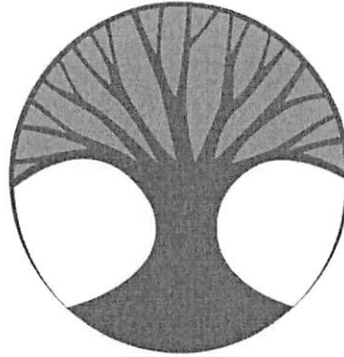


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SEVEN OAKS
SCHOOL DIVISION
community begins here

COLLECTIVE AGREEMENT

between

SEVEN OAKS SCHOOLS DIVISION

and

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES**

LOCAL 2938

January 1, 2018 to December 31, 2021 *VS*

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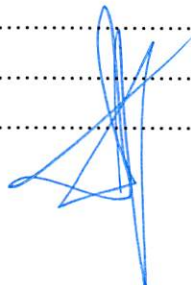
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THIS AGREEMENT

BETWEEN:

THE SEVEN OAKS SCHOOL DIVISION of the Province
of Manitoba hereinafter referred to as the "BOARD"

Party of the First Part

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 2938,
hereinafter referred to as "THE UNION"

Party of the Second Part

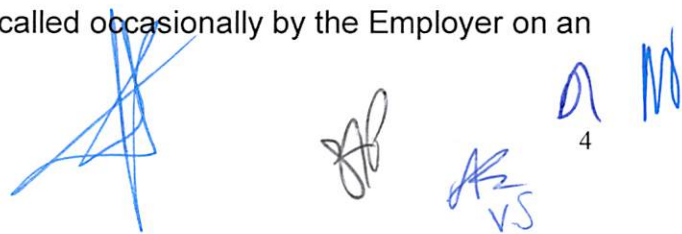
ARTICLE 1 - PREAMBLE

- 1.01 WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations and settled conditions of employment between the Board and the Union, to promote co-operation and understanding between the Board and its staff, to recognize the value of joint discussions and negotiations in all matters pertaining to conditions of employment, rates of pay and hours of work, to promote the well-being of all employees of the bargaining unit and to promote efficient operation of the Board.

NOW THEREFORE THE BOARD AND UNION AGREE AS FOLLOWS:

ARTICLE 2 - DEFINITIONS

- 2.01 The word "employee" shall mean any person employed by the Seven Oaks School Division and covered by Manitoba Labour Board Certificate #3922.
- 2.02 The word "Board" shall mean the Seven Oaks School Division or its designated representative.
- 2.03 A "full-time" employee is one who regularly works the full prescribed hours per week.
- 2.04 A "part-time" employee is one who regularly works less than full-time hours.
- 2.05 A "term" employee shall be for a specific time period or until completion of a particular project.
- 2.06 A "casual" employee is one who is called occasionally by the Employer on an unscheduled basis.



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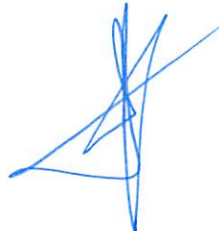
- 2.07 A "library technician trainee" is an individual who is currently enrolled in the Red River College (or an equivalent accredited institution) Library Certificate or Diploma Program. A library technician trainee shall only be employed as a casual employee. A library technician trainee shall, upon obtaining their certificate or diploma, be entitled to submit application for any vacant or new position that may arise.
- 2.08 The term "Union" shall mean the Canadian Union of Public Employees and its Local 2938.
- 2.09 Where the context so requires, masculine and feminine genders and singular and plural shall be considered interchangeable.

ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the Canadian Union of Public Employees and its Local 2938 as the sole and exclusive bargaining agent for all of its employees covered in Manitoba Labour Board #3922 and/or classified and covered by this Agreement and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and its advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.
- 3.03 The Division shall send the Union President and Secretary copies of all postings, full- time/part-time/term hirings, transfers, lay-offs, recalls, resignations, and retirements.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Board and the Union agree that there shall be no discrimination or harassment as per *The Human Rights Code*, Chapter H175, Section 9 and 19, nor by reason of his/her membership or activity in the Union. A copy of the pertinent sections of *The Human Rights Code* is appended to this Agreement.
- 4.02 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

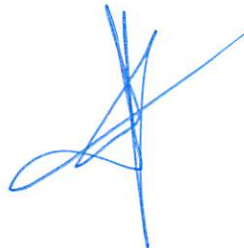


ARTICLE 5 - UNION SECURITY AND CHECKOFF

- 5.01 All employees shall have an amount equal to the current monthly union dues deducted by the Board for each month's pay. Such dues shall be forwarded to the Secretary-Treasurer of C.U.P.E. Local 2938, together with a list of the names of the employees and the hours worked by those employees from whom deductions have been made by the 15th day of the month following the deductions.
- 5.02 The Union shall notify the Board in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which deductions are to be made.
- 5.03 The Union shall hold the Board harmless with respect to all dues so deducted and remitted and with respect to any liability which the Board might incur as a result of such deductions.
- 5.04 Copies of this Agreement shall be provided by the Board and will be supplied to the employee at the time of hiring.

ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS

- 6.01 The local Union Bargaining Committee shall be appointed by the Union. The Union will advise the Board of the Union nominees to the Committee. The Union shall be allowed to appoint alternate members in the absences of any of the Committee members.
- 6.02 In the event of either party wishing to call a bargaining meeting, the said meeting shall be held within ten (10) days if possible, at a time and place as shall be fixed by mutual agreement.
- 6.03 Representatives of the Union shall be allowed to leave their employment temporarily in order to participate in negotiations or to process grievances with management. They shall suffer no loss of pay while so engaged.
- 6.04 The Board agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. Position descriptions agreed to by the Board and the Union shall be attached to and form a part of the Division's Policy Manual.



6.05 In the event that the Board establishes a new classification, or position, or where there is a substantial change in the job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, the Union shall be notified. Should there be any cause for the Union to dispute the salary rate or range the two parties (Board and Union) shall immediately enter into negotiations to arrive at a mutually acceptable agreement on the matter.

6.06 The Board shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans required for collective bargaining purposes.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not less than two (2) members, who shall be employees of the Board. The personnel of such Committee shall be communicated to the Board. This Committee may be the same as the Bargaining Committee referred to in Article 6.

7.02 Should a dispute arise between the Board and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, or any question as to whether a matter is arbitrable, or should an allegation be made that this Agreement has been violated, or should any dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1

The employee(s) shall first discuss the concern with his/her school principal. If a mutually satisfactory solution is not arrived at, the concern should be referred to the Assistant Superintendent who shall act within seven (7) working days. Action at this level may include referral to others. If a mutually agreeable resolution is not reached the employee may submit the grievance to the Chairperson of the Grievance Committee of the Union.

Step 2

If the Grievance Committee of the Union as constituted in Article 7, 7.01, considers the matter to be a supportable grievance, the Committee shall submit it, on behalf of the employee, to the Assistant Superintendent in writing. The Assistant Superintendent shall consider the grievance and take action within seven (7) working days and present a written response to the Union with a copy to the Superintendent.

Step 3

If agreement is not reached at Step 2 the Union may present a written submission to the Superintendent who shall take action within seven (7) working days.



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Step 4

If all three (3) steps have resulted in no satisfactory solution, the Union may make application to the Division, in writing, through the Secretary of the Board, for a hearing and such hearing shall be granted at the next regular meeting of the Board following presentation of the written application.

Step 5

Failing a satisfactory settlement within fifteen (15) days after the dispute was first discussed by the Board, the Union may, on giving fifteen (15) days notice in writing to the Board of their intention, refer the dispute to arbitration.

- 7.03 Where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to bypass Step 1 of Section 7.02.
- 7.04 Presentation of, and replies to, all grievances at all stages after 7.02, Step 1, shall be in writing.
- 7.05 The Board shall supply the necessary accommodation for the grievance meetings.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board of Arbitration:

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to the Agreement. Within five (5) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of the appointee. The two so-named shall within five (5) days select a third person to act as Chairperson of the Board of Arbitration but should they not do so within five (5) days, either party may apply to the Labour Relations Board to appoint a person to act as Chairperson. Nothing herein shall prohibit the parties from agreeing on a single Arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply to the single Arbitrator.

8.02 Who May Be An Arbitrator

No person shall be selected as a member of an Arbitration Board who:

1. is acting, or has in a period of six (6) months preceding the date of his appointment acted, in the capacity of solicitor, legal adviser, counsel or paid agent of either of the parties;
2. has any pecuniary interest in the matter referred to the Board.



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8.03 The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings as soon as possible after the Chairperson is appointed. It shall hear and determine the differences or allegations and render a decision. The decision of the majority shall be the decision of the Board. If there is no majority decision, then the decision of the Chairperson shall be the decision of the Board.

8.04 Decision of the Board:

The decision of the Board of Arbitration shall be final and binding on both parties but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board in order to clarify the decision.

8.05 Expenses of the Board:

Each party shall pay:

1. the fees and expenses of the arbitrator it appoints;
2. one-half the fees and expenses of the Chairperson;
3. one-half the expenses of the Arbitration Board for clerical assistance, supplies and rent of a place to meet.

8.06 Amending of Time Limits:

The time limit in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

8.07 Witnesses:

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witness or other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Board's premises in order to view any working conditions which may be relevant to the settlement.



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ARTICLE 9 - SENIORITY

- 9.01 "Seniority" shall be defined as the length of an employee's service in the bargaining unit from the date at which the employee commenced continuous employment with the Division and shall be one of the determining factors in the matter of promotion, transfer, layoff and recall. Seniority shall be on a bargaining unit wide basis.
- 9.02 A seniority roster shall be prepared by the Board in October of each year and a copy shall be sent to the Union office and a copy shall be sent to each employee.
- 9.03 Every employee shall be placed on probation for a period of three (3) consecutive months of service from the date of which employment commenced. Days absent during the period of probation will be added to extend the period as required.
- 9.04 After completion of the probationary period, an employee's seniority shall be effective from the first day of employment.
- 9.05 Seniority shall be maintained and not accrue during:
1. maternity/parental/adoptive leave in excess of the provisions of *The Employment Standards Code*;
 2. periods of personal leave in excess of three (3) months approved by the Board under Article 19.09;
 3. long term disability exceeding one (1) year;
 4. Workers Compensation exceeding two (2) years;
 5. lay-off periods of up to two (2) years excluding the summer break period. However, seniority shall accrue for any time worked within the Division during the two-year period.
- 9.06 Loss of seniority will result in the event that:
1. he/she resigns in writing;
 2. he/she is discharged and not reinstated under the grievance procedure;
 3. he/she fails to report for work as scheduled at the end of a leave of absence, vacation or suspension, unless notice to the Board was not reasonably possible.



9.07 Term Employees:

1. shall have no seniority rights in matters of promotion, demotion, layoff and recall;
2. may be required to complete the temporary assignment before assuming a full-time or part-time position within the bargaining unit;
3. shall receive the entry level wage of the classification of the position;
4. a term employee who obtains a full-time or part-time position without a break in service shall have seniority calculated retroactive to the last date of hire as a term employee;
5. each October a Roster will be provided to the Union identifying employee name, initial date of hire and actual hours worked.

9.08 Transfer and Seniority Outside Bargaining Unit

If an employee is the successful applicant for a position with the Board, outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

If the employee returns to the bargaining unit, such return shall not result in the layoff or bumping of any other employee. The employee must return through the posting procedure, which means the employee must be the senior, qualified employee for a vacant posted position.

For purposes of all other benefits (i.e. vacation, sick leave), the employee's service with the Board, both from within the bargaining unit and from time spent outside of the bargaining unit, shall be counted.

ARTICLE 10 - DISCIPLINE PROCEDURE

- 10.01 For the purposes of this Article, "discipline" shall be defined as/or limited to verbal warnings, written warnings or suspensions, with or without pay, subject to the provisions outlined in this Article.
- 10.02 The Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.
- 10.03 The designated supervisory personnel shall be the sole judge, after such investigation as he/she deems sufficient, regarding the nature and kind of disciplinary action to be taken to employees who have not completed their probationary period as defined in Article 9.03.



10.04 In cases of personal misconduct, the designated supervisory personnel may provisionally suspend any employee pending a full investigation which will be conducted as hereinafter outlined.

In all other instances, disciplinary action, including suspension or discharge of all employees except those mentioned in Article 10.03 hereof, will be taken only after a full investigation which will be conducted as follows:

1. The designated supervisory personnel will cause the employee concerned and the Union to be informed of the complaint and that a hearing will be held at a determined time and place.
2. Any disciplinary action taken, including recommendations to the Board for dismissal, by the designated supervisory personnel, following the hearing will be deemed to be final, subject only to the provisions of Article 10.06 hereof.
3. The employee affected will be given the opportunity to make representation at the hearing on his/her behalf either personally or with the assistance of a representative of the Union, if he/she so desires.
4. The facilities of the Board Office shall be available to either party, if so desired, at the hearing.

10.05 The Union shall be advised in writing within a reasonable period of time of a decision, and any disciplinary action resulting from the hearing.

10.06 In any case of disciplinary action the employee concerned or the Union on his/her behalf shall have the right of appeal as provided in Article 7 hereof.

In those instances where discipline is implemented by the designated supervisory personnel, and approval is not required of the Board, then such appeal shall commence at Step 3, of the grievance procedure.

In those instances where Board approval is required then the following procedure shall be followed:

1. The employee concerned and the Union shall be advised in writing of the time and place that the matter will be dealt with by the Board.
2. The employee concerned and/or the Union on his/her behalf, shall be given the opportunity to make representation to the Board at the time specified in paragraph 1., provided they indicate in writing their desire to appear.



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3. In those instances where the decision of the Board is not acceptable to the employee and/or the Union, then the Union shall refer the matter to arbitration within fifteen (15) working days from the day the decision of the Board was received by the Union, in accordance with Step 4 of the grievance procedure.

10.07 In the event of a grievance being submitted concerning the suspension of an employee, except in cases of personal misconduct, the wages of such employee shall not be withheld during the hearing of the complaint until a decision has been made by the Board.

10.08 No notice or pay in lieu of notice shall be required in cases where an employee is discharged for just cause.

10.09 An employee shall have the right at any time to have the access to his/her personnel file and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record file.

ARTICLE 11 - VACANCIES AND NEW POSITIONS

11.01 All vacancies, including those of a temporary nature, having a known duration of more than twelve weeks, shall be bulletined.

11.02 The Board agrees to post notices of new positions and/or vacant positions covered by this Agreement for at least seven (7) working days to enable employees presently in the employ of the Board to apply for same unless the positions are declared redundant.

11.03 Provided that job requirements are met, the most senior employee presently in the employ of the Board who has submitted a written application for the vacant or new position shall be awarded the position, effective no later than the commencement of the next school year.

11.04 The successful applicant shall be placed on a trial period for sixty (60) actual working days from the date of hire. During the trial period the employee may be returned to the former position if not considered capable or may request to be returned to the position formerly held without loss of seniority.

11.05 If there are no successful applicants from within the bargaining unit for a vacant position the Employer may fill the position from outside sources.

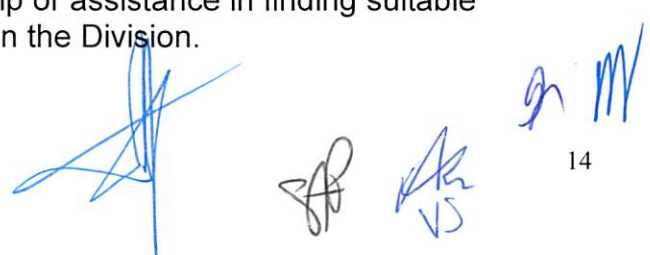


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11.06 The Board shall post notices in the Board's offices, schools, and on the Board's website in order that all employees may know about the positions and be able to make written application therefore. Notices shall also be sent electronically via email to each member of the Bargaining Unit. Such notice shall contain the following information: nature of position, required technical knowledge and experience, ability and skills, time factor, start and end date (if applicable) and salary rate or range.

- 11.07
1. When an employee is absent on
 - extended sick leave including LTD;
 - maternity/adoptive/parental leave, or
 - personal leaveof one (1) year or less, the incumbent's position will be bulletined as a term position.
 2. When an employee is absent on
 - extended sick leave including LTD;
 - maternity/adoptive/parental leave, or
 - personal leavefor more than one (1) year, the incumbent's position shall be bulletined as an established position.
 3. Should the employee return from leave in 1. above, he/she will return to his/her former position.
 4. Should the employee return from leave in 2. above, he/she will replace the employee in the least senior position, but at no loss of salary.
 5. An employee returning from any of the above leave conditions shall notify the employer at least two weeks in advance of his/her intended date of return.
 6. Unless otherwise specifically provided for in the Collective Agreement, the following conditions shall apply where such a term is posted and a full-time or part-time employee is the successful applicant:
 - At the completion of the term the full-time or part-time employee shall be returned to his/her former position.
 - If his/her former position no longer exists, the employee shall be placed in the least senior equivalent position at no loss of salary.

11.08 1. An employee who is unable, through injury, illness or advancing years or temporary disablement to perform his/her normal duties may apply to the Division for advice, help or assistance in finding suitable alternative employment within the Division.



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2. The employee shall be given the preference for such suitable employment available at the salary payable at the time for the position to which the employee is assigned.
3. The Union and the Division agree to work cooperatively in assisting in this process.

ARTICLE 12 - LAYOFFS AND RECALL

- 12.01 A layoff shall be defined as a reduction in the work force, an employee's position being eliminated or a reduction in the person's regular hours of work as defined in this Agreement.
- 12.02 The Division shall notify the employees who are to be laid off, in writing, no later than thirty (30) working days prior to the effective date of the layoff. The notice shall give the reason for the layoff and its expected duration. If the employee has not had the opportunity to work the days as provided in the notice, the employee shall be paid for the days for which work was not made available.
- 12.03 The incumbent employee, whose hours have been reduced, has the option to:
1. accept the reduction and remain in the position; or
 2. to exercise their seniority rights as per 12.04 below.
- 12.04 An employee who is laid off may displace any employee with less seniority provided that they either:
1. possess the qualifications to perform the duties of the position of the less senior employee; or
 2. can be trained, within a time period not to exceed three (3) months, to perform the duties of the position.
- 12.05 Any employee who is laid off and chooses to not exercise their seniority rights to displace a less senior employee, or accept their reduced hours, shall be placed on a recall list. They shall receive first option, in line of seniority, for all employment. Seniority shall accrue for all time worked.
- 12.06 Employees on the recall list shall be recalled in the order of bargaining unit wide seniority and new employees shall not be hired until those who are laid off have been given an opportunity of recall.



- 12.07 Notice of recall to an employee who has been placed on the recall list shall be made by registered mail to the last known address of the employee. The Division will give the employee seven (7) days to accept the opening prior to offering the position to the next qualified employee on the recall list. The recall list shall be maintained for a period of two (2) years after which this list will not be maintained.
- 12.08 Grievances concerning layoffs and reclassifications shall be initiated at Step 2 of the Grievance Procedure.
- 12.09 All temporary assignments shall be offered, in line of seniority, to laid off employees. Employees interested in undertaking such work assignments shall advise the Division, in writing, by September 30th of each year that they are prepared to accept such work. Should an employee refuse such offer then their name will be deleted from the temporary work assignment list.

ARTICLE 13 - HOURS OF WORK

- 13.01 The normal hours of work shall consist of five (5) seven (7) hour days from Monday to Friday inclusive.
- 13.02 An employee who works five (5) or more hours per day shall be entitled to a minimum thirty (30) minute unpaid lunch break.
- 13.03 An employee who works three (3) or more hours in a day shall be entitled to a fifteen (15) minute paid rest break during each complete three (3) hour period.
- 13.04 Overtime shall be time worked in excess of daily or weekly hours of work.
- 13.05 Each employee shall be paid at the rate of one and one-half (1½) times his/her basic salary for all authorized overtime.
- 13.06 When an employee is requested to work on the week-end, he/she shall receive two (2) times his/her regular rate of pay.
- 13.07 It is agreed that overtime shall be arranged as mutually agreed between the Board and the employee and shall in all cases be voluntary.
- 13.08 Instead of cash payments for overtime, an employee may request to receive time off at the appropriate overtime rate at a time mutually agreed upon by the Employer and the employee.



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ARTICLE 14 - STATUTORY HOLIDAYS

14.01 All employees shall have the following statutory holidays off with pay at the regular rates of pay:

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

and any other day proclaimed by the Dominion and Provincial Governments and all special holidays declared by the Board.

The August Civic holiday will be paid and observed in accordance with *The Employment Standards Act*.

14.02 When any of the above days falls on a Saturday or Sunday the following working day(s) shall be substituted in lieu of. In the case of Remembrance Day falling on a Saturday, December 29th will be granted in lieu of; when Remembrance Day falls on a Sunday, December 28th will be granted in lieu of.

ARTICLE 15 - VACATIONS

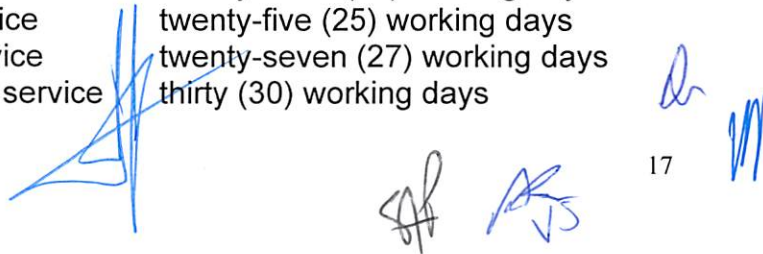
15.01 The year for vacation purposes shall be September 1st of one year to August 31st of the next year.

15.02 For the purpose of calculating length of vacation, September 1st of each year shall be the anniversary date. Employees hired before January 1st of any given year shall be deemed to have been hired on the previous September 1st. Employees hired on or after January 1st of any given year shall be deemed to have been hired the following September 1st.

15.03 New employees hired after January 1st of any vacation year shall be allowed vacation at the rate of one (1) working day for each completed month of service up to August 31st of that year.

15.04 Length of Vacation: Every employee shall be granted the following vacations with pay:

zero (0) to five (5) years' service	fifteen (15) working days
after five (5) years' service	seventeen (17) working days
after eight (8) years' service	twenty (20) working days
after twelve (12) years' service	twenty-three (23) working days
after fifteen (15) years' service	twenty-five (25) working days
after twenty (20) years' service	twenty-seven (27) working days
after twenty-five (25) years' service	thirty (30) working days



Part-time employees shall receive vacation entitlement according to their time factor.

15.05 Employees terminating employment prior to having received their vacation entitlement shall receive payment in lieu of vacation on a pro rata basis.

15.06 Employees who have taken vacation and do not have sufficient vacation entitlement shall be deducted at their per diem rate.

15.07 Preference of Vacation:

All employees shall be granted vacations during periods when schools are not in session. These periods include the Christmas Break, the Mid Term Break and the Summer Holiday period of July and August. Any vacation request for periods when school is in session must be approved by the Superintendents' Department through the Employee online Management System.

15.08 Employees shall enter all vacation days in the divisional substitute system.

15.09 The vacation year is determined by Article 15 and pro-rated only under the conditions and according to the provisions of Articles 15.03 (time of hiring) and 15.05 (employment relationship is concluded).

- 15.10
1. Except as limited and defined in the proposed Article 9.05, credit for service and seniority for the purpose of calculating vacation benefits continue to accrue during all periods of approved leave regardless of the duration of the leave.
 2. When an employee experiences extended sick leave, the following provisions apply:
 - (i) If the employee begins an extended period of sick leave between September 1 and August 31 of any year he/she is credited with full vacation benefits as if he/she had been working the entire year;
 - (ii) If the employee returns to work within one (1) calendar year of the day that he/she began extended sick leave, there is no loss of vacation benefits. In other words, if an employee returns within one (1) calendar year he/she is entitled to his/her full vacation credits for that year. These accrued vacation benefits are carried forward until such time as the employee returns to work and must be taken within that vacation year if possible, and where not possible, within the next vacation year;

- (iii) If the employee is unable to return to work within one (1) calendar year of the beginning of extended sick leave, he/she will upon his/her return be credited with the portion of vacation year remaining upon return to work. This vacation time will be in addition to any carried forward from previous accrual as in (i) above.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 Sick Leave Defined:

Sick leave means the period of time an employee is permitted to be absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers Compensation Act or absence for approved medical appointments.

16.02 Sick Leave shall be granted to regular employees on the basis of two (2) working days per month for each completed month of service.

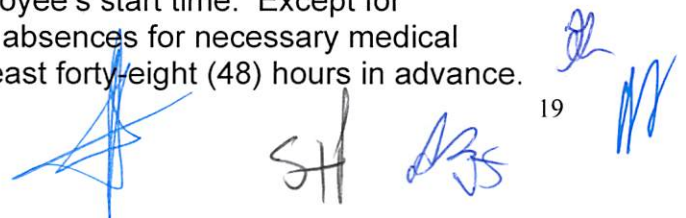
16.03 All unused sick leave shall be accumulated to one hundred and twenty five (125) days for full-time employees calculated on an hourly basis or 875 hours. Regular part-time employees shall accumulate sick leave on a pro rata basis.

16.04 Sick leave without pay may be granted at the sole discretion of the Board to an employee who does not qualify for sick leave pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.

16.05 Where an employee on vacation becomes ill to the extent that he/she requires the services of a medical practitioner, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use his/her sick leave credits for the period which the medical practitioner verifies, in writing, he/she would have been unable to carry out his/her duties at work for at least a three (3) day period or longer. The Board may request a medical certificate attesting to the illness of the employee.

16.06 An employee may be required to produce a certificate from a duly qualified medical practitioner for any illnesses certifying that such employee is unable to carry out his/her duties due to illness and upon production of a receipted bill for professional services the Board will pay for the medical certificate required under this clause.

16.07 Employees requesting sick leave shall notify the divisional substitute system no later than an hour before the employee's start time. Except for emergency situations, permission for absences for necessary medical appointments shall be requested at least forty-eight (48) hours in advance.

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ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS

17.01 Negotiations with Seven Oaks School Board:

The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily to carry on negotiations with the Board, or in respect to a grievance, they shall suffer no loss of pay for the time spent.

17.02 Union Representation at Conventions and Other Business:

1. Upon approval of the Employer, leave of absence shall be granted to employees who are elected or appointed to represent the Union at Union schools, conferences, or conventions. Leaves to attend Union business shall not exceed twenty-eight (28) days in any one year to all members belonging to the Union. Time required in excess of twenty-eight (28) days shall be at the Employer's discretion. It is understood that not more than two (2) employees may be absent at any one time. The Union shall provide the Employer with request for such leave in writing no less than one (1) week prior to any Union schools, conferences, and/or conventions for any and all elected or appointed representatives who are to attend.

2. Executive & Committee Meetings:

Upon approval of the Employer, leave of absence shall be granted to employees who are elected officers of the Manitoba Division of C.U.P.E., the National Executive of C.U.P.E. or any other labour organizations with which the Union is affiliated so that they may attend executive and committee meetings. The Union shall provide the Employer with request for such leave in writing no less than one (1) week prior to any Executive and Committee meetings for any and all elected officers who are to attend.

3. Such employees shall receive his/her rate of pay and benefits as provided in the Collective Agreement and the Union shall reimburse the Employer for all wages.

17.03 Election or Selection for Full-Time Union Position:

An employee who is elected or selected for a full-time position with the Union shall be granted an unpaid leave of absence. Such leave may be renewed each year during the term of office, but the following seniority rights shall be retained:

- upon indicating a wish to return to the employ of the Board, the employee shall be offered the first available position;
- upon bulletining of any subsequent vacancies within the Division, full seniority rights will apply.


ARTICLE 18 - LEAVE OF ABSENCE FOR PUBLIC SERVICE

18.01 Jury Duty:

An employee shall not suffer loss of salary or wages when subpoenaed for Jury or Court witness duty. Any monies received by the employee for this duty from the courts shall be assigned to the school board.

18.02 Public Affairs:

1. The Board, recognizing the right of an employee to participate in public affairs, shall grant leave of absence without pay and without loss of seniority to participate as a candidate in federal, provincial or municipal elections.
2. The Board shall grant a leave of absence, for the period of the employee's term of office, to a successful candidate for such office. Such leave shall be without pay but the following seniority rights shall be retained:
 - upon indicating a wish to return to the employ of the Board, the applicant shall be offered the first available position;
 - upon bulletining of any subsequent vacancies within the Division, full seniority rights will apply.



ARTICLE 19 - LEAVE OF ABSENCE FOR PERSONAL AND FAMILY BUSINESS

19.01 Compassionate Leave:

Absences for emergency purposes or in extenuating circumstances, as determined by the Superintendent or his/her designate, shall be either at:

1. No cost to the full or part-time employee involved, or
2. At the actual cost of a substitute required to replace the employee during the period of such absence.

The decision as to whether 1. or 2. shall apply, shall be made by the Superintendent or his/her designate based upon the nature of the emergency or circumstances.

19.02 Family Leave:

An employee shall be entitled to use up to four (4) days of sick leave per year to attend to medical emergencies, illness or accident, injury or medical appointment that pertain to the employee's spouse, common-law partner, children, children of the spouse or common-law partner, grandchildren, foster children and/or parents. Such leave is non-cumulative from one (1) school year to the next school year.

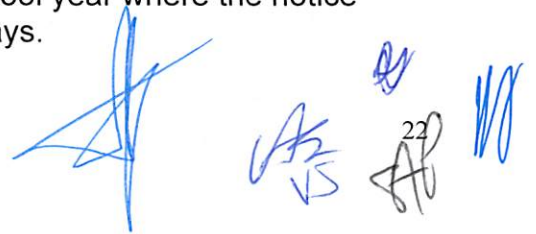
19.03 Religious Leave:

A full-time or part-time employee shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the employee's religion.

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

The following notification period shall apply:

1. Employees on staff requiring religious holy leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year however not later than September 30th.
2. In instances where religious holy leave is required prior to September 30th in the school year notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.



3. Where the appropriate notice has not been given religious holy day's leave will be provided and the employee's regular hourly rate will be deducted the substitute rate in the employee's pay grade.

The parties agree that this article constitutes reasonable accommodation for religious holy leave.

19.04 Bereavement Leave:

An employee may be granted up to five (5) working days, without loss of salary or wages, in the case of the death of an employee's spouse, common-law partner, children, children of the spouse or common-law partner, grandchildren, foster children and/or parents.

An employee may be granted up to three (3) working days, without loss of salary or wages, in the case of the death of a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or any other relative who has been living in the same household.

An employee may be granted the required time off to attend a funeral as a pallbearer or mourner without loss of salary or wages.

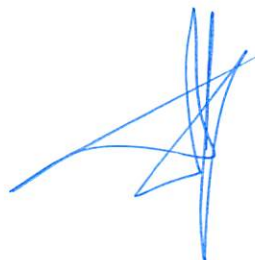
At the discretion of the Board, further time off will be granted in extenuating circumstances.

19.05 Leave to Write Examinations:

The Board shall grant leave, with pay, to employees to write examinations to upgrade employment qualifications, provided such qualifications are relevant to the Board's requirements. Such leave shall be limited to a maximum of three (3) days in any year for any individual employee.

19.06 Educational Leave:

The Board agrees that it is to the mutual benefit of the Board and the employee to improve the educational standards of the workforce. Accordingly, the Board agrees that employees with five (5) years employment who wish to further their education may be permitted up to one (1) year of education leave. Any benefits based on service and seniority shall be retained but not accumulated. The employee shall be placed in a position at the same rate of pay to that which he/she held prior to the education leave.



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19.07 Leave for Seminars, Workshops or Short Courses:

The Board may provide time off with pay, for employees to participate in appropriate seminars, workshops or short courses, including Union conferences and courses, where they are directly related to the work of the library technicians.

19.08 Maternity/Parental/Adoptive Leave:

1. Employees shall be entitled to maternity/parental/adoptive leave as per the provisions of applicable provincial legislation.
2. A copy of the pertinent sections of *The Employment Standards Code* is appended to this agreement.
3. (i) An employee taking maternity leave pursuant to this article shall receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.

(ii) In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
 - (a) For the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and
 - (b) Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety percent (90%) of her gross salary.
(iii) An employee taking adoptive or parental leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefit (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.



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- (iv) In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the following:
 - (a) For the first two (2) weeks, payment equivalent to ninety percent (90%) of gross salary, and
 - (b) Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.
- 4. Maternity/parental/adoptive leave shall not constitute a break in employment.
- 5. At the termination of the maternity/parental/adoptive leave, the employee will be reinstated in the position occupied by her/him at the time such leave commenced or in a comparable position if their position no longer exists.

19.09

Personal Leave:

1. Without Pay, Seniority Accrues:

The Board may grant leave of absence without pay and without loss of seniority for three (3) months or less to any employee requesting such leave which in the opinion of the Board is sufficient cause. Such request to be submitted to the superintendent's department in writing fifteen (15) working days prior to the leave and approved by the employee's supervisor.

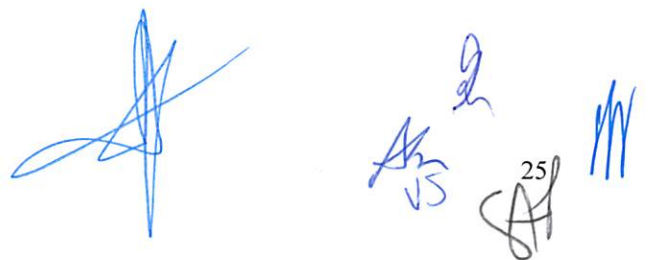
2. Without Pay, Seniority Maintained But Not Accrued:

Absences for all other personal reasons, in excess of three (3) months, except as stated in the Agreement, shall be without pay. Any benefits based on seniority and service shall be retained, but not accumulated for the duration of such leave.

3. Employees on unpaid leaves of absence may continue their insurance coverage at their own expense as long as they comply with the Division's carriers' requirements.

19.10

Upon request, an employee with less than thirteen (13) working days of earned vacation shall be granted sufficient leave of absence without pay to allow a minimum of vacation to cover the Christmas and Spring Breaks.

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ARTICLE 20 - WAGES AND PAY PERIODS

- 20.01 Wages due to an employee shall be paid bi-weekly or every second Friday during the term of this Agreement and shall be in accordance with the schedule of wages appended hereto as Schedule "A".
- 20.02 All changes in the Agreement shall be adjusted retroactively unless otherwise specified.
- 20.03 All employees covered by this Agreement shall work for a period of fifty-two (52) weeks
- 20.04 All wages and salaries shall be paid by automated payroll deposits.

ARTICLE 21 - EMPLOYMENT INSURANCE

- 21.01 All employees covered by this Agreement shall be covered by Employment Insurance.
- 21.02 E.I. Rebate Refunds to Employees:

Should the Division become eligible for reduction in the Employment Insurance premium under the terms of the Employment Insurance Act, the five-twelfth (5/12th) portion due to the employee shall be remitted at the conclusion of each premium year to the Secretary-Treasurer of the Union.

ARTICLE 22 - EMPLOYEE GROUP BENEFITS

- 22.01 The Division will administer the Manitoba Public School Employees Group Life Insurance Plan (MPSEGIP) according to the terms and conditions of the Master Policy of the said plan. The basic coverage is two times (2x) annual salary with the premium cost shared equally between the employee and employer. Participation in the plan at the basic coverage level is a condition of employment, and employees may choose additional insurance coverage above the basic level in accordance with the terms of the Master Policy of the plan.
- 22.02 Extended Health Care, Vision and Dental Plan

A plan of extended health care, vision and dental shall be made available to employees on the following basis:

1. Participation in this plan shall be a condition of employment.



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2. The Board shall pay 100% per month of the established universal premium.
3. The plan benefits will at a minimum include those in effect at January 1, 2015 per Addendum, or as mutually agreed by the Board and C.U.P.E. 2938.

22.03 Salary Continuance

It is further agreed that a plan of short term and long term salary continuance insurance be applicable to all employees covered by this Agreement:

1. That the employee pay the full salary continuance premium.
2. That any experience refund be used to reduce the Board's premium and the employee's premium equally.
3. That the Board agrees to make available payroll deduction privileges to its staff for the purpose of salary continuance insurance plan.

22.04 Pension Plan

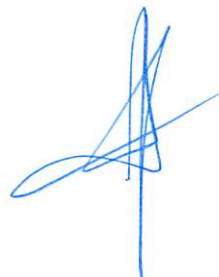
It is agreed that after three (3) months' from the initial date of hire in the Division, each employee shall participate in a contributory pension plan. Bi-weekly deductions, matched by the Board, shall be as outlined in the Plan. (Currently M.S.B.A. Manitoba School Boards Association Pension Plan for Non-Teaching Employees).

22.05 Group Registered Retirement Savings Plan

The Board agrees to administer a Group Registered Retirement Savings Plan.

22.06 Continuation of Benefits During Work Stoppages

In the event of a work stoppage, the employer agrees to maintain all insurance, including pension contributions and credits, on behalf of all employees. The Union agrees to reimburse the employer for the premiums during this period.



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ARTICLE 23 – TUITION FEES AND TRAINING

23.01 The Board shall reimburse tuition fees for job-related courses and training sessions where the Superintendent or his/her designate has approved the application for reimbursement of tuition/registration fees. The course/ training session must be approved by the Superintendent or his/her designate prior to the employee registering in the course. The employee must successfully complete the course before reimbursement is made.

If the employee voluntarily leaves employment with the school division within one (1) year of being reimbursed tuition fees, the tuition fees must be repaid to the school division either from outstanding monies to be paid the employee at the conclusion of employment, or through arrangements made with the Secretary-Treasurer's Department.

ARTICLE 24 - RETIREMENT POLICY

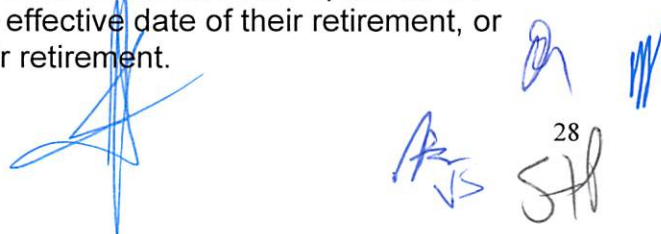
24.01 All Board employees shall be eligible to retire at 65 years or earlier in accordance with the Manitoba School Boards Association pension plan provisions.

24.02 The parties agree that CUPE Local 2938 employees who provide written notice to the Board of their intention to retire or resign at the completion of a given school year shall be given an advance gratuity in accordance with the following schedule:

- \$1,000 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in April of the year in which the CUPE Local 2938 employee is to resign or retire;
- \$1,500 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in March of the year in which the CUPE Local 2938 employee is to resign or retire;
- \$2,000 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in February of the year in which the CUPE Local 2938 employee is to resign or retire.

Payment of such resignation gratuity for CUPE Local 2938 employees not retiring shall be made on June 30th.

Payment of such retirement gratuity shall be made, at the option of the CUPE Local 2938 employee, on the effective date of their retirement, or January 1st of the year following their retirement.



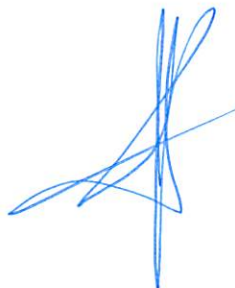
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A retiring CUPE Local 2938 employee who wishes to have their retirement gratuity placed into an RRSP shall so notify the Board and complete any prescribed forms.

ARTICLE 25 - OTHER BENEFITS

25.01 Workers Compensation Pay Supplement

1. An employee shall suffer no loss of pay or benefits as a result of an injury received while in the performance of his/her duties within the division, where compensation for loss of wages is granted by the Workers Compensation Board. The Employee shall continue to receive his/her normal pay.
2. The salary will be paid to the employee until such time as the employee uses up his/her accumulated sick leave. The employer shall deduct one quarter day sick leave for every day the employee is receiving Workers Compensation benefits. When an employee's sick leave credits are exhausted, payments to the employee will be arranged directly from the Workers Compensation Board.
3. The employer in coordination with the Workers Compensation Board shall make arrangements for an injured employee to perform light duties when the employee is medically able to return to work. An injured employee must make himself/herself available for light duties.



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ARTICLE 26 - AMALGAMATION, REGIONALISATION AND MERGER PROTECTION

- 26.01 In the event the Division merges or amalgamates with any other body, the Division undertakes to ensure that:
1. Employees shall be credited with all seniority rights with the new Division.
 2. All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Division.
 3. All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by C.U.P.E. members with the new Division.
 4. Conditions of employment and wage rates for the new Division shall be equal to the best provisions in effect with the merging Divisions.
 5. No employee shall suffer a loss of employment as a result of a merger.
 6. Preference in location of employment in the merged Divisions shall be on the basis of seniority.

26.02 Portability of Service Credits

When an employee of the Division transfers to another employer within the Province, the Division shall place with the new employer the pension, sick leave and other service credits standing to the credit of the employee, where applicable.

A new employee who previously worked for another employer within the province and was a member of the Canadian Union of Public Employees shall be credited with the pension, sick leave, vacation and other credits transferred by the previous employer.

ARTICLE 27 – PROFESSIONAL DEVELOPMENT FUND

- 27.01 The Board shall place an amount of \$7,500 per school year in a Professional Development Fund for use by permanent employees covered by this Collective Agreement. Application to the fund will be subject to the Professional Development Fund Guidelines.



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ARTICLE 28 - DURATION

28.01 This Agreement shall be binding and remain in effect from January 1, 2018 to December 31, 2021 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than thirty (30) days nor more than ninety (90) days before December 31st in any year that it desires its termination or amendment.

ARTICLE 29 - TERMS OF AGREEMENT

IN WITNESS WHEREOF the Board has caused these presents to be sealed with the seal of the Seven Oaks School Division and signed by the Chairperson of the Board, the Chairperson of Negotiations and the Secretary-Treasurer and the Union has caused these presents to be executed on its behalf by the President, Secretary, and the Union Representative.


Dated at Winnipeg, Manitoba, this 4 day of October, 2021.

SIGNED ON BEHALF OF:

The Canadian Union of Public Employees, Local 2938 Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress, hereinafter called "THE UNION"

SIGNED ON BEHALF OF:

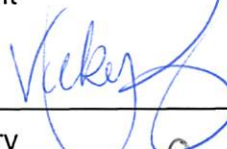
The Seven Oaks School Division of the Province of Manitoba, hereinafter called "THE BOARD"



President




Chairperson of the Board



Secretary



Co-Chair of Negotiations



National Representative of Union



Secretary-Treasurer

SCHEDULE "A"

PAY GRADES AND SALARY SCHEDULE

1. For the purposes of this Agreement, Pay Grades are based upon standards and definitions established by Red River College, as of September, 1982 and other equivalent accredited institutions providing library worker programming.

Library Technician Trainee

Requires enrollment in the Red River College (or equivalent accredited institution) Library Training or Library and Information Technology program.

Technician I

Requires a Certificate in Library Technology, ten (10) month program (pre-2000) or Library Training ten (10) month program (post-2000).

Technician II

Requires a Diploma in Library and Information Technology, two (2) year program.

Technician III

Requires a Post-Diploma Certificate in Library and Information Technology from a recognized and accredited Canadian post-secondary institution (see Appendix A).

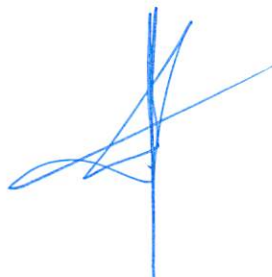
2. When an employee obtains their Technician II or Technician III status they shall receive an additional four and one-half percent (4.5%) of their gross weekly pay for each certification.
3. Equivalencies for the above classifications may be established, as required for graduates of institutions outside of Manitoba.
4. Employees completing one (1) year of service as a permanent employee shall be moved from Step 1 to Step 2.

The parties agreed to increase all wages as follows:

(Effective dates correspond to the payroll period end dates)

January 1, 2018 – 1.6%

December 31, 2018– 1.4%

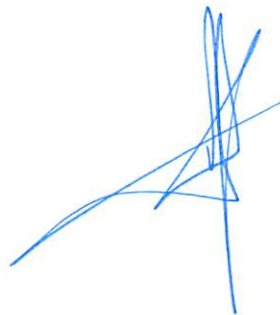


December 29, 2019 – 0.5%

December 28, 2020 – COLA (TBD)

5. Long Service Step

Effective October 1, 2015, a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of twenty (20) or more years of continuous service.



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SCHEDULE "A"
PAY GRADES AND SALARY SCHEDULE

<u>PAY GRADE</u>	<u>STEP</u>	Salary Schedule		
		<u>January 1, 2018 to December 30, 2018</u>		
			<u>1.60%</u>	
		Weekly	Bi-Weekly	Hourly
Library Technician Trainee	1	855.22	1,710.44	24.43
Technician I	1	893.98	1,787.96	25.54
	2	965.10	1,930.20	27.57
	3 >20 yrs	984.40	1,968.80	28.13
Technician II	1	934.52	1,869.03	26.70
	2	1,008.84	2,017.67	28.82
	3 >20 yrs	1,029.01	2,058.02	29.40
Technician III	1	976.48	1,952.96	27.90
	2	1,054.36	2,108.71	30.12
	3 >20 yrs	1,075.44	2,150.88	30.73

<u>PAY GRADE</u>	<u>STEP</u>	Salary Schedule		
		<u>December 31, 2018 to December 28, 2019</u>		
			<u>1.40%</u>	
		Weekly	Bi-Weekly	Hourly
Library Technician Trainee	1	867.20	1,734.39	24.78
Technician I	1	906.50	1,812.99	25.90
	2	978.61	1,957.22	27.96
	3 >20 yrs	998.18	1,996.36	28.52
Technician II	1	947.60	1,895.20	27.07
	2	1,022.96	2,045.92	29.23
	3 >20 yrs	1,043.42	2,086.84	29.81
Technician III	1	990.15	1,980.30	28.29
	2	1,069.12	2,138.23	30.55
	3 >20 yrs	1,090.50	2,180.99	31.16



SCHEDULE "A"
PAY GRADES AND SALARY SCHEDULE (continued)

<u>PAY GRADE</u>	<u>STEP</u>	<u>Salary Schedule</u>		
		<u>December 29, 2019 to December 27, 2020</u>		
		<u>0.50%</u>		
		<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Library Technician Trainee	1	871.53	1,743.06	24.90
Technician I	1	911.03	1,822.05	26.03
	2	983.51	1,967.01	28.10
	3 >20 yrs	1,003.18	2,006.35	28.66
Technician II	1	952.34	1,904.68	27.21
	2	1,028.08	2,056.15	29.37
	3 >20 yrs	1,048.64	2,097.27	29.96
Technician III	1	995.10	1,990.20	28.43
	2	1,074.46	2,148.92	30.70
	3 >20 yrs	1,095.95	2,191.90	31.31

<u>PAY GRADE</u>	<u>STEP</u>	<u>Salary Schedule</u>		
		<u>December 28, 2020</u>		
		<u>COLA (TBD)</u>		
		<u>Weekly</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
Library Technician Trainee	1	TBD	TBD	TBD
Technician I	1	TBD	TBD	TBD
	2	TBD	TBD	TBD
	3 >20 yrs	TBD	TBD	TBD
Technician II	1	TBD	TBD	TBD
	2	TBD	TBD	TBD
	3 >20 yrs	TBD	TBD	TBD
Technician III	1	TBD	TBD	TBD
	2	TBD	TBD	TBD
	3 >20 yrs	TBD	TBD	TBD



APPENDIX A

SEVEN OAKS SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2938

LETTER OF UNDERSTANDING

As an outcome of the 2015 negotiations between the Seven Oaks School Division (SOSD) and C.U.P.E. 2938, both parties agree the recognized and accredited Canadian post-secondary institutions and Certifications are:

- University of Fraser Valley, Abbotsford, BC
 - Library Technicians Post Diploma Certificate
- Mohawk College, Hamilton, Ontario
 - Libraries and Digital Technologies Certificate


DATED at Winnipeg, Manitoba this 4 day October, 2021.

SIGNED ON BEHALF OF:


The Canadian Union of Public Employees,
Local 2938 Chartered by the Canadian Union
of Public Employees and affiliated with
the Canadian Labour Congress,
hereinafter called "THE UNION"

SIGNED ON BEHALF OF:

The Seven Oaks School Division
of the Province of Manitoba,
hereinafter called "THE BOARD"



President



Chairperson of the Board




Secretary



Co-Chair of Negotiations



National Representative of Union



Secretary-Treasurer

APPENDIX B

SEVEN OAKS SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2938

LETTER OF UNDERSTANDING

PENSION PLAN

As an outcome of 2015 negotiations between the Seven Oaks School Division (SOSD) and C.U.P.E. 2938, both parties agree that the Seven Oaks School Division and C.U.P.E. 2938 may reopen negotiations but that we are not predetermining the outcome of the negotiations.

DATED at Winnipeg, Manitoba this 4 day of October, 2021.

SIGNED ON BEHALF OF:

The Canadian Union of Public Employees,
Local 2938 Chartered by the Canadian Union
of Public Employees and affiliated with
the Canadian Labour Congress,
hereinafter called "THE UNION"

SIGNED ON BEHALF OF:

The Seven Oaks School Division
of the Province of Manitoba,
hereinafter called "THE BOARD"



President



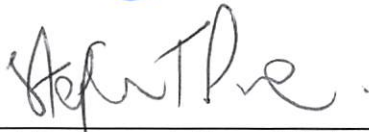
Chairperson of the Board



Secretary



Co-Chair of Negotiations



National Representative of Union



Secretary-Treasurer

APPENDIX C

SEVEN OAKS SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2938

LETTER OF UNDERSTANDING

FRENCH LANGUAGE SKILLS REQUIRED

As an outcome of 2015 liaison discussions the Seven Oaks School Division (SOSD) and C.U.P.E. Local 2938 both parties agreed that in the event of a Library Technician position in a dual track school becoming vacant and subsequently posted as "French language skills required", the following shall apply:

Should the senior candidate meet all the qualifications for the position including the French language skills requirement, the senior candidate will be awarded the position.

Should the senior candidate meet all the requirements for position save for the French language skills requirement the senior candidate applying will be awarded the position providing the following criteria are met:

1. the candidate agrees to enroll in conversational French course(s) (if required) until their conversational French skills are deemed sufficient to function in the position, (**see time frame in point 5 below**); and
2. the candidate is required to take said course(s) on their own time either by using vacation time or requesting an unpaid leave of absence during the summer months. When school is in session the candidate must attend courses after regular working hours.
3. Reimbursement for any French language course(s) taken will be subject to Article 23 (Tuition Fees and Training) in the Collective Agreement. Further, the successful candidate may apply to the Library Technician Professional Development Fund (Article 27) under the guidelines of the fund in order to secure a portion of the registration prior to course completion;
4. Language acquisition progress will be assessed as part of the Library Technician's regular job performance evaluation;

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5. If after 2 years after being awarded the position the successful applicant has not proven to advance to a functional level of conversational French in regards to library services as established by the employee's job performance evaluation, then the employee may elect to be placed on the CUPE 2938 Supply List until such time as a position becomes available for which the employee is qualified.

When a vacant position becomes available the employee must apply for the vacant position in accordance with the collective agreement.

Dated at Winnipeg, Manitoba this 4 day of Oct., 2021.

SIGNED ON BEHALF OF:

The Canadian Union of Public Employees,
Local 2938 Chartered by the Canadian Union
Of Public Employees and affiliated with the
Canadian Labour Congress hereinafter called
"THE UNION".

SIGNED ON BEHALF OF:


The Seven Oaks School Division of
the Province of Manitoba, hereinafter
called "THE BOARD".



President



Chairperson of the Board



Secretary



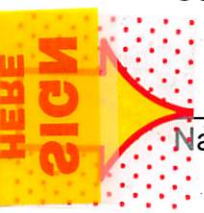
Co-Chair of Negotiations



National Representative



Secretary-Treasurer



APPENDIX D

SEVEN OAKS SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2938

LETTER OF UNDERSTANDING

CONTRACTING OUT

As an outcome of the 2018 negotiations between the Seven Oaks School Division (SOSD) and C.U.P.E. 2938, both parties agree:

- that for the period beginning date of signing of this agreement and ending December 31, 2021 no employee who is a member of the bargaining unit as of the signing of this Letter of Understanding shall lose their job as a result of the Division contracting out.

DATED at Winnipeg, Manitoba this 4 day of Oct, 2021.

SIGNED ON BEHALF OF:

The Canadian Union of Public Employees,
Local 2938 Chartered by the Canadian Union
of Public Employees and affiliated with
the Canadian Labour Congress,
hereinafter called "THE UNION"

SIGNED ON BEHALF OF:

The Seven Oaks School Division
of the Province of Manitoba,
hereinafter called "THE BOARD"



President



Chairperson of the Board




Secretary



Co-Chair of Negotiations



National Representative



Secretary-Treasurer

APPENDIX E

HUMAN RIGHTS CODE OF MANITOBA

CHAPTER H175

PART II – PROHIBITED CONDUCT AND SPECIAL PROGRAMS

"Discrimination" defined

9(1) In this Code, "**discrimination**" means

- (a) differential treatment of an individual on the basis of the individual's actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit; or
- (b) differential treatment of an individual or group on the basis of any characteristic referred to in subsection (2); or
- (c) differential treatment of an individual or group on the basis of the individual's or group's actual or presumed association with another individual or group whose identity or membership is determined by any characteristic referred to in subsection (2); or
- (d) failure to make reasonable accommodation for the special needs of any individual or group, if those special needs are based upon any characteristic referred to in subsection (2).

Interpretation


9(1.1) In this Code, "discrimination" includes any act or omission that results in discrimination within the meaning of subsection (1), regardless of

- (a) the form of the act or omission; and
- (b) whether the person responsible for the act or omission intended to discriminate.

Applicable characteristics

9(2) The applicable characteristics for the purposes of clauses (1)(b) to (d) are

- (a) ancestry, including colour and perceived race;
- (b) nationality or national origin;
- (c) ethnic background or origin;
- (d) religion or creed, or religious belief, religious association or religious activity;
- (e) age;
- (f) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) gender identity;
- (h) sexual orientation;
- (i) marital or family status;
- (j) source of income;
- (k) political belief, political association or political activity;
- (l) physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (m) social disadvantage.



Discrimination on basis of social disadvantage

9(2.1) It is not discrimination on the basis of social disadvantage unless the discrimination is based on a negative bias or stereotype related to that social disadvantage.

Systemic discrimination

9(3) Interrelated actions, policies or procedures of a person that do not have a discriminatory effect when considered individually can constitute discrimination under this Code if the combined operation of those actions, policies or procedures results in discrimination within the meaning of subsection (1).

Criminal conduct excluded

9(4) For the purpose of dealing with any case of alleged discrimination under this Code, no characteristic referred to in subsection (2) shall be interpreted to extend to any conduct prohibited by the *Criminal Code* of Canada.

No condoning or condemning of beliefs, etc.

9(5) Nothing in this Code shall be interpreted as condoning or condemning any beliefs, values, or lifestyles based upon any characteristic referred to in subsection (2).

Harassment


19(1) No person who is responsible for an activity or undertaking to which this Code applies shall

- (a) harass any person who is participating in the activity or undertaking; or
- (b) knowingly permit, or fail to take reasonable steps to terminate, harassment of one person who is participating in the activity or undertaking by another person who is participating in the activity or undertaking.

"Harassment" defined

19(2) In this section, "**harassment**" means

- (a) a course of abusive and unwelcome conduct or comment undertaken or made on the basis of any characteristic referred to in subsection 9(2); or
- (b) a series of objectionable and unwelcome sexual solicitations or advances; or
- (c) a sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny any benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (d) a reprisal or threat of reprisal for rejecting a sexual solicitation or advance.



APPENDIX F

EMPLOYMENT STANDARDS – GOVERNMENT OF MANITOBA

Maternity Leave

Maternity leave gives expectant mothers the opportunity to take unpaid leave from work, without the fear of job loss.

What is the difference between maternity leave and parental leave?

Maternity Leave is an unpaid leave, taken by mothers near the end of a pregnancy or immediately afterwards.

Parental Leave is taken by fathers and mothers to care for a child after birth or adoption.

Who qualifies for maternity leave?

Employees who have worked with the same employer for at least seven consecutive months and are expecting to give birth to a child are entitled to take maternity leave.

How long is maternity leave?

The leave is up to 17 weeks long.

Do employees get paid when on leave?

No. Employers are not required to pay wages to employees while on leave. For all leaves, the legislation only requires employers to provide the time off and allow employees to return to their job when the leave has ended. Employers can, and often do, give greater benefits than those provided for in the legislation.

However, other federal programs may provide income replacement. Employees should contact the federal government to find out what types of leaves have income replacement.

The only exception under *The Employment Standards Code* where an employer is required to pay a portion of a leave is under the Domestic Violence Leave.

Are there programs to pay employees while on leave?

The federal government has income support programs to cover certain types of leave. To learn more, call Service Canada toll-free at 1 800 O-Canada (1-800-622-6232).

When can an employee start her maternity leave?

Maternity leave can begin up to 17 weeks before the expected date of the birth.

When must employees end maternity leave?

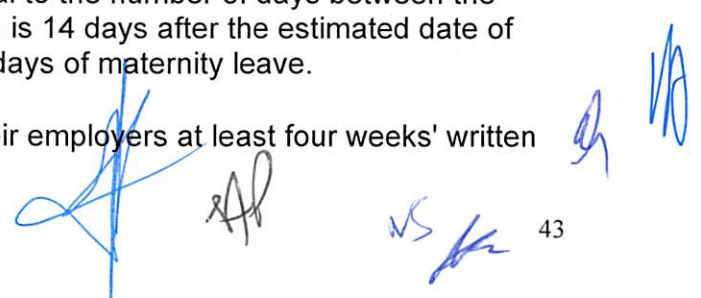
Generally, the leave will end 17 weeks after it began. The latest that a leave can last is 17 weeks after the birth.

What if employees have started their leave and the birth is after the expected due date?

Employees are entitled to more maternity leave equal to the number of days between the expected date and the birth. For example, if the birth is 14 days after the estimated date of delivery, the mother would receive an additional 14 days of maternity leave.

How do employees start the maternity leave?

Employees requesting maternity leave must give their employers at least four weeks' written



notice before the leave. They must also provide a medical certificate indicating the estimated date of delivery.

What if employees do not give the required notice?

Expectant mothers are still entitled to maternity leave if they fail to give four weeks written notice. Within two weeks of stopping work, employers must receive a medical certificate stating the expected date of delivery and noting any dates employees were unable to work because of the pregnancy in the 17 weeks before the expected date of birth. This time missed from work can be included in the maternity leave.

Who decides what type of leave an employee is taking?

Employees tell their employers what leave they are taking. The employer will need enough detail to show the time off work meets the requirements of the leave. When employees require time off, the employer should ask whether they are advising of a leave available under The Employment Standards Code. Employers do not control when employees can take a leave provided by law, but they do control other types of time off work.

What happens when maternity leave ends?

Employees, who have taken maternity leave and also wish to take parental leave, must do so immediately following the maternity leave, unless the employer agrees to a different arrangement.

How do employees start parental leave after maternity leave?

Employees wanting to take parental leave must give employers notice in writing at least four weeks before the leave. More information can be found on the Parental Leave fact sheet.

What if employees want to end their Maternity or Parental Leave early?

Employees who want to return to work before their leave has ended must give their employers notice in writing, at least two weeks or one pay period, whichever is longer, before returning to work.

What if the employee's job is no longer available?

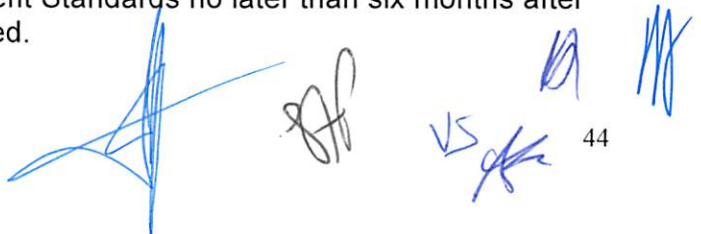
Generally, employees should be returned to the job they had before the leave. However, if the job is no longer available, they must be given a similar position with the same or greater benefits and pay.

There may be some situations where employers do not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the employer shut down part of their operations and reduced their workforce based on a seniority system.

Employers must show the leave has no impact on the decision to lay-off or terminate the employment.

What if the employer refuses to bring the employee back to work?

Employees must be allowed to return to their job, or a comparable job, with the same or greater pay and benefits when they return from leave. Employees who are not reinstated by their employer can file a complaint with Employment Standards no later than six months after the date the employee should have been reinstated.



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How does an unpaid leave affect...

Termination?

When it comes to how much notice an employer or an employee has to give upon termination, the amount of time spent on the leave has to be included in determining the length of service. See the Termination of Employment fact sheet for more details.

Vacation?

The leave does not affect the amount of vacation time an employee is entitled to, as the time spent on leave is included in the employee's length of service. However, since vacation pay is a percentage of wages earned, the leave will affect the vacation pay. See the Vacations & Vacation Pay fact sheet for more details.

What happens to pension and other benefits while an employee is on leave?

Employment is considered continuous during a legislated leave of absence from work. This means an employee is still employed, though not earning wages for the period of the leave. When employees return from the leave, they are still entitled to any pension and other benefits they had before the leave. As well, their years of service include the time away on the leave.

Will the information about the leave be confidential?

Unless it is required by law or the employee has given consent, employers cannot disclose information related to a leave except to other persons in the workplace, who need to know in order to carry out their duties.

What is a period of employment?

The period of employment is the length of time from when an employee starts working for an employer until the day the employment ends.

The period of employment also includes periods of temporary interruption in employment (a layoff, an unpaid leave), seasonal employment, and when an employee returns to work for the same employer after a break of less than two months.

Employees who work in a seasonal industry and return to work with the same employer each season have continuous service. Each consecutive season they return adds one more year of service to their total period of employment.

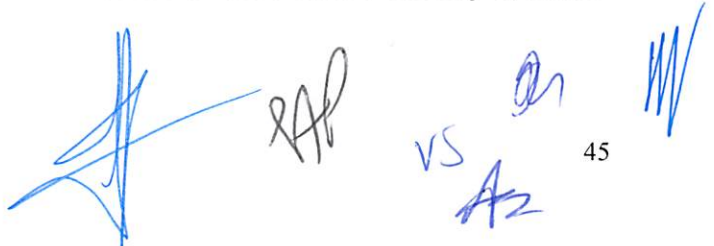
Layoffs and Periods of Employment

It is important to know how to determine an employee's period of employment because wages in lieu of notice is based on their length of employment.

When layoffs are longer than 8 weeks in a 16-week period, they become terminations and wages in lieu of notice is required. The employment is deemed to have been terminated without notice on the first day of the layoff.

The actual date on which a layoff began does not change because a state of emergency is declared or a state of emergency ends. For example:

- If an employee was laid off on February 18, 2020 and the layoff eventually became a termination, the period of employment will be deemed to have ended on February 18, 2020.
- However, if an employee was laid off on July 8, 2020 and the layoff eventually became a termination, the period of employment will be deemed to have ended on July 8, 2020.

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Parental Leave

Parental leave gives parents the opportunity to take an unpaid leave from work to care for a new child in their family without the fear of job loss.

What is the difference between maternity leave and parental leave?

Maternity Leave is an unpaid leave, taken by mothers near the end of a pregnancy or immediately afterwards.

Parental Leave is taken by fathers and mothers to care for a child after birth or adoption.

Who qualifies for parental leave?

Employees who have worked with the same employer for at least seven consecutive months and have become a parent by birth or adoption are entitled to the leave.

How long is parental leave?

As of June 4, 2018, parental leave is now 63 weeks long.

Employees must take the leave in one continuous period. Employees, who have taken maternity leave and also wish to take parental leave, must do so immediately following the maternity leave, unless the employer agrees to a different arrangement.

Do employees get paid when on leave?

No. Employers are not required to pay wages to employees while on leave. For all leaves, the legislation only requires employers to provide the time off and allow employees to return to their job when the leave has ended. Employers can, and often do, give greater benefits than those provided for in the legislation.

However, other federal programs may provide income replacement. Employees should contact the federal government to find out what types of leaves have income replacement.

The only exception under *The Employment Standards Code* where an employer is required to pay a portion of a leave is under the Domestic Violence Leave.

Are there programs to pay employees while on leave?

The federal government has income support programs to cover certain types of leave. To learn more, call Service Canada toll-free at 1 800 O-Canada (1-800-622-6232).

How does an employee start parental leave?

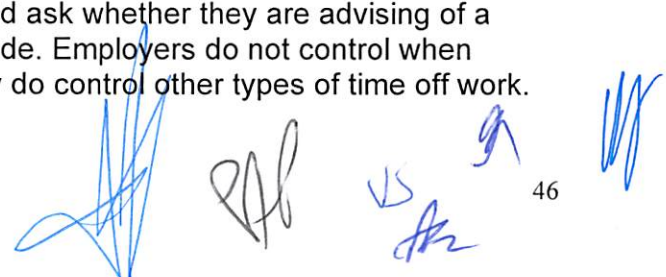
Parental leave can begin up to 18 months after the birth or adoption of a child. Employees requesting parental leave must give the employer at least four weeks written notice before the leave.

Employees who have taken maternity leave and also wish to take parental leave must do so immediately following the maternity leave, unless the employer agrees to a different arrangement.

Who decides what type of leave an employee is taking?

Employees tell their employers what leave they are taking. The employer will need enough detail to show the time off work meets the requirements of the leave.

When employees require time off, the employer should ask whether they are advising of a leave available under *The Employment Standards Code*. Employers do not control when employees can take a leave provided by law, but they do control other types of time off work.



What if employees don't give notice?

Employees are still entitled to parental leave if they do not give four weeks written notice. If an employee does not give notice, the leave can be shortened by the amount of notice not given. For example, an employee who only gives two weeks written notice would be entitled to 61 weeks leave instead of the full 63 weeks.

What happens when the leave ends?

Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with no less than the pay and benefits the employee earned immediately prior to the leave.

What if employees want to end their Maternity or Parental Leave early?

Employees who want to return to work before their leave has ended must give their employers notice in writing, at least two weeks or one pay period, whichever is longer, before returning to work.

What if the employee's job is no longer available?

Generally, employees should be returned to the job they had before the leave. However, if the job is no longer available, they must be given a similar position with the same or greater benefits and pay.

There may be some situations where employers do not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the employer shut down part of their operations and reduced their workforce based on a seniority system.

Employers must show the leave has no impact on the decision to lay-off or terminate the employment.

What if the employer refuses to bring the employee back to work?

Employees must be allowed to return to their job, or a comparable job, with the same or greater pay and benefits when they return from leave. Employees who are not reinstated by their employer can file a complaint with Employment Standards no later than six months after the date the employee should have been reinstated.

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What happens to pension and other benefits while an employee is on leave?

Employment is considered continuous during a legislated leave of absence from work. This means an employee is still employed, though not earning wages for the period of the leave. When employees return from the leave, they are still entitled to any pension and other benefits they had before the leave. As well, their years of service include the time away on the leave.

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What is a period of employment?

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Employees who work in a seasonal industry and return to work with the same employer each season have continuous service. Each consecutive season they return adds one more year of service to their total period of employment.

Layoffs and Periods of Employment

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The actual date on which a layoff began does not change because a state of emergency is declared or a state of emergency ends. For example:

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- However, if an employee was laid off on July 8, 2020 and the layoff eventually became a termination, the period of employment will be deemed to have ended on July 8, 2020.

For more information contact Employment Standards:

Phone: 204-945-3352 or toll free in Canada 1-800-821-4307

Fax: 204-948-3046

Website: www.manitoba.ca/labour/standards

Available in alternate formats upon request.

Date Published: February 26, 2021

manitoba.ca | 1-866-MANITOBA

This is a general overview and the information used is subject to change. For detailed information, please refer to current legislation including The Employment Standards Code, The Construction Industry Wages Act, The Worker Recruitment and Protection Act, or contact Employment Standards.



SEVEN OAKS SCHOOL DIVISION
AND
C.U.P.E 2938

ADDENDUM

SEVEN OAKS SCHOOL DIVISION – GROUP INSURANCE BENEFITS

Extended Health Care

The Extended Health Care benefit will pay (for each employee and his/her eligible dependents):

- 100% of eligible out-of-Province/Canada emergency medical expenses
- 100% of the cost of eye glasses, contact lenses, and eye examinations (inclusive), to a maximum of \$400 every 24 months
- 100% of the cost of ambulance services to the nearest hospital
- 80% of prescription drug costs with a pay-direct drug card with a \$6 dispensing fee cap, prescription drugs that are purchased at Costco are reimbursed at 90%
- 80% of the cost of services of the following practitioners, each to a maximum of \$850 per calendar year (Physician's referrals are not required):

Audiologist	Certified Athletic Therapist
Chiropractor	Dietician
Massage Therapist	Naturopath
Osteopath	Physiotherapist
Podiatrist/Chiropodist	Psychologist (including MSW/Clinical Counsellors)
Specialist in Acupuncture	Speech Therapist

- 80% of the cost of custom-made orthotics, up to \$350 per calendar year
- 80% of the cost of custom-made orthopaedic shoes, up to \$500 per calendar year
- 80% of the cost of hearing aids, up to \$1,000 in any period of 36 consecutive months
- 80% of private duty nursing charges, up to \$5,000 per calendar year



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In the event of death, Extended Health Care benefits will continue for dependents, at no charge, for up to 24 months.

Dental

The Dental benefit will pay (for each employee and his/her eligible dependents):

- 80% of Basic Dental Services
- 50% of Major Dental Services
- 50% of Orthodontic Services (for dependent children)

This benefit will pay up to \$1,500, Basic and Major services combined per calendar year, and up to a \$2,500 lifetime maximum for Orthodontic Services.

Benefits are payable in accordance with the General Practitioners current provincial fee guide (if referred to a Dental Specialist, expenses will be reimbursed at the appropriate reimbursement level, in accordance with the applicable Specialist fee guide).

In the event of death, Dental benefits will continue for dependents, at no charge, for up to 24 months.

The above is a summary of the Extended Health care benefit. For complete details, please refer to the employee booklet.

Current as of September 15, 2021.