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EFF.	93	01	03
TERM.	94	12	31
No. OF EMPLOYEES	484		
NOMBRE D'EMPLOYÉS	50		

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**THE WINNIPEG SCHOOL DIVISION**  
**NO. 1**  
**AND**  
**THE WINNIPEG ASSOCIATION OF**  
**NON-TEACHING EMPLOYEES**  
**JANUARY 3, 1993 TO**  
**DECEMBER 31, 1994**

09969(01)



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THIS AGREEMENT made and entered as of this 28th day  
of April, 1993

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 corrected Manitoba Labour Board Certificate No. M.L.B. 3522 dated the 15th day of September 1980.

**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 nonmembership in the Association.

## **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. 196.

(c) A full-time employee who is a teacher assistant is one who regularly works thirty (30) 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. 196.

(e) A substitute employee is one who does not work on a regular and recurring basis. The terms of the Collective Agreement shall not apply to substitute employees.

(f) A temporary employee is an employee who has been employed by the Division for 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 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.

## **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 grievances 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 - GRIEVANCEPROCEDURE**

**6.01** The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

**6.02** For the purposes of this Agreement a "grievance" is defined as a difference or dispute between the Division and one or more of its employees or between the Division and the Association concerning the meaning, application, or alleged violation of this Agreement.

**6.03** The word "days" as used in this Article shall mean working days, other than Saturdays and Sundays or a general holiday referred to in Article 13 of this Agreement.

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

**6.05** Grievances shall be processed in the following manner:



**Step 1**

Within ten (10) days after the date upon which the employee was notified in writing, or on which she became aware of the action or circumstances giving rise to the grievance, the employee or Association shall notify the Division of the circumstances surrounding the grievance and the Division shall, within ten (10) days of being notified, arrange a meeting to discuss the matter.

**Step 2**

Failing satisfactory resolution of the matter in Step 1, and either prior to or within ten (10) days of being notified of the Division's position on the matter, the Association shall present the grievance in writing to the Supervisor or his designate with a copy to the Director of Human Resources. The Supervisor, or his designate, shall issue a decision in writing to the employee or employees affected and to the Association within ten (10) days of receipt of the grievance.

**Step 3**

Failing satisfactory settlement at Step 2 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 4**

Failing satisfactory settlement at Step 3 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 3 of the Grievance Procedure and thereafter the time limits specified for the remaining steps shall apply.

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

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

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

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

**6.11** Local union representatives will be granted necessary time off with pay to meet 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 appointees shall select an impartial chairperson.

**7.02** If the two appointees fail to agree upon a chairperson 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 chairperson 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 (1/2) of the fees and expenses of the chairperson.

**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.

**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 bi-weekly basis (every two 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 bi-weekly pay cheque. For teacher assistants and hourly employees there will be a one-week holdback 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 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 increment 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 by her Supervisor to supervise five 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 cumulative months during the preceding twelve months. In such case the employee's anniversary date will be adjusted by one month for each twenty days of absence in excess of six 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 **36-1/4** hours per week, **7-1/4** hours per day, Monday to Friday inclusive. The regular workday for all full-time employees other than computer operators will 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 **36-1/4** hours per week and not more than **7-1/4** 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 be between the hours of 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 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.

**10.04** 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.

**10.05** Employees shall work the full calendar year unless otherwise hereinafter specified.

- (a) (i) Teacher assistants I and food coordinators shall normally work the school year less all but two (2) in-service or administration days and teacher assistants II and III shall normally work the school year less all but three (3) in-service or administration days. Teacher assistants and food coordinators will, in consultation with their principal, be entitled to choose the in-services that they will attend.

(ii) The Division will attempt to provide teacher assistants and food coordinators with a minimum of ten (10) days' notice of all in-service or administration days.

(iii) The in-service and administration day entitlement for teacher assistants and food coordinators will be prorated for new employees in a manner as agreed upon by the parties.

(iv) It has been agreed to suspend the following clause for the term of this Agreement: "An employee shall receive, unless otherwise agreed to by that employee, ten (10) working days' notice of the particular in-service or administration days on which her services are required. An employee who is not requested to work the two (2) or three (3) in-service days, as the case may be, shall be paid for all the days not worked. An employee who has been requested to work an in-service or administration day, but has failed to work the requested day shall not receive pay for that day pursuant to the provisions of this clause."

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

(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, the Education Resource Centres and the Learning Assistance Centre and the switch-board operator at the Child Guidance Clinic 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 month clerks working in combined elementary/junior 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.

**10.06** Where an employee is required to work in excess of the period specified in Article 10.05 such work shall be on a voluntary basis at straight time.

**10.07** For employees referred to in 10.05 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.

**10.08** Each employee who works three (3) consecutive hours shall be entitled to one rest period of fifteen (15) minutes during each period.

**10.09** Employees who are entitled to receive a lunch break shall be allowed a maximum of one and one-quarter (1-1/4) hours, however, employees may, subject to prior approval of their Supervisor, reduce their lunch break by fifteen (15) or thirty (30) minutes and finish early by an equal amount of time.

**10.10** (a) The Division will give priority to clerks in elementary schools and the part-time junior clerk in each junior high school for any work which is to be performed during the Summer, 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.

**10.11** 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 in-service day.

#### **ARTICLE 11 - BANKED TIME**

**11.01** All full-time employees employed on a twelve (12) month basis shall be eligible to bank a maximum of thirty (30) minutes per day to a maximum of six (6) days banked time per year subject to the prior approval of their Supervisor.

**11.02** Such time may be banked during the thirty minutes immediately preceding or following the employee's normal daily start or quitting time or by the employee reducing the daily lunch period from one hour and fifteen minutes to forty-five 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 7.25 hours per day for employees other than teacher assistants and eight (8) hours per day for teacher assistants, will be considered overtime.

**12.02** All overtime shall be paid at the rate of one and one-half times (1-1/2 x) the employee's rate of pay for the first four hours per day and two times (2 x) 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 employee for the time spent traveling 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 \$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 7-1/4 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 time (1-1/2 x) or two times (2x) the hours worked in accordance with the overtime factors in this Article.

**12.09** An employee ceasing to be an employee, or being laid off, shall be paid for all accumulated overtime not taken at 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 of the Sovereign's Birthday	Remembrance Day
Canada Day	Christmas 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.

**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 (2) times 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**

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

**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 nineteen (19) 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.

(iii) Ten percent (10%) after nineteen (19) 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 pro-rated 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 pro-rated 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** An employee may upon giving not less than two (2) weeks' written notice to the Secretary-Treasurer of the Division receive pay cheques to which she may be entitled during the period of vacation on the last office day preceding the commencement of the annual vacation.

**14.08** 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.

**14.09** 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 - SICKLEAVE 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** Any employee shall be entitled to sick leave on the following basis:

year 1 of employment	12 days
year 2 of employment	15 days
year 3 of employment	20 days
year 4 and all subsequent years of employment	26 days

Sick leave shall be earned at the rate of one-twelfth (1/12) of the annual entitlement outlined in this paragraph for each month of employment.

**15.03** An employee who has used less than twelve (12) days of sick leave in her first year of employment, or less than fourteen (14) days of sick leave in any one (1) year thereafter, shall be entitled to an accrual of unused sick leave for her future benefits equivalent to twelve (12) or fourteen (14) days, as the case may be, less the number of days of sick leave utilized in that year.

**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** 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.

**15.06** 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.

**15.07** An employee who resigns, retires, dies or has her employment permanently terminated shall forfeit **all** unused sick leave credit.

**15.08** An employee shall be credited with all unused sick leave accumulated prior to the date of this Agreement.

**15.09** An employee in receipt of Workers Compensation arising out of such employee's status **as** an employee of the Division, if she elects, shall be paid an amount when combined with the compensation allowance, will equal her net salary. For the purposes of this Article, net salary is defined **as** the employee's regular salary less regular deductions for employee benefits contributions, Unemployment Insurance Commission contributions, dues, allotments, income taxes and other proper deductions that were regularly deducted at the time the employee commenced receiving Workers Compensation benefits. Such additional amount may, in the discretion of the Division, be charged against the employee's accumulated sick leave credits. Payment made pursuant to the sick leave provisions shall terminate when the employee's sick leave credit is used.

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.

An employee who is in receipt of Workers Compensation shall continue to receive **all** benefits for a maximum of one year from the date of original injury. After one 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.



**15.10** After an employee has exhausted all sick leave credits, the employee may use for bona fide sick leave purposes any overtime or compensating credits or vacation credits available to her.

**ARTICLE 16 – UNEMPLOYMENT INSURANCE  
REBATES**

**16.01** Effective January 1, 1986 the full amount of the employees' share of the Unemployment Insurance Commission Rebate provided to the Division pursuant to the provisions of the Unemployment 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 Act.

**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.

**ARTICLE 18 – PARENTAL, FAMILY, 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.

#### **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, parent, 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, two (2) consecutive working days' leave without loss of salary will be granted and an additional three (3) consecutive days' leave may be granted with loss of salary equal to the minimum rate for the employee's classification. A further additional working day's leave without loss of salary shall be granted if the funeral is held outside the City of Winnipeg.

**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.

**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 may be allowed a half (1/2) day leave with pay to act as a pallbearer or to participate in the funeral service as a soloist or in some other capacity if the funeral is held in the City of Winnipeg and an additional half (1/2) day leave if the funeral is held outside the City of Winnipeg.

**19.06** For the purpose of this article, a period of consecutive days shall not be considered to be broken by a weekend or a statutory holiday. It will, however, be considered to be broken by the Christmas, Spring and Summer breaks.

#### **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.

#### **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 purposes 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.

**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 total of the following:

(a) the number of paid hours of employment since the employee's last date of hire (other than overtime hours), including paid leave of absence, sick leave and vacation.

(b) The first forty (40) working days of any unpaid leave of absence occurring since the employee's last date of hire.

(c) the period during which the employee received benefits from Workers Compensation (other than any permanent total disability benefit) since the employee's last date of hire.

(d) the period of any approved unpaid leave of absence for Association purposes up to one (1) year, provided that the leave **was** taken since the employee's last date of hire.

**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~~ seniority lists, with one for teacher assistants and one for all other employees.

On or before February 28 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 ~~be~~ retained but will not accrue if an employee:

(a) is on unpaid leave of absence in excess of forty (~~40~~) working days.

(b) is absent on Workers Compensation and in receipt of a total and permanent disability established by Workers Compensation.

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

(d) is absent on account of injury or illness during any period in which the employee's seniority does not accumulate provided such period of absence does not exceed twenty-four (24) months.

(e) is absent from work while in receipt of disability under the Division's disability pension plan.

**23.06** Seniority will terminate if an employee:

(a) resigns.

(b) is discharged and not reinstated.

(c) is laid off for more than eighteen (18) consecutive, months.

(d) retires under the terms of the Division's Pension Plan.

(e) fails to return to work on the day following the termination of an authorized leave of absence unless such failure results from sickness, accident, 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.

**23.07** Seniority will terminate if an employee accepts a position outside of the bargaining unit and does not return to a bargaining unit position within sixty (60) days of such acceptance.

#### **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) Layoffs are to be based on the seniority of employees employed in the component affected by the layoff. 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) seven classifications, comprised of classes one to seven on the clerical wage schedule;
- (ii) one classification, comprised of teacher assistants and food coordinators; and
- (iii) one classification, comprised of Crossing Guards.

(c) Employees shall be displaced from the classification in which the layoffs 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 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 component whose job the employee is able to perform. In the event that there *are* no such employees, 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, when a position becomes available in their former classification that they are able to perform, be returned to their former classification; 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.

(f) The foregoing shall not apply where an employee, whose job it is to attend to one specific student, is laid-off prior to the end of the term because her position is no longer required. 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 layoff 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.

**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.



## **ARTICLE 25 – JOB POSTING**

**25.01** The Division will, four (4) 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 the 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.

**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 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 (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 – GROUPLIFE INSURANCE**

**28.01** The Division will continue to administer The Manitoba Public School Employees Group Life Insurance Plan No. 22727 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 (1/2) of the premium rate up to the 100% lump sum benefit and survivor's income benefit for eligible members of the Association shall be paid by the Division and one-half shall be paid by the employee.

**28.03** All employees currently employed by the Division or coming on staff after the effective date of this Agreement 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 PLAN**

**29.01** The Division will maintain a Pension Plan for all eligible employees as defined in By-law No. 196, a by-law relating to a Pension 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 allowance in accordance with the Division's scale of car allowance for employee's 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.

**30.03** The Division shall pay the difference in cost between Merit Business and Merit All Purpose automobile insurance for those employees who are required to drive more than 1600 kilometers per year.

#### **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 Division 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, Dorman, 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 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 January 3, 1993 to ~~December 31, 1994~~.

~~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.



**APPENDIX A**

**THE WINNIPEG SCHOOL DIVISION NO. 1  
W.A.N.T.E. — WAGE SCHEDULE**

**1. CLERICAL SALARY SCHEDULE**

**YEAR 1 — Effective January 3, 1993**

<b>CLASS</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
1 *Bi-weekly	\$692.01	\$728.62	\$767.05	\$807.65	\$849.70
Hourly	9.545	10.050	10.580	11.140	11.720
2 *Bi-weekly	767.05	807.65	849.70	892.47	937.06
Hourly	10.580	11.140	11.720	12.310	12.925
3 *Bi-weekly	849.70	892.47	937.06	984.18	1,045.81
Hourly	11.720	12.310	12.925	13.575	14.425
4 *Bi-weekly	892.47	937.06	984.18	1,045.81	1,110.33
Hourly	12.310	12.925	13.575	14.425	15.315
5 *Bi-weekly	1,045.81	1,110.33	1,154.56	1,200.96	1,249.17
Hourly	14.425	15.315	15.925	16.565	17.230
6 *Bi-weekly	1,154.56	1,200.96	1,249.17	1,286.15	1,325.30
Hourly	15.925	16.565	17.230	17.740	18.280
7 *Bi-weekly	1,249.17	1,286.15	1,325.30	1,364.45	1,405.41
Hourly	17.230	17.740	18.280	18.820	19.385

**YEAR 1 — Effective July 4, 1993**

<b>CLASS</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
1 *Bi-weekly	\$695.63	\$732.25	\$771.03	\$811.63	\$854.05
Hourly	9.595	10.100	10.635	11.195	11.780
2 *Bi-weekly	771.03	811.63	854.05	896.82	941.77
Hourly	10.635	11.195	11.780	12.370	12.990
3 *Bi-weekly	854.05	896.82	941.77	989.26	1,050.88
Hourly	11.780	12.370	12.990	13.645	14.495
4 *Bi-weekly	896.82	941.77	989.26	1,050.88	1,115.77
Hourly	12.370	12.990	13.645	14.495	15.390
5 *Bi-weekly	1,050.88	1,115.77	1,160.36	1,207.12	1,255.33
Hourly	14.495	15.390	16.005	16.650	17.315
6 *Bi-weekly	1,160.36	1,207.12	1,255.33	1,292.67	1,311.82
Hourly	16.005	16.650	17.315	17.830	18.370
7 *Bi-weekly	1,255.33	1,292.67	1,311.82	1,371.33	1,412.30
Hourly	17.315	17.830	18.370	18.915	19.480



**APPENDIX A**

**YEAR 2 — Effective January 2, 1994**

<u>CLASS</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1 *Bi-weekly	\$709.41	\$746.75	\$786.62	\$827.95	\$871.08
Hourly	9.785	10.300	10.850	11.420	12.015
2 *Bi-weekly	786.62	827.95	871.08	914.58	960.62
Hourly	10.850	11.420	12.015	12.615	13.250
3 *Bi-weekly	871.08	914.58	960.62	1,009.20	1,071.91
Hourly	12.015	12.615	13.250	13.920	14.785
4 *Bi-weekly	914.58	960.62	1,009.20	1,071.91	1,138.25
Hourly	12.615	13.250	13.920	14.785	15.700
5 *Bi-weekly	1,071.91	1,138.25	1,183.56	1,231.41	1,280.35
Hourly	14.785	15.700	16.325	16.985	17.660
6 *Bi-weekly	1,183.56	1,231.41	1,280.35	1,318.41	1,358.28
Hourly	16.325	16.985	17.660	18.185	18.735
7 *Bi-weekly	1,280.35	1,318.41	1,358.28	1,398.88	1,440.57
Hourly	17.660	18.185	18.735	19.295	19.870

\* Bi-weekly rate based on 10 days at 7.25 hours per day.

**2. TEACHER ASSISTANTS SALARY SCHEDULE**

**YEAR 1 — Effective January 3, 1993**

<u>CLASS</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
I Hourly	\$ 8.630	\$ 9.505	\$10.565	\$11.175	\$11.755
II Hourly	10.565	11.175	11.755	12.425	13.070
III Hourly	11.755	12.425	13.070	13.725	14.395

**YEAR 1 — Effective July 4, 1993**

<u>CLASS</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
I Hourly	\$ 8.675	\$ 9.555	\$10.620	\$11.230	\$11.815
II Hourly	10.620	11.230	11.815	12.485	13.135
III Hourly	11.815	12.485	13.135	13.795	14.465

**YEAR 2 — Effective January 2, 1994**

<u>CLASS</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
I Hourly	\$8.850	\$9.745	\$10.830	\$11.455	\$12.050
II Hourly	10.830	11.455	12.050	12.735	13.400
III Hourly	12.050	12.735	13.400	14.070	14.755

**APPENDIX A**

**3. FOOD COORDINATORSSALARY SCHEDULE**

**YEAR 1 — Effective January 3, 1993**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Hourly	\$ 9.675	\$10.345	\$11.190	\$11.700	\$12.120

**YEAR 1 — Effective July 4, 1993**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Hourly	\$ 9.725	\$10.395	\$11.245	\$11.760	\$12.180

**YEAR 2 — Effective January 2, 1994**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Hourly	\$ 9.920	\$10.605	\$11.470	\$11.995	\$12.425

**4. CROSSING GUARDS SALARY SCHEDULE**

<b>Effective January 3, 1993</b>	—	Hourly	\$7.435
<b>Effective July 4, 1993</b>	—	Hourly	\$7.470
<b>Effective January 2, 1994</b>	—	Hourly	\$7.620

**APPENDIX B**

**LIST OF SUPERVISORS**

<b>CLERICAL STAFF</b>	<b>SUPERVISORS</b>
<b>Secretary-Treasurer's Department</b>	
Payroll Section	Payroll Manager
Accounting/Audit	Controller
Secretarial Section	Board Administrative Assistant
Data Processing	Data Processing Coordinator
Purchasing Section	Director of Purchasing and Administration
Transportation	Coordinator of Permits and Transportation
<b>Building Department</b>	Director of Buildings
<b>Superintendent's Department</b>	
Superintendent's Office	Office Supervisor
Communications Section	Office Supervisor
Education Resource Centre	Office Supervisor
<b>Human Resources Department</b>	Director of Human Resources
<b>Teacher Library and Resource Centre</b>	Chief Librarian
<b>Child Guidance Clinic</b>	Administrative Assistant and/or Director
<b>School Clerks</b>	School Principal
<b>Teacher Assistants and Food Coordinators</b>	School Principal
<b>Library Technical Assistants</b>	School Principal
<b>Adult Crossing Guards</b>	School Principal

<p>THE WINNIPEG SCHOOL DIVISION NO. 1 1577 Wall Street East Winnipeg, Manitoba R3E 2S5</p>	<p>Current Code: GDBDD-R*  Date Approved:</p>
<p style="text-align: center;"><b>SUPPORT STAFF LEAVE OF ABSENCE</b> <b>Employees not under Collective Agreement</b></p> <p><b>Procedure for Securing Permission:</b> Employees shall not absent themselves from duty for reason of personal business without first securing permission from the Superintendent. All requests for such approval shall be made through the employee's Department Head, Supervisor or Principal, as the case may be, on the form prescribed. In the case of an emergency where approval cannot be secured in advance, the employee shall report to her Department Head, Supervisor or Principal at the earliest opportunity.</p> <p><b>Notes:</b> In the provision below: (a) "Minimum rate" means the minimum schedule salary for the employee's classification; (b) "allow" means no deduction of salary.</p>	

<p>THE WINNIPEG SCHOOL DIVISION NO. 1 1577 Wall Street East Winnipeg, Manitoba R3E 2S5</p>	<p>Current Code: GCBD Approval Date: December 8, 1987 Revision Date: October 22, 1991</p>
<p><b>5. LEAVE OF ABSENCE - SUPPORT STAFF</b></p> <p><b>5.1 Support Staff</b> 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.</p> <p><b>5.2 Support Staff</b> who have completed one (1) year of service may be granted leave of absence for a period of one (1) year with subsequent extensions to a maximum of three (3) years for any reason.</p> <p><b>5.3 Conditions for Leave</b></p> <p><b>5.3.1</b> 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.</p> <p><b>5.3.2</b> Employees returning from leave into a position of lesser classification shall receive salary according to the scale for the lower classifications.</p>	

**APPENDIX C**

**POLICY MANUAL**

**5.3.3** Employees placed in a position of lesser classification upon return from leave shall be given preference for placement into the first position which becomes available in their former classification.

**5.4 Authorization for Leave**

The Chief Superintendent or designee shall be authorized to grant leaves in accordance with this section, with the exception that leave requested for a period beyond twelve (12) weeks shall require approval of the Board.

**6. LONG SERVICE LEAVE**

**6.1 Leave of Absence — 25 Years' Service**

Twenty (20) working days' leave of absence with pay may 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.

**APPENDIX C**

**POLICY MANUAL**

**7.2 SUPPORT STAFF**

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

**7.2.2** Emergency illness in the family or household or family emergency.

Allow one (1) day and deduct up to four (4) days at minimum rate. In special cases allow one (1) day and deduct additional days up to ten (10) days absence at minimum rate.

**7.2.3** Death:

- member of immediate family or a relative who was a member of the household.

Allow up to five (5) days.

- grandparents, grandchildren.

Allow up to two (2) days in town, three (3) days out of town; deduct additional days up to five (5) days absence at minimum rate.

- mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law.

Allow up to two (2) days, deduct additional days up to five (5) days absence at minimum rate.





**APPENDIX C**

**POLICY MANUAL**

**7.2.8 Convocation:**

- own.

Allow one-half (1/2) day in town, one (1) day out of town; excess at minimum rate.

- immediate family.

Allow one-half (1/2) day plus one-half (1/2) day at minimum rate; excess at full salary.

**7.2.9 Graduation (High School):**

- immediate family.

Allow up to one day.

**7.2.10** To attend a convention or meeting of an organization with a program relevant to the employee's position.

Allow up to five (5) days.

**7.2.11** To deliver an address before an educational body.

Allow.

**7.2.12** Approved absence which involves financial recompense for an employee.

Amount of recompense may be deducted.

- 7.2.13 Adjudicating at festivals, etc. Deduct at minimum rate.
- 7.2.14 Public Service Meetings: Deduct at minimum rate.
  - council, school board, etc.
- 7.2.15 Musical Festival (own performance). Deduct at minimum rate.
- 7.2.16 Participation in sports: Deduct at minimum rate.
  - for representatives of the city in semi-final or final provincial competition, or representatives of the Province in semi-final or final National competition.
  - for members of National teams of Canada in International competition.
  - other approved requests.
- 7.2.17 Wedding: Allow.
  - own. Deduct at full salary.

Deduct up to three (3) days at minimum rate. Permission may be granted for up to five (5) days except in weeks when a holiday occurs, fourth (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.

**7.2.18** Adopting a child.

**7.2.19** Moving.

**7.2.20** Approved late return from travel (or early departure).

**7.2.21** For quarantine of place of residence.

Allow up to five (5) days.

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

**7.3 EXTENSION OF VACATION/HOLIDAY**

Personal Business leave shall not be granted for the purpose of extending vacation or holiday time.

