

COLLECTIVE AGREEMENT

BETWEEN


THE WINNIPEG SCHOOL DIVISION NO. 1

AND

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES

JULY 7, 2001 TO JULY 1, 2005

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INDEX

<u>ARTICLE NO.</u>		<u>PAGE NO.</u>
1	Recognition	1
2	Management Rights	1
3	No Discrimination	2
4	Definitions	2
5	Probationary Employees	3
6	Grievance Procedure	3
7	Arbitration	5
8	Supervision of Students	6
9	Wages & Pay Practices	6
10	Hours of Work	7
11	Banked Time	10
12	Overtime	10
13	General Holidays	11
14	Annual Vacation -Vacation Year	12
15	Sick Leave Provisions	13
16	Employment Insurance Rebates	16
17	Parenting Leave	16
18	General, Educational & Religious Leave	17
19	Compassionate Leave	18
20	Jury Duty	19
21	Long Service Leave	19
22	Leave of Absence for Association Business	19
23	Seniority	20
24	Lay Offs & Recall	21
25	Job Posting	23
26	Credit for Past Experience on Return to Service	23
27	Employee Performance Review & Employee Files	24
28	Group Life Insurance	24
29	Pension & Disability Fund	24
30	Transportation Allowance	24
31	Other Benefits	25
32	Resolutions & Reports of the School Board	25
33	Labour Management Negotiations	25
34	Interpretation	25
35	Notices	25
36	Contracting out	25
37	Pro Rata Benefits	26
38	Association Notices	26
39	Sexual Harassment	26
40	Course Payments	26
41	Duration	26
42	Access to Division Property	26

APPENDIX A - Wage Schedule

APPENDIX B - List of Supervisors

APPENDIX C - Policy Manual

THIS AGREEMENT made and entered as of this *8th* day of *October*, 2002

BETWEEN:

THE WINNIPEG SCHOOL DIVISION NO. 1
(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.



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.
- 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 principal 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 a teacher 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 a teacher 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.
 - (9) A temporary employee is an employee who has been employed by the Division for less than a ten (10) consecutive month period 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 during the first year of 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.

Notwithstanding the above, the parties can mutually agree to extend the definition of temporary employee.

A temporary employee shall be terminated in the following manner:



ARTICLE 4 - DEFINITIONS (Continued)

4.01 (9) (cont'd)

- (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.

A temporary employee shall have no seniority rights but will have all other rights and privileges under this Agreement.

A temporary employee who has been employed by the Division for ten (10) consecutive months shall become a permanent employee and her seniority date shall be as of her date of last hire.

Consecutive employment shall not be considered to be broken by reason of Christmas, Spring or Summer break.

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 forty (40) 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

ARTICLE 6 - GRIEVANCE PROCEDURE (Continued)

6.02 (cont'd)

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 she 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 she **so** wish. If the matter is not resolved, then the employee and the Association shall present the grievance in writing to the appropriate principal or supervisor, and provide a copy to the Director of Human Resources.

The principal or supervisor shall issue a written decision to the employee or employees affected and the Association within ten (10) days of receipt of the written grievance.

Step 2

Failing satisfactory settlement at Step 1 or failing receipt of a decision from the Supervisor or his designate, the employee and a member of the Association may submit the grievance to the Director of Human Resources or his designate within ten (10) days of the date upon which the Supervisor or his designate issued or is required to issue his answer. Within ten (10) days of the date of receipt of the grievance at this step the Director of Human Resources or his designate shall meet and discuss the matter with the employee or the employee and a member of the Association and shall advise the employee and the Association in writing of his 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 his designate, the employee may within ten (10) days of the date upon which the Director of Human Resources or his designate issued or is required to issue his answer in writing, refer the written grievance to the Chief Superintendent of Schools or his designate. Within ten (10) days of receipt of the grievance at this step the Chief Superintendent of Schools or his designate will meet and discuss the matter with the employee or the employee and a member of the Association and shall advise the employee and the Association in writing of his 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.



ARTICLE 6 - GRIEVANCE PROCEDURE (Continued)

- 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 1 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 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 Minister of Labour upon request of either party.
- 7.03 The arbitrator may determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations to him. The arbitrator shall render his decision within ten (10) working days from the time he holds his final meeting.
- 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 her 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 his 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.

A handwritten signature in black ink, appearing to be 'J.M.', located in the bottom right corner of the page.

ARTICLE 7 - ARBITRATION (Continued)

- 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 Teacher 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 teacher 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 she 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 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 her temporary promotion. The anniversary date for an employee's annual increments shall remain unchanged upon promotion unless an employee is at the maximum for her previous classification, in which case, her 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., teacher 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 whose regular duties do not require her to supervise other employees and who is required

ARTICLE 9 - WAGES AND PAY PRACTICES (Continued)

9.06 (cont'd)

by her Supervisor to supervise five (5) or more other employees shall be paid an additional \$4.00 per day for performing such supervision.

9.07 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) A full-time employee's anniversary date shall be defined as the month and day of the employee's employment with the Division, except:

(i) where the employee's anniversary date is changed in accordance with Article 9.05, or

(ii) where the Division has, prior to June 21, 1982, established a different anniversary date for an employee, in which case the employee's anniversary date shall be the date **so** established unless it is subsequently changed in accordance with the provisions of the Collective Agreement.

(b) A part-time employee's anniversary date shall be defined as the month and day of the employee's employment with the Division, except that the anniversary date of a part-time employee who has received an increment prior to June 21, 1982, will be the date of receipt of her last such increment prior to June 21, 1982.

(c) Notwithstanding 9.07 (a) and (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 month for each twenty (20) days of absence in excess of six (6) months.

(d) 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.

9.08 Initial placement of a new employee on the salary schedule shall be at the minimum unless:

(a) The Division determines that the employee's experience necessitates that she 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 teacher assistants will be 36¼ hours per week, 7¼ hours per day, Monday to Friday inclusive. The regular workday for all full-time employees other than computer operators will, unless otherwise agreed in writing, be between the hours of 6:30 a.m. to 8:00 p.m. The regular workday for computer operators will be between the hours of 6:30 a.m. to 10:00 p.m.

10.02 The normal hours of work for part-time employees other than teacher assistants will be less than 36¼ hours per week and not more than 7¼ hours per day, Monday to Friday inclusive, depending on the assigned schedule. The regular workday for all part-time employees other than computer operators will be not less than two (2) hours and will, unless otherwise agreed in writing, be between the hours of



ARTICLE 10 - HOURS OF WORK (Continued)

10.02 (cont'd.)

6:30 a.m. to 8:00 p.m., depending on the schedule assigned in September and January of each year. The regular hours of work for all part-time computer operators will be between the hours of 6:30 a.m. to 10:00 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 teacher assistants covered by this Agreement shall be specifically assigned hours of work from two (2.0) hours to eight (8.0) hours per day, Monday to Friday inclusive. The assigned hours of work may be varied by the Division upon providing to the teacher 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) Teacher Assistants and Food Coordinators 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 inservice purposes, with the exception that:

1. the work year for Teacher Assistants and Food Coordinators shall include the first administration day immediately prior to or subsequent to the start of the fall term; and
2. the work year for Teacher Assistant I's and Food Coordinators shall also include two (2) other additional professional development, administration or inservice days; and
3. the work year of Teacher Assistant II's and III's shall also include three (3) other additional professional development, administration or inservice days.

Teacher Assistants and Food Coordinators 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 Teacher Assistants and Food Coordinators with a minimum of ten (10) days' notice of all inservice 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 inservice or administration days on which her services are required. An employee who is not requested to work the two (2) or three (3) inservice days, as the case may be, shall be paid for all the days not worked. An employee who has been

ARTICLE 10 - HOURS OF WORK (Continued)

10.06(a)(iv) (cont'd.)

requested to work an inservice 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.

- (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.
- (9) 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 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 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 Christmas 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.

- 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 Each employee who works three (3) consecutive hours shall be entitled to one rest period of fifteen (15) minutes during each period.
- 10.10 Employees who are entitled to receive a lunch break shall be allowed a minimum of a one-half (½) 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

ARTICLE 10 - HOURS OF WORK (Continued)

10.11 (cont'd.)

junior high school for any work which is to be performed during the Summer, Christmas and Spring Vacations 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 Christmas and Spring Vacation period and ninety (90) calendar days prior to the Summer Vacation period.

- (b) A clerk who performs such work shall be paid at her normal increment level on the salary classification established for the position the clerk is occupying during the vacation 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 a teacher assistant, at the request of her principal, attends a parent-teacher interview, the teacher 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 inservice 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 her banked time at her then regular rate of pay.

ARTICLE 12 - OVERTIME

12.01 All time required to be worked in excess of 7¼ hours per day for employees other than teacher assistants and eight (8) hours per day for teacher 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 36¼ 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) her hourly rate of pay for all hours worked thereafter, except as hereinafter provided.
- 12.03 Where an employee is authorized in advance by her supervisor to work on a Saturday or Sunday she shall be paid at the rate of two times (2x) her 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.
- 12.04 Notwithstanding the foregoing, employees called out to work outside their regular shift will be paid for such time at double-time rates. Up to one hour at double-time will be paid to compensate the



ARTICLE 12 - OVERTIME (Continued)

12.04 (cont'd)

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. 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 the voluntary services of an employee.

12.07 An employee who takes part in overnight trips will, where possible, work a straight shift not to exceed twelve (12) hours in duration and all such hours worked in excess of 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 she does not receive remuneration, and it is agreed that the employee is free to use such time for whatever purpose as she may choose.

12.08 An employee, subject to the approval of her 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 her 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 her overtime at her then current rate within thirty (30) days of the failure to agree. The time which is to be accumulated will be equivalent to one and one-half times (1½ x) or two times (2 x) 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 her then current rate of pay.

12.10 Employees who request to work in Evening School, Summer School or during the evenings or Saturday at an Education Resource Centre, in addition to their regular assignment, will be paid at the regular rate of pay for that position and not at overtime rates.

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
Easter Monday	Labour Day
Good Friday	Thanksgiving Day
A day fixed for the celebration	Remembrance Day
of the Sovereign's Birthday	Christmas Day
Canada Day	Boxing Day

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

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.

ARTICLE 13 - GENERAL HOLIDAYS (Continued)

- 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) her 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.
- 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 her regular vacation time.

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 1 to August 31).

- 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 after ten (10) years of service with the Division from the date of last hire.
 - (iii) Five (5) weeks' paid vacation after fourteen (14) years of service with the Division from the date of last hire.
 - (iv) Six (6) weeks' paid vacation after twenty-eight (28) years of service with the Division from the date of last hire.
- (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%) after ten (10) years of service with the Division from the date of last hire.



ARTICLE 14 - ANNUAL VACATION (Continued)

14.02 (b) (cont'd.)

- (iii) Ten percent (10%) after fourteen (14) years of service with the Division from the date of last hire.
- (iv) Twelve percent (12%) after twenty-eight (28) years of service with the Division from the date of last hire.

- 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 her vacation entitlement, will be paid a prorated amount of her outstanding vacation entitlement in lieu of such vacation.
- 14.04 If a paid general holiday as defined in Article 13 falls 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 December 31st 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 her vacation credits to be used by December 31st 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 her 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 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 year of continuous service, one (1) day per month, (twelve (12) days per year.)
 - ♦ during the second year of continuous service, one and one-quarter (1 ¼) days per month, (fifteen (15) days per year.)
 - ♦ during the third year of continuous service, one and two-thirds (1 ⅔) days per month, (twenty (20) days per year.)
 - ♦ during the fourth year and subsequent years of continuous service, two (2) days per month, (twenty-four (24) days per year.)

ARTICLE 15 - SICK LEAVE PROVISIONS (Continued)

15.02 (cont'd)

All sick leave shall be compiled in hours, so that an employee who works seven and one-quarter (7%) hours per day and thirty-six and one-quarter (36%) hours per week shall be entitled to receive seven and one-quarter (7%) 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 (7%) hours per day and thirty-six and one-quarter (36%) 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 (7%) 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 she shall not be entitled to bank or accumulate any additional sick leave until such time as her 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 her duties due to illness and is or is not able to return to her 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 the Manitoba Public Insurance Corporation 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, she must advise her supervisor as soon as possible and she 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

ARTICLE 15 - SICK LEAVE PROVISIONS (Continued)

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 her behalf to notify her immediate supervisor as soon as practical if she is unable to report due to illness.
- 15.07 An employee, upon written application to the Human Resources Department, shall be informed by the Division of the amount of sick leave accrued to her credit.
- 15.08 An employee who resigns, retires, dies or has her 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 (i) An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.
- (ii) 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.
- (iii) 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 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.
- (iv) 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:
- (a) Advance payment(s) shall not exceed 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.
- (b) 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 100% of the value of the employee's accumulated sick leave protection credits.
- (c) 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



ARTICLE 15 - SICK LEAVE PROVISIONS (Continued)

15.10 (iv) (c) (cont'd.)

employee is paid directly by WCB when an advance payment has been made, the Division may recover the advance by payroll deduction.

(d) 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 fair and reasonable manner, but not over a period of time in excess of the period during which the advance was provided.

(v) 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.

(vi) An employee who is in receipt of Workers Compensation 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 calculated credits but not the accumulation of credits.

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 her.

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 paternity leave without pay as provided by The Employment Standards Code.

17.02 An employee will retain her 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 her former or comparable position upon her return.

17.03 (Effective June 3, 2002)

The Division will provide a "top up" provision for maternity/adoptive 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.

ARTICLE 17 - PARENTING LEAVE (Continued)

- (c) Except as otherwise provided herein, the Manitoba Employment Standards Code 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.
- (9) 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 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 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 leave, payments made according to the SUB 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.

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:



ARTICLE 18 - GENERAL, EDUCATIONAL AND RELIGIOUS LEAVE (Continued)

18.04 (a) (cont'd.)

- (i) time off in lieu of other General Holidays in Article 13; 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 other General Holidays (Article 13) 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 - COMPASSIONATE LEAVE

- 19.01 An employee will be granted compassionate leave of five (5) consecutive working days without **loss** of salary in the event of the death of a spouse, child, mother, father, brother, or sister, as well as for any other relative who was a member of the household.
- 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.
- 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.



ARTICLE 19 - COMPASSIONATE LEAVE (Continued)

- 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 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 compassionate leave commenced immediately prior to 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.
- 19.07 For the purpose 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 20 - JURY DUTY

- 20.01 When an employee is absent from work to perform jury service or to testify as a subpoenaed witness for the Crown or in her capacity as a Division employee, the employee shall be paid her regular rate of pay for each hour she would have worked had she not been on jury duty or under subpoena, less any jury or witness fees received by her.
- 20.02 An employee shall submit details of the requirements for jury or witness duty at the earliest possible date. The employee shall, where possible, make herself available for duty at her job during regular working hours when she may not be required at Court.

ARTICLE 21 - LONG SERVICE LEAVE

- 21.01 An employee will be entitled to twenty (20) working days leave of absence with pay in addition to her regular annual vacation after twenty-five (25) years of service. 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 her then current rate at the time of the employee's retirement.

ARTICLE 22 - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- 22.01 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 ninety (90) working days in any calendar year. In computing the said ninety (90) 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.
- 22.02 In addition to the leaves of absence set out in 22.01 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 one (1) year. No more than two (2) employees will be on such leave of absence at any one time.



ARTICLE 22 - LEAVE OF ABSENCE AND ASSOCIATION BUSINESS (Continued)

- 22.03 An employee shall retain all of her seniority rights with no decrease in status during her absence on a leave granted pursuant to this Article, and such period of absence will be counted as service with the Division. On return, the employee shall be placed in her former or comparable position with not less than the same wages and benefits.
- 22.04 Only employees who have completed their probationary period shall be eligible for leave of absence under this Article.
- 22.05 During the period an employee is on leave of absence under this Article, she shall remain eligible for promotion provided she is available to take the position when requested by the Division.
- 22.06 The Association shall reimburse the Division for all salary paid by the Division under 22.01 and for all salary and the Division's share of the cost of fringe benefits under 22.02. 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 23 - SENIORITY

- 23.01 The parties recognize that job security should increase in proportion to the employee's length of service.
- 23.02 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 23.02.

- 23.03 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 23.02 above.

There shall be two (2) seniority lists, with one (1) for all employees paid on the clerical salary schedule, 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.

- 23.04 Seniority of an employee will be established after her probationary period but will be calculated from the first day of service since her last date of hire.
- 23.05 Seniority will terminate if an employee:
- (a) resigns.

ARTICLE 23 - SENIORITY (Continued)

23.05 (cont'd.)

- (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, compassionate or other grounds considered justifiable by the Division.
- (f) is absent for more than two (2) consecutive working days without notifying her immediate supervisor unless such failure results from sickness, accident, compassionate or other grounds considered justifiable by the Division.
- (g) after she has been notified of a recall from layoff sent by registered mail to her 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, compassionate 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 her employment is terminated and where such notice is given, it shall be considered as just cause for termination.

- 23.06 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 she has been the successful applicant for a newly created or vacant position.

ARTICLE 24 - LAY-OFFS AND RECALL

- 24.01 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 Teacher 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 nine classifications:
 - (i) eight classifications, comprised of classes one to eight on the clerical wage schedule;
 - (ii) one classification, comprised of Teacher Assistants, Food Coordinators, Vocational Trainer(s), Home Learning Assistants, and Work Experience Coordinator(s).
 - (iii) one 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, providing that those employees who are in jobs affected by the lay-off are able to perform the work of the more junior employees.
- (d) Those employees who are ultimately displaced from a classification shall be reassigned as



ARTICLE 24 - LAY-OFFS AND RECALL (Continued)

24.01(d) (cont'd)

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 she shall be assigned to such position in the highest classification she is 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 25 - Job Posting.

(e) For the purpose of this Article, an employee will be considered to be able to perform the work in question if she is able to meet the minimum requirements for such position.

(9) 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 her position is no longer required and there are no other teacher assistant positions being filled by temporary employees that the Teacher Assistant could otherwise perform. Such employees shall however be entitled to be recalled in accordance with Article 24.03. Where the employee has not been recalled prior to the end of the school year, she shall be assigned a position at the start of the next school year, provided that she has the necessary seniority and is able to perform the work in question.

24.02 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 she 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 a Teacher Assistant's additional temporary assignment for bussing or lunch is discontinued by reason of the student no longer being enrolled in the school.

24.03 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 25 - Job Posting.

24.04 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.

24.05 An employee who normally works in excess of 1200 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.

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ARTICLE 25 - JOB POSTING

- 25.01 The Division will, five (5) working days prior to the closing date for applications to fill newly created or vacant positions, post notices in schools and other buildings where employees covered by this Agreement are regularly employed, in an effort to make all employees aware of positions to be filled. 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.
- 25.02 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.
- 25.03 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, she will be returned to her former or a comparable position. If the former or comparable position is not available, she will retain her former classification until such time as a comparable position becomes available, at which time she will be given priority for placement in such position.
- 25.04 Where a new position is created the Division will advise the Association of the nature of the position and the wage or salary rate.
- 25.05 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 her regular duties, shall be given the preference of work that she could perform which is available at the salary payable at the time for the position to which she is assigned.
- 25.06 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 26 - CREDIT FOR PAST EXPERIENCE ON RETURN TO SERVICE

- 26.01 An employee, other than a temporary employee, who voluntarily resigns her position and returns to the service of the Division more than one (1) year after having resigned her position will be given credit on the salary schedule for past experience equal to her number of years of consecutive service immediately preceding her returning to the service of the Division less one-half ($\frac{1}{2}$) of the number of years that she was out of the Division's service during the period immediately prior to her re-employment by the Division.
- 26.02 An employee who voluntarily resigns her position and returns to the service of the Division within one year of her voluntary resignation will be given credit on the salary schedule for the past experience which she had credited to her at the date of such voluntary resignation.

ARTICLE 27 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 27.01 An employee who submits a written request to the Director of Human Resources or his designate may review her personnel file in the possession of the Division as it relates to her employment with the Division.
- 27.02 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.
- 27.03 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 her own comments on the assessment prior to her signing. Upon signing the assessment form, the employee will receive a duplicate copy for her records.
- 27.04 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 has 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.
- 27.05 An employee may file a grievance requesting the removal or amendment of any disciplinary documentation contained in her file.

ARTICLE 28 - GROUP LIFE INSURANCE

- 28.01 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.
- 28.02 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 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 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.

- 28.03 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 29 - PENSION AND DISABILITY FUND

- 29.01 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.
- 29.02 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 30 - TRANSPORTATION ALLOWANCE

- 30.01 If an employee uses her own motor vehicle at the request of the Division, she shall be paid an



ARTICLE 30 - TRANSPORTATION ALLOWANCE (Continued)

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 her own motor vehicle on behalf of the Division as a condition of employment.

- 30.02 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 31 - OTHER BENEFITS

- 31.01 The Division will, whenever practicable, provide accommodation for employees to have their meals and keep their clothes.

ARTICLE 32 - RESOLUTIONS AND REPORTS OF THE SCHOOL BOARD

- 32.01 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 33 - LABOUR MANAGEMENT NEGOTIATIONS

- 33.01 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 six (6) members of the Association to attend such meetings, provided the meetings are convened during the regular working hours of the Association members.

ARTICLE 34 - INTERPRETATION

- 34.01 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 35 - NOTICES

- 35.01 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 Thompson, Dorfman, Sweatman, Toronto Dominion Centre, 2200-201 Portage Avenue, Winnipeg, R3B 3L3, or to such other addresses as the Association may have supplied to the Division in writing, not to exceed two.
- 35.02 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 No. 1, 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 36 - CONTRACTING OUT

- 36.01 In order to protect job security the Division agrees not to contract out services which are or have been

ARTICLE 36 - CONTRACTING OUT (Continued)

performed by the employees in the unit where such contracting out would result in a reduction in positions within the unit.

ARTICLE 37 - PRO RATA BENEFITS

- 37.01 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 she would have received had she worked regularly scheduled hours on that general holiday.

ARTICLE 38 - ASSOCIATION NOTICES

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

ARTICLE 39 - SEXUAL HARASSMENT

- 39.01 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 40 - COURSE PAYMENTS

- 40.01 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 her 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 41 - DURATION

- 41.01 This Agreement shall be in full force and effect from July 7, 2001 up to and including July 1, 2005.
- 41.02 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 42 - ACCESS TO DIVISION PREMISES

- 42.01 In those instances where the Association wishes to conduct business with an employee on or within

29

ARTICLE 42 - ACCESS TO DIVISION PREMISES (Continued)

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.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 8th day of October, A.D., 2002.

THE WINNIPEG SCHOOL DIVISION NO. 1

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES (WANTE)

Per [Signature]
Chair

Per [Signature]
President

Per [Signature]
Secretary-Treasurer

Per [Signature]
Negotiations Chair

[Handwritten initials]

WANTE WAGE SCHEDULE

1 CLERICAL SALARY SCHEDULE

Effective July 7, 2001

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	*Biweekly	\$867.10	\$909.88	\$953.38	\$999.05	\$1,046.90
	Hourly	11.96	12.55	13.15	13.78	14.44
2	*Biweekly	953.38	999.05	1,046.90	1,088.95	1,132.45
	Hourly	13.15	13.78	14.44	15.02	15.62
3	*Biweekly	1,046.90	1,088.95	1,132.45	1,187.55	1,248.45
	Hourly	14.44	15.02	15.62	16.38	17.22
4	*Biweekly	1,088.95	1,132.45	1,187.55	1,248.45	1,318.05
	Hourly	15.02	15.62	16.38	17.22	18.18
5	*Biweekly	1,248.45	1,318.05	1,364.45	1,412.30	1,461.60
	Hourly	17.22	18.18	18.82	19.48	20.16
6	*Biweekly	1,364.45	1,412.30	1,461.60	1,512.35	1,558.03
	Hourly	18.82	19.48	20.16	20.86	21.49
7	*Biweekly	1,461.60	1,512.35	1,558.03	1,604.43	1,653.00
	Hourly	20.16	20.86	21.49	22.13	22.80
8	*Biweekly	1,558.03	1,604.43	1,653.00	1,702.30	1,753.78
	Hourly	21.49	22.13	22.80	23.48	24.19

*Biweekly rate based on 10 days at 7.25 hours per day

Effective July 6, 2002

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	*Biweekly	\$888.85	\$932.35	\$977.30	\$1,023.70	\$1,073.00
	Hourly	12.26	12.86	13.48	14.12	14.80
2	*Biweekly	977.30	1,023.70	1,073.00	1,116.50	1,160.73
	Hourly	13.48	14.12	14.80	15.40	16.01
3	*Biweekly	1,073.00	1,116.50	1,160.73	1,217.28	1,279.63
	Hourly	14.80	15.40	16.01	16.79	17.65
4	*Biweekly	1,116.50	1,160.73	1,217.28	1,279.63	1,350.68
	Hourly	15.40	16.01	16.79	17.65	18.63
5	*Biweekly	1,279.63	1,350.68	1,398.53	1,447.83	1,497.85
	Hourly	17.65	18.63	19.29	19.97	20.66
6	*Biweekly	1,398.53	1,447.83	1,497.85	1,550.05	1,597.18
	Hourly	19.29	19.97	20.66	21.38	22.03
7	*Biweekly	1,497.85	1,550.05	1,597.18	1,644.30	1,694.33
	Hourly	20.66	21.38	22.03	22.68	23.37
8	*Biweekly	1,597.18	1,644.30	1,694.33	1,745.08	1,797.28
	Hourly	22.03	22.68	23.37	24.07	24.79

*Biweekly rate based on 10 days at 7.25 hours per day

WANTE WAGE SCHEDULE

1. CLERICAL SALARY SCHEDULE (Continued)Effective July 5, 2003

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	*Biweekly	911.33	955.55	1,001.95	\$1,049.08	\$1,099.83
	Hourly	12.57	13.18	13.82	14.47	15.17
2	*Biweekly	1,001.95	1,049.08	1,099.83	1,144.78	1,189.73
	Hourly	13.82	14.47	15.17	15.79	16.41
3	*Biweekly	1,099.83	1,144.78	1,189.73	1,247.73	1,311.53
	Hourly	15.17	15.79	16.41	17.21	18.09
4	*Biweekly	1,144.78	1,189.73	1,247.73	1,311.53	1,384.75
	Hourly	15.79	16.41	17.21	18.09	19.10
5	*Biweekly	1,311.53	1,384.75	1,433.33	1,484.08	1,535.55
	Hourly	18.09	19.10	19.77	20.47	21.18
6	*Biweekly	1,433.33	1,484.08	1,535.55	1,588.48	1,637.05
	Hourly	19.77	20.47	21.18	21.91	22.58
7	*Biweekly	1,535.55	1,588.48	1,637.05	1,685.63	1,736.38
	Hourly	21.18	21.91	22.58	23.25	23.95
8	*Biweekly	1,637.05	1,685.63	1,736.38	1,788.58	1,842.23
	Hourly	22.58	23.25	23.95	24.67	25.41

Effective July 3, 2004

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1	"Biweekly	\$933.80	\$979.48	\$1,027.33	\$1,075.18	\$1,127.38
	Hourly	12.88	13.51	14.17	14.83	15.55
2	*Biweekly	1,027.33	1,075.18	1,127.38	1,173.05	1,219.45
	Hourly	14.17	14.83	15.55	16.18	16.82
3	*Biweekly	1,127.38	1,173.05	1,219.45	1,278.90	1,344.15
	Hourly	15.55	16.18	16.82	17.64	18.54
4	*Biweekly	1,173.05	1,219.45	1,278.90	1,344.15	1,419.55
	Hourly	16.18	16.82	17.64	18.54	19.58
5	*Biweekly	1,344.15	1,419.55	1,468.85	1,521.05	1,573.98
	Hourly	18.54	19.58	20.26	20.98	21.71
6	*Biweekly	1,468.85	1,521.05	1,573.98	1,628.35	1,677.65
	Hourly	20.26	20.98	21.71	22.46	23.14
7	*Biweekly	1,573.98	1,628.35	1,677.65	1,727.68	1,779.88
	Hourly	21.71	22.46	23.14	23.83	24.55
8	*Biweekly	1,677.65	1,727.68	1,779.88	1,833.53	1,888.63
	Hourly	23.14	23.83	24.55	25.29	26.05

WANTE WAGE SCHEDULE

2. TEACHER ASSISTANTS SALARY SCHEDULE

Effective July 7, 2001

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Non-instructional 1	Hourly	\$11.47	\$12.45	\$13.66	\$14.35	\$15.02
Instructional1	Hourly	11.90	12.90	14.10	14.80	15.47
2	Hourly	14.10	14.80	15.47	16.22	16.95
3	Hourly	15.47	16.22	16.95	17.70	18.46

Effective July 6, 2002

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Non-instructional 1	Hourly	\$11.76	\$12.76	\$14.00	\$14.71	\$15.40
Instructional1	Hourly	12.20	13.22	14.45	15.17	15.86
2	Hourly	14.45	15.17	15.86	16.63	17.37
3	Hourly	15.86	16.63	17.37	18.14	18.92

Effective July 5, 2003

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Non-instructional 1	Hourly	\$12.05	\$13.08	\$14.35	\$15.08	\$15.79
Instructional1	Hourly	12.51	13.55	14.81	15.55	16.26
2	Hourly	14.81	15.55	16.26	17.05	17.80
3	Hourly	16.26	17.05	17.80	18.59	19.39

Effective July 3, 2004

<u>CLASS</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Non-instructional 1	Hourly	\$12.35	\$13.41	\$14.71	\$15.46	\$16.18
Instructional1	Hourly	12.82	13.89	15.18	15.94	16.67
2	Hourly	15.18	15.94	16.67	17.48	18.25
3	Hourly	16.67	17.48	18.25	19.05	19.87

WASTE WAGE SCHEDULE

3. FOOD COORDINATORS SALARY SCHEDULEEffective July 7, 2001

<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	\$13.11	\$13.86	\$14.82	\$15.40	\$15.88

Effective July 6, 2002

<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	\$13.44	\$14.21	\$15.19	\$15.79	16.28

Effective July 5, 2003

<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	\$13.78	\$14.57	\$15.57	\$16.18	\$16.69

Effective July 3, 2004

<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	\$14.12	\$14.93	\$15.96	\$16.58	\$17.11

4. VOCATIONAL TRAINERS - SALARY SCHEDULEEffective July 7, 2001

<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	\$15.47	\$16.22	\$16.95	\$17.70	\$18.46

Effective July 6, 2002

<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	\$15.86	\$16.63	\$17.37	\$18.14	\$18.92

Effective July 5, 2003

<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	\$16.26	\$17.05	\$17.80	\$18.59	\$19.39

Effective July 3, 2004

<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	\$16.67	\$17.48	\$18.25	\$19.05	\$19.87

WANTE WAGE SCHEDULE

5. HOME LEARNING ASSISTANT - SALARY SCHEDULE

Effective July 7, 2001

<u>CLASSIFICATION</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Home Learning Assistant Hourly	\$15.66	\$16.21	\$16.94

Effective July 6, 2002

<u>CLASSIFICATION</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Home Learning Assistant Hourly	\$16.05	\$16.62	\$17.36

Effective July 5, 2003

<u>CLASSIFICATION</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Home Learning Assistant Hourly	\$16.45	\$17.04	\$17.79

Effective July 3, 2004

<u>CLASSIFICATION</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Home Learning Assistant Hourly	\$16.86	\$17.47	\$18.23

6. WORK EXPERIENCE COORDINATOR - SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>Annual Effective July 7, 2001</u>	<u>Annual Effective July 6, 2002</u>	<u>Annual Effective July 5, 2003</u>	<u>Annual Effective July 3, 2004</u>
Work Experience Coordinator	\$31,996.	\$32,796.	\$33,616.	\$34,456.

7. CROSSING GUARDS SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>Effective July 7, 2001</u>	<u>Effective July 6, 2002</u>	<u>Effective July 5, 2003</u>	<u>Effective July 3, 2004</u>
Adult Crossing Guard Hourly	\$8.46	\$8.67	\$8.89	\$9.11

8. Effective no later than the June 30, 2002, Teacher Assistants, Food Coordinators, Vocational Trainers, Home Learning, Work Experience Coordinators and Crossing Guards will receive a one (1) time lump sum payment equivalent to one (1) day pay based on their regular scheduled daily hours worked.

CLERICAL 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)
 Educational Resource Centre)

Office Supervisor

Information Systems

Information Systems Manager

Research Planning and
 Technology

Information Systems

Human Resources Department

Director of Human Resources

**Teacher Library and Resource
 Centre**

Chief Librarian

Child Guidance Clinic

Administrative Assistant
 and/or Director

School Clerks

School Principal

**Teacher Assistants and
 Food Co-ordinators**

School Principal

Library Technical Assistants

School Principal

Adult Crossing Guards

School Principal

School Computer Technicians

School Principal

District Computer Technicians

Designated School Principal

Work Experience Coordinators

Designated School Principal

I. MATERNITY LEAVE

.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 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.

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 Employee 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 his/her 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 his/her 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 her 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.

7.2 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. Allow up to five (5) consecutive days. Deduct at full salary beyond five (5) days.
Immediate family shall include common law spouse as defined in section 10 below.

- 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's or common law spouse'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.
7.2.3 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 (eg. Soloist).	Allow one-half (1/2) day.
- pallbearer.	Allow one (1) day in town, one and one-half (1-1/2) days out of town.
Note:	<i>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.</i>
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 (1/2) 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 <i>in</i> accordance with section 7.2.15 shall not exceed five (5) days in total in any school year.	
7.2.16	Wedding:	Deduct up to three (3) days at minimum rate.
	- own	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 (1/2) 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.

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 compassionate leave as detailed in 7.1.3, 7.1.4, 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.

7.4 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.

7.7 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 his/her 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.

7.10 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 his/her 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.

LEGISLATIVE REQUIREMENTS:

1. Section 48(5) of the Public Schools Act, Chapter P250 of the Statutes of Manitoba applies to the granting of Leaves of Absence.
2. Section 44(1) of the Workplace Safety and Health Act, Chapter W210 of the Statutes of Manitoba applies to the granting of leave.



SUBJECT: LEAVE OF ABSENCE

APPROVAL DATE: December 8, 1987

REVISION DATE:

PAGE: 1 of 1

COOPER BUSINESS FORMS (204) 233-7552

Form 2-37 (98)

THE WINNIPEG SCHOOL DIVISION NO. 1
Human Resources Department
REQUEST FOR SHORT LEAVE OF ABSENCE

Re: SUPPORT STAFF Date

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

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 NO. 1
(the "Division")

- and -

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

Re: Reduction of Hours and Posting of Temporary Positions

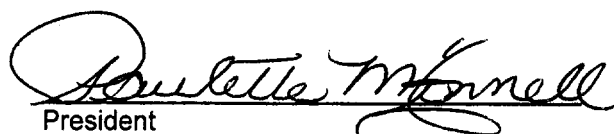
1. In an effort to minimize the possibility of reduction in employees' hours of work, and in order to adopt a method of effecting any required reductions, the Division shall not be required to post temporary positions that either become vacant or are created after November 1 of any particular school 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 she declines 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 she 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 8th day of October, 2002.

THE WINNIPEG SCHOOL DIVISION NO. 1

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES (WANTE)


Chief Superintendent


President





LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION NO. 1
(the "Division")

- and -

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

Re: Paid Inservice Days - Newly Hired Teacher Assistants and Food Coordinators

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

Teacher Assistant I and Food Coordinators

Teacher Assistants, Class I 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) inservice days. Those individuals commencing employment between December 1, and March 31 of the school year will be entitled to one (1) inservice day. Those individuals commencing employment after April 1 of the school year will not be entitled to any (0) inservice days.


Teacher Assistant II and III

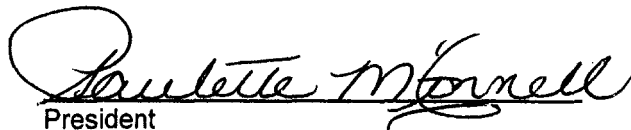
Teacher Assistants, Class II and III, who commence employment with the Division in any given year, between school opening and November 15 of the school year will be entitled to three (3) inservice days. Those individuals commencing employment between November 16 and January 31 of the school year will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

Dated this 8th day of October, 20 02.

THE WINNIPEG SCHOOL DIVISION NO. 1

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES (WANTE)


Chief Superintendent


President



LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION NO. 1
(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:

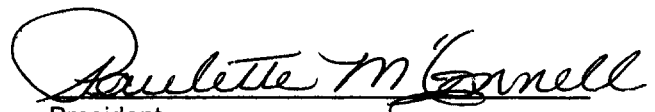
1. Pregnancy, labour and delivery, and recovery therefrom may give rise to a period of disability such that an employee will be entitled to sick leave benefits under the collective agreement.
2. The period of disability occasioned by pregnancy, labour and delivery, and recovery therefrom will vary in 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 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 Association, and in such event the Association retains its right to process a policy grievance concerning any such amendment.

Dated this 8th day of October, 20 02.

THE WINNIPEG SCHOOL DIVISION NO. 1

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES (WANTE)


Chief Superintendent


President



LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION NO. 1
(the "Division")

- and -

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

Re: Paid Discretionary Leave

Effectivewith September 1, 2002, each employee will be entitled to one 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.

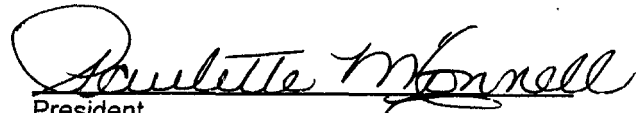
This leave shall be based on the employee's regularly scheduled daily hours of work.

Dated this 8th day of October, 20 02.

THE WINNIPEG SCHOOL DIVISION NO. 1

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES (WANTE)


Chief Superintendent


President



LETTER OF UNDERSTANDING

between

The Winnipeg School **Division No. 1**
(the "Division")

- and -

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

Re: Unpaid Leave of Absence

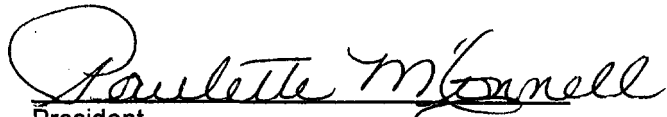
An employee who has been employed for five (5) or more calendar years shall be entitled to elect to take an unpaid leave of absence of up to two (2) weeks in length, providing she has not taken such a leave during the preceding two (2) years. Such leave will not be tied into a school break except in 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.

Dated this 8th day of October, 20 02.

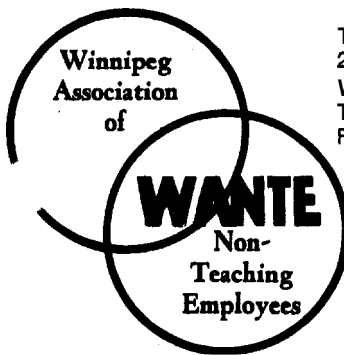
THE WINNIPEG SCHOOL DIVISION NO. 1

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES (WANTE)

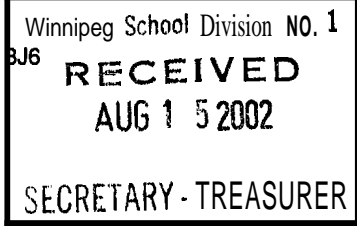

Chief Superintendent


President





Towers of Polo Park
204-666 St. James Street
Winnipeg, Manitoba R3G 8J6
Telephone (204) 953-0250
Fax (204) 953-0259



August 12, 2002

Winnipeg School Division No. 1
1577 Wall Street East
Winnipeg MB R3E 2S5

Attention: Mr. Dave Bell, Secretary-Treasurer

Dear Mr. Bell:

Your letter of July 3, 2002 requests that the Association provide the Division with written confirmation concerning the Human Resource Filing Clerk's regular hours of work.

As discussed during negotiations, the parties can, on a case-by-case basis, agree to establish regular hours of work that fall outside of the regular work day that is set forth in Article 10.01 of the collective agreement.

In accordance with those discussions, this will confirm that the Association has agreed that the regular work day for the Human Resource Filing Clerk position can be established as falling between the hours of 6:30 a.m. and 10:00 p.m.

We trust that this will be sufficient for your purposes.

Yours truly,

Paulette McConnell
President

cc/Eugene Gerbasi
cc/Denny Kells

Guide

- A -

Absence Without Pay for Six Cumulative Months 7
 Access to Division Premises 26, 27
 Accommodation for Employees 25
 Accumulated Overtime Not Taken 11
 Additional Days Beyond the School Year 9
 Additional Time Worked 9
 Administration Days and/or Inservice 8
 Adoptive Leave 16
 Advance Payment(s) - Salary 15
 Alcohol, Use of 14
 Alternate Vacation Days Sick or Bereavement 13
 Anniversary Date, 6, 7
 Annual Increment 6
 Annual Vacation 6, 12
 Annual Premiums - Group Life Insurance 24
 Arbitration 5, 6
 Association Representative 4
 Association Notices 26
 Assume Duties of an Employee Higher/Lower Classification 6

- B -

Banked Time 10
 Bereavement Leave (Compassionate Leave) 13, 18, 19
 Biweekly Pay Cheque 6
 Boxing Day 11

- C -

Called out to Work 10
 Canada Day 11
 Carry over a Portion of Vacation Credits 13
 Certificate from a Duly Qualified Medical Practitioner 14
 Christmas Day 11
 Civic Holiday 11
 Clerical Salary Schedule Appendix A, 1, 2
 Commencement and Termination Dates of Leave Appendix C, 1
 Compassionate Leave 13, 18, 19
 Compensating Time - Off 11
 Computer Operators (Hours) 7
 Consecutive Employment 3
 Contracting out 25, 26
 Course Payments 26
 Credit for Past Experience 23
 Crossing Guards Salary Schedule Appendix A, 5

Day off in Lieu of Easter Monday 11
 Death, Compassionate Leave 13, 18, 19
 Definitions 2
 Different Anniversary Date 7
 Dinner Allowance \$5.00 11
 Disability Fund 24
 Discipline to Any Employee 5
 Discrimination 2
 Dismissal 5
 Dispute 3
 Double Time 10
 Drugs, Use of 14
 Duration 26
 Duties of an Employee Higher (Assuming) 6

- E -

Easter Monday 11, 12
 Employee 2
 Employee Performance Review and Employee Files 24
 Employment Insurance Rebates 16
 Employment for Wage or Profit with Another Employer 14

Evening School 11
 Exhausted Sick Leave Credits 16
 Experience 7

Fair Treatment 2
 Feminine 25
 Food Coordinators Salary Schedule Appendix A, 4
 Food Coordinators Work the School Year 8
 Forfeit All Unused Sick Leave Credit 15
 Full-time Employee 2
 Funeral of a Friend 19

- G -

General Holidays 11
 General Holiday During Vacation Period 12
 General Holiday Falls on Saturday or Sunday 12
 General, Educational and Religious Leave 17, 18
 Good and Faithful Service 23
 Good Friday 11
 Grant Funded Position 2
 Grievance Procedure 3
 Group Life Insurance 24

- H -

Harassment 2, 26
 Holdback of Earnings 6
 Home Learning Assistants Flexible Schedule 10
 Home Learning Asst. - Salary Schedule Appendix A, 5
 Home Learning Assistants Work School Year + Spring Break 9
 Hours of Work 7, 8, 9, 10
 Human Resources Filing Clerk (hours) WANTE Letter

- I -

Illness or Injury 13, 15
 Improper Behaviour 2
 Initial Placement (Salary Schedule) 7
 Injury or Illness, Report 15
 Injury Sustained in Motor Vehicle Accident 14
 Inservice/Administrative Days 8
 Interpretation 25

- J -

Job Posting 23
 Job Security 20
 Jury Duty 19

- L -

Labour Management Negotiations 25
 Labour Day 11
 Lay-offs and Recall 21
 Leave, Adoptive 16
 Leave, Association Business 19
 Leave, Commencement & Termination Appendix C, Policy, 1
 Leave, Compassionate 13, 18, 19
 Leave, Discretionary LOU
 Leave, Educational 17
 Leave, General 17
 Leave, Long Service 19
 Leave, Long Term 17
 Leave, Maternity 16
 Leave, Religious 17
 Leave, Sick 13
 Leave, Unpaid LOU
 Leave Without Pay 18
 List of Supervisors Appendix B, 6

Long Service Leave 19
 Lunch Break 9

Management Rights 2
 Masculine 25
 Maternity Leave 16, 17
 Maternity Leave Benefit Application Rules 16
 Minutes Adopted by the Board 25
 Motor Vehicle 24

- N -

New Year Day 11
 Night Receptionist at C G C 9
 No Seniority Rights 3
 No Discrimination 2
 Normal Hours of Work 7
 Notice 3, 5, 25
 Notification- Religious Holy Leave 18
 Notify Employees of Lay off Fifteen Days Prior 22
 Notify Supervisor re Illness 15

- O -

One-week Hold Back 6
 Other Benefits (Clothes, Meals) 25
 Overnight Trips 11
 Overtime 10
 Overtime taken as Compensating Time-off 11

- P -

Paid Discretionary Leave LOU
 Paid for Banked Time 10
 Pallbearer 19
 Parenting Leave 16, LOU
 Part-time Employee 2
 Part-time Clerks 9
 Paternity Leave 16
 Pay Practices 6
 Pay Rates Appendix A
Pension and Disability Fund 24
Preamble 2
Pro Rating Paid In service Days - T.A.'s & Food Coordinators .. LOU
 Pro Rata Benefits 26
 Probationary Employees 3
 Professional Development 8, 9
 Promoted to the Position after an Absence 6
 Promotion 6
Proof of Hospitalization, Responsible for providing 13

Rates of Pay Appendix A
 Recognition 2
 Reduction in Classification 6
Reduction of Hours, Posting of Temporary Positions LOU
Regular Workday 7
 Religious Holy Days 17, 18
 Remembrance Day 11
 Report Injury or Illness 15
 Resolutions and Reports of the School Board 25
 Rest Period 9
 Revise this Agreement 26

- S -

Salary Advance Payment(s) 15
 Salary Classification 6
 Salary Rates Appendix A
 Same or Opposite Gender 19
 School Year 8, 9

Seniority 3, 16, 20, 21
 Sexual Harassment 26
Short Term Leave of Absence 17
Sick Leave 13, 14, 15
Singular 25
Soloist at funeral 19
Sovereign's Birthday 11
Steward 4
 Substitute Employee 2
 Summer School 11
Supervise Five (5) or More 7
Supervision of Students 6
Supervisor Appendix B

Teacher Assistant 2
 Teacher Assistants Salary Schedule Appendix A, 3
 Teacher Assistants Shall Not Supervise 6
 Teacher Assistants Work the School Year 8
 Temporary Employee 2, 3
 Temporary Positions 23
 Ten Month Clerks 9
 Terminated for Cause 3
 Thanksgiving Day 11
 Three Consecutive Hours 9
 Time off in Lieu of Other General Holidays 18
 Time Limits, Grievance/Arbitration 4, 5
 Top up for maternity/adoptive leave 16
 Transportation Allowance 24, 25
 Twenty-five Years of Service 19
 Two Consecutive Days of Rest in Each Work Week 8

Unpaid Leave of Absence LOU
 Unused Sick Leave 14
 Use of Drugs or Alcohol 14

Vacation after One Year of Service 12
 Vacation after Ten Years of Service 12
 Vacation after Fourteen Years of Service 13
 Vacation after Twenty-Eight Years of Service 13
 Vacation Carryover 13
 Vacation, Illness During 13
 Vacation Time on Leave of Absence Without Pay 13
 Vacation Year 12
 Vocational Trainer(s) Work the School Year 8
 Vocational Trainers - Salary Schedule Appendix A, 4

- W -

Wages and Pay Practices 6, 7
 WCB and the Division Take-home Pay 15
 WCB Disallows the Claim 16
 WCB Payment, Required to Pay Back to Division 15
 Without a Break in Service 3
 Witness 19
 Work Experience Coordinator 9, 10
 Work Experience Coordinator - Salary Schedule Appendix A, 5
 Work-related injury or Illness 15
 Workers Compensation 15, 20

