



**SEVEN OAKS
SCHOOL DIVISION**

community begins here

COLLECTIVE AGREEMENT

between

THE SEVEN OAKS SCHOOL DIVISION

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 731**

January 1, 2015 to December 31, 2017

04922 (12)

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THIS AGREEMENT MADE

BETWEEN:

**THE SEVEN OAKS SCHOOL DIVISION of the Province of Manitoba,
hereinafter called the "BOARD"**

Party of the First Part

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL UNION NO.
731, Chartered by the Canadian Union of Public Employees and affiliated
with the Canadian Labour Congress, hereinafter called "THE UNION".**

Party of the Second Part

ARTICLE 1 - PREAMBLE

- 1.01 Whereas it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Board and the Union, to promote co-operation and understanding between the Board and its Staff, to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation, and to promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.
- 1.02 And Whereas, it is now thought desirable that the methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.
- 1.03 Now therefore, this Agreement witnesseth that the parties hereto, in consideration of the mutual covenant hereinafter contained, agree each with the other as follows:

ARTICLE 2 - DEFINITIONS

The provisions of this Agreement shall apply to all employees in the occupational classifications listed below:

- 2.01 An "employee" is a person employed by the Employer and covered by this Agreement.
- 2.02 A "full-time" employee is one who regularly works the hours specified in Article 12.

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- 2.03 A "part-time" employee is one who regularly works less than full time hours (as specified in Article 12.01).
- A "part-time" employee may hold more than one "part-time" position. Where holding two "part-time" positions results in an accumulation of work hours equivalent to "full-time" as per Article 12.01, the employee shall continue to be deemed a "part-time" employee.
- 2.04 A "temporary/term" employee is one who is employed for a specific time period or until completion of a particular project and whose conditions of employment are outlined in Article 27.
- 2.05 A "substitute/casual" employee is one who is employed on an irregular and unscheduled basis and whose conditions of employment are outlined in Article 27.
- 2.06 The term "Employer" shall mean the Seven Oaks School Division.
- 2.07 The term "Union" shall mean the Canadian Union of Public Employees.
- 2.08 Where the context so requires, masculine and feminine genders and singular and plural shall be considered interchangeable.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 731 as the sole and exclusive collective bargaining agent for all of its employees covered by Certificate #687 as issued by the Manitoba Labour Board to Local 731, C.U.P.E. under the Manitoba Labour Act, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 Union Check-Off
1. Each and every employee covered by this Agreement shall have an amount equal to the current union dues deducted by the Employer from each pay whether such employee is a member of the Union or not.
 2. Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were levied.

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3. The Union shall notify the Employer in writing of any change in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Board and the Union agree that there shall be no discrimination or harassment as per the Human Rights Code, Chapter H175, Section 9 and 19, nor by reason of his/her membership or activity in the Union. A copy of the pertinent sections of the Human Rights Code is appended to this Agreement.

ARTICLE 5 - RESOLUTIONS AND REPORTS OF THE BOARD

- 5.01 Copies of all resolutions adopted by the Board which affect this Agreement shall be (1) forwarded to the union and (2) posted on all Bulletin Boards.

ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS

- 6.01 Bargaining Committee: A Bargaining Committee shall be appointed and consist of not less than three (3) members of the Board as appointees of the Board, and not less than three (3) members of the Union as appointees of the Union. The Union will advise the Board of the Union nominees to the committee.
- 6.02 Representatives of Canadian Union: The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Board. The Board may, in any event, also have present such personnel of the Board as it deems necessary.
- 6.03 Meeting of Committee: In the event of either party wishing to call a meeting of the Committee, the Secretary of the Board shall be notified. The said meeting shall be held at such time and place as shall be fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) days after such notice has been given.
- 6.04 Functioning of Bargaining Committee: All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, grievances, and other working conditions, etc., shall be referred to the Bargaining Committee for discussion and settlement.

ARTICLE 7 - PROBATIONARY PERIOD AND CALCULATION OF SENIORITY

7.01 Every employee shall be placed on probation for a period of three (3) consecutive months of service from the original date of hire. Days absent during the period of probation will be added to extend the period as required. Employees, as per Article 27, will satisfy the probationary requirement through their substitute/casual or temporary/term employment.

7.02 **A seniority list will be established on October 1st of each year, based on the employee's full-time equivalent.** The words seniority and service are used synonymously except when a part-time employee is promoted, transferred, demoted, laid off or recalled to the full-time seniority list, at which point seniority shall be determined by the time factor of their part-time position. **This calculation will be based on the employee's actual time factor(s) in the previous ten (10) years of employment. This clause will be used only in cases of movement from the Transportation Department to the Custodial/Maintenance Department and within the Custodial/Maintenance Department.**

In cases of movements exclusively within the Transportation Department, seniority will be determined from the original date of hire.

For the purposes of service, the definition in Article 7.03 below shall apply.

7.03 Service shall be defined as the date the employee commenced continuous employment with the Division. The service date shall be used for the calculation of all benefits.

7.04 Seniority shall be retroactive to the original date of employment and shall be bargaining unit wide.

7.05 The Board shall maintain seniority lists showing the date upon which employee's service commenced and their present classification. These seniority lists shall be sent to the Union and shall be posted on all bulletin boards in October and as required in lay-off situations. Employees shall have the right to question, in writing, to the Secretary-Treasurer, their placement on the seniority list. The Union shall be notified, in writing, of any resulting changes.

7.06 Loss of Seniority - seniority will terminate if the employee:

1. resigns;
2. is discharged and not reinstated under the Grievance or Arbitration Procedure;



3. is laid off and fails to report for duty as requested except when a laid-off employee is required to give notice to another employer or where the laid-off employee fails to report due to illness as verified by a qualified physician;
4. fails to report for work within five (5) working days as scheduled at the end of an authorized leave of absence, suspension, or vacation, without an explanation satisfactory to the Employer.

7.07 Seniority shall be maintained and not accrue during:

1. maternity/parental/adoptive leave in excess of the provisions of the Employment Standards Act;
2. periods of leave for all other personal reasons in excess of three (3) months approved by the Board under Article 19.08;
3. long term illness or disability exceeding two (2) years.

7.08 Transfer and Seniority Outside Bargaining Unit

If an employee is the successful applicant for an excluded position with the Employer, outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

If the employee returns to the bargaining unit, such return shall not result in the layoff or bumping of any other employee. The employee must return through the posting procedure, which means they must be the senior, qualified employee for a vacant posted position.

For purposes of all other benefits (example; vacation, sick leave), the employee's entire accumulated service, both from within the bargaining unit and from time spent within the excluded position, shall be counted.

ARTICLE 8 - STAFF CHANGES

8.01 New Positions and Reclassifications: Where new positions are created, or current positions re-classified, under the terms of this Agreement, the Employer will advise the Union in advance of the nature of position and the proposed wage or salary rate. In the event that the Union disagrees with the said rate, then the same shall be negotiated between the Union and the Employer and failing settlement/ agreement within ten (10) working days, the matter shall be referred to a Board of Arbitration hearing for a binding decision.

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- 8.02 Notwithstanding the established practices for Transportation, when a vacancy occurs in a current position, or when a current position increases by more than one hour (**30 minutes for Bus runs**), a notice shall be sent to all schools, office buildings and maintenance shops within five (5) working days and shall be placed on all relevant bulletin boards. Such notices shall indicate the nature of the position, required knowledge and education, ability and skills and whether the position involves day, evening or night shift work. The salary rate or range shall also be indicated. Within five (5) working days of posting such notice the successful applicant shall be selected and that person's name communicated to all applicants in writing, with a copy of such communication going to the Union.
- 8.03 Where positions are reclassified one (1) class up (or down) the incumbent shall be given the opportunity to retain the position without bulletining the position. Positions where the reclassification involves more than one (1) class change shall be bulletined.
- 8.04 Where the Board and the Union agree that there has been a substantial change in an existing job they shall enter into negotiations to arrive at a mutually agreeable pay grade and rate.
- 8.05 When a position is filled by a lateral transfer the successful applicant shall have five (5) working days in which to confirm the appointment after which the transfer shall be considered permanent. To allow for this period of grace the position vacated by the lateral transfer shall be bulletined within ten (10) days of the creation of the vacancy.
- 8.06 When an employee applies for a bulletined position which would result in a lateral transfer and he/she has been in his/her present position for less than one (1) year, the Board reserves the right to accept or reject the application. The foregoing does not apply to an employee who has been transferred laterally to his/her present position at the request of the Board. For the purpose of this article a transfer from an evening/night shift to a day shift shall be deemed a promotion and not a lateral transfer. However, a transfer from a day shift to an evening/night shift shall be deemed a lateral transfer.
- 8.07 For information only the Board shall forward to the Union a list of all applicants for bulletined positions.

8.08 Method of making appointments:

1. (a) to positions other than custodial positions:

Seniority as determined in Article 7.02 (Probation Period & Calculation of Seniority) shall be the determining factor, provided the employee has the necessary qualifications to meet the requirements of the job.

- (b) to custodial positions:
- (i) Where all applicants possess a valid Fifth Class Power Engineering Certificate, seniority as determined in Article 7.02 (Probation Period & Calculation of Seniority) shall be the determining factor, provided the employee has the necessary qualifications to meet the requirements of the job.
 - (ii) Where some applicants possess a valid Fifth Class Power Engineer Certificate and others do not, the Fifth Class Power Engineer Certificate shall be the primary determining factor and seniority as determined in Article 7.02 (Probation Period & Calculation of Seniority) shall be the secondary factor, provided the employee has the necessary qualifications to meet the requirements of the job.
 - (iii) Where no applicant possesses a valid Fifth Class Power Engineer Certificate, seniority as determined in Article 7.02 (Probation Period & Calculation of Seniority) shall be the determining factor, provided the employee has the necessary qualifications to meet the requirements of the job.
 - (iv) The custodial certificate will not be a required qualification for custodial positions. The Fifth Class Power Engineering Certificate will be a **minimum qualification of a Day Team Leader.**
 - (v) When a posting is unfilled through the bid process, the senior on supply custodian shall be appointed to the position.

2. Except in the case of a lateral transfer, which is covered by Article 8.05, the successful applicant shall be placed on trial for a period of up to fifteen (15) working days. During the trial period the employee will receive an appropriate orientation to the workplace to ensure familiarity. Days absent during the period of trial will be added to extend the period as required. Contingent upon satisfactory service, the appointment shall be confirmed after fifteen (15) working days. In the event that the successful applicant proves unsatisfactory in the position or the employee is unhappy with the position during the aforementioned period, this employee shall be returned to the employee's former position and rate of pay. To allow for this grace period, the position vacated by the appointment shall be bulletined within twenty-five (25) days of the creation of the vacancy.

8.09 Union Objection to Appointments: Any objection by the Union to any staff change shall be construed as a difference between the parties bound by this Agreement as provided for under the grievance procedure.

8.10 An employee who is unable, through injury, illness or advancing years or temporary disablement to perform his/her normal duties may apply to the Division for advice, help or assistance in finding suitable alternative employment within the Division. The employee shall be given the preference for such suitable employment available at the salary payable at the time for the position to which the employee is assigned. The Union and the Division agree to work co-operatively in assisting in this process.

8.11 Positions Requiring Higher Certification: In cases of vacancy or promotion requiring higher skill development or certification, the Board shall give consideration to employees who do not possess the level of skill required or the certificate. To be considered, the employee must have demonstrated the base skill foundation in his/her employment history or be in the process of completing the certificate. The employee shall be given three (3) months to acquire the skill set required or to complete the certificate. If the required skills or certificate have not been obtained within three (3) months, the employee will revert to his/her former position. **Timelines shall be extended by mutual agreement by the Division and the Union.**

1. When an employee is absent on extended sick leave, including LTD, or maternity/adoptive/parental leave for one (1) year or less; or personal leave or periods of leave for all other personal reasons of six (6) months or less, the incumbent's positions shall be bulletined as a term position.
2. When an employee is absent on extended sick leave, including LTD, or maternity/adoptive/parental leave for more than one (1) year, or personal leave or periods of leave for all other personal reasons for more than six (6) months, the incumbent's positions shall be bulletined as a full-time or part-time established position.
3. Should the employee return from leave in 2 above, he/she will replace the employee in the least senior position in his/her position's pay grade.

Where replacement of the employee in the least senior position results in a reduction in hours worked, there shall be no loss in salary until a comparable position is available in that pay grade, for which the employee may apply.

If the employee does not choose to apply, his/her salary shall be reduced to compensate the employee for actual hours worked.

4. Should the employee's absence as noted in 8.12 1. Above extend beyond one full calendar year, no further bulletin will be required. The successful applicant for the initial term position, and any subsequent term position as a result thereof, shall assume the established position.
5. An employee returning from any of the above leave conditions shall notify the employer at least two (2) weeks in advance of his/her intended date of return.

8.12 Unless otherwise specifically provided for in the Collective Agreement, the following conditions shall apply where such a term is posted under 8.12 1.:

1. A full-time or part-time employee is the successful applicant. At the completion of the term, the full-time or part-time employee shall be returned to his/her former position. If his/her former position no longer exists, the employee shall have the option to be returned to an equivalent position, classification and shift at no loss of salary or be subject to Article 21 – Layoffs and Recall;
2. An employee occupying a term position resulting from a vacancy due to an employee being absent on a leave under Article 8.12 1. shall receive notice equivalent to the amount of notice the employee returning from a leave provides the Division.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not less than three (3) members, who shall be employees of the Board. The personnel of such Committee shall be communicated to the Board. This Committee may be the same as the Bargaining Committee referred to in Article 6.

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

Step 1

The employee(s) shall first approach his/her immediate supervisor and attempt to resolve the matter at that level. The employee may choose to be accompanied by a Union representative.

Step 2

If a mutually agreeable resolution is not reached, the employee may bring the matter to the Chairperson of the Grievance Committee of the Union. The aggrieved employee(s) shall submit the matter to the Chairperson of the Grievance Committee or the staff representative no later than ten (10) working days after the event in question or the consequences of the event in question or from the time an employee should reasonably have known of the occurrence of the event upon which the matter is based.

Step 3

If the Grievance Committee of the Union considers the matter to be justified, the employee(s), together with the employee(s)' steward or member of the Grievance Committee shall submit a grievance in writing and meet with the Director within ten (10) working days. The Director shall respond within five (5) working days.

Step 4

Failing settlement in Step 3, the Grievance Committee of the Union or a Staff Representative of the Union, shall within ten (10) working days from receipt of the Director's response, submit to the Superintendent a written statement of the particulars of the grievance and the redress sought. The Superintendent shall respond, in writing, within five (5) working days.

Step 5

Failing satisfactory agreement being reached in Step 4, the Union shall within ten (10) working days of receipt of the decision at Step 4, appeal the decision, in writing, to the Board of Trustees through the Secretary of the Board and a hearing shall be granted at the next regular meeting of the Board following submission of the appeal. The Board of Trustees shall render a written decision within fifteen (15) working days of the hearing.

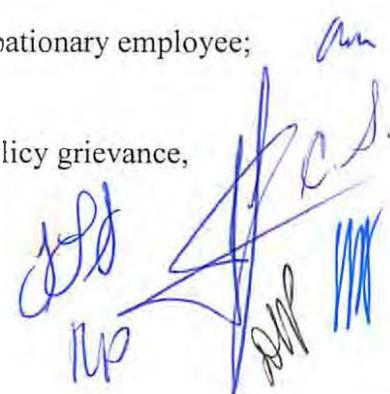
Step 6

Failing a satisfactory settlement within fifteen (15) working days of receipt of the Board's decision at Step 5, the Union, may on giving fifteen (15) working days' notice, in writing, to the Board of its intention, to refer the dispute to Arbitration.

9.03 Time limits, referred to in Steps 1 - 5, may be extended with the mutual agreement, in writing, of the parties.

9.04 Where the matter:

1. involves a question of general application or interpretation;
2. pertains to the suspension or termination of a non-probationary employee;
or
3. is deemed by both the Union and the Board to be a policy grievance,



the Board and Union agree to facilitate resolution by beginning at Step 4 of Article 9.02.

- 9.05 Replies to grievances shall be in writing at all stages.
- 9.06 Grievances settled satisfactorily within the time allowed shall date from the time grievance was filed.
- 9.07 The Board shall supply the necessary accommodation for the grievance meetings.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board of Arbitration:

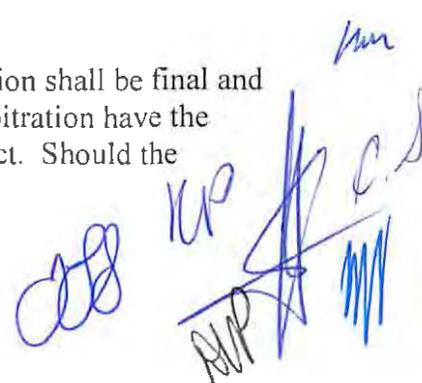
When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, addressed to the other part to the Agreement. Within five (5) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of the appointee. The two so-named shall within five (5) days select a third person to act as Chairperson of the Board of Arbitration but should they not do so within five (5) days, either party may apply to the Labour Relations Board to appoint a person to act as Chairperson. Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply to the single Arbitrator.

10.02 Who may be an Arbitrator? No person shall be selected as a member of an Arbitration Board who:

1. Is acting, or has in a period of six months preceding the date of his appointment acted, in the capacity of solicitor, legal adviser, counsel or paid agent of either of the parties.
2. Has any pecuniary interest in the matter referred to the Board.

10.03 The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within forty-eight (48) hours after the Chairperson is appointed. It shall hear and determine the differences or allegations and render a decision within ten (10) days from the time the Chairperson is appointed. The decision of the majority shall be the decision of the Board.

10.04 Decision of the Board: The decision of the Board of Arbitration shall be final and binding on both parties but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the



parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board in order to clarify the decision which it shall do within three (3) days.

10.05 Expenses of the Board: Each party shall pay:

1. The fees and expenses of the arbitrator it appoints.
2. One-half the fees and expenses of the Chairperson.
3. One-half the expenses of the Arbitration Board for clerical assistance, supplies and rent of a place to meet.

10.06 Amending of Time Limits: The time limit in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

10.07 Witnesses: At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses or other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Board's premises in order to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - DISCIPLINE PROCEDURE

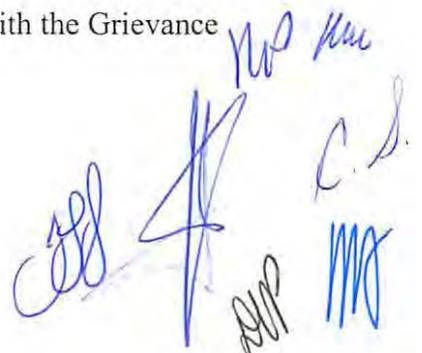
11.01 For purposes of this article, "discipline" shall be defined as/or limited to verbal warnings, written warnings, suspensions with or without pay, or employment termination, subject to the provisions outlined in this article.

11.02 The Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.

11.03 A hearing will be held with an employee prior to making a determination to discipline an employee. The employee shall have the right to have a union representative present.

11.04 Where disciplinary action has been taken, the employee and the union shall be advised of the disciplinary action. In the case of a verbal reprimand, the employee shall be advised verbally. In the case of a written reprimand, a suspension with or without pay, or employment termination, the employee and the Union shall be advised in writing.

11.05 An employee may grieve disciplinary action in accordance with the Grievance Procedure.



11.06 In the event of a grievance being submitted concerning the suspension of an employee, except in cases of personal misconduct, the wages of such employee shall not be withheld during the hearing of the complaint until a decision has been made by the Board.

11.07 In cases of personal misconduct, the Director or his/her designate, may provisionally suspend an employee pending a full investigation which will be conducted as hereinafter outlined.

In all other instances, disciplinary action, including suspension or discharge of all employees except those mentioned in Article 11.03 hereof, will be taken only after a full investigation which will be conducted as follows:

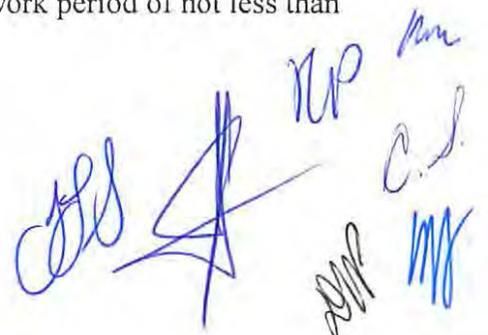
1. The Director or his/her designate, will cause the employee concerned and the Union to be informed of the complaint and that a hearing will be held at a time and place determined by the Director.
2. Any disciplinary action taken, including recommendations to the Board for dismissal, by the Director or his/her designate, following the hearing will be deemed to be final, subject only to the provisions of Article 11.06 hereof.
3. The employee affected will be given the opportunity to make representation at the hearing on his/her own behalf either personally or with the assistance of a representative of the Union, if he/she so desires.
4. The facilities of the Board Office shall be available to either party, if so desired, at the hearing.

11.08 An employee shall have the right at any time to have access to his/her personnel file and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record file.

11.09 Discipline does not include appropriate direction, delegation, performance feedback or performance coaching provided by a member of Management or designate.

ARTICLE 12 - HOURS OF WORK

12.01 The workweek shall consist of five (5) consecutive days of eight (8) hours each with two (2) consecutive days off. No eight (8) hour shift shall be spread over a period of longer than ten (10) hours with a minimum work period of not less than two (2) hours.



- 12.02 Maintenance staff shall work days where possible. Custodial staff shall work days whenever possible providing prior authorization has been granted by the school principal in consultation with a member of the management team.
- 12.03 Working Schedule: Working Schedule is defined as hours of work which the Board agrees to set forth for each employee, as may be required by conditions throughout the School Division.
- 12.04 An employee who works three (3) or more hours in a day shall be entitled to a fifteen (15) minute paid rest break during each complete three (3) hour period.

ARTICLE 13 - OVERTIME

- 13.01 All time worked in excess of those hours and conditions as set out in Article 12.01 of this Agreement shall be regarded as overtime payable at the rate of time and one-half provided that, under normal circumstances, the schedule of work as set out in Article 12.03 has been completed and is not considered for overtime purposes. In any case, the employee will be guaranteed two (2) hours at overtime rates for each call out. If an employee is called out for a second call out within a two hour call out, the employee shall be paid overtime for the additional time which is in excess of the initial two hour call out.
- 13.02 All approved overtime worked before and after an employee's regular work shift (eight (8) hours) shall be considered overtime and will be paid at the following overtime rates:
1. Time and one-half (1½) will be paid for the first eight (8) hours worked over the regular working shift in any one day and double time (2x) shall be paid thereafter.
 2. Any employee, having returned home from the employee's regular work shift, called back by reason of an emergency shall be paid time and one-half (1½) for all overtime before midnight and double time (2x) for all overtime worked after midnight. Custodians shall be given the preference for overtime worked in their own schools.
 3. All overtime worked on Saturdays and Sundays shall be paid for at double time (2x). Where an employee is required to consider Saturday or Sunday as part of that employee's regular work week the two (2) consecutive days off shall be considered that employee's Saturday and Sunday for overtime purposes.
 4. When an employee is required to work on a statutory holiday the employee shall be paid double time (2x) plus the employee's regular day's pay for such holiday.

5. When an employee is required to work prior to 7:00 a.m. to start school buses in extremely cold weather, the employee shall be paid double time (2x) until his/her regular work shift commences.
- 13.03
1. On call shall refer to any period of time duly authorized by the Division during which an employee is required to be available to return to work without undue delay.
 2. An employee designated by the Division to be on call shall be paid at the rate of one hundred twenty-five dollars (\$125) per week or twenty-five dollars (\$25) per day.
 3. An employee on call, who is called back to work, shall be paid in addition to the on call pay, overtime in accordance with Article 13.02.
- 13.04
- When an employee is required to work three (3) or more hours beyond the employee's regular shift and is unable to go home, the employee shall receive twelve dollars (\$12) for lunch money, no receipts required. Part-time employees required to work three (3) or more hours beyond their regular shift without prior notice shall receive twelve dollars (\$12) for lunch money, no receipts required.
- 13.05
- An employee may bank up to **seven (7)** days of time to be used as time off. Bank time shall be accumulated from September 1st through to May 31st of any given school year.
- 13.06
- When an employee has not had the opportunity to earn a full five (5) days of overtime credits as per Article 13.05, the employee may bank overtime hours worked during the months of June, July, August and September up to the first day of school. Banked time may be taken as time off during a time mutually agreed between the Employer and the employee.
- 13.07
- In cases where time off is not arranged and taken prior to the first day of school in September, payment shall be made within thirty (30) days following.
- 13.08
- Employee overtime and/or additional hours shall be determined by a "rotation system" established within a working unit, namely, a school or another divisional building or distinct part thereof. Such "rotation" schedule shall be established by the affected employees in consultation with their immediate supervisor. Where an agreement can't be reached the Director shall establish a rotation schedule. This clause is not applicable to bus drivers. Refer to Bus Driver Protocol agreed to January 14, 2008. (Appended)

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 All employees shall have the following Statutory Holidays off with pay at the regular rates of pay:

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

and any other day proclaimed by the Dominion and Provincial Governments and all special holidays declared by the Board.

14.02 When any of the above days falls on a Saturday or Sunday the following working day(s) shall be substituted in lieu of. In the case of Remembrance Day falling on a Saturday, December 29th will be granted in lieu of; when Remembrance Day falls on a Sunday, December 28th will be granted in lieu of. Remembrance Day in lieu of provision is for all employees except bus drivers. If Remembrance Day falls on a Saturday or Sunday, bus drivers shall be paid for this day on the last pay period in the month of November.

14.03 The August Civic Holiday will be paid and observed in accordance with *The Employment Standards Act*.

ARTICLE 15 - VACATIONS

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

15.02 For the purpose of calculating length of vacation, September 1st of each year shall be the anniversary date. Employees hired during the period September 2nd to December 31st of any given year shall be deemed to be hired on September 1st of that given year. Employees hired during the period January 1st to August 31st of any given year shall be deemed to be hired on September 1st of that given year.

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

15.04 Length of Vacation: Every employee shall be granted the following vacation with pay:

zero to two years' service - ten (10) working days;
after two (2) years' service - fifteen (15) working days;

after eight (8) years' service - twenty (20) working days;
after fifteen (15) years' service - twenty-five (25) working days;
after twenty-five (25) years' service - thirty (30) working days.

15.05 All part-time employees shall receive their vacation entitlement with each payroll payment in accordance with the following schedule:

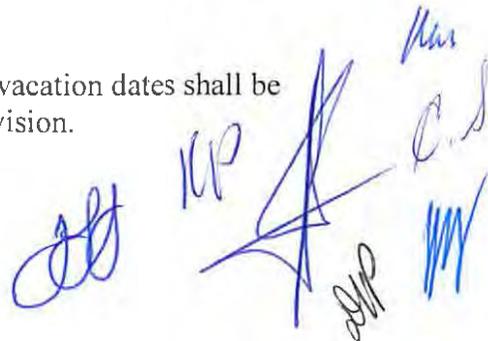
1. employees entitled to ten (10) working days' vacation or less, four per cent (4%) of gross weekly earnings;
2. employees entitled to fifteen (15) working days' vacation, six per cent (6%) of gross weekly earnings;
3. employees entitled to twenty (20) working days' vacation, eight per cent (8%) of gross weekly earnings;
4. employees entitled to twenty-five (25) working days' vacation, ten per cent (10%) of gross weekly earnings;
5. employees entitled to thirty (30) working days' vacation, twelve per cent (12%) of gross weekly earnings.

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

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

15.08 Illness During Vacations: When an employee on vacation becomes ill to the extent that the services of a medical practitioner are required, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use sick leave credits for the period which the medical practitioner verifies in writing on a form to be provided by the Board that the employee would have been unable to carry out work duties.

1. All employees working for the Division on a twelve (12) month basis shall receive the number of days' vacation to which they are entitled under Article 15.04 at a time mutually agreed between the employee and the employer.
2. Exceptions to this general rule may be granted at the discretion of the Director, provided the request is made in writing two weeks prior to the proposed vacation.
3. In the case of conflict, preference in choice of vacation dates shall be determined by seniority of service with the Division.



15.10 When an employee experiences extended leave, due to illness including LTD or injury on the job including WCB, the following provisions apply:

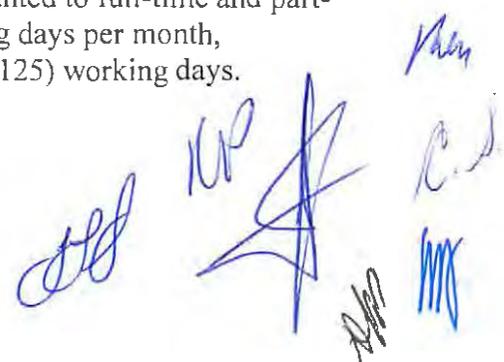
1. If the employee begins such extended leave between September 1st of any one school year and August 31st of the next school year, there shall be no loss of vacation benefits. In other words, the employee shall receive full vacation benefits for the vacation year in which such leave began, as if the employee had been at work the entire year. Vacation benefits received in this manner may be used in the current vacation year where time permits, or carried forward for use in the next successive vacation year.
2. If the employee returns to work within one (1) calendar year of the day that he/she began such extended leave but in the next successive vacation year, there shall be no loss of vacation benefits for the vacation year in which the employee returns to work. In other words, the employee shall receive full vacation benefits for the year in which the employee returns to work. Vacation benefits received in this manner may be used in the current vacation year where time permits, or carried forward for use in the next successive vacation year.
3. If the employee is unable to return to work within one (1) calendar year of the day that he/she began such extended leave, vacation benefits from Article 15.10 subsection 1. above shall be retained but not accumulated further until the employee returns to work. At the time of his/her return to work, the employee will receive vacation benefits credited in Article 15.10 subsection 1. and partial vacation benefits based on the portion of the current vacation year he/she will actually work. Vacation benefits received in this manner may be used in the current vacation year where time permits, or carried forward to use in the next successive vacation year.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 Sick Leave Defined: Sick leave means the period of time an employee is permitted to be absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Worker's Compensation Act or absence for approved medical appointments.

Such approval shall not be unreasonably withheld.

16.02 1. Amount of Sick Leave: Sick leave shall be granted to full-time and part-time employees on the basis of two (2) working days per month, accumulative to one hundred and twenty-five (125) working days.



2. If an employee begins a period of extended sick leave which subsequently extends beyond one year, upon his/her return to work he/she is credited with 2 days immediately and 2 additional days at the beginning of every month of continuous work, continuous work defined as including any eligible sick leave or approved leave taken.
3. Where hours of work are reduced for full-time or part-time employees, there shall be no loss of "sick days" accrued other than that a sick day is of shorter duration defined by the number of hours actually being worked at the time sick day credits are exercised.
4. Substitute/casual and temporary/term employees shall continue to accumulate sick leave credits as per Article 27.03.
5. Full-time and part-time employees shall have sick leave accrual reported as days on salary records, and hourly for Bus Drivers (per Letter of Understanding – Bus Driver Protocol clause #14).

16.03 Deduction of Sick Leave: In any one (1) year in which an employee has not had sick leave, or has had only a portion thereof, the employee shall be entitled to an accrual of the unused sick leave for the employee's future benefit. A deduction shall be made from the accumulated sick leave as defined in 16.01 and 16.02.

16.04 Proof of Illness: An employee may be required to produce a certificate from a duly qualified practitioner for any illnesses certifying that such employee is unable to carry out that employee's duties due to illness and upon production of a receipted bill for professional services the Board will pay for medical certificates required under this clause.

16.05 Sick Leave Without Pay: Sick leave without pay may be granted at the sole discretion of the Board to an employee who does not qualify for sick leave pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.

16.06 Call-in of Sick Leave Absences: Employees unable to report for work because of illness as defined in 16.01 are expected to notify the divisional substitute system at the earliest possible opportunity or by 6:00 a.m. for the day shift and prior to 11:00 a.m. for evening shift. If the divisional substitute system is not working, they are to contact their maintenance/transportation supervisor at the same time above.

Where there is no estimated date of return employees are expected to call in every day. Any employee who was off work because of illness is expected to call in a half hour before the day shift and expected to call before 11:00 a.m. for the evening shift to advise he/she is returning to work.

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 Middle right: *CS*
 Bottom right: *MR*
 Middle: *NP*
 Bottom left: *WJ*
 Bottom center: *WPP*

- 16.07 Absences for necessary medical appointments shall be requested at least twenty-four (24) hours in advance. This requirement will be reduced or waived in emergency situations.
- 16.08 The Employer may require an employee, on returning to work, to provide a medical certificate certifying that the employee is able to resume his/her normal work duties. In addition, employees absent due to extended illness, may be required to produce a medical certificate including, where possible, the estimated date of return or an appointment for re-evaluation of the employee. Ordinarily employees shall not be required to provide any additional medical certificate prior to returning to work except in the following circumstances:
1. Once every twenty (20) days where no estimated date of return can be provided; and
 2. Where the absence exceeds the estimated date of return.
- 16.09 The Employer and the Union agree that use of sick leave will be monitored, and irregularities will be investigated and managed in accordance with established protocols. The Employer and the Union will also demonstrate a shared duty to accommodate members during their sick leave and return to work for mutual benefit.

ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 17.01 Negotiations with Seven Oaks School Board: The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily to carry on negotiations with the Board, or in respect to a grievance, they shall suffer no loss of pay for the time spent.
- 17.02 Union Representation at Conventions and Other Business:
- (a) Upon approval of the Employer, leave of absence shall be granted to employees who are elected or appointed to represent the Union at Union schools, conferences, or conventions. Leaves to attend Union business shall not exceed eighty (80) days in any one year to all members belonging to the Union. Time required in excess of eighty (80) days shall be at the Employer's discretion. It is understood that not more than **five (5)** employees may be absent at any one time. The Union shall provide the Employer with request for such leave in writing no less than one week prior to any Union schools, conferences and/or conventions for any and all elected or appointed representatives who are to attend.
 - (b) Executive & Committee Meetings: Upon approval of the Employer, leave of absence shall be granted to employees who are elected officers of the Manitoba Division of C.U.P.E., the National Executive of C.U.P.E. or any

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other labour organizations with which the Union is affiliated so that they may attend Executive and Committee meetings. The Union shall provide the Employer with request for such leave in writing no less than one week prior to any Executive and Committee meetings for any and all elected officers who are to attend.

- (c) Such employees shall receive his/her rate of pay and benefits as provided in the Collective Agreement and the Union shall reimburse the Employer for all wages.

17.03 Election or Selection for Full-Time Union Position:

An employee who is elected or selected for a full-time position with the Union shall be granted an unpaid leave of absence. Such leave shall be without pay but the following seniority rights shall be retained. Upon indicating a wish to return to the employ of the Board, the applicant shall be offered the first available position. Upon bulletining of any subsequent vacancies with the Division, full seniority rights will apply.

ARTICLE 18 - LEAVE OF ABSENCE FOR PUBLIC SERVICE

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

18.02 Public Affairs:

1. The Board, recognizing the right of an employee to participate in public affairs, shall grant leave of absence without pay and without loss of seniority to participate as a candidate in federal, provincial or municipal elections.
2. The Board shall grant a leave of absence, for the period of the employee's term of office, to a successful candidate for such office. Such leave shall be without pay, but the following seniority rights shall be retained:
 - upon indicating a wish to return to the employ of the Board, the applicant shall be offered the first available position;
 - upon bulletining of any subsequent vacancies within the Division, full seniority rights will apply.



ARTICLE 19 - LEAVE OF ABSENCE FOR PERSONAL AND FAMILY BUSINESS

19.01 Compassionate Leave:

Absences for emergency purposes or in extenuating circumstances, as determined by the Superintendent or his/her designate, shall be either at:

1. no cost to the full or part-time employee involved, or
2. at the actual cost of a substitute required to replace the employee during the period of such absence.

The decision as to whether 1. or 2. shall apply, shall be made by the Superintendent or his/her designate based upon the nature of the emergency or circumstances.

19.02 Family Leave:

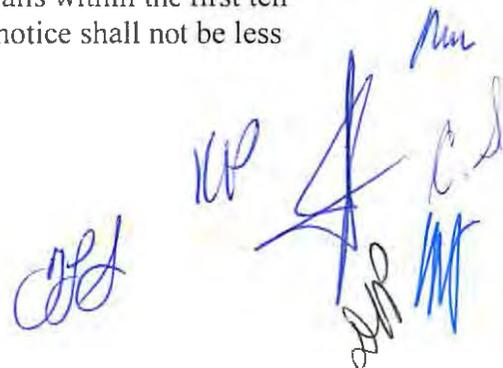
An employee shall be entitled to use up to three (3) days of sick leave per year to attend to medical emergencies that pertain to an employee's spouse, common-law partner, children, children of the spouse or common-law partner, grandchildren, foster children and/or parents. Such leave is non-cumulative from one school year to the next school year. A doctor's certificate may be requested.

19.03 Religious Leave:

A full-time or part-time employee shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the employee's religion. Employees shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or his/her designate.

The following notification period shall apply:

- (a) Employees on staff requiring religious holy leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year however not later than September 30th.
- (b) In instances where religious holy leave is required prior to September 30th in the school year notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.



- (c) Where the appropriate notice has not been given religious holy day's leave will be provided and the employee's regular hourly rate will be deducted the substitute rate in the employee's pay grade. The parties agree that this article constitutes reasonable accommodation for religious holy leave.

19.04 Bereavement Leave:

An employee may be granted up to five (5) working days, without loss of salary or wages, in the case of the death of an employee's spouse, common-law partner, children, children of the spouse or common-law partner, grandchildren, foster children and/or parents.

An employee may be granted up to three (3) working days, without loss of salary or wages, in the case of the death of a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or any other relative who has been living in the same household.

An employee may be granted the required time off to attend a funeral as a pallbearer or mourner without loss of salary or wages.

At the discretion of the Board, further time off will be granted in extenuating circumstances.

19.05 Leave to Write Exams:

The Board shall grant leave, with pay, to employees to write examinations to upgrade employment qualifications, provided such qualifications are relevant to the Board's requirements. Such leave shall be limited to a maximum of three (3) days in any year for an individual employee.

19.06 Leave for Seminars, Workshops or Short Courses:

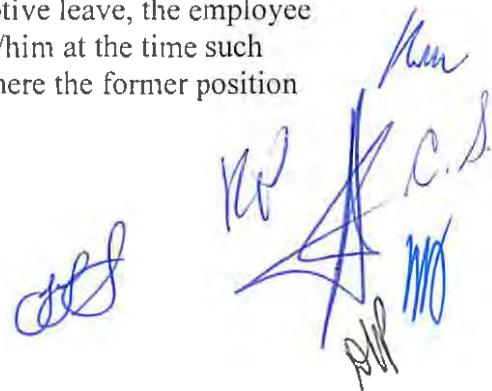
The employer may provide time off with pay, for employees to participate in appropriate seminars, workshops or short courses.

19.07 Maternity/Parental/Adoptive Leave:

1. Employees shall be entitled to maternity/parental/adoptive leave as per the provisions of applicable provincial legislation.
2. (a) An employee taking maternity leave pursuant to this article shall receive ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental

Employment Benefits Plan with Human Resources Development Canada.

- (b) In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
 - (i) For the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and
 - (ii) Up to fifteen (15) additional weeks' payment equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety percent (90%) of her gross salary.
- (c) An employee taking adoptive or parental leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefit (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.
- (d) In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the following:
 - (i) For the first two (2) weeks, payment equivalent to 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 90% of gross salary.
- 3. A copy of the pertinent sections of The Employment Standards Code is appended to this agreement.
- 4. Maternity/parental/adoptive leave shall not constitute a break in employment.
- 5. At the termination of the maternity/parental/adoptive leave, the employee will be reinstated in the position occupied by her/him at the time such leave commenced or in a comparable position where the former position no longer exists.



19.08 Personal Leave:

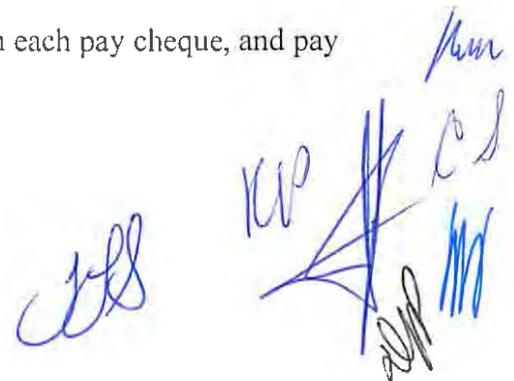
- (a) Without Pay, Seniority Accrues – the Board may grant leave of absence without pay and without loss of seniority for three (3) months or less to any employee requesting such leave which in the opinion of the Board is sufficient cause. Such request to be in writing fifteen (15) working days prior to the leave and approved by the employee's maintenance/ transportation centre supervisor.
- (b) Without Pay, Seniority Maintained but Not Accrued – absences for all other personal reasons, in excess of three (3) months, except as stated in the Agreement, shall be without pay. Any benefits based on seniority and service shall be retained, but not accumulated for the duration of such leave.

19.09 Compassionate Care Leave

Compassionate Care Leave shall be granted to an employee, for up to 8 weeks, to provide care to a family member with a serious medical condition with a significant risk of death within 26 weeks. The division shall comply with all relevant sections of *The Employment Standards Code*.

ARTICLE 20 - PAYMENT OF WAGES

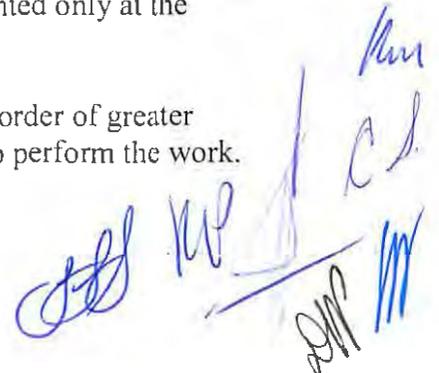
- 20.01 The Board shall pay wages and salaries every second Friday in accordance with Schedule A attached hereto and forming part of this Agreement. Once every two weeks each employee shall be provided with an itemized statement of the employee's wages and deductions.
- 20.02 Pay During Temporary Transfers: From time to time employees may be required to accept the responsibilities and perform the functions of a senior position. In those instances the employee shall receive bonus pay.
- 20.03 The bonus pay shall consist of the minimum rate in the scale of rates for the senior position. If the employee's current rate is higher than such minimum rate the employee shall receive the next higher rate within the senior classification.
- 20.04 If an employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, the pay for such substitute shall not be changed.
- 20.05 Part time employees' vacation pay to be included with each pay cheque, and pay to be for same period as full time employees.



- 20.06 Employees shall receive twelve dollars (\$12) lunch allowance, no receipts required, for out of town field trips that extend through the lunch breaks.
- 20.07 When an employee retires and continues to offer their services in a casual capacity to the Division, the retiree shall maintain their existing Step and rate of pay when working in their former job classification.

ARTICLE 21 - LAY-OFFS AND RECALL

- 21.01 A layoff shall be defined as a reduction in the work force, an employee's position being eliminated or a reduction in the person's regular hours of work as defined in this Agreement.
- 21.02 Both parties recognize that job security shall increase in proportion to length of service. An employee subject to lay-off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up. Based on the custodian job description, where there is no position that an employee is qualified for, the employee will be allowed to bump into the least senior custodian position in the bargaining unit. Employees' positions protected under Article 28.01 a) shall be exempt from the bumping process.
- 21.03 Where lay-off results from a reduction of an employee's hours, those employees have the option to:
1. accept the reduction and remain in their position; or
 2. exercise their seniority rights as per 21.02 above.
- 21.04 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.
- 21.05 Laid off employees shall be placed on a recall list. To qualify for recall, employees must file their names and current addresses with the Director at the time of lay-off. To maintain their currency, employees must notify their Director on or before the first working day of each month regarding their availability for recall that month. Interruptions in availability shall be granted only at the discretion of the Director.
- 21.06 Employees placed on the recall list shall be recalled in the order of greater seniority if they have sufficient qualifications and ability to perform the work.



Similarly, employees shall have the first right to refusal of any substitute or temporary employment for which they are qualified. No new employees shall be hired until those on the recall list have been given opportunity for recall.

- 21.07 Employees not recalled within two calendar years after September 30th following the date of the lay-off period shall likewise be removed from the recall list.
- 21.08 Grievances on Layoffs and Recalls: Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 21.09 The provisions of this Article concerning bumping do not apply to ten (10) month employees at Christmas, Spring Break or Summer school closures.

ARTICLE 22 - PENSION PLAN AND GROUP INSURANCE

22.01 Life Insurance

The Division will administer the Manitoba Public School Employees Group Life Insurance Plan (MPSEGLIP) according to the terms and conditions of the Master Policy of the said plan. The basic coverage is two (2) times annual salary with a cost share formula where the Board pays the first 1x salary. Participation in the plan is a condition of employment.

22.02 Long Term Disability

It is further agreed that a plan of salary continuance insurance be applicable to all employees covered by this Agreement.

1. That the **Employer** pay the full premium cost of salary continuance insurance.
2. That any experience refund be used to reduce the employee's premium.

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

22.03 Pension Plan

It is further agreed that after six (6) months from the initial date of hire in the Division, each employee shall participate in a contributory pension plan. Bi-weekly deductions, matched by the Board, shall be as outlined in the plan (M.S.B.A., Manitoba School Boards Association Pension Plan for Non-Teaching Employees).

22.04 Group Registered Retirement Savings Plan

The Board agrees to administer a Group Registered Retirement Savings Plan.

22.05 Continuation of Benefits During Work Stoppages

In the event of a work stoppage, the Employer agrees to maintain all insurance, including pension contributions and credits, on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

22.06 Extended Health Care, Vision and Dental Plan

A plan of extended health care, vision and dental shall be made available to employees:

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

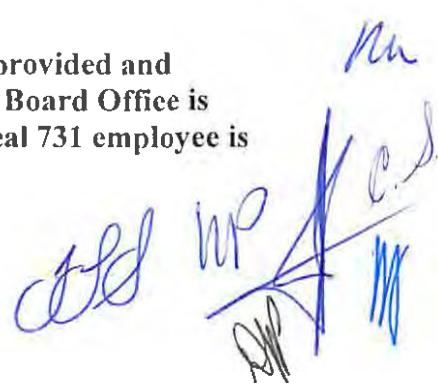
The Plan benefits will at a minimum include those in effect at January 1, 2015, as set forth in the attached Addendum, or as mutually agreed by the Board and the Union.

ARTICLE 23 - RETIREMENT POLICY

23.01 All Board maintenance, transportation and custodial employees shall be eligible to retire in accordance with pension plan provisions.

23.02 The parties agree that CUPE Local 731 employees who provide written notice to the Board of their intention to retire or resign at the completion of a given school year shall be given an advance gratuity in accordance with the following schedule:

- One thousand dollars (\$1,000.00) if written notice is provided and received no later than the last weekday, on which the Board Office is open, in April of the year in which the CUPE Local 731 employee is to resign or retire;
- One thousand five hundred dollars (\$1,500.00) if written notice is provided and received no later than the last weekday, on which the Board Office is open, in March of the year in which the CUPE Local 731 employee is to resign or retire;
- Two thousand dollars (\$2,000.00) if written notice is provided and received no later than the last weekday, on which the Board Office is open, in February of the year in which the CUPE Local 731 employee is to resign or retire.



Payment of such resignation gratuity for CUPE Local 731 employees not retiring shall be made on June 30th.

Payment of such retirement gratuity shall be made, at the option of the CUPE Local 731 employee, on the effective date of their retirement, or January 1st of the year following their retirement.

A retiring CUPE Local 731 employee who wishes to have their retirement gratuity placed into an RRSP shall so notify the Board and complete any prescribed forms.

ARTICLE 24 - SAFETY

- 24.01 The Board and the Union shall cooperate in the development and implementation of workplace health and safety measures.
- 24.02 The Division will provide employees with all necessary personal protective equipment relevant to the work being performed.

ARTICLE 25 - OTHER BENEFITS

- 25.01 Proper Accommodation: Where possible proper accommodation shall be provided for in all schools and shops for employees of the Board to have their meals and keep their clothes.
- 25.02 Present Conditions and Benefits: Working conditions which employees now enjoy, receive or possess as employees of the Board shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Board and the Union.
- 25.03 Work Clothing Support
- After one (1) month's employment with the Board, the Division will support employees covered by the Agreement in the purchase of work clothing and footwear on a 50/50 cost-sharing basis up to a cost of \$300 per year to the Board.
- Payroll deductions shall be available for the convenience of the employee in paying the employee's portion.
- 25.04 Workers Compensation Pay Supplement

1. An employee shall suffer no loss of pay or benefits as a result of an injury received while in the performance of his/her duties within the division,

where compensation for loss of wages is granted by the Workers Compensation Board. The Employee shall continue to receive his/her normal pay.

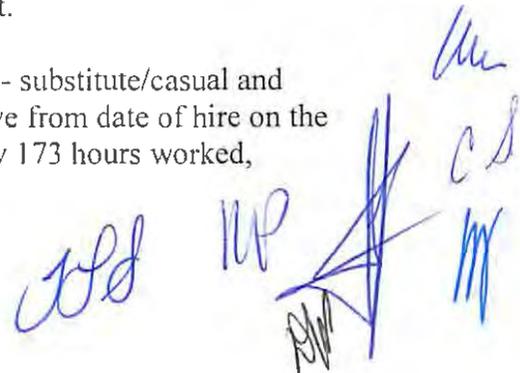
2. The salary will be paid to the employee until such time as the employee uses up his/her accumulated sick leave. The employer shall deduct one-quarter day sick leave for every day the employee is receiving Workers Compensation benefits. When an employee's sick leave credits are exhausted, payments to the employee will be arranged directly from the Workers Compensation Board.
3. The employer in coordination with the Workers Compensation Board shall make arrangements for an injured employee to perform light duties when the employee is medically able to return to work. An injured employee must make himself/herself available for light duties.

ARTICLE 26 - EMPLOYMENT INSURANCE

- 26.01 All employees coming within the scope of this Agreement shall be covered by Employment Insurance.
- 26.02 EI Rebate Refunds to Employees: Should the Division become eligible for a reduction in the employment insurance premium under the terms of the Employment Insurance Act, the five-twelfth (5/12th) portion due to the employee shall be remitted at the conclusion of each premium year to the treasurer of the Union.

ARTICLE 27 - SUBSTITUTE/CASUAL AND TEMPORARY/TERM EMPLOYEES

- 27.01 Substitute/casual and temporary/term custodians shall receive the Group A rate plus vacation pay. Substitute/casual and temporary/term bus drivers shall receive Group D rate plus vacation pay.
- 27.02 Substitute/casual and temporary/term employees shall be covered by the No Discrimination clause written in Article 4. The Board agrees that there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any employee by reason of age, race, creed, color, national origin, handicap, political or religious affiliation, sex or marital status, family relationship, place of residence nor by reason of his/her membership or activity in the Union and as contained in the Human Rights Act.
- 27.03 Notwithstanding Article 16 - Sick Leave Provisions - substitute/casual and temporary/term employees shall be granted sick leave from date of hire on the basis of sixteen (16) hours sick leave credit for every 173 hours worked,



cumulative to one thousand (1000) sick leave credit hours. Substitute/casual and temporary/term employees shall have sick leave accrual reported as hours on salary records.

- 27.04 Notwithstanding Article 22 - Pension Plan and Group Insurance - substitute/casual and temporary/term employees are not eligible to participate in Article 22.01 group life insurance and Article 22.02 salary continuance.
- 27.05 Pension Plan - substitute/casual and temporary/term employees shall participate in the M Pension Plan for Non-Teaching Employees six (6) months from the initial date of hire in the Division. Bi-weekly deductions, matched by the Board, shall be as outlined in the Plan.
- 27.06 Notwithstanding Article 25 - Other Benefits - substitute/casual and temporary/term employees shall not be eligible to participate in the purchase of uniforms for employees.
- 27.07 Notwithstanding Article 14 - Statutory Holidays - substitute/casual and temporary/term employees shall be eligible for statutory holidays with pay provided they meet the requirements of the Employment Standards Act.
- 27.08
1. Notwithstanding Article 7 - Probationary Period and Calculation of Seniority, substitute/casual and temporary/term employees shall establish seniority on the basis of an employee's service in the bargaining unit, calculated from the date upon which the employee commenced employment in the bargaining unit when applying for full-time or part-time established positions. A roster will be provided to the Union identifying employee name and initial date of hire and will be grouped by Custodians and Bus Drivers in the month of January.
 - (i) When a full-time substitute/casual or temporary/term employee applies for a full-time or part-time established position, the employee shall establish seniority on the basis of an employee's service in the bargaining unit, calculated from the date upon which the employee commenced employment in the bargaining unit.
 - (ii) When a part-time substitute/casual or temporary/term employee applies for a part-time established position, the employee shall establish seniority on the basis of an employee's service in the bargaining unit, calculated from the date upon which the employee commenced employment in the bargaining unit.
 - (iii) Effective the date of signing of this Agreement when a part-time substitute/casual or temporary/term employee applies for a full-time established position, the employee shall establish seniority by the time factor of the employee's part-time position (i.e. ten (10) years

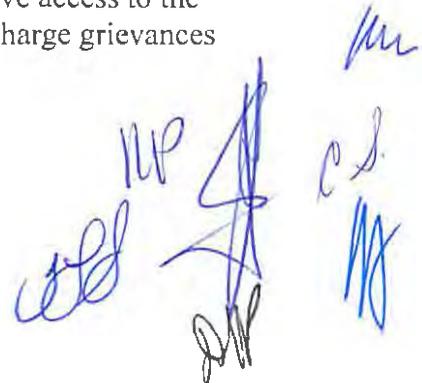
at .5 time factor = five years of seniority) for the period of time worked as a part-time employee.

2. Substitute/casual and temporary/term employees shall not receive priority over full-time or part-time employees who hold established positions in any staff changes or in the event of layoff and recall.
 - (i) In the event that substitute/casual or temporary/term employee is the successful applicant and is appointed to an established position applied for in 1. i, ii or iii above, seniority shall be backdated retroactively as per 27.08 1. i, ii and iii.
 - (ii) In the event the substitute/casual or temporary/term employee is not the successful applicant for an established position as applied for in 1. i, ii or iii, the employee's name and initial date of hire will continue to be reported on the roster as in 27.08 1.
3. Effective the date of signing of the Agreement, a "temporary/term" or substitute/casual employee who has worked a total of 1,500 hours in substitute/casual or temporary/term within a two-year period of time, shall be deemed to be a full-time or part-time employee "on supply". An employee "on supply" shall be entitled to all benefits available to a full-time or part-time employee who holds an established position. The name and initial date of an employee "on supply" shall remain on the roster of substitute/casual and temporary/term employees and shall be backdated retroactively to establish seniority within the bargaining unit when the employee "on supply" becomes the successful applicant for an established position. The Division shall determine shift and hours of work for all employees "on supply". Employees "on supply" shall not have preference over established employees.
4. The employment relationship with the Division will cease in the event that a substitute/casual employee is contacted for available work and refuses or is otherwise unavailable on three (3) consecutive occasions without an explanation satisfactory to the Division.

27.09

Substitute/casual and temporary/term employees shall be on probation for their first sixty (60) working days. Sick hours absent will be added to the period. This period may be extended with mutual agreement of the Union and the Employer.

Substitute/casual and temporary/term employees shall not have access to the grievance and/or arbitration procedure for suspension or discharge grievances during the sixty (60) day probationary period.



27.10 When a substitute/casual and temporary/term employee is appointed to a full time or part time position, the successful applicant shall be placed on probation for a period of up to sixty (60) calendar days. This period may be extended with the mutual agreement of the Union and the Employer. Days absent during the period of probation will be added to extend the period as required. Contingent upon satisfactory service, the appointment shall be confirmed after the sixty (60) calendar day period. In the event that the successful applicant proves unsatisfactory in the position or the employee is unhappy with the position during the aforementioned period this employee shall return to being a substitute/casual and temporary/term employee at a substitute/casual and temporary/term employee's rate of pay.

ARTICLE 28 - CUSTODIAL QUALIFICATIONS

28.01 The following provision shall govern the requirement of all employees in custodial positions, except for Group A Custodial – Base Rate, to hold or acquire a Class V power Engineer's Certificate:

- (a) Employees whose employment seniority pre dates January 1, 1976, are exempted from the requirement in 28.01.
- (b) Employees hired prior to January 1, 1990 who do not achieve a Class V Power Engineer's Certificate, will not be eligible for promotion and transfer to other custodial positions until such time as they acquire said certificate.

ARTICLE 29 - AMALGAMATION, REGIONALISATION AND MERGER PROTECTION

29.01 In the event the Division merges or amalgamates with any other body, the Division undertakes to ensure that:

- 1. Employees shall be credited with all seniority rights with the new Division.
- 2. All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Division.
- 3. All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by C.U.P.E. members with the new Division.
- 4. Conditions of employment and wage rates for the new Division shall be equal to the best provisions in effect with the merging Divisions.

5. No employee shall suffer a loss of employment as a result of a merger.
6. Preference in location of employment in the merged Divisions shall be on the basis of seniority.

29.02 Portability of Service Credits

When an employee of the Division transfers to another employer within the Province, the Division shall place with the new employer the pension, sick leave and /other service credits standing to the credit of the employee, where applicable.

A new employee who previously worked for another employer within the province and was a member of the Canadian Union of Public Employees shall be credited with the pension, sick leave, vacation and other credits transferred by the previous employer.

ARTICLE 30 - TERM OF AGREEMENT

- 30.01 This Agreement shall be binding and in effect from January 1, 2015 to December 31, 2017 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to December 31st in any year it desires its termination.
- 30.02 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. The Board recognizes that such changes may include fringe benefits, not presently enjoyed, which may be added to contracts with other groups employed by the Board.
- 30.03 Either party desiring to propose changes or amendments to this Agreement shall, within a period of sixty (60) days prior to the termination date, give notice in writing to the other party of changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of this Agreement, both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revision or new Agreement.

The bottom right corner of the page contains several handwritten signatures in blue ink. There are approximately six distinct signatures, some appearing to be initials or full names, arranged in a loose cluster.

SALARY GROUPINGS

GROUP A

Consists of custodial employees and custodial team leaders.

The day eustodial team leader is the senior custodian on days and the night custodian is designated in charge on evenings where there is more than one custodial employee on evenings. The custodial team leader will be paid the team leader premium.

GROUP B

Consists of utility persons and utility persons with recognized papers.

GROUP C

Consists of journey persons, trades persons with recognized papers or specialized skills including, but not limited to designated trades and **Maintenance Service Person**.

GROUP D

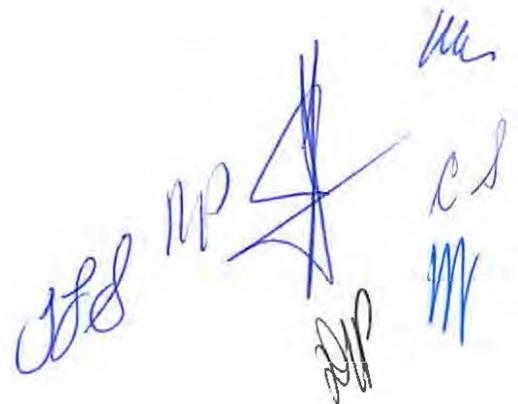
Consists of Bus Drivers and Bus Driver Trainers, **and Couriers**.

Courier with Bus Driver qualifications may be required to drive a bus.

Courier without Bus Driver qualifications where courier not required to drive a bus.

SUMMER STUDENTS

Summer students employed by the Board shall not work beyond the period of time from May 1st – September 30th in any year. An extension of this time shall only be extended by mutual agreement between the Union and the Board. Summer students employed during this period are not included within the scope of the Collective Agreement. No established position shall be displaced as a result of student summer employment.



SCHEDULE A - SALARY SCHEDULE

For administrative purposes, increases will be implemented the pay period prior to the dates within the Collective Agreement.

	2014 (Base)	2015	2016	2017
	December 22, 2013	January 4, 2015	January 3, 2016	January 1, 2017 - December 30, 2017
Increase:		0%	0.5%	2%
GROUP A				
Custodial: Base Rate	22.7863	22.79	22.90	23.36
With valid Fifth Class Certificate <u>or</u> Custodial Certificate	23.5804	23.58	23.70	24.17
With valid Fifth Class Certificate <u>and</u> Custodial Certificate	24.2369	24.24	24.36	24.85
Night Team Leader Premium	1.3024	1.30	1.31	1.34
Day Team Leader Premium	2.3612	2.36	2.37	2.42
GROUP B				
Courier	23.4216	23.42	23.54	24.01
Courier with Professional Development Certificate	24.2157	24.22	24.34	24.83
Utility	24.0887	24.59	24.71	25.20
Utility with Fifth Class Certificate <u>or</u> Professional Development Certificate	24.8828	25.38	25.51	26.02
Utility with Fifth Class Certificate <u>and</u> Professional Development Certificate	25.5393	26.04	26.17	26.69
GROUP C				
Maintenance Service Person	25.1475	25.15	25.28	25.79
Uncertified Trade with Fifth Class <u>or</u> Professional Development Certificate	25.9416	25.94	26.07	26.59
Uncertified Trade with Fifth Class Certificate <u>and</u> Professional Development Certificate	26.5981	26.60	26.73	27.26
Tradesperson (painter, electrician, carpenter, plumber, roofer, and mechanic)	31.7017	31.70	31.86	32.50
Tradesperson with Fifth Class <u>or</u> Professional Development Certificate	32.4958	32.50	32.66	33.31
Tradesperson with Fifth Class <u>and</u> Professional Development Certificate	33.1523	33.15	33.32	33.99
GROUP D				
Bus Drivers	23.6122	23.61	23.73	24.20
Bus Drivers with Professional Development Certificate	24.4063	24.41	24.53	25.02
Bus Driver Trainer	24.9040	24.90	25.02	25.52
Bus Driver Trainer with Professional Development Certificate	25.6980	25.70	25.83	26.35
Wheelchair Bus Drivers Premium		0.65	0.65	0.66
Summer Students	12.6426	12.64	12.70	12.95

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Dated at Winnipeg, Manitoba, this 22 day of September, 2015.

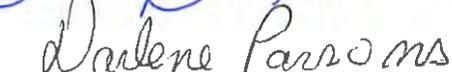
SIGNED ON BEHALF OF:
The Canadian Union of Public
Employees, Local 731



PRESIDENT



CHAIR OF NEGOTIATIONS



SECRETARY

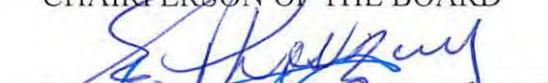


UNION REPRESENTATIVE

SIGNED ON BEHALF OF:
Seven Oaks School Division



CHAIRPERSON OF THE BOARD



CO-CHAIR OF NEGOTIATIONS



SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
C.U.P.E. 731

LETTER OF UNDERSTANDING

EMPLOYMENT OPPORTUNITIES

As an outcome of 2004 negotiations between the Seven Oaks School Division (SOSD) and C.U.P.E. 731, both parties agree:

The parties acknowledge that employment opportunities of various duration exist throughout the Summer, Christmas and Spring school breaks, as well as other opportunities for work of an incidental nature exist throughout the school year.

Where such opportunities exist, the Board shall post an information bulletin, which shall include duration of each work opportunity and the rate of pay, which shall be according to Group A of Schedule A – Pay Grade Groupings.

The Employer shall offer employees of the Board employment opportunities where these exist during Summer, Christmas and Spring breaks in accordance with the order identified below.

The offering of such employment opportunities shall be implemented by seniority and without overtime. Employees in the bargaining unit shall be offered available hours of work in the following order:

- 1st Employees who possess a 5th Class Power Engineer's Certificate
- 2nd Employees who are currently enrolled in the 5th Class Power Engineer's Certificate Program or have completed the 5th Class Power Engineering Course.
- 3rd All other employees of the bargaining unit.

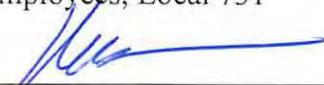
The Employer shall offer employees of the Board other opportunities for work of an incidental nature, not to exceed forty (40) cumulative hours per week, throughout the school year in accordance with the order identified above.

Employees who wish to accept such offers of employment shall make their interests known to the Director.

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DATED at Winnipeg, Manitoba this 22 day of September, 2015.

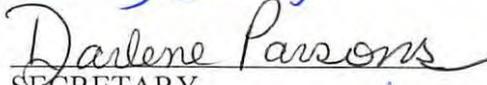
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The Canadian Union of Public
Employees, Local 731



PRESIDENT



CHAIR OF NEGOTIATIONS



SECRETARY

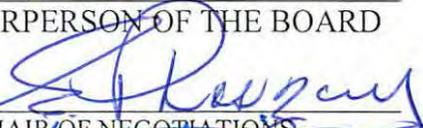


UNION REPRESENTATIVE

SIGNED ON BEHALF OF:
Seven Oaks School Division



CHAIRPERSON OF THE BOARD



CO-CHAIR OF NEGOTIATIONS



SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
C.U.P.E. 731

LETTER OF UNDERSTANDING

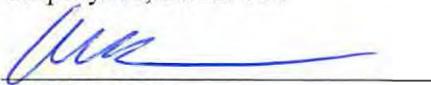
HIRING "ON SUPPLY" EMPLOYEES

As an outcome of 2007 negotiations between the Seven Oaks School Division (SOSD) and C.U.P.E. 731, both parties agree to the hiring of On Supply employees based on the following understanding of "On Supply":

- defined as full-time employees hired for eight hours and without specific placement;
- employees will maintain the same rights and privileges of full-time members, not withstanding Article 27.
- On Supply employees will be included on the Permanent seniority list, and identified as "On Supply".

DATED at Winnipeg, Manitoba this 22 day of September, 2015.

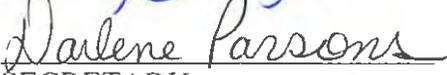
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The Canadian Union of Public
Employees, Local 731



PRESIDENT



CHAIR OF NEGOTIATIONS



SECRETARY

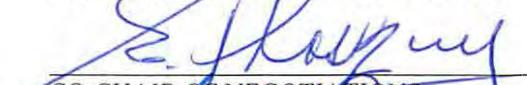


UNION REPRESENTATIVE

SIGNED ON BEHALF OF:
Seven Oaks School Division



CHAIRPERSON OF THE BOARD



CO-CHAIR OF NEGOTIATIONS



SECRETARY-TREASURER

**SEVEN OAKS SCHOOL DIVISION
AND
C.U.P.E. 731**

LETTER OF UNDERSTANDING

CERTIFICATE TRAINING PROGRAM

As an outcome of 2007 negotiations between the Seven Oaks School Division (SOSD) and C.U.P.E. 731, both parties agree to further develop the Certificate Training Program. The Program will be available to all C.U.P.E. 731 members. Successful completion of the program will entitle members to recognition in the salary scale within their respective group.

The Program and its structure will be established through:

1. Formation of a Standing Training & Development Committee
 - (a) The Committee will include representation from all C.U.P.E. 731 Groups and SOSD Board and management.
2. Training & Development Committee mandate:
 - (a) Identify & provide development opportunities for all C.U.P.E. 731 Groups and sponsor those through SOSD. This will include opportunities such as but not limited to those designed by:
 - (i) Division representatives that are typically delivered as courses on-site within the Division;
 - (ii) C.U.P.E. that are typically delivered as courses on-site within the Division;
 - (iii) suppliers that are typically delivered as courses on-site within the Division or off-site;
 - (iv) learning institutions that are typically delivered off-site.
 - (b) Determine schedule for delivery of development opportunities to the extent possible.
 - (c) Design a credit system related to development opportunities that reflects training contact time (days/hours) and establishes an appropriate threshold for initial certification and annual recertification.
 - (d) Develop informational materials (pamphlets, on-line) and ensure full access to C.U.P.E. 731 members regardless of work hours assigned.

- (e) Oversee a professional development fund for purposes of funding relevant learning opportunities beyond those considered within the Division's established Certificate Training Program.
- (f) Develop guidelines for the conversion of educational credentials achieved into credits that will be recognized in awarding certification and recertification.
- (g) Monitor credit accumulation and certification/recertification achievement.
- (h) Establish and oversee evaluation of the Program to ensure negotiated intents are satisfied.

Certification must be renewed annually by participating in development opportunities as mandated by the Training & Development Committee.

DATED at Winnipeg, Manitoba this 22 day of September, 2015.

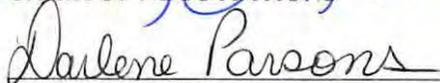
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The Canadian Union of Public
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PRESIDENT



CHAIR OF NEGOTIATIONS



SECRETARY

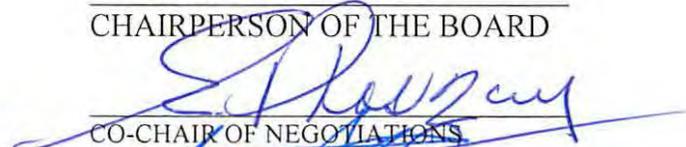


UNION REPRESENTATIVE

SIGNED ON BEHALF OF:
Seven Oaks School Division



CHAIRPERSON OF THE BOARD



CO-CHAIR OF NEGOTIATIONS



SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
C.U.P.E. 731

LETTER OF UNDERSTANDING

BUS DRIVER'S PROTOCOL

1. Evening (night) trips are on a rotational list starting at 5:15 pm and are paid a 2-hour call out.
2. Trips from 4:30 to 5:15 pm are handed out to the most senior driver.
3. All daytime field trips between 7:00 am and 4:30 pm will be posted as follows:
 - Monday and Tuesday will be posted by noon Thursday of the previous week. Sign up must be completed by 10:00 am Friday
 - Wednesday will be posted by noon Friday of the previous week. Sign up must be completed by 10:00 am Monday.
 - Thursday and Friday will be posted by noon Tuesday of the same week. Sign up must be completed by 10:00 am Wednesday.

Posted

Tuesday 12 noon for Thursday, Friday
 Thursday 12 noon for Monday, Tuesday
 Friday 12 noon for Wednesday

Sign By

Wednesday, 10:00 am
 Friday, 10:00 am
 Monday, 10:00 am

When the sheet is removed from the board, 24 hours before the trip, a member of the management team will assign unfilled trips to a driver according to seniority and availability.

4. Drivers will sign up, by seniority, for the trips they want. If a driver is unavailable to choose their own trips, she/he may designate another driver to choose their trips for them.

During the times of heavy demand (i.e. Festival du Voyageur) management retains the right to schedule all field trips.

5. If a trip is handed back, no other trip shall be given out for that day, unless there is an emergency.
6. If a bus run is increased in time of 30 minutes or more on a regular daily basis it is re-posted.

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7. All kindergarten runs shall be **bid on at the end of the school year in June.**
8. All last minute kindergarten runs and field trips will be chosen in order of seniority. Full disclosure of available last minute kindergarten runs and field trips shall be done in order for the senior driver to select their run.
9. In September, both evening and weekend rotation list does not start over, but continues.
10. Drivers shall be paid the scheduled time for all cancellation of trips if they agree to report for reasonable alternate duties as assigned by the Director or his/her designate. Cancellations shall include Acts of God (rain, wind chill over 1850, and temperatures of -45F at 6 a.m.).
11. There will be no splitting daytime field trips, except in cases of an emergency or a conundrum.
12. All drivers to load by seniority, i.e. if 2 drivers are assigned a field trip at the same school, the senior person should load first and the junior person would take on the rest of the students. If 2 drivers are assigned and only one driver is needed then the senior person has the choice of driving or returning to the base, with the same conditions as specified above that relates to cancellation of field trips.

Drivers shall have their wages for vacation and sick leave based on actual hours worked.

13. If a driver is absent due to illness no trips shall be given out on the first day of returning to work, unless there is a necessity for them to drive requested by management for day trips only, but would be offered the next available evening or weekend rotational trip. If the driver has been off due to illness, an emergency, funeral or union business, they will be offered the next available trip out one time only per trip on each rotational list.

DATED at Winnipeg, Manitoba this 22 day of September, 2015.

SIGNED ON BEHALF OF:

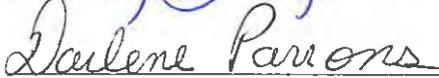
The Canadian Union of Public Employees, Local 731



 PRESIDENT



 CHAIR OF NEGOTIATIONS



 SECRETARY



 UNION REPRESENTATIVE

SIGNED ON BEHALF OF:

Seven Oaks School Division



 CHAIRPERSON OF THE BOARD



 CO-CHAIR OF NEGOTIATIONS



 SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
C.U.P.E. 731

LETTER OF UNDERSTANDING

DEFINED BENEFIT PENSION PLAN

As an outcome of 2015 negotiations between the Seven Oaks School Division (SOSD) and C.U.P.E. 731, both parties agree that the Seven Oaks School Division and C.U.P.E. 731 may reopen negotiations but that we are not predetermining the outcome of the negotiations.

DATED at Winnipeg, Manitoba this 22 day of September, 2015.

SIGNED ON BEHALF OF:

The Canadian Union of Public
Employees, Local 731

PRESIDENT

CHAIR OF NEGOTIATIONS

SECRETARY

UNION REPRESENTATIVE

SIGNED ON BEHALF OF:

Seven Oaks School Division

CHAIRPERSON OF THE BOARD

CO-CHAIR OF NEGOTIATIONS

SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
C.U.P.E. 731

ADDENDUM

SEVEN OAKS SCHOOL DIVISION – GROUP INSURANCE BENEFITS

Extended Health Care

The Extended Health Care benefits will pay (for each employee and his/her eligible dependents):

- 100% of eligible out-of-Canada emergency medical expenses
- 100% of the cost of eye glasses, contact lenses, and eye examinations (inclusive), to a maximum of \$400 every 24 months
- 100% of the cost of ambulance services to the nearest hospital
- 80% of prescription drug costs with a pay-direct drug card with a \$6 dispensing fee cap
- 80% of the cost of services of the following practitioners, each to a maximum of \$850.00 per calendar year:
 - Audiologist
 - Chiropractor
 - Dietician
 - Naturopath
 - Physiotherapist
 - Psychologist (including MWS/Clinical Counsellors)
 - Specialist in Acupuncture
 - Certified Athletic Therapist
 - Massage Therapist
 - Osteopath
 - Podiatrist/Chiropodist
 - Speech Therapist
- 80% of the cost of custom-made orthotics, up to \$350 per calendar year
- 80% of the cost of custom-made orthopedic shoes, up to \$500 per calendar year
- 80% of the cost of hearing aids, up to \$500 in any period of 36 consecutive months
- 80% of private duty nursing charges, up to \$5,000.00 per calendar year

In the event of death, Extended Health Care benefits will continue for dependents, at no charge, for up to twenty-four (24) months.

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Dental

The Dental benefit will pay (for each employee and his/her eligible dependents):

- 80% of Basic Dental services
- 50% of Major Dental services
- 50% of Orthodontic services (for dependent children)

This benefit will pay up to \$1,500.00 for Basic and Major services combined per calendar year, and up to \$2,500.00 lifetime maximum for Orthodontic services.

Benefits are payable in accordance with the General Practitioners current provincial fee guide (if referred to a Dental Specialist, expenses will be reimbursed at the appropriate reimbursement level, in accordance with the applicable Specialist fee guide).

In the event of death, Dental benefits will continue for dependents, at no charge for up to twenty-four (24) months.

DATED at Winnipeg, Manitoba this 22 day of September, 2015.

SIGNED ON BEHALF OF:
The Canadian Union of Public
Employees, Local 731

SIGNED ON BEHALF OF:
Seven Oaks School Division



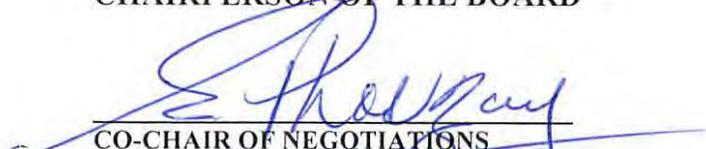
PRESIDENT



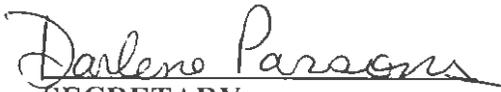
CHAIRPERSON OF THE BOARD



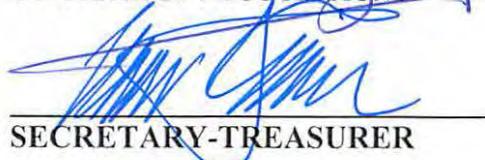
CHAIR OF NEGOTIATIONS



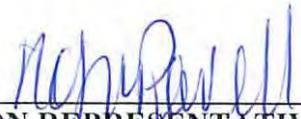
CO-CHAIR OF NEGOTIATIONS



SECRETARY



SECRETARY-TREASURER



UNION REPRESENTATIVE

SEVEN OAKS SCHOOL DIVISION
AND
C.U.P.E. 731

LETTER OF UNDERSTANDING

MINUTES OF SETTLEMENT

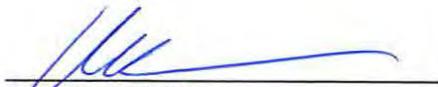
As an outcome of 2015 negotiations between the Seven Oaks School Division (SOSD) and C.U.P.E. 731, both parties agree:

1. The Board and the Union agree that LTD premiums paid by the Board is in lieu of proposed pay increase in the first (1st) year, and one half percent (0.5%) in the second year of the Collective Agreement.

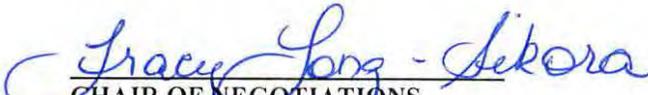
DATED at Winnipeg, Manitoba this 22 day of September, 2015.

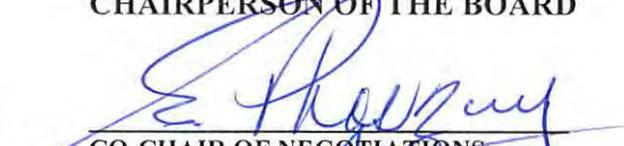
SIGNED ON BEHALF OF:
The Canadian Union of Public
Employees, Local 731

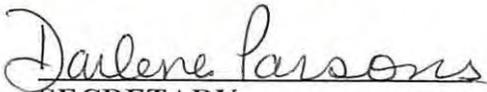
SIGNED ON BEHALF OF:
Seven Oaks School Division


PRESIDENT

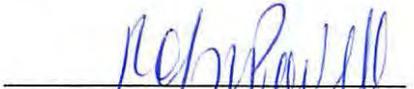

CHAIRPERSON OF THE BOARD


CHAIR OF NEGOTIATIONS


CO-CHAIR OF NEGOTIATIONS


SECRETARY


SECRETARY-TREASURER


UNION REPRESENTATIVE



SEVEN OAKS
SCHOOL DIVISION
community begins here

**LONG TERM DISABILITY BENEFITS
FOR
ALL ELIGIBLE EMPLOYEES OF
SEVEN OAKS SCHOOL DIVISION
WHO ARE MEMBERS OF
CUPE LOCAL 731**



490 Dutton Drive, Suite B6, Waterloo, Ontario
Toll Free: (800) 265-2178 Fax: (519) 747-5323
www.pwi-insurance.ca pwins@pwi-insurance.ca

The Plan described in this booklet is effective as of January 1, 2015 - original effective date was September 1, 2003. The Policy Number is 59271.

Through **SSQ Financial Group**, your Employer is providing you with the benefit outlined in this booklet.

Eligibility

Who is eligible?

According to your policy contract, you are eligible for coverage if you work a minimum equal to 0.3 of a full-time position on a regular basis.

On the date that you are appointed to a position by the Division, you are eligible for coverage immediately.

When do I enroll?

Please complete your enrollment card as soon as you receive the information from your plan administrator.

If you submit your application after 31 days following your effective date, you will be considered a late applicant.

What is a late applicant?

A late applicant is any person who applies for coverage after the 31-day period following his or her effective date.

If you are a late applicant, you will be required to submit medical evidence for yourself. SSQ will review your medical information and approve or decline your coverage based on the information provided.

Disability Income Benefit

Long Term Disability coverage provides protection should you become totally disabled as a result of illness or accident while insured under this policy.

Long Term Disability (LTD)

Amount of Protection

70% of your net monthly salary* at the onset of disability, subject to a maximum benefit of \$3,000 per month.

Any benefits you receive are non-taxable.

Coordination with Other Sources of Income

Your LTD benefit will be reduced by any income you receive, or are entitled to receive, for the same or a subsequent disability from the following sources:

- disability benefits from the Canada or Quebec Pension Plans, excluding dependent benefits

* Salary is considered to be your regular salary, excluding bonuses, overtime payments, fees, lodging and meal allowances, amounts paid by the employer as fringe benefits and any lump sum payment. Net salary is considered to be your salary, less federal and provincial taxes, contributions to Employment Insurance, Canada or Quebec Pension Plan and also including contributions to the employer sponsored pension plan.



- Workers' Compensation or similar coverage
- any government motor vehicle automobile insurance plan or policy, unless prohibited by law
- maternity benefits payable under the Employment Insurance Act

If your total income from all sources exceeds 90% of your pre-disability net monthly income, we will reduce your Long Term Disability payment by the excess amount. Sources include all those stated above in addition to any income or benefit you are entitled to receive from:

- Canada or Quebec Pension Plan dependent benefits
- Earnings or payments from any employer
- Any group, association or franchise plan
- Any retirement or pension plan
- Any loss of income benefit available through legislation, other than the *Employment Insurance Act*

When Payments Begin

The LTD benefit is payable following an uninterrupted period of disability of 100 working days (referred to as the elimination period).

A period of total disability will be considered uninterrupted if you temporarily return to active work for no more than 30 days during the elimination period.

If disability occurs:

- during *leave without pay*, you are eligible if your disability coverage was maintained for the duration of the leave, for a maximum of 2 years provided you are not working elsewhere. The elimination period will begin on the termination date of your leave without pay.
- before the date of notice of *temporary lay-off*, you are eligible for LTD benefits. Payments cease on the date of lay-off if the disability began after the date of the notice of temporary lay-off. If you become disabled after the date of notice of temporary lay-off or during a lay-off, you are not eligible for LTD benefits.
- before the beginning of a *strike or lock-out*, you are eligible for LTD benefits. If disability occurs during the strike or lock-out, you are eligible if your disability coverage was maintained throughout the strike or lock-out. The elimination period will begin on the date you are recalled to work.



Definition of Total Disability

You will be considered totally disabled if illness or accident prevents you from performing:

- the main functions of your regular employment during the elimination period and the following 12 months
- thereafter, any gainful occupation for which you are reasonably prepared through education, training or experience, regardless of the availability of such employment

Recurrent Disability

You will not be required to complete the elimination period again:

- if you were disabled for six (6) months and become disabled from the same causes within 180 consecutive days of your active return to work
- if you were disabled for six (6) months and become disabled from entirely different causes within less than one full day of your active return to work

In these circumstances, SSQ will consider the disability to be a continuation of your previous disability.

Return to Work*Progressive Return to Work in the Same Occupation*

You may be eligible to return to your previous occupation on a progressive basis, working a reduced number of hours per week, if:

- the disability period preceding your progressive return to work was at least 30 days or you were disabled for at least 30 days
- an agreement between you, your employer and SSQ is reached prior to the beginning of your progressive return to work
- the period of progressive return to work takes into account the seriousness of the illness or accident that caused the disability and does not exceed three (3) months

Your disability benefit will be reduced by a pro-rated percentage of your earned income.

Return to Work as Part of a Rehabilitation Program

You may be required to participate in a rehabilitation program approved by SSQ designed to facilitate your return to gainful employment.

While participating in a rehabilitation program, you may continue to receive your Long Term Disability payments as well as income from other sources. If your total monthly income exceeds 100% of your pre-disability net monthly earnings, your LTD payments will be reduced by the excess amount.

Participation in a rehabilitation program for earned income may not exceed a period of six (6) months.



When Payments End

SSQ's benefit payments will cease on one of the following dates, whichever occurs first:

- date you are no longer totally disabled
- date you hold a position or perform work for which you earn a salary or profit (except as approved by SSQ)
- date you retire
- date you reach age 65

You will be required to:

- remain under the ongoing care of a physician
- supply SSQ with appropriate medical evidence upon request
- undergo any examination or receive any treatment that, in SSQ's opinion, is likely to favour recovery of health
- participate in any rehabilitation or progressive return to work program specified by SSQ

Failure to do so may result in SSQ suspending or discontinuing your LTD benefits.

Exclusions

This benefit will not cover any disability resulting from:

- intentionally self-inflicted injuries, whether committed while sane or insane
- cosmetic treatments
- an attempt to commit or the committing of a criminal act
- war, insurrection, participation in a riot or civil commotion, or while an active member of the armed forces of any country



How to Submit A Claim

To submit a claim, please forward a completed Application for Disability Insurance Benefits form to PWI Insurance Services (Agency) Ltd. at the following address:

490 Dutton Drive
Suite B6
Waterloo, Ontario N2L 6H7

We must receive written notice of your claim:

- within 90 days of the onset of your disability
- at least 30 days before the end of the elimination period

Be sure to include your Social Insurance Number as well as your telephone number on any correspondence.

For more information or if you have any questions please telephone or fax PWI Insurance Services (Agency) Ltd. (who administers your plan) at the following numbers:

Toll Free Telephone: (800) 265-2178
Fax: (519) 747-5323

N.B. This booklet is provided for information purposes only and has no effect on the provisions and conditions outlined in the insurance contract.



PART II

PROHIBITED CONDUCT
AND SPECIAL PROGRAMS

"Discrimination" defined

9(1) In this Code, "discrimination" means

- (a) differential treatment of an individual on the basis of the individual's actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit; or
- (b) differential treatment of an individual or group on the basis of any characteristic referred to in subsection (2); or
- (c) differential treatment of an individual or group on the basis of the individual's or group's actual or presumed association with another individual or group whose identity or membership is determined by any characteristic referred to in subsection (2); or
- (d) failure to make reasonable accommodation for the special needs of any individual or group, if those special needs are based upon any characteristic referred to in subsection (2).

Interpretation

9(1.1) In this Code, "discrimination" includes any act or omission that results in discrimination within the meaning of subsection (1), regardless of

- (a) the form of the act or omission; and
- (b) whether the person responsible for the act or omission intended to discriminate.

PARTIE II

CONDUITE PROHIBÉE
ET PROGRAMMES SPÉCIAUX

Définition du terme « discrimination »

9(1) Dans le présent code, le terme « discrimination » désigne, selon le cas :

- a) un traitement différent que reçoit un particulier, en raison de son adhésion réelle ou présumée à une catégorie ou à un groupe de personnes ou de son association réelle ou présumée avec cette catégorie ou ce groupe, plutôt qu'en fonction de ses mérites personnels;
- b) un traitement différent que reçoit un particulier ou un groupe, en raison de caractéristiques mentionnées au paragraphe (2);
- c) un traitement différent que reçoit un particulier ou un groupe en raison de son association réelle ou présumée avec un autre particulier ou un autre groupe dont les traits distinctifs sont déterminés par les caractéristiques mentionnées au paragraphe (2) ou dont l'adhésion découle de ces caractéristiques;
- d) un manquement qui consiste à ne pas répondre de façon raisonnable aux besoins spéciaux de particuliers ou de groupes, fondés sur les caractéristiques mentionnées au paragraphe (2).

Interprétation

9(1.1) Pour l'application du présent code, sont assimilés à de la discrimination les actes et les omissions qui entraînent une discrimination au sens du paragraphe (1), quelle que soit leur forme et quelle que soit l'intention de leur auteur.

Handwritten signatures in blue ink, including a large stylized signature and several smaller ones.

Applicable characteristics

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

- (a) ancestry, including colour and perceived race;
- (b) nationality or national origin;
- (c) ethnic background or origin;
- (d) religion or creed, or religious belief, religious association or religious activity;
- (e) age;
- (f) sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) gender identity;
- (h) sexual orientation;
- (i) marital or family status;
- (j) source of income;
- (k) political belief, political association or political activity;
- (l) physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (m) social disadvantage.

Discrimination on basis of social disadvantage

9(2.1) It is not discrimination on the basis of social disadvantage unless the discrimination is based on a negative bias or stereotype related to that social disadvantage.

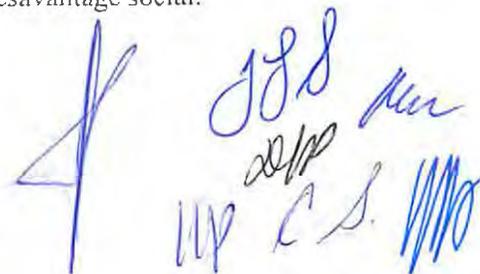
Caractéristiques appropriées

9(2) Les caractéristiques appropriées aux fins des alinéas (1)b) à d) sont les suivantes :

- a) l'ascendance, y compris la couleur et les races identifiables;
- b) la nationalité ou l'origine nationale;
- c) le milieu ou l'origine ethnique;
- d) la religion ou la croyance ou les croyances religieuses, les associations religieuses ou les activités religieuses;
- e) l'âge;
- f) le sexe, y compris les caractéristiques ou les situations fondées sur le sexe d'une personne telles que la grossesse, la possibilité de grossesse ou les circonstances se rapportant à la grossesse;
- g) l'identité sexuelle;
- h) l'orientation sexuelle;
- i) l'état matrimonial ou le statut familial;
- j) la source de revenu;
- k) les convictions politiques, associations politiques ou activités politiques;
- l) les incapacités physiques ou mentales ou les caractéristiques ou les situations connexes, y compris le besoin d'un animal d'assistance, une chaise roulante ou tout autre appareil, orthèse ou prothèse;
- m) les désavantages sociaux.

Discrimination fondée sur un désavantage social

9(2.1) Ne constitue pas de la discrimination fondée sur un désavantage social la discrimination qui ne repose pas sur un préjugé défavorable ou un stéréotype ayant trait au désavantage social.

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Systemic discrimination

9(3) Interrelated actions, policies or procedures of a person that do not have a discriminatory effect when considered individually can constitute discrimination under this Code if the combined operation of those actions, policies or procedures results in discrimination within the meaning of subsection (1).

Criminal conduct excluded

9(4) For the purpose of dealing with any case of alleged discrimination under this Code, no characteristic referred to in subsection (2) shall be interpreted to extend to any conduct prohibited by the *Criminal Code* of Canada.

No condoning or condemning of beliefs, etc.

9(5) Nothing in this Code shall be interpreted as condoning or condemning any beliefs, values, or lifestyles based upon any characteristic referred to in subsection (2).

S.M. 2012, c. 38, s. 5

Discrimination systémique

9(3) Des mesures ou des règles interdépendantes qui sont prises par une personne et qui ne sont pas discriminatoires lorsqu'elles sont considérées séparément peuvent constituer de la discrimination sous le régime du présent code si leur effet cumulatif entraîne une discrimination au sens du paragraphe (1).

Conduite criminelle exclue

9(4) Aux fins du règlement de tout cas de discrimination visée au présent code et qui aurait été exercée, aucune caractéristique mentionnée au paragraphe (2) n'a pour effet de s'appliquer à une conduite interdite par le *Code criminel* du Canada.

Pas de condamnation des croyances

9(5) Le présent code n'a pas pour effet de tolérer ou de condamner des croyances, des valeurs ou des modes de vie fondés sur les caractéristiques mentionnées au paragraphe (2).

L.M. 2012, c. 38, art. 5

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CHAPTER H175

HUMAN RIGHTS CODE

Harassment

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

- (a) harass any person who is participating in the activity or undertaking; or
- (b) knowingly permit, or fail to take reasonable steps to terminate, harassment of one person who is participating in the activity or undertaking by another person who is participating in the activity or undertaking.

"Harassment" defined

19(2) In this section, "harassment" means

- (a) a course of abusive and unwelcome conduct or comment undertaken or made on the basis of any characteristic referred to in subsection 9(2); or
- (b) a series of objectionable and unwelcome sexual solicitations or advances; or
- (c) a sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny any benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (d) a reprisal or threat of reprisal for rejecting a sexual solicitation or advance.

CHAPITRE H175

CODE DES DROITS DE LA PERSONNE

Harcèlement

19(1) Il est interdit à une personne responsable d'une activité ou d'une entreprise visée au présent code :

- a) soit de harceler une personne qui participe à l'activité ou à l'entreprise;
- b) soit de permettre sciemment le harcèlement d'une personne qui participe à l'activité ou à l'entreprise par une autre personne qui y participe, ou d'omettre de prendre des mesures raisonnables afin que ledit harcèlement prenne fin.

Définition du terme « harcèlement »

19(2) Au présent article, le terme « harcèlement » s'entend, selon le cas :

- a) d'un comportement ou de commentaires, qui s'avèrent de façon répétée offensants ou inappropriés, attribuables aux caractéristiques mentionnées au paragraphe 9(2);
- b) d'avances sexuelles répétées qui sont désagréables et inappropriées;
- c) d'avances sexuelles faites par une personne qui a le pouvoir d'accorder ou de refuser un avantage à la personne qui les subit, si la personne qui fait les avances sait ou devrait normalement savoir que celles-ci sont importunes;
- d) de représailles ou de menaces de représailles adressées à une personne qui a refusé d'accéder à des avances sexuelles.

The image shows several handwritten signatures in blue ink. On the left is a large, stylized signature. On the right, there are several smaller signatures, including one that appears to be 'SS', another that looks like 'Kus', and others that are less legible, possibly 'MP' and 'C.S.'.

Maternity Leave

Maternity leave gives expectant mothers the opportunity to take unpaid leave from work, without the fear of job loss.

What is the difference between maternity leave and parental leave?

Maternity Leave is an unpaid leave, taken by mothers near the end of a pregnancy or immediately afterwards.

Parental Leave is taken by fathers and mothers to care for a child after birth or adoption.

Who qualifies for maternity leave?

Employees who have worked with the same employer for at least seven consecutive months and are expecting to give birth to a child are entitled to take maternity leave.

How long is maternity leave?

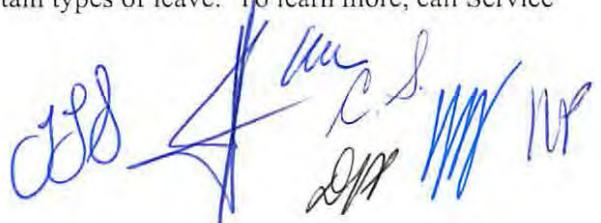
The leave is up to 17 weeks long.

Does the employer need to pay during the leave?

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

Are there programs to pay employees while on leave?

The federal government has income support programs to cover certain types of leave. To learn more, call Service Canada toll-free at 1 800 O-Canada (1-800-622-6232).



When can an employee start her maternity leave?

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

When must employees end maternity leave?

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

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

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

How do employees start the maternity leave?

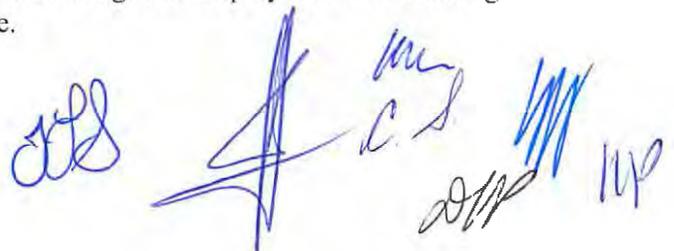
Employees requesting maternity leave must give their employers at least four weeks' written notice before the leave. They must also provide a medical certificate indicating the estimated date of delivery.

What if employees do not give the required notice?

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

Who decides what type of leave an employee is taking?

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

A collection of handwritten signatures in blue ink, including initials like 'JLS', 'C.S.', and 'MP', and a large, stylized signature.

When employees request time off, the employer should ask whether they are advising of a leave available under *The Employment Standards Code* or requesting permission for unpaid time off. Employers do not control when employees can take a leave provided by law, but they do control other types of time off work.

What happens when maternity leave ends?

Employees, who have taken maternity leave and also wish to take parental leave, must do so immediately following the maternity leave, unless the employer agrees to a different arrangement.

How do employees start parental leave after maternity leave?

Employees wanting to take parental leave must give employers notice in writing at least four weeks before the leave. More information can be found on the [Parental Leave](#) fact sheet.

What if employees want to end their Maternity or Parental Leave early?

Employees who want to return to work before their leave has ended must give their employers notice in writing, at least two weeks or one pay period, whichever is longer, before returning to work.

What if the employee's job is no longer available?

Employees must be given a position that is comparable with the same pay and benefits if the job they were doing prior to the leave is no longer available. There may be some circumstances where employers do not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the employer shut down part of their operations and reduced their workforce based on a seniority system.

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

What if the employer refuses to bring the employee back to work?

Employees must be allowed to return to their previous job, or a comparable one, with no loss in pay or responsibilities. Employees who believe they were demoted or terminated because they took or requested a leave can file a claim with Employment Standards.

A collection of handwritten signatures and initials in blue ink, including 'JSD', 'CS', 'MP', and several other illegible marks.

Employers who do not allow an employee to return to work after a leave, may be ordered to pay compensation and in some cases, ordered to return the employee to their job.

How does an unpaid leave affect...

- Termination?

When it comes to how much notice an employer or an employee has to give upon termination, the amount of time spent on the leave has to be included in determining the length of service. See the Termination of Employment fact sheet for more details.

- Vacation?

The leave does not affect the amount of vacation time an employee is entitled to, as the time spent on leave is included in the employees length of service. However, since vacation pay is a percentage of wages earned, the leave will affect the vacation pay. See the Vacations & Vacation Pay fact sheet for more details.

What happens to pension and other benefits while an employee is on leave?

While employees are on unpaid leave the employment is deemed to be continuous. When employees return from the leave, they are still entitled to any benefits they had before the leave and their years of service include the time away on the leave.

What is a period of employment?

The length of time from when an employee starts working for an employer until the day the employment ends.

The period of employment also includes periods of temporary interruption in employment (a layoff, an unpaid leave) seasonal employment, and when an employee returns to work for the same employer after a break of less than two months. Employees who work in a seasonal industry and return to work with the same employer each season have continuous service. Each consecutive season they return adds one more year of service to their total period of employment.

For more information contact Employment Standards:

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

Fax: 204-948-3046

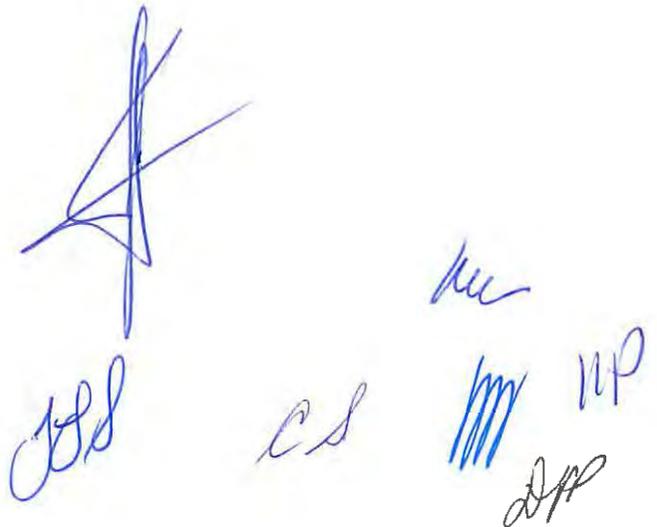


E-mail: employmentstandards@gov.mb.ca

Website: www.manitoba.ca/labour/standards

This is a general overview and the information used is subject to change. For detailed information, please refer to current legislation including *The Employment Standards Code*, *The Construction Industry Wages Act*, *The Worker Recruitment and Protection Act*, or contact Employment Standards.

Date Published: March 31, 2015



Handwritten initials in blue ink, including a large stylized signature, and several smaller initials: CS, CS, MP, and APP.

Parental Leave

Parental leave gives parents the opportunity to take an unpaid leave from work to care for a new child in their family without the fear of job loss.

What is the difference between maternity leave and parental leave?

Maternity Leave is an unpaid leave, taken by mothers near the end of a pregnancy or immediately afterwards.

Parental Leave is taken by fathers and mothers to care for a child after birth or adoption.

Who qualifies for parental leave?

Employees who have worked with the same employer for at least seven consecutive months and have become a parent by birth or adoption are entitled to the leave.

How long is parental leave?

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

Does the employer need to pay during the leave?

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

Are there programs to pay employees while on leave?

The federal government has income support programs to cover certain types of leave. To learn more, call Service Canada toll-free at 1 800 O-Canada (1-800-622-6232).

Handwritten signatures and initials in blue ink, including "CS" and "NP".

How does an employee start parental leave?

Parental leave can begin up to one year after the birth or adoption of a child. Employees requesting parental leave must give the employer at least four weeks written notice before the leave.

Employees who have taken maternity leave and also wish to take parental leave must do so immediately following the maternity leave, unless the employer agrees to a different arrangement.

Who decides what type of leave an employee is taking?

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

When employees request time off, the employer should ask whether they are advising of a leave available under *The Employment Standards Code* or requesting permission for unpaid time off. Employers do not control when employees can take a leave provided by law, but they do control other types of time off work.

What if employees don't give notice?

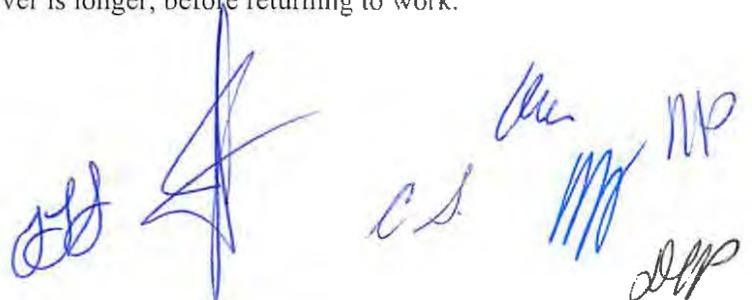
Employees are still entitled to parental leave if they do not give four weeks written notice. If an employee does not give notice, the leave can be shortened by the amount of notice not given. For example, an employee who only gives two weeks written notice would be entitled to 35 weeks leave instead of the full 37 weeks.

What happens when the leave ends?

Employees must be allowed to return to their job, or a comparable job, with the same or greater benefits and pay when they return from leave. Employers may not discriminate or attempt to punish employees for taking a leave.

What if employees want to end their Maternity or Parental Leave early?

Employees who want to return to work before their leave has ended must give their employers notice in writing, at least two weeks or one pay period, whichever is longer, before returning to work.

A collection of handwritten signatures in blue ink, including initials like 'CS', 'MP', and 'DPP', and a large, stylized signature.

What if the employee's job is no longer available?

Employees must be given a position that is comparable with the same pay and benefits if the job they were doing prior to the leave is no longer available. There may be some circumstances where employers do not have a position available for reasons completely unrelated to the leave. For example, employees who are on unpaid leave would not necessarily be protected from losing their jobs if the employer shut down part of their operations and reduced their workforce based on a seniority system.

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

What if the employer refuses to bring the employee back to work?

Employees must be allowed to return to their previous job, or a comparable one, with no loss in pay or responsibilities. Employees who believe they were demoted or terminated because they took or requested a leave can file a claim with Employment Standards.

Employers who do not allow an employee to return to work after a leave, may be ordered to pay compensation and in some cases, ordered to return the employee to their job.

How does an unpaid leave affect...

- Termination?

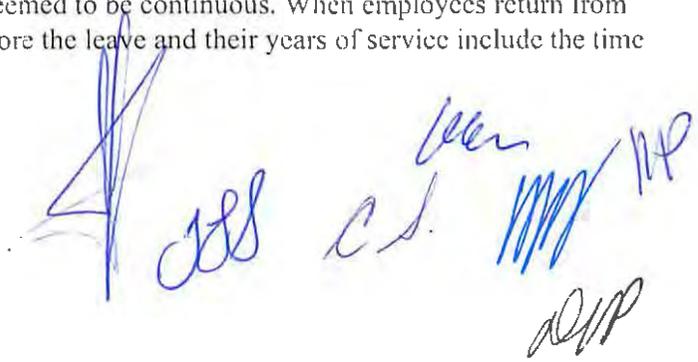
When it comes to how much notice an employer or an employee has to give upon termination, the amount of time spent on the leave has to be included in determining the length of service. See the [Termination of Employment](#) fact sheet for more details.

- Vacation?

The leave does not affect the amount of vacation time an employee is entitled to, as the time spent on leave is included in the employee's length of service. However, since vacation pay is a percentage of wages earned, the leave will affect the vacation pay. See the [Vacations & Vacation Pay](#) fact sheet for more details.

What happens to pension and other benefits while an employee is on leave?

While employees are on unpaid leave the employment is deemed to be continuous. When employees return from the leave, they are still entitled to any benefits they had before the leave and their years of service include the time away on the leave.

A collection of handwritten signatures in blue ink, including a large stylized '4', 'JSS', 'C.S.', 'Jen', 'MMP', 'MP', and 'RVP'.

What is a period of employment?

The length of time from when an employee starts working for an employer until the day the employment ends.

The period of employment also includes periods of temporary interruption in employment (a layoff, an unpaid leave) seasonal employment, and when an employee returns to work for the same employer after a break of less than two months. Employees who work in a seasonal industry and return to work with the same employer each season have continuous service. Each consecutive season they return adds one more year of service to their total period of employment.

For more information contact Employment Standards:

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

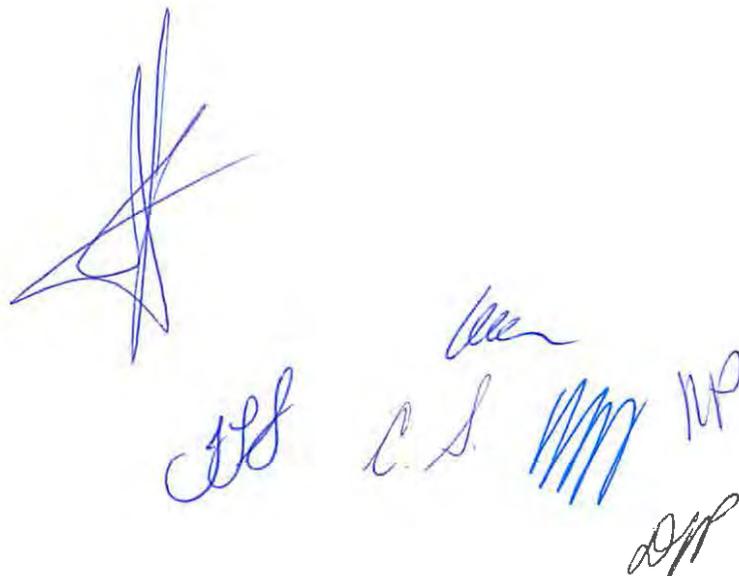
Fax: 204-948-3046

E-mail: employmentstandards@gov.mb.ca

Website: www.manitoba.ca/labour/standards

This is a general overview and the information used is subject to change. For detailed information, please refer to current legislation including *The Employment Standards Code*, *The Construction Industry Wages Act*, *The Worker Recruitment and Protection Act*, or contact Employment Standards.

Date Published: March 31, 2015

A collection of handwritten signatures in blue ink, including a large stylized signature at the top left and several smaller, more legible signatures below it.