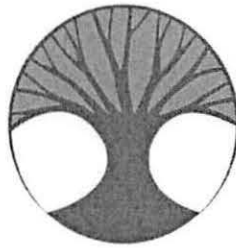


AGREEMENT ORIGINAL FILE COPY

BETWEEN

SEVEN OAKS SCHOOL DIVISION



SEVEN OAKS
SCHOOL DIVISION
community begins here

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 949



JANUARY 1, 2018 TO DECEMBER 31, 2021

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A collection of handwritten notes and signatures in blue ink. It includes the initials "SAP", a signature that appears to be "D.", and another signature that looks like "Bull" followed by "C" and "M". There are also some other scribbles and marks.

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THIS AGREEMENT

BETWEEN:

SEVEN OAKS SCHOOL DIVISION of the Province of Manitoba, hereinafter called the "BOARD"

Party of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 949, Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress, hereinafter called 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 the existing harmonious relations and settled conditions of employment between the Board and the Union, to promote cooperation and understanding between the Board and its Staff, to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation, and to promote the morale, well-being and security of all employees in the Bargaining Unit of the Union; and
- 1.02 Whereas it is now thought desirable that the methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;
- 1.03 Now, therefore, this Agreement witnesseth that the parties hereto, in consideration of the mutual covenant hereinafter contained, agree each with the other as follows:

ARTICLE 2 - DEFINITION

- 2.01 An "employee" is a person employed by the Employer and covered by this Agreement.
- 2.02 A "full-time" employee is one who regularly works the hours specified in Article 12.
- 2.03 A "part-time" employee is one who regularly works less than full-time hours.
- 2.04 A "term" employee shall be for a specific time period or until completion of a particular project.
- 2.05 A "casual" employee is one who is employed on an irregular and unscheduled basis or who is hired for a specific time period until the completion of a particular project or the occurrence of a specified event, and for a period of time of less than twelve (12) weeks.

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- 2.06 Where the context so requires, masculine and feminine genders and singular and plural shall be considered interchangeable.
- 2.07 The term "Employer" shall mean the Seven Oaks School Division.
- 2.08 The term "Union" shall mean the Canadian Union of Public Employees.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 949 as the sole and exclusive collective bargaining agent for all of its employees covered by Certificate #6822 as issued by the Manitoba Labour Board, 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 Union Checkoff

- (a) Each and every employee covered by this Agreement shall have an amount equal to the current Union dues deducted by the Employer from each pay whether such employee is a member of the Union or not.
- (b) Every pay period the Board agrees to deduct from the salaries of each and every employee covered by this Agreement, the amount of dues as determined by the Union.
- (c) These dues deductions shall be forwarded to the Secretary-Treasurer of the Union by the 15th of the following month, accompanied by a list of names of those employees from whom deductions have been made, the amount of the deductions, the hours worked by each employee and the wages earned by each employee.

3.03 Volunteers

Persons who are not in the bargaining unit shall not have access to student and personnel records.

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 membership or activity in the Union. A copy of the pertinent sections of the *Human Rights Code* is appended to this Agreement.

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ARTICLE 5 - RESOLUTIONS AND REPORTS TO THE BOARD

5.01 Copies of all resolutions adopted by the Board which affect this Agreement are to be forwarded to the Union, and posted on all bulletin boards.

ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS

6.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not less than three (3) members of the Board as appointees of the Board, and not less than three (3) members of the Union as appointees of the Union. The Union will advise the Board of the Union nominees to the Committee.

6.02 Representatives of Canadian Union of Public Employees

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or 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 matters arising out of this Collective Agreement or the Manitoba *Labour Relations Act*, providing reasonable notice is given and providing there is no disruption in services. The Board may, in any event, also have present such personnel of the Board as it deems necessary.

6.03 Meeting of Committees

In the event of either party wishing to call a meeting of the Committee, the Secretary of the Board shall be notified. The said meeting shall be held at such time and place as shall be fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) days after such notice has been given.

6.04 Functioning of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, etc. shall be referred to the Bargaining Committee for discussion and settlement.

ARTICLE 7 - CALCULATION OF SENIORITY

7.01 Every employee shall be placed on probation for a period of three (3) consecutive months of service from the date on which employment commenced. Days absent, excluding training, during the period of probation will be added to extend the period as required.

7.02 Seniority shall be established on the basis of an employee's service with the bargaining unit, calculated from the date upon which the employee commenced their present employment with the Board. Seniority for employees working clerical positions shall be separate from employees working IT positions.

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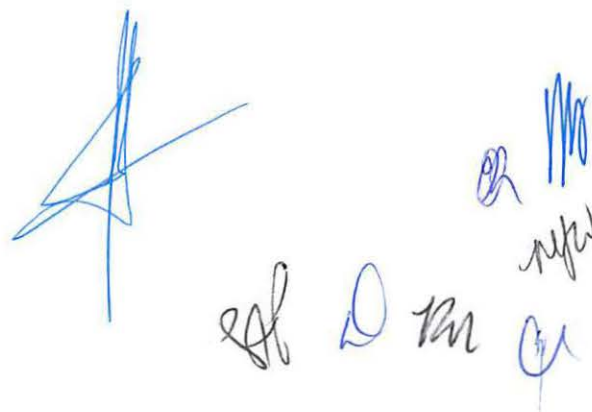
- 7.03 Term/casual employees shall have no seniority rights in matters of promotion, demotion, layoff and recall.
- 7.04 Service as a term employee shall be counted for seniority purposes in the event that such service is changed, by unbroken service, into permanent employment.
- 7.05 An up-to-date seniority list shall be sent to each school and department throughout the Division during the month of October. The list will include members hired prior to September 1st of that year. The Union shall be provided with a copy of this list.
- 7.06 Seniority/service shall accrue for all periods of time other than as indicated in Article 7.07 below.
- 7.07 Seniority/service shall be maintained and not accrued only during:
 - (a) maternity/parental leave exceeding fifty-four (54) weeks;
 - (b) personal leave of absence without pay exceeding three (3) months;
 - (c) long term disability exceeding one (1) year;
 - (d) layoff 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 (2) year period.

7.08 Transfer and Seniority Outside Bargaining Unit

If an employee is the successful applicant for an excluded position with the Employer 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 they must be the senior, qualified employee for a vacant posted position.

For purposes of all other benefits (e.g. vacation, sick leave), the employee's entire accumulated service, both from within the bargaining unit and from time spent within the excluded position, shall be counted.

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ARTICLE 8 - STAFF CHANGES

- 8.01 Prior to filling positions either inside or outside the bargaining unit, the Board shall post notices in the Board offices, schools and shops; and email said notices to all members of the bargaining unit. The postings shall be open for a period of five (5) working days, in order that all members know about the positions and be able to make written application thereof. Such notice shall contain the following information: nature and location of the position, required knowledge and education, ability and skills, whether day, evening or night shift, salary rate or range, and closing date and time of posting. Bulletins shall be e-mailed to the address on file with the Division for employees on sick leave or on leave of absence.
- 8.02 Governing Principles
- Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff and recall, provided the employee has the necessary qualifications to meet the requirements of the job. Qualifications necessary to perform the requirements of the position may be determined by a testing procedure. Prior to the closing of the bulletin, the applicant shall meet with the immediate supervisor(s) in order to discuss expectations and provide opportunity for clarification of job requirements. The successful applicant shall have two (2) working days to accept or reject the position. In a case of promotion or transfer, the successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after a period of three (3) months.
- 8.03 The Board shall, not later than ten (10) working days from when the decision was made, notify all applicants, and the Union, in writing, of the appointment. An employee who is notified that she is an unsuccessful applicant for a vacant or new position shall be supplied, upon request, with the reasons for non-acceptance within ten (10) days of being notified.
- 8.04 Term employees may be required to complete their term assignment before being considered for a permanent position within the bargaining unit.
- 8.05 The successful applicant may return to their prior position within the first twenty (20) working days, if the employee feels the position is not suited to them.
- 8.06 In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, the employee shall be returned to a position in the employee's former class with no loss in pay or seniority.
- 8.07 The Union recognizes that the Board may fill positions outside of the Bargaining Unit as it sees fit.
- 8.08 The Board recognizes, in principle, the desirability of training for promotion, if it is (a) necessary (b) practicable.
- 8.09 Male and female employees shall be given equal opportunity provided the applicant is suitable for the position vacant.

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8.10 Union Objection to Appointments

Any objection by the Union to staff changes shall be construed as a difference between the parties bound by the Agreement as provided for under the grievance procedure.

8.11 New Positions and Reclassifications

Where new positions are created or current positions reclassified, one (1) class up (or down) the incumbent shall be given the opportunity to retain the position without bulletining the position. Positions where the reclassification involves more than one (1) class change shall be bulletined. The Board shall advise the Union in advance of the nature of the position and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, the rate shall be negotiated between the Board and the Union. Failing agreement, the matter will be referred to mediation. A mediator will be assigned that is mutually agreeable to both parties, and be subject to Article 10.02.

8.12 Where the Division and the Union agree but there has been a substantial change in an existing job, they shall enter into negotiation to arrive at a mutually agreeable pay grade and rate. Failing agreement, the matter will be referred to mediation. A mediator will be assigned that is mutually agreeable to both parties and be subject to Article 10.02.

8.13 Positions Requiring Higher Certification

In cases of promotion requiring higher certification, the Board shall give consideration to employees who do not hold the required certificate, but are writing for such certificate prior to filling the vacancy. Such an employee shall be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required certificate is not obtained within such time.

8.14 All vacancies including those of a temporary nature having a known duration of more than twelve (12) weeks shall be bulletined.

8.15 When a position becomes vacant thirty (30) calendar days, or less, after the position was filled:

- (a) The position does not have to be bulletined, but rather, the position may be offered to the next qualified applicant, as outlined in Article 8.02, from the original competition.
- (b) If there was only one (1) applicant in the original competition the position will be bulletined.
- (c) If the position was originally filled from outside the bargaining unit, notice of the position vacancy will be posted in all offices for a period of two (2) working days. If No applications are received, the appointment will be made to an applicant outside the bargaining unit.

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- 8.16 (a) When an employee is absent on extended sick leave including LTD for two (2) years or less, or maternity/adoptive/parental leave or personal leave of fifty-four (54) weeks or less, the incumbent's position will be bulletined as a term position.
- (b) When an employee is absent on extended sick leave, including LTD for more than two (2) years or maternity/adoptive/parental leave or personal leave for more than fifty-four (54) weeks, the incumbent's position shall be bulletined as an established position.
- (c) Should the employee return from leave in a. above she will return to their former position.
- (d) Should the employee return from leave in b. above, she will replace the employee in the least senior position in their position's pay grade.

Where replacement of the employee in the least senior position results in a reduction in hours worked, there shall be no loss in salary until a comparable position is available in that pay grade, for which the employee may apply.

If the employee does not choose to apply, salary shall be reduced to compensate the employee for actual hours worked.

- (e) An employee returning from any of the above leave conditions shall notify the Employer at least two (2) weeks in advance of their intended date of return.
- 8.17 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 their former position. If their former position no longer exists, the employee shall be returned to an equivalent position at no loss of salary, and until a position in a comparable classification is available, for which the employee must apply.
- 8.18 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 part of the Division's Policy Manual.

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ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 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 approach their immediate supervisor and attempt to resolve the matter at that level immediately.

Step 2

If a mutually agreeable resolution is not reached, and should the employee wish to see the matter progress to the next level, the employee shall submit the grievance to the Union no later than seven (7) working days after the event in question or the consequences of the event in question or from the time an employee should reasonably have known of the occurrence of the event upon which the grievance is based.

Step 3

If the Union considers the grievance to be justified, the employee(s), together with the employee's(s') steward, shall first seek to settle the dispute with their immediate supervisor, in writing. The supervisor shall respond within seven (7) working days.

Step 4

Failing settlement, the Union shall within seven (7) working days from receipt of the supervisor's response, submit to the Superintendent a written statement of the particulars of the grievance and the redress sought. The Superintendent shall respond, in writing, within five (5) working days.

Step 5

Failing satisfactory agreement being reached in Step 4, the Union shall within ten (10) working days of receipt of the decision at Step 4, appeal the decision, in writing, to the Board of Trustees through the Secretary of the Board and a hearing shall be granted at the next regular meeting of the Board following submission of the appeal. The Board of Trustees shall render a written decision within fifteen (15) working days of the hearing.

Step 6

Failing a satisfactory settlement within fifteen (15) working days of receipt of the Board's decision at Step 5, the Union may, on giving fifteen (15) working days' notice, in writing, to the Board of its intention, refer the dispute to Arbitration.

- 9.02 Time limits, referred to in Steps 1-5, may be extended with the mutual agreement, in writing, of the parties.
- 9.03 Where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to by-pass Steps 1 and 2 of this Article.
- 9.04 Replies to grievances shall be in writing at all stages.
- 9.05 Grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed.
- 9.06 The Board shall supply the necessary accommodation for the grievance meetings.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party of 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 (2) so-named shall within five (5) days select a third (3rd) 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.

10.02 Who May Be An Arbitrator?

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

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

- 10.03 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 within forty-eight (48) hours after the Chairperson is appointed. It shall hear and determine the differences or allegations and render a decision within ten (10) days from the time the Chairperson is appointed. The decision of the majority shall be the decision of the Board.

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10.04 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, which it shall do within three (3) days.

10.05 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (½) of the fees and expenses of the Chairperson;
- (c) one-half (½) the expenses of the Arbitration Board for clerical assistance, supplies and rent of a place to meet.

10.06 Amending of Time Limits

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

10.07 Witnesses

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

ARTICLE 11 - PROGRESSIVE DISCIPLINE AND DISCHARGE

11.01 Progressive Discipline Process

- (a) An employee will only be disciplined for just cause.
- (b) A hearing will be held with an employee prior to making a determination to impose discipline on an employee. The employee shall have the option to have a Union Representative present.
- (c) Where the disciplinary action to be taken is a written warning or suspension, the employee will be advised in writing of the disciplinary action. Written discipline will be copied to the employee, the employees file, and to the Union.
- (d) An employee may appeal disciplinary action in accordance with the grievance procedures set out in Article 9.

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- 11.02 A regular employee shall be dismissed only for just cause and only upon the authority of the Board. The Superintendent or their designate may suspend an employee but shall immediately report such action to the Board. Such employee and the Union shall be advised promptly in writing by the Board of the reason for such dismissal or suspension.
- 11.03 An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under Article 9 - Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.
- 11.04 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be reinstated immediately in former position without loss of seniority rating and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period preceding such discharge or suspension.
- 11.05 In the event of dismissal under this clause, payment of wages and holiday pay owing shall be in accordance with provincial legislation.

ARTICLE 12 - HOURS OF WORK

- 12.01 The normal workweek shall consist of five (5) seven (7) hour days from Monday to Friday inclusive.
- 12.02 (a) Ten (10) month employees shall be given every opportunity over casual employees to work during July and August. Notice of intent must be given prior to April 30th in writing to the Superintendent's Department.
- (b) Part-time employees shall be given every opportunity over casual employees for additional hours of work, if they so choose. Interested employees shall submit their names to the Superintendent's Department.
- 12.03 An employee who works five (5) or more hours per day shall be entitled to a minimum thirty (30) minute unpaid lunch break.
- 12.04 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.

ARTICLE 13 - OVERTIME

- 13.01 Overtime shall mean all time worked in excess of the regular daily or weekly hours as set out in Article 12. All overtime work shall be on a voluntary basis. Overtime must be authorized by a supervisory official. Overtime shall be compensated for at the rate of time and one-half (1½ x) on week days and double time (2 x) on weekends.

- 13.02 Instead of cash payments for approved overtime, an employee may opt to receive time off at the appropriate overtime rate at a time mutually agreed upon by the Employer and the employee. Overtime worked during the school year, excluding June, shall be taken off within the current school year. Overtime worked in June of any given school year shall be taken off within the following school year.
- 13.03 A part-time employee shall only be eligible for overtime payment after working the full prescribed daily or weekly hours of work as specified in Article 12 hereof.
- 13.04 Any employee who, after returning home, is required to work outside of their regular working hours shall be paid a minimum of three (3) hours at overtime rates.
- 13.05 Sharing of Overtime

Overtime shall be divided equally among the employees engaged in similar types of operation and who are qualified to perform the work that is available.
- 13.06 When an employee is required to work three (3) or more hours beyond the employee's regular shift and is unable to go home, the employee shall receive ten dollars (\$10) for meal allowance with the proviso that the payment of meal allowance has been agreed to by the employee's supervisor in advance.
- 13.07 Any time worked during July and August will be paid at regular rates of pay.

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	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day
Remembrance Day	Louis Riel Day	

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

- 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.
- 14.03 All employees working in schools not requiring their services during the summer months shall be eligible for Statutory Holiday pay if they are present and working the days immediately preceding and immediately following the Statutory Holiday and/or they have fifteen (15) calendar days of service in the month the holiday occurs. In the event an employee is on sick leave either the working days immediately preceding or following the Statutory Holiday they shall be eligible for Statutory Holiday pay.

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15.04 Length of Vacations

10 Month Employees hired after July 1, 2005

- shall be granted the following vacations with pay:
 - zero (0) to eight (8) years' service - fifteen (15) working days
 - after eight (8) years' service - fifteen (15) working days, plus two (2) days to be paid out
 - after fifteen (15) years' service - fifteen (15) working days, plus six (6) days to be paid out
 - after twenty-five (25) years' service - fifteen (15) working days, plus ten (10) days to be paid out

10 Month Employees hired prior to July 1, 2005

- shall be granted the following vacations with pay. For vacation entitlement in excess of thirteen (13) days, employees may choose to take time off or be paid out in accordance with Article 15.06.
 - less than eight (8) years' service - fifteen (15) working days
 - eight (8) to twelve (12) years' service - twenty (20) working days
 - after twelve (12) years' service* - seventeen (17) working days
 - after fifteen (15) years' service - twenty-one (21) working days
 - after twenty-five (25) years' service - twenty-five (25) working days

12 Month employees hired after July 1, 2005

- shall be granted the following vacations with pay:
 - zero (0) to eight (8) years' service - fifteen (15) working days
 - after eight (8) years' service - twenty (20) working days
 - after fifteen (15) years' service - twenty-five (25) working days
 - after twenty-five (25) years' service - thirty (30) working days

12 Month employees hired prior to July 1, 2005

- shall be granted the following vacations with pay:
 - after two (2) years' service - fifteen (15) working days (plus two [2] to be paid out)
 - after eight (8) years' service - twenty (20) working days (plus two [2] to be paid out)
 - after twelve (12) years' service - twenty (20) working day
 - after fifteen (15) years' service - twenty-five (25) working days
 - after twenty-five (25) years' service - thirty (30) working days

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- 15.05 All employees working for the Division on a twelve (12) month basis shall receive the number of days vacation to which they are entitled under Article 15.04 at a time mutually agreed between the employee and the Employer and at such times which result in the least disruption to the Division.
- (a) Exceptions to this general rule may be granted at the discretion of the Superintendent or the Superintendent's designate, provided the request is made in writing prior to the period of vacation.
 - (b) In the case of conflict, preference in choice of vacation dates shall be determined by seniority of service with the Division.
 - (c) Whenever possible, employees shall be permitted to schedule vacation in blocks of two (2) weeks or more.
 - (d) Twelve (12) month employees on retirement/resignation/death or termination shall have unused vacation time prorated on a ten (10) month basis.

- 15.06 All employees working for the Division on a ten (10) month basis shall receive the number of days vacation to which they are entitled under Article 15.04 and in the following order of priority:
- (a) Regular working days in the Christmas vacation period.
 - (b) Regular working days in the Spring Break period.
 - (c) For employees hired prior to July 1, 2005 only - by arrangement with the school principal or immediate supervisor, holidays to which the employee is entitled.
 - (d) Ten (10) month employees will receive a payout for the balance of their entitlement under Article 15.04 on the first pay date in June.

15.07 Statutory Holidays during Vacation

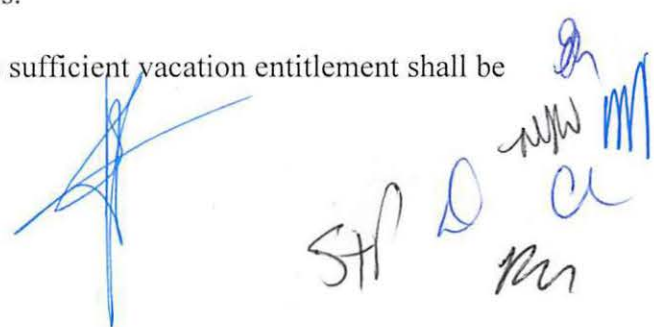
If a Statutory Holiday or declared holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday in addition to this regular vacation time or pay in lieu of time.

15.08 Bereavement during Vacation Period

The Board may, under extenuating circumstances, grant bereavement leave in the form of compensatory days off, to an employee suffering a bereavement during their vacation period.

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

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



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- 15.11 (a) Except as limited and defined in Article 7.07, 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.
- (b) 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 they are credited with full vacation benefits as if they had been working the entire year.
 - (ii) If the employee returns to work within one (1) calendar year of the day that they began extended sick leave, there is no loss of vacation benefits. In other words, if an employee returns within one (1) calendar year they are entitled to their 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, she will upon 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 *Workers' Compensation Act* or absence for medical appointments.

16.02 Amount of Sick Leave

Sick leave shall be granted to all employees on the basis of two (2) working days per month accumulative to one hundred and twenty-five (125) working days.

16.03 Deduction of Sick Leave

In any one (1) year in which an employee has not had sick leave, or has had only a portion thereof, they shall be entitled to an accrual of all the unused sick leave for their future benefit. A deduction shall be made from the accumulated sick leave as defined in 16.01 and 16.02.

16.04 Proof of Illness

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

16.05 Sick Leave without Pay

Sick leave without pay may be granted at the sole discretion of the Board to any 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.

16.06 When an employee on vacation becomes ill to the extent that the services of a medical practitioner are required, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use sick leave credits for the period which the medical practitioner verifies in writing on a form to be provided by the Board that the employee would have been unable to carry out work duties.

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

(a) 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 (1) 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 (1) 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.

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(b) Executive and 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.

- (c) Such employees shall receive their 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 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 18 - LEAVE OF ABSENCE FOR PUBLIC SERVICE18.01 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

- (a) 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.
- (b) 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.

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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 their designate, shall be either at:

- (a) no cost to the full or part-time employee involved, or
- (b) the actual cost of a substitute required to replace the employee during the period of such absence.

The decision as to whether (a) or (b) shall apply shall be made by the Superintendent or their 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 their designate.

The following notification period shall apply:

- (a) 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.
- (b) 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.
- (c) 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.

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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, brother, sister, grandmother, grandfather 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 father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, 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 Leave for Seminars, Workshops or Short Courses

The Employer may provide time off with pay, for employees to participate in appropriate seminars, workshops or short courses.

19.07 Maternity/Parental/Adoptive Leave Top Up

- (a) Employees shall be entitled to maternity/parental/adoptive leave as per the provisions of applicable provincial legislation.
- (b) A copy of the pertinent sections of the *Employment Standards Code* is appended to this agreement.
- (c) (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.

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- (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 their 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 their 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.
- (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 ninety percent (90%) of gross salary.
- (d) Maternity/parental/adoptive leave shall not constitute a break in employment.
- (e) At the termination of the maternity/parental/adoptive leave, the employee will be reinstated in the position occupied by them at the time such leave commenced or in a comparable position in the event that their position no longer exists.

19.08 Personal Leave

- (a) 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 in writing fifteen (15) working days prior to the leave and approved by the employee's Supervisor.
- (b) 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.

19.09 Compassionate Care Leave

An employee shall receive compassionate care leave without pay as per the provisions of applicable provincial legislation.

19.10 An employee who, subject to the prior written approval of the Division, enters a course of training which will better qualify the employee to perform their job with the Division, shall be reimbursed by the Division the cost of the course provided the employee successfully completes the approved course of training and provides proof of successful completion to the Division. The decision regarding approval shall be the sole prerogative of the Division, and such decision shall not be the subject of grievance or arbitration proceedings pursuant to the provision of this Agreement.

ARTICLE 20 - PAYMENT OF WAGES

20.01 The Board shall pay wages and salaries every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. Once every two (2) weeks each employee shall be provided with an itemized statement of their wages and deductions.

20.02 Pay During Temporary Transfer

Any employee who is temporarily required to accept the responsibilities and carry out the duties incident to a position senior to that which they normally hold shall be paid immediately for the period in which they carry out the duties of the senior position, except where the wage rate received in their own position exceeds the minimum for the position in which they are substituting, in which case they will receive the next highest rate. If an employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, the pay for such substitute shall not be changed.

20.03 A term employee shall receive the entry level wage rate for the position they assume, except when an employee retires and continues to offer their services to the Division. Then they shall maintain their existing step of the pay grade in which they are performing.

20.04 For ten (10) month employees payment for any time worked during July and August shall be based on the weekly rates etc., as established by this Agreement.

20.05 Increments

1. (a) For Clerical Staff

New employees to the Division will normally be hired at Step 1 of their classification. Should it be considered necessary to hire an employee at other than Step 1, with the consent of CUPE Local 949, the Employer shall be entitled to place the external applicant who, at the time she is offered a position by Seven Oaks School Division, was employed at another School Division within the City of Winnipeg, and is the successful candidate for a bargaining unit position, at the wage step outlined in Schedule 'A' that most closely matches the wage that the external applicant was entitled to in their previous employment.

(b) For Staff working in Accounting/Payroll/Information Technology

New employees to the Division will normally be hired at Step 1 of their classification. Should it be considered necessary to hire an employee at other than Step 1, with the consent of CUPE Local 949, the Employer shall be entitled to place the external applicant who, at the time she is offered a position by Seven Oaks School Division, was employed in a comparable position, and is the successful candidate for a bargaining unit position, at the wage step outlined in Schedule 'A' that most closely matches the wage that the external applicant was entitled to in their previous employment.

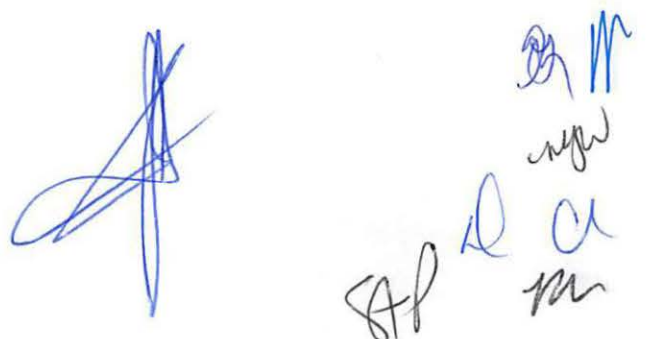
(c) Movement from one (1) step to the next in the Salary Schedule takes place on the anniversary date of employment for Step 1 through Step 4, other than as enumerated in Article 7.06 (Seniority). Movement to Step 5 takes place after the twelfth (12th) anniversary date of employment.

1. An employee assigned, promoted or reclassified in accordance with the Collective Agreement to a higher classification shall be placed at an increased rate in the reclassification which is the next higher than the employee's previous rate.

ARTICLE 21 - TERMINATION OF EMPLOYMENT

21.01 Except in cases of dismissal for cause the Board may terminate the employment of any employee upon giving notice in accordance with the *Employment Standards Code*.

Any such employee may resign in accordance with the *Employment Standards Code* and shall be eligible for a resignation gratuity in accordance with Article 23.02.



2ARTICLE 22 - EMPLOYEE GROUP BENEFITS22.01 Life Insurance

The Division will administer the Manitoba Public School Employees Group Life Insurance Plan (MPSEGLIP) 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 the 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:

- (a) Participation in this plan shall be a condition of employment.
- (b) The Board shall pay one hundred percent (100%) per month of the established universal premium.
- (c) The plan benefits will at a minimum include those in effect at January 1, 2011, per Addendum, or as mutually agreed by the Board and CUPE Local 949.



22.03 Short Term and Long Term Disability

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

- (a) That the employee pay the full premium for salary continuation insurance;
- (b) That the Board agree to make available biweekly payroll deduction privileges to its staff for the purpose of salary continuance insurance plan.

22.04 Pension Plan

It is further agreed that after six (6) months from the initial date of hire in the Division, each employee shall participate in a contributory pension plan.

Biweekly deductions, matched by the Board, shall be as outlined in the plan (M.S.B.A. 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.

- 22.07 It is agreed that in the event that alternative Group Health and Life Insurance coverage and/or carriers is deemed desirable a review will be conducted by a Committee with representation from the Board and all non-teaching employee groups, or as mutually agreed.

ARTICLE 23 - RETIREMENT/RESIGNATION POLICY

23.01 CUPE Local 949 employees shall be eligible to retire in accordance with pension plan provisions.

23.02 The parties agree that CUPE Local 949 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 949 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 949 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 949 employee is to resign or retire.

Payment of such resignation gratuity for CUPE Local 949 employees not retiring shall be made on June 30th.

Payment of such retirement gratuity shall be made, at the option of the CUPE Local 949 employee, on the effective date of their retirement, or January 1st of the year following their retirement.

A retiring CUPE Local 949 employee who wishes to have their retirement gratuity placed into an RRSP shall so notify the Board and complete any prescribed forms.

23.03 Long Service Step

1. 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 the following:
 - (i) Twenty (20) or more years of continuous service; and
 - (ii) The employee has been at the maximum step of their salary scale for a minimum of one (1) year.
2. Employees who do not meet the above criteria on October 1, 2015, shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in #1 above.

Note: For the purpose of #1 and #2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (full-time, part-time).

ARTICLE 24 - OTHER BENEFITS

24.01 Proper Accommodation

Where possible, proper accommodation shall be provided in all schools for employees of the Board to have their meals and keep their clothes.

24.02 Technological Change

The Employer agrees to adhere to standards as set out in Section 83 of the *Labour Relations Act*.

24.03 It is further agreed to form a joint committee to study the matter of technological change.

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24.04 Labour Management Committee:Establishment of Committee

A Labour Management Committee shall be established consisting of a minimum of three (3) from each group. The Committee shall enjoy the full support of both parties in the interest of the maximum service, and job security for the employees.

24.05 Chairperson of the Meeting

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.

24.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall have jurisdiction over Health and Safety concerns.

24.07 The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

24.07 Workers' Compensation Pay Supplement

- (a) An employee shall suffer no loss of pay or benefits as a result of an injury received while in the performance of their duties within the division, where compensation for loss of wages is granted by the Workers' Compensation Board. The employee shall continue to receive their normal pay.
- (b) The salary will be paid to the employee until such time as the employee uses up their accumulated sick leave. The Employer shall deduct one-quarter ($\frac{1}{4}$) 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.
- (c) 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 themselves available for light duties.

24.09 All Information Technology Department staff would receive a vehicle allowance in an amount that is the greater of fifty dollars (\$50) per month or their actual mileage reimbursement as per Board policy.

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ARTICLE 25 - EMPLOYMENT INSURANCE

25.01 All employees coming within the scope of this Agreement shall be covered by Employment Insurance.

25.02 E.I. Rebate Refunds to Employees

Should the Division become eligible for a 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 Treasurer of the Union.

ARTICLE 26 - LAYOFFS AND RECALL

26.01 Definition of Layoff

A layoff shall be defined as a reduction in the regular hours of work as defined in this Agreement.

26.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

Positions that are increased by more than one (1) hour shall be bulletined. In the event that the incumbent is the unsuccessful applicant or chooses not to apply for the position, the incumbent may move to another position. The Union and Management will develop a process for accomplishing this in a manner that is least disruptive for all involved. If unable to reach a satisfactory agreement the bumping process will be used.

However, they shall maintain their pay grade step for any available work. The right to bump shall include the right to bump up.

26.03 Recall Procedure

Employees shall be recalled in the order of their seniority.

26.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

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26.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective day of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

26.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated according to Article 9 of this Agreement.

ARTICLE 27 - INDEMNIFICATION

27.01 The Division has purchased and will maintain insurance coverage to provide its employees protection as follows:

The Employer shall indemnify and save harmless all employees from legal liability for bodily injury or property damage, in the event of claims arising from the administration of:

"Medical-type" services; for example, to handicapped students. This includes, by way of example, physiotherapy, or giving pills or injections. This clause shall apply whether or not a teacher is present or is directing the administration, providing only that the employee is acting within the scope of their duties.

The Employer will provide legal defence costs and, where the interests of the Employer and employee(s) are not synonymous, the employee(s) will be entitled to receive independent legal defence.

ARTICLE 28 - AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

28.01 In the event the Division merges or amalgamates with any other body, the Division undertakes to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Division.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Division.
- (c) 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.
- (d) Conditions of employment and wage rates for the new Division shall be equal to the best provisions in effect with the merging Divisions.

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- (e) No employee shall suffer a loss of employment as a result of a merger.
- (f) Preference in location of employment in the merged Divisions shall be on the basis of seniority.

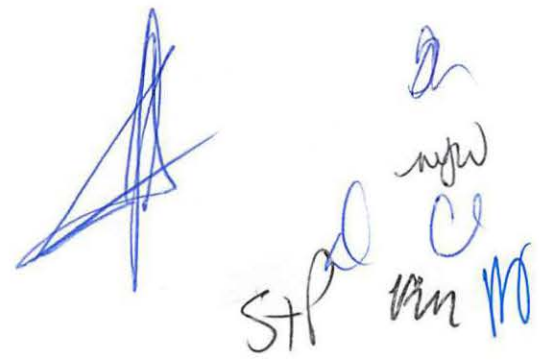
28.02 Portability of Service Credits

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 29 - TERMS OF AGREEMENT

- 29.01 This Agreement shall be binding and in effect January 1, 2018 to December 31, 2021, and shall continue from year to year thereafter unless either party give to the other party notice in writing at least two (2) months prior to December 31st, in any year it desires its termination.
- 29.02 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 29.03 Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations in good faith and make every reasonable effort to consummate a revision or new Agreement.



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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, Co-Chair of Negotiations and the Secretary-Treasurer and the Union has caused these presents to be executed on its behalf by the President, Negotiating Committee and the National Representative of the Canadian Union of Public Employees, Local 949.

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

SIGNED ON BEHALF OF:
Canadian Union of Public Employees,
Local 949

D. Wolfram
President

Morgan Walker
Negotiating Committee

C. Sienkewicz
Negotiating Committee

M. Wasilewski
Negotiating Committee

John P. ...
National Representative

SIGNED ON BEHALF OF:
Seven Oaks School Division

Greg McFadden
Chairperson of the Board

[Signature]
Co-Chair of Negotiations

[Signature]
Secretary-Treasurer

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APPENDIX A**SALARY SCHEDULES**

During the school year (September 1st to June 30th) an employee designated Administrative Assistant, Superintendent's Department, who carries out the duties of arranging for substitute employees shall be paid an additional twenty-five dollars (\$25) per month.

		<i>January 1, 2018 to December 30, 2018</i>			
		<i>1.60%</i>			
<i>Position</i>		<i>Weekly</i>	<i>Biweekly</i>	<i>Hourly</i>	
	<i>Step</i>	<i>\$</i>	<i>\$</i>	<i>\$</i>	
Pay Grade 1	1	790.00	1,580.00	22.57	
	2	817.50	1,635.00	23.36	
	3	846.50	1,693.00	24.19	
	4	874.00	1,748.00	24.97	
	5 > 12yrs	900.50	1,801.00	25.73	
	6 >20 yrs	919.00	1,838.00	26.26	
Pay Grade 2	1	809.00	1,618.00	23.11	
	2	837.00	1,674.00	23.91	
	3	865.50	1,731.00	24.73	
	4	893.50	1,787.00	25.53	
	5 > 12yrs	920.50	1,841.00	26.30	
	6 >20 yrs	939.00	1,878.00	26.83	
Pay Grade 3	1	832.00	1,664.00	23.77	
	2	860.00	1,720.00	24.57	
	3	888.50	1,777.00	25.39	
	4	917.00	1,834.00	26.20	
	5 > 12yrs	944.50	1,889.00	26.99	
	6 >20 yrs	963.50	1,927.00	27.53	
Pay Grade 4 <ul style="list-style-type: none"> · Receptionist: SBO · Administrative Assistant: Substitute Clerk · Administrative Assistant: Maintenance · Administrative Assistant: Maintenance & Transportation 	1	854.00	1,708.00	24.40	
	2	882.50	1,765.00	25.21	
	3	912.00	1,824.00	26.06	
	4	939.00	1,878.00	26.83	
	5 > 12yrs	967.00	1,934.00	27.63	
	6 >20 yrs	986.00	1,972.00	28.17	

SALARY SCHEDULES

		<i>January 1, 2018 to December 30, 2018</i>		
		1.60%		
<i>Position</i>		<i>Weekly</i>	<i>Biweekly</i>	<i>Hourly</i>
	<i>Step</i>	<i>\$</i>	<i>\$</i>	<i>\$</i>
Pay Grade 4 (B) · Clerk: Accounting	1	862.50	1,725.00	24.64
	2	891.00	1,782.00	25.46
	3	920.00	1,840.00	26.29
	4	947.50	1,895.00	27.07
	5 > 12yrs	976.00	1,952.00	27.89
	6 > 20 yrs	995.50	1,991.00	28.44
Pay Grade 5 · School Administrative Assistant · Administrative Assistant: ECSS · Administrative Assistant: Transportation · Administrative Assistant: Program Resource-Technology	1	871.00	1,742.00	24.89
	2	899.50	1,799.00	25.70
	3	927.50	1,855.00	26.50
	4	956.00	1,912.00	27.31
	5 > 12yrs	984.50	1,969.00	28.13
	6 > 20 yrs	1,004.00	2,008.00	28.69
Pay Grade 6	1	893.50	1,787.00	25.53
	2	921.50	1,843.00	26.33
	3	950.50	1,901.00	27.16
	4	978.50	1,957.00	27.96
	5 > 12yrs	1,008.00	2,016.00	28.80
	6 > 20 yrs	1,028.00	2,056.00	29.37
Pay Grade 7 · Clerk: Payroll · Clerk: Payroll/Accounting	1	914.00	1,828.00	26.11
	2	942.50	1,885.00	26.93
	3	972.00	1,944.00	27.77
	4	999.00	1,998.00	28.54
	5 > 12yrs	1,029.50	2,059.00	29.41
	6 > 20 yrs	1,050.00	2,100.00	30.00

JAP C
 M W
 S W

SALARY SCHEDULES

		<i>December 31, 2018 to December 28, 2019</i>		
		1.40%		
<i>Position</i>		<i>Weekly</i>	<i>Biweekly</i>	<i>Hourly</i>
	<i>Step</i>	<i>\$</i>	<i>\$</i>	<i>\$</i>
Pay Grade 1	1	801.00	1,602.00	22.89
	2	829.00	1,658.00	23.69
	3	858.50	1,717.00	24.53
	4	886.00	1,772.00	25.31
	5 > 12yrs	913.00	1,826.00	26.09
	6 > 20 yrs	932.00	1,864.00	26.63
Pay Grade 2	1	820.50	1,641.00	23.44
	2	848.50	1,697.00	24.24
	3	877.50	1,755.00	25.07
	4	906.00	1,812.00	25.89
	5 > 12yrs	933.50	1,867.00	26.67
	6 > 20 yrs	952.00	1,904.00	27.20
Pay Grade 3	1	843.50	1,687.00	24.10
	2	872.00	1,744.00	24.91
	3	901.00	1,802.00	25.74
	4	930.00	1,860.00	26.57
	5 > 12yrs	957.50	1,915.00	27.36
	6 > 20 yrs	977.00	1,954.00	27.91
Pay Grade 4 · Receptionist: SBO · Administrative Assistant: Substitute Clerk · Administrative Assistant: Maintenance · Administrative Assistant: Maintenance & Transportation	1	866.00	1,732.00	24.74
	2	895.00	1,790.00	25.57
	3	925.00	1,850.00	26.43
	4	952.00	1,904.00	27.20
	5 > 12yrs	980.50	1,961.00	28.01
	6 > 20 yrs	1,000.00	2,000.00	28.57

Handwritten signatures in blue ink, including a large stylized signature, a signature with the letter 'C', and several other initials and names.

SALARY SCHEDULES

		<i>December 31, 2018 to December 28, 2019</i>		
		1.40%		
<i>Position</i>	<i>Step</i>	<i>Weekly</i>	<i>Biweekly</i>	<i>Hourly</i>
		\$	\$	\$
Pay Grade 4 (B) · Clerk: Accounting	1	874.50	1,749.00	24.99
	2	903.50	1,807.00	25.81
	3	933.00	1,866.00	26.66
	4	961.00	1,922.00	27.46
	5 > 12yrs	989.50	1,979.00	28.27
	6 > 20 yrs	1,009.50	2,019.00	28.84
Pay Grade 5 · School Administrative Assistant · Administrative Assistant: ECSS · Administrative Assistant: Transportation · Administrative Assistant: Program Resource-Technology	1	883.00	1,766.00	25.23
	2	912.00	1,824.00	26.06
	3	940.50	1,881.00	26.87
	4	969.50	1,939.00	27.70
	5 > 12yrs	998.50	1,997.00	28.53
	6 > 20 yrs	1,018.00	2,036.00	29.09
Pay Grade 6	1	906.00	1,812.00	25.89
	2	934.50	1,869.00	26.70
	3	964.00	1,928.00	27.54
	4	992.00	1,984.00	28.34
	5 > 12yrs	1,022.00	2,044.00	29.20
	6 > 20 yrs	1,042.50	2,085.00	29.79
Pay Grade 7 · Clerk: Payroll · Clerk: Payroll/Accounting	1	927.00	1,854.00	26.49
	2	955.50	1,911.00	27.30
	3	985.50	1,971.00	28.16
	4	1,013.00	2,026.00	28.94
	5 > 12yrs	1,044.00	2,088.00	29.83
	6 > 20 yrs	1,064.50	2,129.00	30.41

Handwritten signatures in blue ink, including a large signature on the left and several smaller ones on the right.

SALARY SCHEDULES

		<i>December 29, 2019 to December 27, 2020</i>		
		0.50%		
<i>Position</i>		<i>Weekly</i>	<i>Biweekly</i>	<i>Hourly</i>
	<i>Step</i>	<i>\$</i>	<i>\$</i>	<i>\$</i>
Pay Grade 1	1	805.00	1,610.00	23.00
	2	833.00	1,666.00	23.80
	3	863.00	1,726.00	24.66
	4	890.50	1,781.00	25.44
	5 > 12yrs	917.50	1,835.00	26.21
	6 >20 yrs	936.50	1,873.00	26.76
Pay Grade 2	1	824.50	1,649.00	23.56
	2	852.50	1,705.00	24.36
	3	882.00	1,764.00	25.20
	4	910.50	1,821.00	26.01
	5 > 12yrs	938.00	1,876.00	26.80
	6 >20 yrs	957.00	1,914.00	27.34
Pay Grade 3	1	847.50	1,695.00	24.21
	2	876.50	1,753.00	25.04
	3	905.50	1,811.00	25.87
	4	934.50	1,869.00	26.70
	5 > 12yrs	962.50	1,925.00	27.50
	6 >20 yrs	982.00	1,964.00	28.06
Pay Grade 4 · Receptionist: SBO · Administrative Assistant: Substitute Clerk · Administrative Assistant: Maintenance · Administrative Assistant: Maintenance & Transportation	1	870.50	1,741.00	24.87
	2	899.50	1,799.00	25.70
	3	929.50	1,859.00	26.56
	4	957.00	1,914.00	27.34
	5 > 12yrs	985.50	1,971.00	28.16
	6 >20 yrs	1,005.00	2,010.00	28.71

SALARY SCHEDULES

Position	December 29, 2019 to December 27, 2020			
	0.50%			
	Step	Weekly \$	Biweekly \$	Hourly \$
Pay Grade 4 (B) · Clerk: Accounting	1	879.00	1,758.00	25.11
	2	908.00	1,816.00	25.94
	3	937.50	1,875.00	26.79
	4	966.00	1,932.00	27.60
	5 > 12yrs	994.50	1,989.00	28.41
	6 >20 yrs	1,014.50	2,029.00	28.99

Pay Grade 5 · School Administrative Assistant · Administrative Assistant: ECSS · Administrative Assistant: Transportation · Administrative Assistant: Program Resource-Technology	1	887.50	1,775.00	25.36
	2	916.50	1,833.00	26.19
	3	945.00	1,890.00	27.00
	4	974.50	1,949.00	27.84
	5 > 12yrs	1,003.50	2,007.00	28.67
	6 >20 yrs	1,023.00	2,046.00	29.23

Pay Grade 6	1	910.50	1,821.00	26.01
	2	939.00	1,878.00	26.83
	3	969.00	1,938.00	27.69
	4	997.00	1,994.00	28.49
	5 > 12yrs	1,027.00	2,054.00	29.34
	6 >20 yrs	1,047.50	2,095.00	29.93

Pay Grade 7 · Clerk: Payroll · Clerk: Payroll/Accounting	1	931.50	1,863.00	26.61
	2	960.50	1,921.00	27.44
	3	990.50	1,981.00	28.30
	4	1,018.00	2,036.00	29.09
	5 > 12yrs	1,049.00	2,098.00	29.97
	6 >20 yrs	1,070.00	2,140.00	30.57

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SALARY SCHEDULES

<i>December 28, 2020 – December 31, 2021</i>				
3.30%				
<i>Position</i>		<i>Weekly</i>	<i>Biweekly</i>	<i>Hourly</i>
	<i>Step</i>	<i>\$</i>	<i>\$</i>	<i>\$</i>
Pay Grade 1	1	831.50	1,663.00	23.76
	2	860.50	1,721.00	24.59
	3	891.50	1,783.00	25.47
	4	920.00	1,840.00	26.29
	5 > 12yrs	948.00	1,896.00	27.09
	6 >20 yrs	967.50	1,935.00	27.64
Pay Grade 2	1	851.50	1,703.00	24.33
	2	880.50	1,761.00	25.16
	3	911.00	1,822.00	26.03
	4	940.50	1,881.00	26.87
	5 > 12yrs	969.00	1,938.00	27.69
	6 >20 yrs	988.50	1,977.00	28.24
Pay Grade 3	1	875.50	1,751.00	25.01
	2	905.50	1,811.00	25.87
	3	935.50	1,871.00	26.73
	4	965.50	1,931.00	27.59
	5 > 12yrs	994.50	1,989.00	28.41
	6 >20 yrs	1,014.50	2,029.00	28.99
Pay Grade 4 · Receptionist: SBO · Administrative Assistant: Substitute Clerk · Administrative Assistant: Maintenance · Administrative Assistant: Maintenance & Transportation	1	899.00	1,798.00	25.69
	2	929.00	1,858.00	26.54
	3	960.00	1,920.00	27.43
	4	988.50	1,977.00	28.24
	5 > 12yrs	1,018.00	2,036.00	29.09
	6 >20 yrs	1,038.00	2,076.00	29.66

Mr. [unclear]
[unclear] [unclear]
[unclear] [unclear]
[unclear]

SALARY SCHEDULES

		<i>December 28, 2020 – December 31, 2021</i>		
		3.30%		
<i>Position</i>	<i>Step</i>	<i>Weekly \$</i>	<i>Biweekly \$</i>	<i>Hourly \$</i>
Pay Grade 4 (B) · Clerk: Accounting	1	908.00	1,816.00	25.94
	2	938.00	1,876.00	26.80
	3	968.50	1,937.00	27.67
	4	998.00	1,996.00	28.51
	5 > 12yrs	1,027.50	2,055.00	29.36
	6 > 20 yrs	1,048.00	2,096.00	29.94
Pay Grade 5 · School Administrative Assistant · Administrative Assistant: ECSS · Administrative Assistant: Transportation · Administrative Assistant: Program Resource-Technology	1	917.00	1,834.00	26.20
	2	946.50	1,893.00	27.04
	3	976.00	1,952.00	27.89
	4	1,006.50	2,013.00	28.76
	5 > 12yrs	1,036.50	2,073.00	29.61
	6 > 20 yrs	1,057.00	2,114.00	30.20
Pay Grade 6	1	940.50	1,881.00	26.87
	2	970.00	1,940.00	27.71
	3	1,001.00	2,002.00	28.60
	4	1,030.00	2,060.00	29.43
	5 > 12yrs	1,061.00	2,122.00	30.31
	6 > 20 yrs	1,082.00	2,164.00	30.91
Pay Grade 7 · Clerk: Payroll · Clerk: Payroll/Accounting	1	962.00	1,924.00	27.49
	2	992.00	1,984.00	28.34
	3	1,023.00	2,046.00	29.23
	4	1,051.50	2,103.00	30.04
	5 > 12yrs	1,083.50	2,167.00	30.96
	6 > 20 yrs	1,105.50	2,211.00	31.59

Handwritten signatures and initials in blue and pink ink, including a large blue signature and several smaller initials.

**SALARY SCHEDULE
INFORMATION TECHNOLOGY (IT)**

<i>January 1, 2018 to December 30, 2018</i>				
<i>1.60%</i>				
<i>Position</i>	<i>Step</i>	<i>Weekly \$</i>	<i>Biweekly \$</i>	<i>Hourly \$</i>
Divisional Network Administrator Divisional Network Technician - Sharepoint	1	975.50	1,951.00	27.87
	2	1,064.50	2,129.00	30.41
	3	1,154.00	2,308.00	32.97
	4	1,243.50	2,487.00	35.53
	5	1,333.00	2,666.00	38.09
	6 >12 yrs	1,373.00	2,746.00	39.23
	7 >20 yrs	1,400.50	2,801.00	40.01
Computer System Technician	1	942.50	1,885.00	26.93
	2	971.50	1,943.00	27.76
	3	999.50	1,999.00	28.56
	4	1,028.50	2,057.00	29.39
	5	1,056.50	2,113.00	30.19
	6 >12 yrs	1,084.50	2,169.00	30.99
	7 >20 yrs	1,106.50	2,213.00	31.61

**SALARY SCHEDULE
INFORMATION TECHNOLOGY (IT)**

		<i>December 31, 2018 to December 28, 2019</i>		
		<i>1.40%</i>		
<i>Position</i>	<i>Step</i>	<i>Weekly \$</i>	<i>Biweekly \$</i>	<i>Hourly \$</i>
Divisional Network Administrator Divisional Network Technician - Sharepoint	1	989.00	1,978.00	28.26
	2	1,079.50	2,159.00	30.84
	3	1,170.00	2,340.00	33.43
	4	1,261.00	2,522.00	36.03
	5	1,351.50	2,703.00	38.61
	6 >12 yrs	1,392.00	2,784.00	39.77
	7 >20 yrs	1,420.00	2,840.00	40.57
Computer System Technician	1	955.50	1,911.00	27.30
	2	985.00	1,970.00	28.14
	3	1,013.50	2,027.00	28.96
	4	1,043.00	2,086.00	29.80
	5	1,071.50	2,143.00	30.61
	6 >12 yrs	1,099.50	2,199.00	31.41
	7 >20 yrs	1,122.00	2,244.00	32.06

**SALARY SCHEDULE
INFORMATION TECHNOLOGY (IT)**

	<i>December 31, 2019 to December 27, 2020</i>			
	<i>0.50%</i>			
<i>Position</i>	<i>Step</i>	<i>Weekly \$</i>	<i>Biweekly \$</i>	<i>Hourly \$</i>
Divisional Network Administrator Divisional Network Technician - Sharepoint	1	994.00	1,988.00	28.40
	2	1,085.00	2,170.00	31.00
	3	1,176.00	2,352.00	33.60
	4	1,267.50	2,535.00	36.21
	5	1,358.50	2,717.00	38.81
	6 >12 yrs	1,399.00	2,798.00	39.97
	7 >20 yrs	1,427.00	2,854.00	40.77
Computer System Technician	1	960.50	1,921.00	27.44
	2	990.00	1,980.00	28.29
	3	1,018.50	2,037.00	29.10
	4	1,048.00	2,096.00	29.94
	5	1,077.00	2,154.00	30.77
	6 >12 yrs	1,105.00	2,210.00	31.57
	7 >20 yrs	1,127.50	2,255.00	32.21

**SALARY SCHEDULE
INFORMATION TECHNOLOGY (IT)**

	<i>December 28, 2020 – December 31, 2021</i>			
	<i>COLA (3.30%)</i>			
<i>Position</i>	<i>Step</i>	<i>Weekly \$</i>	<i>Biweekly \$</i>	<i>Hourly \$</i>
Divisional Network Administrator Divisional Network Technician - Sharepoint	1	1,027.00	2,054.00	29.34
	2	1,121.00	2,242.00	32.03
	3	1,215.00	2,430.00	34.71
	4	1,309.50	2,619.00	37.41
	5	1,403.50	2,807.00	40.10
	6 >12 yrs	1,445.00	2,890.00	41.29
	7 >20 yrs	1,474.00	2,948.00	42.11
	Computer System Technician	1	992.00	1,984.00
2		1,022.50	2,045.00	29.21
3		1,052.00	2,104.00	30.06
4		1,082.50	2,165.00	30.93
5		1,112.50	2,225.00	31.79
6 >12 yrs		1,141.50	2,283.00	32.61
7 >20 yrs		1,164.50	2,329.00	33.27

Handwritten initials/signatures in purple and blue ink.

Large handwritten signature in blue ink.

Small handwritten signature in blue ink.

Dated at Winnipeg, Manitoba, this _____ day of _____, 2021.

SIGNED ON BEHALF OF:
Canadian Union of Public Employees,
Local 949

Dubeyran
President

Myra Hill
Negotiating Committee

Mujawani
Negotiating Committee

C Senesky
Negotiating Committee

[Signature]
National Representative

SIGNED ON BEHALF OF:
Seven Oaks School Division

[Signature]
Chairperson of the Board

[Signature]
Co-Chair of Negotiations

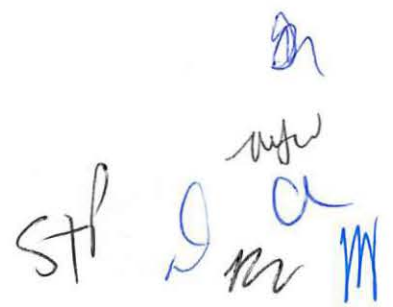
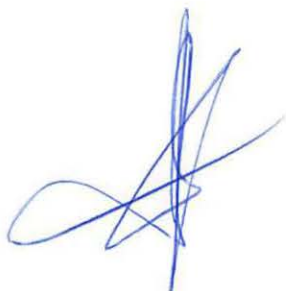
[Signature]
Secretary-Treasurer

LETTERS OF UNDERSTANDING

**SEVEN OAKS SCHOOL DIVISION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 949**

RE: DEFINED BENEFIT PENSION PLAN

As an outcome of 2015 negotiations between the Seven Oaks School Division (SOSD) and CUPE 949, both parties agree that the Seven Oaks School Division and CUPE 949 may reopen negotiations but that we are not predetermining the outcome of the negotiations.



APPENDIX A
HUMAN RIGHTS CODE OF MANITOBA

CHAPTER H175

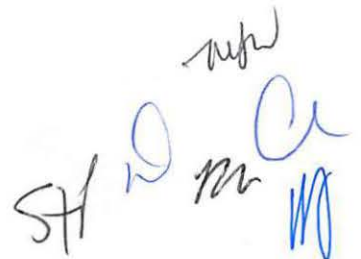
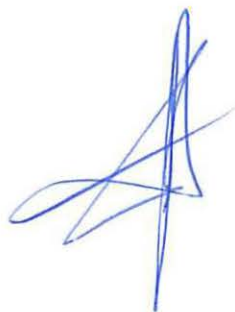
PART II - PROHIBITED CONDUCT AND SPECIAL PROGRAMS

"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).

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 pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
 - (g) gender-determined characteristics or circumstances other than those included in clause (f);
 - (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 dog guide or other animal assistant, a wheelchair, or any other remedial appliance or device.



Systemic discrimination

9(3) In this Code, "**discrimination**" includes any act or omission that results in discrimination within the meaning of subsection (1), regardless of the form that the act or omission takes and regardless of whether the person responsible for the act or omission intended to discriminate.

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 B**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.

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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.

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.

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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.

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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.

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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.

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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

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.

**Available in alternate formats
upon request.**

Date Published: February 26, 2021

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APPENDIX C

SEVEN OAKS SCHOOL DIVISION - GROUP INSURANCE BENEFITS

OVERVIEW OF BENEFITS AS AT JANUARY 1, 2015

Extended Health Care

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

1. 100% of eligible out-of-Province/Canada emergency medical expenses
2. 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

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

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Dental

The Dental benefit will pay (for each employee and their 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 \$1,500 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.

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