10.2 of the Collective Agreement.

### **25.2 Performance Evaluation Form**

The annual performance evaluation shall be conducted on a performance evaluation form provided by the Employer.

### **25.3 Purpose of Performance Evaluation**

The purpose of employee performance evaluation by the Employer is two-fold:

- (1) To assess the employee's performance and to thereby assist the employee in developing and improving her/his skills; and
- (2) To insure acceptable employee performance.

### **25.4 Evaluation/Employee Comments**

When a formal employee performance evaluation is conducted, the employee concerned shall be given an opportunity to review and sign the performance evaluation form upon its completion to indicate that its contents have been read.

An employee shall have the right to place his/her own comments on the review form where such space is provided or to append their comments to the form where no space is provided.

Following a performance evaluation, the employee shall be provided with a copy of the completed performance evaluation form.

### **25.5 Unsatisfactory Performance**

Where the Employer determines an employee's performance to be unsatisfactory, the ways and means for improvement and remedial action shall be identified on the performance evaluation form by the employer.



## **ARTICLE 26. GRIEVANCE PROCEDURE AND ARBITRATION**

### **26.1 Grievance**

A grievance shall be defined as any difference or dispute arising from the interpretation, application, administration or alleged violation of this Collective Agreement.

**26.1.1** Should any grievance arise between the Employer and the Association there shall be no suspension of work on account of such grievance and an earnest effort shall be made by both Parties to settle the grievance without unnecessary delay.

**26.1.2** Matters to be dealt with under the provisions of this Article shall normally be discussed during working hours, provided, however, that lengthy negotiations for the settlement of any grievances shall be discussed outside of working hours.

### **26.2 Grievant**

Grievant shall be defined as the Party (Employer or Association) or employee(s) who initiates a grievance.

### **26.3 Written Grievance**

All grievances shall be required to be set forth in writing.

A written grievance shall set forth the particulars or the nature of the grievance, the names(s) of the person(s) involved, the date(s) of the person(s) involved, the date(s) or approximate dates of any alleged violation, the number(s) of any Article(s)/Clause(s) of the Collective Agreement alleged to have been violated, the remedy sought and the signature of the grievant.

### **26.4 Time Limits**

Time limits as established in this Article shall be complied with unless extended by mutual agreement between the Employer and the Association.

If a grievance is not responded to within the time limits as established or as mutually extended, the grievance may be referred to the next stage of the grievance procedure.

If a grievance is not referred to the next stage of the grievance procedure within the time limits agreed upon, the grievance will be deemed to have been withdrawn.

**26.5 Working Day**

For the purposes of this Article, working day shall be defined as any of the days in the interval from Monday to Friday not designated as a holiday.

**26.6 Stage Bypassing**

One or more of the stages of the grievance procedure may be bypassed by mutual agreement between the Employer and the Association.

**26.7 Employer Grievance**

An Employer grievance shall be defined as a grievance initiated by the Employer. An Employer grievance shall be set forth in writing and presented to the Association within ten (10) working days from the date of the occurrence of the circumstance giving rise to the grievance.

The Association shall have ten (10) working days from date of receipt of the grievance in which to reply in writing to the Employer. If the reply provided by the Association does not resolve the grievance and the Employer wishes to proceed with the grievance, then within ten (10) working days of receipt of the Association's reply, the grievance may be referred to arbitration in accordance with the provisions of Clause 26.11.

**26.8 Association Grievance**

An Association grievance shall be defined as a grievance initiated by the Association. An Association grievance shall be set forth in writing and processed in accordance with the grievance procedure as outlined in Clause 26.10.

**26.9 Employee Grievance**

An employee grievance shall be defined as a grievance initiated by an employee or group of employees. An employee grievance, after consultation with the Association, shall be set forth in writing and processed in accordance with the grievance procedure as outlined in Clause 26.10.

## 26.10 Grievance Procedure

### First Stage:

An employee who has a grievance shall consult the Association within five (5) working days of the event(s) giving rise to the grievance. The grievance shall then be reduced to writing and signed by the employee. The written grievance shall then be delivered to the Employer within ten (10) working days of the event(s) giving rise to the grievance.

The Employer shall, within ten (10) working days, call a meeting between representatives of the Association and the Employer. After the final meeting the Employer shall, within ten (10) working days, submit a decision on the grievance in writing to the grievant with a copy to the Association.

### Second Stage:

In the event of failure to reach a settlement, the matter may, within ten (10) working days, be referred to arbitration in accordance with the provisions of Clause 26.11. An employee may not proceed to arbitration without the authorization and representation of the Association.

## 26.11 Arbitration

When, pursuant to Clauses 26.7 or 26.10 of the Collective Agreement, either Party requests that any grievance be submitted to arbitration, the Parties agree to the use of a single person arbitration board. **An arbitrator shall be chosen by mutual agreement of the parties.**

- 26.11.1** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 26.11.2** No grievance may be submitted to arbitration which has not been properly carried through all previous stages of the grievance procedure provided for in this Article.
- 26.11.3** No matter shall be subject to arbitration which involves:
- (a) Any request for modification of the Collective Agreement;
  - (b) Any matter not covered by the Collective Agreement;
  - (c) Any matter which by the terms of the Collective Agreement is exclusively vested in the Employer.

- 26.11.4** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Collective Agreement, nor alter, modify or amend any part of this Collective Agreement.
- 26.11.5** Each of the Parties hereto, will jointly and equally bear the expense of the Arbitrator.
- 26.11.6** The decision of the Arbitrator shall be final and binding on the employee, the Association, and the Employer.

## **ARTICLE 27. UPGRADING COURSES**

- 27.1** Where the Employer requires that an employee take an upgrading course, the employee shall continue to receive his/her regular wages during the course and the Employer will pay the tuition fee for the course.
- 27.2** Where an employee at his/her own initiative wishes to take an upgrading course related to his/her work, the employee may apply to the Employer for payment of the tuition fee for the course. If the course is approved by the Employer and the employee successfully completes the course and provides proof of successful completion to the Employer, the Employer will reimburse the employee for the tuition fee for the course.

## **ARTICLE 28. MILEAGE ALLOWANCE AND PARKING**

- 28.1** Where the Employer requires an employee to use his/her vehicle for the Employer's business, the employee shall be reimbursed mileage allowance at the rate of forty-three cents (43¢) per kilometre.
- 28.2** The Employer shall provide to each employee, without charge, a parking space with plug for the duration of his/her employment.

## **ARTICLE 29. COLLECTIVE AGREEMENT PRINTING AND DISTRIBUTION**

- 29.1** It is the objective of the Parties to this Collective Agreement to communicate the terms and conditions of the Collective Agreement to all concerned. In order to best achieve this objective it is agreed that the Employer will supply a copy of the Collective Agreement to each Employer representative and the Association will supply a copy of the Collective Agreement to each employee.

**29.2** To achieve economies in printing it is agreed that the Employer and the Association will cooperate in preparing and printing the Collective Agreement and printing costs will be shared on a pro-rated basis dependent on the number of Collective Agreements required by each.

**ARTICLE 30. DURATION, TERMINATION AND RENEWAL OF COLLECTIVE AGREEMENT**

**30.1 Duration**

This Collective Agreement shall be in effect from the 1st day of September, 2019, and shall continue in force until the 31st day of August, 2023.

**30.2 Termination Date**

This Collective Agreement shall terminate at the end of the calendar day on the 31st day of August, 2023.

**30.3 Renewal**

If either Party to this Collective Agreement should desire to renew and revise this Collective Agreement, then not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the termination date established in Clause 30.2, such Party shall give written notice thereof to the other Party, together with particulars relating thereto.

**ADDENDUM TO THE SEPTEMBER 1, 2019 TO AUGUST 31, 2023**

**COLLECTIVE AGREEMENT BETWEEN ST. ANDREW'S COLLEGE AND  
THE ASSOCIATION OF EMPLOYEES SUPPORTING EDUCATION SERVICES**

**1. Schedule A Increase 2019-21**

For the period beginning September 1, 2019, and effective September 1, 2019, all Schedule A classification wages shall be increased by **0%** over and above the wages in effect for the period ending August 31, 2019.

**2. Schedule A Increase 2020-21**

For the period beginning September 1, 2020, and effective September 1, 2020, all Schedule A classification wages shall be increased by **0%** over and above the wages in effect for the period ending August 31, 2020.

**3. Schedule A Increase 2021-22**

For the period beginning July 1, 2021, and effective July 1, 2021, all Schedule A classification wages shall be increased by **2.75%** over and above the wages in effect for the period ending June 30, 2021

**4. Schedule A Increase 2022-23**

For the period beginning September 1, 2022, and effective September 1, 2022, all Schedule A classification wages shall be increased by **2.75%** over and above the wages in effect for the period ending August 31, 2022.

## SCHEDULE A - CLASSIFICATIONS AND WAGE RATES

Effective September 1, 2019 to August 31, 2020

<u>Classification</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>	<u>Annual</u>
Library Asst.	\$12.64	\$884.80	\$23,004.80
Library Technician	\$17.16	\$1,201.20	\$31,231.20
Administrative Asst 1	\$17.16	\$1,201.20	\$31,231.20
Administrative Asst 2	\$18.78	\$1,314.60	\$34,179.60
Administrative Asst 3 (Res)	\$21.55	\$1,508.50	\$39,221.00
Property Super.	\$21.55	\$1,508.50	\$39,221.00

Effective September 1, 2020 to June 30,2021

<u>Classification</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>	<u>Annual</u>
Library Asst.	\$12.64	\$884.80	\$23,004.80
Library Technician	\$17.16	\$1,201.20	\$31,231.20
Administrative Asst 1	\$17.16	\$1,201.20	\$31,231.20
Administrative Asst 2	\$18.78	\$1,314.60	\$34,179.60
Administrative Asst 3 (Res)	\$21.55	\$1,508.50	\$39,221.00
Property Super.	\$21.55	\$1,508.50	\$39,221.00

Effective July 1, 2021 to August 31, 2022

<u>Classification</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>	<u>Annual</u>
Library Asst.	\$12.99	\$909.30	\$23,641.80
Library Technician	\$17.63	\$1,234.10	\$32,086.60
Administrative Asst 1	\$17.63	\$1,234.10	\$32,086.60
Administrative Asst 2	\$19.30	\$1,351.00	\$35,126.00
Administrative Asst 3 (Res)	\$22.14	\$1,549.80	\$40,294.80
Property Super.	\$22.14	\$1,549.80	\$40,294.80

**Effective September 1, 2022 to August 31, 2023**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Bi-weekly Rate</u></b>	<b><u>Annual</u></b>
<b>Library Asst.</b>	<b>\$13.35</b>	<b>\$934.50</b>	<b>\$24,297.00</b>
<b>Library Technician</b>	<b>\$18.11</b>	<b>\$1,267.70</b>	<b>\$32,960.20</b>
<b>Administrative Asst 1</b>	<b>\$18.11</b>	<b>\$1,267.70</b>	<b>\$32,960.20</b>
<b>Administrative Asst 2</b>	<b>\$19.83</b>	<b>\$1,388.10</b>	<b>\$36,090.60</b>
<b>Administrative Asst 3 (Res)</b>	<b>\$22.75</b>	<b>\$1,592.50</b>	<b>\$41,405.00</b>
<b>Property Super.</b>	<b>\$22.75</b>	<b>\$1,592.50</b>	<b>\$41,405.00</b>

**Notes to Schedule A**

1. Wages will be paid bi-weekly/every second Friday as per Article 13 of the Collective Agreement.
2. Bi-weekly pay for regular full-time employees who work regular full-time hours shall be based on 70 hours (2 x 35 hours per week) for 1820 hours annually as per Clause 13.1.



## **LETTER OF UNDERSTANDING**

BETWEEN:

**ST. ANDREW'S COLLEGE**

- and -

**THE ASSOCIATION OF EMPLOYEES SUPPORTING EDUCATION SERVICES**

RE: USE OF VOLUNTEERS

WHEREAS there is a Collective Agreement in effect between St. Andrew's College and the Association of Employees Supporting Education Services (AESES) for the period September 1, 1993 to August 31, 1995;

AND WHEREAS St. Andrew's College serves as both a College and a Church;

AND WHEREAS the purpose of St. Andrew's College/Church is to train candidates for the priesthood in the Ukrainian Orthodox faith and to promote the Ukrainian Orthodox faith and Ukrainian heritage and culture;

AND WHEREAS St. Andrew's College/Church in fulfilling its purpose has historically and traditionally utilized members of its faith as volunteers to carry out certain of its functions, activities and traditions;

THEREFORE, St. Andrew's College and AESES hereby agree that nothing in the Collective Agreement shall preclude the continuation of the traditional practice of the use by the College/Church of volunteers for those functions and activities such as, but not limited to, the following examples:

1. Feast Day - closest Sunday to December 14;
2. Special Diet Preparation
3. Friday Diet Preparation
4. Cultural and Religious Events and Activities
5. Guest Speakers - set up of rooms for events
6. Ukrainian Men's Club/League
7. Ukrainian Women's League
8. Ukrainian Canadian Youth League
9. Centre for Ukrainian Canadian Studies Seminars
10. Ukrainian Language School
11. Sunday School

12. Open House
13. Opening Exercises at commencement of academic year
14. Convocation/Reception
15. Newsletter mailing

Signed by St. Andrew's College this 19th day of December, 1995.

Signed by the Association of Employees Supporting Education Services this 14th day of December, 1995.

FOR ST. ANDREW'S COLLEGE

"R. Kapy "  
Russell Kapy, St. Andrew's  
Chair - Board of Directors

"L. Schreyer"  
Lloyd Schreyer, Spokesperson

"R. Yereniuk"  
Roman Yereniuk, Rector

FOR THE ASSOCIATION OF  
EMPLOYEES SUPPORTING EDUCATION  
SERVICES

"W. R. Pucci"  
Wayne R. Pucci, President

"J. W. Urkevich"  
John W. Urkevich, Business Agent

**COLLECTIVE AGREEMENT SIGNING PAGE**

This Collective Agreement between the Parties for the period September 1, 2019 to August 31, 2023 hereby signed by the Parties as follows:

Signed by St. Andrew's College this 26 day of January, 2022.

Signed by the Association of Employees Supporting Education Services this 26 day of January, 2022.

FOR ST. ANDREW'S COLLEGE

FOR THE ASSOCIATION OF  
EMPLOYEES SUPPORTING EDUCATION  
SERVICES



"B. Eliuk"  
St. Andrew's College  
Chair - Board of Directors



"L. Morris"  
Laurie Morris, President



"V. Rev. R. W. Bozyk"  
Fr. Roman Bozyk, Acting Principal



"L. Hilton"  
Lorne Hilton, Labour Relations Officer

LETTER OF UNDERSTANDING

BETWEEN

ST ANDREWS COLLEGE

-and-

THE ASSOCIATION OF EMPLOYEES SUPPORTING EDUCATION SERVICES

RE: HEALTH SPENDING ACCOUNT (HSA)

The Employer agrees to provide annually effective January 1, 2022 the following Employer-paid benefit:

Health Spending Account (HSA):

**\$500.00** for each regular full-time employee per calendar year.

**\$325.00** for each regular part-time employee per calendar year.

Medical and dental services and/or equipment considered tax deductible by the Canada Revenue Agency, shall be eligible for reimbursement under the HSA upon the presentation of receipts by the employee.

DATED this 1st day of January, 2022.

FOR ST. ANDREW'S COLLEGE

FOR THE ASSOCIATION

"B. Eliuk"  
\_\_\_\_\_  
, St. Andrew's College  
Chair - Board of Directors

"L. Morris"  
\_\_\_\_\_  
Laurie Morris, President

"V. Rev. R. W. Bozyk"  
\_\_\_\_\_  
Fr. Roman Bozyk, Acting Principal

"L. Hilton"  
\_\_\_\_\_  
Lorne Hilton, Labour Relations Officer

**COLLECTIVE AGREEMENT SIGNING PAGE**

This Collective Agreement between the Parties for the period September 1, 2019 to August 31, 2023 hereby signed by the Parties as follows:

Signed by St. Andrew's College this 26 day of January, 2022.

Signed by the Association of Employees Supporting Education Services this 26 day of January, 2022.

FOR ST. ANDREW'S COLLEGE

FOR THE ASSOCIATION OF  
EMPLOYEES SUPPORTING EDUCATION  
SERVICES

"B. Eliuk"  
\_\_\_\_\_  
, St. Andrew's College  
Chair - Board of Directors

"L. Morris"  
\_\_\_\_\_  
Laurie Morris, President

"V. Rev. R. W. Bozyk"  
\_\_\_\_\_  
Fr. Roman Bozyk, Acting Principal

"L. Hilton"  
\_\_\_\_\_  
Lorne Hilton, Labour Relations Officer