

**COLLECTIVE AGREEMENT BETWEEN  
THE WINNIPEG SCHOOL DIVISION**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2348**

**August 29, 2013 - August 29, 2016**

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- and -

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THIS AGREEMENT made and entered as of this            day of December, A.D., 2015

BETWEEN:

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

OF THE FIRST PART,

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**  
(Hereinafter referred to as the "Union")

OF THE SECOND PART.

**ARTICLE 1     PURPOSE**

- 1.01     It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Division and the Union, to promote cooperation and understanding between the Division and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Union.

**ARTICLE 2     MANAGEMENT RIGHTS**

- 2.01     The Union recognizes and acknowledges that it is the exclusive function of the Division to manage, direct and conduct the affairs of the Division and to exercise all prerogatives of management 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 work force and to hire, promote, suspend, demote and transfer employees subject to the right of the employee concerned to lodge a grievance in the manner herein set forth. The Union recognizes the exclusive right of the Division to discharge, suspend or discipline employees for just cause. All matters concerning the operation of the Division, not specifically dealt with herein, shall be reserved to the Division and be its exclusive responsibility.

The Union also recognizes and acknowledges that the Board can delegate these and any other management prerogatives to the Chief Superintendent and/or designate(s).

In administering this Agreement the Division shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

**ARTICLE 3     RECOGNITION AND NEGOTIATION**

- 3.01     The Division recognizes the Canadian Union of Public Employees and its Local 2348 as the sole and exclusive bargaining agent for all employees of the Division set forth in the Manitoba Labour Board Certificate No. MLB 5017 dated the 4<sup>th</sup> day of February, 1994, and for those employees for whom the Division and the Union from time to time mutually agree upon.
- 3.02     No employee shall be required or permitted to make a written or verbal Agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- 3.03     The Division agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating the

Agreement. Such representatives shall, with the prior approval of the Division, be given access to the Division's premises at a time mutually agreed upon.

- 3.04 (a) Union representatives shall be granted necessary time off with basic pay to meet with the Division for the purpose of conducting negotiations subject to a maximum cost to the Division of maintaining salaries for up to two (2) employees so engaged.
- (b) Time off for employees under Article 3.04(a) will be in addition to time specified in Article 19.01.
- 3.05 (a) In this Agreement, unless the context otherwise requires, the expression "**employee**" means a person who is employed by the Division within the scope of this Agreement;
- (i) "**casual employee**" means an employee who is employed on an irregular and unscheduled basis. A casual employee is not covered by this Agreement;
- (ii) "**full-time employee**" means an employee who regularly works the full prescribed hours of work per week;
- (iii) "**part-time employee**" means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis;
- (iv) "**temporary employee**" means an employee who has been employed by the Division for less than 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 replace an employee on maternity/paternity leave of absence.

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

A temporary employee shall be entitled to all rights and benefits of the Collective Agreement, subject to the conditions established by master contracts for benefit plans, however, they shall have no seniority, layoff or recall rights.

- (b) "**position**" means a position of employment with the Division which is in the bargaining unit;
- (c) "**Division**" means The Winnipeg School Division as represented by the Chief Superintendent or designate;
- (d) "**steward**" means an employee appointed or elected by the Union who is authorized to represent the Union in the handling of grievances or matters pertaining to this Agreement.
- (e) "**termination**" means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the employer.

**ARTICLE 4      PROBATION**

- 4.01 Employees in the bargaining unit shall be on probation for an initial period of 120 working days.

The Division may, after consultation with the Union, extend the probationary period for a period of time longer than 120 working days provided that the duration of such extension is mutually agreed to between the employee affected and the Division. The employee shall be notified in writing by the Division of the extension of the probationary period beyond the initial 120 working days. At any time during the probationary period, or the extended probationary period, the employee may be terminated by the Division and notwithstanding any provisions of the Agreement, such terminations shall not be grievable nor arbitrable and shall be deemed to have been for just cause.

After completion of the probationary period, seniority shall be effective from the date of last hire.

**ARTICLE 5      SENIORITY**

- 5.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Division prior to the certification. Seniority shall be used in transfer, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a classification basis subject to Article 4.01 of this Collective Agreement.

The classifications shall be:

1. Community Support Worker
2. Intercultural Support Worker

- 5.02 A copy of the seniority list shall be provided to the Union members by May 15 of each year. In addition a copy of the seniority list shall be forwarded to the Secretary of the Union and the Union Representative by May 15 of each year. Except where errors have been brought to the Director of Human Resources or his designate's attention within (10) ten days of the mailing of the seniority list, the Division shall be entitled to rely on the latest seniority list in making any decision based on an employee's seniority.

- 5.03 An employee shall lose seniority and their name shall be removed from the seniority list for any of the following reasons:

- (a) Voluntary termination of employment.
- (b) Discharged for just cause and not reinstated.
- (c) Voluntarily retired.
- (d) Failure to return to work following an authorized leave of absence unless through illness or other such reason acceptable to the Division.
- (e) Absence for more than two (2) consecutive working days without notifying their Supervisor or designate.
- (f) Failure to contact their Supervisor within three (3) working days after receiving notice of recall from lay-off by registered mail to do so unless through illness or other such reason that is acceptable to the Division. The employee shall not be required to return to work following lay-off earlier than fifteen (15) working days after receipt of the above notice unless through mutual agreement of the employee

and the Division. The onus is on the employee to inform the Division in writing of their current address.

(g) Laid-off for more than eighteen (18) consecutive months.

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.

5.04 Seniority will continue to accrue if an employee:

(a) is on any period of paid leave of absence;

(b) is on any period of paid sick leave;

(c) is on any period of unpaid leave of absence of less than twenty (20) consecutive working days;

(d) is absent on Workers Compensation as follows:

(i) The employee will continue to accrue seniority and sick leave credits while the employee is absent on Workers Compensation for a continuous period of one (1) year from the date of the accident which necessitated the employee being placed on compensation.

(ii) The employee will cease to accrue seniority after the period detailed in Point (i) above, but will retain all accrued seniority.

(iii) The employee will cease to accrue vacation and sick leave credits after the period detailed in Point (i) above.

(e) is absent on an approved maternity, parental or adoptive leave.

5.05 Seniority will be retained but will not accrue if an employee:

(a) is on any period of unpaid leave of absence of more than twenty (20) consecutive working days except for maternity, parental or adoptive leave.

(b) is absent on Workers Compensation and in receipt of the total and complete disability.

(c) is laid-off for less than eighteen (18) consecutive months.

(d) is absent and in receipt of total and complete disability under the Division Disability Income Fund.

## **ARTICLE 6      PAYMENT OF WAGES**

6.01 Employees will be paid on the following basis:

(a) Those employees who work the full school year, will be paid on the basis of twelve (12) more or less equal installments, less deduction at one two-hundredth (1/200) for any days for which salary is not payable, each installment to be payable on or before the last teaching day of each of the months of September to June, both inclusive; the payments for July and August will be made at the same time as the payment for the month of June.

- (b) Those employees who work only the Fall term or portion thereof, will be paid on the basis of one-twelfth (1/12) of the applicable annual salary rate for each full month, or a portion of one-twelfth (1/12) of the applicable annual salary rate for the portion or percentage of each month of actual work. For each month the employee is employed in the months of September to December, one-twelfth (1/12) of the annual salary or portion thereof will be payable on the last teaching day of each month and a final adjustment will be payable based on the following formula:

$$\frac{\text{Number of equivalent full days worked (including general holidays) in the Fall Term} \quad \text{less} \quad \text{Number of equivalent full days previously paid for (including general holidays) in the Fall Term}}{\text{Number of teaching days in the school year plus the applicable general holidays}} \times \text{Annual Salary for the Fall Term}$$

- (c) Those employees who work the full school year and whose employment is amended to change the percentage of time worked during the school year will be paid on the basis of twelve (12) more or less equal installments each payable on or before the last teaching day in each of the months of September to June and a final adjustment payable on the basis of the following formula, provided that the employee has service for a portion of the Spring Term for which salary is payable:

$$\frac{\text{Number of equivalent full days worked (including general holidays) in the School Year} \quad \text{less} \quad \text{Number of equivalent full days previously paid for (including general holidays) in the School Year}}{\text{Number of teaching days in the school year plus the applicable general holidays}} \times \text{Annual Salary for the Fall Term}$$

- (d) An employee who does not work the full school year (September to June) but continues to be employed by the Division to the end of the then current school year, following a leave of absence for maternity, will be deducted for any absence during the maternity leave at the rate of one two-hundredth (1/200) of annual salary for each day of absence.
- (e) An employee who does not work a full school year (September to June), or is employed on a limited term contract shall be paid a salary based on one-twelfth (1/12) of the annual salary for each full month of service and a portion of one-twelfth (1/12) of the annual salary for each portion or percentage of a month of service. At the conclusion of the period of employment the employee shall be paid a final adjustment in accordance with the formula in 6.02 (ii) if the employee has worked only in the Fall Term or 6.02 (iii) if the employee has service for a portion of the Spring Term for which salary is payable.
- (f) For the purpose of calculations in Clause 6.02 (ii) and (iii), number of equivalent full days previously paid for Fall Term or School Year will be calculated by dividing the annual salary rate on the last day worked by the number of teaching days plus the applicable general holidays in the school year.

**ARTICLE 7      HOURS OF WORK**

7.01      The normal hours of work for a full time employee shall be thirty-six and one-quarter (36.25) hours per week.

- 7.02 A 'flex time' approach to daily work is recognized by the Employer and the Union. Employees may start and finish at flexible hours to match their preauthorized schedule. Work hours are to be recorded in a format designated by the Employer.
- 7.03 The Division shall determine a process for preauthorizing a flex time schedule or alternatively allowing for compensating time. The preauthorization of any and all schedules shall be done by the Director of Aboriginal Education & Newcomer Services or designate for Intercultural Support Workers. In the case of Community Support Workers such preauthorization shall be done by the Principal in consultation with the appropriate Director.
- 7.04 It is agreed and understood that any time worked but not authorized by the Division designates may be paid by way of flex time and/or compensating time, but such payment shall be at the sole discretion of the Division and shall not be grievable and/or arbitrable.
- 7.05 Hours worked in excess of normal hours work and designated as "flex time" and/or compensating time shall be paid and/or reimbursed on a time for time basis.

## **ARTICLE 8** **OVERTIME**

- 8.01 Overtime, for the purposes of this Article, shall be all time worked by an employee in excess of forty (40) hours per week and not preauthorized as flex time and/or compensating time and shall be paid at the employee's regular rate of pay less vacation and general holiday pay.
- 8.02 Employees, at the discretion of the Division, may be allowed the option of banking overtime hours up to a maximum of 40 hours. Time off shall only be taken after approval by the Division. The Division will make the final decision as to whether an employee will be paid or receive compensating time for such overtime and the Division's decision will be final and binding on the employee and will not be subject to the provisions of Articles 14 and 15 – Grievance and Arbitration, hereof.

## **ARTICLE 9** **VACATION PAY AND PAY FOR GENERAL HOLIDAYS**

### (a) **Vacation Pay**

It is agreed and understood that the rate of pay as specified in "Appendix A" of this Agreement is inclusive of six per centum (6%) for vacation pay.

Those employees with ten (10) or more years of continuous service with the Division will receive eight percent (8%) vacation pay.

### (b) **Pay for General Holidays**

It is agreed and understood that the rate of pay as specified in "Appendix A" of this Agreement is inclusive of a holiday with pay for the following days:

- (1) New Year's Day
- (2) Louis Riel Day
- (3) Good Friday
- (4) Last Monday in March

It is agreed that, for the purpose of the Collective Agreement between the Division and the Union, the last Monday in March is considered to be a holiday in lieu of Easter Monday notwithstanding Easter Monday being proclaimed as a holiday by

the City of Winnipeg, the Province of Manitoba, or the Government of Canada

- |                      |                     |
|----------------------|---------------------|
| (5) Victoria Day     | (9) Remembrance Day |
| (6) Canada Day       | (10) Christmas Day  |
| (7) Labour Day       | (11) Boxing Day     |
| (8) Thanksgiving Day |                     |

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

Employees shall be entitled to statutory holiday pay in accordance with the Employment Standards Code of Manitoba.

#### **ARTICLE 10 LAY-OFF AND RECALL**

- 10.01 Employees shall be laid off in reverse order of classification seniority provided always that the employees to be retained possess the ability, skill, qualifications, reliability, including language and cultural requirements to perform the remaining work.
- 10.02 The Division shall give the employee written notice of the date on which he is to be laid off at least two (2) weeks before the date on which he is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- 10.03 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of lay-off starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employee(s) possess, the ability, skill, qualifications, reliability including language and cultural requirements, to perform the work.
- 10.04 Notification of recall following a lay-off shall be sent by certified letter to the last reported address of the employee. The onus is on the employee to keep the Division informed of their latest address.
- 10.05 No new employee shall be hired until those laid off who meet the requirements of the job have been given an opportunity of recall subject to the ability, skill, qualifications reliability, including language and cultural requirements, to perform work assigned.
- 10.06 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

#### **ARTICLE 11 SICK LEAVE PROVISIONS**

- 11.01 Sick leave means the period of time an employee is permitted to be absent from work with pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers Compensation Act.
- 11.02 Sick leave earned prior to February 28, 1999 shall be provided in accordance with the Collective Agreement dated October 9, 1995. Effective March 1, 1999, unused sick leave in any month may be accumulated and carried forward to the next month up to a maximum of one hundred and eighty (180) days:

- during the 1<sup>st</sup> year of continuous service . . . . . 1 day per month;
- during the 2<sup>nd</sup> year of continuous service . . . . . 1¼ days per month;

- during the 3<sup>rd</sup> year of continuous service . . . . . 1 $\frac{2}{3}$  days per month;
- during the 4<sup>th</sup> and subsequent years of continuous service . . . 2 days per month.

- 11.03 Upon written application to the Division, leave of absence without pay for ill health due to sickness or disability may be granted at the sole discretion of the Division, to an employee who is no longer entitled to sick leave.
- 11.04 The Division may require an employee, on returning to work after absences of more than three (3) days, to produce a certificate from a duly qualified medical practitioner certifying that the employee was unable to carry out their duties due to illness and/or is able to return to regular duties.
- 11.05 Every employee shall notify or cause someone on their behalf to notify the immediate supervisor as soon as practical if the employee is unable to report due to illness.
- 11.06 An employee shall be credited with all unused sick leave accumulated prior to the date of this Agreement.
- 11.07 All current members of the bargaining unit who have surpassed the one hundred eighty (180) day ceiling outlined in Article 11.02 shall not accrue additional days but will be entitled to carry forward the full amount accrued as at February 28, 1999.
- 11.08 (a) An employee who becomes injured or ill in the course of performing his duties must report such injury or illness as soon as possible to his immediate supervisor.
- (b) An employee unable to work because of 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 in the case where an advance is paid to the employee. The WCB shall be notified by the Division of any advance payments 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 employees' accumulated sick leave. The total amount paid by the WCB and the Division shall not exceed 100% of net take-home pay.
- (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 90% of the employee's basic salary as defined in Article 18 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
  - (ii) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed 100% of the value of the employee's accumulated sick leave 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 all appeals, the employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Division shall recover the total amount of the advance by payroll deduction from the employee.
  - (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.
- 11.09 Sick leave is not payable to an employee 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 Income Fund.
- 11.10 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 the employee.
- 11.11
- (a) Where an employee is unable to work because of injuries sustained in motor vehicle accident he must advise his supervisor as soon as possible and he must submit a claim for benefits to Manitoba Public Insurance. The employee shall be entitled to receive full sick leave credits for any period of time deemed to be a "waiting period".
  - (b) An employee who is in receipt of benefits under the Personal Injury Protection Plan (P.I.P.P.) and who chooses to concurrently claim sick leave benefits under the provisions of Article 11 - Sick Leave, must integrate and coordinate those benefits to ensure that the total benefits provided under both programs do not exceed 100% of net take-home pay. The integration and coordination of benefits shall occur in the following manner:
    - (i) The total value of income top-up provided under Article 8 shall be charged against the employee's accumulated sick leave.
    - (ii) For the integration and coordination of benefits to occur, an employee must be injured in an automobile accident and, as a result of their injury, be unable to perform the duties of their normal classification and are therefore eligible to receive sick leave benefits.
  - (c) The employee will be required to release all necessary information regarding the benefits received under the P.I.P.P. program, prior to the coordination of benefits, to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to coordinate these benefits shall not be entitled to receive any sick leave top-up. Any money paid to an employee which results in combined payments exceeding 100% of net take-home pay, the Division shall be entitled to recover such money not exceeding the amount of money which was paid from the sick leave.
  - (d) Where an employee has applied for P.I.P.P. benefits and where a loss of normal salary would result while awaiting a 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 90% of the employee's basic salary as defined in Article 6 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.

- (ii) The advance(s) will cover the period of time from the date of the injury until the date the final P.I.P.P. decision is received, however, in no case shall the total amount of the advance exceed 100% of the value of the employee's accumulated sick leave credits.
  - (iii) The employee shall reimburse the Division by assigning sufficient P.I.P.P. payments to be paid directly to the Division to offset the total amount of the advance. If the amount of the advance exceeds the P.I.P.P. payment, the employee will be required to pay back that amount to the Division. If the employee is paid directly by P.I.P.P. when an advance payment has been made, the Division may recover the advance by payroll deduction.
  - (iv) In the event that the P.I.P.P. disallows the claim, including all appeals, the employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Division shall recover the total amount of the advance by payroll deduction from the employee.
- (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.

11.12 Immediately after the close of each calendar year, the Division shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

## **ARTICLE 12 BEREAVEMENT LEAVE**

12.01 An employee will be granted, upon the death of a spouse, child, stepchild, mother, stepmother, father, stepfather, brother, stepbrother or sister, stepsister five (5) consecutive working days' leave without a salary deduction.

12.02 An employee will be granted, upon the death of a relative living in the household who is not a member of the immediate family as set out in Article 12.01 hereof, five (5) consecutive working days' leave without a salary deduction.

12.03 An employee will be granted, upon the death of a relative who is not a member of the immediate household, one (1) day's leave without a salary deduction to attend the funeral, if the funeral is held within the City of Winnipeg and two (2) consecutive working days' leave without a salary deduction to attend the funeral, if the funeral is held further than two hundred (200) kilometers from the perimeter of the City of Winnipeg.

For the purpose of this Article a relative is defined as an aunt, uncle, cousin, niece or nephew.

12.04 (a) An employee will be granted, upon the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents or grandchildren, leave of three (3) consecutive working days without a salary deduction.

(b) An employee will be granted one-half ( $\frac{1}{2}$ ) day without a salary deduction to attend the funeral of a relative of their spouse not listed in 12.04(a) if the funeral is held further than one hundred (100) kilometers from the perimeter of the City of Winnipeg an additional one-half ( $\frac{1}{2}$ ) day will be granted.

12.05 An employee will be granted one (1) day leave without a salary deduction to act as a pallbearer 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.

12.06 Where an employee's compassionate leave commenced immediately prior to his/her 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.

12.07 Definition of a Spouse:

For the purposes of this Article, “**spouse**” shall include 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 his/her spouse.

### **ARTICLE 13**      **STAFF CHANGES**

13.01 When a new position is created or when a vacancy of a permanent nature occurs inside the bargaining unit the Division shall notify all employees of the position.

13.02 Such notification shall contain the following:

Nature of position, qualifications required including language and cultural considerations, knowledge and educational skills required, wage or salary rate or range and closing date for applications.

A copy of each notification shall be provided to the Union at the time notification is made.

13.03 When filling a newly created or vacant position appointment shall be made of the applicant senior in service provided the applicant's previous service with the Division, qualifications and ability merit such action.

13.04 All successful applicants for transfer shall be placed on a trial period of six (6) months after which the placement may be confirmed. If such successful applicant, during the trial period, is found unsuitable for the position, the applicant shall be replaced and they shall revert to their former position.

### **ARTICLE 14**      **GRIEVANCE PROCEDURE**

14.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Division acknowledges that the Steward may assist any employee whom the Steward represents, in preparing and presenting the employee's grievance in accordance with the grievance procedure.

14.02 The Union shall notify the Division in writing of the name of the Steward.

14.03 The Division may, upon the request of the Union Steward and after approval of the supervisor, allow the Steward time to investigate or process an alleged grievance during the Steward's regular working hours. Such permission shall not be unreasonably withheld.

14.04 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.

14.05 Grievances must be processed in the following manner.

**Step 1**

An employee(s) wishing to submit a grievance, will submit the grievance to the Steward. At each step of the Grievance procedure the grievor shall have the right to be present.

**Step 2**

The Steward will first seek to settle the dispute with the employees' Supervisor within ten (10) working days after the cause of grievance occurs or within ten (10) working days from the date on which the grievor becomes aware of the alleged violation. The Supervisor concerned shall reply within three (3) working days.

**Step 3**

If the reply of the employees' Supervisor is not satisfactory the grievance may, within five (5) working days, be referred to the Chief Superintendent and/or designate within fifteen (15) working days after a grievance has been referred, the Chief Superintendent will give a written reply to the grievance.

Within fifteen (15) working days after a grievance has been referred, the Chief Superintendent will give a written reply to the grievance.

**Step 4**

Failing a satisfactory settlement being reached in Step 3 the Union may within a further 15 (fifteen) days refer the dispute to arbitration.

- 14.06 Where a recommendation is being made to terminate the employment of an employee, the employee may appear before the Board, in accordance with the Division's Discipline Policy before the Board renders a decision.
- 14.07 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.
- 14.08 After a grievance has been submitted in writing, the Division or its representatives shall not attempt to settle the grievance either directly or indirectly with the aggrieved employee without the consent of the Union.
- 14.09 Should the Division have a misunderstanding, complaint or dispute under this Agreement against the Union, then the Division shall advise the Union of the misunderstanding, complaint or dispute and the parties hereto shall discuss and endeavour to settle the matter within ten (10) days from the time the misunderstanding, complaint or dispute was conveyed to the Union.

If such misunderstanding, complaint or dispute is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee, as provided in Article 15 of this Agreement.

- 14.10 All grievances shall be submitted in writing and replies to grievances shall be in writing at all stages.

**ARTICLE 15 ARBITRATION**

- 15.01 Failing a satisfactory settlement being reached in Article 14 either party must indicate its intent to refer the grievance to arbitration within twenty-five (25) working days. 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 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.

- 15.02 If the party receiving the notice fails to appoint an Arbitrator, or 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.
- 15.03 The Arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall render a decision within ten (10) working days from the time of the final meeting.
- 15.04 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.
- 15.05 Each party shall pay:
- (1) the fees and expenses of the Arbitrator it appoints.
  - (2) one-half (½) of the fees and expenses of the Chair.
- 15.06 In the case of dismissal of, or other discipline to any employee (except an employee in the probationary period) for 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 their opinion appears to be just and equitable.
- 15.07 The Parties agree that the time limits in both the Grievance and Arbitration Procedure are directory in nature.
- 15.08 Nothing herein shall prohibit the parties from mutually 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 a single Arbitrator.

#### **ARTICLE 16      SCHEDULE "A" - RATES OF PAY**

- 16.01 The employees shall be paid the salaries as in Schedule "A" attached.

#### **ARTICLE 17      TERMS OF AGREEMENT AND NEGOTIATIONS FOR RENEWAL**

- 17.01 This Agreement shall be effective from August 29, 2013 to August 29, 2016, both dates inclusive. The Agreement shall remain in force and effect from year to year thereafter unless notice of termination of the Agreement or notice of request to negotiate a revision is given by either party not more than ninety (90) days and not less than thirty (30) days prior to the anniversary date hereof.
- 17.02 Where notice has been given as provided in this Article, the parties shall continue to be bound by the terms and conditions of this Agreement after the expiry date specified herein until either party gives to the other fourteen (14) days prior written notice that negotiations have terminated.

- 17.03 Unless specifically identified otherwise, all provisions of this Agreement shall become effective on the date of signing.

**ARTICLE 18 CHECK-OFF OF UNION DUES**

- 18.01 The Division shall deduct from every employee those dues levied by the Union on its members. It is also understood the Union will provide the Division with at least thirty (30) days' notice of any change in dues deduction.
- 18.02 In consideration of the Division making the compulsory check-off of union dues referred to herein, the Union agrees to and does hereby indemnify and save the Division harmless from all claims, demands, actions or proceedings of any kind including all costs arising therefrom, which may be taken against the Division by reason of the Division making the compulsory check-off of union dues provided for herein.
- 18.03 At the same time that Income Tax (T-4) slips are made available, the Division shall type on the amount of Union dues paid by each Union member in the previous year.

**ARTICLE 19 LEAVE OF ABSENCE**

- 19.01 Any employee of the Division who is an officer or member of the Union shall be granted leave of absence for Union business; provided that the aggregate of such leave for all said officers and members shall not exceed fifteen (15) working days in any calendar year and provided further that, where required, a substitute satisfactory to the Division has been secured. (All such requests will be made at least ten (10) days in advance, by the Union in writing, whenever possible.) No additional leave of absence shall be taken for the above-mentioned purpose except with the consent of the Division.
- 19.02 During the absence of any employee on special work of this nature, such employee shall retain seniority rights with no decrease in status but without any claim on the Division during their absence on leave. The Division shall submit to the Union a statement covering loss of time and benefits and the Union shall reimburse the Division for same.
- 19.03 The Division shall, upon an employee requesting a leave in writing, grant such leave, with or without pay, in accordance with its policy, a copy of which is attached hereto as "Appendix B", to this Agreement. (This clause is only for the information of the Union membership and an employee should see the Division Policy Manual for details.)
- 19.04 **Religious Holy Leave**
- (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) time off in lieu of Easter Monday, Christmas Day or Boxing Day; or
  - (ii) mutually agreed to alternate arrangements such as vacation, accumulated time or leave without pay.
- (b) Employees choosing to substitute religious holy days for Easter Monday, Christmas Day and/or Boxing Day 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 employee's religion for which an employee must abstain from engaging in paid employment.

19.05

**Parental Leave**

- (a) Every female employee covered by this Agreement upon the completion of seven (7) consecutive months of employment shall be entitled to maternity leave of seventeen (17) weeks and every employee upon the completion of seven (7) consecutive months of employment covered by this Agreement shall be entitled to adoptive leave of thirty-seven (37) weeks in accordance with this article.
- (b) Every employee upon the completion of seven (7) consecutive months of employment covered by this Agreement shall be entitled to unpaid parental leave of thirty-seven (37) weeks. Employees taking adoptive leave shall be entitled to a maximum leave of thirty-seven (37) weeks.
- (c) Except as otherwise provided herein, the Manitoba Employment Standards Code will apply.
- (d) An 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 Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a SEB Plan with HRDC.
- (f) In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
  - (i) for the first two (2) weeks, payment equivalent to ninety percent (90%) of her 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 and ninety percent (90%) of her gross salary.

- (g) An employee 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.
- (h) In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the following:
  - (i) for the first two (2) weeks, payment equivalent to his/her 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 his/her gross salary.
- (i) Where the employee intends to take additional leave, the employee must commence the leave immediately on expiry of the maternity/adoptive leave without a return to work after expiry of the maternity/adoptive leave. An employee may end her maternity, adoptive, or parental leave earlier than previously indicated by giving the Employer written notice at least one (1) month, before the day he/she wishes to end the leave.
- (j) 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 plan 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.
- (k) Subject to Article 10.00 if an employee wishes to resume employment after maternity leave or parental leave, the employer shall reinstate the employee to the position occupied when the leave began or a comparable position, with not less than the wages and any other benefit earned by the employee immediately before the leave began.
- (l)
  - (i) The HRDC start date for the maternity leave waiting period is the start date for which an employee is eligible for payment under this Article.
  - (ii) The Parties have agreed that where any portion of the seventeen (17) weeks for maternity leave top-up or the ten (10) weeks for adoptive leave top-up fall during the summer break, winter break, spring break, or any other period for when the employee is not earning salary, for that portion of the maternity/adoptive leave period, the employee is not entitled to receive maternity/adoptive leave benefits pursuant to this Article.
  - (iii) The Parties have agreed that subject to the qualifying period being met, where an employee has commenced her maternity leave prior to the date of ratification, 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 17 weeks of maternity leave that falls after that date.
  - (iv) The appropriate adjustments will be made to payments for adoptive leave as outlined in Clauses I (i-iii) above.
- (m) The parties agree to the following application rules, terms and conditions for the Maternity/Adoptive Leave Supplementary Employment Benefits Plan.

- (i) The maternity leave period, which is eligible for payment under this Article, is the first seventeen (17) weeks (the two (2) week waiting period and the next immediate fifteen (15) weeks).
- (ii) 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.
- (iii) Employees must be regular full 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.
- (iv) 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 maternity leave payment. For greater certainty, 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 referenced in (a) above which occurs after the completion of the seven (7) month qualifying period.
- (v) The Division requires, from each employee on maternity leave, a copy of the letter from HRDC that confirms their approval with effective dates for maternity benefits in order to accurately calculate her entitlement. This is a letter which the employee should have received (or will receive) from HRDC four (4) to six (6) weeks from the date that she applied for Employment Insurance Benefits.

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.

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

## **ARTICLE 20**     **COURT DUTY**

- 20.01     When an employee is absent from work to testify under subpoena as a witness for the Crown or in his capacity as a Division employee, the employee shall be paid his regular rate of pay for each hour he would have worked had he 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 himself available for duty at his job during regular working hours when he may not be required at Court.

- 20.02 Employees shall be allowed the necessary time off with pay to attend Citizenship Court to become a Canadian Citizen.

**ARTICLE 21 TRANSPORTATION ALLOWANCE**

- 21.01 If an employee uses their own personal motor vehicle at the request of the Division, the employee shall be paid an allowance in accordance with the Division's scale of car allowance. The car allowance will be reimbursed by the fifteenth (15th) day of the following month.
- 21.02 An employee, in order to qualify for mileage payment, must abide by all the rules and regulations established by the Division.

**ARTICLE 22 PENSION PLAN AND DISABILITY FUND**

- 22.01 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.
- 22.02 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 23 GROUP LIFE INSURANCE**

- 23.01 The Division will continue to administer the Manitoba Public Schools Employees Group Life Insurance Plan according to the terms and conditions of the Master policy of the said plan.
- 23.02 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 24 LONG SERVICE LEAVE**

- 24.01 An employee will be granted twenty (20) working days' leave of absence with pay in addition to their regular annual vacation after completion of twenty-five (25) years' service with the Division. This leave is to be taken subject to the exigencies of the service.

**ARTICLE 25 EMPLOYMENT INSURANCE REBATE**

- 25.01 The Employment Insurance rebate shall be reimbursed to the members.

**ARTICLE 26      PERSONNEL FILE & PERFORMANCE REVIEW**

- 26.01      An employee may at a mutually agreed time review their personnel file after submitting a written request for such review to the Director of Personnel or designate. An employee shall have the right to respond in writing to any document contained in the personnel file and the Division will have its representative present when the employee is examining the personnel file.
- 26.02      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. Within two (2) working days of reviewing the assessment, the employee will be provided with the opportunity to place their own comments on the assessment form, and, the employee will receive a duplicate copy for their records.
- 26.03      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 has been previously advised of the nature of the discipline and has been provided with a copy of such document on request.

**ARTICLE 27      COURSE PAYMENTS**

- 27.01      Any 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 for training 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 28      PLURAL OR FEMININE TERMS MAY APPLY**

- 28.01      Where the context so requires, masculine and feminine genders and singular and plural numbers, they shall be considered interchangeable.

**ARTICLE 29      HARASSMENT**

- 29.01      No form of harassment (as defined in the Manitoba Human Rights Code), nor place of residence, membership/non-membership or activity in the Union, shall be condoned in the workplace, and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving harassment shall be treated in strict confidence by both the Division and the Union.
- 29.02      The Division and the Canadian Union of Public Employees, Local 2348 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.
- 29.03      The principal of fair treatment is a fundamental one and both the Division and the Union 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 and/or undermine work relationships between employees in the Union and productivity.
- 29.04      Employees against whom a complaint of harassment or abuse has been proven will be disciplined.

- 29.05 Employees are encouraged to bring forward complaints that are honestly believed to be harassment or abuse. Complaints that are proven to have been made for frivolous or vindictive reasons will result in disciplinary action against the complainant.

**ARTICLE 30 NO DISCRIMINATION**

- 30.01 The Division and the Union agree that there shall be no discrimination as defined in the Human Rights Act of Manitoba.

**ARTICLE 31 CORRESPONDENCE**

- 31.01 All correspondence between the Union and the Division arising out of this Agreement shall pass to and from the Secretary Treasurer or other designated Division representative and the designated representative of the Union and Union Steward.

**ARTICLE 32 ACCESS TO DIVISION PREMISES**

- 32.01 In those instances where the National Representative wishes to conduct business with an employee or within the Division premises, the National Representative 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 time that 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/Building Administrator.

**ARTICLE 33 LABOUR/MANAGEMENT COMMITTEE**

- 33.01 The parties agree to establish a joint Labour/Management Committee to deal with matters of mutual concern as may arise from time to time, including unresolved workload concerns as specified and documented.
- 33.02 The Committee shall be composed of equal representation from the Employer and the local Union with the total Committee representation not to exceed four (4) members. The local Union Committee may at any time have a representative from the Canadian Union of Public Employees.
- 33.03 The Committee shall meet as and when required at a mutually agreeable time within ten (10) calendar days of written notice being given by either party. An agenda will be prepared by the calling party with input from the other party and shall be distributed four (4) calendar days prior to the meeting taking place.
- 33.04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make

recommendations to the Union and the Employer with respect to its discussions and conclusions.

**ARTICLE 34 DRIVER'S LICENSE VERIFICATION**

34.01 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 his/her license suspended for whatever reason must immediately notify the Division. Failure to do so ***may*** be considered a disciplinary offense.

**ARTICLE 35 OVERPAYMENT/UNDERPAYMENT**

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

35.02 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 Union as soon as practicable.

35.03 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 payments that might be owing to that employee to recover the overpayment.

35.04 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.

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

IN WITNESS WHEREOF the Union has hereunto affixed its seal, duly attested by its proper officers in that behalf, and the Division has hereunto affixed its corporate seal, duly attested by its proper officers in that behalf, the day and year first above written.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348**

**THE WINNIPEG SCHOOL DIVISION**

\_\_\_\_\_  
CUPE National Representative

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer

**SCHEDULE "A" – RATES OF PAY**

**COMMUNITY SUPPORT WORKERS  
INTERCULTURAL SUPPORT WORKERS**

<b><u>Classification</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
<b><i><u>EFFECTIVE:</u></i></b>					
<b>1<sup>ST</sup> DAY OF FALL TERM 2013</b>	\$41,938	\$44,054	\$46,254	\$48,556	\$50,990
<b>1<sup>ST</sup> DAY OF FALL TERM 2014</b>	42,777	44,935	47,179	49,527	52,010
<b>1<sup>ST</sup> DAY THE FALL TERM 2015</b>	43,633	45,834	48,123	50,518	53,050

Dated this \_\_\_\_\_ day of December, 2015.

**FOR THE UNION**

**FOR THE EMPLOYER**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**Excerpt of Policy GCBD from The Winnipeg School Division Policy Manual****1. MATERNITY LEAVE****1.1 General**

- 1.1.1 An employee who is pregnant is eligible for maternity leave without pay. 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**

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.

**1.3 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, 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 her 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 she is entitled under subsection 1.1.4 or 1.1.5.

**Excerpt of Policy GCBD from The Winnipeg School Division Policy Manual****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 Parental Leave (Maternity)**

1.6.1 An employee who becomes the natural mother of a child is eligible for parental leave without pay.

1.6.2 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.

1.6.3 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.

1.6.4 Parental leave shall consist of a period not exceeding seventeen (17) consecutive weeks.

**1.7 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.

**1.8 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 1.6, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

**1.9 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.

**1.10 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 1.9 beyond twelve (12) weeks, shall require approval of the Board.

**2. PARENTAL LEAVE (PATERNITY)****2.1 General**

2.1.1 An employee who has become the natural father of a child or assumes actual care and custody of his newborn child is eligible for paternity leave without pay.

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

2.1.3 Paternity Leave shall consist of a period not exceeding seventeen (17) weeks as detailed in 2.2 following.

**Excerpt of Policy GCBD from The Winnipeg School Division Policy Manual****2.2 Commencement of Paternity Leave**

Paternity leave 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.

**2.3 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 Paternity Leave Section, with the exception that additional leave requested in accordance with Section 2.5 beyond twelve (12) weeks shall require approval of the Board.

**3. PARENTAL LEAVE (ADOPTIVE)****3.1 General**

3.1.1 An employee who has adopted a child is eligible for adoptive leave without pay.

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 seventeen (17) weeks as detailed in 3.2 following.

**3.2 Commencement of Leave**

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.

**3.3 Special Entitlement to Leave**

An employee who fails to comply with clause 3.1.2 is entitled to, and upon application to the Division shall be granted, the adoption leave detailed in clause 3.1.3 or such portion of the leave which has not expired at the time the application is made.

**Excerpt of Policy GCBD from The Winnipeg School Division Policy Manual****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 beyond twelve (12) weeks 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 any reason.

**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 twelve (12) 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:

**Excerpt of Policy GCBD from The Winnipeg School Division Policy Manual**

- 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.

**7.2 Support Staff**

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

7.2.2 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.

7.2.3 Death:

- member of immediate family or a relative who was a member of the household. Immediate family shall include partner as defined in section 7.3 below. Allow up to five (5) consecutive days. Deduct at full salary beyond five (5) days.
- grandparents, grandchildren. Allow up to three (3) consecutive days. Deduct additional days up to a total of five (5) consecutive days absence at minimum rate.
- spouse or partner's mother, father, sister, brother, son, daughter. Allow up to three (3) consecutive days. Deduct additional days up to a total of five (5) consecutive days absence at minimum rate.

7.2.4 To attend funeral of:

- a relative outside the immediate family who was not a member of the Household. Allow up to one (1) day. Deduct additional days up to a total of five (5) consecutive days absence at minimum rate.
- friend. Deduct at minimum rate.
- participant in ceremony (e.g., Soloist). Allow one-half (½) day.
- pallbearer. Allow one (1) day in town, one and one-half (1-1/2) days out of town.

7.2.5 For observance of religious holy days. Allow three (3) days per year. Deduct at minimum rate for remainder. Requests for religious holy leave shall be governed by the procedure in 7.5 below.

The Chief Superintendent or designee, upon review of the request, may grant short leaves of absence to Support Staff in accordance with the following:

7.2.6 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.

**Excerpt of Policy GCBD from The Winnipeg School Division Policy Manual**

7.2.7	Studying for exams.	Deduct full salary.
7.2.8	University or Community College Convocation:	
	- own.	Allow one-half (½) day in town, one (1) day out of town; excess at minimum rate.
	- immediate family.	Allow one-half (½) day plus one-half (½) day at minimum rate; excess at full salary.
7.2.9	Graduation (High School):	
	- immediate family.	Allow up to one day.
7.2.12	Approved absence which involves financial recompense for an employee.	Amount of recompense may be deducted.
7.2.10	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.
7.2.11	To deliver an address before an educational body.	Allow.
7.2.16	Participation in sports:	
	- for representatives of the city in semi-final or final provincial competition, or representatives of the Province in semi-final or final National competition.	Deduct at minimum rate.
	- for employees selected to be members of National teams of Canada in International competition.	Allow.
	- other approved requests (e.g., coaching of, or officiating in, sports).	Deduct at full salary.
Leaves approved in accordance with section 7.2.16 shall not exceed five (5) days in total in any school year.		
7.2.17	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, fourth (4 <sup>th</sup> ) and fifth (5 <sup>th</sup> ) 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.
7.2.18	Birth of an employee's child resulting from that employee's spouse or partner's pregnancy.	Allow one (1) day. This entitlement ceases two (2) days after the spouse or partner is discharged from the hospital
	Adopting a child.	Allow one (1) day.

**Excerpt of Policy GCBF from The Winnipeg School Division Policy Manual**

7.2.19	Moving.	Deduct full salary.
7.2.20	Approved late return from travel (or early departure).	Deduct full salary.
7.2.21	For quarantine of place of residence.	Allow up to five (5) days.
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	For the purposes of section 7.2, 'Partners' shall be defined as a person of the same gender with whom an employee has established residence and has lived with that person in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as his/her spouse. That person shall be deemed to be the same gender partner of the employee.	
7.4	Where an employee's compassionate leave as detailed in 7.2.3, or 7.2.4 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.	
7.5	<b>Notification - Religious Holy Leave:</b>	
7.5.1	Employees requiring religious holy leave prior to October 15 shall provide the Division with ten (10) working days notice in writing.	
7.5.2	Employees requiring religious holy leave after October 15 shall provide notice of all leave required that school year by September 30.	
7.5.3	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.	
7.5.4	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: <ul style="list-style-type: none"> <li>i) with pay; or</li> <li>ii) at regular salary less minimum rate for the employee's classification in the case of non-teaching employees; or</li> <li>iii) at regular salary less the rate for a substitute in the case of a teaching employee; or</li> <li>iv) with a full deduction of salary for the day.</li> </ul>	
7.6	<b>Extension of Vacation/Holiday</b>	
	Personal Business leave shall not be granted for the purpose of extending vacation, break periods or holiday time.	
7.7	<b>Deduction Definitions</b>	
7.7.2	For the purposes of section 7.2, "Minimum rate" means the minimum schedule rate for the employee's classification.	
7.7.3	For the purposes of sections 7.2, "Allow" means no deduction of salary.	

Excerpt of Policy GCBD from The Winnipeg School Division Policy Manual

Exhibit E2 (re: item 7.5.1)

Form 2-37 (03)

THE WINNIPEG SCHOOL DIVISION
Human Resources Department
REQUEST FOR SHORT LEAVE OF ABSENCE

Re: SUPPORT STAFF Date

Employee's Name (Last Name) (First Name) Employee's No. (Please Print)

Location Position

I request permission to be absent from my duties on the following date(s):

Absence No. Reason Code (SEE REVERSE FOR BOTH NUMBERS)

For the purpose of (please be specific):

If a substitute is required, arrangements are to be made by the employee in the usual way.

Substitute: Required Not Required Hours per day

W.S.D. Acct. #

I recommend permission be granted Employee's Signature
I do not recommend
I have read this request Administrator's/Immediate Supervisor's Signature

(For Office Use Only)

Permission is granted as requested above.

DEDUCTIONS FOR THIS ABSENCE Day(s) allowed, No deduction
Day(s) at Minimum deduction
Day(s) at Full deduction

Date

Approved by for Human Resources Department

- Distribution: Blue - Human Resources
Pink - Payroll Copy
Yellow - Return to Immediate Supervisor/Administrator
White - Return to Employee

**LETTER OF UNDERSTANDING**

**Between**

**The Winnipeg School Division  
(the "Division")**

**- and -**

**The Canadian Union of Public Employees, Local 2348  
(the "Union")**

**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 (1) 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 her 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 her 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 Union, and in such event the Union retains its right to process a policy grievance concerning any such amendment.

Dated this \_\_\_\_\_ day of December, 2015.

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348**

**THE WINNIPEG SCHOOL DIVISION**

\_\_\_\_\_  
CUPE National Representative

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer