

# **Collective Agreement**

*between*

**Red River College Polytechnic**

*and*

**Manitoba Government and General Employees' Union**

**Local 073**

**June 19, 2021 to June 13, 2025**

**Red River College Polytechnic and the Manitoba Government and General Employees' Union are committed to ensuring that First Nations, Métis and Inuit Knowledge, cultures and traditions are embraced and respected.**

**Red River College Polytechnic campuses are located on original lands of Anishinaabe, Ininiwak, Anishininwak, Dakota, and Dené peoples, and on the homeland of the Red River Métis Nation.**

**Red River College Polytechnic and the Manitoba Government and General Employees' Union are committed to a renewed relationship and dialogue with First Nations, Métis, and Inuit peoples based on the principles of mutual trust, respect and reciprocity.**

**We respect the Treaties that were made on these territories, and we dedicate ourselves to move forward in partnership with Indigenous communities in a spirit of reconciliation and collaboration.**

## Table of Contents

Article 1	Interpretation.....	1
Article 2	Duration of Agreement .....	3
Article 3	Amendment to the Salary Schedule .....	4
Article 4	Application of Agreement .....	4
Article 5	Term Employees .....	5
Article 6	Part-time Employees.....	8
Article 7	No Discrimination/Respectful Workplace .....	8
Article 8	Management Rights.....	9
Article 9	Pay .....	9
Article 10	Retroactive Wages.....	10
Article 11	Recruitment Selection and Appointment .....	11
Article 12	Probationary Period .....	12
Article 13	Conduct of Employees .....	14
Article 14	Performance Assessment .....	14
Article 15	Merit Increments.....	15
Article 16	Instructor Education Supplements.....	17
Article 17	Disciplinary Action.....	17
Article 18	Resignations .....	18
Article 19	Contracting Out .....	19
Article 20	Technological Change .....	20
Article 21	Change of Work Headquarters .....	21
Article 22	Layoff.....	22
Article 23	Severance Pay .....	26
Article 24	Holidays.....	28
Article 25	Vacation.....	31
Article 26	Medical Fitness .....	34
Article 27	Sick Leave .....	35

Article 28	Workers Compensation.....	38
Article 29	Bereavement Leave .....	39
Article 30	Family Related Leave and Religious Observances .....	40
Article 31	Birth Leave .....	41
Article 32	Maternity Leave.....	41
Article 33	Adoptive Parent Leave .....	46
Article 34	Parental Leave .....	46
Article 35	Bridging of Service .....	50
Article 36	Loss Of or Damage To Personal Effects.....	51
Article 37	Remoteness Allowance .....	52
Article 38	Benefits .....	53
Article 39	Employee and Family Assistance Program.....	54
Article 40	Safety and Health .....	54
Article 41	Uniforms and Protective Clothing.....	57
Article 42	Video Display terminals.....	58
Article 43	Union Business .....	58
Article 44	Rights of Union Officers .....	60
Article 45	Union Security.....	61
Article 46	Labour/Management Committee .....	62
Article 47	Grievance Procedure .....	62
Article 48	Arbitration Procedure.....	66
Article 49	Employee Development.....	70
Article 50	Civil Liability .....	70
Article 51	Employee Files.....	71
Article 52	Long Term Disability Income Plan.....	71
Article 53	Seniority .....	72
Article 54	Instructor Qualifications.....	74
Article 55	Off-Campus Assignments.....	74
Article 56	Shift Premium.....	76
Article 57	Standby .....	76

Article 58	Academic Coordinator’s Allowance.....	77
Article 59	Acting Status.....	78
Article 60	Job Sharing .....	79
Article 61	Weekend Premium.....	79
Article 62	Hours of Work.....	80
Article 63	Overtime .....	90
Article 64	Court Leave .....	92
Article 65	Deferred Salary Leave Plan.....	92
Article 66	Work at Home .....	92
Article 67	Military Leave.....	93
Article 68	Professional Fees.....	93
Article 69	Job Classification Plan .....	93
Appendix “A”	- Exclusions from the Terms of the Agreement.....	96
Appendix “B”	- Remoteness Allowance.....	99
Appendix “C”	- Application of Benefits to Part-time Employees .....	106
Appendix “D”	- Casual Employees .....	112
Appendix “E”	- Privately-Owned Vehicles .....	114
Appendix “F”	- Meals and Miscellaneous Expenses.....	117
Appendix “G”	.....	124
Memorandum of Agreement #1.....		125
Re:	Additional Opportunities for Employees on the Re-Employment List	
Memorandum of Agreement #2 .....		126
Re:	Parking	
Memorandum of Agreement #3 .....		127
Re:	Shift Schedules	
Memorandum of Agreement #4 .....		129
Re:	Tuition Scholarship	
Memorandum of Agreement #5 .....		130
Re:	Winnipeg EcoPass	

**Memorandum of Agreement #6** .....131  
Re: Change Initiatives

**Memorandum of Agreement #7** ..... 133  
Re: Market Supplement

**Memorandum of Agreement #8** ..... 135  
Re: Reciprocal Transfer Agreement

**Letter of Intent** ..... 136  
Re: Faculty Workload Assignment Implementation Advisory Group

**Letter of Intent** ..... 138  
Re: Advancing Truth and Reconciliation: A joint review of the  
Collective Agreement and associated recommendations to Labour  
Management Committee

**Salary Schedules** .....141

\*All changes appear in **bold**.

## Alphabetical Table of Contents

Article 58	Academic Coordinator’s Allowance.....	77
Article 59	Acting Status.....	78
Article 33	Adoptive Parent Leave .....	46
Article 3	Amendment to the Salary Schedule .....	4
Article 4	Application of Agreement .....	4
Article 48	Arbitration Procedure.....	66
Article 38	Benefits .....	53
Article 29	Bereavement Leave .....	39
Article 31	Birth Leave .....	41
Article 35	Bridging of Service .....	50
Article 21	Change of Work Headquarters .....	21
Article 50	Civil Liability .....	70
Article 13	Conduct of Employees .....	14
Article 19	Contracting Out .....	19
Article 64	Court Leave .....	92
Article 65	Deferred Salary Leave Plan.....	92
Article 17	Disciplinary Action.....	17
Article 2	Duration of Agreement .....	3
Article 39	Employee and Family Assistance Program.....	54
Article 49	Employee Development.....	70
Article 51	Employee Files.....	71
Article 30	Family Related Leave and Religious Observances .....	40
Article 47	Grievance Procedure .....	62
Article 24	Holidays.....	28
Article 62	Hours of Work.....	80
Article 16	Instructor Education Supplements.....	17
Article 54	Instructor Qualifications .....	74
Article 1	Interpretation.....	1

Article 69	Job Classification Plan .....	93
Article 60	Job Sharing .....	79
Article 46	Labour/Management Committee .....	62
Article 22	Layoff.....	22
Article 52	Long Term Disability Income Plan.....	71
Article 36	Loss Of or Damage To Personal Effects.....	51
Article 8	Management Rights.....	9
Article 32	Maternity Leave.....	41
Article 26	Medical Fitness .....	34
Article 15	Merit Increments.....	15
Article 67	Military Leave.....	93
Article 7	No Discrimination/Respectful Workplace .....	8
Article 55	Off-Campus Assignments .....	74
Article 63	Overtime .....	90
Article 34	Parental Leave .....	46
Article 6	Part-time Employees.....	8
Article 9	Pay .....	9
Article 14	Performance Assessment .....	14
Article 12	Probationary Period .....	12
Article 68	Professional Fees.....	93
Article 11	Recruitment Selection and Appointment.....	11
Article 37	Remoteness Allowance .....	52
Article 18	Resignations .....	18
Article 10	Retroactive Wages.....	10
Article 44	Rights of Union Officers .....	60
Article 40	Safety and Health.....	54
Article 53	Seniority.....	72
Article 23	Severance Pay .....	26
Article 56	Shift Premium.....	76
Article 27	Sick Leave.....	35



Article 57	Standby .....	76
Article 20	Technological Change .....	20
Article 5	Term Employees .....	5
Article 41	Uniforms and Protective Clothing .....	57
Article 43	Union Business .....	58
Article 45	Union Security .....	61
Article 25	Vacation .....	31
Article 42	Video Display terminals .....	58
Article 61	Weekend Premium .....	79
Article 66	Work at Home .....	92
Article 28	Workers Compensation .....	38
Appendix “A”	Exclusions from the Terms of the Agreement .....	96
Appendix “B”	Remoteness Allowance .....	99
Appendix “C”	Application of Benefits to Part-time Employees .....	106
Appendix “D”	Casual Employees .....	112
Appendix “E”	Privately-Owned Vehicles .....	114
Appendix “F”	Meals and Miscellaneous Expenses .....	117
Appendix “G”	.....	124
Memorandum of Agreement #1	.....	125
Re:	Additional Opportunities for Employees on the Re-Employment List	
Memorandum of Agreement #2	.....	126
Re:	Parking	
Memorandum of Agreement #3	.....	127
Re:	Shift Schedules	
Memorandum of Agreement #4	.....	129
Re:	Tuition Scholarship	
Memorandum of Agreement #5	.....	130
Re:	Winnipeg EcoPass	

**Memorandum of Agreement #6** .....131  
Re: Change Initiatives

**Memorandum of Agreement #7** ..... 133  
Re: Market Supplement

**Memorandum of Agreement #8** ..... 135  
Re: Reciprocal Transfer Agreement

**Letter of Intent** ..... 136  
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\*All changes appear **in bold**

This Agreement made this 27<sup>th</sup> day of September, 2023.

between

**Red River College Polytechnic**  
(hereinafter referred to as the “Employer”)

of the first part

and

**Manitoba Government and General Employees’ Union**  
(hereinafter referred to as the “Union”)

of the second part.

PURPOSE: The purpose of this Agreement is to promote cooperation and understanding between the College and its employees and to recognize the mutual value of joint discussions and negotiations with respect to compensation and working conditions for employees. The parties hereto agree as follows:

### **Article 1 Interpretation**

**1:01** Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

**1:02** In this Agreement, unless the context otherwise requires, the expression:

- (a) “Agreement” means this Collective Agreement;
- (b) “Authorized Overtime” shall mean overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean “Authorized Overtime”;

- (c) “Casual Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis;
- (d) “Classification” or “classification of position” means a group of positions involving duties and responsibilities to which the same schedule or grade of pay can be reasonably applied to all positions in the group;
- (e) “Continuous Service” or “continuous employment” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay or a temporary layoff, while not considered a break in service, shall not be counted in the total continuous service. (Example: ten (10) years consecutive and continuous service with six (6) months leave of absence without pay or six (6) months layoff = nine and one-half (9½) years continuous service);
- (f) “Dismissal” means the removal of an employee for disciplinary reasons from employment for just cause;
- (g) “Employee” means a person employed in a position in the bargaining unit in accordance with Article 4 - Application of Agreement;
- (h) “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee which, unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates;

- (i) “Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement;
- (j) “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis;
- (k) “Position” means a position of employment with the Employer as provided in Article 4 - Application of Agreement;
- (l) “Promotion” means a change of employment from one position to another having a higher maximum salary;
- (m) “Regular Employee” means an employee who carries out and occupies a continuing function with the Employer and who has all the rights and privileges of permanent status.

## **Article 2     Duration of Agreement**

**2:01** This Agreement shall become effective from and including the **nineteenth (19<sup>th</sup>)** day of June, **2021** and shall continue in effect up to and including the **thirteenth (13<sup>th</sup>)** day of June, **2025** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred and eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

**2:02** Where notice for revision of this Agreement is given under Section :01, the parties shall meet and exchange proposals at least thirty (30) days prior to the expiry date of the Agreement and commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.

**2:03** All additions, deletions, amendments, and/or revisions from the **previous** Agreement to the **renewed** Agreement shall be effective date of ratification of this Agreement, **August 10, 2023**, unless otherwise specified.

### **Article 3 Amendment to the Salary Schedule**

**3:01** During the term of this Agreement, amendments to the salary schedule resulting from the introduction of a new classification, or amendments to Appendix A of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.

**3:02** If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Employer shall consult with the Union and may amend the salary schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

### **Article 4 Application of Agreement**

**4:01** The Employer recognizes the Manitoba Government and General Employees' Union as the sole and exclusive bargaining agent for all employees of the Employer save and except:

- (a) Those employees employed in positions listed in Appendix A (Exclusions) from the terms of the Agreement, attached to and forming part of this Agreement;
- (b) Casual employees who have less than one hundred and sixty (160) hours of accumulated service in an eight (8) hour per day classification or less than one hundred and forty-five (145) hours of accumulated service for employees in a seven and one-quarter ( $7 \frac{1}{4}$ ) hours per day classification. Casual employees who have accumulated the required hours shall be included in the Agreement effective the start of the biweekly period following such accumulation. See Appendix D (Casual Employees);

- (c) Evening Instructors and evening Educational Assistants employed by separate employment agreement in the College's continuing education division. For greater certainty, day time Instructors in the continuing education division are covered by the terms and conditions of the Collective Agreement;
- (d) Part-time employees who have less than three hundred and thirty-six (336) hours of accumulated service for employees in an eight (8) hour per day classification or less than three hundred four and one half (304 ½) hours of accumulated service for employees in a seven and one-quarter (7 ¼) hours per day classification. Part-time employees who have accumulated the required hours shall be included in the Agreement effective the start of the biweekly pay period following such accumulation. See Appendix C - Application of Benefits to part-time employees;
- (e) **Student employees that are not replacing a bargaining unit employee or otherwise creating a shortage of work within the bargaining unit; and**
- (f) **Elders.**

## Article 5 Term Employees

- 5:01** "Term Employee" means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
- 5:02** Where the employment of a term employee terminates at the end of a specific term of employment, then:
- (a) The Employer shall not be required to give any notice or payment in lieu thereof;
  - (b) The employee shall not be required to give any notice of resignation;

- (c) The Employer shall inform the employee of any performance issues that arose during the employee's term.

**5:03** Where a term employee is laid off, then the following shall apply:

- (a) If the layoff is at the end of a specific term of employment, no notice of layoff is required;
- (b) If the layoff is prior to the end of a specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:
  - (i) Four (4) weeks' notice to an employee with one (1) or more years of full-time continuous service or;
  - (ii) Two (2) weeks' notice to an employee with less than one (1) year of full-time continuous service.

**5:04** (a) Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the Employer will convert the employee to regular status.

- (b) Where it is known, prior to twenty-four (24) continuous months, that the position is expected to continue, and subject to Article 11:02, the term employee will be converted to regular status at that time.

**5:05** An employee appointed on term shall be informed in writing as to the duration of the term. Where the term relates to the reason set out in Section :07, the employee shall be so informed. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.

**5:06** Where the employee is not to be converted in accordance with Section :04, the employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Section :04 are not met. A meeting may be held with the



employee to discuss this matter. The employee has the option to have a union representative present.

- 5:07** Section :06 and :10 do not apply where a term employee is replacing an employee who is absent for any reason.
- 5:08** Where a term employee is re-employed within one-hundred and fifty (150) days from the last day for which they were paid, service as of the end of the previous term of employment will be credited to the employee as consecutive service. The foregoing does not apply to a term of employment where an employee has resigned.
- 5:09** The Employer and the Union will meet in the month of June, or as otherwise mutually agreed, in each year to review the status of all term employees with more than twenty-four (24) continuous months of service.
- 5:10** (a) Term employees who accumulate twenty-four (24) months of consecutive service in accordance with Article 5:08 shall be entitled, for a period of one-hundred and fifty (150) days, to a right of first refusal to fill the same term position provided it is available and subject to the following conditions:
- (i) Service was accumulated in the same position performing the same function;
  - (ii) The position was initially filled through a competitive process.
- (b) When more than one (1) employee meets the criteria outlined in (a), offers shall be made in order of seniority.
- (c) The person to whom this article applies must:
- (i) Report any change of contact information to Human Resources without delay;
  - (ii) If offered that position, respond to the offer within seven (7) days of receipt of notification;

- (iii) Return to work on the date required by the employer; and
- (iv) Except for good and sufficient reasons, accept the offer in accordance with this Article or be deemed to have abandoned her/his rights under this Article.

### **Article 6 Part-time Employees**

**6:01** The calculation of benefits for part-time employees covered by this Agreement will be as set out in Appendix C - Application of Benefits to Part-time Employees.

### **Article 7 No Discrimination/Respectful Workplace**

- 7:01** The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free of discrimination and harassment.
- 7:02** The Employer and the Union shall administer this Article consistent with the definition of harassment and discrimination set out in the Manitoba Human Rights Code, Workplace Safety and Health Act and Manitoba Labour Relations Act.
- 7:03** The Employer shall maintain policies in relation to discrimination, harassment and respectful workplace and shall provide copies to all employees.
- 7:04** The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment or discrimination shall be treated in a confidential manner by the Employer, the Union and the employee(s).
- 7:05** The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.

- 7:06** Where a dispute arises, the parties agree that the dispute resolution procedure under the Employer's policies shall be utilized.
- 7:07** Notwithstanding the above, a complaint of harassment may proceed as a grievance.

### **Article 8 Management Rights**

- 8:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 8:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

### **Article 9 Pay**

- 9:01** Employees shall be paid on the basis of the hourly rates for an employee's assigned step in the applicable pay scale as set out in the applicable pay schedule. The biweekly pay shall be calculated by multiplying the applicable hourly rate of pay by the number of hours worked in a biweekly pay period. An employee's pay may also include the applicable premiums, supplements, allowances, over-time, and any leave with pay in that period for which the employee is eligible, rounded to the nearest cent.
- 9:02** Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the salary schedule that is, if possible, one full increment more than the rate of pay the employee was being paid in the employee's former position.
- 9:03** Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, the Employer shall consult with the Union, and may make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such positions within the pay range of the classification. Such provisions may take the form of salary rate assignment of

incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

**9:04** Where an employee is granted a special merit or additional remuneration by the Employer, the Employer shall notify the Union.

**9:05** Where the Employer wishes to fill a position with an employee in underfill status, the Employer shall consult with the Union.

### **Article 10 Retroactive Wages**

**10:01** (a) Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:

- (i) Employees who are in the employ of the Employer on the date of the signing of this Agreement;
- (ii) Employees who, during the above referenced period, retired in accordance with the Civil Service Superannuation Act;
- (iii) Employees who, during the above referenced period, were laid off in accordance with Article 22;
- (iv) Term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed;
- (v) An employee who, during the above referenced period, died and such retroactive wage adjustment shall be paid to her/his estate.

(b) Upon written request to the Employer, within sixty (60) days of the date of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date

of the signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

### **Article 11 Recruitment Selection and Appointment**

**11:01** If a vacant or new regular position or term position of at least six (6) months known duration, in the bargaining unit is to be filled, a competitive selection process will be used.

**11:02** Notwithstanding Section :01, a competitive selection process may not be required where:

- (a) A qualified person on the College's re-employment list is appointed to a position without competition; or
- (b) A regular employee at risk of layoff is re-deployed to an alternate position; or
- (c) A term employee is converted to regular status in accordance with the provisions of Article 5 - Term Employees; or
- (d) An acting status appointment made through a competitive process is subsequently converted to regular status; or
- (e) A regular employee is re-deployed to an alternate position due to health, reasonable accommodation, or human rights reasons; or
- (f) A term employee who is backfilling a regular position may be directly appointed into the regular position where the incumbent in the regular position is not returning to such position and where the term employee's appointment to the backfill position was determined through a competitive process; or
- (g) A term employee is being hired into a term position within one hundred and fifty (150) days of the expiration of their previous term of employment in the same position performing the same function and where her/his appointment for that position was made through a

competitive process. The foregoing does not apply where an employee has resigned; or

(h) The parties have otherwise mutually agreed to waive the posting and competitive process.

**11:03** Where a competitive process is used a competition bulletin shall be posted for a minimum of ten (10) working days unless mutually agreed otherwise, and shall state the closing date for applications, the location of the position, the classification and salary range (if available), duties and qualifications. The Union will be provided with a copy of all bulletins as they are issued. All internal applicants who meet the screening criteria established pursuant to the competition bulletin shall be interviewed for the position.

**11:04** The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance, relevant qualifications and seniority. Where ability and prior work performance, and relevant qualifications are relatively equal, seniority shall be the determining factor.

**11:05** Notwithstanding the provisions of Section :04, first consideration for filling vacancies or new positions shall be given to persons on the College re-employment list.

**11:06** Nothing in this article shall prevent the Employer from advertising outside the College for a position, nor from selecting a person from outside the College to a position subject to Section :04.

**11:07** An employee who is notified that they are an unsuccessful applicant for a position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that they were an unsuccessful applicant.

## **Article 12 Probationary Period**

**12:01** (a) Instructor, Curriculum Consultant, Chairperson

Subject to Section :07, every employee appointed to a position of Instructor, Curriculum Consultant or Chairperson shall be on probation for a period of twelve (12) months.

(b) All Other Classifications

Subject to Section :07, every employee appointed to a position shall be on probation for a period of six (6) months or for such longer period as may be established by the Employer. Such period shall not exceed twelve (12) months. The employee shall be notified of the length of the probationary period.

- 12:02** Where an employee's probation period has been established for a period of less than twelve (12) months, the Employer may extend the employee's probation period. Such extension when combined with the initial probation period shall not exceed twelve (12) months duration and the total shall be deemed to be the initial probation period.
- 12:03** An employee shall be notified in writing of any extension of the probation period under Section :02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 12:04** After consultation with the Union, the Employer may extend the probationary period for an Instructor up to an additional twelve (12) months.
- 12:05** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The College President or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.
- 12:06** Where an employee has been rejected during probation following a promotion, upon such rejection the Employer will relocate the employee to their former position or to a position comparable to the former position.

- 12:07** An employee shall not be required to serve a further probation period when:
- (a) The employee is promoted without competition as a result of reclassification of the employee's position;
  - (b) The employee initiates a transfer to a position in the same pay band involving similar duties and responsibilities;
  - (c) The Employer initiates the transfer or demotion of an employee from one position to another for any reason.
- 12:08** The rejection of an employee on probation is not arbitrable.
- 12:09** An employee who is being rejected during the employee's probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.
- 12:10** An employee who is temporarily appointed to another position on an acting basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period.

### **Article 13 Conduct of Employees**

- 13:01** Each employee shall observe standards of behaviour consistent with the employee's function and role as a college employee and in compliance with the terms of this Agreement.
- 13:02** Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned their position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed their regular duties.

### **Article 14 Performance Assessment**

- 14:01** Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read.



Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

- 14:02** An employee's performance shall be assessed against the duties of their official position description. The assessment process may also include other objective criteria which have been jointly developed between the employee and their supervisor for the purpose of performance assessment.

### **Article 15 Merit Increments**

- 15:01** "Merit Increment" means an increase in the rate of pay of an employee within the employee's pay range which may be granted on the employee's anniversary date in recognition of satisfactory service.
- 15:02** Subject to Section :03, the anniversary date of an employee is the first of the month which follows the date on which the employee is employed.
- 15:03** The anniversary date for an employee who, as a result of promotion or transfer received an increase in rate of pay equivalent to two or more merit increments, shall become the first day of the month that falls on or after the effective date of the promotion or transfer, and the employee shall be eligible for their next merit increment twelve (12) months from the anniversary date established in accordance with this section.
- 15:04** Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increment twelve (12) months from the employee's anniversary date established in accordance with this Article provided the employee has accumulated one thousand and eight (1,008) regular hours of work during that twelve (12) month period. If an employee has not accumulated one thousand and eight (1,008) regular hours during that twelve (12) month period and as a result has not received a merit increment, the employee is eligible for a merit increment at the employee's next subsequent anniversary date twelve (12) months hence provided the

employee has accumulated one thousand and eight (1,008) regular hours during the preceding twenty-four (24) month period. In a similar manner an employee who has not accumulated one thousand and eight (1,008) regular hours over the preceding twenty-four (24) month period is eligible for a merit increment at the employee's next anniversary date following the accumulation of one thousand and eight (1,008) regular hours.

- 15:05** Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increment on the employee's anniversary date.
- 15:06** The effective date for an employee's merit increment shall be the first day of the biweekly pay period which includes the employee's anniversary date.
- 15:07** Where a merit increment is not granted to an employee on the employee's anniversary date:
- (a) The employee shall be notified of the merit increment denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increment was denied;
  - (b) The merit increment may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increment shall be the first day of the biweekly pay period which includes the subsequent monthly anniversary date referred to. No grievance may be initiated where a merit increment is not granted to an employee under this subsection;
  - (c) The employee is eligible for a merit increment at the employee's next anniversary date notwithstanding that the employee was granted a merit increment under subsection (b).

## **Article 16 Instructor Education Supplements**

**16:01** Upon supplying proof of attainment, Instructors shall be eligible for an educational supplement as outlined below upon attainment of a recognized and relevant degree effective the first biweekly pay period of the month following attainment of the credential.

For attainment of:

(a) Recognized and relevant Master's Degree – **date of signing \$2,850 (\$1.52 hourly\*)** per annum; or

(b) Recognized and relevant Doctorate - effective **date of signing \$5,700 (\$3.03 hourly\*)** per annum.

**Hourly amounts are subject to calculation upon entry into the Human Resource Information System.**

**16:02** For purposes of administering Section :01 above, “relevant” means “academic preparation and attainment that is directly applicable and connected to the subject matter the Instructor is assigned to teach.”

## **Article 17 Disciplinary Action**

**17:01** An employee shall only be disciplined for just cause.

**17:02** A meeting may be held with an employee prior to making a determination to discipline the employee. The employee has the option to have a representative present.

**17:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating they have read it. Upon signing, the employee shall receive a copy of such a report.

**17:04** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which

made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.

- 17:05** An employee may grieve any disciplinary action according to Article 47 - Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- 17:06** The person or board to whom a grievance is made may:
- (a) Uphold the disciplinary action; or
  - (b) Vary the disciplinary action; or
  - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 17:07** No notice or payment in lieu thereof is required where an employee is dismissed.
- 17:08** An employee may request in writing the removal of a disciplinary letter from their personnel file. This request shall not be unreasonably denied. The Employer's decision may be grieved up to Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievance.

### **Article 18 Resignations**

- 18:01** An employee wishing to resign shall provide the Employer with a written signed notice of resignation which shall specify the last day of employment.
- 18:02** The effective date of a resignation shall be the last day for which they are paid.
- 18:03** Subject to Sections :04, :05, and :06, where the last day on which an employee who has submitted a notice of resignation performs their regular duties precedes a Friday which, but for the fact that a holiday provided for in Article 24 falls thereon would be a regular working day, the employee shall be

deemed to have voluntarily terminated their service on that Friday and shall be eligible for holiday pay for that Friday.

**18:04** (a) Subject to Section :06 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.

(b) An Instructor who gives at least four (4) weeks' notice of resignation shall be included under Article 25 - Vacation, Section:11 (e).

**18:05** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

**18:06** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.

### **Article 19 Contracting Out**

**19:01** The Employer will give all reasonable consideration to the continued employment of employees who would become redundant because work is contracted out.

**19:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:

(a) The Employer will provide the Union with one hundred and twenty (120) days' notice;

(b) During the notice period the Union and the Employer shall meet to facilitate potential retraining and/or re-deployment opportunities.

**19:03** Where an Employer contracts out work that was formerly performed by an employee currently on the re-employment list, the Union and the Employer shall meet to facilitate potential re-training and/or re-deployment opportunities.

## Article 20 Technological Change

- 20:01** The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of College services.
- 20:02** For purposes of this Article, technological change means the introduction of equipment or material into College operations which is likely to affect the security of employment of regular employees who are employed on a full-time, year-round basis.
- 20:03** The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- 20:04** Where the Employer intends to introduce technological change, the following procedure will be followed:
- (a) The Employer will provide the Union with one hundred and eighty (180) days' notice prior to the date the change is to be effective;
  - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
  - (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours where possible;
  - (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The committee will consist of two (2) worker representatives and two (2) management representatives. The role of the committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.
- 20:05** The provisions of this Article are intended to assist employees affected by technological change and sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

**20:06** The Employer will provide to Instructors training and professional development on knowledge, techniques, and technologies necessary to support and practice new and/or blended forms of program development and delivery and have adequate access to such technical assistance as necessary.

### **Article 21 Change of Work Headquarters**

- 21:01** Where, as a result of a reorganization an employee's work headquarters is moved from one city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move ninety (90) days in advance of the date upon which the move of the employee is to be effected. Such notice shall be provided in writing to the employee by the Employer.
- 21:02** Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting Employee Relocation Expenses.
- 21:03** Where such notice has been given to an employee and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position within the College.
- 21:04** Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to layoff. If the employee has not been offered another suitable position within one (1) year from the date of layoff the employee shall be permanently laid off and shall be eligible for severance pay in accordance with Article 23 - Severance Pay.
- 21:05** For purposes of interpretation of this Article, where the term "suitable position" is used it means a position which the employee is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the employee.

**Article 22   Layoff**

- 22:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a layoff(s) is necessary, the Employer shall determine the classification(s) from which the layoff(s) are to take place.
- 22:02** The Employer shall determine employees potentially affected within each classification from which employees are to be laid off.
- 22:03** Where the layoff(s) of employee(s) is necessary, the Employer shall provide the Union with written notice not less than forty (40) days prior to the date of layoff(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.
- 22:04** Employees identified for layoff shall receive four (4) weeks' notice or payment in lieu. No notice is required for term employees who are released at the end of his/her term. The Union shall be provided with a copy of all layoff notices issued.
- 22:05** In determining the order of layoff of employees, seniority shall be the determining factor. This Article is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties, which the remaining employees will be required to perform. Term employees with less than two (2) years of continuous service shall first be considered for layoff.
- 22:06** (a) Where an employee is identified for layoff, the Employer may identify a vacant suitable placement that is at the same or an equivalent classification and the same annual hours of work where the employee is deemed to have the qualifications and ability to perform the duties. The employee may only decline the placement opportunity if the position would require a change of work location from one city or town to another city or town outside of a twenty (20) kilometre radius measured from the employee's current work location.



- (b) If no vacant suitable placement is identified by the Employer, or the employee declines the opportunity under subsection (a), the employee may exercise an option to displace, into another position of same, equivalent or lower classification, subject to the following:
- (i) The Employer will create a list of potential position(s) and share it with the Union;
  - (ii) The employee must have the qualifications and ability to perform the work of the position they are seeking to displace;
  - (iii) The incumbent with the least seniority in the position would be displaced;
  - (iv) A term employee laid off prior to the expiry of their term may only displace another term employee with the same scheduled expiry date;

**22:07** An employee who is displaced pursuant to Section :06 shall be given notice of layoff and may, in turn exercise a displacement option as set out in Section 22:06. The process will continue in this manner until there are no displacement opportunities.

**22:08** An employee who is entitled to displace into another position in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.

**22:09** **The familiarization period shall not be more than three (3) months' duration. An employee who is found to be unsuitable during this familiarization period will be returned to the appropriate re-employment list for the greater of three (3) months' or the remainder of**

**the employee's twenty-four (24) month period on the re-employment list.**

- 22:10** For the purposes of this Article, “qualifications” refers to education, knowledge, training, skills, experience, aptitude and competence. “Ability” refers to mental, and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 22:11** The provisions of Sections 22:06 and 22:07 are not applicable if the layoff is to be for a duration of less than three (3) months and the employee(s) is to return to their position upon expiry of such layoff.
- 22:12** Casual employees shall not be used to do the work of laid off employees unless the laid off employee(s) is not available for work.
- 22:13** Where an employee, including a term employee, alleges that the employee's layoff has not been in accordance with this Agreement, the grievance shall be initiated at Step 2 of the grievance procedure.
- 22:14** The Employer shall maintain a re-employment list for all employees who are laid off. A copy will be provided to the Union on request.
- 22:15** Employees who are laid off shall be placed on a re-employment list for a period of up to twenty-four (24) months from the effective date of the layoff.
- 22:16** Employees who are placed on a re-employment list shall be recalled to their positions in reverse order of layoff in the classification from which the employee was laid off.
- 22:17** An employee who is on the re-employment list must:

- (a) Report any change of address to Human Resources without delay;
- (b) If called back or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call-back or reasonable re-employment opportunity. An employee who accepts a reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Section 22:16 for the duration of the time they would have remained on the re-employment list;
- (c) Return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity or such other date as may be agreed upon between the employee and the Employer;
- (d) Except for good and sufficient reasons, accept a call-back or reasonable re-employment opportunity in accordance with this Article or be deemed to have resigned.

**22:18** A “reasonable re-employment opportunity” is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.

**22:19** Employees on a re-employment list may be offered re-employment to other positions within the College.

**22:20** An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee’s twenty-four (24) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the grievance procedure.

**22:21** If a regular employee accepts a term position as a result of re-employment, the employee’s status as a regular employee shall be maintained. On the expiry of the term, the employee will be permanently laid off, or remain on

the re-employment list for the remainder of the twenty-four (24) month period if applicable.

- 22:22** An employee who has been notified of layoff may opt to waive their employee displacement and re-employment rights and accept a permanent layoff. The employee is then eligible to receive severance pay in accordance with Article 23:04.

### **Article 23 Severance Pay**

- 23:01** Employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or The Teachers' Pension Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) weeks' pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. (Example: ten (10) years, eight (8) complete months of continuous employment equals ten and eight-twelfths ( $10 \frac{8}{12}$ ) years of continuous employment for purposes of calculation.)
- 23:02** Where an employee in their ninth (9th) year of continuous employment fails to complete nine (9) years' continuous employment as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or The Teachers' Pensions Act, or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in their ninth (9th) year divided by twelve (12) months.
- 23:03** In addition to the severance pay set out in Section :01, employees who retire in accordance with the provisions of The Civil Service Superannuation Act or The Teachers' Pensions Act will also be eligible for the following severance pay:

- (a) For employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;
- (b) For employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a);
- (c) For employees with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b);
- (d) For employees with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b) and (c);
- (e) For employees with forty (40) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b), (c) and (d).

**23:04** Employees with one (1) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) weeks' pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.

**23:05** Where an employee in their first (1st) year of continuous employment fails to complete one (1) year continuous employment as a result of permanent layoff, the employee shall be paid severance pay on the basis of one (1) weeks' pay multiplied by the factor of the number of complete months of service completed in their first (1st) year divided by twelve (12) months.

**23:06** The rate of pay referred to in this Article shall be determined on the basis of the last regular biweekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death. Subject to Section :08, the rate of pay for hourly rated employees shall be determined on the basis of the applicable work week, either thirty-six and one-quarter (36 $\frac{1}{4}$ ) or forty (40) hours per week.

**23:07** In the case of employees eligible for severance pay who are on stand-by or temporary layoff at the time of retirement, permanent layoff or death, the weekly hours shall be, subject to Section :08, the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent layoff or death.

**23:08** In the case of hourly paid employees whose total weekly hours of work vary between summer and winter, the severance pay to be paid shall be based on an average of the normal hours of work over the fiscal year.

### **Article 24 Holidays**

**24:01** (a) The following holidays shall be observed in the College:

New Year's Day	Labour Day
Louis Riel Day	<b>National Day for Truth &amp; Reconciliation</b>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	
Any other holiday proclaimed by Federal or Provincial Statute	

(b) For calculation purposes holidays shall be observed as indicated below:

- (i) For all shift employees, where any of the holidays fall on a Saturday or a Sunday they shall be observed on that day. When July 1 is a Sunday, July 2 will be observed. For purposes of this Article, a shift employee is one whose regular work week is not Monday to Friday inclusive;
- (ii) For all non-shift employees, where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

- 24:02** (a) All College offices shall be closed at noon on December 24th when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.
- (b) Where an employee is on approved vacation or banked time off on December 24, when that day falls on Monday through Friday, the employee shall utilize one-half ( $\frac{1}{2}$ ) day of vacation or banked time off credits and the day shall be considered a full day for purposes of all other calculations.
- (c) Where the Employer requires an employee to work a regular work day on December 24 when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half ( $\frac{1}{2}$ ) day of compensatory leave with pay to a maximum of four (4) hours.
- 24:03** An employee is entitled to their regular pay for a holiday on which the employee does not work provided the employee:
- (a) Did not fail to report for work after having been scheduled to work on the day of the holiday;
- (b) Has not absented herself from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.
- 24:04** Notwithstanding Section :03 (b) an employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive their regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 24:05** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half ( $1\frac{1}{2}x$ ) times the employee's regular rate for the time worked on that day.

- 24:06** Subject to Section :08, and subject to the call-out provisions as provided in this Agreement, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled:
- (a) If the employee is eligible for premium overtime, overtime compensation based on two times (2x) the employee's regular rate of pay for all overtime worked on the holiday. Such overtime compensation is in lieu of the overtime compensation to which the employee would otherwise be eligible;
  - (b) If the employee is not eligible for premium overtime, compensation based on one and one-half times (1½x) the employee's regular rate of pay for all overtime worked on the holiday. Such compensation is in lieu of the compensation to which an employee would otherwise be eligible.
- 24:07** Subject to Section :03, where the wages of an employee vary from day to day, the pay for a holiday on which the employee has not worked shall be equivalent to the employee's average daily earnings exclusive of overtime for the days on which the employee worked during the twenty (20) working days immediately preceding the holiday.
- 24:08**
- (a) An employee who is entitled to pay for a holiday and who is required to work on the holiday, in addition to the regular pay, shall be compensated at the rate of time and one-half (1½x) for all regular hours worked on the holiday, or be granted compensatory leave for such hours worked at the rate of one and one-half (1½x) hours for each additional hour worked. Any overtime hours worked on the holiday shall be compensated on the same basis as set out in Section :06 (a) or (b).
  - (b) Subject to Section :08 (c), the accumulated compensatory leave referred to in Section :08 (a) above, shall be taken in the vacation year in which it is earned.
  - (c) The Employer may allow accumulated compensatory leave to be carried forward to the next vacation year.



- (d) In the event that an employee is terminated, the accumulated compensatory leave shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.
- (e) Shift employees shall be entitled to add to their regular annual vacation a maximum of five (5) days accumulated compensatory leave, and any additional compensatory leave shall be granted at the discretion of the Employer.

**24:09** An employee who leaves the employment of the Employer shall receive pay in lieu of the compensatory leave that has not been granted.

**24:10** **December Break**

Employees shall receive time off with pay during that period between Boxing Day and New Year's Day designated by the Employer as December break. This does not apply to employees who are on leave of absence without pay. Where an employee is required to work during any part of that period between Boxing Day and New Year's Day designated by the Employer as December break, the employee shall receive equivalent time off without loss of pay.

## **Article 25 Vacation**

**25:01** The vacation year is the period beginning on April 1 and ending on March 31 next following.

**25:02** **Subject to Article 25:12**, employees shall earn vacation leave credits **based on a full-time equivalent status** on the following basis:

- (a) Employees who have completed less than two (2) years' service, **fifteen (15) days (108.75/120 hours) per vacation year;**
- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, **twenty (20) days (145/160 hours), per vacation year;**

- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, **twenty-five (25) days (181.25/200 hours) per vacation year;**
- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, **thirty (30) days (217.50/240 hours) per vacation year;**
- (e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of **which it was earned based on regular hours worked.**

**25:03** An employee shall accumulate vacation credits from **their date of hire, based on hours worked.**

**25:04** Vacation time shall be deducted from an employee's vacation credits for vacation time taken rounded to the nearest fifteen (15) minutes.

**25:05** (a) Vacation leave may be taken as earned; however, vacation leave would normally be taken in the vacation year following the vacation year in which it is earned.

(b) Vacation leave requests are subject to approval of the Employer. Such approval shall be based on operational requirements and will not be unreasonably withheld.

(c) Vacation leave may not be taken in advance of when it is earned.

(d) The Employer may authorize vacation to commence on any day.

(e) The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one previous year's vacation entitlement.

(f) The Employer may authorize or require an employee to take vacation leave in two (2) or more periods.

(g) Where an employee is called back from vacation by their Employer, the employee shall be reimbursed for trip cancellation fees or any other expenses approved by the Employer.

**25:06** Notwithstanding Article 25:05, where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee in two (2) consecutive years, the Employer shall authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions.

**25:07** Subject to the requirements of the Employer, vacation leave shall be rotated regardless of seniority.

**25:08** Where for any reason other than death, an employee leaves the employment of the Employer after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the employee shall repay to the College all salary paid for such excess period of leave.

**25:09** Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

**25:10** Where an employee is absent on leave without pay vacation leave credits shall no longer accumulate.

**25:11** For Instructors, all provisions of this Agreement respecting vacations shall apply with the exception of those provisions contrary to the specific provisions outlined in this section:

- (a) Instructors shall accumulate vacation credits at the **full-time equivalent rate of forty-four (44) days (319 hours) per vacation year;**
- (b) Subject to the applicable sections of this Article, vacations shall be taken by an Instructor during periods in which no instructional or teaching responsibilities with a class have been assigned;

- (c) Where an Instructor is transferred or promoted, or returns from acting status to a classification which does not qualify for vacation benefits specific to Instructors, the employee will be entitled to their unexpended vacation credits as of the date of transfer or promotion;
- (d) Where a regular Instructor resigns, their unexpended vacation credits shall be recalculated and paid out on the basis of the appropriate rate of accumulation as set out in Section :02;
- (e) Notwithstanding Section :11 (d), where a regular Instructor is laid off or retires or dies or gives at least four (4) weeks' notice of resignation, their unexpended vacation credits shall be calculated and paid out at the rate of accumulation specified in Section :11 (a);
- (f) Where a term Instructor who has less than twenty-two (22) accumulated months of service is terminated or resigns, their unexpended vacation credits shall be recalculated and paid out on the basis of the appropriate rate of accumulation as set out in Section :02;
- (g) Where a term Instructor with twenty-two (22) or more accumulated months of service is terminated or resigns in accordance with the provisions of Section :11 (f) their unexpended vacation credits shall be calculated and paid out at the rate of accumulation specified in Section :11 (a).

**25:12 For employees who regularly work ten (10) or twelve (12) hour shifts, vacation will be calculated in accordance with their employment category in the Hours of Work article; either Category A or Category B.**

### **Article 26 Medical Fitness**

**26:01** The Employer may require an employee to have a psychiatric examination and/or a physical examination by a duly qualified medical practitioner acceptable to the Employer.

**26:02** The cost of any examination referred to in Section :01 will be paid by the Employer.

### **Article 27 Sick Leave**

**27:01** It is agreed by both parties that earned sick leave entitlement shall be granted where an employee is unable to be at work and perform their regular duties as a result of illness or injury.

**27:02** The sick leave to which an employee is entitled shall accumulate:

- (a) During the first four (4) years of service at the rate of 3.63 (4) hours per bi-weekly pay period; and
- (b) After the first four (4) years of service, at the rate of 7.25 (8) hours per bi-weekly pay period.

**27:03** Sick leave shall be earned by daily and hourly paid employees pro-rated on the basis of total accumulated service and regular hours worked, exclusive of overtime (Appendix C).

**27:04** Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.

**27:05** Sick leave shall not accumulate beyond 1508 (1664) hours.

**27:06** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of 1508 (1664) hours in accordance with Sections :02 and :03.

**27:07** An employee appointed on the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly pay period following the date of appointment.

**27:08** A new employee may be granted sick leave in advance of it being earned during the first six (6) months of service, provided that the amount advanced, when combined with credits already accumulated, does not exceed 36.25 (40) hours. If an employee who has used more sick leave than has been earned has their services terminated for a reason other than layoff or death, the salary over-payment resulting from the use of unearned sick leave shall be recovered by the Employer.

**27:09** Sick leave shall not accumulate during periods when an employee is:

- (a) Absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days; or
- (b) Absent without leave; or
- (c) Absent on leave of absence without pay.

Subsections (b) and (c) to apply where the period of absence is greater than one-half ( $\frac{1}{2}$ ) of the bi-weekly period.

**27:10** Where an employee is to be absent because of illness, the employee shall endeavour to notify their immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.

**27:11** The Employer may request a medical certificate or sworn statutory declaration by advance notice or any time during or after the period of illness certifying an employee is or was unable to be present at work because of illness. Should the employee fail to provide a medical certificate or sworn statutory declaration acceptable to the Employer within a reasonable amount of time, the employee shall not be paid for the absence.

**27:12** Where an employee has been absent for a period of three (3) working days or less because of sickness, the employee shall complete and submit a return date on a form as required by the Employer. Where the Employer requires

information other than a certificate of absence due to illness or injury, Article 26 shall apply.

- 27:13** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer. The application of this clause to employees subject to the instructor vacation provisions outlined in Article 25:11 shall be to a maximum of fifteen (15) working days.
- 27:14** Where the Employer has cause to request information other than that required in Section :11, the Employer shall reimburse the employee for any costs incurred for providing such information.
- 27:15** Employees should make every reasonable effort to schedule their medical and dental appointments outside of their working day. However, if employees are unable to schedule their medical and dental appointments outside normal working hours, they will be allowed time off without loss of pay provided they are absent less than two (2) hours. Employees are encouraged to schedule appointments at the beginning or end of the working day in order to minimize disruptions and absences. Employee absences for appointments greater than two (2) hours, will be allowed without loss of pay if the employee has sick leave credits. The time off in excess of two (2) hours will be charged against the employee's sick leave credits, in fifteen (15) minute intervals.
- 27:16** For medical and dental appointments with specialists or for services not available locally, up to two (2) days including travel and appointment time, may be allowed for such appointments. Where documentation acceptable to the Employer is provided, sick leave may be used for such medical and dental appointments.
- 27:17** When an employee is unable to work and is in receipt of an Income Replacement Indemnity (IRI) from Manitoba Public Insurance (MPI) as a

result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

- 27:18** Where an employee requires domestic violence leave, the employee's sick leave entitlement shall be used to provide the five (5) paid days as provided by The Employment Standards Code.

### **Article 28 Workers Compensation**

- 28:01** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee **will** be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.
- 28:02** Notwithstanding Section :01, an employee's pay may only be topped up by a maximum of 10% of the employee's net salary at the time of the injury.
- 28:03** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date of absence due to the compensable injury.



- 28:04** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 28:05** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

### **Article 29 Bereavement Leave**

- 29:01** An employee shall be entitled to bereavement leave of five (5) working days without loss of salary in the event of the death of parent, spouse or child.
- 29:02** An employee shall be entitled to bereavement leave of three (3) working days without loss of salary in the event of the death of a **sibling**, ward of the employee, grandparent, grandchild, **child-in-law**, **parent-in-law** or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 29:03** An employee shall be entitled to bereavement leave of one (1) working day without loss of salary in the event of the death of an employee's **sibling-in-law, a parent's sibling, or a sibling's child**.
- 29:04** An employee who is entitled to bereavement leave under Sections :01, :02 and :03 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.
- 29:05** Provided an employee has not received bereavement leave for the death in question, an employee shall be entitled to bereavement leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer or to perform a formal eulogy.
- 29:06** An employee shall be entitled to additional bereavement leave up to a maximum of two (2) days without loss of salary, requested for the purpose of

attending a funeral at a distance of two-hundred (200) kilometres or further, accessible by all-weather road.

### **Article 30 Family Related Leave and Religious Observances**

**30:01** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the Employer as follows and charged against the employee's sick leave credits:

- (a) (i) The leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
- (ii) The family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
- (iii) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made;
- (b) For religious observances as approved by the Employer with reasonable notice to be provided to the Employer. Religious observances shall be interpreted as major religious holidays normally observed by the employee and designated as a date of obligation by the employee's religious traditions.

**30:02** An employee shall have the required sick leave accumulation under Article 27 Sick Leave to offset the requested leave under this provision.

**30:03** Where an employee is entitled to family related leave during the period of the employee's scheduled annual vacation, the Employer, in its discretion, may grant family related leave and credit the employee with alternate days vacation equivalent to the number of days approved family related leave. The employee will be responsible to provide proof satisfactory to the Employer, and upon receipt of such proof, the Employer's decision shall be final and not subject to grievance.

### **Article 31 Birth Leave**

**31:01** An employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of their child.

### **Article 32 Maternity Leave**

**32:01** The effective date of changes to the maternity leave provisions are the first day of the biweekly pay period following the date of signing.

An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

#### **PLAN A**

**32:02** In order to qualify for Plan A, an employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Employer;
- (b) Submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of delivery.

**32:03** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02 (c); or
- (b) 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 Section :02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 32:04** (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance waiting period.

An employee who has been granted maternity leave shall also be permitted to apply up to an additional five (5) days of the employee's accumulated sick leave in the week after Employment Insurance maternity leave benefits are paid or an additional five (5) days of the employee's accumulated sick leave in the week after Employment Insurance parental benefits cease, but shall not be payable beyond the seventy-eighth (78th) week of leave.

- (b) Should the employee not return to work following maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

- 32:05** Where an employee's anniversary date falls during the period of maternity leave, the employee shall be eligible to receive a merit increase effective the date upon which the employee returns to their position of employment.

### **PLAN B**

- 32:06** Plan B does not apply to term employees.

- 32:07** The effective date of changes to Plan B is the first day of the biweekly pay period following the date of signing.

- 32:08** In order to qualify for Plan B an employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Employer;

- (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave;
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of delivery;
- (d) Provide the Employer with proof that the employee has applied for Employment Insurance benefits and that Service Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits.

**32:09** An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) The employee will return to work and remain in the employ of the Employer on a full-time basis for at least twenty-six (26) weeks following the employee's return to work, or, in the case of a part-time employee, the employee will return to work and remain in the employ of the Employer on a part-time basis for at least twenty-six (26) weeks following the employee's return to work; and
- (b) If the employee does not take parental leave as provided in Article 34 - Parental Leave, the employee will return to work on the date of the expiry of her maternity leave; and
- (c) If the employee does take parental leave as provided in Article 34 - Parental Leave, the employee will return to work on the date of the expiry of parental leave; and
- (d) Should the employee fail to return to work as provided above, the employee is indebted to the Employer for the full amount of pay received from the Employer as a maternity top-up allowance during the employee's entire period of maternity leave.

- (e) Should the employee return to work as provided above but fail to complete the return to service commitment, the employee is indebted to the Employer for a prorated amount based on the number of weeks the employee has remaining on the return service commitment, rounded to the nearest full week.

**32:10** At the request of an employee who is not a part-time employee and who has received maternity leave under Plan B, the Employer may authorize the employee to return to work on a part-time basis for a period of fifty-two (52) weeks.

Should the employee fail to return to work as provided above, the employee is indebted to the Employer for the full amount of pay received from the Employer as a maternity top-up allowance during the employee's entire period of maternity leave.

Should the employee return to work as provided above but fail to complete the return to service commitment, the employee is indebted to the Employer for a prorated amount based on the number of weeks the employee has remaining on the return service commitment, rounded to the nearest full week.

**32:11** An employee who qualifies is entitled to a maternity leave consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :08 (c); or
- (b) 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 Section :08(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

**32:12** During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the following:

- (a) For the first week an employee shall receive ninety-three percent (93%) of the employee's weekly rate of pay;
- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;
- (c) For the week immediately following the discontinuation of payments of Employment Insurance maternity benefits an employee shall receive ninety-three percent (93%) of the weekly rate of pay provided the employee does not receive Employment Insurance parental benefits immediately following the exhaustion of the Employment Insurance maternity benefits.

If the employee receives Employment Insurance parental benefits immediately following the exhaustion of Employment Insurance maternity benefits, the employee shall receive ninety-three percent (93%) of the weekly rate of pay for the week immediately following the discontinuation of payments of Employment Insurance parental benefits;

- (d) All other time as may be provided under Section :11 shall be on a leave without pay basis.

**32:13** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.

**32:14** Where an employee's anniversary date falls during the period of maternity leave, the employee shall be eligible to receive a merit increase effective the date upon which the employee returns to their position of employment.

### **Article 33 Adoptive Parent Leave**

- 33:01** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.
- 33:02** Where an employee adopts a child aged sixty (60) months or younger, such employee shall be eligible to receive parental leave and the relevant provisions of Article 34 – Parental Leave shall apply with the necessary modifications.

### **Article 34 Parental Leave**

- 34:01** The effective date of changes to the parental leave provisions are the first day of the biweekly pay period following the date of signing of the collective agreement.

An employee who qualifies for parental leave may apply for such leave in accordance with either Plan A or Plan B but not both.

- 34:02** In order to qualify for parental leave, an employee must:
- (a) Be the mother of a child; or
  - (b) Be the father of a child or he must assume actual care and custody of his newborn child; or
  - (c) Adopt a child aged sixty (60) months or younger under the law of a province.
- 34:03** An employee who qualifies under Section :02 must:
- (a) Have completed seven (7) continuous months of employment; and
  - (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.



- 34:04** An employee who qualifies in accordance with Section :02 and :03 is entitled to parental leave without pay for a continuous period of up to sixty-three (63) weeks.
- 34:05** Subject to Section :06, parental leave must commence no later than eighteen (18) months after the date of birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 34:06** Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.
- 34:07** (a) An employee who has been granted parental leave shall be permitted to apply up to five (5) days of their accumulated sick leave against the Employment Insurance waiting period.
- (b) Should the employee not return to work following parental leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
- 34:08** Where an employee's anniversary date falls during the period of parental leave, the employee shall be eligible to receive a merit increase effective the date upon which the employee returns to their position of employment.

Plan B

- 34:09** An employee is not entitled to parental top-up under Parental Leave Plan B if they have received the full seventeen (17) weeks of maternity top-up. If an employee received less than seventeen (17) weeks of maternity top-up, they will be eligible for parental top-up with the combined number of weeks of maternity (Plan B) and parental top-up (Plan B) not to exceed seventeen (17) weeks. **Effective date of signing of the Collective Agreement, subject to**

**the eligibility requirements, parents that both work for the Employer can apply for parental leave top up.**

**34:10** Plan B does not apply to term employees.

**34:11** In order to qualify for parental leave, an employee must:

- (a) Be the mother of a child; or
- (b) Be the father of a child or he must assume actual care and custody of his newborn child; or
- (c) Adopt a child aged sixty (60) months or younger under the law of a province.

**34:12** An employee who qualifies under Section :11 must:

- (a) Have completed seven (7) continuous months of employment; and
- (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;
- (c) Provide the Employer with proof that the employee has applied for Employment Insurance benefits and that Service Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits.

**34:13** An employee who qualifies in accordance with Sections :11 and :12 is entitled to parental leave for a continuous period of up to sixty-three (63) weeks.

**34:14** Subject to Section :15, parental leave must commence no later than eighteen (18) months after the date of birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

**34:15** Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

- 34:16** Where an employee's anniversary date falls during the period of parental leave, the employee shall be eligible to receive a merit increase effective the date upon which the employee returns to their position of employment.
- 34:17** An applicant for parental leave under Plan B must sign an agreement with the Employer providing that:
- (a) The employee will return to work and remain in the employ of the Employer on a full-time basis for at least twenty-six (26) weeks following the employee's return to work, or in the case of a part-time employee, the employee will return to work and remain in the employ of the Employer on a part-time basis for at least twenty-six (26) weeks following the employee's return to work; and
  - (b) Should the employee fail to return to work as provided above, the employee will be indebted to the Employer for the full amount of pay received from the Employer as a top-up allowance during the entire period of parental leave.
  - (c) Should the employee return to work as provided above but fail to complete the return to service commitment, the employee will be indebted to the Employer for a prorated amount based on the number of weeks the employee has remaining on the return service commitment, rounded to the nearest full week.
- 34:18** During the period of parental leave, an employee is entitled to a total of seventeen (17) weeks of paid parental top-up allowance in accordance with the plan as follows:
- (a) If the employee is required to serve a one (1) week wait period before Employment Insurance parental benefits are payable:
    - (i) The employee shall receive ninety-three percent (93%) of their weekly rate of pay in that wait period week;
    - (ii) For a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the Employment Insurance

standard parental benefits the employee is eligible to receive ninety-three percent (93%) of their weekly rate of pay. Employees opting for extended parental benefits will receive the same top-up dollar amount that they would have received had they elected to take standard parental benefits.

- (b) If the employee is not required to serve a one (1) week wait period before Employment Insurance parental benefits are payable:
  - (i) The employee shall receive a maximum of seventeen (17) weeks of payments equivalent to the difference between the Employment Insurance standard parental benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay. Employees opting for extended parental benefits will receive the same top-up dollar amount that they would have received had they elected to take standard parental benefits.
- (c) All other time as may be provided under Section :11 shall be on a leave without pay basis.

### **Article 35 Bridging of Service**

**35:01** A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority.

The following conditions shall apply:

- (a) The employee must have accumulated at least four (4) years of continuous employment at the time of resigning;
- (b) The resignation itself must indicate the reason for resigning;

- (c) The break in service shall be for no longer than six (6) years , and during that time the employee must not have been engaged in remunerative employment for more than three (3) months;
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period;
- (e) Upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty-six (26) days of credits.

### **Article 36 Loss Of or Damage To Personal Effects**

- 36:01** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.
- 36:02** Employees suffering loss of, theft of, or damage to tools, equipment, personal effects or clothing incurred when they are away from their normal place of work while on a business or field trip may claim compensation only for such items as are necessary in day-to-day living in the course of their employment away from their normal place of work.
- 36:03** Employees whose occupation requires them to provide and use their own tools, equipment or personal effects in the course of their employment, should safeguard such tools, equipment or personal effects against loss, theft or damage; and no claim for compensation for loss, theft or damage to such tools, equipment or personal effects may be made under this Section except where such tools, equipment or personal effects are handed over or delivered to a supervisor where this is practical and the receipt thereof is acknowledged by the supervisor.
- 36:04** Where employees are required to provide, commandeer or rent without fee from any person or firm, tools, equipment or personal effects which are to be

used in the course of their employment and which are not readily available from the Employer, claims for compensation may be made for the loss or theft or damage to such tools, equipment or personal effects.

- 36:05** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 36:06** Every claim for compensation made pursuant to Sections :01, :02, :03, and :04 will be considered by the Employer, and the claim shall indicate:
- (a) The name of the claimant, position classification, normal place of work and type of work the position entails;
  - (b) Identification as to category - loss, theft, damage - and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
  - (c) Justification for the claim in accordance with Sections :01, :02, :03, or :04;
  - (d) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance.
- 36:07** Payment of claims approved by the Employer shall be paid at full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within three (3) months of the incident, and proof of purchase is submitted. In other cases reimbursement shall be limited to the cost of repair, or, on the basis of seventy-five percent (75%) of the replacement cost, including applicable sales taxes where necessary.

### **Article 37    Remoteness Allowance**

- 37:01** The Employer shall provide remoteness allowances as shown in Appendix B which is attached hereto and which forms part of this Agreement.

### Article 38 Benefits

- 38:01** (a) The Employer shall provide a Flex Benefit Plan as outlined in Appendix “G”. The plan document and group policy issued by the Insurance Carrier are the governing documents.
- (b) A group **re-enrollment occurs** every two (2) years. Employees will not be able to change their Flex Benefit Plan option within the two year timeframe, subject to the following exceptions where an employee experiences a life event **and notifies Pay and Benefits as soon as possible following the life event. Eligible life events are** as follows:
- (i) Change in marital status **(for example: attaining common-law status, marriage, divorce). A spouse is defined as a legal spouse and includes common-law and same-sex relationships. No more than one spouse can be covered on the plan at one time.**
  - (ii) Acquiring a Child (birth, adoption or step-child).
  - (iii) Involuntary loss of similar coverage through a spouse’s group benefit program (for example, because of a change in a spouse’s employment status).
  - (iv) Death of a spouse or child.
  - (v) A child ceasing to qualify for coverage (for example, a child’s attainment of a limiting age).
- (c) An employee will have sixty (60) days from the date of the life event to choose a new Flex Benefit Plan option.
- (d) Regular employees are eligible to participate in the Flex Benefit Plan immediately. Term employees are eligible to participate in the plan after completion of 1885 (2080) hours.

- (e) Any changes which may be negotiated by the Employer and the Union must result in all Flex Benefit Plan options having equivalent cost to the Employer.
- (f) Each year the financial experience of the Flex Benefit Plan options, which carry an employee cost, will be reviewed and the employee cost may be adjusted accordingly by the Employer.
- (g) The Employer will provide the Union the annual cost of the Flex Benefit Plan options, and review the previous year's Flex Benefit Plan experience, by April 30.

### **Article 39 Employee and Family Assistance Program**

**39:01** The Employer and the Union agree that the employees will continue to have access to the Employee and Family Assistance Program.

### **Article 40 Safety and Health**

- 40:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in College operations and that these activities require the combined efforts of the Employer, employees, and the Union.
- 40:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 40:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 40:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect their safety and health and the safety and health of any other persons who may be affected by their acts or omissions at work.



- 40:05** The parties agree to the establishment of Workplace Safety and Health Committees in the College where it is deemed necessary. Where it is deemed appropriate to establish a Workplace Safety and Health Committee in a workplace, the following shall apply.
- 40:06** Efforts should be made to schedule committee meetings, functions or duties during the employees' work time but if this is not possible meetings may be held during an employee's off duty hours. Employee representatives who are members of a Workplace Safety and Health Committee and who are scheduled to meet during off duty hours shall be compensated at straight time rates or at the employee's option be granted time off in lieu for time spent in such meetings, functions or duties.
- 40:07** Minutes of all committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both chairpersons. Where there is disagreement as to the accuracy or content, either party may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both co-chairpersons, the management co-chairperson shall retain the original for the records of the committee, forward a copy to the Workplace Safety and Health Division, post a copy and forward a copy to members of the committee.
- 40:08** The objectives of Workplace Safety and Health Committees include:
- (a) Assisting employees to identify, record, examine, evaluate and resolve safety and health concerns in the workplace;
  - (b) Developing practical procedures and conditions to help achieve safety and health in the workplace;
  - (c) Promoting education and training programs to develop detailed knowledge of safety and health concerns and responsibilities in each individual workplace.

- 40:09** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.
- 40:10** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to their safety or health in the performance of the employee's work, the employee shall report that condition to their supervisor.
- (b) The supervisor upon being notified under Section :10 (a) shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a safety and health committee at the workplace, the co-chairpersons may be asked to participate.
- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Division without delay.
- (d) If the employee refuses to work because of their belief that the condition is dangerous, the employee must be available to perform other work assigned.
- 40:11** Where an employee has refused to perform work in accordance with Section :10, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.
- 40:12** Nothing in this Article prevents the performance of any work that may be necessary in order to remedy the dangerous condition described in Sections :09 and :10.
- 40:13** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) Made a report under Section :10; and

- (b) Refused to work or continue to work under the conditions described under Section :10 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to their safety or health.

**40:14** Where an employee wilfully takes unfair advantage of the provisions described in Section :10, the employee may be subject to disciplinary action up to and including suspension or dismissal.

### **Article 41    Uniforms and Protective Clothing**

**41:01** Where the Employer determines that uniforms and protective clothing are required in the performance of the employee's duties, such uniforms and protective clothing shall be provided to the employee.

**41:02** Where uniforms and protective clothing are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.

**41:03** Where an employee is required, as a condition of employment, to provide and wear approved safety footwear or prescription safety glasses during the course of the employee's regular duties the employee will be eligible for an allowance once per fiscal year, to help offset the cost to the employee of purchasing approved safety footwear and prescription safety glasses. The allowance shall be one-hundred and sixty dollars (\$160.00) per approved safety footwear purchase and one-hundred and sixty dollars (\$160.00) per prescription safety glasses purchase. Employees may use their Vision Care benefits to supplement the purchase of prescription safety glasses.

**41:04** The allowance will be paid under the following conditions:

- (a) The safety footwear and/or prescription safety glasses purchased must meet the standards defined in the Manitoba Workplace Safety and Health Regulations and be approved by the Canadian Standards Association (CSA).

- (b) Satisfactory proof of purchase must be provided by the employee; and
- (c) The employee must have purchased safety footwear and/or prescription safety glasses specifically for employment with the Employer; and
- (d) To be eligible to receive the allowance an employee must work five (5) consecutive work days.

**41:05** Where an employee who has worked for a fiscal year and has not claimed the allowance in that fiscal year, purchases safety footwear and/or prescription safety glasses in the next fiscal year, the employee is eligible to claim up to twice the maximum allowance in that fiscal year.

**41:06** Notwithstanding any other provision of this Agreement, where an employee disputes the provision of protective clothing and footwear in accordance with this Article, the employee may file a grievance in accordance with the grievance procedure. The decision at Step 2 shall be final for such grievances.

#### **Article 42 Video Display terminals**

**42:01** Where an operator is of the opinion that the work results in undue eye fatigue, the employee may request a review of the job duties. The Employer will endeavour to design the job of the operator in a manner that will, wherever practicable, permit an operator to be assigned at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

#### **Article 43 Union Business**

**43:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to their immediate supervisor who shall forward the request to the

Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources;

- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days' notice, the request shall be considered and shall not be unreasonably denied;
  - (c) Where such leave of absence has been granted the Union shall reimburse the College one hundred percent (100%) of the wages paid to such employees during the approved absence.
- 43:02** (a) For time spent with the Employer's representatives during negotiations of the Agreement, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time off with pay basis.
- (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- (c) Subject to the mutual agreement of the parties, the total number of employees referred to in both Sections :02 (a) and (b) above may be changed provided any additional employees are on leave without pay or on wage recovery as per Section: 01 (c).
- 43:03** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.
- 43:04** The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The

Employer shall have the right to refuse to post or remove the posting of any information.

#### **Article 44 Rights of Union Officers**

- 44:01** “Union Officer” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 44:02** The Employer recognizes the Union’s right to select Union Officers to represent employees.
- 44:03** The Union shall determine the number of Union Officers and the jurisdiction of each Union Officer having regard to the plan of organization, the distribution of employees at the work place, and the administrative structure implied by the grievance procedure.
- 44:04** The Union agrees to provide the Employer with a list of Union Officers and any subsequent changes. The Union shall provide appropriate identification for Union Officers.
- 44:05** Union Officers and employees shall not conduct union business during their working time.
- 44:06** The duties of the Union Officers shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 44:07** For complaints of an urgent nature, a union officer shall first obtain the permission of their immediate supervisor before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld. On resuming their normal duties, the Union Officer shall notify their supervisor.
- 44:08** When it is necessary for a Union Officer to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Union Officer or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the

complaint or grievance. On resuming their duties, the Union Officer and employee shall notify their supervisor(s).

**44:09** Notwithstanding Section :05, upon request, a Union representative shall be provided an opportunity to meet with newly hired employees for up to fifteen (15) minutes during regular working hours. The time shall be established by agreement subject to operational requirements and may include a group orientation to facilitate this.

### **Article 45 Union Security**

**45:01** Employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the biweekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the biweekly pay period, following the date the employee is covered under the terms of this Agreement.

**45:02** The Employer shall forward to the Union the amount of the dues deducted under Section :01 above on a biweekly basis.

**45:03** The Employer shall provide the Union on a biweekly basis, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.

**45:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

**45:05** Notwithstanding any other provision in this Agreement, the Employer shall, no later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, by classification groupings:

- (a) The name of each employee;
- (b) The classification of each employee;

- (c) The current rate of pay of each employee.

#### **Article 46 Labour/Management Committee**

- 46:01** A joint consultation committee will be established and maintained within the College. The committee shall consist of no more than three (3) representatives of the Employer and three (3) representatives of the Union. The committee shall meet at the request of either party for the purpose of discussing matters of mutual concern, and which either party considers appropriate for discussion by the committee.
- 46:02** The committee may make recommendations to the Union and the Employer with respect to its discussion and conclusions, but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The committee does not have the power to bind either the Union or its members or the Employer to its decisions or conclusions.

#### **Article 47 Grievance Procedure**

- 47:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 47:02** All grievances shall be sent to the Director, Human Resource Services. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail, or electronic mail which will be deemed received the next working day.
- 47:03** It is mutually agreed that every effort shall be made to have meaningful discussion and resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion.

A grievance is defined as a complaint in writing concerning:



- (a) The application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (b) The dismissal, suspension, demotion, or written reprimand of an employee;
- (c) A dispute concerning the classification of an employee.

**47:04** Notwithstanding Section :03, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.

- 47:05**
- (a) Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees: and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Section :03(a). A group grievance shall be presented directly to the College President within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.
  - (b) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. Where such a grievance is initiated by the Union it shall be presented to the College President. Where such a grievance is initiated by the Employer it shall be presented to the President of the Manitoba Government and General Employees' Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.

- (c) Where the parties fail to resolve a grievance under Section :05(a) or :05(b), either party may refer the grievance to Arbitration. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- (d) Notwithstanding Section :07 a grievance filed under Section :05(b) shall not require the signature of an employee.

**47:06** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

**47:07** Wherever possible, the grievance shall be presented on the Union Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Union grievance form or for failure to quote the Article in dispute.

**47:08** An employee has the right to representation by a Union representative at any step of the grievance procedure.

#### Step 1

- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the

employee shall present the grievance with the redress requested to the employee's supervisor.

- (b) The supervisor shall sign for receipt of the grievance and if the nature of the grievance is such that the supervisor is authorized to deal with it, the supervisor shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
- (c) The supervisor may discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.
- (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the supervisor shall forward the grievance to the College President or designate at Step 2 of the grievance procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply.
- (e) Where the immediate supervisor at Step 1 is a Union Officer or Officer of the Union, the grievance shall automatically be referred by the immediate supervisor to Step 2.
- (f) If the action or circumstances giving rise to the grievance are the result of a decision of the employee's supervisor, the employee may present the grievance to the next level supervisor.

### Step 2

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the College President or designate within fifteen (15) working days of the receipt of the decision at Step 1.
- (b) The College President or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.

- (c) For those grievances defined in accordance with Section :03, the College President or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in Section 04, the College President or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

**47:09** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.

**47:10** An employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Employer. An employee may abandon a grievance by not processing it within the prescribed time limits.

#### **Article 48 Arbitration Procedure**

**48:01** Only those matters set forth below may be submitted to Arbitration by the Union or the Employer:

- (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement;
- (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an employee;
- (d) Disputes involving classification.

**48:02** The procedure for arbitrating grievances shall be as set forth below:

- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section :01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the grievance to arbitration. Such notification, when initiated by the Union, shall be made directly to the College President, and shall set forth the issue in dispute for referral to an arbitrator or arbitration board in accordance with Sections :02 (b) or (c);
- (b) Where the party initiating the arbitration proceedings wishes to request a single arbitrator, the notice referred to in Section :02 (a) shall so state;
  - (i) The parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days;
  - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section :02 (c) within ten (10) working days;
  - (iii) A single arbitrator shall be considered to be an arbitration board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Section :02 (a) shall contain the first party's appointee to the arbitration board. The following procedure will then apply:
  - (i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the arbitration board and notify the other party in writing of such appointee;
  - (ii) The two (2) members of the arbitration board named by the parties shall, within ten (10) working days of the appointment of the

second of them, appoint a third member of the arbitration board who shall be the chairperson thereof;

- (iii) Should either party fail to appoint a Chairperson as herein provided, then the other party to the dispute may request that the Manitoba Labour Board select a Chairperson;
  - (iv) The chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting;
- (d) Where the matter is submitted to the arbitration board, the arbitration board shall commence hearings within thirty (30) days of the matter being submitted to the board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the arbitration board;
- (e) The arbitration board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it;
- (f) The arbitration board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the arbitration board deems requisite to the full investigation and consideration of the matters referred to it;
- (g) The arbitration board shall submit a report on the findings and the decision of the board within fourteen (14) days following the completion of the hearing to the parties;
- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto;
- (i) In the case of a three (3) person arbitration board the decision of the majority shall be the decision of the arbitration board. If there is no

majority, the decision of the chairperson shall be the decision of the board;

- (j) The arbitration board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (k) The arbitration board shall expressly confine itself to the issue submitted to the board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the board;
- (l) Where the arbitration board determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the arbitration board may uphold the discipline or substitute such other remedy as the board deems just and reasonable under the circumstances;
- (m) The expenses incurred by and in respect of an arbitration board shall be paid as follows:
  - (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the arbitration board;
  - (ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the arbitration board named or appointed by or on behalf of that party;
  - (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the arbitration board;
  - (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the arbitration board on behalf of that party;

- (v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the arbitration board in conducting the arbitration.

### **Article 49 Employee Development**

- 49:01** The parties recognize the desirability of ongoing employee development, the purpose of which is to improve services to meet the needs of students and the community. Employee development activities may include activities related to an employee's current position as well as activities for potential career development opportunities with the Employer. In addition, upon the employee's written request, the Employer will create an employee development plan for each employee who requests same.
- 49:02** Educational leave policies and practices shall be as set forth from time to time in the College's Policies and Procedures Manual.

### **Article 50 Civil Liability**

- 50:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of their duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the College President of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the College President before the same is finalized; provided the conduct of the employee which gave



rise to the action did not constitute gross negligence of the employee's duty as an employee;

- (d) Upon the employee notifying the Employer in accordance with Section :01 (a), the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

### **Article 51 Employee Files**

- 51:01** Upon the written request of an employee, the Employer's personnel file of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of Human Resources. The employee has the option to have a representative present.
- 51:02** An employee may request a copy of specific documents on the Employer's personnel file of that employee. This provision shall not be unreasonably requested or denied.

### **Article 52 Long Term Disability Income Plan**

- 52:01** The parties agree that the Employer shall provide an employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement.
- 52:02** Group Life and Employee Health Benefits (including any and all Employer contributions) shall be maintained during any unpaid leave required to satisfy the 120 day elimination period or date of initial decision, whichever is later, for the LTD plan.

**Article 53 Seniority**

- 53:01** (a) “Seniority” means the length of service with the College as defined in this Article provided such service has not been broken by termination of the employee.
- (b) “Seniority” shall also include service with the Province of Manitoba prior to April 1, 1993 as reflected in the “Transition to Board Governance” Memorandum of Agreement signed by the parties, provided such service has not been broken by termination of the employee.
- 53:02** Seniority for service shall include only the following:
- (a) Regular paid time;
  - (b) Periods of Workers Compensation;
  - (c) Periods of maternity leave;
  - (d) Periods of adoptive parent leave;
  - (e) Periods of parental leave;
  - (f) Approved educational leave to a maximum of one (1) year;
  - (g) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
  - (h) Leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year.
- 53:03** An employee will lose all seniority when the employee:
- (a) Resigns;
  - (b) Retires;
  - (c) Is dismissed and not reinstated;

- (d) Dies;
- (e) Is permanently laid off;
- (f) Is terminated at the expiry of the employee's term of employment.  
However, this subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.

**53:04** A seniority list will be prepared by April 1 by the Employer based on service up to and including **the last day of the last pay period** of the previous year. The list will be posted at work locations as determined by the Employer.

**53:05** Seniority lists will be prepared for the following types of employees in order of seniority:

- (a) Instructional:
  - (i) Regular;
  - (ii) Term.
- (b) Non-Instructional:
  - (i) Regular;
  - (ii) Term.

**53:06** Grievances concerning the calculation of seniority must be filed at Step 2 of the grievance procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

## Article 54 Instructor Qualifications

- 54:01** Each Instructor shall be required to attain the **Teaching For Learning in Applied Education post-graduate certificate** or an equivalent qualification acceptable to the Employer.
- 54:02** It is desirable that the **Teaching for Learning in Applied Education** be completed as quickly as **reasonably** possible. Therefore, an Instructor shall complete at least six (6) credit hours towards **the post-graduate certificate in** each academic year.
- (a) Where an Instructor has no assigned contact hours and subject to the approval of the Employer, where operational requirements permit, the Instructor may complete one or more courses towards accreditation during the period Monday to Friday, during an Instructor's normal hours of work.
  - (b) An Instructor completing the **Teaching for Learning in Applied Education** shall be eligible for one increment step increase within the pay range effective the first **day of the** biweekly pay period of the month following attainment as reflected in the Instructor's transcript. The Instructor's eligibility for relevant increments at the next anniversary date will not change as a result of the foregoing.
  - (c) The tuition waiver for **Teaching for Learning in Applied Education** courses will be in effect for instructors.

## Article 55 Off-Campus Assignments

- 55:01** Where an Instructor is assigned instructional duties and responsibilities off-campus such that the Instructor is unable to return to his normal residence at the end of a work day and must therefore reside temporarily in another location, the Instructor shall be provided reasonable notice of such assignment.

**55:02** An employee who accepts relocation as a result of program decentralization shall be entitled to the following:

- (a) Where the program is moved permanently to a location which requires relocation of the employee, the College policy on Employee Relocation Expenses shall apply;
- (b) Where the location of the program is to be temporary (one [1] full academic year or less), the employee shall be deemed to be in travel status and the following conditions shall apply:
  - (i) The employee shall receive a temporary relocation allowance equivalent to two (2) weeks' salary;
  - (ii) The employee shall be entitled to accommodations in accordance with Appendix F;
  - (iii) The employee shall receive the applicable meal allowances and other expenses as per Appendix F;
  - (iv) Prior to being committed to accepting the assignments, the employee shall be entitled to one (1) pre-location trip to the community, including transportation, meals and accommodation expenses, for the purpose of reviewing the accommodation and educational facilities;
  - (v) Upon accepting the assignment, the employee, in addition to the initial paid relocation trip and final return trip, shall be entitled to further paid return trips to his/her permanent residence a minimum of eight (8) weeks or major portion thereof. Where possible, the teaching assignments shall be scheduled in such a manner as to allow the paid travel to occur on normal working days;
  - (vi) The employee shall retain remoteness allowance applicable to the location of their permanent residence;

(vii) Additional miscellaneous expenses may be claimed, with the approval of the College President or designate.

**55:03** Where an employee is assigned to travel away from their normal work location and, with the prior approval of the Employer, travel time is required outside of the normal hours of work, the travel time will be compensated at applicable overtime rates.

### **Article 56 Shift Premium**

**56:01** An employee required to work a shift where half or more of the hours are worked between 6:00 p.m. and 6:00 a.m. shall receive a shift premium of one-dollar and fifty cents (\$1.50) per hour or portion thereof.

**56:02** An employee required to work a full shift of overtime on their day of rest or as a result of a “call out” shall receive the shift premium if half or more of the hours worked are between 6:00 p.m. and 6:00 a.m. An employee shall not receive shift premium for overtime shifts which are contiguous to their regular working hours.

**56:03** The shift premium shall not be included in the calculation of overtime payments, superannuation, group insurance, sick leave payments, vacation pay, or any other employee benefits.

### **Article 57 Standby**

**57:01** An employee, who has been designated by the Employer or authorized supervisor to be available on standby during off duty hours on a regular working day, shall be entitled to:

(a) A payment of **thirty dollars (\$30.00)** for each eight (8) hour period.

**57:02** For standby on a day of rest or on a paid holiday that is not a working day:

(a) A payment of **thirty-six dollars (\$36.00)** for each eight (8) hour period.

- 57:03** To be eligible for standby payment, an employee designated for stand-by duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 57:04** The standby payment includes the responsibility to respond to phone calls and other forms of electronic communication which do not include a return to work. If such calls individually or in total exceed one-half ( $\frac{1}{2}$ ) hour, the employee is entitled to claim overtime for the period beyond one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate. The provisions respecting minimum call-out do not apply in these circumstances.
- 57:05** An employee on standby who is called back to work shall be compensated in accordance with call-out provisions of the Overtime Article in addition to standby pay.
- 57:06** **The College will establish, for each department, a maximum limit of consecutive standby days up to which the employee is required to be available. The maximum limit of standby days will include regular work days, days of rest, and general holidays. Where operationally feasible, standby assignments will be rotated amongst qualified employees.**

#### **Article 58 Academic Coordinator's Allowance**

- 58:01** "Academic Coordinator" means those Instructors who are designated in writing by the Employer as coordinators of academic programs and receive an allowance in recognition of duties that may include administration and coordination of these programs.
- 58:02** Effective June 30, 2012, where an Instructor is designated by the Employer as an Academic Coordinator, the Academic Coordinator shall be paid an allowance of two thousand nine hundred dollars (\$2,900) per annum.

- 58:03** Where an Instructor serves the Employer with written notice requesting that they not be designated as an Academic Coordinator the Employer shall make every reasonable effort to accommodate the request. Normally, the Instructor will not be required to assume the responsibilities of Academic Coordinator for a period longer than ninety (90) days following the date the Employer received such notice.
- 58:04** The Employer may designate an Instructor as an Academic Coordinator where necessary due to operational requirements such as program accreditation standards.
- 58:05** Notwithstanding Article 62:05 (j), an Instructor who is designated as an Academic Coordinator for the full academic year will have an annual contact hour threshold of four hundred and sixty (460) hours.

An Instructor who is designated as an Academic Coordinator for part of the academic year will have an annual contact threshold that is prorated based on the period the Instructor was designated as an academic coordinator and the period the Instructor was not designated as an academic coordinator.

- 58:06** **Where operationally feasible, an expression of interest may be circulated to instructors within the department prior to assigning Academic Coordinator responsibilities to an instructor on a full time basis.**

### **Article 59 Acting Status**

- 59:01** Where the Employer directs an employee employed in one position to temporarily take over the duties and responsibilities of another position having a higher grade of pay, and provided the employee takes over and continues to perform for five (5) or more consecutive working days the duties and responsibilities of that position, the employee shall be appointed temporarily to that position with acting status and shall be paid at the rate of pay for that position from the date of taking over the duties and responsibilities of that position until the temporary appointment is revoked;



and upon the temporary appointment being revoked shall, unless the employee is appointed or promoted to another position, revert to their original position and be paid at a rate of pay for their original position that the employee would be paid if the employee had never held the temporary appointment.

- 59:02** For purposes of interpretation of this Article, the duties and responsibilities under this Article means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.
- 59:03** The Employer will inform the Union when an employee is placed in acting status for longer than six (6) months via a semi-annual report.

#### **Article 60 Job Sharing**

- 60:01** The Employer and the Union agree as follows:
- (a) Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) or more employees on a part-time basis;
  - (b) The Employer will inform the Union of any new job share arrangements within the bargaining unit at the time the job share is initiated.

#### **Article 61 Weekend Premium**

- 61:01** An employee shall receive one-dollar (\$1.00) per hour for all regular hours of work or portions thereof on a Saturday or Sunday.
- 61:02** An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if the employee being replaced had worked.

**61:03** The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

## **Article 62 Hours of Work**

**62:01** All employees will fall within one (1) of the following categories of hours of work:

- (a) Category (A) seventy-two and one-half (72 ½) hours of work biweekly;
- (b) Category (B) eighty (80) hours of work biweekly;
- (c) Category (C) Instructors.

**62:02** All employees within this Agreement shall come within Category (A) except for employees classified as Instructor Series, who shall be categorized as Category (C) employees, and employees in the following classifications who shall be categorized as Category (B) employees:

<b>Assistant Manager, Maintenance</b>	Building Service Worker
Carpenter	Catering Coordinator
Chief Power Engineer	Controls Technician
Cook	Coordinator, Emergency Preparedness
<b>Director, Technology Access Centre</b>	Electrician
Executive Chef PGI	Facility Manager
Food Services Worker	Groundskeeper
<b>Landscaping &amp; Grounds Maintenance Worker</b>	<b>Landscaping &amp; Grounds Maintenance Technician</b>
Locksmith	Maintenance Assistant

Maintenance Engineer	Manager, Building Services
<b>Manager, Maintenance</b>	<b>Manager, Research Programs</b>
Manager, Safety & Health	<b>Millwright</b>
Musculoskeletal & Ergonomics Coordinator	Nurse
Painter	Production Chef
Plumber	Restaurant Manager - PGI
Safety and Health Officer	<b>Safety &amp; Health Technician</b>
<b>Security Officer</b>	Senior Facility Manager
<b>Storekeeper/Buyer</b>	<b>Supervisor, Building Services, Day</b>
<b>Supervisor Building Services, Night</b>	Supervisor, Food Services
<b>Supervisor, Landscaping &amp; Grounds Maintenance</b>	Supervisor, Security Services
Trades Helper	2 <sup>nd</sup> Class Power Engineer
3 <sup>rd</sup> Class Power Engineer	

**62:03 Category (A)**

- (a) The regular work day shall be seven and one-quarter (7 ¼) hours exclusive of the forty-five (45) minute meal break and the regular work week, five (5) consecutive days, Monday to Friday between 8:00 a.m. to 5:00 p.m., unless the work schedule is modified to provide for a flexible work day or work week, to a maximum of ten (10) hours per day exclusive of meal periods, on the understanding that the biweekly hours of work set out in 62:01 are maintained. All hours worked beyond the scheduled daily or biweekly hours are subject to the overtime provisions set out in Article 63.

- (b) Based on the needs of students or other operational requirements the Employer may assign flexible work assignments. The Employer shall assign hours in the following order:
- Previously hired to work these hours,
  - Employee volunteers,
  - Assigned in reverse order of seniority.
- (c) Flexible work arrangements may be requested by the employee. Such requests shall not be unreasonably denied, subject to operational requirements.
- (d) The employee has the right to have a Union representative present. Any change to the regular work day or work week arrangement shall be copied to the Union. A notice period of no less than ninety (90) days shall be provided in writing to the Union and the affected employee(s) for any changes in the regular work day or work week arrangements. The notice period may be shortened or waived by mutual agreement between the Employer and the employee(s). The employee(s) has a right to Union representation.
- (e) Any variations to a work day where the hours of work exceed ten (10) hours per day shall only be instituted with the mutual consent of both the parties.
- (f) **Workload Review**
- (i) An employee who believes a review of their workload is warranted shall meet to discuss the concern with their immediate supervisor and if the concern is deemed valid, to identify possible methods to resolve the concern.
  - (ii) In the event that a resolution cannot be reached, the employee may refer the concern in writing to the next level manager. The decision, in writing, shall be provided to the employee within five (5) working days.

- (iii) An employee who is dissatisfied with the decision in (ii) above, may grieve the decision at Step 2 of the grievance procedure within five (5) working days from the date the employee received the decision. The College President or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.

**62:04 Category (B)**

- (a) The regular work day shall be eight (8) hours and the regular work week five (5) consecutive days unless the work schedule is modified to provide for a flexible work day or work week, to a maximum of ten (10) hours per day exclusive of meal periods\*, on the understanding that the biweekly hours of work set out in 62:01 are maintained. All hours worked beyond the scheduled daily or biweekly hours are subject to the overtime provisions set out in Article 63.

\*Meal Period Inclusive:

Maintenance Engineer

Security Officer

**Supervisor, Security**

- (b) Based on the needs of students or other operational requirements, the Employer may assign flexible work assignments. The Employer shall assign hours in the following order:
- Previously hired to work these hours,
  - Employee volunteers,
  - Assigned in reverse order of seniority.
- (c) Flexible work arrangements may be requested by the employee. Such requests shall not be unreasonably denied, subject to operational requirements.

- (d) The employee has the right to have a Union representative present. Any change to the regular work day or work week arrangement shall be copied to the Union. A notice period of not less than ninety (90) days shall be provided in writing to the Union and the affected employee(s) for any change in the regular work day or work week arrangements. The notice period may be shortened or waived by mutual agreement between the Employer and the employee(s). The employee(s) has a right to Union representation.
- (e) Any variations to a work day where the hours of work exceed ten (10) hours per day shall only be instituted with the mutual consent of both the parties.
- (f) **Workload Review**
  - (i) An employee who believes a review of his/her workload is warranted shall meet to discuss the concern with his/her immediate supervisor and if the concern is deemed valid, to identify possible methods to resolve the concerns.
  - (ii) In the event that a resolution cannot be reached, the employee may refer the concern in writing to the next level manager. The decision, in writing, shall be provided to the employee within five (5) working days.
  - (iii) An employee who is dissatisfied with the decision in (ii) above, may grieve the decision at Step 2 of the grievance procedure within five (5) working days from the date the employee received the decision. The College President or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.

**62:05 Category (C)**

The academic year for Instructors shall be the period **July 1 to June 30**.

(a) The parties recognize that the workload of an Instructor includes but is not limited to the following in various proportions:

- Curriculum development;
- Assigned contact hours;
- Course/lesson preparation (new, revised or repeated);
- Evaluation (including marking, grading of oral presentations and other forms of student assessment);
- Student supervision (number of students);
- Student consultation;
- Committee work;
- Applied research;
- Other professional duties related to instruction.

While the pattern of these duties may vary among disciplines and individual Instructors, they constitute the principal obligations of an Instructor during the academic year.

(b) An Instructor's workload may also be influenced by other factors including but not limited to:

- Multi-campus assignments;
- Method of delivery;
- Student accommodation requirements;
- Approved Professional development.

(c) Normally, prior to the commencement of the academic year, the chair shall determine workload within his/her area and for the individual Instructors within the area. The workload assigned to individual Instructors shall be appropriate and reasonable for the discipline concerned, taking into account the various duties and factors set out in Section :05 (a) and (b) hereof. The workload assigned to each Instructor shall be determined following consultation with the Instructor including a consideration of the Instructor's qualifications and course preferences. The workload shall be reasonable and fair. Each Instructor shall receive

their workload assignment in writing by May 31 for the fall term and with six (6) weeks prior notification for any subsequent start date. The workload assignment may be modified in the event of unforeseen circumstances.

Unless mandated by an accrediting body or professional organization the Instructor(s) subject to the review of the chair, shall choose the course materials, method of presentation and evaluation for each subject assigned.

Curriculum developed by another institution and purchased for use by the College shall be delivered by Instructors within the College unless otherwise mutually agreed with the Union. It is understood that programs delivered in partnership with another organization may be delivered by Instructors from that organization and the College. No Instructor shall be laid off as a result of purchased courses or programs delivered in partnership.

- (d) An Instructor shall carry out the responsibilities for teaching with fair and ethical dealing with students, taking care to inform students adequately regarding course format, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instruction, and to adhere to the schedules for the submission of grades and evaluations and to act in conformity with the Senior Academic Committee. Instructors shall exercise with discretion their responsibility to maintain order and safety in the classroom and in the laboratory, and to evict disrupters and /or those persons who pose a threat to themselves or to others.
- (e) **Appeal Procedure**
  - (i) An Instructor who wishes a review of his/her workload shall apply to the appropriate dean or designate, within five (5) working days of receiving the assignment from the chair. The dean or designate,



shall render a decision within five (5) working days of receipt of the appeal.

- (ii) An Instructor who is dissatisfied with the decision of the dean, or designate, may submit his/her complaint to the appropriate vice-president or designate, within five (5) working days of receipt of the dean's, or designates decision and the vice-president, or designate, shall render his/her decision within five (5) working days of receipt of the complaint.
  - (iii) The time limits may be extended by mutual agreement between the parties.
  - (iv) If the above procedures fail to resolve the issues the matter may be submitted to arbitration in accordance with Article 48 of this Agreement.
- (f) A contact hour is a period of sixty (60) minutes or less of assigned responsibilities with a class including (but not limited to) exam invigilation, clinical, practicum supervision, worksite visitations, and assisted supervision. Where responsibilities with a class are assigned beyond one hour, the contact shall be calculated hourly using the actual assigned time, rounded up to the nearest half ( $\frac{1}{2}$ ) hour.
- (g) Except as provided for in Section :05(h), Instructors may be assigned contact hours during an eight (8) consecutive hour period between 8:00 a.m. and 6:00 p.m. Monday through Friday. During this period Instructors are entitled to a one (1) hour meal break between 11:00 a.m. and 2:30 p.m. if the hours are between 8:00 a.m. and 6:00 p.m., or no later than four (4) hours after start of shift if the hours of work are subject to Section :05(h). Instructors are expected to make themselves reasonably available during non-contact time for student consultation and other duties as described in 62:05(a).
- (h) The parties recognize that some instructional programs must be conducted after 6:00 p.m. or on weekends. The parties agree as follows:

- (i) For those instructional programs offered after 6:00 p.m. or on weekends for which a new Instructor has been specifically hired, the Employer may assign the Instructor hours beyond 6:00 p.m. or on weekends provided eight (8) consecutive hours is not exceeded;
- (ii) For those non-evening school programs that traditionally have operated beyond 6:00 p.m., the Employer may assign the Instructor hours beyond 6:00 p.m. provided eight (8) consecutive hours is not exceeded;
- (iii) Where operational requirements require that an Instructor be assigned hours beyond 6:00 p.m. or on weekends, the Employer, after consultation with the Union may assign such hours provided eight (8) consecutive hours is not exceeded. Such hours shall be assigned as follows:
  - (a) Volunteers who meet the qualifications and are able to perform the duties starting with the most senior Instructor;
  - (b) Assigned by reverse seniority to Instructor(s) who meet the qualifications and are able to perform the duties.
- (iv) There shall be a minimum fourteen (14) hour break between the end of the last assignment and the start of the first assignment the following day.
- (v) A notice period of not less than ninety (90) days shall be provided in writing to the Union and the affected Instructor(s) for any change in the regular work day or work week arrangements. The notice period may be shortened or waived by mutual agreement between the Employer and the Instructor(s). The Instructor(s) has a right to Union representation.
- (i) When an Instructor in a health care program is assigned to oversee student practicums, the Instructor may work up to three (3) twelve (12)

hour shifts during the course of a work week and where the Instructor will be considered to have met the requirements of Section :05 (g).

Where an Instructor has worked two (2) twelve (12) hour shifts, the Instructor will receive one (1) day compensatory time. Where an Instructor has worked one (1) twelve (12) hour shift, the Instructor will receive one-half ( $\frac{1}{2}$ ) day compensatory time. This compensatory time will be taken with mutual agreement within two (2) weeks of the time worked. Where mutual agreement is not achieved, the Employer will schedule time.

- (j) An Instructor shall be eligible for payment at overtime rate for any and all contact hours in excess of 800 in an academic year.
- (k) Payment under Section :05 (j) will be at a rate of one and one-half times ( $1\frac{1}{2}x$ ) the Instructors hourly rate as set out in the salary schedule. Such pay shall not be subject to superannuation or group life insurance deductions, nor will vacation credits accrue.
- (l) Where, because of the nature of the course and/or at the discretion of the Employer, an Instructor is required to instruct beyond two hundred (200) working days in any one academic year, such Instructor shall be granted equivalent compensatory time off in lieu, or shall be paid for such additional instructional time at their normal rate of pay. Such pay shall not be subject to superannuation or group life insurance deductions, nor will vacation credits accrue. An Instructor who is eligible for payment under Section (j) hereof will not be eligible for compensation under this Article.
- (m) (i) The workload of part-time Instructors shall normally consist of assigned contact hours and the other duties in accordance with 62:05 (a) and may be subject to the other influencing factors in accordance with 62:05 (b).

- (ii) Part-time Instructors shall be advised of their assigned teaching schedule and the number of hours for which they shall be paid as compensation in a biweekly period.
- (iii) The principles of reasonableness and fairness referenced in 62:05 (c) shall apply to the assignment of workload and resulting compensation for part-time Instructors. A part-time Instructor may appeal assigned workload and/or resulting compensation (excluding the hourly rate of pay and benefits) in accordance with 62:05 (e).
- (n) Individual sections of a course will not be shared across more than one (1) Instructor for the purpose of complying with Article 62:05(j).

**62:06** Assignment of contact hours shall be fairly and equitably rotated amongst those Instructors in the department that are qualified to instruct the course offerings.

**62:07** Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day at such time as may be specified by the employee's immediate supervisor.

### **Article 63 Overtime**

**63:01** The Employer may require employees to work overtime.

**63:02** Notwithstanding Section :01, all overtime work shall be distributed equitably amongst employees who volunteer for overtime work and are able to perform the required duties.

**63:03** An employee who is required to work overtime on their regular work day shall receive compensation at time and one-half ( $1\frac{1}{2}x$ ) for all overtime worked.

**63:04** An employee who is required to work on their first day of rest shall receive compensation at time and one-half ( $1\frac{1}{2}x$ ) for the first four (4) hours and two times (2x) thereafter.

- 63:05** An employee who is required to work on their second day of rest shall receive compensation at two times (2x) for all time worked. Second in this context means the second day of rest in the employee's work week.
- 63:06** An employee in the position of Print and Graphic Operator or Press Operator, or whose hours of work are determined in Category (B) of Article 62:04, and who is required to work on their day(s) of rest is entitled to compensation at double time (2x) for all time worked.
- 63:07** An employee, if called out or scheduled to work additional hours, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to their scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 63:08** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof.
- 63:09** All time off in lieu thereof shall be granted at a time mutually agreeable to the employee and the Employer.
- 63:10** Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer within sixty (60) calendar days following the end of the biweekly pay period in which the overtime was worked. Where mutual agreement has not been reached within this sixty (60) day period, the employee shall receive payment based on the rate at which he was being paid when the overtime was worked. **For further clarity, the time off in lieu can be taken beyond the sixty (60) calendar days as long as an agreement is in place within sixty (60) calendar days.**
- 63:11** Notwithstanding the foregoing provisions, part-time employees will only be entitled to overtime compensation when they are required to work beyond the daily or weekly hours of work as prescribed in Article 62 - Hours of Work.

### **Article 64 Court Leave**

**64:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

### **Article 65 Deferred Salary Leave Plan**

**65:01** The terms and conditions of the Deferred Salary Leave Plan (DSLPL) will apply to all employees. Employees may apply to the Employer to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the DSLPL.

**65:02** The implementation of the DSLPL will become effective the first biweekly pay period following the date of notice of a positive tax ruling from Human Resource Development Canada.

### **Article 66 Work at Home**

**66:01** Work at home arrangements shall be voluntary and may be terminated by either party with thirty (30) days' notice.

**66:02** The Employer shall supply the necessary equipment and supplies to employees working at home and shall be responsible for the insurance and maintenance costs of such equipment.

**66:03** Working at home shall not affect the employment status of any employee.

**66:04** All provisions of the Agreement apply to work at home arrangements except as otherwise agreed by the parties to the Collective Agreement.

**66:05** Work at home arrangements refer to work performed at an employee's home during regular work hours. The provisions of this Article refer to long term arrangements only.

- 66:06** The Employer reserves the right to attend at the employee's home with reasonable notice to inspect and repair the Employer's equipment as necessary.
- 66:07** A joint committee will be established to review specific work at home issues not covered by these provisions.

#### **Article 67 Military Leave**

- 67:01** Military leave of absence without pay may be granted to any employee who is inducted or who enlists in lieu of induction in any branch of the Canadian Armed Forces. Military leave may be granted for the purpose of fulfilling commitments to any reserve component of the Canadian Armed Forces. Where possible, reasonable notice shall be provided to the Employer. Upon return from such leave, the employee shall be placed at the same step on the salary schedule that they would have been had they worked in the College during such period.

#### **Article 68 Professional Fees**

- 68:01** The Employer shall provide seventy-five percent (75%), reimbursement for professional licensing and professional fees to those employees who are required to maintain such designations as a condition of employment.

#### **Article 69 Job Classification Plan**

- 69:01** The Employer shall maintain a point rated job classification system which will be used to evaluate all non-instructional positions, with the exception of those positions listed in Salary Schedule F, in the bargaining unit. The weighted total for a position determines which pay band a position will be assigned to. Changes to the point rated job classification system currently in use shall be made in consultation with the Union.
- 69:02** The Joint Job Evaluation Committee (JJEC) will evaluate all non-instructional positions, with the exception of those positions listed in Salary Schedule F.

Where the JJEC is unable to make a determination the parties shall refer the matter to a Classification Appeal Arbitrator in accordance with Article 48.

- 69:03** An employee who is of the opinion that the employee's position is improperly classified may submit a request for position review to Human Resource Services by the JJEC.
- 69:04** Where the employee considers the decision of the JJEC to be unsatisfactory, the employee may, within twenty (20) working days of receipt of notice, appeal to the Director of Human Resources Services for a determination by a Classification Appeal Arbitrator(s) in accordance with Article 48. The Classification Appeal Arbitrator(s) shall be an individual or individuals who are qualified to deal with classification. The decision of the Classification Appeal Arbitrator(s) shall be binding.
- 69:05** (a) Where there is a requirement to pay a position at a higher rate of pay than what is provided for in the pay band, the parties agree to negotiate a market supplement. New supplements or changes to amounts of supplements will be managed through Collective Bargaining or with ninety (90) days' notice by either party to negotiate a supplement. Any resulting changes or new supplements will be subject to the mutual agreement of the parties.
- (b) Market Supplements will be paid on a time limited basis for up to a maximum of five (5) years, unless otherwise mutually agreed between the parties.



IN WITNESS WHEREOF representatives of Red River College Polytechnic have hereunto set their hand for and on behalf of Red River College Polytechnic and representatives of Manitoba Government and General Employees' Union have hereunto set their hand for and on behalf of Manitoba Government and General Employees' Union.

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government and General Employees' Union

[Signature]  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government and General Employees' Union

[Signature]  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government and General Employees' Union

## **Appendix “A” - Exclusions from the Terms of the Agreement**

The bargaining unit shall comprise all employees as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.

Guidelines to be considered in negotiating exclusions shall be:

1. Positions and incumbents employed for the primary purpose of exercising executive management functions;
2. Positions and incumbents employed in a confidential capacity in matters relating to labour relations.

The exclusions of incumbents of new positions established by the College shall be determined by mutual agreement unless the position is excluded from the Agreement by a ruling of the Manitoba Labour Board.

### Positions Excluded From the Agreement:

#### **Academic Portfolio and Governance Coordinator**

Administrative Assistant, Human Resource Services (3)

Assistant to the Executive Director

#### **Assistant to General Counsel**

Assistant to the Vice President

#### **Associate Legal Counsel**

Budget Coordinator

Chair

Chief Human Resource Officer

Chief Information Officer

#### **Comptroller**

Dean

Director, Ancillary Services

#### **Director, Business Development**

Director, Centre for Learning and Program Excellence

Director, College and Public Relations

Director, Development

Director, Enrolment Services & Registrar

Director, **Environmental Stewardship and Campus Renewal**

Director, Facility Management

Director, Financial Services  
**Director, Fiscal Strategy**  
 Director, Human Resource Services  
 Director, Information Technology **Solutions**  
**Director, Institutional Analysis and Planning**  
 Director, International Education and Global Partnerships  
 Director, Language Training Centre  
 Director, Library Services  
 Director, Marketing and Web Presence  
 Director, Procurement and Logistics  
 Director, **Research Partnerships & Innovation**  
**Director, Safety, Health and Security Services**  
 Director, Student Support Services  
**Director, Work Integrated Learning and Employment Services**  
 Executive Administrator to the Board of Governors  
**Executive Assistant to the Dean, Director**  
**Executive Assistant, Office of the President**  
 Executive Assistant to the Senior Leadership Team  
 Executive Director, Academic  
 Executive Director, **Advancement**  
 Executive Director, **Student Services and Global Partnerships**  
 General Counsel  
 Human Resource Associate  
 Human Resource Consultant  
 Human Resource Specialist – Compensation Specialist  
 Human Resource Specialist – Diversity and Inclusion Specialist  
 Human Resource Specialist – Supportive Employment Consultant  
**Information Security Analyst Investigator**  
 Labour Relations Advisor  
**Manager, Capital Campaign**  
**Manager, Communications and Public Relations**  
 Manager, Financial Planning  
 Manager, Human Resource Systems  
 Manager, Human Resource Services  
**Manager, Human Resource Operations**  
**Manager, Human Resources Programs and Policies**  
 Manager, Information Protection & Compliance  
**Manager, Security Services**  
 President  
 Project Manager **(1)**  
 Resource and Resolution Advisor

Senior Project Manager & **Practice Lead** (1)

**Senior Strategic Advisor**

Vice-President, Academic

Vice-President, Finance & Administration

Vice-President, **Indigenous Strategy, Research & Business Development**

## Appendix “B” - Remoteness Allowance

- 1:01** Remoteness Allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Appendix.
- 1:02** Eligibility Claim: A notarized eligibility claim, in a standard format to be determined by the Employer in accordance with the provisions of this Appendix for the payment of dependent’s or single rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependents claimed arises.
- 1:03** Single or Dependent’s Allowance: Subject to Section :05, the single allowance will be paid to employees that have established a residence and maintain a home in a location designated as a remote location and who are eligible for the payment of a remoteness allowance. Claims for dependent’s allowance will be subject to sections 1:04 and 1:05 and to the following criteria and conditions:  
The employee shall be supporting one or more dependents where a dependent includes:
- A marital partner living with and dependent on the employee for main and continuing support;
  - An unmarried child under 18 years of age;
  - An unmarried child over 18 years but under 21 years if in full-time attendance at school or university or similar educational institution;
  - An unmarried child of any age if physically or mentally incapable, provided such a child is dependent on the employee for support.
- 1:04** There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one year prior to the application for dependent’s rate.
- 1:05** Where both marital partners are employees of the College, department, board, agency or commission of the Government of Manitoba to which remoteness allowances apply, but subject to Section :06 that follows, the dependent rate shall be paid to one partner only and the other partner will not receive either

the dependent or single rate of remoteness allowance. Such remoteness allowance will be pro-rated as per Section :09 for part-time employees.

**1:06** Where both marital partners are employees of the Government of Manitoba in any department, board, agency or commission or College to which this Agreement or the Civil Service Regulations covering remoteness allowances apply, the dependent rate will be paid to the permanent employee, if the other partner is temporary or departmental, or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee. Such remoteness allowance will be pro-rated as per Section :09 for part-time employees.

**1:07** Locations and Residence: The remoteness allowance applicable to the location at which the employee has established their residence and maintains a family home is normally that which prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt as to whether the employee's residence is established in relation to their headquarters the location for remoteness allowance shall be determined by the Employer.

Where there is no community in relation to which the employee has a residence, for which an allowance can be established, the nearest community to the designated employee's workplace shall be considered to be the location for the allowance.

**1:08** Hourly Rated Personnel and Employees Hired on an "If, As and When" Basis Part-time Employees: Remoteness allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, as and when" basis, for part-time employees, remoteness allowances are to be considered on a daily basis, i.e. one-tenth ( $1/10$ ) of the biweekly rate, up to the maximum amount for the biweekly period for the following conditions:

(a) For each day the employee is at work irrespective of the number of hours worked provided the employee worked one-half ( $1/2$ ) or greater of the

normal working hours, i.e. seven and one-quarter ( $7\frac{1}{4}$ ) or eight (8) hours in any one day, or

- (b) For each day that the employee is recognized as being on “stand by.” In order to qualify for the daily rate, an employee hired on an “if, as, and when” basis is required to work one-half ( $\frac{1}{2}$ ) or greater of the normal working hours, i.e. seven and one-quarter ( $7\frac{1}{4}$ ) or eight (8) hours in any one (1) day.

**1:09** Part-time employees: Section :08 will apply to all part-time employees on staff as of the date of signing of this Agreement. For all other part-time employees, remoteness allowances will be pro-rated based on the number of hours an employee works. Example: if an employee works fifty percent (50%) of the hours of a full-time employee, the employee will receive fifty percent (50%) of the remoteness allowance.

**1:10** Limitations: The remoteness allowances for the various communities, for single or dependents as indicated, represent a maximum biweekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave during continued employment, and as limited in Section :08 above for hourly-rated employees. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

**1:11** Rates: The biweekly remoteness allowances relative to each location at single and dependent’s rate are shown in Section :16 hereto. Communities in an eligible area for which no allowance has been established may be added to the list by mutual agreement of the parties.

**1:12** Geographic Eligibility: No location will be included for remoteness allowance that is two-hundred fifty (250) kilometres or less from the center of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometres or more by the most direct road to a Provincial Trunk Highway or paved Provincial Road, and the aggregate distance to the highway or paved road and thence to Winnipeg or Brandon totals two-hundred (200) or more kilometres. No location having road

access and situated south of the 53rd parallel of latitude will be included unless the criterion concerning off-highway access was met.

**1:13** Bunk-houses or Similar Accommodations

- (a) In areas where a remoteness allowance has been established, or can be established in relation to a specific community, where employees are provided with living quarters but are not provided board, such employees shall receive twenty-five percent (25%) of the remoteness allowance applicable to that community. In lieu of the twenty-five percent (25%) of the remoteness allowance, employees in the listed locations will receive the following:

	Jun 17/23	Jun 15/24
Bisset	\$29.48	\$30.07
God's Lake Narrows	\$62.79	\$64.05
Island Lake	\$60.66	\$61.87
Norway House	\$52.31	\$53.36

**The parties agree to increase bunkhouse rates by the negotiated General Pay Increase in each year of a new Collective Agreement.**

- (b) Where such employees are to be stationed under such conditions in a remote location on a semi-permanent basis (i.e. for a period of three [3] months or more), they shall receive in addition twenty-five percent (25%) of the remoteness allowance applicable to that community.
- (c) The rates shall be based on the community closest to the location where accommodation is supplied.
- (d) Employees stationed in a remote area who are provided with room and board shall not receive any form of living or remoteness allowance.

**1:14** No Duplication of Allowance by Reason of Retroactivity: Any person hitherto entitled to receive an allowance under provisions replaced hereby, in respect of the period during which those provisions were in force and effect, shall be entitled to receive hereunder only the difference, if any, between what the



employee was entitled to receive under those provisions and what the employee is entitled to receive hereunder.

**1:15** A full-time employee eligible for remoteness allowance as provided in this Appendix, shall be eligible, in each fiscal year to receive up to a maximum of two (2) days travel time without loss of regular pay.

**1:16** Biweekly Remoteness Allowance

\*The parties agree to increase the remoteness allowance by the negotiated General Pay Increase in each year of the new Collective Agreement.

## Biweekly Remoteness Allowances

LOCATION	June 17, 2023		June 15, 2024	
	Dependent	Single	Dependent	Single
Berens River	312.00	178.89	318.24	182.47
Bissett	206.96	121.59	211.10	124.03
Bloodvein River	316.65	181.89	322.98	185.52
Brochet	372.68	214.60	380.13	218.89
Churchill	301.27	182.80	307.30	186.45
Cormorant	175.91	112.17	179.42	114.41
Cranberry Portage	150.72	94.98	153.73	96.88
Crane River	185.69	134.92	189.40	137.62
Cross Lake	335.45	193.92	342.16	197.81
Dauphin River (Anama Bay)	208.10	147.67	212.27	150.62
Easterville	153.91	97.14	156.99	99.08
Flin Flon	130.43	81.13	133.04	82.75
Gillam	268.01	162.18	273.37	165.41
God's Lake Narrows	369.65	212.53	377.04	216.77
Gods River	374.44	215.78	381.93	220.10
Grand Rapids	149.63	92.48	152.62	94.33
Ilford	400.41	229.23	408.42	233.81
Island Lake/Garden Hill	344.38	196.74	351.27	200.66
JenPeg	244.59	146.22	249.48	149.14
Lac Brochet	406.13	232.97	414.26	237.63
Leaf Rapids	206.90	128.40	211.04	130.97
Little Grand Rapids	331.92	188.23	338.55	191.98
Lynn Lake	213.65	129.37	217.92	131.96
Manigotagan	206.96	122.38	211.10	124.83
Matheson Island	211.04	150.26	215.25	153.27
Moose Lake	223.44	138.13	227.92	140.89
Negginan/Poplar River	317.24	182.45	323.57	186.09
Nelson House	228.41	139.47	232.98	142.25
Norway House	298.39	170.61	304.36	174.01
Oxford House	362.60	207.45	369.86	211.59
Pikwitonei	292.51	175.19	298.36	178.69

Pukatawagan	241.05	148.06	245.88	151.02
Red Sucker Lake	367.75	210.95	375.11	215.15
St. Theresa Point	344.38	196.74	351.27	200.66
Shamattawa	393.57	228.51	401.44	233.08
Sherridon	238.21	146.12	242.97	149.05
Snow Lake	178.97	111.25	182.56	113.46
Southern Indian Lake	379.05	218.63	386.63	223.00
Split Lake	394.37	225.10	402.26	229.60
Tadoule Lake	412.38	237.35	420.64	242.11
The Pas	122.40	74.79	124.85	76.29
Thicket Portage	291.90	174.74	297.74	178.23
Thompson	194.89	136.88	198.79	139.62
Wabowden	250.11	170.68	255.11	174.09
Waterhen	154.52	96.62	157.61	98.55
York Landing	397.82	231.72	405.78	236.35

## Appendix “C” - Application of Benefits to Part-time Employees

### Definitions

**1:01** “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.

**1:02** “Casual Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.

**1:03** “Accumulated Service” means the equivalent length of service acquired by an employee by virtue of their employment; e.g. for an employee in an eight (8) hour per day classification: (The figures for seven and one-quarter [ $7\frac{1}{4}$ ] hour per day classifications are shown in brackets.)

8 ( $7\frac{1}{4}$ ) hours work equals one day of accumulated service;

40 ( $36\frac{1}{4}$ ) hours work equals one week of accumulated service;

80 ( $72\frac{1}{2}$ ) hours work equals one biweekly pay period of accumulated service;

168 ( $152\frac{1}{4}$ ) hours work equals one month of accumulated service;

2016 (1827) hours work equals one year of accumulated service.

(a) For purposes of accumulated service, overtime hours are not included.

(b) Accumulated service must be continuous service, i.e. there must have been no break in service involving termination of the employee.

**1:04** “Calendar Service” is based on continuous service with the Employer. i.e. one (1) year of continuous employment equals one (1) year of calendar service.

### Application

**2:01** The Agreement applies to part-time employees effective the first of the biweekly pay period following the attainment of 336 ( $304\frac{1}{2}$ ) hours of accumulated service.

- 2:02** This Appendix does not apply to casual employees.
- 2:03** The Employer will determine whether an employee is part-time or casual in accordance with Sections :01 and :02. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual. The matter may be referred to Labour/Management Committee for resolution.

### **Conversions**

- 3:01** A part-time employee who is converted to casual is no longer covered by the Agreement effective the date of the employee's conversion.
- 3:02** A casual employee who is converted to part-time status must complete the service requirement set out in Section 2:01 of this Appendix but receives no credit for calendar or accumulated service as a casual employee.
- 3:03** Where a part-time employee who has been covered by the Agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

### **General Principles**

- 4:01** Where a benefit is to be pro-rated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full-time position the total cost to the Employer of that benefit is no greater than the cost of having the position filled by a full-time employee.
- 4:02** The factor used in pro-rating a benefit shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by 320 (290); i.e. 8 hours x 8 weeks x 5 days.

$$\text{Pro rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding eight weeks}}{320 (290)}$$

## Benefits

**5:01** Part-time employees will only be eligible for the benefits specifically identified in this Section.

**5:02** Holidays

- (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
  - (i) Did not fail to report for work after having been scheduled to work on the day of the holiday; and
  - (ii) Has not absented themselves from work without the consent of the Employer on their regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.
- (b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.
- (c) Where the Employer requires an employee to work a full shift (i.e. seven and one-quarter [7<sup>1</sup>/<sub>4</sub>] or eight [8] hours) as a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

**5:03** Vacation

- (a) Vacation shall be calculated on a prorated basis in accordance with Article 25 (Vacation).
- (b) An employee **shall accumulate vacation leave credits effective date of hire.**
- (c) Long service vacation eligibility is based on calendar service.

**5:04** Sick Leave

- (a) Sick leave shall be calculated on a prorated basis in accordance with Article 27 (Sick Leave).

- (b) An employee **shall accumulate sick leave credits effective date of hire.**
- (c) Calendar Service is used to determine eligibility for receiving sick leave credits at a higher rate (i.e. one (1) day per biweekly pay period rather than one-half (1/2) day per biweekly pay period).

**5:05** Compassionate Leave, Paternity Leave, Adoptive Parent Leave, Family Related Leave, Court Leave

- (a) These types of paid leave will be pro-rated by multiplying the number of days the employee would qualify for by the pro rating factor.
- (b) In the case of Adoptive Parent Leave and parental leave without pay, an employee is eligible for the full calendar time benefit, i.e. seventeen (17) weeks.

**5:06** Maternity Leave

- (a) Part-time employees are eligible for maternity leave Plans A and B as set out in this Agreement.
- (b) To qualify for maternity leave, calendar service is used, i.e. seven (7) months.
- (c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. twenty (20) weeks.
- (d) The application of ten (10) days sick leave towards the Employment Insurance waiting period will be calculated by multiplying the number of days accumulated sick leave the employee has (up to ten [10] days) by the pro rating factor.

**5:07** Workers Compensation

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in accordance with Article 28 - Workers Compensation.

**5:08** Bridging of Service

Calendar service shall be the basis for determining eligibility for this benefit, i.e. four (4) years.

**5:09** Severance Pay

Accumulated service is the basis for meeting the minimum service requirement in accordance with Article 23 - Severance Pay of the Agreement, and for the calculation of severance pay e.g. ten and one-half (10½) years accumulated service multiplied by one (1) week's pay equals ten and one-half (10½) weeks of severance pay.

**5:10** Remoteness Allowance

Refer to the Agreement Appendix B Section 1:09.

**5:11** Notice of Layoff, Resignation or Termination

- (a) The period of notice required to be given by the employee or the Employer is the same as that applicable to full-time employees.
- (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks' notice by the pro rating factor.

**5:12** Merit Increases

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least 416 (377) hours exclusive of overtime.

**5:13** Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. 8 (or 7¼) hours.
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a part-time employee only has two (2) days of rest per week.
- (c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

**5:14** Probation

- (a) The period of probation is based on calendar service.
- (b) Notwithstanding any provision of the Agreement, this period may be extended by the Employer for any reason provided twelve (12) months' probation is not exceeded.

**5:15** Seniority



Seniority is based on accumulated service.

**5:16** Layoff

Accumulated service is used for purposes of layoff.

**5:17** Flex Benefit Plan

(a) For the purposes of eligibility determination, accumulated hours are used.

(i) A regular employee is eligible to participate in the Flex Benefit Plan immediately.

(ii) A term employee requires 2080 (1885) hours.

**5:18** December Break

Where an employee is eligible for time off with pay during that period between Boxing Day and New Year's Day designated by the Employer as December Break, or time off in lieu, the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.

**Additional Hours**

**6:01** Additional hours shall be offered on an equitable basis to part-time employees who are available to work and are capable of performing the duties.

### Appendix “D” - Casual Employees

**1:01** The only provisions of the Agreement which apply to Casual employees who have attained service requirements stipulated in Article 4:01 (b) of Article 4 - Application of Agreement are as follows:

Article 1 - Interpretation

Article 4 - Application

Article 7 - No Discrimination

Article 8 - Management Rights

Article 10 - Retroactive Wages

Article 13 - Conduct of Employees

Article 17 - Disciplinary Action

Article 24 - Holidays

Provisions respecting 1½x for time worked on the listed holidays only

All other provisions in accordance with The Employment Standards Code.

Article 36 - Loss of or Damage to Personal Effects

Article 41 - Uniforms and Protective Clothing

Sections :01, :02 and :07 only

Article 44 - Union Security

Article 47 - Grievance Procedure - limited to the provisions of this Article

Article 48 - Arbitration Procedure - limited to the provisions of this Article

Article 50 - Harassment

Article 51 - Civil Liability

Article 52 - Employees Files

Article 57 - Shift Premium

Article 62 - Weekend Premium

**1:02** Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. eight (8) or seven and one-quarter ( $7\frac{1}{4}$ ) hours;
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a casual employee only has two (2) days of rest per week;
- (c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

**1:03** There is no obligation for the Employer to offer work to a casual employee or for a casual employee to accept work that is offered.

**1:04** A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer. If an employee who has been terminated in accordance with this Section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purposes of the application of Section 4:01 (b) of Article 4 - Application of Agreement.

**1:05** A casual employee who is working in a second job with the Employer must meet the requirements of Section :01 (b) of Article 4 - Application of Agreement with respect to accumulated service in the second job. The same requirements will also apply to any subsequent jobs.

**1:06** The rate of pay shall not be less than the lowest rate of pay set out in the appropriate classification and salary schedule of the Agreement except as may be provided in a separate Memorandum of Agreement between the parties.

## Appendix “E” - Privately-Owned Vehicles

### 1:01 Privately-Owned Vehicles

No college employee is required to provide a personal vehicle as a condition of employment.

### 1:02 Reimbursement Rates

An allowance for the use of a privately-owned vehicle, for travel on College business, when authorized by the Employer, shall be paid in accordance with the location of the employee’s residence as follows:

	For Employees Resident	
	South of 53	North of 53
(a) Effective July 1, 2023:	<b>\$0.64/km</b>	<b>\$0.72/km</b>
(b) The use of a privately owned motorcycle, when authorized by the Employer:	<b>\$0.34/km</b>	<b>\$0.37/km</b>

No college employee is required to provide a personal vehicle as a condition of employment.

**1:03** The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

### 1:04 Residence to Work Location

Transportation of an employee between their residence and headquarters may not be claimed except where the employee has been called back to return to work:

- (a) Outside of their normal hours on their regular working day or shift; or
- (b) On the employee’s day of rest.

### 1:05 Special Areas

(a) When authorized by the Employer, the use of a privately-owned vehicle for travel on College business in the vicinity of towns which are in those areas covered by remoteness allowances and which also do not have road access to a provincial trunk highway, will be paid for at the following rates:

**Effective July 1, 2023: \$32.36/day plus \$0.41/km**

(b) Where this rate has been authorized, it will be in lieu of the normal rate for use of privately-owned vehicles for travel on College business.

**1:06** The official rates throughout this Article are those expressed in kilometres and cents per kilometre (¢/km). An employee converting mileage to kilometres for the purpose of filing a claim should multiply the total number of miles at the end of the month or expense claim period by 1.6. The resultant figure should be rounded to the nearest kilometre.

#### Privately Owned Vehicles - Business Insurance

**2:01** Employees shall be reimbursed for the additional cost of Business Rate insurance above that required for the All Purpose rate, or Pleasure Use rate for a truck, when use of the vehicle will exceed 1,609 kilometres on the Employer's business in the insurance year.

#### Increases to Rates

**3:01** The parties agree as follows:

The rates in this Appendix shall be increased effective July 1st each year in accordance with the following formula:

- An amount calculated by measuring the average percentage increase in the Private Transportation component of the Manitoba Consumer Price Index (Table 18-10-0004-07) from July 2019 to June 2020 as follows:

$$\begin{aligned} & \text{July 2019} + \text{August 2019} + \\ & \text{September 2019} + \text{June 2020} = \text{Total percentage increase} \\ & \text{July 2018} + \text{August 2018} + \\ & \text{September 2018} + \text{June 2019} \end{aligned}$$

- The total percentage increase divided by twelve (12) equals the average percentage increase. The average percentage increase rounded to one (1) decimal place will be applied to each rate and rounded to one (1)

decimal place and used to calculate new rates for the application sections.

- The College will calculate the total percentage increase after Statistics Canada publishes the June rate.
- The College will communicate to the Union the total percentage increase and the new rates that will be implemented including the data that supports the calculation.

## Appendix “F” - Meals and Miscellaneous Expenses

### Meals - Eligibility for Claims

**1:01** Breakfast - An employee is expected to have had breakfast before the start of the day’s work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:

- (a) The employee is in travel status; or
- (b) The employee has been traveling for more than one (1) hour on College business before the recognized time for the start of the employee’s day’s work.

**1:02** Luncheon - An employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when:

- (a) The employee is in travel status; or
- (b) The employee is away from their normal place of work and outside the headquarter area which would cause the employee to disrupt their normal mid-day or mid-shift meal arrangements.

The inability of the employee to return to their home or residence does not constitute grounds for claim for the cost of a purchased meal.

**1:03** Dinner - An employee may only claim for the cost of a dinner meal when:

- (a) The employee is in travel status; or
- (b) The employee has been traveling on College business and not expected to arrive back to the employee’s residence before 7:30 p.m. where a meal break not taken.

Any extension of working hours at the normal place of work is covered under Section 3 - Meal Allowances During Overtime Work. No other meal claims except as provided in this Appendix shall be paid.

Meal Expenses - Travel Within the Province

**2:01** An employee who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>Per Diem</u>
(a) In areas covered by remoteness allowance:				
Effective July 1, <b>2023:</b>	<b>\$11.70</b>	<b>\$14.90</b>	<b>\$26.20</b>	<b>\$52.80</b>
(b) In all other areas:				
Effective July 1, <b>2023:</b>	<b>\$11.00</b>	<b>\$14.00</b>	<b>\$25.00</b>	<b>\$50.00</b>

**2:02** For each full day in travel status an eligible employee may claim a Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.

**2:03** Where no overnight accommodation is involved only the appropriate individual expenses under Section :01 may be claimed.

**2:04** Actual meal expenses exceeding the above maximum may be claimed if supported by a receipt up to a maximum of **\$74.60** per day including gratuities and taxes.



Meal Allowances During Overtime Work

**3:01** Extension of Working Day

Where an employee's working date has been extended beyond the standard working day or shift at the normal place of work by either:

- (a) At least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at **\$7.20** per day effective date of ratification;
- (b) At least three and a half (3½) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "Lunch" in the appropriate areas as shown in Section 2 - Meal Expenses - Travel Within the Province, shall be paid."

**3:02** To qualify for the above, employees in the category of office personnel and Instructors must have been at work for a total (exclusive of lunch or dinner/supper periods) of not less than:

- (a) Nine and one-quarter (9¼) hours; or
  - (b) Ten and three-quarters (10¾) hours;
- as applicable, on the day for which the allowance is claimed.

**3:03** An employee in travel status is not entitled to either of the above allowances.

**3:04** Special Emergencies

Where special circumstances arise (e.g. flood control, fire duties, etc.) and an employee is required to work extended hours in connection with that emergency, with the approval of the Employer, the employee may claim the cost of purchased meals appropriate to the period worked, as provided for under Section 2 - Meals Expenses - Travel Within The Province.

### Incidentals Allowance

**4:01** An employee who is in travel status may claim an incidentals allowance for each night of:

(a) Commercial accommodation – **effective July 1, 2023, \$7.40.**

**4:02** The incidentals allowance covers reimbursement for all incidental expenses except as provided in Section 5 - Miscellaneous Expenses During Travel.

### Miscellaneous Expenses During Travel

**5:01** Gratuities

No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.

**5:02** Laundry

(a) Laundry charges must be supported by receipts and may only be claimed where the employee is traveling on College business and overnight away-from-home accommodation is involved for a period in excess of four consecutive nights.

(b) No claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.

**5:03** Parking

(a) An employee may claim parking expenses as follows:

(i) Short-term parking, when an employee is away from their workplace;

(ii) Overnight parking where it is not provided with accommodation.

(b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs (i.e. limousine, taxi or bus, as available).

**5:04** Telephone

- (a) Charges for telephone calls necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or telegraphed and the city or town involved.
- (b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of **six dollars and twenty cents (\$6.20)** for each period-of three (3) consecutive nights that the employee is away from their residence on College business and overnight accommodation is involved.

Travel Status - Return Home Over A Weekend

- 6:01** Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.
- 6:02** If travel is by College vehicle this cost should be evaluated at the per kilometre rate applicable for personal distance traveled for that class of vehicle.

Accommodations

- 7:01** Employees traveling on College business are entitled to standard hotel room accommodation with a bath when available.
- 7:02** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the Employer, be reasonable considering all relevant circumstances.
- 7:03** No accommodation expenses are claimable when the College provides a caboose, trailer or other suitable accommodation.
- 7:04** An employee choosing to stay in private accommodation while in travel status shall be provided with a private accommodation allowance of ninety-three dollars and **ninety-five dollars (\$95.00)** per day.

### Definitions

**8:01** “Travel Status”

Absence of the employee from their headquarters area on College business involving travel and accommodation with the approval of the Employer.

**8:02** “Headquarters Area”

A metropolitan or urban area of not less than twenty-four (24) kilometres (15 miles) in diameter;

A patrol area or territory of comparable size to a metropolitan area;

In all other cases:

An area twenty-four (24) kilometres (15 miles) around the employee’s headquarters.

**8:03** “Employee’s Headquarters”

The workplace where the employee is normally stationed or required to use as their base of operations on a continuing basis in relation to which the employee has established a residence.

### Increases to Rates

**9:01** The parties agree as follows:

**With the exception of the private accommodation rate in Appendix F 7:04**, the rates shall increase July 1st each year based on the following formula:

- An amount calculated by measuring the average percentage increase in the Food Purchased from Restaurants component of the Manitoba Consumer Price Index (Table 18-10-0004-01) from July 2019 to June 2020 as follows:

$$\begin{aligned} & \text{July 2019} + \text{August 2019} + \\ & \text{September 2019} \dots + \text{June 2020} = \text{Total percentage increase} \\ & \text{July 2018} + \text{August 2018} + \\ & \text{September 2018} \dots + \text{June 2019} \end{aligned}$$

- The total percentage increase divided by twelve (12) equals the average percentage increase. The average percentage increase rounded to one (1) decimal place will be applied to each rate and rounded to one (1) decimal place will be applied to each rate and rounded to the nearest five (5) cents. Per diems represent the total of the individual meal rates.
- The College will calculate the total percentage increase after Statistics Canada publishes the June rate.
- The College will communicate to the Union the total percentage increase and the new rates that will be implemented including the data that supports the calculation.

## Appendix “G” Flex Benefit Plan

	Option 1	Option 2	Option 3	Option 4	Option 5
Ambulance / Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital
Drugs	80% \$750 FT / \$375 PT annual max	80% \$750 FT / \$375 PT annual max	No coverage	50% Dispensing fee deductible Maximum up to Pharmacare Deductible	90% \$4 deductible per script Maximum up to Pharmacare Deductible
Health Paramedicals Acupuncturists, Audiologists, Athletic Therapists, Chiropractors, Dieticians, Massage Therapists, Naturopaths, Osteopaths, Physiotherapists, Podiatrists/Chiropodists, Psychologists/Social Workers & Speech Therapists	No coverage	80%  \$350 per practitioner / year	No coverage	50%  \$350 per practitioner / year (excludes Massage Therapists)	90%  \$450 per practitioner / year
Private Duty Nursing		\$3,000 / year		\$5,000 / year	\$10,000 / year
Hearing Aids		No coverage		\$500/ 5 years	\$750/ 5 years
Dental	80% Basic 60% Major (including Implants) 50% Ortho (Adult & Child) \$1,475 FT/\$738 PT /yr max for Basic/Major \$1,675 FT/\$838 PT / lifetime max for Ortho	80% Basic 60% Major (including Implants) 50% Ortho (Adult & Child) \$1,475 FT/\$738 PT /yr max for Basic/Major \$1,675 FT/\$838 PT lifetime max for Ortho	No coverage	50% Basic 50% Major (including Implants) 50% Ortho (Adult & Child) \$1,500/yr max for Basic/Major \$2,000 lifetime max for Ortho	100% Basic 50% Major (including Implants) No Ortho \$1,500/yr max for Basic/Major
Vision (Eyewear/ Eye Exams)	80% \$225 FT/ \$114 PT every 24 months	80% \$225 FT/ \$114 PT every 24 months	No coverage	50% to \$225/24 months - adult 50% to \$225/12 months - child	100% to \$225/24 months - adult 100% to \$225/12 months - child
Travel	100% Travel Health, unlt'd	100% Travel Health, unlt'd	100% Travel Health, unlt'd	100% Travel Health, unlt'd	100% Travel Health, unlt'd
HCSA	\$1,200 FT/\$600 PT	\$1,200 FT/\$600 PT	\$2,200	\$1,250	\$450

**Notes:**

- FT = Full Time Employee
- PT = Part Time Employee
- Drugs and HCSA benefit maximums are per contract/family unit; maximums for all other benefits are per insured member

**Memorandum of Agreement #1**

*Between*

**Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union**

**Re: Additional Opportunities for Employees on the Re-Employment List**

---

Red River College Polytechnic and the Manitoba Government and General Employees' Union agree that in the staffing of those positions referenced in Article 4 - Application of Agreement Section :01 (c), the College will also give first consideration to employees on the College's re-employment list subject to the requirement that the employee must have the qualifications and ability to perform the duties which the employee will be required to perform.

The acceptance or rejection of such position by an employee on the College's re-employment list will not affect that employee's status on the re-employment list.

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #2**

*Between*

**Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union**

**Re: Parking**

---

**Red River College Polytechnic and the Manitoba Government and General Employees' Union agree that:**

- 1. There shall be no increase to the monthly parking rates for employees prior to the date of ratification of the renewed Collective Agreement.**
- 2. Effective at least three (3) months following the date of ratification of the Collective Agreement, monthly parking rates will increase by \$3.00.**
- 3. Effective July 1, 2024 monthly parking rates will increase by \$2.00.**

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union



**Memorandum of Agreement #3***Between***Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union****Re: Shift Schedules**

---

Red River College Polytechnic and the Manitoba Government and General Employees' Union agree to the following terms and conditions with respect to the changing of a regularly scheduled employee's posted shift by the employer.

1. Where changes are necessary in a regularly scheduled posted shift, every reasonable effort will be made to provide at least twenty-four (24) hours' notice.
2. Except as set out in (1), where an employee does not receive at least twenty-four (24) hours' notice of a change to the employee's regularly scheduled posted shift, the employee shall be paid at time and one-half (1½) for all hours worked for the first shift which varies from the employee's posted schedule. Such payment shall apply only to the first shift which varies from the posted schedule.
3. This Memorandum does not apply to employees assigned to relief shift or changes to shift schedules due to:
  - (a) Sick leave;
  - (b) Emergency situations.

4. Part-time work schedules shall be posted in each applicable department for a minimum of two (2) weeks, one (1) week in advance.

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #4**

*Between*

**Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union**

**Re: Tuition Scholarship**

---

Red River College Polytechnic and the Manitoba Government and General Employees' Union agree to the continued maintenance of a scholarship or bursary funded by the College for employees' dependants.

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #5**

*Between*

**Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union**

**Re: Winnipeg EcoPass**

---

1. The Employer shall **operate** a City of Winnipeg Transit – EcoPass bus pass discount program for all staff **at the Exchange District Campus and the Notre Dame Campus**.
2. The discount shall be at the sixty percent (60%) level.

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #6**

*Between*

**Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union**

**Re: Change Initiatives**

---

The College and the Union are committed to delivering academic excellence for the learners.

The parties agree to continue to work together in a cooperative manner to manage change initiatives that may impact staffing levels provided by current members of the bargaining unit.

The College and Union shall address all such change initiatives involving bargaining unit members with due consideration for the Collective Agreement and the parties' longstanding practice of working together to mitigate the impact of changes.

The parties agree to apply the following principles and processes in managing change initiatives:

**PRINCIPLES**

1. The sharing of relevant information and dialogue on matters of mutual interest including departmental budgets, change initiatives and College priorities in a timely manner.
2. The parties may refer matters of mutual interest relating to change initiatives to the Labour Management Committee.

## PROCESS

## Preliminary Notice

1. When considering change initiatives that may impact on bargaining unit positions, the College may give preliminary notice of thirty (30) days or more to the Union of its intent to consider the initiative along with a preliminary estimate of the potential number of positions that may be affected. Attrition will be the guiding principle.
2. Effective the date of the preliminary notice, the College may identify regular positions that may be suitable redeployment options, and fill them on an interim basis.
3. If the College provides formal notice of layoff, within a unit or department, the College may continue to fill regular positions in other units or departments on an interim basis subject to the maximum number of employees to be redeployed giving consideration to appropriate classifications.
4. If the College proceeds with the change initiative, any regular positions filled on an interim basis shall be available to redeploy affected staff.
5. If the College elects not to pursue the change initiative, any positions filled temporarily pursuant to the preliminary notice shall be filled through the competitive process without undue delay.

## Formal Notice

Formal notice requirements regarding the layoff of staff are set out in Article 22.

Preliminary notice is over and above these requirements.

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #7**

*Between*

**Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union**

**Re: Market Supplement**

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1. **In previous collective bargaining**, Red River College Polytechnic and the Manitoba Government and General Employees' Union agree that as a result of a review of salaries a Market Supplement shall be applied to the positions referenced in this Memorandum.
2. The supplemented rates are attached as Salary Schedule "E" and shall be appended to and form part of the current Collective Agreement.
3. The market supplement for the positions in Information Technology was effective June 20, 2009.
4. The market supplement shall be included in the calculation of pensionable income, vacation, vacation payout on retirement or resignation, severance pay, termination settlements, WCB, LTD, parenting leave top up, overtime, sick leave, holidays, paternity leave, family related leave and religious observances, birth and adoptive parent leave, compassionate leave, etc.
5. The market supplement for the positions in Information Technology shall be in place for five (5) years at which time it will be reviewed. Where the outcome of the review indicates market conditions have changed, which will result in a decrease to the market supplement, the current market supplement shall be maintained for a period of twelve (12) months.

6. The market supplement applies to the following positions except where an incumbent chose to be green circled in accordance with Memorandum of Agreement # 11 dated November 6th, 2008.

<u>Information Technology Positions</u>	
Computer Programmer	Database Systems Administrator
Network <b>Technician</b>	Senior Workstation Management Tech
Workstation Management Technician	Senior Information Security Analyst
Technical Support Specialist	Manager, ITS Networks and Communications
Programmer/Analyst	Manager, ITS Client Services
Senior Network Analyst	Manager, ITS Infrastructure Systems
Senior Programmer/Analyst	Manager, ITS Enterprise Applications
Senior Technical Support Specialist	Business <b>Systems</b> Analyst
Senior ERP Specialist	ERP Support Specialist
Information Security Analyst	Senior Applications Specialist
Web Application Specialist	<b>Database Programmer Analyst</b>
<b>Colleague Support Specialist</b>	

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union



**Memorandum of Agreement #8**

*Between*

**Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union**

**Re: Reciprocal Transfer Agreement**

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Effective date of signing of the Collective Agreement, the Employer shall maintain a list of Reciprocal Transfer Agreements that are in effect with other organizations. The Employer shall make the list reasonably available to employees and job applicants.

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

## Letter of Intent

*Between*

**Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union**

**Re: Faculty Workload Assignment Implementation Advisory Group**

---

As a result of the beneficial collaboration between the Employer and the Union demonstrated during the mandate of the Instructor Assignment Taskforce, the Employer will continue the joint review of opportunities for improvement regarding the Faculty workload assignment process, materials, guidelines and tool post-Taskforce to June 30, 2023.

Faculty Workload Assignment Implementation Advisory Group (“Implementation Advisory Group” or “IAG”) supports the principles that guided the Taskforce’s initial work – equity, transparency, evidence-based decisions, flexibility and accountability – throughout the ongoing implementation of the annual Faculty workload assignment processes post-Taskforce.

The IAG recommends means of enhancing proactive education and proper implementation of the annual workload assignment tool and material throughout the Academic Division.

The IAG receives and reviews questions and feedback from Faculty and Managers related to the Faculty workload assignment process, materials and tool. The purpose of the meetings is to consider options to address any questions or concerns that have arisen during the initial implementation period.

The IAG provides recommendations to the Executive Director, Academic.

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

**Letter of Intent**

*Between*

**Red River College Polytechnic**

And

**Manitoba Government and General Employees' Union**

**Re: Advancing Truth and Reconciliation: A joint review of the Collective Agreement and associated recommendations to Labour Management Committee**

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- 1. The College and Union (“the Parties”) are committed to moving forward with Indigenous communities in a spirit of collaboration to enhance the economic and social well-being of Manitoba by continuing to advance Truth and Reconciliation in this Collective Agreement.**
- 2. The Parties acknowledge the lands upon which they operate are located on original lands of Anishinaabe, Ininiwak, Anishininwak, Dakota, and Dené peoples, and on the homeland of the Red River Métis Nation.**
- 3. The Parties take individual responsibility to advance the Truth and Reconciliation Commission’s Calls to Action and see the opportunity to also do so together.**
- 4. The Parties recognize that the essence of reconciliation is the need to build strong relationships founded on trust, respect and inclusion between Indigenous and non-Indigenous students, staff, faculty and community. The Parties recognize that advancing Truth and Reconciliation is an ongoing obligation and journey, not a singular action item. The Parties also recognize that advancing Truth and Reconciliation within the Collective Agreement will improve equity, diversity and inclusion within the College and the wider community it serves.**
- 5. The Parties agree that advancing Truth and Reconciliation is the responsibility of all organizations and their employees, and that a review**

of the Collective Agreement to better align it to our shared commitment is important work. The Parties also agreed to review the Collective Agreement in collaboration with Indigenous learners, staff, faculty and community members.

6. As a result of the foregoing, the Parties have agreed to establish a joint working group that will lead research, consultation and outreach to review the Collective Agreement to better align it to our shared commitment to advance Truth and Reconciliation.
7. The working group will consist of eight (8) members, four (4) members appointed by the College and four (4) appointed by the Union Local. The working group will be co-chaired by individuals designated by the Union and the College.
8. In addition to eight (8) members of the working group, the Union may appoint one (1) Staff Representative and the College may appoint one (1) Human Resource Representative to attend the meetings of the working group in a support capacity.
9. The working group will have access to College support resources including: Human Resource Services, Information Technology Support, Library Services, Council of Knowledge Keepers, Elders, and information from the College's memberships and associations including the Colleges and Institutes Canada (CI-Can) and Polytechnics Canada. The working group will have access to Union support services.
10. The objective of the working group is to provide written recommendations to the Labour Management Committee that better align the Collective Agreement to advance Truth and Reconciliation. The recommendations are to be provided to Labour Management Committee at least eight (8) weeks prior to the expiry of the Collective Agreement. The Union and the College will consider the recommendations and decide how to proceed in the next round of collective bargaining. Neither party is bound to implement the recommendations.
11. The Parties will establish the working group within thirty (30) days of ratification of the renewed Collective Agreement and will meet regularly

with the intention to develop the recommendations. As recommendations are developed by the working group, they may be presented to Labour Management Committee for consideration including development of pilot projects.

12. Updates from the working group will be included as a standing item at Labour Management Committee meetings.

13. This letter of intent will expire when the working group provides the recommendations to the Labour Management Committee and will not form part of the Collective Agreement on an ongoing basis.

Signed this 27 day of September, 2023.

M. Gudmundson  
On behalf of Red River College Polytechnic

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

**Salary Schedules**

<b>Effective June 19, 2021</b>	<b>2% increase</b>
<b>Effective June 18, 2022</b>	<b>2% increase</b>
<b>Effective June 17, 2023</b>	<b>2% increase</b>
<b>Effective June 15, 2024</b>	<b>2% increase</b>
<b>New Maximum Step June 15, 2024</b>	<b>3%</b>

**As per Article 9:01, hourly rates are authoritative for pay purposes. Biweekly and annual amounts are provided for information only.**

## Salary Schedule "A" (72.5 hours bi-weekly)

Effective June 19, 2021 to June 17, 2022

<b>BAND 1</b>	30,141	31,366	32,591	33,893	35,269
	1,159.30	1,206.40	1,253.50	1,303.60	1,356.50
	15.99	16.64	17.29	17.98	18.71
	36,662	38,134	39,624	41,243	
	1,410.10	1,466.70	1,524.00	1,586.30	
	19.45	20.23	21.02	21.88	
<b>BAND 2</b>	33,139	34,496	35,854	37,286	38,773
	1,274.60	1,326.80	1,379.00	1,434.10	1,491.30
	17.58	18.30	19.02	19.78	20.57
	40,339	41,940	43,599	45,354	
	1,551.50	1,613.10	1,676.90	1,744.40	
	21.40	22.25	23.13	24.06	
<b>BAND 3</b>	36,475	37,926	39,434	41,035	42,640
	1,402.90	1,458.70	1,516.70	1,578.30	1,640.00
	19.35	20.12	20.92	21.77	22.62
	44,353	46,144	47,972	49,896	
	1,705.90	1,774.80	1,845.10	1,919.10	
	23.53	24.48	25.45	26.47	
<b>BAND 4</b>	40,112	41,696	43,412	45,089	46,917
	1,542.80	1,603.70	1,669.70	1,734.20	1,804.50
	21.28	22.12	23.03	23.92	24.89
	48,802	50,762	52,780	54,891	
	1,877.00	1,952.40	2,030.00	2,111.20	
	25.89	26.93	28.00	29.12	
<b>BAND 5</b>	44,148	45,882	47,746	49,652	51,667
	1,698.00	1,764.70	1,836.40	1,909.70	1,987.20
	23.42	24.34	25.33	26.34	27.41
	53,703	55,835	58,039	60,377	
	2,065.50	2,147.50	2,232.30	2,322.20	
	28.49	29.62	30.79	32.03	



## Effective June 19, 2021 to June 17, 2022

<b>BAND 6</b>	48,575	50,499	52,535	54,646	56,794
	1,868.30	1,942.30	2,020.60	2,101.80	2,184.40
	25.77	26.79	27.87	28.99	30.13
	59,038	61,432	63,863	66,409	
	2,270.70	2,362.80	2,456.30	2,554.20	
	31.32	32.59	33.88	35.23	
<b>BAND 7</b>	53,326	55,533	57,774	59,641	62,449
	2,051.00	2,135.90	2,222.10	2,293.90	2,401.90
	28.29	29.46	30.65	31.64	33.13
	64,958	67,540	70,236	73,044	
	2,498.40	2,597.70	2,701.40	2,809.40	
	34.46	35.83	37.26	38.75	
<b>BAND 8</b>	58,736	61,074	63,525	66,050	68,689
	2,259.10	2,349.00	2,443.30	2,540.40	2,641.90
	31.16	32.40	33.70	35.04	36.44
	71,422	74,287	77,266	80,376	
	2,747.00	2,857.20	2,971.80	3,091.40	
	37.89	39.41	40.99	42.64	
<b>BAND 9</b>	64,599	67,181	69,877	72,667	75,589
	2,484.60	2,583.90	2,687.60	2,794.90	2,907.30
	34.27	35.64	37.07	38.55	40.10
	78,605	81,733	85,014	88,407	
	3,023.30	3,143.60	3,269.80	3,400.30	
	41.70	43.36	45.10	46.90	
<b>Band 10</b>	71,065	73,910	76,850	79,905	83,166
	2,733.30	2,842.70	2,955.80	3,073.30	3,198.70
	37.70	39.21	40.77	42.39	44.12
	86,465	89,915	93,496	97,247	
	3,325.60	3,458.30	3,596.00	3,740.30	
	45.87	47.70	49.60	51.59	

## Effective June 19, 2021 to June 17, 2022

BAND 11	78,153	81,281	84,523	87,916	91,442
	3,005.90	3,126.20	3,250.90	3,381.40	3,517.00
	41.46	43.12	44.84	46.64	48.51
	95,097	98,888	102,845	106,935	
	3,657.60	3,803.40	3,955.60	4,112.90	
	50.45	52.46	54.56	56.73	

## Effective June 18, 2022 to June 16, 2023

<b>BAND 1</b>	30,745	31,987	33,251	34,572	35,965
	1,182.50	1,230.30	1,278.90	1,329.70	1,383.30
	16.31	16.97	17.64	18.34	19.08
	37,398	38,888	40,414	42,073	
	1,438.40	1,495.70	1,554.40	1,618.20	
	19.84	20.63	21.44	22.32	
<b>BAND 2</b>	33,797	35,193	36,569	38,040	39,548
	1,299.90	1,353.60	1,406.50	1,463.10	1,521.10
	17.93	18.67	19.40	20.18	20.98
	41,150	42,790	44,467	46,259	
	1,582.70	1,645.80	1,710.30	1,779.20	
	21.83	22.70	23.59	24.54	
<b>BAND 3</b>	37,211	38,680	40,227	41,865	43,487
	1,431.20	1,487.70	1,547.20	1,610.20	1,672.60
	19.74	20.52	21.34	22.21	23.07
	45,240	47,067	48,934	50,895	
	1,740.00	1,810.30	1,882.10	1,957.50	
	24.00	24.97	25.96	27.00	
<b>BAND 4</b>	40,924	42,525	44,278	45,994	47,860
	1,574.00	1,635.60	1,703.00	1,769.00	1,840.80
	21.71	22.56	23.49	24.40	25.39
	49,782	51,781	53,835	55,984	
	1,914.73	1,991.58	2,070.60	2,153.25	
	26.41	27.47	28.56	29.70	
<b>BAND 5</b>	45,032	46,805	48,708	50,650	52,704
	1,732.00	1,800.20	1,873.40	1,948.10	2,027.10
	23.89	24.83	25.84	26.87	27.96
	54,779	56,945	59,207	61,583	
	2,106.90	2,190.20	2,277.20	2,368.60	
	29.06	30.21	31.41	32.67	

## Effective June 18, 2022 to June 16, 2023

<b>BAND 6</b>	49,556	51,516	53,591	55,738	57,925
	1,906.00	1,981.40	2,061.20	2,143.80	2,227.90
	26.29	27.33	28.43	29.57	30.73
	60,226	62,657	65,145	67,727	
	2,316.40	2,409.90	2,505.60	2,604.90	
	31.95	33.24	34.56	35.93	
<b>BAND 7</b>	54,402	56,643	58,926	60,829	63,694
	2,092.40	2,178.60	2,266.40	2,339.60	2,449.80
	28.86	30.05	31.26	32.27	33.79
	66,258	68,897	71,648	74,513	
	2,548.40	2,649.90	2,755.70	2,865.90	
	35.15	36.55	38.01	39.53	
<b>BAND 8</b>	59,906	62,298	64,786	67,371	70,064
	2,304.10	2,396.10	2,491.80	2,591.20	2,694.80
	31.78	33.05	34.37	35.74	37.17
	72,854	75,777	78,811	81,978	
	2,802.10	2,914.50	3,031.20	3,153.00	
	38.65	40.20	41.81	43.49	
<b>BAND 9</b>	65,899	68,520	71,271	74,118	77,097
	2,534.60	2,635.40	2,741.20	2,850.70	2,965.30
	34.96	36.35	37.81	39.32	40.90
	80,168	83,374	86,710	90,178	
	3,083.40	3,206.70	3,335.00	3,468.40	
	42.53	44.23	46.00	47.84	
<b>Band 10</b>	72,477	75,381	78,397	81,507	84,825
	2,787.60	2,899.30	3,015.30	3,134.90	3,262.50
	38.45	39.99	41.59	43.24	45.00
	88,199	91,704	95,362	99,190	
	3,392.30	3,527.10	3,667.80	3,815.00	
	46.79	48.65	50.59	52.62	

## Effective June 18, 2022 to June 16, 2023

<b>BAND 11</b>	79,716	82,903	86,221	89,668	93,269
	3,066.00	3,188.60	3,316.20	3,448.80	3,587.30
	42.29	43.98	45.74	47.57	49.48
	97,003	100,867	104,899	109,067	
	3,730.90	3,879.50	4,034.60	4,194.90	
	51.46	53.51	55.65	57.86	

## Effective June 17, 2023 to June 14, 2024

<b>BAND 1</b>	31,366	32,630	33,911	35,269	36,683
	1,206.40	1,255.00	1,304.30	1,356.50	1,410.90
	16.64	17.31	17.99	18.71	19.46
	38,152	39,660	41,225	42,920	
	1,467.40	1,525.40	1,585.60	1,650.80	
	20.24	21.04	21.87	22.77	
<b>BAND 2</b>	34,476	35,890	37,304	38,794	40,339
	1,326.00	1,380.40	1,434.80	1,492.10	1,551.50
	18.29	19.04	19.79	20.58	21.40
	41,979	43,638	45,354	47,182	
	1,614.60	1,678.40	1,744.40	1,814.70	
	22.27	23.15	24.06	25.03	
<b>BAND 3</b>	37,944	39,452	41,035	42,694	44,353
	1,459.40	1,517.40	1,578.30	1,642.10	1,705.90
	20.13	20.93	21.77	22.65	23.53
	46,144	48,011	49,914	51,914	
	1,774.80	1,846.60	1,919.80	1,996.70	
	24.48	25.47	26.48	27.54	
<b>BAND 4</b>	41,735	43,373	45,164	46,917	48,822
	1,605.20	1,668.20	1,737.10	1,804.50	1,877.80
	22.14	23.01	23.96	24.89	25.90
	50,783	52,819	54,909	57,096	
	1,953.20	2,031.50	2,111.90	2,196.00	
	26.94	28.02	29.13	30.29	
<b>BAND 5</b>	45,936	47,746	49,688	51,667	53,760
	1,766.80	1,836.40	1,911.10	1,987.20	2,067.70
	24.37	25.33	26.36	27.41	28.52
	55,871	58,076	60,395	62,808	
	2,148.90	2,233.70	2,322.90	2,415.70	
	29.64	30.81	32.04	33.32	

## Effective June 17, 2023 to June 14, 2024

<b>BAND 6</b>	50,557	52,553	54,665	56,851	59,077
	1,944.50	2,021.30	2,102.50	2,186.60	2,272.20
	26.82	27.88	29.00	30.16	31.34
	61,432	63,902	66,445	69,084	
	2,362.80	2,457.80	2,555.60	2,657.10	
	32.59	33.90	35.25	36.65	
<b>BAND 7</b>	55,494	57,774	60,112	62,054	64,976
	2,134.40	2,222.10	2,312.00	2,386.70	2,499.10
	29.44	30.65	31.89	32.92	34.47
	67,576	70,272	73,080	76,003	
	2,599.10	2,702.80	2,810.80	2,923.20	
	35.85	37.28	38.77	40.32	
<b>BAND 8</b>	61,113	63,544	66,089	68,707	71,461
	2,350.50	2,444.00	2,541.90	2,642.60	2,748.50
	32.42	33.71	35.06	36.45	37.91
	74,308	77,285	80,394	83,618	
	2,858.00	2,972.50	3,092.10	3,216.10	
	39.42	41.00	42.65	44.36	
<b>BAND 9</b>	67,220	69,895	72,703	75,608	78,642
	2,585.40	2,688.30	2,796.30	2,908.00	3,024.70
	35.66	37.08	38.57	40.11	41.72
	81,772	85,033	88,444	91,988	
	3,145.10	3,270.50	3,401.70	3,538.00	
	43.38	45.11	46.92	48.80	
<b>Band 10</b>	73,931	76,889	79,963	83,129	86,522
	2,843.50	2,957.30	3,075.50	3,197.30	3,327.80
	39.22	40.79	42.42	44.10	45.90
	89,971	93,535	97,266	101,168	
	3,460.43	3,597.50	3,741.00	3,891.10	
	47.73	49.62	51.60	53.67	

## Effective June 17, 2023 to June 14, 2024

<b>BAND 11</b>	81,320	84,562	87,934	91,460	95,136
	3,127.70	3,252.40	3,382.10	3,517.70	3,659.10
	43.14	44.86	46.65	48.52	50.47
	98,943	102,884	106,992	111,254	
	3,805.50	3,957.10	4,115.10	4,279.00	
	52.49	54.58	56.76	59.02	



## Effective June 15, 2024 to June 13, 2025

<b>BAND 1</b>	31,987	33,290	34,590	35,965	37,416
	1,230.30	1,280.40	1,330.40	1,383.30	1,439.10
	16.97	17.66	18.35	19.08	19.85
	38,906	40,453	42,055	43,789	45,107
	1,496.40	1,555.90	1,617.50	1,684.20	1,734.90
	20.64	21.46	22.31	23.23	23.93
<b>BAND 2</b>	35,175	36,608	38,058	39,566	41,150
	1,352.90	1,408.00	1,463.80	1,521.80	1,582.70
	18.66	19.42	20.19	20.99	21.83
	42,827	44,504	46,259	48,123	49,576
	1,647.20	1,711.70	1,779.20	1,850.90	1,906.80
	22.72	23.61	24.54	25.53	26.30
<b>BAND 3</b>	38,698	40,245	41,865	43,544	45,240
	1,488.40	1,547.90	1,610.20	1,674.80	1,740.00
	20.53	21.35	22.21	23.10	24.00
	47,067	48,973	50,913	52,949	54,532
	1,810.30	1,883.60	1,958.20	2,036.50	2,097.40
	24.97	25.98	27.01	28.09	28.93
<b>BAND 4</b>	42,564	44,241	46,069	47,860	49,803
	1,637.10	1,701.60	1,771.90	1,840.80	1,915.50
	22.58	23.47	24.44	25.39	26.42
	51,799	53,874	56,004	58,247	60,000
	1,992.30	2,072.10	2,154.00	2,240.30	2,307.70
	27.48	28.58	29.71	30.90	31.83
<b>BAND 5</b>	46,862	48,708	50,687	52,704	54,834
	1,802.40	1,873.40	1,949.50	2,027.10	2,109.00
	24.86	25.84	26.89	27.96	29.09
	56,984	59,246	61,601	64,071	65,993
	2,191.70	2,278.70	2,369.30	2,464.30	2,538.20
	30.23	31.43	32.68	33.99	35.01

## Effective June 15, 2024 to June 13, 2025

<b>BAND 6</b>	51,573	53,609	55,759	57,982	60,262
	1,983.60	2,061.90	2,144.60	2,230.10	2,317.80
	27.36	28.44	29.58	30.76	31.97
	62,657	65,184	67,784	70,462	72,573
	2,409.90	2,507.10	2,607.10	2,710.10	2,791.30
	33.24	34.58	35.96	37.38	38.50
<b>BAND 7</b>	56,607	58,926	61,318	63,299	66,276
	2,177.20	2,266.40	2,358.40	2,434.60	2,549.10
	30.03	31.26	32.53	33.58	35.16
	68,933	71,687	74,552	77,529	79,848
	2,651.30	2,757.20	2,867.40	2,981.90	3,071.10
	36.57	38.03	39.55	41.13	42.36
<b>BAND 8</b>	62,337	64,807	67,407	70,085	72,893
	2,397.60	2,492.60	2,592.60	2,695.60	2,803.60
	33.07	34.38	35.76	37.18	38.67
	75,795	78,832	81,998	85,295	87,859
	2,915.20	3,032.00	3,153.80	3,280.60	3,379.20
	40.21	41.82	43.50	45.25	46.61
<b>BAND 9</b>	68,556	71,292	74,157	77,116	80,207
	2,636.80	2,742.00	2,852.20	2,966.00	3,084.90
	36.37	37.82	39.34	40.91	42.55
	83,410	86,728	90,217	93,836	96,644
	3,208.10	3,335.70	3,469.90	3,609.10	3,717.10
	44.25	46.01	47.86	49.78	51.27
<b>Band 10</b>	75,400	78,434	81,564	84,788	88,257
	2,900.00	3,016.70	3,137.10	3,261.10	3,394.50
	40.00	41.61	43.27	44.98	46.82
	91,761	95,399	99,208	103,186	106,277
	3,529.30	3,669.20	3,815.70	3,968.70	4,087.60
	48.68	50.61	52.63	54.74	56.38

## Effective June 15, 2024 to June 13, 2025

<b>BAND 11</b>	82,940	86,257	89,689	93,288	97,039
	3,190.00	3,317.60	3,449.60	3,588.00	3,732.30
	44.00	45.76	47.58	49.49	51.48
	100,924	104,938	109,142	113,477	116,888
	3,881.70	4,036.10	4,197.80	4,364.50	4,495.70
	53.54	55.67	57.90	60.20	62.01

## Salary Schedule "B" (80 hours bi-weekly)

Effective June 19, 2021 to June 17, 2022

<b>BAND 1</b>	33,259	34,611	35,963	37,398	38,916
	1,279.20	1,331.20	1,383.20	1,438.40	1,496.80
	15.99	16.64	17.29	17.98	18.71
	40,456	42,078	43,721	45,510	
	1,556.00	1,618.40	1,681.60	1,750.40	
	19.45	20.23	21.02	21.88	
<b>BAND 2</b>	36,566	38,064	39,561	41,142	42,785
	1,406.40	1,464.00	1,521.60	1,582.40	1,645.60
	17.58	18.30	19.02	19.78	20.57
	44,512	46,280	48,110	50,044	
	1,712.00	1,780.00	1,850.40	1,924.80	
	21.40	22.25	23.13	24.06	
<b>BAND 3</b>	40,248	41,849	43,513	45,281	47,049
	1,548.00	1,609.60	1,673.60	1,741.60	1,809.60
	19.35	20.12	20.92	21.77	22.62
	48,942	50,918	52,936	55,057	
	1,882.40	1,958.40	2,036.00	2,117.60	
	23.53	24.48	25.45	26.47	
<b>BAND 4</b>	44,262	46,009	47,902	49,753	51,771
	1,702.40	1,769.60	1,842.40	1,913.60	1,991.20
	21.28	22.12	23.03	23.92	24.89
	53,851	56,014	58,240	60,569	
	2,071.20	2,154.40	2,240.00	2,329.60	
	25.89	26.93	28.00	29.12	
<b>BAND 5</b>	48,713	50,627	52,686	54,787	57,012
	1,873.60	1,947.20	2,026.40	2,107.20	2,192.80
	23.42	24.34	25.33	26.34	27.41
	59,259	61,609	64,043	66,622	
	2,279.20	2,369.60	2,463.20	2,562.40	
	28.49	29.62	30.79	32.03	

## Effective June 19, 2021 to June 17, 2022

<b>BAND 6</b>	53,601	55,723	57,969	60,299	62,670
	2,061.60	2,143.20	2,229.60	2,319.20	2,410.40
	25.77	26.79	27.87	28.99	30.13
	65,145	67,787	70,470	73,278	
	2,505.60	2,607.20	2,710.40	2,818.40	
	31.32	32.59	33.88	35.23	
<b>BAND 7</b>	58,843	61,276	63,752	66,268	68,910
	2,263.20	2,356.80	2,452.00	2,548.80	2,650.40
	28.29	29.46	30.65	31.86	33.13
	71,676	74,526	77,500	80,600	
	2,756.80	2,866.40	2,980.80	3,100.00	
	34.46	35.83	37.26	38.75	
<b>BAND 8</b>	64,812	67,392	70,096	72,883	75,795
	2,492.80	2,592.00	2,696.00	2,803.20	2,915.20
	31.16	32.40	33.70	35.04	36.44
	78,811	81,972	85,259	88,691	
	3,031.20	3,152.80	3,279.20	3,411.20	
	37.89	39.41	40.99	42.64	
<b>BAND 9</b>	71,281	74,131	77,105	80,184	83,408
	2,741.60	2,851.20	2,965.60	3,084.00	3,208.00
	34.27	35.64	37.07	38.55	40.10
	86,736	90,188	93,808	97,552	
	3,336.00	3,468.80	3,608.00	3,752.00	
	41.70	43.36	45.10	46.90	
<b>BAND 10</b>	78,416	81,556	84,801	88,171	91,769
	3,016.00	3,136.80	3,261.60	3,391.20	3,529.60
	37.70	39.21	40.77	42.39	44.12
	95,409	99,216	103,168	107,307	
	3,669.60	3,816.00	3,968.00	4,127.20	
	45.87	47.70	49.60	51.59	

## Effective June 19, 2021 to June 17, 2022

<b>BAND 11</b>	86,236	89,689	93,267	97,011	100,900
	3,316.80	3,449.60	3,587.20	3,731.20	3,880.80
	41.46	43.12	44.84	46.64	48.51
	104,936	109,116	113,484	117,998	
	4,036.00	4,196.80	4,364.80	4,538.40	
	50.45	52.46	54.56	56.73	

## Effective June 18, 2022 to June 16, 2023

<b>BAND 1</b>	33,924	35,297	36,691	38,147	39,686
	1,304.80	1,357.60	1,411.20	1,467.20	1,526.40
	16.31	16.97	17.64	18.34	19.08
	41,267	42,910	44,595	46,425	
	1,587.20	1,650.40	1,715.20	1,785.60	
	19.84	20.63	21.44	22.32	
<b>BAND 2</b>	37,294	38,833	40,352	41,974	43,638
	1,434.40	1,493.60	1,552.00	1,614.40	1,678.40
	17.93	18.67	19.40	20.18	20.98
	45,406	47,216	49,067	51,043	
	1,746.40	1,816.00	1,887.20	1,963.20	
	21.83	22.70	23.59	24.54	
<b>BAND 3</b>	41,059	42,681	44,387	46,196	47,985
	1,579.20	1,641.60	1,707.20	1,776.80	1,845.60
	19.74	20.52	21.34	22.21	23.07
	49,920	51,937	53,996	56,160	
	1,920.00	1,997.60	2,076.80	2,160.00	
	24.00	24.97	25.96	27.00	
<b>BAND 4</b>	45,156	46,924	48,859	50,752	52,811
	1,736.80	1,804.80	1,879.20	1,952.00	2,031.20
	21.71	22.56	23.49	24.40	25.39
	54,932	57,137	59,404	61,776	
	2,112.80	2,197.60	2,284.80	2,376.00	
	26.41	27.47	28.56	29.70	
<b>BAND 5</b>	49,691	51,646	53,747	55,889	58,156
	1,911.20	1,986.40	2,067.20	2,149.60	2,236.80
	23.89	24.83	25.84	26.87	27.96
	60,444	62,836	65,332	67,953	
	2,324.80	2,416.80	2,512.80	2,613.60	
	29.06	30.21	31.41	32.67	

## Effective June 18, 2022 to June 16, 2023

<b>BAND 6</b>	54,683	56,846	59,134	61,505	63,918
	2,103.20	2,186.40	2,274.40	2,365.60	2,458.40
	26.29	27.33	28.43	29.57	30.73
	66,456	69,139	71,884	74,734	
	2,556.00	2,659.20	2,764.80	2,874.40	
	31.95	33.24	34.56	35.93	
<b>BAND 7</b>	60,028	62,504	65,020	67,600	70,283
	2,308.80	2,404.00	2,500.80	2,600.00	2,703.20
	28.86	30.05	31.26	32.50	33.79
	73,112	76,024	79,060	82,222	
	2,812.00	2,924.00	3,040.80	3,162.40	
	35.15	36.55	38.01	39.53	
<b>BAND 8</b>	66,102	68,744	71,489	74,339	77,313
	2,542.40	2,644.00	2,749.60	2,859.20	2,973.60
	31.78	33.05	34.37	35.74	37.17
	80,392	83,616	86,964	90,459	
	3,092.00	3,216.00	3,344.80	3,479.20	
	38.65	40.20	41.81	43.49	
<b>BAND 9</b>	72,716	75,608	78,644	81,785	85,072
	2,796.80	2,908.00	3,024.80	3,145.60	3,272.00
	34.96	36.35	37.81	39.32	40.90
	88,462	91,998	95,680	99,507	
	3,402.40	3,538.40	3,680.00	3,827.20	
	42.53	44.23	46.00	47.84	
<b>BAND 10</b>	79,976	83,179	86,507	89,939	93,600
	3,076.00	3,199.20	3,327.20	3,459.20	3,600.00
	38.45	39.99	41.59	43.24	45.00
	97,323	101,192	105,227	109,449	
	3,743.20	3,892.00	4,047.20	4,209.60	
	46.79	48.65	50.59	52.62	



## Effective June 18, 2022 to June 16, 2023

<b>BAND 11</b>	87,963	91,478	95,139	98,945	102,918
	3,383.20	3,518.40	3,659.20	3,805.60	3,958.40
	42.29	43.98	45.74	47.57	49.48
	107,036	111,300	115,752	120,348	
	4,116.80	4,280.80	4,452.00	4,628.80	
	51.46	53.51	55.65	57.86	

## Effective June 17, 2023 to June 14, 2024

<b>BAND 1</b>	34,611	36,004	37,419	38,916	40,476
	1,331.20	1,384.80	1,439.20	1,496.80	1,556.80
	16.64	17.31	17.99	18.71	19.46
	42,099	43,763	45,489	47,361	
	1,619.20	1,683.20	1,749.60	1,821.60	
	20.24	21.04	21.87	22.77	
<b>BAND 2</b>	38,043	39,603	41,163	42,806	44,512
	1,463.20	1,523.20	1,583.20	1,646.40	1,712.00
	18.29	19.04	19.79	20.58	21.40
	46,321	48,152	50,044	52,062	
	1,781.60	1,852.00	1,924.80	2,002.40	
	22.27	23.15	24.06	25.03	
<b>BAND 3</b>	41,870	43,534	45,281	47,112	48,942
	1,610.40	1,674.40	1,741.60	1,812.00	1,882.40
	20.13	20.93	21.77	22.65	23.53
	50,918	52,977	55,078	57,283	
	1,958.40	2,037.60	2,118.40	2,203.20	
	24.48	25.47	26.48	27.54	
<b>BAND 4</b>	46,051	47,860	49,836	51,771	53,872
	1,771.20	1,840.80	1,916.80	1,991.20	2,072.00
	22.14	23.01	23.96	24.89	25.90
	56,035	58,281	60,590	63,003	
	2,155.20	2,241.60	2,330.40	2,423.20	
	26.94	28.02	29.13	30.29	
<b>BAND 5</b>	50,689	52,686	54,828	57,012	59,321
	1,949.60	2,026.40	2,108.80	2,192.80	2,281.60
	24.37	25.33	26.36	27.41	28.52
	61,651	64,084	66,643	69,305	
	2,371.20	2,464.80	2,563.20	2,665.60	
	29.64	30.81	32.04	33.32	

## Effective June 17, 2023 to June 14, 2024

<b>BAND 6</b>	55,785	57,990	60,320	62,732	65,187
	2,145.60	2,230.40	2,320.00	2,412.80	2,507.20
	26.82	27.88	29.00	30.16	31.34
	67,787	70,512	73,320	76,232	
	2,607.20	2,712.00	2,820.00	2,932.00	
	32.59	33.90	35.25	36.65	
<b>BAND 7</b>	61,235	63,752	66,331	68,952	71,697
	2,355.20	2,452.00	2,551.20	2,652.00	2,757.60
	29.44	30.65	31.89	33.15	34.47
	74,568	77,542	80,641	83,865	
	2,868.00	2,982.40	3,101.60	3,225.60	
	35.85	37.28	38.77	40.32	
<b>BAND 8</b>	67,433	70,116	72,924	75,816	78,852
	2,593.60	2,696.80	2,804.80	2,916.00	3,032.80
	32.42	33.71	35.06	36.45	37.91
	81,993	85,280	88,712	92,268	
	3,153.60	3,280.00	3,412.00	3,548.80	
	39.42	41.00	42.65	44.36	
<b>BAND 9</b>	74,172	77,126	80,225	83,428	86,777
	2,852.80	2,966.40	3,085.60	3,208.80	3,337.60
	35.66	37.08	38.57	40.11	41.72
	90,230	93,828	97,593	101,504	
	3,470.40	3,608.80	3,753.60	3,904.00	
	43.38	45.11	46.92	48.80	
<b>BAND 10</b>	81,577	84,843	88,233	91,728	95,472
	3,137.60	3,263.20	3,393.60	3,528.00	3,672.00
	39.22	40.79	42.42	44.10	45.90
	99,278	103,209	107,328	111,633	
	3,818.40	3,969.60	4,128.00	4,293.60	
	47.73	49.62	51.60	53.67	

## Effective June 17, 2023 to June 14, 2024

<b>BAND 11</b>	89,731	93,308	97,032	100,921	104,977
	3,451.20	3,588.80	3,732.00	3,881.60	4,037.60
	43.14	44.86	46.65	48.52	50.47
	109,179	113,526	118,060	122,761	
	4,199.20	4,366.40	4,540.80	4,721.60	
	52.49	54.58	56.76	59.02	

## Effective June 15, 2024 to June 13, 2025

<b>BAND 1</b>	35,297	36,732	38,168	39,686	41,288
	1,357.60	1,412.80	1,468.00	1,526.40	1,588.00
	16.97	17.66	18.35	19.08	19.85
	42,931	44,636	46,404	48,318	49,774
	1,651.20	1,716.80	1,784.80	1,858.40	1,914.40
	20.64	21.46	22.31	23.23	23.93
<b>BAND 2</b>	38,812	40,393	41,995	43,659	45,406
	1,492.80	1,553.60	1,615.20	1,679.20	1,746.40
	18.66	19.42	20.19	20.99	21.83
	47,257	49,108	51,043	53,102	54,704
	1,817.60	1,888.80	1,963.20	2,042.40	2,104.00
	22.72	23.61	24.54	25.53	26.30
<b>BAND 3</b>	42,702	44,408	46,196	48,048	49,920
	1,642.40	1,708.00	1,776.80	1,848.00	1,920.00
	20.53	21.35	22.21	23.10	24.00
	51,937	54,038	56,180	58,427	60,174
	1,997.60	2,078.40	2,160.80	2,247.20	2,314.40
	24.97	25.98	27.01	28.09	28.93
<b>BAND 4</b>	46,966	48,817	50,835	52,811	54,953
	1,806.40	1,877.60	1,955.20	2,031.20	2,113.60
	22.58	23.47	24.44	25.39	26.42
	57,158	59,446	61,796	64,272	66,206
	2,198.40	2,286.40	2,376.80	2,472.00	2,546.40
	27.48	28.58	29.71	30.90	31.83
<b>BAND 5</b>	51,708	53,747	55,931	58,156	60,507
	1,988.80	2,067.20	2,151.20	2,236.80	2,327.20
	24.86	25.84	26.89	27.96	29.09
	62,878	65,374	67,974	70,699	72,820
	2,418.40	2,514.40	2,614.40	2,719.20	2,800.80
	30.23	31.43	32.68	33.99	35.01

## Effective June 15, 2024 to June 13, 2025

<b>BAND 6</b>	56,908	59,155	61,526	63,980	66,497
	2,188.80	2,275.20	2,366.40	2,460.80	2,557.60
	27.36	28.44	29.58	30.76	31.97
	69,139	71,926	74,796	77,750	80,080
	2,659.20	2,766.40	2,876.80	2,990.40	3,080.00
	33.24	34.58	35.96	37.38	38.50
<b>BAND 7</b>	62,462	65,020	67,662	70,324	73,132
	2,402.40	2,500.80	2,602.40	2,704.80	2,812.80
	30.03	31.26	32.53	33.81	35.16
	76,065	79,102	82,264	85,550	88,108
	2,925.60	3,042.40	3,164.00	3,290.40	3,388.80
	36.57	38.03	39.55	41.13	42.36
<b>BAND 8</b>	68,785	71,510	74,380	77,334	80,433
	2,645.60	2,750.40	2,860.80	2,974.40	3,093.60
	33.07	34.38	35.76	37.18	38.67
	83,636	86,985	90,480	94,120	96,948
	3,216.80	3,345.60	3,480.00	3,620.00	3,728.80
	40.21	41.82	43.50	45.25	46.61
<b>BAND 9</b>	75,649	78,665	81,827	85,092	88,504
	2,909.60	3,025.60	3,147.20	3,272.80	3,404.00
	36.37	37.82	39.34	40.91	42.55
	92,040	95,700	99,548	103,542	106,641
	3,540.00	3,680.80	3,828.80	3,982.40	4,101.60
	44.25	46.01	47.86	49.78	51.27
<b>BAND 10</b>	83,200	86,548	90,001	93,558	97,385
	3,200.00	3,328.80	3,461.60	3,598.40	3,745.60
	40.00	41.61	43.27	44.98	46.82
	101,254	105,268	109,470	113,859	117,270
	3,894.40	4,048.80	4,210.40	4,379.20	4,510.40
	48.68	50.61	52.63	54.74	56.38

## Effective June 15, 2024 to June 13, 2025

<b>BAND 11</b>	91,520	95,180	98,966	102,939	107,078
	3,520.00	3,660.80	3,806.40	3,959.20	4,118.40
	44.00	45.76	47.58	49.49	51.48
	111,363	115,793	120,432	125,216	128,980
	4,283.20	4,453.60	4,632.00	4,816.00	4,960.80
	53.54	55.67	57.90	60.20	62.01

**Salary Schedule “C” (Instructor, 72.5 hours bi-weekly)**

Effective June 19, 2021 to June 17, 2022

INSTRUCTOR	59,716	61,846	64,090	66,541	68,991	71,554
	2,296.80	2,378.70	2,465.00	2,559.30	2,653.50	2,752.10
	31.68	32.81	34.00	35.30	36.60	37.96
	74,269	77,173	80,132	83,129	85,183	88,688
	2,856.50	2,968.20	3,082.00	3,197.30	3,276.30	3,411.10
	39.40	40.94	42.51	44.10	45.19	47.05

Effective June 18, 2022 to June 16, 2023

INSTRUCTOR	60,905	63,091	65,371	67,878	70,366	72,987
	2,342.50	2,426.60	2,514.30	2,610.70	2,706.40	2,807.20
	32.31	33.47	34.68	36.01	37.33	38.72
	75,758	78,717	81,733	84,788	86,879	90,461
	2,913.80	3,027.60	3,143.60	3,261.10	3,341.50	3,479.30
	40.19	41.76	43.36	44.98	46.09	47.99

Effective June 17, 2023 to June 14, 2024

INSTRUCTOR	62,129	64,355	66,671	69,235	71,780	74,438
	2,389.60	2,475.20	2,564.30	2,662.90	2,760.80	2,863.00
	32.96	34.14	35.37	36.73	38.08	39.49
	77,266	80,301	83,374	86,483	88,613	92,271
	2,971.80	3,088.50	3,206.70	3,326.30	3,408.20	3,548.90
	40.99	42.60	44.23	45.88	47.01	48.95

Effective June 15, 2024 to June 13, 2025

INSTRUCTOR	63,375	65,637	68,010	70,613	73,213	75,927
	2,437.50	2,524.50	2,615.80	2,715.90	2,815.90	2,920.30
	33.62	34.82	36.08	37.46	38.84	40.28
	78,811	81,902	85,033	88,218	90,386	94,117
	3,031.20	3,150.10	3,270.50	3,393.00	3,476.40	3,619.90
	41.81	43.45	45.11	46.80	47.95	49.93
	96,946					
	3,728.70					
	51.43					



## Salary Schedule "D" (72.5 hours bi-weekly)

Effective June 19, 2021 to June 17, 2022

ADMINISTRATIVE OFFICER 1	52,083	53,723	55,476		
	2,003.20	2,066.30	2,133.70		
	27.63	28.50	29.43		
	57,361	59,397	61,451		
	2,206.20	2,284.50	2,363.50		
	30.43	31.51	32.60		
COMPUTER PROGRAMMER 1	51,781	53,552	55,211	57,153	59,095
	1,991.60	2,059.70	2,123.50	2,198.20	2,272.90
	27.47	28.41	29.29	30.32	31.35
	61,206	63,429	65,787	68,068	70,613
	2,354.10	2,439.60	2,530.30	2,618.00	2,715.90
	32.47	33.65	34.90	36.11	37.46
COMPUTER PROGRAMMER 2A	60,244	62,337	64,542	66,768	69,180
	2,317.10	2,397.60	2,482.40	2,568.00	2,660.80
	31.96	33.07	34.24	35.42	36.70
	71,705	74,458	77,227	80,113	
	2,757.90	2,863.80	2,970.30	3,081.30	
	38.04	39.50	40.97	42.50	
STATISTICAL ANALYST 2	63,393	65,787	68,143	70,631	
	2,438.20	2,530.30	2,620.90	2,716.60	
	33.63	34.90	36.15	37.47	
	73,421	76,172	79,151		
	2,823.90	2,929.70	3,044.30		
	38.95	40.41	41.99		

## Effective June 18, 2022 to June 16, 2023

ADMINISTRATIVE OFFICER 1	53,120	54,797	56,589		
	2,043.10	2,107.60	2,176.50		
	28.18	29.07	30.02		
	58,510	60,585	62,675		
	2,250.40	2,330.20	2,410.60		
	31.04	32.14	33.25		
COMPUTER PROGRAMMER 1	52,819	54,628	56,323	58,302	60,283
	2,031.50	2,101.10	2,166.30	2,242.40	2,318.60
	28.02	28.98	29.88	30.93	31.98
	62,431	64,693	67,106	69,425	72,025
	2,401.20	2,488.20	2,581.00	2,670.20	2,770.20
	33.12	34.32	35.60	36.83	38.21
COMPUTER PROGRAMMER 2A	61,451	63,580	65,824	68,104	70,556
	2,363.50	2,445.40	2,531.70	2,619.40	2,713.70
	32.60	33.73	34.92	36.13	37.43
	73,138	75,946	78,774	81,715	
	2,813.00	2,921.00	3,029.80	3,142.90	
	38.80	40.29	41.79	43.35	
STATISTICAL ANALYST 2	64,656	67,106	69,500	72,046	
	2,486.80	2,581.00	2,673.10	2,771.00	
	34.30	35.60	36.87	38.22	
	74,890	77,701	80,735		
	2,880.40	2,988.50	3,105.20		
	39.73	41.22	42.83		

## Effective June 17, 2023 to June 14, 2024

ADMINISTRATIVE OFFICER 1	54,176	55,889	57,720		
	2,083.70	2,149.60	2,220.00		
	28.74	29.65	30.62		
	59,680	61,791	63,939		
	2,295.40	2,376.60	2,459.20		
	31.66	32.78	33.92		
COMPUTER PROGRAMMER 1	53,874	55,720	57,454	59,472	61,490
	2,072.10	2,143.10	2,209.80	2,287.40	2,365.00
	28.58	29.56	30.48	31.55	32.62
	63,676	65,993	68,445	70,818	73,457
	2,449.10	2,538.20	2,632.50	2,723.80	2,825.30
	33.78	35.01	36.31	37.57	38.97
COMPUTER PROGRAMMER 2A	62,675	64,844	67,145	69,461	71,970
	2,410.60	2,494.00	2,582.50	2,671.60	2,768.10
	33.25	34.40	35.62	36.85	38.18
	74,609	77,474	80,358	83,356	
	2,869.60	2,979.80	3,090.70	3,206.00	
	39.58	41.10	42.63	44.22	

## Effective June 15, 2024 to June 13, 2025

ADMINISTRATIVE OFFICER 1	55,250	57,002	58,869	60,866	
	2,125.00	2,192.40	2,264.20	2,341.00	
	29.31	30.24	31.23	32.29	
	63,034	65,221	67,181		
	2,424.40	2,508.50	2,583.90		
	33.44	34.60	35.64		
COMPUTER PROGRAMMER 1	54,948	56,833	58,604	60,660	62,714
	2,113.40	2,185.90	2,254.00	2,333.10	2,412.10
	29.15	30.15	31.09	32.18	33.27
	64,958	67,314	69,820	72,233	74,929
	2,498.40	2,589.00	2,685.40	2,778.20	2,881.90
	34.46	35.71	37.04	38.32	39.75
	77,173				
	2,968.20				
	40.94				
COMPUTER PROGRAMMER 2A	63,939	66,144	68,481	70,857	73,403
	2,459.20	2,544.00	2,633.90	2,725.30	2,823.20
	33.92	35.09	36.33	37.59	38.94
	76,096	79,019	81,959	85,014	87,557
	2,926.80	3,039.20	3,152.30	3,269.80	3,367.60
	40.37	41.92	43.48	45.10	46.45

## Salary Schedule "E" (72.5 hours bi-weekly)

Effective June 19, 2021 to June 17, 2022

## IT 6 - Computer Programmer; Networking Analyst; Workstation Management Technician

	53,458	55,588	57,795	60,093	62,488
	2,056.10	2,138.00	2,222.90	2,311.30	2,403.40
	28.36	29.49	30.66	31.88	33.15

Band 6 Hourly	25.77	26.79	27.87	28.99	30.13
Market Sup	2.59	2.70	2.79	2.89	3.02

	64,958	67,558	70,215	73,080
	2,498.40	2,598.40	2,700.60	2,810.80
	34.46	35.84	37.25	38.77

Band 6 Hourly	31.32	32.59	33.88	35.23
Market Sup	3.14	3.25	3.37	3.54

## IT 7 - Technical Specialist; Computer Programmer/Analyst

	58,679	61,074	63,562	66,050	68,671
	2,256.90	2,349.00	2,444.70	2,540.40	2,641.20
	31.13	32.40	33.72	35.04	36.43

Band 7 Hourly	28.29	29.46	30.65	31.86	33.13
Market Sup	2.84	2.94	3.07	3.18	3.30

	71,442	74,344	77,303	80,376
	2,747.80	2,859.40	2,973.20	3,091.40
	37.90	39.44	41.01	42.64

Band 7 Hourly	34.46	35.83	37.26	38.75
Market Sup	3.44	3.61	3.75	3.89

## IT 8 - Senior Network Analyst; Senior Computer/Programmer Analyst; Senior Tech Support Specialist; Database Programmer/Analyst; Senior Workstation Management Tech

	64,636	67,181	69,859	72,685	75,626
	2,486.00	2,583.90	2,686.90	2,795.60	2,908.70
	34.29	35.64	37.06	38.56	40.12

Band 8 Hourly	31.16	32.40	33.70	35.04	36.44
Market Sup	3.13	3.24	3.36	3.52	3.68

	78,605	81,733	84,994	88,426
	3,023.30	3,143.60	3,269.00	3,401.00
	41.70	43.36	45.09	46.91

Band 8 Hourly	37.89	39.41	40.99	42.64
Market Sup	3.81	3.95	4.10	4.27

## Effective June 19, 2021 to June 17, 2022

**ITS - Senior Information Security Analyst**

	66,973	69,633	72,441	75,324	78,304
	2,575.90	2,678.20	2,786.20	2,897.10	3,011.70
	35.53	36.94	38.43	39.96	41.54
<b>Band 8 Hourly</b>	31.16	32.40	33.70	35.04	36.44
<b>Market Sup</b>	4.37	4.54	4.73	4.92	5.10
	81,432	84,692	88,085	91,629	
	3,132.00	3,257.40	3,387.90	3,524.20	
	43.20	44.93	46.73	48.61	
<b>Band 8 Hourly</b>	37.89	39.41	40.99	42.64	
<b>Market Sup</b>	5.31	5.52	5.74	5.97	

**IT 9 - Networking and Communications Supervisor; Workstation Management Supervisor; Supervisor, Server Admin and Support; Supervisor Database Administration; Application Development Supervisor**

	71,045	73,910	76,889	79,924	83,148
	2,732.50	2,842.70	2,957.30	3,074.00	3,198.00
	37.69	39.21	40.79	42.40	44.11
<b>Band 9 Hourly</b>	34.27	35.64	37.07	38.55	40.10
<b>Market Sup</b>	3.42	3.57	3.72	3.85	4.01
	86,465	89,876	93,514	97,266	
	3,325.60	3,456.80	3,596.70	3,741.00	
	45.87	47.68	49.61	51.60	
<b>Band 9 Hourly</b>	41.70	43.36	45.10	46.90	
<b>Market Sup</b>	4.17	4.32	4.51	4.70	

The Market Supplement is not permanent.

The initial Market Supplement became effective June 20, 2009. The Market Supplement is reviewed in subsequent 5 year periods, and continues to remain in place.

Any change to this Market Supplement will be captured under separate Memorandum of Agreement and will include the negotiated General Salary Increase.

Effective June 18, 2022 to June 16, 2023

**IT 6 - Computer Programmer; Networking Analyst; Workstation Management Technician**

	54,532	56,700	58,962	61,300	63,731
	2,097.40	2,180.80	2,267.80	2,357.70	2,451.20
	28.93	30.08	31.28	32.52	33.81
<b>Band 6 Hourly</b>	26.29	27.33	28.43	29.57	30.73
<b>Market Sup</b>	2.64	2.75	2.85	2.95	3.08
	66,258	68,915	71,630	74,534	
	2,548.40	2,650.60	2,755.00	2,866.70	
	35.15	36.56	38.00	39.54	
<b>Band 6 Hourly</b>	31.95	33.24	34.56	35.93	
<b>Market Sup</b>	3.20	3.32	3.44	3.61	

**IT 7 - Technical Specialist; Computer Programmer/Analyst**

	59,867	62,298	64,825	67,371	70,046
	2,302.60	2,396.10	2,493.30	2,591.20	2,694.10
	31.76	33.05	34.39	35.74	37.16
<b>Band 7 Hourly</b>	28.86	30.05	31.26	32.50	33.79
<b>Market Sup</b>	2.90	3.00	3.13	3.24	3.37
	72,875	75,834	78,868	81,998	
	2,802.90	2,916.70	3,033.40	3,153.80	
	38.66	40.23	41.84	43.50	
<b>Band 7 Hourly</b>	35.15	36.55	38.01	39.53	
<b>Market Sup</b>	3.51	3.68	3.83	3.97	

**IT 8 - Senior Network Analyst; Senior Computer/Programmer Analyst; Senior Tech Support Specialist; Database Programmer/Analyst; Senior Workstation Management Tech**

	65,917	68,520	71,253	74,136	77,134
	2,535.30	2,635.40	2,740.50	2,851.40	2,966.70
	34.97	36.35	37.80	39.33	40.92
<b>Band 8 Hourly</b>	31.78	33.05	34.37	35.74	37.17
<b>Market Sup</b>	3.19	3.30	3.43	3.59	3.75
	80,189	83,374	86,691	90,196	
	3,084.20	3,206.70	3,334.30	3,469.10	
	42.54	44.23	45.99	47.85	
<b>Band 8 Hourly</b>	38.65	40.20	41.81	43.49	
<b>Market Sup</b>	3.89	4.03	4.18	4.36	

## Effective June 18, 2022 to June 16, 2023

## ITS - Senior Information Security Analyst

	68,312	71,026	73,873	76,832	79,866
	2,627.40	2,731.80	2,841.30	2,955.10	3,071.80
	36.24	37.68	39.19	40.76	42.37
<b>Band 8 Hourly</b>	31.78	33.05	34.37	35.74	37.17
<b>Market Sup</b>	4.46	4.63	4.82	5.02	5.20
	83,072	86,390	89,840	93,459	
	3,195.10	3,322.70	3,455.40	3,594.60	
	44.07	45.83	47.66	49.58	
<b>Band 8 Hourly</b>	38.65	40.20	41.81	43.49	
<b>Market Sup</b>	5.42	5.63	5.85	6.09	

## IT 9 - Networking and Communications Supervisor; Workstation Management Supervisor; Supervisor, Server Admin and Support; Supervisor Database Administration; Application Development Supervisor

	72,477	75,381	78,416	81,525	84,806
	2,787.60	2,899.30	3,016.00	3,135.60	3,261.80
	38.45	39.99	41.60	43.25	44.99
<b>Band 9 Hourly</b>	34.96	36.35	37.81	39.32	40.90
<b>Market Sup</b>	3.49	3.64	3.79	3.93	4.09
	88,181	91,686	95,381	99,208	
	3,391.60	3,526.40	3,668.50	3,815.70	
	46.78	48.64	50.60	52.63	
<b>Band 9 Hourly</b>	42.53	44.23	46.00	47.84	
<b>Market Sup</b>	4.25	4.41	4.60	4.79	

## Effective November 19, 2022

## IT10 - IT Manager

	79,302	82,469	85,787	89,180	92,799
	3,050.10	3,171.90	3,299.50	3,430.00	3,569.20
	42.07	43.75	45.51	47.31	49.23
<b>Band 10 Hourly</b>	38.23	39.75	41.34	42.99	44.73
<b>Market Sup</b>	3.84	4.00	4.17	4.32	4.50
	96,493	100,300	104,353	108,539	
	3,711.30	3,857.70	4,013.60	4,174.60	
	51.19	53.21	55.36	57.58	
<b>Band 10 Hourly</b>	46.51	48.36	50.30	52.31	
<b>Market Sup</b>	4.68	4.85	5.06	5.27	

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## Effective June 17, 2023 to June 14, 2024

**IT 6 - Computer Programmer; Networking Analyst; Workstation Management Technician**

	55,627	57,850	60,151	62,524	64,994
	2,139.50	2,225.00	2,313.50	2,404.80	2,499.80
	29.51	30.69	31.91	33.17	34.48
<b>Band 6 Hourly</b>	26.82	27.88	29.00	30.16	31.34
<b>Market Sup</b>	2.69	2.81	2.91	3.01	3.14
	67,576	70,291	73,062	76,021	
	2,599.10	2,703.50	2,810.10	2,923.90	
	35.85	37.29	38.76	40.33	
<b>Band 6 Hourly</b>	32.59	33.90	35.25	36.65	
<b>Market Sup</b>	3.26	3.39	3.51	3.68	

**IT 7 - Technical Specialist; Computer Programmer/Analyst**

	61,074	63,544	66,125	68,707	71,461
	2,349.00	2,444.00	2,543.30	2,642.60	2,748.50
	32.40	33.71	35.08	36.45	37.91
<b>Band 7 Hourly</b>	29.44	30.65	31.89	33.15	34.47
<b>Market Sup</b>	2.96	3.06	3.19	3.30	3.44
	74,326	77,342	80,451	83,636	
	2,858.70	2,974.70	3,094.30	3,216.80	
	39.43	41.03	42.68	44.37	
<b>Band 7 Hourly</b>	35.85	37.28	38.77	40.32	
<b>Market Sup</b>	3.58	3.75	3.91	4.05	

**IT 8 - Senior Network Analyst; Senior Computer/Programmer Analyst; Senior Tech Support Specialist; Database Programmer/Analyst; Senior Workstation Management Tech**

	67,238	69,895	72,685	75,608	78,681
	2,586.10	2,688.30	2,795.60	2,908.00	3,026.20
	35.67	37.08	38.56	40.11	41.74
<b>Band 8 Hourly</b>	32.42	33.71	35.06	36.45	37.91
<b>Market Sup</b>	3.25	3.37	3.50	3.66	3.83
	81,790	85,033	88,426	92,006	
	3,145.80	3,270.50	3,401.00	3,538.70	
	43.39	45.11	46.91	48.81	
<b>Band 8 Hourly</b>	39.42	41.00	42.65	44.36	
<b>Market Sup</b>	3.97	4.11	4.26	4.45	

Effective June 17, 2023 to June 14, 2024

**ITS - Senior Information Security Analyst**

	69,687	72,441	75,363	78,358	81,450
	2,680.30	2,786.20	2,898.60	3,013.80	3,132.70
	36.97	38.43	39.98	41.57	43.21
<b>Band 8 Hourly</b>	32.42	33.71	35.06	36.45	37.91
<b>Market Sup</b>	4.55	4.72	4.92	5.12	5.30
	84,731	88,106	91,650	95,323	
	3,258.90	3,388.70	3,525.00	3,666.30	
	44.95	46.74	48.62	50.57	
<b>Band 8 Hourly</b>	39.42	41.00	42.65	44.36	
<b>Market Sup</b>	5.53	5.74	5.97	6.21	

**IT 9 - Networking and Communications Supervisor; Workstation Management Supervisor; Supervisor, Server Admin and Support; Supervisor Database Administration; Application Development Supervisor**

	73,931	76,889	79,999	83,166	86,502
	2,843.50	2,957.30	3,076.90	3,198.70	3,327.00
	39.22	40.79	42.44	44.12	45.89
<b>Band 9 Hourly</b>	35.66	37.08	38.57	40.11	41.72
<b>Market Sup</b>	3.56	3.71	3.87	4.01	4.17
	89,952	93,514	97,284	101,205	
	3,459.70	3,596.70	3,741.70	3,892.50	
	47.72	49.61	51.61	53.69	
<b>Band 9 Hourly</b>	43.38	45.11	46.92	48.80	
<b>Market Sup</b>	4.34	4.50	4.69	4.89	

**IT10 - IT Manager**

	80,886	84,128	87,503	90,971	94,645
	3,111.00	3,235.70	3,365.50	3,498.90	3,640.20
	42.91	44.63	46.42	48.26	50.21
<b>Band 10 Hourly</b>	38.99	40.55	42.17	43.85	45.62
<b>Market Sup</b>	3.92	4.08	4.25	4.41	4.59
	98,415	102,317	106,446	110,726	
	3,785.20	3,935.30	4,094.10	4,258.70	
	52.21	54.28	56.47	58.74	
<b>Band 10 Hourly</b>	47.44	49.33	51.31	53.36	
<b>Market Sup</b>	4.77	4.95	5.16	5.38	

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**IT 6 - Computer Programmer; Networking Analyst; Workstation Management Technician**

	56,739	59,020	61,357	63,770	66,294
	2,182.30	2,270.00	2,359.90	2,452.70	2,549.80
	30.10	31.31	32.55	33.83	35.17
<b>Band 6 Hourly</b>	27.36	28.44	29.58	30.76	31.97
<b>Market Sup</b>	2.74	2.87	2.97	3.07	3.20
	68,933	71,705	74,534	77,529	79,848
	2,651.30	2,757.90	2,866.70	2,981.90	3,071.10
	36.57	38.04	39.54	41.13	42.36
<b>Band 6 Hourly</b>	33.24	34.58	35.96	37.38	38.50
<b>Market Sup</b>	3.33	3.46	3.58	3.75	3.86

**IT 7 - Technical Specialist; Computer Programmer/Analyst**

	62,298	64,807	67,446	70,085	72,893
	2,396.10	2,492.60	2,594.10	2,695.60	2,803.60
	33.05	34.38	35.78	37.18	38.67
<b>Band 7 Hourly</b>	30.03	31.26	32.53	33.81	35.16
<b>Market Sup</b>	3.02	3.12	3.25	3.37	3.51
	75,816	78,907	82,074	85,316	87,859
	2,916.00	3,034.90	3,156.70	3,281.40	3,379.20
	40.22	41.86	43.54	45.26	46.61
<b>Band 7 Hourly</b>	36.57	38.03	39.55	41.13	42.36
<b>Market Sup</b>	3.65	3.83	3.99	4.13	4.25

**IT 8 - Senior Network Analyst; Senior Computer/Programmer Analyst; Senior Tech Support Specialist; Database Programmer/Analyst; Senior Workstation Management Tech**

	68,595	71,292	74,136	77,116	80,264
	2,638.30	2,742.00	2,851.40	2,966.00	3,087.10
	36.39	37.82	39.33	40.91	42.58
<b>Band 8 Hourly</b>	33.07	34.38	35.76	37.18	38.67
<b>Market Sup</b>	3.32	3.44	3.57	3.73	3.91
	83,431	86,728	90,196	93,854	96,681
	3,208.90	3,335.70	3,469.10	3,609.80	3,718.50
	44.26	46.01	47.85	49.79	51.29
<b>Band 8 Hourly</b>	40.21	41.82	43.50	45.25	46.61
<b>Market Sup</b>	4.05	4.19	4.35	4.54	4.68

## Effective June 15, 2024 to June 13, 2025

<b>ITS - Senior Information Security Analyst</b>					
	71,084	73,873	76,871	79,924	83,090
	2,734.00	2,841.30	2,956.60	3,074.00	3,195.80
	37.71	39.19	40.78	42.40	44.08
<b>Band 8 Hourly</b>	33.07	34.38	35.76	37.18	38.67
<b>Market Sup</b>	4.64	4.81	5.02	5.22	5.41
	86,426	89,858	93,477	97,229	100,149
	3,324.10	3,456.10	3,595.30	3,739.60	3,851.90
	45.85	47.67	49.59	51.58	53.13
<b>Band 8 Hourly</b>	40.21	41.82	43.50	45.25	46.61
<b>Market Sup</b>	5.64	5.85	6.09	6.33	6.52
<b>IT 9 - Networking and Communications Supervisor; Workstation Management Supervisor; Supervisor, Server Admin and Support; Supervisor Database Administration; Application Development Supervisor</b>					
	75,400	78,416	81,601	84,825	88,218
	2,900.00	3,016.00	3,138.50	3,262.50	3,393.00
	40.00	41.60	43.29	45.00	46.80
<b>Band 9 Hourly</b>	36.37	37.82	39.34	40.91	42.55
<b>Market Sup</b>	3.63	3.78	3.95	4.09	4.25
	91,761	95,381	99,226	103,240	106,332
	3,529.30	3,668.50	3,816.40	3,970.80	4,089.70
	48.68	50.60	52.64	54.77	56.41
<b>Band 9 Hourly</b>	44.25	46.01	47.86	49.78	51.27
<b>Market Sup</b>	4.43	4.59	4.78	4.99	5.14
<b>IT10 - IT Manager</b>					
	82,505	85,805	89,255	92,799	96,530
	3,173.30	3,300.20	3,432.90	3,569.20	3,712.70
	43.77	45.52	47.35	49.23	51.21
<b>Band 10 Hourly</b>	39.77	41.36	43.01	44.73	46.53
<b>Market Sup</b>	4.00	4.16	4.34	4.50	4.68
	100,396	104,371	108,576	112,949	116,324
	3,861.40	4,014.30	4,176.00	4,344.20	4,474.00
	53.26	55.37	57.60	59.92	61.71
<b>Band 10 Hourly</b>	48.39	50.32	52.34	54.43	56.06
<b>Market Sup</b>	4.87	5.05	5.26	5.49	5.65

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## Salary Schedule "F" (80 hours bi-weekly)

Effective June 19, 2021 to June 17, 2022

**FOOD SERVICE WORKER 1**

Schedule C	26,145	27,206
	1,005.60	1,046.40
	12.57	13.08

**FOOD SERVICE WORKER 2**

Schedule A	40,248	41,849	43,513	45,281	47,049	48,942
	1,548.00	1,609.60	1,673.60	1,741.60	1,809.60	1,882.40
	19.35	20.12	20.92	21.77	22.62	23.53
Schedule B	30,659	31,886	33,155	34,486	35,880	37,294
	1,179.20	1,226.40	1,275.20	1,326.40	1,380.00	1,434.40
	14.74	15.33	15.94	16.58	17.25	17.93

**COOK**

Schedule A	44,262	46,009	47,902	49,753	51,771	53,851
	1,702.40	1,769.60	1,842.40	1,913.60	1,991.20	2,071.20
	21.28	22.12	23.03	23.92	24.89	25.89
Schedule B	35,734	37,148	38,625	40,227	41,828	43,492
	1,374.40	1,428.80	1,485.60	1,547.20	1,608.80	1,672.80
	17.18	17.86	18.57	19.34	20.11	20.91

**FOOD SERVICE WORKER SUPERVISOR**

Schedule A	48,713	50,627	52,686	54,787	57,012	59,259
	1,873.60	1,947.20	2,026.40	2,107.20	2,192.80	2,279.20
	23.42	24.34	25.33	26.34	27.41	28.49
Schedule B	42,057	43,700	45,489	47,278	49,192	51,147
	1,617.60	1,680.80	1,749.60	1,818.40	1,892.00	1,967.20
	20.22	21.01	21.87	22.73	23.65	24.59

## Effective June 18, 2022 to June 16, 2023

**FOOD SERVICE WORKER 1**

Schedule C	26,665	27,747
	1,025.60	1,067.20
	12.82	13.34

*Effective October 1, 2022*

28,080
1,080.00
13.50

*Effective April 1, 2023*

29,432
1,132.00
14.15

**FOOD SERVICE WORKER 2**

Schedule B	31,262	32,531	33,820	35,172	36,608	38,043
	1,202.40	1,251.20	1,300.80	1,352.80	1,408.00	1,463.20
	15.03	15.64	16.26	16.91	17.60	18.29

**COOK**

Schedule A	45,156	46,924	48,859	50,752	52,811	54,932
	1,736.80	1,804.80	1,879.20	1,952.00	2,031.20	2,112.80
	21.71	22.56	23.49	24.40	25.39	26.41

Schedule B	36,441	37,897	39,395	41,038	42,660	44,366
	1,401.60	1,457.60	1,515.20	1,578.40	1,640.80	1,706.40
	17.52	18.22	18.94	19.73	20.51	21.33

## Effective June 17, 2023 to June 14, 2024

**FOOD SERVICE WORKER 1***Effective October 1, 2023*

30,014	31,824
1,154.40	1,224.00
14.43	15.30

**FOOD SERVICE WORKER 2**

31,886	33,176	34,507	35,880	37,336	38,812
1,226.40	1,276.00	1,327.20	1,380.00	1,436.00	1,492.80
15.33	15.95	16.59	17.25	17.95	18.66

**COOK - Schedule A**

46,051	47,860	49,836	51,771	53,872	56,035
1,771.20	1,840.80	1,916.80	1,991.20	2,072.00	2,155.20
22.14	23.01	23.96	24.89	25.90	26.94

**COOK - Schedule B**

37,169	38,646	40,185	41,849	43,513	45,260
1,429.60	1,486.40	1,545.60	1,609.60	1,673.60	1,740.80
17.87	18.58	19.32	20.12	20.92	21.76

## Effective June 15, 2024 to June 13, 2025

**FOOD SERVICE WORKER 1**

32,468	33,446
1,248.80	1,286.40
15.61	16.08

**FOOD SERVICE WORKER 2**

32,531	33,841	35,193	36,608	38,084	39,582	40,768
1,251.20	1,301.60	1,353.60	1,408.00	1,464.80	1,522.40	1,568.00
15.64	16.27	16.92	17.60	18.31	19.03	19.60

**COOK-Schedule A**

46,966	48,817	50,835	52,811	54,953	57,158	58,864
1,806.40	1,877.60	1,955.20	2,031.20	2,113.60	2,198.40	2,264.00
22.58	23.47	24.44	25.39	26.42	27.48	28.30

**COOK-Schedule B**

37,918	39,416	40,996	42,681	44,387	46,176	47,569
1,458.40	1,516.00	1,576.80	1,641.60	1,707.20	1,776.00	1,829.60
18.23	18.95	19.71	20.52	21.34	22.20	22.87