

COLLECTIVE AGREEMENT

BETWEEN

**SEVEN OAKS SCHOOL DIVISION
(WAYFINDERS PROGRAM)**



**SEVEN OAKS
SCHOOL DIVISION**
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AND

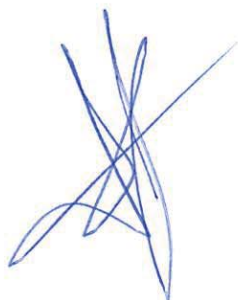
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2348**



**TERM OF AGREEMENT:
JANUARY 1, 2018 TO DECEMBER 31, 2021**

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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. 2348, 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.

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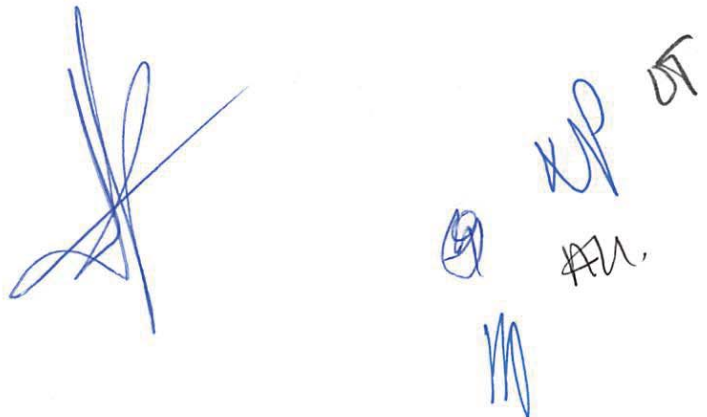
- 2.04 A "term" employee shall be for a specific time period or until completion of a particular project.
- 2.05 A "grant employee" is one who works on a project funded through municipal, provincial, federal or other grant.
- 2.06 A "casual" employee is one who is employed on an irregular and unscheduled 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.
- 2.07 Where the context so requires, masculine and feminine genders and singular and plural shall be considered interchangeable.
- 2.08 The term "Employer" shall mean the Seven Oaks School Division.
- 2.09 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 2348 as the sole and exclusive collective bargaining agent for all of its employees covered by Certificate #6947 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. Amounts so deducted will be reported annually on the Employees' Income Tax slips.

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- (c) Such dues shall be forwarded in one (1) monthly cheque to the Canadian Union of Public Employees National Office, along with the completed direct remittance form supplied to the Employer by the CUPE representative by the 15th of the following month. The cheque shall be accompanied by a list of the names, hours worked, wages earned and classifications of employees from whose wages the deductions have been made. Additional information will be provided which indicates the status of employees by showing whether an employee is permanent, part-time, start date, temporary or has any other employment status.
- (d) The Union shall notify the Employer in writing, of any change in the amount of dues deduction at least thirty (30) days prior to the expected change.

3.03 Volunteers

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

3.04 No Other Agreements

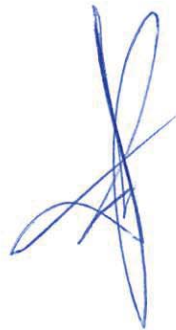
No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

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.

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.

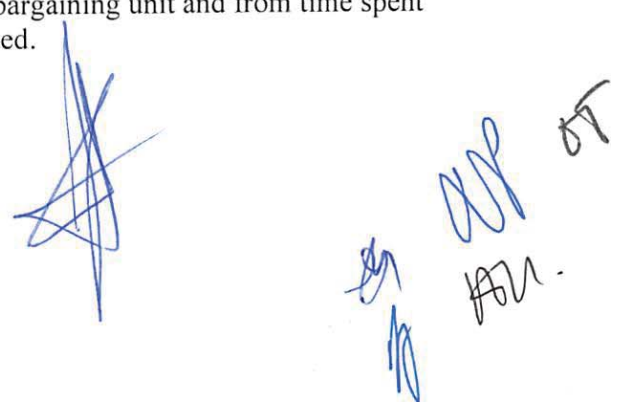
- 7.03 Term/grant/casual employees shall have no seniority rights in matters of promotion, demotion, layoff and recall.
- 7.04 Service as a term or grant employee shall be counted for seniority purposes in the event that such service is changed, by unbroken service, into permanent employment.
- 7.05 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 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 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 promotion or transfer, the successful applicant shall meet with the immediate supervisor(s) in order to discuss expectations and provide opportunity for clarification of job requirements. 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 and (b) practicable.

8.09 Male and female employees shall be given equal opportunity provided the applicant is suitable for the position vacant.

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 that there has been a substantial change in an existing job, they shall enter into negotiations 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.

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- (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.

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.

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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.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, Union Stewards, upon approval of their immediate supervisor, may assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure. Such approval shall not be unreasonably withheld.

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

Step 1

The employee(s) shall first 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.

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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.

- 9.03 Time limits, referred to in Steps 1 to 5, may be extended with the mutual agreement, in writing, of the parties.
- 9.04 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.
- 9.05 Replies to grievances shall be in writing at all stages.
- 9.06 Grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed.
- 9.07 The Board shall supply the necessary accommodation for the grievance meetings.

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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.

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;

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- (b) one-half (1/2) of the fees and expenses of the Chairperson;
- (c) one-half (1/2) 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, DISCHARGE AND ACCESS TO PERSONNEL FILE

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. An employee shall be entitled to respond in writing to any document/letter in her personnel file and a reply shall also be placed in her personnel file.
- (d) An employee may appeal disciplinary action in accordance with the grievance procedures set out in Article 9.

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.

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- 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.
- 11.06 Personnel File
An employee accompanied by a Union Representative, if she so elects, may examine her personnel file on request within seven (7) calendar days.
- 11.07 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 12 - HOURS OF WORK

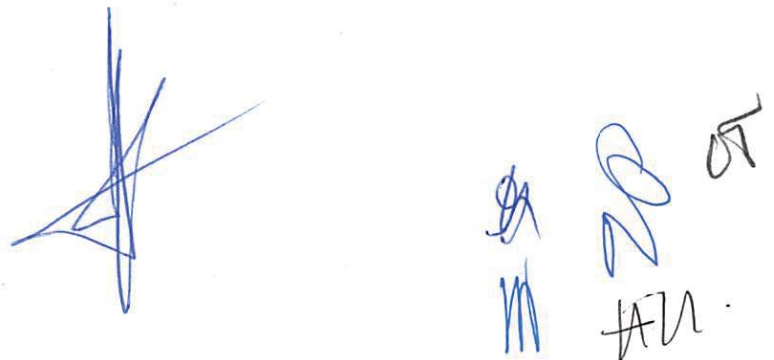
- 12.01 (a) The normal workweek shall consist of five (5) seven (7) hour days from Monday to Friday inclusive.
- (b) The normal workweek for the Volunteer Coordinator shall consist of five (5) eight (8) hour days from Monday to Friday inclusive.
- (c) Notwithstanding (a) and (b) above, employees may be required to work periodic Saturdays and/or Sundays. If total hours worked in a week exceeds thirty-five (35) hours (forty [40] hours for the volunteer coordinator) employees shall be paid in accordance with Article 13 and take the overtime in either cash payment or time off at time and one-half (1½). Such time off shall be at a mutually agreeable time.
- (d) Where employees are required to work a periodic Saturday or Sunday shift the normal work week will be reduced.
- 12.02 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.

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- 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.
- 12.05 An employee who reports for work as scheduled and is sent home by their supervisor or designate shall be paid a minimum of three (3) hours at her basic rate of pay; however, when such employee works for any portion of her scheduled shift, she shall receive pay for that entire shift. Employees shall not be required to make up the time if sent home under this clause unless they so choose.

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 if the total hours worked in the week exceeds the weekly hours set out under Article 12.
- 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 fairly 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.

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13.07 Flex-time

All time worked which is not authorized by the Employer beyond the normal work day or biweekly period (as specified in Article 12 - Hours of Work), but where in the employee's judgement the work is essential to the operation of the facility/program, shall be considered as flex-time.

The need for and use of flex-time will be reviewed with employees on a regular basis and the ongoing use of flex-time will be at the discretion of the Employer in consultation with the employee.

Flex-time will be maintained in a flex-time bank with a written record.

Flex-time will be compensated by granting equivalent time off at regular rate of pay.

Employees are encouraged to take flex-time back in the same pay period in which it is accumulated. However, employees will be allowed to bank hours to a maximum of five (5) days after which no further flex-time will be allowed to accumulate until the bank has been reduced. Exceptions to these generalities to be made by mutual agreement between the Employer and employee.

Flex-time hours must be recovered during times where relief is not required.

Flex-time banks must be cleared by fiscal year end unless otherwise arranged by mutual agreement between the Employer and the employee.

13.08 An employee shall not be required to layoff during regular hours to equalize any overtime worked.

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

ARTICLE 15 - VACATIONS

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

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

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

15.04 Length of Vacations

Employees 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

*Volunteer Coordinator to start at twenty (20) working days of vacation

- after fifteen (15) years' service - twenty-five (25) working days
- after twenty-five (25) years' service - thirty (30) working days

15.05 All employees working for the Division 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.

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- (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) The Board will limit the summer shut-down to one (1) week [five working days] each year.
- (e) Employees on retirement/resignation/death or termination shall have unused vacation time prorated on a ten (10) month basis.

15.06 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.

15.07 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.

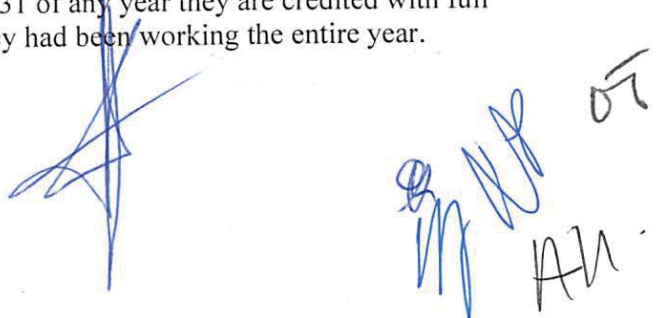
15.08 Employees terminating employment prior to having received their vacation entitlement shall receive payment in lieu of vacation on a pro rata basis.

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

15.10 (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 their 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 in excess of three (3) working days 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.

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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.

(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.

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- (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 SERVICE

18.01 Jury Duty

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

18.02 Public Affairs

- (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 three (3) days of sick leave per year to attend to medical emergencies 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. A doctor's certificate may be requested.

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.

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- (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.

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

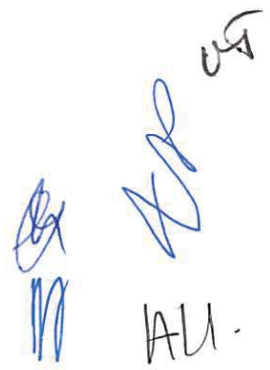
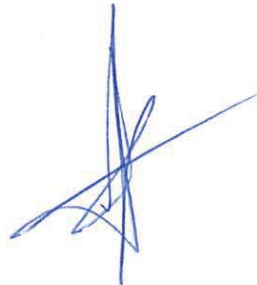
The Employer may provide time off with pay, for employees to participate in appropriate seminars, workshops or short courses.

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.

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- (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.
- (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 Appendix "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.

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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 holds 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 rate of the pay rate in which they are performing.

20.04 (a) Increments

All new employees shall begin at the first increment level. Movement from one (1) step to the next in the Salary Schedule takes place on the anniversary date of employment.

(b) 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.

ARTICLE 22 - EMPLOYEE GROUP BENEFITS

22.01 Life Insurance

It is agreed that the following plan of group life insurance shall be applicable to all employees covered by this Agreement:

Class "A" Coverage of four (4) times annual earnings rounded to the next higher \$10,000 with a minimum benefit of \$50,000, and a maximum benefit of \$400,000.

Class "B" Coverage of two (2) times annual earnings rounded to the next higher \$10,000 with a minimum benefit of \$25,000, and a maximum benefit of \$400,000.

The established premium for group life insurance shall be paid by the employee.

Effective June 1, 2015 the foregoing will no longer be applicable, and will be superseded by the following:

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 a cost share formula where the Division pays the first one time (1x) salary and the employee pays the second. 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:

Participation in the plan is a condition of employment based upon the eligibility criteria set out in the plan. The Board shall pay one hundred percent (100%) of the established universal premium.

The plan benefits will at a minimum include those in effect at January 1, 2015, as set forth in the attached addendum, or as mutually agreed by the Board and the Union.

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 2348 employees shall be eligible to retire in accordance with pension plan provisions.

23.02 The parties agree that CUPE Local 2348 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 2348 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 2348 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 2348 employee is to resign or retire.

Payment of such resignation gratuity for CUPE Local 2348 employees not retiring shall be made on June 30th.

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Payment of such retirement gratuity shall be made, at the option of the CUPE Local 2348 employee, on the effective date of their retirement, or January 1st of the year following their retirement.

A retiring CUPE Local 2348 employee who wishes to have their retirement gratuity placed into an RRSP shall so notify the Board and complete any prescribed forms.

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 72 of the *Labour Relations Act*.

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

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.

24.08 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 (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.

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.

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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.

26.05 Advance Notice of Layoff

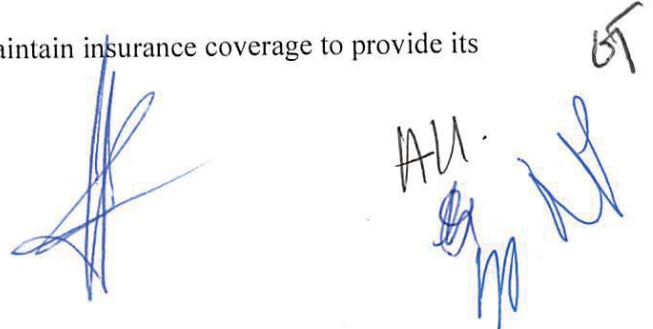
Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective day of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days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

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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 gives 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.

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 2348.

Dated at Winnipeg, Manitoba this 17th day of JANUARY, 2021.

**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

[Signature]
Negotiating Committee

[Signature]
Negotiating Committee

[Signature]
Negotiating Committee

[Signature]
National Representative

**SIGNED ON BEHALF OF:
SEVEN OAKS SCHOOL DIVISION
(WAYFINDERS PROGRAM)**

[Signature]
Chairperson of the Board

[Signature]
Co-Chair of Negotiations

[Signature]
Secretary-Treasurer

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AM.
[Signature]

**APPENDIX "A" - WAGE SCALE
WAYFINDERS MANITOBA INC.**

Seven Oaks School Division

CUPE 2348 - Wayfinders

Salary Grids: January 1, 2018 to December 31, 2021

Student Parent Support Workers:

2018 Grid: Effective January 1, 2018			1.60%
	Hourly	Bi-weekly *	Annual **
Step 1	22.35	1,564.50	40,833.45
Step 2	24.48	1,713.60	44,724.96
Step 3	26.60	1,862.00	48,598.20
Step 4	27.14	1,899.80	49,584.78

2019 Grid: Effective December 31, 2018			1.40%
	Hourly	Bi-weekly	Annual
Step 1	22.66	1,586.20	41,399.82
Step 2	24.82	1,737.40	45,346.14
Step 3	26.97	1,887.90	49,274.19
Step 4	27.52	1,926.40	50,279.04

2020 Grid: Effective December 30, 2019			0.50%
	Hourly	Bi-weekly	Annual
Step 1	22.77	1,593.90	41,600.79
Step 2	24.94	1,745.80	45,565.38
Step 3	27.10	1,897.00	49,511.70
Step 4	27.66	1,936.20	50,534.82

2021 Grid: Manitoba Cost of Living Once Known			
	Hourly	Bi-weekly	Annual
Step 1	TBD	TBD	TBD
Step 2	TBD	TBD	TBD
Step 3	TBD	TBD	TBD
Step 4	TBD	TBD	TBD

* Based on 70 hours

** Based on 26.1 bi-weekly pay periods

Handwritten notes and signatures in blue ink, including the word "All" and "OT" (Overtime).

APPENDIX "B"

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

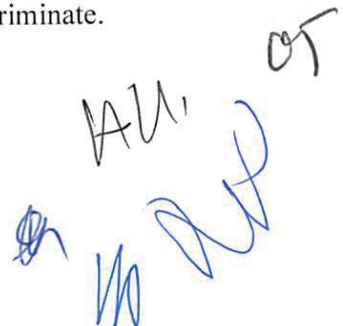
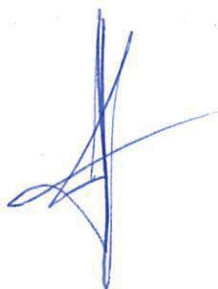
9(2) The applicable characteristics for the purposes of clauses (1)(b) to (d) are

- (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

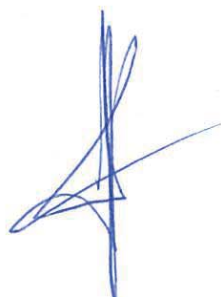
19(1) No person who is responsible for an activity or undertaking to which this Code applies shall

- (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 "C"

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.

Does the employer need to pay during the leave?

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

Are there programs to pay employees while on leave?

Yes, the federal government provides programs through Employment Insurance (EI) to cover this type of leave. Please check with your local EI office or call 1-800-206-7218 for details.

When can an employee start her maternity leave?

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

When must employees end maternity leave?

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

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

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

How do employees start the maternity leave?

Employees requesting maternity leave must give their employers at least four weeks' written notice before the leave. They must also provide a medical certificate indicating the estimated date of delivery.

What if employees do not give the required notice?

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

Who decides what type of leave an employee is taking?

Employees must tell their employer what type of leave they are taking. The employer will need enough detail to show the time-off meets the requirements for a statutory leave.

If an employee requests time-off without specifying a statutory leave, the employer should ask whether they are advising of a leave under The Employment Standards Code or requesting permission for unpaid time-off. Employers do not control when an employee can take an unpaid leave under The Employment Standards Code, but they do control other types of time-off.

What happens when maternity leave ends?

At the end of maternity leave, employees may take parental leave. Mothers must take maternity and parental leave one after the other. They cannot take their maternity leave, return to work, and then take the parental leave.

How do employees start parental leave after maternity leave?

Employee 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 page.

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 employees' job is no longer available?

Generally, a comparable position with the same pay and benefits must be offered. In special circumstances, employers may not have a position available for reasons completely unrelated to the leave. For example, if employers shut down part of their operations and reduce their workforce based on a seniority system, employees who are on unpaid leave would not necessarily be protected from losing their jobs.

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

What if employers refuse to bring employees back to work?

An employee who believes they were terminated because they took or requested leave may file a claim with the Employment Standards Branch. Employers who do not allow employees to return to work after a leave may be ordered to pay compensation, and in some cases reinstate them to their jobs.

How does an unpaid leave affect vacations?

During a legislated or approved leave of absence from work, employment is considered continuous. Therefore, an employee is still considered employed, though not earning wages. The leave does not affect employees' right to take vacation time; it only affects the amount of vacation wages earned. See the Vacations and Vacation Pay page for details on earning and paying vacation.

For more information contact the Employment Standards Branch:

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

Fax: 204-948-3046

E-mail: employmentstandards@gov.mb.ca

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* and *The Worker Recruitment and Protection Act*, or contact the Employment Standards Branch to ask for advice.

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?

Parental leave is up to 37 weeks long and must be taken in one continuous period.

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Does the employer need to pay during the leave?

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

Are there programs to pay employees while on leave?

Yes, the federal government provides programs through Employment Insurance (EI) to cover this type of leave. Please check with your local EI office or call 1-800-206-7218 for details.

How does an employee start parental leave?

Parental leave can begin up to one year after the birth or adoption of a child. 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.

Employees requesting parental leave must give the employer at least four weeks' written notice before the leave.

Who decides what type of leave an employee is taking?

Employees must tell their employer what type of leave they are taking. The employer will need enough detail to show the time-off meets the requirements for a statutory leave.

If an employee requests time-off without specifying a statutory leave, the employer should ask whether they are advising of a leave under The Employment Standards Code or requesting permission for unpaid time-off. Employers do not control when an employee can take an unpaid leave under The Employment Standards Code, but they do control other types of time-off.

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 only be entitled to 35 weeks' leave.

What happens when the leave ends?

Employees must be allowed to return to their job, or a comparable job with the same or greater benefits and pay, when they return from leave. Employers may not discriminate or attempt to punish employees for taking a 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 employees' job is no longer available?

Generally, a comparable position with the same pay and benefits must be offered. In special circumstances, employers may not have a position available for reasons completely unrelated to the leave. For example, if employers shut down part of their operations and reduce their workforce based on a seniority system, employees who are on unpaid leave would not necessarily be protected from losing their jobs.

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

What if employers refuse to bring employees back to work?

An employee who believes they were terminated because they took or requested leave may file a claim with the Employment Standards Branch. Employers who do not allow employees to return to work after a leave may be ordered to pay compensation, and in some cases reinstate them to their jobs.

How does an unpaid leave affect vacations?

During a legislated or approved leave of absence from work, employment is considered continuous. Therefore, an employee is still considered employed, though not earning wages. The leave does not affect employees' right to take vacation time; it only affects the amount of vacation wages earned. See the Vacations and Vacation Pay page for details on earning and paying vacation.

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APPENDIX "D"

SEVEN OAKS SCHOOL DIVISION - GROUP INSURANCE BENEFITS

OVERVIEW OF BENEFITS AS AT JANUARY 1, 2011

Extended Health Care

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

1. 100% of eligible out-of-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 \$4 dispensing fee cap
 - 80% of the cost of services of the following practitioners, each to a maximum of \$750 per calendar year:

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 \$500 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.

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.

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