

COLLECTIVE AGREEMENT

BETWEEN

THE WINNIPEG SCHOOL DIVISION

AND

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES

JULY 8, 2013 TO JULY 1, 2017

***All new or amended information is in red.*

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THIS AGREEMENT made and entered as of this 27th day of June, 2014

BETWEEN:

THE WINNIPEG SCHOOL DIVISION
(hereinafter referred to as the "Division")

OF THE FIRST PART,

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES (WANTE)
(hereinafter referred to as the "Association")

OF THE SECOND PART.

PREAMBLE:

WHEREAS it is the intention and purpose of the parties to this Agreement to promote peace and harmony, to improve the working relations between the Division and the members of the Association, to establish acceptable provisions to facilitate the peaceful adjustment of all grievances and disputes between the parties and in general advance the efficiency and the mutual interests of the parties to this Agreement;

AND WHEREAS the Division and the Association have agreed to enter into a Collective Agreement containing the following terms and conditions,

NOW THEREFORE the Division and Association agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The Division recognizes the Association as the sole and exclusive bargaining agent for all Employees of the Division set forth in Manitoba Labour Board Certificate No. MLB-5021.
- 1.02 The Association recognizes the responsibility imposed upon the Division to provide instruction and training to students attending classes in the Division.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Subject to the terms of this Collective Agreement, the Association recognizes that it is the exclusive function of the Board of Trustees, either directly or through their appointed officials, to manage, direct and conduct the affairs of the Division, and without in any way limiting or affecting the generality of the foregoing, to maintain order, discipline and efficiency, and to extend or curtail operations, determine the size of and direct and allocate the work of the workforce and to hire, promote and discipline Employees, provided that the exercise of such rights is consistent with the terms of the Collective Agreement.
- 2.02 The Division agrees to exercise its management rights and the terms of this Agreement reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 2.03 No Employee shall be disciplined or discharged except for just cause.
- 2.04 No Employee shall enter into any separate agreement which conflicts with the provisions hereof.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The parties hereto agree that there will be no discrimination by either party to this Agreement against an Employee covered by this Agreement by reason of age, sex, marital status, race, creed, colour, national origin, political or religious affiliation or by reason of membership or non-membership in the Association. Discrimination shall be defined as per the Human Rights Code of the Province of Manitoba.
- 3.02 The Division and the Association jointly affirm that every Employee in the work force shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the Division and the Association do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being or undermine work relationships and productivity.

ARTICLE 4 - DEFINITIONS

- 4.01 For the purposes of this Agreement, the following definitions will apply:
- (a) An Employee shall mean any person employed by the Division within the scope of this Agreement.
 - (b) A Full-Time Employee, other than an Educational Assistant, is one who regularly works the hours of work specified in Article 10.01. For the purposes of the Pension Plan for Employees other than teachers, a Full-Time Employee shall be as defined within the Pension Fund By-law No. 1017 and associated amendments.
 - (c) A Full-Time Employee who is an Educational Assistant is one who regularly works twenty-seven and one-half (27½) or more hours per week.
 - (d) A Part-Time Employee is one who regularly works less than the daily or weekly hours of work prescribed in Article 10.01. For the purposes of the Pension Plan for Employees other than teachers, a Part-time Employee shall be as defined within the Pension Fund By-law No. 1017.
 - (e) A Substitute Employee is one who does not work on a regular and recurring basis. The terms of the Collective Agreement shall not apply to Substitute Employees.
 - (f) A Temporary Employee is an employee who has been employed by the Division for at least a twenty (20) consecutive month period (Winter, Spring and Summer breaks do not constitute a break in service) and:
 - (i) who is hired by the Division on a temporary basis to replace an Employee who is absent by reason of illness or leave of absence; or
 - (ii) who is hired to work in a grant funded position, which shall mean a position principally supported by a source other than the Division's general operating budget; or
 - (iii) who is hired to attend to one specific student; or
 - (iv) who is hired for a specific short term clerical project; or
 - (v) who is hired to replace an Employee on maternity/paternity leave of absence.

Notwithstanding the above, the parties can mutually agree to extend the definition of Temporary Employee.

- 4.02 A Temporary Employee shall be terminated in the following manner:
- (a) upon the termination date, if any, that is set forth in the Employee's initial letter of hire;
 - (b) in the case of a replacement for an Employee who is absent by reason of illness or Leave of Absence, upon one pay period's notice, or a period of notice equivalent to the notice that the Division receives from the Employee who is returning to the position, whichever is the lesser;
 - (c) upon being terminated for cause.
- 4.03 A Temporary Employee shall have no seniority rights but will have all other rights and privileges under this Agreement.
- 4.04 A Temporary Employee who has been employed by the Division for twenty (20) consecutive months shall become a Permanent Employee and their seniority date shall be as of their date of last hire.
- 4.05 Consecutive employment shall not be considered to be broken by reason of Winter, Spring or Summer break.
- 4.06 For the purpose of Article 5 - Probationary Period, a Temporary Employee shall be considered to have been rehired and shall be required to commence a new probationary period with respect to each period of temporary employment, except where the following occurs:
- (i) where the temporary employment is renewed in the same position without a break in service; or
 - (ii) where the Employee is moving from temporary to regular employment in the same position, without a break in service.

ARTICLE 5 - PROBATIONARY EMPLOYEES

- 5.01 A Probationary Employee is a newly hired Full or Part-Time Employee who has not completed one hundred and twenty (120) full or partial days of paid employment from the date of last hire, exclusive of vacation or paid Leave of Absence. During such probationary periods, Employees shall be entitled to all and any privileges of the Agreement but the Division may in its sole discretion, retain or dismiss an Employee during the probationary period, and such dismissal shall be deemed to have been for just cause and as such shall not be subject to the grievance and arbitration procedure. After completion of the probationary period, seniority shall be effective from the date of last hire.

The Division may, provided it has the agreement of the Association and the Employee affected, extend the probationary period for a further period not to exceed sixty (60) working days. The Division shall, as soon as possible thereafter, provide the Association and the Employee concerned with a confirming letter setting forth the terms of the Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 6.02 For the purposes of this Agreement a "grievance" is defined as a difference or dispute between the Division and one or more of its Employees or between the Division and the Association concerning the meaning, application, or alleged violation of this Agreement.
- 6.03 The word "days" as used in this Article shall mean working days, other than Saturdays and Sundays or a general holiday referred to in Article 13 of this Agreement.

6.04 An Employee has the right to representation by an Association steward and/or Association representative at any step of the grievance procedure.

6.05 Grievances shall be processed in the following manner:

Step 1

Within ten (10) days after the date upon which the Employee was notified in writing, or on which the Employee became aware of the action or circumstances giving rise to the grievance, the Employee shall meet and discuss the difference with the appropriate principal or supervisor. The Employee may be accompanied by an Association representative should they so wish.

Step 2

Failing satisfactory settlement at Step 1 or failing receipt of a decision from the supervisor or designate, within ten (10) days from the date of the meeting contemplated at Step 1, the Association may submit the grievance in writing to the Director of Human Resources or designate within ten (10) days of the date upon which the supervisor or designate issued or is required to issue an answer. Within ten (10) days of the date of receipt of the grievance at this step, the Director of Human Resources or designate shall meet and discuss the matter with the Association and shall advise the Association in writing of a decision within ten (10) days of such meeting.

Step 3

Failing satisfactory settlement at Step 2 or failing receipt of a decision from the Director of Human Resources or designate, the Association may within ten (10) days of the date upon which the Director of Human Resources or designate issued or is required to issue an answer in writing, refer the written grievance to the Chief Superintendent of Schools or designate. Within ten (10) days of receipt of the grievance at this step the Chief Superintendent of Schools or designate will meet and discuss the matter with the Association and shall advise the Association in writing of a decision within ten (10) days of such meeting.

6.06 In the case of the dismissal or suspension of an Employee, the grievance shall be presented in writing within ten (10) days of the date of the suspension or dismissal and shall be commenced at Step 2 of the Grievance Procedure and thereafter the time limits specified for the remaining steps shall apply.

6.07 If the grievor fails to process a grievance to the next step within the time limits specified, the grievance shall be deemed to have been abandoned and the grievor shall not have further recourse through Article 7 of this Agreement.

6.08 The time limits above may be amended by written agreement of the parties.

6.09 Division or Association grievances shall be initiated by the grievor giving written notice to the other party within ten (10) days of the date on which the party giving the notice becomes aware or ought to have become aware of the action or circumstances giving rise to the grievance. If the grievance is not settled to the mutual satisfaction of the parties within ten (10) days of receipt of the notice, the grievor may refer it to arbitration.

6.10 After a grievance has been presented in writing under Step 2 of Article 6.05, the Division or its representatives shall not attempt to settle the grievance either directly or indirectly with the aggrieved Employee without the written consent of the Association.

6.11 Local union representatives will be granted necessary time off with pay to meet with the Division for the purpose of processing grievances subject to a maximum cost to the Division of maintaining salaries for two (2) Employees so engaged.

ARTICLE 7 - ARBITRATION

- 7.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, within forty (40) working days following the exhaustion of the grievance procedure, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall select an impartial chair.
- 7.02 If the two (2) appointees fail to agree upon a Chair within seven (7) days of their appointment, the appointment shall be made by the Manitoba Labour Board upon request of either party.
- 7.03 The arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations to the arbitrator. The arbitrator shall render a decision within ten (10) working days from the time a final meeting is held.
- 7.04 The decision of the majority of the members of the Arbitration Board is the decision of the Arbitration Board and, if there is no decision that is common to a majority of the members, the decision of the Chair of the Arbitration Board shall be deemed to be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- 7.05 Each party shall pay:
- a) the fees and expenses of the nominee it appoints, and
 - b) one-half (½) of the fees and expenses of the Chair.
- 7.06 In the case of dismissal of, or other discipline to any Employee (except an Employee in their probationary period) for just cause, the justification for the dismissal or discipline and the nature and extent of the penalty imposed shall be subject to grievance as hereinbefore set out and the Arbitrator shall have the authority to provide the penalty which in the opinion appears to be just and equitable.
- 7.07 The time limits in both the grievance and arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.
- 7.08 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 mutatis mutandis to the single arbitrator.

ARTICLE 8 - SUPERVISION OF STUDENTS

- 8.01 Educational Assistants shall not supervise children unless a fully qualified teacher is available at all times.

ARTICLE 9 - WAGES AND PAY PRACTICES

- 9.01 During the term of this Agreement the Division and the Association agree that all payment of wages shall be made in accordance with the wage rates set forth in the Wage Schedule appended hereto, which Wage Schedule is hereby made a part of this Agreement.
- 9.02 All Employees will be paid on a biweekly basis (every two (2) weeks). The Division will pay to Part-Time and other Employees who work less than twelve (12) months a year, their vacation pay amounts then owing on each biweekly pay cheque. For Educational Assistants and hourly Employees there will be a one-week hold-back of earnings.

- 9.03 If an Employee is required to temporarily assume the duties of an Employee who is receiving a lower rate of pay, the rate of pay of the Employee assuming such duties shall not be changed.
- 9.04 If an Employee is required to temporarily assume the duties of an Employee in a higher classification, the Employee assuming such duties will be paid at the classification of the absent Employee, and at the salary level to which the employee assuming the duties would be entitled had they been promoted to the position. Such payment would begin after an absence of five (5) consecutive days and be retroactive to the first day. This allowance shall not be paid when the Employee in the higher classification is absent because of annual vacation, Long Service Leave, banked time or compensating time.
- 9.05
- (a) Where an Employee is promoted from one classification to another the Employee shall be classified for salary purposes in the new classification at the step having the next highest salary to that currently being paid to the said Employee; or in the case of an Employee who has been temporarily promoted at the step having the next highest salary to that being paid to the Employee prior to the temporary promotion. The anniversary date for an Employee's annual increment shall remain unchanged upon promotion unless an Employee is at the maximum for their previous classification, in which case, their anniversary date will be the date of promotion.
 - (b) Where an Employee moves from one salary classification to another within the same salary schedule, the Employee shall be placed on the new salary classification in accordance with the promotion clause.
 - (c) Where an Employee moves from one salary schedule to another salary schedule, (e.g., Educational Assistant salary schedule to clerical salary schedule), the Employee shall be placed on the new salary classification at the same step (year) that the Employee was placed on their previous salary classification.
 - (d) Where an Employee voluntarily applies for a position which is a reduction in classification within the same salary schedule, the Employee shall be placed on the new classification at the same step (year) that the Employee was placed in their previous salary classification.
- 9.06 An Employee shall move to the next highest increment level on the salary scale on the first day of the pay period in which the anniversary date of the Employee's employment with the Division occurs. For the purpose of this Article:
- (a) An Employee's anniversary date shall be defined as the month and day of the Employee's employment with the Division, except where the Employee's anniversary date is changed in accordance with Article 9.05, or
 - (b) An Employee's anniversary date may be changed for increment purposes when the employee has been absent without pay for a period of six (6) cumulative months during the preceding twelve (12) months. In such case the employee's anniversary date will be adjusted by one (1) month for each twenty (20) days of absence in excess of six (6) months.
 - (c) Service as a Temporary Employee will not be counted for increment purposes until such time as the Employee has established a seniority date in accordance with Article 4.01(f). Such service shall then be considered to date back to the Employee's date of last hire as a Temporary Employee.
- 9.07 Initial placement of a new Employee on the salary schedule shall be at the minimum rate unless:
- (a) The Division determines that the Employee's experience necessitates that they be placed on the schedule at other than the minimum rate, and
 - (b) The Division notifies the Association within ten (10) days following such initial placement, of the name of the Employee so placed and the particulars of the placement.

ARTICLE 10 - HOURS OF WORK

- 10.01 The normal hours of work for all Full-time Employees other than Educational Assistants will be thirty-six and one-quarter (36¼) hours per week, seven and one-quarter (7¼) hours per day, Monday to Friday inclusive. The regular workday for all Full-time Employees will be, unless otherwise agreed in writing, between the hours of 6:30 a.m. to 11:30 p.m.
- 10.02 The normal hours of work for Part-time Employees other than Educational Assistants will be less than thirty-six and one-quarter (36¼) hours per week and not more than seven and one-quarter (7¼) hours per day, Monday to Friday inclusive, depending on the assigned schedule. The regular workday for all Part-time Employees will be not less than two (2) hours and will be, unless otherwise agreed in writing, between the hours of 6:30 a.m. to 11:30 p.m., depending on the schedule assigned in September and January of each year.
- 10.03 The Monday to Friday restriction set forth in Articles 10.01 and 10.02 will not apply where all of the following conditions have been met:
- (i) The Division has consulted with the Association regarding the need for the position to be scheduled on other than a Monday to Friday basis; and
 - (ii) The position is a new or vacant position that is being filled pursuant to the job posting provisions; and
 - (iii) The days of work for such position are established so that there are at least two (2) consecutive days of rest in each work week.
- 10.04 The normal hours of work for all Educational Assistants covered by this Agreement shall be specifically assigned hours of work from two (2) hours to eight (8) hours per day, Monday to Friday inclusive. The assigned hours of work may be varied by the Division upon providing to the Educational Assistant, at least ten (10) working days' prior notice.
- 10.05 For the purposes of this Article, the term "School Year" shall be that designated by the Minister of Education as set out in regulations to the Public Schools Act.
- 10.06 Employees shall work the full calendar year unless otherwise hereinafter specified.
- (a) (i) Educational Assistants, Food Coordinators, **Interpreters, Child Development Lab Assistants and Clinician Assistants** shall normally work the school year but shall not work when the school or classroom is closed for professional development or administration days and/or in-service purposes, with the exception that:
1. The work year for Educational Assistants and Food Coordinators, **Interpreters, Child Development Lab Assistants and Clinician Assistants** shall include the first administration day immediately prior to or subsequent to the start of the Fall term;
 2. The work year for Educational Assistant A's and B's and Food Coordinators shall also include two (2) other additional professional development, administration or in-service days; and
 3. The work year of Educational Assistant C's and D's, **Interpreters, Child Development Lab Assistants and Clinician Assistants** shall also include three (3) other additional professional development, administration or in-service days.
- Educational Assistants and Food Coordinators, **Interpreters, Child Development Lab Assistants and Clinician Assistants** will, in consultation with their principal, be entitled to choose the additional two (2) or three (3) days that are referred to in (2.) or (3.) above.

- (ii) The Division will attempt to provide Educational Assistants and Food Coordinators with a minimum of ten (10) days' notice of all in-service or administration days.
- (iii) The two (2) or three (3) days referred to in 10.06(a)(i) will be prorated for new Employees in accordance with a Letter of Understanding previously agreed upon by the parties.
- (iv) It has been agreed to suspend the following clause for the term of this Agreement: "An Employee shall receive, unless otherwise agreed to by that Employee, ten (10) working days' notice of the particular in-service or administration days on which their services are required. An Employee who is not requested to work the two (2) or three (3) in-service days, as the case may be, shall be paid for all the days not worked. An Employee who has been requested to work an in-service or administration day, but has failed to work the requested day shall not receive pay for that day pursuant to the provisions of this clause."

For the purpose of this clause the school year shall be from the beginning of the Fall term to the end of the following Spring term.

- (v) An Employee who has been requested to work a professional development or administration day, but is unable to work due to illness, shall be entitled to sick benefits in accordance with Article 15 – Sick Leave Provisions, but will however, forfeit the professional development or administration day.
- (b) Part-Time clerks working in elementary schools or assigned to work in libraries, and the night receptionist at the Child Guidance Clinic shall normally work the school year plus up to a maximum of five (5) additional working days.
- (c) All ten (10) month clerical Employees working in junior high schools and the educational resource centres shall normally work the school year plus up to a maximum of ten (10) additional working days.
- (d) Full-Time elementary school clerks and ten (10) month clerks working in combined elementary/junior high school and high schools shall normally work the school year plus up to a maximum of fifteen (15) days.
- (e) Unless otherwise approved by the Human Resources Department, the additional time worked in (b) and (c) above, shall be no more than those daily hours worked by that individual. Such hours are determined by their regularly scheduled hours worked in that school year.
- (f) Full-Time Vocational Trainer(s) shall normally work the school year.
- (g) Full-Time Home Learning Assistants shall normally work the school year plus Spring Break.
- (h) Full-Time Work Experience Coordinator(s) shall normally work the school year other than Spring and Winter Break. The Work Experience Coordinator will work an average of thirty-six and one-quarter (36¼) hours per week commencing the first day of the Fall term and concluding the last day of the Spring term. The salary and work year for the Work Experience Coordinator includes vacation at the six percent (6%) level.
- (i) Given the manner in which the hourly and biweekly salaries were established, the position of Work Experience Coordinator will continue to receive their normal biweekly salary during the Winter and Spring Break when the school or classroom is closed. This clause is not intended to restrict professional development opportunities on days when the school or classroom is open.
- (j) The requirement to work additional days as per 10.06 (b), (c) and (d) shall be at the sole discretion of the Division.

- 10.07 Where an Employee is required to work in excess of the period specified in Article 10.06 such work shall be on a voluntary basis at straight time.
- 10.08 For Employees referred to in 10.06 above the additional days beyond the School Year shall be consecutive working days immediately following the termination of the School Year or immediately preceding the opening of the School Year unless the Employee otherwise agrees in writing.
- 10.09 An Employee who works three (3) or more hours in a day shall be entitled to one (1) paid rest period of fifteen (15) minutes while an Employee who works six (6) or more hours in a day shall be entitled to two (2) such rest periods.
- 10.10 An Employee who works five (5) or more hours in a day shall be entitled to receive a minimum of a one-half ($\frac{1}{2}$) hour unpaid lunch break.
- 10.11 (a) The Division will give priority to clerks in elementary schools and the Part-Time junior clerk in each junior high school for any work which is to be performed during the Summer, Winter and Spring break by Employees other than those normally working during such periods. Clerks wishing to be considered for such work will indicate their desire in writing to the Human Resources Department, thirty (30) calendar days prior to the Winter and Spring break period and ninety (90) calendar days prior to the Summer break period.
- (b) A clerk who performs such work shall be paid at their normal increment level on the salary classification established for the position the clerk is occupying during the break period.
- (c) Work shall be allotted with preference given according to seniority of service, provided that the Employee is capable of performing such work, except where work is to be performed in a particular school, the Division may designate the Employee who would normally work in that school as the one who will perform such work.
- 10.12 Where an Educational Assistant, at the request of the principal, attends a parent-teacher interview, the Educational Assistant will be paid for all such time in accordance with the provisions of this Agreement. Such time will be considered as time worked and not as an administrative or in-service day.

ARTICLE 11 - BANKED TIME

- 11.01 All Full-Time Employees employed on a twelve (12) month basis shall be eligible to bank a maximum of thirty (30) minutes per day to a maximum of six (6) days banked time per year subject to the prior approval of their supervisor.
- 11.02 Such time may be banked during the thirty (30) minutes immediately preceding or following the Employee's normal daily start or quitting time or by the Employee reducing the employee's normal lunch period to no less than thirty (30) minutes.
- 11.03 Such banked time may be taken by the employee at a time mutually convenient to the Division and the Employee. Failing agreement, the Employee shall be paid for their banked time at their then regular rate of pay.

ARTICLE 12 - OVERTIME

- 12.01 All time required to be worked in excess of seven and one-quarter ($7\frac{1}{4}$) hours per day for employees other than Educational Assistants and eight (8) hours per day for Educational Assistants, will be considered overtime.

Home Learning Assistants and Work Experience Coordinators will work a flexible schedule in accordance with past practice. Accordingly, they will only be entitled to be paid overtime on those hours that exceed thirty-six and one-quarter ($36\frac{1}{4}$) hours in any particular week.

- 12.02 All overtime shall be paid at the rate of one and one-half times (1½x) the Employee's rate of pay for the first four (4) hours per day and two times (2x) their hourly rate of pay for all hours worked thereafter, except as hereinafter provided.
- 12.03 Where an Employee is authorized in advance by their supervisor to work on a Saturday or Sunday they shall be paid at the rate of two times (2x) their hourly rate of pay for all the hours worked. In no case shall an employee be paid less than two (2) hours per day at double time (2x).
- 12.04 Notwithstanding the foregoing, Employees called out to work outside their regular shift will be paid for such time at double-time (2x) rates. Up to one (1) hour at double-time (2x) will be paid to compensate the Employee for the time spent travelling to and from the place of work. In no case shall an Employee be paid for less than two (2) hours per call-out at double-time (2x). Call-out pay will not be paid to Employees who are notified of the requirement to work overtime prior to their leaving the Division's premises.
- 12.05 An Employee who is required to work in excess of two (2) consecutive hours of overtime immediately after an Employee's regular hours of employment will receive a dinner allowance equal to five dollars (\$5.00) provided a dinner is not supplied by the Division.
- 12.06 No Employee shall be required to take part in overnight trips unless the Division is unable to obtain agreement from enough Employees to work the trip. Overnight trip assignments shall be done as soon as possible, however, not later than one (1) month prior to the trip.
- Note: This wording will take effect thirty (30) days following the date of signing of the Collective Agreement and will apply for trips not already planned.
- 12.07 An Employee who takes part in overnight trips will, where possible, work a straight shift not to exceed **fourteen (14) hours in duration** and all such hours worked in excess of seven and one-quarter (7¼) hours per day shall be paid at the applicable overtime rate.
- Any such Employee shall assume no actual or legal responsibilities or liabilities as an Employee for the period of time for which they do not receive remuneration, and it is agreed that the Employee is free to use such time for whatever purpose as they may choose.
- 12.08 An Employee, subject to the approval of their supervisor, may accumulate overtime, which accumulation of overtime may be taken as compensating time-off at a time mutually agreed upon in writing between the Employee and their supervisor. If a mutually acceptable time cannot be agreed upon within thirty (30) days of the overtime having been worked, the Employee shall be paid for their overtime at no less than the wage rate applicable when the overtime was earned, or any greater wage rate agreed to by the parties. The time which is to be accumulated will be equivalent to one and one-half times (1½x) or two times (2x) the hours worked in accordance with the overtime factors in this Article.
- 12.09 An Employee ceasing to be an Employee, or being laid off, shall be paid for all accumulated overtime not taken at no less than the wage rate applicable when the overtime was earned, or any greater wage rate agreed to by the parties.

ARTICLE 13 - GENERAL HOLIDAYS

- 13.01 All Employees shall be entitled to a holiday with pay on the following days:

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

and any other day proclaimed by the Division, the City of Winnipeg, the Province of Manitoba or the Government of Canada.

- 13.02 Employees who are normally at work on the last Monday of March shall receive that day off in lieu of Easter Monday. All other Employees shall be paid an additional day's pay, in lieu of Easter Monday, on the pay day immediately following such holiday.
- 13.03 Where a general holiday falls on a Saturday or Sunday and no other holiday is declared in lieu thereof, an Employee will be entitled to another day off with pay. Failing mutual agreement to the contrary, the holiday shall be added to the annual vacation of the Employee.
- 13.04 An Employee who is required to work on a general holiday other than Easter Monday, shall be paid two times (2x) their regular rate for all hours worked in addition either to the pay for the holiday or if mutually agreed, a day off in lieu thereof. In no case shall an Employee be paid for less than two (2) hours at double-time (2x).
- 13.05 An Employee who is absent on leave of absence without pay or laid off in excess of fifteen (15) working days shall not be entitled to receive general holidays or pay in lieu thereof.
- 13.06 If a general holiday as defined in paragraph 13.01 falls or is observed during an Employee's vacation period, the Employee will be granted an additional day's vacation for each such holiday in addition to their regular vacation time.
- 13.07 Should an Employee not meet the requirements of Article 13.05, the Employment Standards Code of the Province of Manitoba shall apply.

ARTICLE 14 - ANNUAL VACATION - VACATION YEAR

- 14.01 The vacation year is defined for the purposes of this Agreement as the period beginning on the first (1st) day of September and ending on the thirty-first (31st) day of August next following.

Effective July 1, 2002, the vacation year will be defined for the purposes of this Agreement as the period beginning on the first (1st) day of July and ending on the thirtieth (30th) day of June next following. This change in the vacation year will not however operate to decrease the vacation to which an Employee hired prior to this date would have received had the vacation year remained unchanged (i.e., from September 1st to August 31st).

- 14.02 (a) All Full-Time and Part-Time Employees who work twelve (12) months per year will be entitled to vacation with pay on the following basis:
- (i) Three (3) weeks paid vacation after one (1) year of service with the Division from the date of last hire.
 - (ii) Four (4) weeks paid vacation during the tenth (10th) year of service with the Division from the date of last hire.
 - (iii) Five (5) weeks paid vacation during the fourteenth (14th) year of service with the Division from the date of last hire.
 - (iv) Effective July 5, 2009, six (6) weeks paid vacation during the twenty-second (22nd) year of service with the Division from the date of last hire and thereafter.
- (b) All other Employees whose positions require that they work less than twelve (12) months per year will receive vacation pay in an amount equivalent to the following percentages of the Employee's gross earnings during the past vacation year:
- (i) Six percent (6%) after one (1) year of service with the Division from the date of last hire.
 - (ii) Eight percent (8%) during the tenth (10th) year of service with the Division from the date of last hire.

- (iii) Ten percent (10%) during the fourteenth (14th) year of service with the Division from the date of last hire.
 - (iv) Effective July 5, 2009, twelve percent (12%) during the twenty-second (22nd) year of service with the Division from the date of last hire and thereafter.
- 14.03 Such vacation entitlement will be prorated for Employees who are employed Full-Time for less than a full vacation year. Part-Time and hourly paid Employees will receive vacation pay based on a percentage of earnings equal to the above entitlement. An Employee leaving the employ of the Division during the year, prior to receiving their vacation entitlement, will be paid a prorated amount of their outstanding vacation entitlement in lieu of such vacation.
- 14.04 If a paid general holiday as defined in Article 13 falls on or is observed during a vacation period an Employee will be granted an additional day's vacation for each holiday in addition to the regular vacation entitlement.
- 14.05 Vacation leave is normally to be taken before April 30th following the vacation year in which it is earned. However, the Division may, in the case of special circumstances, grant the employee permission in writing to carry over a portion of their vacation credits to be used by June 30th of the following calendar year. In no case will an Employee be allowed to carry forward vacation entitlement for more than one (1) year.
- 14.06 Vacation time shall not accumulate while an Employee is on leave of absence without pay.
- 14.07 Where an Employee becomes incapacitated by illness or injury, or where the Employee qualifies for bereavement leave during the period of their scheduled annual vacation, the Division shall grant sick leave or bereavement leave, as the case may be, and credit the Employee with alternate days of vacation equivalent to the number of days of approved sick leave or bereavement leave, providing that in the case of sick leave, incapacitation must be over three (3) days and require hospitalization. The Employee will be responsible for proof of hospitalization satisfactory to the Division.
- 14.08 The Division shall, at the time that vacation or vacation pay is granted, provide all twelve (12) month employees who work less than twelve (12) months per year with a calculation indicating the manner in which their vacation or vacation pay has been calculated.

ARTICLE 15 - SICK LEAVE PROVISIONS

- 15.01 Sick leave means the period of time an Employee is permitted to be absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers Compensation Act.
- 15.02 Effective April 1, 1999, Employees shall be entitled to sick leave on the following basis:
- during the first (1st) year of continuous service, one (1) day per month, twelve (12) days per year
 - during the second (2nd) year of continuous service, one and one-quarter (1¼) days per month, fifteen (15) days per year
 - during the third (3rd) year of continuous service, one and two-thirds (1⅔) days per month, twenty (20) days per year
 - during the fourth (4th) year and subsequent years of continuous service, two (2) days per month, twenty-four (24) days per year

All sick leave shall be compiled in hours, so that an Employee who works seven and one-quarter (7¼) hours per day and thirty-six and one-quarter (36¼) hours per week shall be entitled to receive seven and one-quarter (7¼) hours sick leave with respect to each day of entitlement.

A day's sick leave shall be prorated for Employees who work other than seven and one-quarter (7¼) hours per day and thirty-six and one-quarter (36¼) hours per week, having regard to the following examples:

- (i) An Employee who works five (5) hours per day, three (3) days per week, will receive three (3) hours sick leave for each day of entitlement:

$$(15 \text{ hours} \div 36.25 \text{ hours} \times 7.25 \text{ hours} = 3 \text{ hours})$$

- (ii) An Employee who works seven and one-quarter (7¼) hours per day, four (4) days per week, will receive five and eight tenths (5.8) hours for each day of sick leave entitlement:

$$(29 \text{ hours} \div 36.25 \text{ hours} \times 7.25 \text{ hours} = 5.8 \text{ hours})$$

15.03 Unused sick leave in any month may be accumulated and carried forward to the next month up to a maximum of one thousand, three hundred and five (1,305) hours. An Employee who had in excess of one thousand, three hundred and five (1,305) hours sick leave as at March 1, 1999 shall be entitled to retain such excess banked sick leave, but they shall not be entitled to bank or accumulate any additional sick leave until such time as their banked leave falls below one thousand, three hundred and five (1,305) hours.

15.04 The Division may require an employee to provide a certificate from a duly qualified medical practitioner certifying that the employee is or was unable to carry out their duties due to illness and is or is not able to return to their regular duties.

15.05 Sick leave is not payable to an Employee:

- (a) who is engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the long term disability insurance plan, or when such employment is an additional employment that has been concurrently held by the Employee and is one that is not incompatible with the employee's medical condition as determined pursuant to Article 15.04;
- (b) whose illness results from the use of drugs or alcohol and who is not receiving continual treatment from a licensed physician or in a recognized program of treatment for the use of drugs or alcohol;
- (c) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from Manitoba Public Insurance (MPI) to the extent that such benefits and paid sick leave exceed the Employee's normal salary.

Where an Employee is unable to work because of injury sustained in a motor vehicle accident, they must advise their supervisor as soon as possible and they must submit a claim for benefits to Manitoba Public Insurance (MPI). The Employee shall be entitled to receive full sick leave benefits for any period of time deemed to be a "waiting period" by MPI.

Where an Employee has applied for MPI Income Replacement Indemnity (IRI) benefits and where a loss of normal salary would result while awaiting a MPI decision, the Employee may elect to submit an application in writing to the Division requesting an advance. The provision for top-up of sick leave benefit, advances, and repayment of advances in such cases are to be administered in the same fashion as those issues are dealt with in Article 15.10 (Workers Compensation Benefits).

15.06 Every Employee shall notify or cause someone on their behalf to notify the Division's computerized absence reporting system as soon as practical that they are unable to report to work due to illness.

15.07 **Employees shall be able to view their sick leave balance through the Division's Human Resources Information System, or equivalent electronic system.**

- 15.08 An Employee who resigns, retires, dies or has their employment permanently terminated shall forfeit all unused sick leave credit.
- 15.09 An Employee shall be credited with all unused sick leave accumulated prior to the date of this Agreement.
- 15.10 (a) An Employee who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their immediate supervisor.
- (b) An Employee unable to work because of a work-related injury or illness will inform the Division immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the Employee by WCB, except where an advance is paid to the Employee. The WCB shall be notified by the Division of any advance payment made to an Employee. The amount of the advance shall be paid to the Division by WCB.
- (c) By written application from the Employee, the Division will supplement the award made by the WCB from the Employee's accumulated sick leave. The total amount paid by the WCB and the Division shall not exceed one hundred percent (100%) of net take-home pay. For the purpose of this Article, net salary is defined as the Employee's regular salary less Employment Insurance Commission contributions, Canada Pension Plan contributions and income tax.
- (d) Where an Employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the Employee may elect to submit an application in writing to the Division requesting an advance subject to the following conditions:
- (i) Advance payment(s) shall not exceed ninety percent (90%) of the employee's basic salary as defined in Article 9.0 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
- (ii) The advance(s) will cover the period of time from the date of the injury until the date of the final WCB decision is received, however, in no case shall the total amount of the advance exceed one hundred percent (100%) of the value of the Employee's accumulated sick leave protection credits.
- (iii) The Employee shall reimburse the Division by assigning sufficient WCB payments to be paid directly to the Division to offset the total amount of the advance. If the amount of the advance exceeds the WCB payment, the Employee will be required to pay back that amount to the Division. If the Employee is paid directly by WCB when an advance payment has been made, the Division may recover the advance by payroll deduction.
- (iv) In the event that the WCB disallows the claim, including any appeal, the Employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Division shall recover any deficiency by payroll deduction from the Employee. Recovery of any such deficiency shall be made in a fair and reasonable manner, but not over a period of time in excess of the period during which the advance was provided.
- (e) Notwithstanding the foregoing, the amount that an Employee will be entitled to be paid will be reduced, where necessary, in order to ensure that the payment does not result in a reduction in the amount of compensation that would otherwise be paid under any Workers Compensation legislation and/or regulations.
- (f) An Employee who is in receipt of Workers Compensation benefits shall continue to receive all benefits for a maximum of one (1) year from the date of original injury. After one (1) year, only the following benefits will apply: pension, group insurance, and accumulation of service for the purpose of seniority but not the accumulation of credits for sick leave.

- 15.11 After an Employee has exhausted all sick leave credits, the Employee may use for bona fide sick leave purposes any overtime or compensating credits or vacation credits available to them.

ARTICLE 16 - EMPLOYMENT INSURANCE REBATES

- 16.01 The full amount of the Employees' share of the Employment Insurance Commission Rebate provided to the Division pursuant to the provisions of the Employment Insurance Act shall be forwarded to the Association.

ARTICLE 17 - PARENTING LEAVE

- 17.01 Every Employee will be eligible to receive maternity, adoptive and parental leave as provided by the Employment Standards Code of Manitoba.
- 17.02 An Employee will retain their seniority rights while on leave granted pursuant to this Article and such leave shall be counted as service with the Division. The Employee will be placed in their former or comparable position upon their return.
- 17.03 The Division will provide a "top-up" provision for maternity/adoptive/parental leave in accordance with the Maternity Leave Benefit Application Rules that have been agreed upon by the parties. This provision will provide as follows:
- (a) Every female Employee shall be entitled to maternity leave and every Employee shall be entitled to adoptive leave in accordance with this Agreement.
 - (b) Every Employee shall be entitled to unpaid parental leave.
 - (c) Except as otherwise provided herein, the Employment Standards Code of Manitoba will apply.
 - (d) The Employee and the Division may mutually agree to extend the length of leave if the Employee so desires. Any such arrangements shall be confirmed in writing by the Division.
 - (e) An Employee taking maternity leave pursuant to this Article shall be entitled to 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 (HRDC) to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a SUB Plan with HRDC.
 - (f) In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
 - (i) for the first two (2) weeks, payment equivalent to ninety percent (90%) of the Employee's gross salary, and
 - (ii) up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the Employee is eligible to receive up to ninety percent (90%) of the Employee's gross salary.
 - (g) An Employee taking adoptive/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 HRDC to a SUB Plan. The implementation of this clause is subject to the successful arrangement of a SUB Plan with HRDC.

- (h) In respect of the period of adoptive/parental leave, payments made according to the SUB Plan will consist of the following:
- (i) for the first two (2) weeks, payment equivalent to their ninety percent (90%) of gross salary, and
 - (ii) 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 their gross salary.

The following clause will become effective as of the date the Division negotiates a return to work commitment for maternity/adoptive/parental leave top-up with all of its non-teaching employee groups:

- (i) The following shall apply to an Employee who has received maternity/adoptive/parental leave top-up under this Article:
- (i) The Employee will return to work and remain in the employ of the Division based on their contracted time for at least twelve (12) months following their return to work;
 - (ii) The Employee will return to work on the date of the expiry of their maternity/adoptive or parental leave unless this date is modified by the Division; and
 - (iii) Should the Employee fail to return to work as provided under (a) and/or (b) above, the employee is indebted to the Division for the full amount of pay received from the Division as a maternity/adoptive/parental top-up allowance during their entire period of maternity/adoptive/parental leave.

ARTICLE 18 - GENERAL, EDUCATIONAL AND RELIGIOUS LEAVE

- 18.01 The Division may, upon an Employee requesting a long term leave in writing, grant such leave with or without pay in accordance with the Division's current policy.
- 18.02 In the event that an Employee is requesting a short term leave of absence which is not otherwise set forth in this Agreement, the Division may grant such leave with or without pay in accordance with its policy, a copy of which is attached hereto as Appendix "C" to this Agreement. This clause is only for the information of the Association membership and an Employee should see the Division policy manual for details.
- 18.03 The Division shall exercise its discretion to grant leaves pursuant to Article 18.02 in a fair and consistent fashion.
- 18.04 (a) Employees desiring to observe recognized religious holy days will be allowed up to three (3) days time off through one (1) of two (2) options:
- (i) mutually agreed upon alternate arrangements such as vacation (twelve (12) month Employees only), accumulated time, discretionary day or leave without pay.
 - (ii) substituting a mutually agreed upon alternate day when not scheduled to work such as a No Class Day, day during the Winter, Spring or Summer breaks (10-month Employees only).
- (b) Employees choosing to substitute religious holy days for another alternate day when not scheduled to work will, where practical, be allowed to work in their regular job classification and work location and at their regular rate of pay for the time worked on these days. Where this is not practical, the Employees may be redeployed to a position they are qualified for at a suitable work site. Redeployed Employees will receive their regular rate of pay.

- (c) Employees choosing alternate arrangements will, through discussions with the Division, establish a practical and mutually agreed upon approach necessary to substitute their chosen religious holy days, to a maximum of three (3) days.
- (d) Notification – Religious Holy Leave:
 - (i) Employees requiring religious holy days prior to October 15 shall provide the Division with ten (10) working days notice in writing.
 - (ii) Employees requiring religious holy days after October 15 shall provide notice of all leave required that school year by September 30.
 - (iii) Employees commencing employment with the Division at a time other than the start of the school year and who require religious holy days, shall provide the Division with written notice of their requirements within ten (10) working days of commencing active employment.
- (e) For the purposes of this Article, religious holy days shall be interpreted as major religious holy days normally observed by the Employee and designated as a day of obligation by the Employees' religion for which an Employee must abstain from engaging in paid employment.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 An Employee will be granted bereavement leave of five (5) consecutive working days without loss of salary in the event of the death of a spouse, child, step-child, mother, step-mother, father, step-father, brother, or sister, as well as for any other relative who was a member of the household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or five (5) consecutive working days following the death, whichever is greater. **One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date, or two (2) of five (5) days where travel is required.**

For the purpose of this Article, "Spouse" shall include a person who, not being married to the other person, is cohabitating with him or her in a conjugal relationship of some permanence.

19.02 In the event of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild or grandparent, who is not a member of the Employee's household, three (3) consecutive working days' leave without loss of salary will be granted and an additional two (2) consecutive days' leave may be granted with loss of salary equal to the minimum rate for the Employee's classification. Such days may be taken only in the period which extends from the date of death up to and including the day following interment, or three (3) (five (5) (if additional loss of salary days granted) consecutive working days following the death, whichever is the greater. **One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date, or two (2) of three (3) days where travel is required.**

19.03 In the event of the death of a relative not referred to in 19.01 and 19.02 and who was not a member of the Employee's household, the Division will allow a one (1) day leave without loss of salary and an additional four (4) consecutive days' leave may be granted with loss of salary equal to the minimum rate for the Employee's classification. In the event of the death of a relative of a spouse not referred to in 19.02 who was not a member of the Employee's household, the Employee will be granted one-half (½) day leave without loss of salary to attend the funeral and an additional one-half (½) day leave without loss of salary if the funeral is held further than one hundred (100) kilometers from the perimeter of the City of Winnipeg.

19.04 An Employee may be granted leave of one (1) working day to attend the funeral of a friend but such leave will be at a loss of salary equal to the minimum rate for the Employee's classification.

- 19.05 An Employee will be granted one (1) day leave without a salary deduction to act as a pallbearer or to participate in the funeral service as a soloist or in some other capacity at a funeral if the funeral is held within the City of Winnipeg and an additional one-half (½) day without a salary deduction if the funeral is held further than one hundred (100) kilometers from the perimeter of the City of Winnipeg.
- 19.06 Where an Employee's bereavement leave commenced immediately prior to the Winter, Spring or Summer break, the weekdays (other than statutory holidays) that fall during such break shall be considered to form part of the leave.
- 19.07 If an Employee is absent on sick leave, a statutory holiday or is absent from the service of the Division for any reason whatsoever, then the Employee will not be granted bereavement leave in addition to any one of the aforesaid absences except as allowed under article 14.07.

ARTICLE 20 – COMPASSIONATE CARE LEAVE

- 20.01 An Employee shall be entitled to Compassionate Care Leave in accordance with the Employment Standards Code of Manitoba.

ARTICLE 21 - JURY DUTY

- 21.01 Any Employee of the Division who is called to perform jury duty shall be paid the difference between their salary and the payment received for each day, partially or wholly, spent in performing such jury duty up to a maximum of five (5) working days per year and, provided that the employee otherwise would have been scheduled to work for the Division on such day or days. The Employee of the Division shall make a claim for jury duty pay, in writing, to the Director of Human Resources or designate on a short leave request form and the Employee shall present proof of service and the amount of payment received.
- 21.02 When an Employee is absent from work to testify under subpoena as a witness for the Crown or in their capacity as a Division employee, the Employee shall be paid their regular rate of pay for each hour they would have worked and had they not been under subpoena, less witness fees received by the Employee.

An Employee required to attend a court proceeding as a party to that proceeding in relation to the Employee's personal private affairs shall receive a leave of absence without pay for the required absence.

An Employee shall submit details of the requirements for witness duty at the earliest possible date. The Employee shall, where possible, make themselves available for duty at their job during regular working hours when they may not be required at Court.

ARTICLE 22 - LONG SERVICE LEAVE

- 22.01 An Employee will be entitled to twenty (20) working days leave of absence with pay in addition to their regular annual vacation after twenty-five (25) years of continuous service with the Division. Such leave may be taken at a time to be mutually agreed upon by the Employee and the Division.
Long service leave may also, if the Employee so wishes, be accumulated and paid out at their then current rate at the time of the Employee's retirement.

ARTICLE 23 - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- 23.01 Any Employee who is an officer or member of the Association shall be granted leave of absence with pay for Association business, provided that the aggregate of all such leaves granted under this clause shall not exceed one hundred and fifty (150) working days in any calendar year. In computing the said one hundred and fifty (150) day period, leave of absence granted to any said officer or member for the purpose of negotiating with the Division shall not be counted. All such requests will be made by the Association in writing at least ten (10) days in advance, whenever possible. No additional leave of absence shall be taken for the above-mentioned purpose except with the consent of the Division.
- 23.02 In addition to the leaves of absence set out in 23.01 above, any Employee of the Division elected or appointed to a Full-Time position in the Association, or any organization with which the Association becomes affiliated, will be granted a leave of absence with pay by the Division for a period of up to two (2) years. No more than two (2) Employees will be on such leave of absence at any one time.
- 23.03 An Employee shall retain all of their seniority rights with no decrease in status during their absence on a leave granted pursuant to this Article, and such period of absence will be counted as service with the Division. On return after a maximum of a two (2) year leave of this nature the Employee shall have the option of returning to their previous position. An Employee returning following a leave of this nature of more than two (2) years shall be placed in a comparable position with not less than the same wages and benefits.
- 23.04 Only Employees who have completed their probationary period shall be eligible for leave of absence under this Article.
- 23.05 During the period an Employee is on leave of absence under this Article, they shall remain eligible for promotion provided they are available to take the position when requested by the Division.
- 23.06 The Association shall reimburse the Division for all salary paid by the Division under 23.01 and for all salary and the Division's share of the cost of fringe benefits under 23.02. Payment shall be made by the Association by the 15th of the month following receipt by the Association of a statement from the Division covering the amounts to be so reimbursed.

ARTICLE 24 - SENIORITY

- 24.01 The parties recognize that job security should increase in proportion to the Employee's length of service.
- 24.02 An Employee's seniority shall be expressed in terms of hours, and shall be equivalent to the number of paid hours of employment since the Employee's last date of hire plus all hours that the Employee would have worked but for having been absent on Workers' Compensation.

Paid hours of employment shall be defined to include all hours in this bargaining unit or all hours worked with the Division in a non-unionized position, and all such hours during which the Employee is on a paid leave of absence, sick leave, vacation with pay, or in receipt of partial sick leave payments to supplement wage loss replacement benefits or MPI benefits pursuant to Articles 15.05(c) or 15.10.

Seniority prior to January 1, 1996 shall be calculated in accordance with the former Article 24.02.

- 24.03 The Division will maintain seniority lists showing the date on which each Employee commenced service with the Division, along with the Employee's seniority standing calculated in accordance with 24.02 above.

There shall be two (2) seniority lists, with one (1) list for all Employees paid on the Clerical, Computer Technician, Library Technician salary schedules, and one (1) for all other Employees. The overall seniority list shall be further subdivided based on the classifications of the Employees included on the list.

On or before February 28th of each year, up-to-date seniority lists will be posted in each building operated by the Division where Employees covered by this Agreement work. The seniority lists will be as of the previous December 31st. Concurrently with the posting of the respective seniority lists, copies thereof shall be mailed to the Association. Except where errors have previously been brought to the Division's attention, the Division shall be entitled to rely on the latest seniority list in making any decision based on an Employee's seniority.

- 24.04 Seniority of an Employee will be established after their probationary period but will be calculated from the first day of service since their last date of hire.
- 24.05 Seniority will terminate if an Employee:
- (a) resigns.
 - (b) is discharged and not reinstated.
 - (c) is laid off for more than eighteen (18) consecutive months.
 - (d) retires under the terms of the Division's Pension Plan.
 - (e) fails to return to work on the day following the termination of an authorized leave of absence unless such failure results from sickness, accident, bereavement or other grounds considered justifiable by the Division.
 - (f) is absent for more than two (2) consecutive working days without notifying their immediate supervisor unless such failure results from sickness, accident, bereavement or other grounds considered justifiable by the Division.
 - (g) after the Employee have been notified of a recall from layoff sent by registered mail to their last reported address fails to contact the Division within three (3) working days or fails to return to work within ten (10) working days or such later date as required by the Division in the notice, unless such failure results from sickness, accident, bereavement or other grounds considered justifiable by the Division.

An employee who has lost seniority as a result of the application of this clause shall be notified that their employment is terminated and where such notice is given, it shall be considered as just cause for termination.

- 24.06 An Employee who is employed in a non-unionized position outside of the bargaining unit shall not receive credit for paid hours in a non-unionized position outside of the bargaining unit until such time as they have been the successful applicant for a newly created or vacant position.

ARTICLE 25 - LAY-OFFS AND RECALLS

- 25.01 In the event of a lay-off, Employees other than Temporary Employees shall be laid off as follows:
- (a) Lay-offs are to be based on the seniority of Employees employed in the component affected by the lay-off. For this purpose, there shall be three (3) components, with one (1) comprised of all Educational Assistant positions, another comprised of all positions in the Administration Building, and the third comprised of all other bargaining unit positions in the Division.
 - (b) For the purpose of this Article, the term "classification" shall mean one of the following ten (10) classifications:
 - (i) eight (8) classifications, comprised of classes one to eight (8) on the clerical wage schedule including Computer Technicians and Library Technicians;

- (ii) one (1) classification, comprised of Educational Assistants, Food Coordinators, Vocational Trainer(s), Home Learning Assistants, and Work Experience Coordinator(s) Clinician Assistants and Interpreters; and
 - (iii) one (1) classification, comprised of Crossing Guards.
- (c) Employees shall be displaced from the classification in which the lay-offs are to occur in the inverse order of seniority **within their School/Building/Program, then the Employee with the least length of seniority within the classification affected will be displaced from their School/Building/Program. If the Employee is incapable of performing the job occupied by the most junior employee, they will be assigned to the job occupied by the next most junior Employee within their classification, providing that those Employees who are in jobs affected by the lay-off are able to perform the work of the more junior Employee.**
- (d) Those Employees who are ultimately displaced from a classification shall be reassigned as follows:
- (i) if there are vacant positions to be filled in the same or lower classification within that component that the Employee is able to perform, then they shall be assigned to such position in the highest classification they are able to perform.
 - (ii) if there are no such vacant positions, then the Division shall displace the least senior Employee in the same or lower classification within the component whose job the Employee is able to perform. In the event that there are no such positions, then the affected Employee is to be laid off.

Where employees have moved to a lower classification as a result of the foregoing, they shall be returned to their former classification when a position becomes available in their former classification that they are able to perform, and in such cases, the Division shall not be obligated to fill the higher rated position pursuant to Article 26 - Job Posting.

- (e) For the purpose of this Article, an Employee will be considered to be able to perform the work in question if they are able to meet the minimum requirements for such position.
- (f) The foregoing shall not apply where an Employee, whose job it is to attend to one specific student, is laid off prior to the end of the term because their position is no longer required and there are no other educational assistant positions being filled by Temporary Employees that the Educational Assistant could otherwise perform. Such Employees shall however be entitled to be recalled in accordance with Article 25.03. Where the Employee has not been recalled prior to the end of the school year, they shall be assigned a position at the start of the next school year, provided that the Employee has the necessary seniority and is able to perform the work in question.

25.02 The Division shall notify Employees who are to be laid off fifteen (15) working days prior to the effective date of the lay-off and will provide if possible an estimate of the expected duration of the lay-off. If an Employee has not had the opportunity to work the days as provided in the notice they shall be paid for the days for which work was not made available.

Notwithstanding the foregoing, the Division shall not be required to give fifteen (15) working days notice where an Educational Assistant's additional temporary assignment for busing or lunch is discontinued by reason of the student no longer being enrolled in the school.

25.03 All Employees who are laid off, other than Temporary Employees, shall be placed on a recall list, with copy furnished to the Association, and shall be called back to work as required, beginning with the most senior Employee and descending from there, provided that the most senior Employee is able to perform the work required in the position to be filled.

Where there are Employees on lay-off who are able to fill vacant positions, the position shall be filled by way of recall and not pursuant to Article 26 - Job Posting.

- 25.04 Notice of recall to an Employee who has been laid off shall be made by registered mail to the Employee's last reported address, such notice to include the date upon which the Employee is to report for work.
- 25.05 An Employee who normally works in excess of one thousand two hundred (1,200) hours per year, and whose hours of work have been unilaterally reduced, shall at the Employee's option, be deemed to have been laid off.

ARTICLE 26 - JOB POSTING

- 26.01 All vacancies which fall within the scope of this Agreement shall be posted electronically for at least five (5) working days. Notwithstanding the foregoing, the Division will not be required to post temporary positions where, at the outset, it is expected that the temporary position will be of less than six (6) months duration.
- 26.02 Such job posting shall contain the following:
- Nature of position, qualifications required, knowledge and educational skills required, wage or salary rate or range and closing date for applications.
- Such qualifications shall conform to the job description of the position in question. A copy of each job posting shall be provided to the Association at the time that such posting is made.
- The qualifications may include a language requirement when such requirement is reasonable and necessary for the position in question.
- 26.03 When filling a newly created or vacant position the Division shall base its decision on the qualifications, competency and reliability of the applicant. If qualifications, competency and reliability are relatively equal, seniority shall prevail. Successful applicants will be placed on trial for a period of six (6) months, after which the placement may be confirmed. If the successful applicant proves unsatisfactory or is not confirmed in the position during the trial period, the Employee will be returned to their former or a comparable position. If the former or comparable position is not available, the Employee will retain their former classification until such time as a comparable position becomes available, at which time they will be given priority for placement in such position.
- 26.04 Where a new position is created the Division will advise the Association of the nature of the position and the wage or salary rate.
- 26.05 An Employee covered by this Agreement who has given good and faithful service to the Division and who through advancing years or temporary disability is unable to perform their regular duties, shall be given the preference of work that the Employee could perform which is available at the salary payable at the time for the position to which they are assigned.
- 26.06 Employees shall not be eligible to apply for transfer to other vacant or newly created positions while completing their probationary or trial period without prior permission from the Human Resources Department.

ARTICLE 27 - CREDIT FOR PAST EXPERIENCE ON RETURN TO SERVICE

- 27.01 An Employee, other than a Temporary Employee, who voluntarily resigns their position and returns to the service of the Division more than one (1) year after having resigned their position will be given credit on the salary schedule for past experience equal to their number of years of consecutive service immediately preceding their returning to the service of the Division less one-half (½) of the number of years that they were out of the Division's service during the period immediately prior to their re-employment by the Division.

- 27.02 An Employee who voluntarily resigns their position and returns to the service of the Division within one (1) year of their voluntary resignation will be given credit on the salary schedule for the past experience which they had credited to them at the date of such voluntary resignation.

ARTICLE 28 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 28.01 An Employee who submits a written request to the Director of Human Resources or their designate may review their personnel file in the possession of the Division as it relates to their employment with the Division.
- 28.02 The Employee may have a representative who is a member of the Association present at the time of the review provided the Employee has named the representative in the request. The Division shall have the right to have a representative present when the Employee is examining such files.
- 28.03 Following written assessment of an Employee's performance, the employee will be given an opportunity to review the assessment and to acknowledge having read the contents of the assessment. At the time of reviewing the assessment, the Employee will be provided with the opportunity to place their own comments on the assessment prior to their signing. Upon signing the assessment form, the employee will receive a duplicate copy for their records.
- 28.04 The Division will not introduce as evidence at any Arbitration Hearing and an Arbitration Board shall not accept as evidence any document which is disciplinary in nature, unless the Employee and the Association have been previously advised of the nature of the discipline or has been provided with a copy of such document upon request in advance of the Arbitration.
- 28.05 An Employee may file a grievance requesting the removal or amendment of any disciplinary documentation contained in their file.

ARTICLE 29 - GROUP LIFE INSURANCE

- 29.01 The Division will continue to administer The Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
- 29.02 Unless otherwise excluded, the Employees' share of annual premiums shall be deducted in as near equal amounts as possible from each salary cheque for all participants in the plan. One-half (½) of the premium for the basic lump sum benefit of two hundred percent (200%) of annual earnings for eligible Employees shall be paid by the Division and one-half (½) shall be paid by the Employee.

Eligible Employees who were insured for the survivor income benefit as at March 31, 2001 will be insured for an additional two hundred percent (200%) of annual earnings with one-half (½) of the premium for this amount being paid by the Division and one-half (½) being paid by the Employee. The premium for any other additional option amounts of coverage under the Plan shall be fully paid for by the Employee.

- 29.03 All Employees shall be required to participate in the plan, unless granted exclusion by the Trustees of The Manitoba Public School Employees Group Life Insurance Plan.

ARTICLE 30 - PENSION AND DISABILITY FUND

- 30.01 The Division will maintain a pension plan for all eligible Employees as defined in By-law No. 1017 or any amendment thereto, a by-law relating to a pension fund for Employees other than teachers.
- 30.02 The Division will maintain a disability plan for all eligible Employees as defined in By-law No. 1018 or any amendment thereto, a by-law relating to the disability fund for Employees other than teachers.

ARTICLE 31 - TRANSPORTATION ALLOWANCE

- 31.01 If an Employee uses their own motor vehicle at the request of the Division, they shall be paid an allowance in accordance with the Division's scale of car allowance for Employees who use their motor vehicles on behalf of the Division. The Division agrees that no Employee shall be required to use their own motor vehicle on behalf of the Division as a condition of employment.
- 31.02 Where the Employee's position requires the use of the Employee's motor vehicle and/or the possession of a valid driver's license, and the Employee is either unable to provide a vehicle or ceases to possess a valid driver's license, then the Division may reassign the Employee to another comparable position.

ARTICLE 32 - OTHER BENEFITS

- 32.01 The Division will, whenever practical, provide accommodation for Employees to have their meals and keep their clothes.

ARTICLE 33 - RESOLUTIONS AND REPORTS OF THE SCHOOL BOARD

- 33.01 Copies of all resolutions and minutes adopted by the Board are to be forwarded to the Association within two (2) weeks of such adoption.

ARTICLE 34 - LABOUR MANAGEMENT NEGOTIATIONS

- 34.01 The Division will, for the purposes of negotiating a Collective Agreement or a renewal thereof, grant leave with salary at the applicable rates set forth in Appendix A for seven (7) members of the Association to attend such meetings, provided the meetings are convened during the regular working hours of the Association members.

ARTICLE 35 - INTERPRETATION

- 35.01 Where the singular and feminine are used in this Agreement, the same shall be construed as meaning the plural, or the masculine or the neuter where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 36 - NOTICES

- 36.01 Any notice required to be given to the Association shall be effectively given when registered and mailed to the home address of the President of the Association and to the Association, c/o Myers Weinberg LLP, 724 Cargill Building, 240 Graham Avenue, Winnipeg, Manitoba, R3C 0J7, or to such other addresses as the Association may have supplied to the Division in writing, not to exceed two (2) addresses.
- 36.02 Any notice required to be given to the Employer shall be effectively given when registered and mailed to the Secretary-Treasurer, The Winnipeg School Division, 1577 Wall Street East, Winnipeg, Manitoba, R3E 2S5, or to such other address as the Division may have supplied to the Association in writing.

ARTICLE 37 - CONTRACTING OUT

- 37.01 In order to protect job security the Division agrees not to contract out services which are or have been performed by the Employees in the unit where such contracting out would result in a reduction in positions within the unit.

ARTICLE 38 - PRO RATA BENEFITS

38.01 All Part-time Employees and Employees whose positions require that they work less than twelve (12) months per year shall receive sick leave, vacation and general holidays on a pro rata basis, but no Employee shall be paid less in respect of a general holiday than the Employee would have received had the Employee worked regularly scheduled hours on that general holiday.

ARTICLE 39 - ASSOCIATION NOTICES

39.01 The Division agrees that the Association may use bulletin boards in staff rooms on a non-exclusive basis.

ARTICLE 40 - SEXUAL HARASSMENT

40.01 The Division and the Association recognize that the problem of sexual harassment may exist. The parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace. Allegations and investigations of sexual harassment shall be dealt with in confidence.

ARTICLE 41 - COURSE PAYMENTS

41.01 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 provisions of this Agreement.

ARTICLE 42 - DURATION

42.01 This Agreement shall be in full force and effect from **July 8, 2013 up to and including July 1, 2017**.

42.02 Either of the parties wishing to revise this Agreement shall notify the other party in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall within forty-five (45) days or such later time as may be mutually agreed upon in writing commence negotiations. Within fifteen (15) days of such notification the party giving the notice must submit its written proposals for a new Agreement or the revision of this Agreement and within thirty (30) days of receiving such written proposals the party receiving the notice must submit its written proposals for a new Agreement or a revision of this Agreement and the parties shall be restricted in their negotiations to the said written proposals. During the period of such negotiations this Agreement shall remain in full force and effect. Negotiations may be terminated by either party giving to the other thirty (30) days prior written notice.

ARTICLE 43 - ACCESS TO DIVISION PREMISES

43.01 In those instances where the Association wishes to conduct business with an Employee on or within the Division premises, the Association must first report to the school/building office and obtain authorization to be in the school/building before conducting such business. Upon obtaining appropriate authorization, such business shall be:

- (a) held at times as shall minimize interference with the Division's operation;
- (b) held whenever possible during the employee's allocated lunch and/or coffee breaks. However, when this is not practical;

- (c) held during the employee's working hours. Business/meetings held during regular working hours shall normally not exceed ten (10) minutes in duration, unless otherwise authorized by the principal/supervisor.

ARTICLE 44 – STRIKES AND LOCKOUTS

- 44.01 (a) It is agreed by the Association that there will be no strike or slowdown either complete or partial, or other action by the Association, or any member of the Association whose employment is subject to this Agreement, which will stop or interfere with the Division's business or operation during the life of this Agreement.
- (b) It is agreed by the Division that there shall be no lockout during the life of this Agreement.
- (c) It is agreed by the Association and the Division that in the event of a strike or lockout the initiating party shall provide the other party with at least ten (10) days notice prior to such action.

ARTICLE 45 – DRIVER'S LICENSE VERIFICATION

- 45.01 Any Employee who operates a vehicle while conducting Division business shall possess a valid driver's license representative of the Class of vehicle being operated at the time. The Employee shall upon request present such license to the Division for verification purposes. Declaration that the license is valid shall be signed by the Employee and witnessed by management on the prescribed form.

An Employee subject to this article who loses or has their license suspended for whatever reason must immediately notify the Division. Failure to do so will be considered a disciplinary offense.

ARTICLE 46 – OVERPAYMENTS/UNDERPAYMENTS

- 46.01 Where a wage overpayment error has been made in good faith, the Employer shall be entitled to recover any such overpayment from future wages.

Once the error is discovered, notice and a detailed breakdown of the error will be given by the Employer to the affected Employee and the Association as soon as practicable.

In the event the Employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that Employee and reduce accordingly any payment that might be owing to that Employee to recover the overpayment.

In the event the Employee does not have sufficient wages owing to satisfy the repayment of such overpayment, the Division shall have the right to proceed as it determines necessary to recover the overpayment owing plus any costs incurred in such recovery.

In the event of an underpayment, the Employer will calculate and pay the adjustment within a reasonable period of time.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 27th day of June, A.D., 2014.

THE WINNIPEG SCHOOL DIVISION

**WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES**

S. Hrynyk

Barbara Morrison

Chairperson

President

R. Appelmans

Carla Paul

Secretary Treasurer

Collective Bargaining Chairperson

1. CLERICAL SALARY SCHEDULE (SCHOOL SITES)**Effective July 8, 2013**

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	Hourly	\$16.41	\$17.22	\$18.06	\$18.91	\$19.82
2	Hourly	18.06	18.91	19.82	20.62	21.44
3	Hourly	19.82	20.62	21.44	22.48	23.62
4	Hourly	21.44	22.48	23.62	24.95	25.82
5	Hourly	23.62	24.95	25.82	26.73	27.66
6	Hourly	25.82	26.73	27.66	28.62	29.50
7	Hourly	27.66	28.62	29.50	30.37	31.27
8	Hourly	29.50	30.37	31.27	32.24	33.20

Effective July 6, 2014

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	Hourly	\$16.74	\$17.56	\$18.42	\$19.29	\$20.22
2	Hourly	18.42	19.29	20.22	21.03	21.87
3	Hourly	20.22	21.03	21.87	22.93	24.09
4	Hourly	21.87	22.93	24.09	25.45	26.34
5	Hourly	24.09	25.45	26.34	27.26	28.21
6	Hourly	26.34	27.26	28.21	29.19	30.09
7	Hourly	28.21	29.19	30.09	30.98	31.90
8	Hourly	30.09	30.98	31.90	32.88	33.86

Effective July 5, 2015

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	Hourly	\$17.07	\$17.91	\$18.79	\$19.68	\$20.62
2	Hourly	18.79	19.68	20.62	21.45	22.31
3	Hourly	20.62	21.45	22.31	23.39	24.57
4	Hourly	22.31	23.39	24.57	25.96	26.87
5	Hourly	24.57	25.96	26.87	27.81	28.77
6	Hourly	26.87	27.81	28.77	29.77	30.69
7	Hourly	28.77	29.77	30.69	31.60	32.54
8	Hourly	30.69	31.60	32.54	33.54	34.54

Effective July 3, 2016

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	Hourly	\$17.41	\$18.27	\$19.17	\$20.07	\$21.03
2	Hourly	19.17	20.07	21.03	21.88	22.76
3	Hourly	21.03	21.88	22.76	23.86	25.06
4	Hourly	22.76	23.86	25.06	26.48	27.41
5	Hourly	25.06	26.48	27.41	28.37	29.35
6	Hourly	27.41	28.37	29.35	30.37	31.30
7	Hourly	29.35	30.37	31.30	32.23	33.19
8	Hourly	31.30	32.23	33.19	34.21	35.23

2. CLERICAL SALARY SCHEDULE (NON-SCHOOL SITES)**Effective July 8, 2013**

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	Hourly	\$16.41	\$17.22	\$18.06	\$18.91	\$19.82
2	Hourly	18.06	18.91	19.82	20.62	21.44
3	Hourly	19.82	20.62	21.44	22.48	23.62
4	Hourly	21.44	22.48	23.62	24.95	25.82
5	Hourly	23.62	24.95	25.82	26.73	27.66
6	Hourly	25.82	26.73	27.66	28.62	29.50
7	Hourly	27.66	28.62	29.50	30.37	31.27
8	Hourly	29.50	30.37	31.27	32.24	33.20

Effective July 6, 2014

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	Hourly	\$16.74	\$17.56	\$18.42	\$19.29	\$20.22
2	Hourly	18.42	19.29	20.22	21.03	21.87
3	Hourly	20.22	21.03	21.87	22.93	24.09
4	Hourly	21.87	22.93	24.09	25.45	26.34
5	Hourly	24.09	25.45	26.34	27.26	28.21
6	Hourly	26.34	27.26	28.21	29.19	30.09
7	Hourly	28.21	29.19	30.09	30.98	31.90
8	Hourly	30.09	30.98	31.90	32.88	33.86

Effective July 5, 2015

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	Hourly	\$17.07	\$17.91	\$18.79	\$19.68	\$20.62
2	Hourly	18.79	19.68	20.62	21.45	22.31
3	Hourly	20.62	21.45	22.31	23.39	24.57
4	Hourly	22.31	23.39	24.57	25.96	26.87
5	Hourly	24.57	25.96	26.87	27.81	28.77
6	Hourly	26.87	27.81	28.77	29.77	30.69
7	Hourly	28.77	29.77	30.69	31.60	32.54
8	Hourly	30.69	31.60	32.54	33.54	34.54

Effective July 3, 2016

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	Hourly	\$17.41	\$18.27	\$19.17	\$20.07	\$21.03
2	Hourly	19.17	20.07	21.03	21.88	22.76
3	Hourly	21.03	21.88	22.76	23.86	25.06
4	Hourly	22.76	23.86	25.06	26.48	27.41
5	Hourly	25.06	26.48	27.41	28.37	29.35
6	Hourly	27.41	28.37	29.35	30.37	31.30
7	Hourly	29.35	30.37	31.30	32.23	33.19
8	Hourly	31.30	32.23	33.19	34.21	35.23

3. COMPUTER TECHNICIAN SALARY SCHEDULE**Effective July 8, 2013**

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Technician I	Hourly	\$21.44	\$22.48	\$23.62	\$24.95	\$25.82
Technician II	Hourly	23.62	24.95	25.82	26.73	27.66
District Technician	Hourly	25.82	26.73	27.66	28.62	29.50
Division Technician	Hourly	27.66	28.62	29.50	30.37	31.27
Senior Division Technician	Hourly	29.50	30.37	31.27	32.24	33.20

Effective July 6, 2014

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Technician I	Hourly	\$21.87	\$22.93	\$24.09	\$25.45	\$26.34
Technician II	Hourly	24.09	25.45	26.34	27.26	28.21
District Technician	Hourly	26.34	27.26	28.21	29.19	30.09
Division Technician	Hourly	28.21	29.19	30.09	30.98	31.90
Senior Division Technician	Hourly	30.09	30.98	31.90	32.88	33.86

Effective July 5, 2015

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Technician I	Hourly	\$22.31	\$23.39	\$24.57	\$25.96	\$26.87
Technician II	Hourly	24.57	25.96	26.87	27.81	28.77
District Technician	Hourly	26.87	27.81	28.77	29.77	30.69
Division Technician	Hourly	28.77	29.77	30.69	31.60	32.54
Senior Division Technician	Hourly	30.69	31.60	32.54	33.54	34.54

Effective July 3, 2016

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Technician I	Hourly	\$22.76	\$23.86	\$25.06	\$26.48	\$27.41
Technician II	Hourly	25.06	26.48	27.41	28.37	29.35
District Technician	Hourly	27.41	28.37	29.35	30.37	31.30
Division Technician	Hourly	29.35	30.37	31.30	32.23	33.19
Senior Division Technician	Hourly	31.30	32.23	33.19	34.21	35.23

4. LIBRARY TECHNICIAN SALARY SCHEDULE**Effective July 8, 2013**

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Library Technician	Hourly	\$21.44	\$22.48	\$23.62	\$24.95	\$25.82

Effective July 6, 2014

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Library Technician	Hourly	\$21.87	\$22.93	\$24.09	\$25.45	\$26.34

Effective July 5, 2015

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Library Technician	Hourly	\$22.31	\$23.39	\$24.57	\$25.96	\$26.87

Effective July 3, 2016

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Library Technician	Hourly	\$22.76	\$23.86	\$25.06	\$26.48	\$27.41

5. EDUCATIONAL ASSISTANT SALARY SCHEDULE**Effective July 8, 2013**

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
A	Hourly	\$15.75	\$17.07	\$18.74	\$19.72	\$20.62
B	Hourly	16.35	17.70	19.34	20.31	21.26
C	Hourly	19.34	20.31	21.26	22.28	23.24
D	Hourly	21.26	22.28	23.24	24.28	25.32

Effective July 6, 2014

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
A	Hourly	\$16.07	\$17.41	\$19.11	\$20.11	\$21.03
B	Hourly	16.68	18.05	19.73	20.72	21.69
C	Hourly	19.73	20.72	21.69	22.73	23.70
D	Hourly	21.69	22.73	23.70	24.77	25.83

Effective July 5, 2015

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
A	Hourly	\$16.39	\$17.76	\$19.49	\$20.51	\$21.45
B	Hourly	17.01	18.41	20.12	21.13	22.12
C	Hourly	20.12	21.13	22.12	23.18	24.17
D	Hourly	22.12	23.18	24.17	25.27	26.35

Effective July 3, 2016

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
A	Hourly	\$16.72	\$18.12	\$19.88	\$20.92	\$21.88
B	Hourly	17.35	18.78	20.52	21.55	22.56
C	Hourly	20.52	21.55	22.56	23.64	24.65
D	Hourly	22.56	23.64	24.65	25.78	26.88

6. CLINICIAN ASSISTANT SALARY SCHEDULE**Effective July 8, 2013**

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Clinician Assistant	Hourly	\$21.26	\$22.28	\$23.24	\$24.28	\$25.32

Effective July 6, 2014

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Clinician Assistant	Hourly	\$21.69	\$22.73	\$23.70	\$24.77	\$25.83

Effective July 5, 2015

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Clinician Assistant	Hourly	\$22.12	\$23.18	\$24.17	\$25.27	\$26.35

Effective July 3, 2016

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Clinician Assistant	Hourly	\$22.56	\$23.64	\$24.65	\$25.78	\$26.88

7. INTERPRETER SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>Hourly Effective July 8, 2013</u>	<u>Hourly Effective July 6, 2014</u>	<u>Hourly Effective July 5, 2015</u>	<u>Hourly Effective July 3, 2016</u>
Interpreter 1	\$28.29	\$28.86	\$29.44	\$30.03
Interpreter 2	\$30.57	\$31.18	\$31.80	\$32.44

8. FOOD COORDINATOR SALARY SCHEDULE**Effective July 8, 2013**

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Food Coordinator	Hourly	\$17.99	\$19.02	\$20.33	\$21.12	\$21.80

Effective July 6, 2014

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Food Coordinator	Hourly	\$18.35	\$19.40	\$20.74	\$21.54	\$22.24

Effective July 5, 2015

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Food Coordinator	Hourly	\$18.72	\$19.79	\$21.15	\$21.97	\$22.68

Effective July 3, 2016

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Food Coordinator	Hourly	\$19.09	\$20.19	\$21.57	\$22.41	\$23.13

9. VOCATIONAL TRAINER SALARY SCHEDULE**Effective July 8, 2013**

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Vocational Trainer	Hourly	\$21.26	\$22.28	\$23.24	\$24.28	\$25.32

Effective July 6, 2014

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Vocational Trainer	Hourly	\$21.69	\$22.73	\$23.70	\$24.77	\$25.83

Effective July 5, 2015

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Vocational Trainer	Hourly	\$22.12	\$23.18	\$24.17	\$25.27	\$26.35

Effective July 3, 2016

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Vocational Trainer	Hourly	\$22.56	\$23.64	\$24.65	\$25.78	\$26.88

10. HOME LEARNING ASSISTANT SALARY SCHEDULE**Effective July 8, 2013**

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Home Learning Assistant	Hourly	\$21.48	\$22.27	\$23.22

Effective July 6, 2014

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Home Learning Assistant	Hourly	\$21.91	\$22.72	\$23.68

Effective July 5, 2015

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Home Learning Assistant	Hourly	\$22.35	\$23.17	\$24.15

Effective July 3, 2016

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Home Learning Assistant	Hourly	\$22.80	\$23.63	\$24.63

11. WORK EXPERIENCE COORDINATOR SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>Annual Effective July 8, 2013</u>	<u>Annual Effective July 6, 2014</u>	<u>Annual Effective July 5, 2015</u>	<u>Annual Effective July 3, 2016</u>
Work Experience Coordinator	\$43,908	\$44,786	\$45,682	\$46,596

12. CROSSING GUARDS SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>Hourly Effective July 8, 2013</u>	<u>Hourly Effective July 6, 2014</u>	<u>Hourly Effective July 5, 2015</u>	<u>Hourly Effective July 3, 2016</u>
Adult Crossing Guard	\$11.62	\$11.85	\$12.09	\$12.33

13. CHILD DEVELOPMENT LAB ASSISTANT SALARY SCHEDULE**Effective July 8, 2013**

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Child Development Lab Assistant	Hourly	\$17.85	\$19.00	\$20.30	\$21.30	\$22.25

Effective July 6, 2014

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Child Development Lab Assistant	Hourly	\$18.21	\$19.38	\$20.71	\$21.73	\$22.70

Effective July 5, 2015

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Child Development Lab Assistant	Hourly	\$18.57	\$19.77	\$21.12	\$22.16	\$23.15

Effective July 3, 2016

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Child Development Lab Assistant	Hourly	\$18.94	\$20.17	\$21.54	\$22.60	\$23.61

14. COORDINATOR VOLUNTEER SERVICES**Effective July 6, 2013**

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Coordinator Volunteer Services	Hourly	\$24.87	\$25.89	\$27.05	\$28.31	\$29.59

Effective July 6, 2014

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Coordinator Volunteer Services	Hourly	\$25.37	\$26.41	\$27.59	\$28.88	\$30.18

Effective July 5, 2015

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Coordinator Volunteer Services	Hourly	\$25.87	\$26.94	\$28.14	\$29.45	\$30.79

Effective July 3, 2016

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Coordinator Volunteer Services	Hourly	\$26.39	\$27.48	\$28.70	\$30.04	\$31.41

15. ASSISTANT COORDINATOR VOLUNTEER SERVICES**Effective July 8, 2013**

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Assistant Coordinator Volunteer Services	Hourly	\$22.50	\$23.94	\$24.84	\$25.86	\$26.91

Effective July 6, 2014

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Assistant Coordinator Volunteer Services	Hourly	\$22.95	\$24.42	\$25.34	\$26.38	\$27.45

Effective July 5, 2015

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Assistant Coordinator Volunteer Services	Hourly	\$23.41	\$24.91	\$25.84	\$26.90	\$28.00

Effective July 3, 2016

<u>CLASSIFICATION</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Assistant Coordinator Volunteer Services	Hourly	\$23.88	\$25.41	\$26.36	\$27.44	\$28.56

SUPPORT STAFF**SUPERVISORS****Secretary-Treasurer's Department**

Payroll Section
Accounting/Audit
Secretarial Section
Purchasing Section
Transportation

Payroll Manager
Assistant Secretary-Treasurer
Board Administrative Assistant
Senior Buyer
Co-ordinator of Permits and
Transportation

Building Department

Director of Buildings

Superintendent's Department

Superintendent's Office
Communications Section

}

Office Supervisor

Information Systems
Research Planning and
Technology

}

Director, Research Planning & Systems
Management

Human Resources Department

Custodial Support Services
Human Resources Office
Wellness Section

}

Office Supervisor

Library Support Services

Director, Research Planning & Systems
Management

Child Guidance Clinic

Administrative Assistant and/or Director

School Clerks

School Principal

Educational Resource Centre

Building Manager

**Educational Assistants and
Food Coordinators**

School Principal

School Computer Technicians

School Principal

District Computer Technicians

Designated School Principal

Senior Division Technicians

Supervisor Technical Services

Division Technicians

Supervisor Technical Services

Home Learning Assistant

School Principal

Library Technicians

School Principal

Adult Crossing Guards

School Principal

Vocational Trainer

School Principal

Work Experience Coordinator

Designated School Principal

Interpreters

School Principal

Child Development Lab Assistants

School Principal

Clinician Assistants

School Principal

1. MATERNITY LEAVE

1.1 General

- 1.1.1 An employee who is pregnant is eligible for maternity leave in accordance with the Manitoba Employment Standards Code. Every effort will be made by the Division in conjunction with the employee's attending physician to protect the health and safety of the pregnant employee.
- 1.1.2 Employees must submit an application in writing for maternity leave at least four (4) weeks before the date specified in the application as the day the leave is to commence.
- 1.1.3 Employees must provide the Division with a certificate from a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of delivery.
- 1.1.4 Maternity leave shall consist of a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate referred to in 1.1.3.
- 1.1.5 Maternity leave shall consist of a period, of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate referred to in 1.1.3 and the actual date of delivery, if the delivery occurs after the date specified in the certificate.

1.2 Commencement and Termination Dates of Leave

- 1.2.1 Maternity leave granted to an employee in accordance with Section 1.1 shall commence no earlier than seventeen (17) weeks preceding the date specified in the certificate referred to in 1.1.3 and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- 1.2.2 An employee may terminate the maternity leave earlier than the day set out in 1.2.1 by giving written notice *not less than* one pay period prior to the day the employee wishes the leave to terminate.

1.3 Special Leave Related to Pregnancy

An employee who does not submit an application for maternity leave in accordance with clause 1.1.2, but who except for the non-compliance with that clause would have been eligible for maternity leave, is entitled to and shall be granted leave consisting of:

- 1.3.1 such period or periods within the seventeen (17) weeks immediately preceding the estimated date of delivery as certified by a duly qualified medical practitioner, if the Division is provided with a certificate from a duly qualified medical practitioner stating that during the period or periods mentioned in the certificate the employee:
 - (i) was incapable of performing the normal duties of employment, or
 - (ii) will be incapable of performing the normal duties of employment, by reason of a medical condition that is or was directly attributable to their pregnancy;
- 1.3.2 such further period granted under 1.3.1. when added to the leave granted under clause 1.3.1 will not exceed the amount of maternity leave to which an employee is entitled.

1.4 Special Entitlement to Leave

An employee who does not apply for maternity leave under subsection 1.1.2 or 1.3.1 shall be granted leave for a period not exceeding the period of maternity leave to which they are entitled under subsection 1.1.4 or 1.1.5.

1.5 Limitation

Notwithstanding anything contained in subsections 1.3 and 1.4, leave granted to an employee under any of those subsections shall terminate no later than seventeen (17) weeks following the actual date of delivery.

1.6 Supplemental Employment Benefit Plan (Maternity)

- 1.6.1 An employee except those covered by the Canadian Union of Public Employees, Local 110, and Trades Agreements taking maternity leave pursuant to this section shall be entitled to 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 the leave was taken, this pay to include any benefits received from Human Resources Development Canada (HRDC) to a Supplemental Employment Benefits (SEB) Plan.
- 1.6.2 With respect to the period of maternity leave, payments made according to the SEB Plan will consist of the first seventeen weeks as follows:
 - a) For the first two weeks (waiting period) payment equivalent to ninety percent (90%) of gross salary, and
 - b) For up to the next immediate fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.
- 1.6.3 Where an employee intends to take additional leave, that employee must commence the leave immediately *following* expiry of the maternity leave without a return to work after the expiry of the maternity leave.
- 1.6.4 An employee taking additional leave is entitled, provided the terms and conditions of the Master Policies so provide, to prepay the cost of such benefit plans for the duration of the leave. Where the employee prepays the cost, such payment will include both the employee's and Division's share of the costs.
- 1.6.5 The HRDC start date for the maternity leave waiting period is the start date for which an employee is eligible for payment under this section.
- 1.6.6 For ten (10) month employees where any portion of the seventeen (17) weeks of maternity leave falls during the summer break, winter break, spring break or any other period when the employee is not earning salary, the employee is not entitled to receive top-up benefits for that portion of the maternity leave.
- 1.6.7 Subject to the qualifying period being met where an employee has commenced maternity leave prior to the adoption of this policy and a portion of the first seventeen (17) weeks falls after that date, the employee shall be entitled to receive the paid maternity leave benefit for that portion (if any) of the first seventeen (17) weeks of maternity leave that falls after the date of adoption of the policy.
- 1.6.8 A specific application or registration for a SEB Plan is not required. The only requirement from HRDC is that the comment section of the Record of Employment confirm that the conditions of Section 38 of the Employment Insurance Regulations are met.
- 1.6.9 Employees must be regular full time or part time employees (not term/temporary) of the Division during the period when maternity leave benefits may be paid by the Division in order to be eligible to receive those payments.
- 1.6.10 The qualifying period of seven (7) consecutive months in the employ of the Division must be served as per the Employment Standards Code in order to qualify for any Supplemental maternity leave payment. Should an employee fail to serve the full qualifying period prior to the start of the maternity leave, then that employee shall be eligible to receive maternity leave benefits only for that portion of the seventeen (17) weeks which occurs after the completion of the seven (7) month qualifying period.
- 1.6.11 The Division requires each employee on maternity leave, to provide a copy of the letter from HRDC that confirms their approval with effective dates for maternity benefits in order to calculate benefits accurately.

- 1.6.12 Employees not eligible for maternity leave benefits from HRDC shall not be eligible for the Supplemental Benefit Plan.
- 1.6.13 Should payments to employees be required prior to receipt of the statement from HRDC, an estimate of the entitlement will be made with an adjustment made following receipt of the statement.
- 1.7 Parental Leave (Maternity)**
- 1.7.1 An employee who becomes the natural mother of a child is eligible for parental leave without pay.
- 1.7.2 Employees must submit an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day the leave is to commence.
- 1.7.3 Employees taking parental leave in addition to maternity leave must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave.
- 1.7.4 Parental leave shall consist of a period not exceeding thirty-seven (37) consecutive weeks.
- 1.7.5 An employee who gives less notice than specified in 1.7.2 shall be eligible for a period of parental leave of thirty seven consecutive weeks less the number of days by which the notice given is less than four weeks.
- 1.7.6 An employee may terminate the parental leave earlier than the date set out in 1.7.4 or 1.7.5 by giving written notice not less than one pay period prior to the day the employee wishes the leave to terminate.
- 1.8 Reinstatement of Employee**
- An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- 1.9 Employment Deemed Continuous**
- For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with Sections 1.1 and 1.7 employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.
- 1.10 Additional Personal Leave for Staff**
- Additional personal leave following parental leave may be granted to an employee provided mutually satisfactory agreement can be concluded between the Division and the employee.
- 1.11 Authorization for Leave**
- The Chief Superintendent or designee is authorized to grant leaves in accordance with the Maternity Leave section, with the exception that additional leave requested in accordance with section 1.10, shall require approval of the Board.
- 2. PARENTAL LEAVE (SPOUSAL)**
- 2.1 General**
- 2.1.1 An employee who has become the natural father of a child or whose common law spouse becomes the natural parent of a child, or who assumes actual care and custody of their common law spouse's newborn child is eligible for parental (spousal) leave without pay in accordance with the Manitoba Employment Standards Code.
- 2.1.2 Employees must submit an application in writing for parental leave (spousal) at least four (4) weeks before the date specified in the application as the day the leave is to commence.
- 2.1.3 Parental Leave (spousal) shall consist of a period not exceeding thirty-seven (37) weeks subject to 2.1.4, 2.2.1 and 2.2.2 following.

2.1.4 An employee who gives less notice than specified in 2.1.2 shall be eligible for a period of parental leave (spousal) of thirty-seven consecutive weeks less the number of days by which the notice given is less than four weeks.

2.2 Commencement and Termination of Leave

2.2.1 Parental leave (spousal) shall commence no later than the first anniversary date of the birth of the child or of the date on which the child comes into the actual care and custody of the employee.

2.2.2 An employee may terminate the parental leave (spousal) earlier than the date set out in 2.1.3 or 2.1.4 by giving written notice *not less than* one pay period prior to the day the employee wishes the leave to terminate.

2.3 Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

2.4 Employment Deemed Continuous

For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of the leave shall be deemed to be continuous with employment before the commencement of the leave.

2.5 Additional Personal Leave

Additional personal leave may be granted to an employee provided a mutually satisfactory agreement can be concluded between the Division and the employee.

2.6 Authorization for Leave

The Chief Superintendent or designee shall be authorized to grant leaves in accordance with the Parental Leave (Spousal) Section, with the exception that additional leave requested in accordance with Section 2.5 shall require approval of the Board.

3. ADOPTIVE LEAVE

3.1 General

3.1.1 An employee who has adopted a child is eligible for adoptive leave in accordance with the Manitoba Employment Standards Code.

3.1.2 Employees must submit an application in writing for adoptive leave at least four (4) weeks before the day specified in the application as the day the leave is to commence.

3.1.3 Adoptive leave shall consist of a period, not exceeding thirty-seven (37) weeks subject to 3.1.4, 3.2.1 and 3.2.2.

3.1.4 An employee who gives less notice than specified in 3.1.2 shall be eligible for a period of adoptive leave of thirty seven (37) consecutive weeks less the number of days by which the notice given is less than four weeks.

3.2 Commencement and Termination of Leave

3.2.1 Adoptive leave shall commence no later than the first anniversary date of the adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

3.2.2 An employee may terminate the adoptive leave earlier than the date set out in 3.1.3 or 3.1.4 by giving written notice not less than one pay period prior to the date the employee wishes the leave to terminate.

3.3 Supplemental Employment Benefit Plan (Adoptive)

- 3.3.1 An employee except those covered by the Canadian Union of Public Employees, Local 110, and Trades Agreements taking adoptive 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 HRDC to a SEB Plan. The implementation of this clause is subject to the successful arrangement of a SEB Plan with HRDC.
- 3.3.2 In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the first ten (10) weeks as follows:
- a) for the first two (2) weeks (waiting period), payment equivalent to their ninety percent (90%) of gross salary, and
 - b) for up to the next immediate eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety (90%) of their gross salary.
- 3.3.3 Where the employee intends to take additional leave, the employee must commence the leave immediately on expiry of the adoptive leave without a return to work after expiry of the adoptive leave.
- 3.3.4 An employee taking additional leave is entitled, provided the terms and conditions of the Master Policies so provide, to prepay the cost of such benefit plans for the duration of the leave. Where the employee prepays the cost, such payment from the employee will include both the Division and employees' share of the costs.
- 3.3.5 The HRDC start date for the adoptive leave waiting period is the start date for which an employee is eligible for payment under this section.
- 3.3.6 For ten (10) month employees where any portion of the ten (10) weeks for adoptive leave top-up falls during the summer break, winter break, spring break, or any other period for when the employee is not earning salary, the employee is not entitled to receive adoptive leave benefits pursuant to this Article for that portion of the adoptive leave period.
- 3.3.7 Subject to the qualifying period being met, where an employee has commenced adoptive leave prior to the date of adoption of this policy, and a portion of the first ten (10) weeks falls after that date, the employee shall be entitled to receive the paid adoptive leave benefit for that portion (if any) of the first ten (10) weeks of adoptive leave that falls after the date of adoption of the policy.
- 3.3.8 A specific application or registration for a Supplementary Employment Benefits Plan is not required. The only requirement from (HRDC) is that the comment section of the Record of Employment confirm that the conditions of Section 38 of the Employment Insurance Regulations are met.
- 3.3.9 Employees must be regular full or Part-time Employees (not term/temporary) of the Division during the period when adoptive leave benefits may be paid by the Division in order to be eligible to receive those payments.
- 3.3.10 The qualifying period of seven (7) consecutive working months in the employ of the Division must be served, as per the Employment Standards Code, in order to qualify for any adoptive leave payment. For greater certainty, should an employee fail to serve the full qualifying period prior to the start of the adoptive leave, then that employee shall be eligible to receive adoptive leave benefits only for that portion of the ten (10) weeks which occurs after the completion of the seven (7) month qualifying period.
- 3.3.11 The Division requires, from each employee on adoptive leave, a copy of the letter from HRDC that confirms their approval with effective dates for adoptive benefits in order to accurately calculate their entitlement.

- 3.3.12 Employees not eligible for adoptive leave benefits from HRDC shall not be eligible for the Supplemental Employment Benefit Plan.
- 3.3.13 If both adoptive parents are employed by the Division only one employee shall be eligible for the Supplemental Employment Benefit Plan.
- 3.3.14 Should payments to employees be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.
- 3.4 Reinstatement of Employee**
An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- 3.5 Employment Deemed Continuous**
For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of the leave shall be deemed to be continuous with employment before the commencement of the leave.
- 3.6 Additional Personal Leave**
Additional personal leave may be granted to an employee provided a mutually satisfactory agreement can be concluded between the Division and the employee.
- 3.7 Authorization for Leave**
The Chief Superintendent or designee shall be authorized to grant leaves in accordance with the Adoptive Leave Section, with the exception that additional leave requested in accordance with Section 3.6 shall require approval of the Board.
- 5. LEAVE OF ABSENCE - SUPPORT STAFF**
- 5.1 Support Staff who have not completed one (1) year of service will not be granted leave of absence in accordance with Section 5.2, except for illness.
- 5.2 Support Staff who have completed one (1) year of service may be granted leave of absence for a period of one (1) year with subsequent extensions to a maximum of three (3) years for reasons deemed appropriate by the Division.
- 5.3 Conditions for Leave**
- 5.3.1 Employees granted leave under this section are guaranteed a position upon return, but not necessarily the same position occupied prior to the leave or a position in the same classification.
- 5.3.2 Employees returning from leave into a position of lesser classification shall receive salary according to the scale for the lower classification.
- 5.3.3 Employees placed in a position of lesser classification upon return from leave shall be given preference for placement into the first position which becomes available in their former classification.
- 5.4 Authorization for Leave**
The Chief Superintendent or designee shall be authorized to grant leaves in accordance with this section, with the exception that leave requested for a period beyond twenty (20) weeks shall require approval of the Board.

6. LONG SERVICE LEAVE

6.1 Leave of Absence - 25 Years' Service

Twenty (20) working days' leave of absence with pay shall be granted by the Board to employees of the School Division other than teachers and employees in the Administrative Salary Classes 1-10 and 11-20 after they have been in the continuous service of the Division for twenty-five (25) years or more subject to the following conditions:

- i) that a written application shall be made by such employees for this leave of absence;
- ii) that each application shall be dealt with on its own merits;
- iii) that such leave be granted subject to the exigencies of the service; and
- iv) that such leave may be granted in addition to the employee's regular annual holidays with pay.

7. PERSONAL BUSINESS LEAVE

7.2 Support Staff

The Chief Superintendent or designee shall be authorized to grant short leave of absence to support staff in accordance with this section as follows:

- | | | |
|-------|---|--|
| 7.2.1 | Emergency illness in the family or household or family emergency. | Allow one (1) day and deduct up to four (4) days at minimum rate. In special cases, deduct additional days up to a total of ten (10) days absence at minimum rate. |
| 7.2.2 | Death:
- member of immediate family or a relative who was a member of the household. Immediate family shall include common law spouse as defined in section 10 below.

-grandparents, grandchildren.

-spouse or common law spouse's mother, father, sister, brother, son, daughter. | Allow up to five (5) consecutive days. Deduct at full salary beyond five (5) days.

Allow up to three (3) consecutive days. Deduct additional days up to a total of five (5) consecutive days absence at minimum rate.

Allow up to three (3) consecutive days. Deduct additional days up to a total of five (5) consecutive days absence at minimum rate. |
| 7.2.3 | To attend funeral of:

- a relative outside the immediate family who was not a member of the household.

-friend.

-participant in ceremony (eg. Soloist).

-pallbearer. | Allow up to one (1) day. Deduct additional days up to a total of five (5) consecutive days absence at minimum rate.

Deduct at minimum rate.

Allow one-half (½) day.

Allow one (1) day in town, one and one-half (1 ½) days out of town. |

Note: Leaves granted in accordance with sections 7.2.1, 7.2.2, and 7.2.3 may not be combined to increase the leave entitlement.

7.2.4	For observance of religious holy days.	Allow three (3) days per year through either time off in lieu of Easter, the last Monday in March, Christmas Day or Boxing Day or a mutually agreed to alternate arrangement. Requests for religious holy leave shall be governed by the procedure in 7.5 below.
7.2.5	Writing exams for university standing.	Allow one-half (½) day per exam up to two (2) exams. For three (3) or more exams (half-days) deduct excess at minimum rate.
7.2.6	Studying for exams.	Deduct full salary.
7.2.7	University or Community College Convocation: - own.	Allow one (1) day in town; excess at minimum rate.
	- immediate family.	Allow one (1) day; excess at full salary.
7.2.8	Graduation (High School): - immediate family.	Allow up to one day.
7.2.9	To attend a convention or meeting of an organization with a program relevant to the employee's position, with the prior approval of the Superintendent.	Allow up to five (5) days.
7.2.10	To deliver an address before an educational body.	Allow.
7.2.11	Approved absence which involves financial recompense for an employee.	Amount of recompense may be deducted.
7.2.12	Adjudicating at festivals, etc.	Deduct at minimum rate.
7.2.13	Public Service Meetings: - council, school board, etc.	Deduct at minimum rate.
7.2.14	Musical Festival (own performance).	Deduct at minimum rate.
7.2.15	Participation in sports: - for employees participating in league, league championship, zone or round robin play, Invitational meets or qualifying competitions	Deduct at full salary.
	- for employees selected as representatives of the city in semi-final or final provincial competition	Deduct at minimum rate.
	- for employees selected by Sports Manitoba as representatives of the Province participating in semi-final or final National competition.	Allow.
	- for employees selected to be members of National teams of Canada competing in International competition.	Allow.

Note: The above shall include both competitors and coaches. However coaches receiving recompense for days allowed by the Division shall reimburse the Division the amount of the recompense.

- other approved requests (eg. officiating). Deduct at full salary.

Note: Leaves approved in accordance with section 7.2.15 shall not exceed five (5) days in total in any school year.

7.2.16 Wedding:
- own Deduct up to three (3) days at minimum rate. Permission may be granted for up to five (5) days except in weeks when a holiday occurs, deduct fourth (4th) and fifth (5th) days at full salary.

- immediate family. In town one-half (½) day at minimum rate, out of town one (1) day at minimum rate. Deduct at full salary for excess.

7.2.17 Birth of an employee's child resulting from that employee's spouse or common law spouse's pregnancy. Allow one (1) day. This entitlement ceases two (2) days after the spouse or common law spouse is discharged from the hospital.

Adopting a child. Allow one (1) day.

7.2.18 Moving. Deduct full salary.

7.2.19 Approved late return from travel (or early departure). Deduct full salary.

7.2.20 For quarantine of place of residence. Allow up to five (5) days.

7.2.21 Discretionary Leave Day

a) Effective July 1, 2002, each employee, except employees covered by the Winnipeg Teachers' Association Collective Agreement, shall be entitled to one (1) day paid discretionary leave in each vacation year based on the employee's regularly scheduled daily hours of work.

b) The leave cannot be deferred into the following year.

c) The date for such leave shall be agreed upon between the Superintendent, Department Director or School Principal as the case may be and the employee and may not be adjacent to any holiday period.

d) Requests must be submitted in writing, in advance, on the Division Short Leave Request Form.

e) In order for an employee to qualify for the discretionary leave day, the employee must have or will likely be employed for more than 120 full or partial consecutive days during the vacation year. Employees who are employed for more than 120 full or partial consecutive days over 2 vacation years shall be entitled to one (1) day.

7.2.22 The Chief Superintendent has authority to Grant leave in other special circumstances for up to one (1) day with no deductions from salary or with deduction of minimum rate or full salary.

7.3 Where a ten (10) month employee's bereavement leave as detailed in 7.1.2, 7.1.3, 7.2.2, or 7.2.3 commences immediately prior to or during Winter, Spring or Summer Break, the week days (other than statutory holidays) that fall during such breaks shall be considered to form part of the leave.

7.4 Notification - Religious Holy Leave:

- 7.4.1 Employees requiring religious holy leave prior to October 15 shall provide the Division with ten (10) working days notice in writing.
- 7.4.2 Employees requiring religious holy leave after October 15 shall provide notice of all leave required that school year by September 30.
- 7.4.3 Employees commencing employment with the Division at a time other than the start of the school year and who require religious holy leave, shall provide the Division with written notice of their requirements within ten (10) working days of commencing active employment.
- 7.4.4 Where appropriate notice has not been given to the Division, the Division shall provide religious holy leave days and that leave, at the Division's discretion, may be:
- i) with pay; or
 - ii) regular salary less minimum rate for the employee's classification in the case of non-teaching employees; or
 - iii) at regular salary less the rate for a substitute in the case of a teaching employee; or
 - iv) with a full deduction of salary for the day.

7.5 Extension of Vacation/Holiday

Personal Business leave as identified in Section 7.1 and 7.2 shall not be granted for the purpose of extending vacation, break periods or holiday time.

7.6 Deduction Definitions

- 7.6.1 For the purposes of section 7.1, "Substitute rate" means the rate of salary for a substitute in the teacher's salary classification.
- 7.6.2 For the purposes of section 7.2, "Minimum rate" means the minimum schedule rate for the employee's classification.
- 7.6.3 For the purposes of sections 7.1 and 7.2, "Allow" means no deduction of salary.
- 7.6.4 For the purpose of section 7.1 Teaching/Clinical staff shall include teachers, clinicians, principals, vice-principals, area service directors, consultants, the chief librarian and the service director of special education.

7.7 Leave Request

- 7.7.1 Employees are required to complete "Request for Short Leave of Absence Forms", Exhibits E(1) and E(2) and secure permission from the Division prior to taking any such leave, except in emergency situations.
- 7.7.2 In emergency situations, the employee shall report to their supervisor at the earliest opportunity.

7.8 Reporting Leaves

Principals or supervisors shall report reasons for absences for personal business in the "remarks" column of the salary report.

7.9 Absence of Principals and Vice-Principals

- 7.9.1 The Chief Superintendent shall submit reports to the Board regarding the absence of principals or vice-principals which are in excess of one (1) week.
- 7.9.2 Any principal or vice-principal who expects to be out of the school for one-half (½) day or more shall inform the appropriate Superintendent.

- 7.9.3 Any principal or vice-principal who is absent because of illness or personal business shall call the superintendent in the morning of the day the absence commences and again on the day of return to duty. The nature of the illness and an estimate of the length of absence should be reported to the superintendent.

7.10 Court Appearances

Employees will be granted leave without deduction of salary for court appearances if the employee is subpoenaed by the Crown to be a witness in a court action or is summoned for jury duty, provided however, the employee shall remit to the Division any remuneration which the employee may receive because of an appearance in court as a witness or as a juror.

7.11 Citizenship Leave

Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian Citizen.

9. LOAN OF SERVICE

- 9.1 Loans of service of Division employees may be granted by the Board of Trustees for a period not to exceed three (3) years to be approved on an annual basis.
- 9.2 Loans of service will only be granted for employment with public organizations, government departments, or service as an executive member on the local employee group.
- 9.3 For the purpose of calculating pension, seniority and other benefits for the employee for whom the loan of service has been granted, employment shall be deemed as continuous.
- 9.4 An employee who wishes to resume employment on the expiration of the loan of service granted in accordance with this section is guaranteed a position upon return in the same or comparable classification with not less than the same wages and benefits.
- 9.5 Loans of service may be granted for employment with an employee group with which the Division has a collective agreement.

10. DEFINITION OF PARTNER

- 10.1 For the purposes of this policy, “common law spouse” shall be defined as a person of the same or opposite gender with whom an employee has established residence and lived in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as their spouse.

11. EMPLOYEES COVERED BY COLLECTIVE AGREEMENTS

- 11.1 Where an employee under a collective agreement has a leave entitlement which is different than the entitlement specified in this policy, the provisions of the collective agreement shall apply.

LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION
(the "Division")

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES
(the "Association")

Re: Reduction of Hours and Posting of Temporary Positions

1. In an effort to minimize the possibility of reduction in employees' hours of work, and in order to adopt a method of effecting any required reductions, the Division shall not be required to post temporary positions that either become vacant or are created after November 1 of any particular school year. For the purpose of this clause, the term "temporary position" shall refer to any temporary position that is not expected to last beyond the end of the school year in which it is being posted.
2. In the event that the Division finds it necessary to reduce employee hours, then the Division will proceed as follows:
 - (a) The employee who would be directly affected will be given the option of accepting the reduced hours. If they decline to accept such reduced hours, then the reduced assignment will be offered to the least senior employee who is within that classification and within that school. For the purposes of this clause, the phrase "least senior" will be determined on the basis of seniority within the Division rather than within the school.
 - (b) If the least senior employee does not accept the reduced assignment, then they will be moved to another available position within the Division. For the purpose of this clause, such position is one that is in the same classification and has the same or greater number of hours.
 - (c) In the event that two or more employees are being moved to other available positions in accordance with the preceding clause, then they shall be placed in positions within their classification on the basis of their Divisional seniority.
 - (d) The Division will endeavour to allow affected employees to restore their hours prior to hiring others to fill comparable positions.
 - (e) The Division will not effect any lay offs (including any reductions in hours other than on a case-by-case basis) without first engaging in meaningful consultation with the Association.

Dated this 27th day of June, 2014

Pauline Clarke
THE WINNIPEG SCHOOL DIVISION

Barbara Morrison
THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES

LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION
(the "Division")

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES
(the "Association")

Re: Paid In-service Days - Newly Hired Educational Assistants and Food Coordinators

The parties agree that the prorating of paid in-service days for newly-hired Educational Assistants and Food Coordinators shall be as follows:

Educational Assistant A and B and Food Coordinators

Educational Assistants A and B, and Food Coordinators who commence employment with the Division, in any given year, between school opening and November 30 will be entitled to two (2) in-service days. Those individuals commencing employment between December 1, and March 31 of the school year will be entitled to one (1) in-service day. Those individuals commencing employment after April 1 of the school year will not be entitled to any (0) in-service days.

Educational Assistant C and D

Educational Assistants C and D, who commence employment with the Division in any given year, between school opening and November 15 of the school year will be entitled to three (3) in-service days. Those individuals commencing employment between November 16 and January 31 of the school year will be entitled to two (2) in-service days. Those individuals commencing employment between February 1 and April 30 of the school year will be entitled to one (1) in-service day. Those individuals commencing employment after April 30 of the school year will not be entitled to any (0) in-service days.

Dated this 27th day of June, 2014

Pauline Clarke

THE WINNIPEG SCHOOL DIVISION

Barbara Morrison

THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES

LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION
(the "Division")

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES
(the "Association")

Re: Parenting Leave

The parties agree that the Division will utilize the following principles and protocol in considering applications for sick leave coverage for disability arising out of pregnancy, labour and delivery, and recovery from same:

1. Pregnancy, labour and delivery, and recovery therefrom may give rise to a period of disability such that an employee will be entitled to sick leave benefits under the Collective Agreement.
2. The period of disability occasioned by pregnancy, labour and delivery, and recovery therefrom will vary in each individual case depending upon the circumstances involved.
3. An employee who is pregnant or on maternity leave may file an application for sick leave with the Division for disability relating to the pregnancy, labour and delivery no later than one calendar month following the date of delivery. Attendant upon this application the employee will be required to provide the Division with information respecting the medical practitioners involved in their case and to sign a release allowing the Division to correspond with such individual(s) to obtain medical information relevant to the leave application.
4. Upon the request of the employee, the Division shall provide the employee with copies of all medical information received from their medical practitioners in relation to sick leave coverage for disability arising out of pregnancy, labour and delivery, to the employee within a reasonable period of time of receipt of same.
5. Upon receipt of adequate medical information, the Division will consider the application for sick leave, and will pay sick leave benefits for such period of time as is supported by such information. Individual employees retain their rights to grieve under the Collective Agreement in the event they disagree with the Division's disposition of their leave application.
6. This protocol does not affect the Division's existing procedures respecting the application for and granting of maternity and parental leaves of absence.
7. The Division retains its right to amend this protocol upon notification to the Association, and in such event the Association retains its right to process a policy grievance concerning any such amendment.

Dated this 27th day of June, 2014

Pauline Clarke

THE WINNIPEG SCHOOL DIVISION

Barbara Morrison

THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES

LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION
(the "Division")

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES
(the "Association")

Re: Paid Discretionary Leave

Effective September 1, 2002, each employee will be entitled to one (1) day paid discretionary leave in each school year. The leave can not be deferred into the following year. The leave entitlement and details regarding notice, etc. will be set forth in the Division's policy manual.

This leave shall be based on the employee's regularly scheduled daily hours of work.

Dated this 27th day of June, 2014

Pauline Clarke

THE WINNIPEG SCHOOL DIVISION

Barbara Morrison

THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES

LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION
(the "Division")

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES
(the "Association")

Re: Article 10.06 a) i. 2 and 10.06 a) i. 3 - Administrative / In-service Days

Each school shall establish a schedule in the Fall Term of each school year setting forth the dates on which the additional professional development, administration days or in-service days will be worked, and Educational Assistants shall be advised accordingly no later than October 15 of that school year. Educational Assistants will work such additional days or any other days that are by agreement substituted for such days. In such cases, the educational assistant will be provided with at least ten (10) days' notice.

This leave shall be based on the employee's regularly scheduled daily hours of work.

Dated this 27th day of June, 2014

Pauline Clarke

THE WINNIPEG SCHOOL DIVISION

Barbara Morrison

THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES

LETTER OF CLARIFICATION

between

THE WINNIPEG SCHOOL DIVISION

(the "Division")

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES

(the "Association")

Re: Article 14.02 (a) – Annual Vacation – Vacation Year

The Employer and the Association agree that changes in vacation entitlement as per 14.02 (a) (ii), (iii), and (iv) will occur in the vacation year in which the employee's 10th, 14th, and 22nd anniversary date is achieved.

- Employee A's service date is January 15, 2000.
- Assuming no breaks in service, Employee A will have achieved ten (10) years of continuous service on January 15, 2010, and as per 14.02 (a) (ii) Employee A will be entitled to four (4) weeks of vacation during the July 1, 2009 – June 30, 2010 vacation year.
- Assuming no breaks in service, Employee A will achieve fourteen (14) years of continuous service on January 15, 2014, and as per 14.02 (a) (iii) Employee A will be entitled to five (5) weeks of vacation during the July 1, 2013 – June 30, 2014 vacation year.
- Assuming no breaks in service, Employee A will achieve twenty-two (22) years of continuous service on January 15, 2022, and as per 14.02 (a) (iv) Employee A will be entitled to six (6) weeks of vacation during the July 1, 2021 – June 30, 2022 vacation year.

Dated this 27th day of June, 2014

Pauline Clarke

THE WINNIPEG SCHOOL DIVISION

Barbara Morrison

THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES

LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION
(the "Division")

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES
(the "Association")

Re: Breaks for Educational Assistants

The parties agree that the Division will utilize the following principles and protocol in considering application of administering breaks for educational assistants:

1. All Educational Assistants, while working on school premises, shall be entitled to their breaks in accordance with the Collective Agreement;
2. Educational Assistants who customarily work off school premises and are required to be in charge of students, or Educational Assistants who although they customarily work on school premises, are required to take students on outings, shall be provided with the breaks in accordance with the Collective Agreement unless it is impractical to do so. In such cases, persons who are required to take their breaks while supervising students, shall be considered to be working and shall be paid for the break time, either by way of banking their time, or payment of wages, at the option of the Educational Assistant. If the Educational Assistant has been provided the opportunity to take their break(s) but chooses not to take their break, they will not be compensated for said time, nor will they be allowed to bank said time;
3. In the event that an Educational Assistant is unable to take their break and chooses to bank time, the Educational Assistant may request equivalent time off at a time mutually agreeable to the parties and the Division shall not unreasonably withhold agreement. Said time shall not be taken attached to the break periods (winter, spring and summer). If there is no mutually agreed time where the Educational Assistant may take time off, then said time shall be paid out to the Educational Assistant;
4. Where the Educational Assistant has not been able to take their entitled break(s), same shall be recorded by way of written record which shall be available to the Division and to the affected Educational Assistant. The Division will maintain a record of all banked time available to the Educational Assistant, and any amounts paid or payable;
5. All banked time earned by the Educational Assistant within the school year must be taken on or before May 31st of that school year. Any time not taken by this date shall be paid out to the employee prior to June 30th of the current school year.

Dated this 27th day of June, 2014

Pauline Clarke

THE WINNIPEG SCHOOL DIVISION

Barbara Morrison

THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES

LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION
(the "Division")

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES
(the "Association")

Re: Assignment of Extra Duties

When assigning extra duties within the school, the Administrator will advise the Educational Assistant staff, that have the qualifications required, that there is additional time available and if the employee wishes to have the extra duties assigned to them, they must indicate so, in writing, to the Administration by April 30th of that school year.

When determining who will be assigned the extra duties, the Administrator shall take into consideration the following factors:

- Who has the skill set to work with that particular student(s) for the additional time;
- Who will be working one-on-one with the student to whom the additional time has been assigned (if the additional time is attached to a one-on-one student);
- The attendance/reliability of the Employee(s) being considered for the additional duties;
- Whether or not the Employee has any restrictions that would prohibit them from performing the duties required within the additional time, based on the *bona fide* occupational requirements of the position; and/or
- Seniority of the individuals. Seniority is determined as seniority within the Division as indicated on the Seniority list published in February of each school year.

Dated this 27th day of June, 2014

Pauline Clarke

THE WINNIPEG SCHOOL DIVISION

Barbara Morrison

THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES

LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION
(the "Division")

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES
(the "Association")

Re: Unpaid Leave of Absence

Subject to operational requirements as determined by the Division, **an employee with ten (10) or more years of continuous service within the bargaining unit may request an unpaid leave of absence of up to one (1) week in length, providing they have not taken an unpaid leave of absence during the preceding five (5) years.** Such leave will not be tied to a school break except in special circumstances that are approved by the Director of Human Resources. Except that where otherwise agreed, application for such leave shall be made six (6) weeks in advance of the commencement of such leave.

This letter understanding shall expire and shall become null and void and have no effect on June 1, 2017.

Dated this 27th day of June, 2014

Pauline Clarke

THE WINNIPEG SCHOOL DIVISION

Barbara Morrison

THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES