

AGREEMENT BETWEEN
THE PEMBINA TRAILS SCHOOL DIVISION
and the
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5121

Covering the Period
July 1, 2016 to June 30, 2021

Note:

The web posting version of this Collective Agreement excludes the Letters of Understanding in which individual names of employees are identified.

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THIS AGREEMENT made and entered as of this 9th day of FEBRUARY, 2017.

BETWEEN:

THE PEMBINA TRAILS SCHOOL DIVISION

(hereinafter referred to as the "Division")

OF THE FIRST PART,

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5121,

(hereinafter referred to as the "Union"),

OF THE SECOND PART.

PREAMBLE:

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settle conditions of employment between the Division and the Union, to promote cooperation and understanding between the Division 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 employment security of all Employees in the bargaining unit of the Union;

AND WHEREAS the Division and the Union have agreed to enter into a collective agreement containing the following terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

ARTICLE 1: RECOGNITION

1.01 The Board of Trustees hereby recognizes C.U.P.E. Local 5121 as the sole collective bargaining agent for the Employees of the Pembina Trails School Division, as defined in Manitoba Labour Board Certificate No. 6883, coming within the scope of this Agreement in respect to wages, hours of labour, and all other terms and conditions of employment.

ARTICLE 2: DURATION OF AGREEMENT

- 2.01 This Agreement shall be made in full force and effect for all Employees listed in Schedule "A" from July 1, 2016 up to and including June 30, 2021.
- 2.02 This Agreement shall continue from year to year following the expiration date in Article 2.01 unless either party gives the other party, in writing, not earlier than ninety (90) days prior and not later than thirty (30) days prior in that year that the Agreement is due to expire or in any year thereafter.
- 2.03 No Agreement shall have any retroactive effect unless specifically provided. Schedule "A" Wages forms part of this Agreement and shall be effective on the date(s) as set out in Schedule "A".
- 2.04 Any changes deemed necessary in this Agreement may be made by mutual consent of both parties at any time during the life of this Agreement.

ARTICLE 3: NO DISCRIMINATION

- 3.01 Except as otherwise permitted, *The Human Rights Code* shall apply.
- 3.02 (a) All provisions in this Agreement have been negotiated in good faith with the specific understanding that the provisions and their administration contain no elements of discrimination. In the event that any of the provisions are deemed to be discriminatory the parties will negotiate the necessary adjustments to ensure there is no increased cost to the Division.
- (b) The Division and the Union agree that no form of harassment as defined in *The Workplace Safety and Health Regulation* shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving harassment shall be dealt with in accordance with the Division Policy on employment related harassment and shall be treated in strict confidence by both the Division and the Union.

Employees against whom a complaint of employment related harassment has been substantiated may be subject to disciplinary action.

Where an Employee makes an unsubstantiated accusation against another person, then that Employee may be subject to disciplinary action.

- (c) Any case of physical assault upon an Employee by another Employee shall be reported forthwith by the Employee suffering the assault, or any other Employee having observed or having knowledge of the physical assault, to the Applicable Administrator. Any Employee alleged to have committed any such physical assault may be suspended immediately without pay and in

cases where a physical assault did occur it will be considered grounds for termination of employment.

ARTICLE 4: DEFINITIONS

4.01 (1) Regular Full Time Employees

are those Employees not designated as a Temporary or Casual who are working as per Article 13 (Hours of Work) of this Agreement, and who have satisfactorily completed ninety (90) working days as a Probationary Employee. Where mutually agreed between the Division and the Union, the probationary period with respect to any Employee may be extended a further thirty (30) days to one hundred twenty (120) working days.

(2) Regular Part Time Employees

are those Employees not designated as a Temporary or Casual who are working as per Article 13 (Hours of Work) of this Agreement, and who have satisfactorily completed ninety (90) working days or one hundred twenty (120) working days as the case may be as a Probationary Employee.

(3) Regular Employees

who are transferred or awarded a position pursuant to Article 6 (Staff Changes) remain as a Regular Employee of the Division but are considered as on a trial period with respect to the new position and are subject to the trial provisions of Article 6 (Staff Changes).

(4) Wherever in this Agreement the term "Regular Employees" is used, it shall mean both Regular Full-time and Regular Part-time Employees. Where the term "Employee" is used it shall mean Regular, Temporary and Probationary Employees.

(5) Temporary Employees

(i) are those engaged to perform a specific task, or for a specific period of time or until the occurrence of a specific event. Where the continuous period of temporary employment exceeds one hundred and fifty (150) days of actual work performed over consecutive working days that Employee shall be deemed to be a Regular Employee as set out in sub-paragraphs (1) or (2).

- (ii) Where a Temporary Employee becomes a Regular Employee by virtue of the passage of time, pursuant to this sub-paragraph, seniority shall commence from the first day of continuous temporary employment. Also, benefits accrued during that period shall continue into the period of regular employment. Where a temporary employment ends prior to completion of a continuous period of one hundred and fifty (150) days of actual work performed over consecutive working days, accrued benefits under this Agreement shall subsist only during the duration of the temporary employment and once that temporary employment terminates and the Employee is again classified as a Casual or is no longer employed at all, the benefits that had been accrued shall cease to be.
 - (iii) The deemed Regular Employee provision of this Article shall not apply to Temporary Employees hired for maternity/parental leave vacancies.
- (6) Regular Full Time, Regular Part Time and Temporary Employees shall, subject to sub-paragraph (4) be eligible to claim all benefits incorporated in this Agreement, except that Temporary Employees shall not have recourse through the grievance and arbitration procedure in the case of discharge. Where the terms and conditions of benefit plans are underwritten by an insurance company or other external carrier, the terms and conditions of the benefits plans shall govern eligibility.
- (7) Casual Employees
 - (i) are those engaged on an irregular or unscheduled basis. Casuals shall not be covered under the provisions of this Agreement. If and when a Casual Employee is continuously employed for more than thirty (30) consecutive working days then that Employee will be designated as a Temporary Employee.
 - (ii) A Casual Employee will be paid the rate of pay at Step 1 in Schedule "A" for the classification in which the Casual Employee is engaged to provide service.
- (8) Probationary Employees
 - (i) are those Employees of the Division who are in the process of fulfilling the initial ninety (90) working days or one hundred twenty (120) working days as the case may be as a probationary requirement as set out in sub-paragraphs (1) and (2).

With the exception of the passage of time as covered in subparagraph (5), prior service as a Temporary or Casual shall not count as part of the probationary period leading up to regular employment.

- (ii) At any time during the probationary period the Employee may be terminated by the Division in its sole and exclusive discretion, and notwithstanding any provisions of this Agreement such termination shall not be grievable nor arbitrable and shall be deemed to have been for just cause.
- (9) For the purposes of this Agreement, the term "School Year" shall be that designated by the Minister of Education as set out in the Regulations to *The Public Schools Act*.
- (10) For the purposes of this Agreement, the term "lateral transfer and/or placement" shall be defined as assuming a different position moving to the rate of pay in the new classification closest to the Employee's current rate of pay which provides for an increase of a minimum of \$.40 per hour. Where there is no rate of pay in the new classification equal to or exceeding the Employee's current rate of pay, that Employee shall be placed on the maximum rate of pay in the new classification.
- (11) Suspension means the temporary removal of an Employee for disciplinary reasons, from a position of employment for just cause.
- (12) Applicable Administrator means the Administrative Officer, as designated by the Superintendent.
- (13) Students employed commencing on or after June 1st and terminating prior to September 30th in any year are not included within the scope of this Agreement.

ARTICLE 5: SENIORITY

- 5.01 Subject to Article 4.01(5), seniority under this Agreement shall apply only to Regular Employees upon completion of their probationary period, but shall be retroactive to the original date of continuous employment.

Seniority shall mean the length of a Regular Employee's continuous service in the bargaining unit.

- 5.02 A seniority list shall be prepared twice per year, once in December and once in June, and posted in the Administration, Maintenance and Transportation Offices. Each Regular Employee shall be permitted a period of twenty (20) working days after posting of such seniority list to protest, in writing, any alleged omission or incorrect listing to the Applicable Administrator, but such protest shall be confined to errors or changes occurring subsequent to the posting of a previous seniority list. In the event the Regular Employee does not file a written protest with the Employer within the time limits stipulated, the list shall be considered as accepted as regards that Regular Employee. However, when an Employee is on vacation, leave of absence or sick leave, the Regular Employee may protest that alleged omission or incorrect listing within twenty (20) working days of his/her return to work. If the Regular Employee's protest is not settled to the satisfaction of the parties to this Agreement and the Regular Employee affected, the matter shall be considered a grievance and shall be processed under Article 9 (Grievance procedure) hereof.
- 5.03 A Regular Employee shall lose his seniority and the Employee's name shall be removed from the seniority list for any one (1) of the following reasons:
- a. Voluntary termination of employment;
 - b. Discharged for just cause and not reinstated;
 - c. Voluntary retirement;
 - d. Failure to return to work following an authorized leave of absence unless through illness or other such reason acceptable to the Division.
- 5.04 Casual Employees shall not accumulate seniority.
- 5.05 Temporary and Probationary Employees shall not accumulate seniority until such time as the Temporary or Probationary Employee becomes a Regular Employee at which time seniority shall commence from the first day of the most recent continuous and unbroken employment.

ARTICLE 6: STAFF CHANGES

- 6.01 Seniority shall be the determining factor in matters of the awarding of positions, transfers, demotions, lay-offs and recalls subject to the Regular Employee having the ability to do the work in the judgment of the employer, having the necessary

qualifications, being able to meet the requirements to perform the job as set out in the job description and having a good employment record.

Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to the certification or recognition of the Union.

- 6.02 The successful applicant will be placed on a trial period of ninety (90) working days in that position. Where mutually agreed upon by the Union and the Applicable Administrator, the Regular Employee may be placed upon a further thirty (30) working days trial period. Conditional upon satisfactory service, appointment shall be confirmed after the ninety (90) working days or one hundred and twenty (120) working days trial period as the case may be. At the discretion of the Applicable Administrator, a further extension period equal to any period of absence from work by the Employee during the trial period(s) may be added to the trial period.
- 6.03 When a Regular Employee, who has assumed a new position but has not completed the trial period, takes an extended leave of absence, as per Article 17 (Sick Leave Provisions) or Article 22 (General Leave of Absence) or Article 24 (Leave of Absence for Union Business), the Regular Employee on the extended leave of absence shall not be guaranteed the position from which the Employee had not completed the trial period due to the Employee not being confirmed in the position.
- 6.04 Temporary and Probationary Employees
- (a) Where a Temporary or Probationary Employee is the successful applicant for a vacancy pursuant to a posting in Article 6.05 which vacancy is the same classification, the Temporary or Probationary Employee shall serve the initial one hundred twenty (120) day probationary requirement (Full Time Employees) or one hundred fifty (150) day probationary requirement (Part Time Employees) but receive credit towards that probationary service equal to the current service within that classification as a Temporary or Probationary Employee.
 - (b) Where a Temporary or Probationary Employee is the successful applicant for a vacancy pursuant to a posting in Article 6.05 which vacancy is not in the same classification, as set out in Schedule "A", as the Temporary or Probationary Employee, the Temporary or Probationary Employee shall serve the initial one hundred twenty (120) days of actual work performed probationary requirement (Full Time Employees) or one hundred fifty days (150) of actual work performed probationary requirement (Part Time Employees) and receive no credit from the current service as a Temporary or Probationary Employee.

- (c) As Temporary or Probationary Employees do not accumulate seniority which may be applied during any Temporary or Probationary employment, seniority shall not be a factor on behalf of these Temporary or Probationary Employees for matters of promotion, transfer, demotion, lay-off and recall during Temporary or Probationary employment.

Job Postings

- 6.05 Where a new position is created, or when a vacancy of a permanent or temporary nature occurs, the Division shall post notices in the Division Website, for a minimum of five (5) working days and inform the President of the Local as to all job postings.
- 6.06 Where a new position of a permanent or temporary nature is created the Division shall notify the President of the Union and discuss details as to the nature and wage rates for the new position. This discussion shall occur prior to the posting of the position as provided in Article 6.05.
- 6.07 Where a prolonged vacancy is expected to occur due to a Regular Employee taking an extended leave of absence, as per Article 17 (Sick Leave Provisions) or Article 22 (General Leave of Absence) or Article 24 (Leave of Absence for Union Business), the position shall be posted as a temporary position for a maximum of fifty-four (54) weeks. Where a Regular Employee takes an extended leave in excess of fifty-four (54) weeks the position shall, after the fifty-four (54) week term, be posted as a permanent position.
- 6.08 Such job posting shall contain the following information:
 - (a) Nature of position, qualifications required, knowledge and educational skills required and test criteria if required, wage or salary rate or range and closing date for applications.
 - (b) Such qualifications shall not be established in an arbitrary or discriminatory manner.
- 6.09 If an Employee proves unsatisfactory or is not confirmed in the position during the trial period, that Employee will be returned to that Employee's former position and salary without loss of seniority and any other Employee transferred because of rearrangement of position shall also be returned to that Employee's former position and salary without loss of seniority.

- 6.10 Notwithstanding the provisions of Articles 6.05 through 6.09, temporary positions with an expected term of sixty (60) working days or less may be filled without posting. However, upon extension of the temporary position beyond sixty (60) working days and upon each or any subsequent extension, the position shall be posted and filled in accordance with Articles 6.05 through 6.09.

ARTICLE 7: MANAGEMENT RIGHTS

- 7.01 Except as otherwise expressly provided, the Division shall have the right, responsibility and authority to manage, operate and regulate the Division and its affairs and functions in all respects.
- 7.02 The Division agrees to exercise its management rights and the terms of this Agreement in a consistent, equitable and non-discriminatory manner.
- 7.03 The Division agrees to provide the Union Executive a copy of decisions regarding job descriptions, job postings, layoff letters, placement letters and discipline letters that pertain to or may affect any or all member(s) of the Union.
- 7.04 No Employee shall be disciplined or discharged except for just cause.
- 7.05 The specific terms of this Agreement shall be the source of any rights that may be asserted by the Union against the Board of Trustees and/or the Division.
- 7.06 The Union and its members agree to observe all the rules and regulations of the Board of Trustees and/or the Division which may now be in force or which may, at any time hereafter be put into effect, provided such rules and regulations do not conflict with any of the provisions of this Agreement.

ARTICLE 8: TEMPORARY WORK

- 8.01 An Employee may be shifted from one position to another, for temporary work, for a period not exceeding sixty (60) working days, but with no downward change in salary rate. When any Regular Employee is shifted pursuant to this Article, it does not constitute a reclassification to a Temporary Employee as defined in Article 4.01(5).

ARTICLE 9: GRIEVANCE PROCEDURE

- 9.01 For the purposes of this Agreement, a "grievance" is defined as a dispute or controversy between the Division and one or more of its Employees or between the Division and the Union concerning the interpretation, application, meaning, operation or alleged violation of this Agreement.
- 9.02 The word "days" as used in this article shall mean working days, other than Saturdays, Sundays, Christmas, Spring or Summer break, or a general holiday as set forth in Article 15 (General Holidays) of this Agreement.
- 9.03 An Employee has the right to representation by a Union Steward and/or C.U.P.E. National Representative at any stage of the grievance procedure.
- 9.04 The grievor and one (1) Union Steward shall be permitted to attend any grievance hearing held within working hours without loss of remuneration.

Employee Grievances

Discussion Stage

- 9.05 Prior to filing any grievance pursuant to this Article, an Employee should, where appropriate, first approach the Employee's immediate supervisor to inform the supervisor of the facts of the matter and seek clarification where warranted. The Employee may choose to be accompanied by a Union Steward. Any discussion at this stage shall be without prejudice to the formal grievance process and shall have no effect on the timelines for filing a grievance as set out in Step 1 below.

STEP 1

Within ten (10) days after the date upon which the Employee first became aware of the action or circumstances giving rise to the grievance, the Employee or Union Steward shall present the grievance in writing to the Applicable Administrator or his/her designate. The Applicable Administrator or his/her designate shall issue a decision in writing to the Employee or Employees affected and to the Union within five (5) days of receipt of the grievance. The grievance shall be submitted in writing and state the nature and particulars of the grievance and the remedy sought.

STEP 2

Failing satisfactory settlement at Step 1 or failing receipt of a decision from the Applicable Administrator or his/her designate, the Employee, through the Union, shall submit the grievance and redress requested to the Secretary-Treasurer or his/her designate within ten (10) days of the date upon which the Applicable Administrator or his/her designate issued or is required to issue his/her answer. Within ten (10) days of the date of receipt of the grievance at this step, the Secretary Treasurer may hold a hearing and discuss the matter with the Employee and/or Union Steward and/or C.U.P.E. National Representative and shall issue his/her decision in writing to the Employee, with copies to the Union Steward and the Union within ten (10) days of the receipt of the grievance at this step.

STEP 3

Failing satisfactory settlement at Step 2 or failing receipt of a decision from the Secretary-Treasurer or his/her designate, the Employee and/or Union Steward and/or C.U.P.E. National Representative shall, within ten (10) days of the date upon which the Secretary-Treasurer or his/her designate issued or is required to issue his/her answer in writing, refer the written grievance to the Board of Trustees. Within ten (10) days of the next regularly scheduled Board meeting, the Board of Trustees shall issue its decision in writing to the Employee with a copy to the Union.

STEP 4

Failing satisfactory settlement being reached in Step 3, the Employee, through the Union, may, within fifteen (15) working days of the receipt of the decision of the Board, give written notice to the Secretary-Treasurer, or designate, of the intentions to refer the dispute to arbitration.

- 9.06 In the case of the dismissal or suspension of an Employee, the grievance shall be presented in writing within ten (10) days of the date of the suspension or dismissal and shall be commenced at Step 3 of the Grievance Procedure and thereafter the time limits specified for the remaining steps shall apply.
- 9.07 If the Division shall fail to comply with any of the time limits specified above, the Employee shall be entitled to submit the grievance to the next stage, including arbitration.

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

9.09 The time limits above may be extended by written agreement of both parties.

Union or Division Grievances

9.10 Union or Division grievances shall be initiated by the grievor giving written notice to the other party within ten (10) days of the date on which the party giving the notice becomes aware or ought to have become aware of the action or circumstances giving rise to the grievance. If the grievance is not settled to the mutual satisfaction of the parties within ten (10) days of receipt of the notice, the grievor may refer it to arbitration. All notices shall identify the article of the current agreement allegedly violated and the redress sought by the grievor.

9.11 Grievances and replies to grievances shall be in writing at all stages.

ARTICLE 10: ARBITRATION

10.01 Failing settlement of any grievance under the procedure set forth in Article 9, (Grievance Procedure), such grievance may be submitted to arbitration.

10.02 When either party requests that a grievance is to be submitted to arbitration, that notice shall be made, in writing, addressed to the other party of the Agreement.

10.03 Within ten (10) working days thereafter, each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. These two (2) arbitrators shall appoint a third person to act as the Arbitration Chair.

10.04 If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon an Arbitration Chair within ten (10) working days after their nomination, the appointment shall be made by the Manitoba Labour Board upon the request of either party.

10.05 The decision of the Arbitration Board shall be final and binding on both parties, but in no event, shall the Board of Arbitration alter, modify or amend this Agreement in any respect.

- 10.06 The parties of this Agreement request that the Board of Arbitration hand down its decision within fifteen (15) working days from the date of the hearing.
- 10.07 Each party shall pay the fees and expenses of its appointee and one-half (1/2) of the fees and expenses of the Chair.
- 10.08 The time limits fixed in both the grievance and arbitration procedures may be extended by the mutual consent of both parties.
- 10.09 Nothing herein shall prohibit the Division and Union from agreeing on a single arbitrator. If such is agreed, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to a single arbitrator.
- 10.10 The Division shall permit the grievor and one (1) Union Representative to attend any arbitration hearing held within working hours without loss of remuneration.

ARTICLE 11: LAY-OFF AND RECALL

- 11.01 (a) An Employee who normally works 7 hours per day and whose hours have been reduced by the Division shall have the option of accepting the reduction or invoking the lay-off procedure.
- (b) Other Regular Employees whose hours of work have been unilaterally reduced by one hour or more per day shall have the option of accepting the reduction or invoking the lay-off procedure.
- 11.02 None of the provisions of this article apply to ten (10) month Employees who are not required to work during school closures (Christmas, Spring and Summer breaks), inservice/administration days.
- 11.03 Unless legislation is more favorable to the Regular Employee, the Employer shall notify Regular Employees who are to be laid off twenty-one (21) calendar days prior to the effective date of layoff. If the Regular Employee has not had the opportunity to work the days as provided above, the Regular Employee shall be paid in lieu of such notice. In cases where a Temporary Employee is no longer required, the Division shall give that Temporary Employee at least eight (8) hours notice of termination.

11.04 Both parties recognize that job security shall increase in proportion to the length of service. Therefore, a Regular Employee who is laid off may, subject to their procedure set out in Article 11.05 below, displace another Regular Employee within scope of this Agreement who possesses less seniority or displace any Temporary Employee, Probationary Employee or Casual Employee, provided that the more senior Regular Employee is, in the sole opinion of the Division, qualified and able to perform the job of the less senior Regular Employee or Temporary Employee, Probationary Employee or Casual Employee as set out in the job description, within a reasonable orientation period.

11.05 A Regular Employee to be laid off who chooses to displace another Regular Employee, Temporary Employee, Probationary Employee or Casual Employee must provide notice to the Division of his/her intent to displace and the name of the less senior Regular Employee, Temporary Employee, Probationary Employee or Casual Employee to be displaced within five (5) working days of receipt of his/her notice of layoff. Regular Employees who fail to provide such notice within the required time frame will forfeit their right of displacement and will be placed on the recall list. Temporary Employees, Probationary Employees and Casual Employees shall have no right to displacement.

11.06 (a) Where a Regular Employee has been displaced by a more senior Regular Employee pursuant to the provisions of Article 11.05 and the Regular Employee so displaced shall be deemed to be laid off and the process as set out in Article 11.05 shall apply to the displaced Regular Employee.

(b) When a Regular Employee is laid off, the Employee may displace a less senior Employee, provided the Employee is qualified and able, in the judgment of the Division, to perform the job of the less senior Employee as set out in the job description. Should the laid off Employee not have sufficient seniority or is not immediately qualified to perform the duties of a less senior Employee, the laid off Employee shall be placed on the recall list, with copy furnished to the Union.

11.07 Regular Employees shall be recalled in order of their seniority. When a recall situation has arisen, the Division shall immediately notify, by registered letter to the last reported address of the Regular Employee, the most senior laid off Regular Employee who possesses, in the judgment of the Employer, the ability to do the work, the necessary qualifications, the requirements to perform the job as set out in the job description, and a good employment record. The Regular Employee must respond within ten (10) calendar days of receipt of notice of recall and must be prepared to return to work within thirty (30) calendar days of the Regular Employee's response to the Division. No new Regular or Probationary Employees

shall be hired until those laid off have been given an opportunity of recall. Where an Employee on the recall list has been offered and refused a similar position of the same number of hours or a greater number of hours than those worked at the time of lay-off, that Employee shall be deemed to have resigned.

- 11.08 (a) In the event that temporary work assignments become available during normal school closures, the Division may offer such temporary employment to the ten (10) month Regular and Temporary Part Time Employees on seasonal lay-off.
- (b) Any Employee interested in undertaking such temporary work assignments shall advise the Applicable Administrator or designate, in writing, by May 1 of each year, as to the Employee's interest in accepting such temporary assignments or casual assignments. Assignment to such temporary work requires the Employee to have the ability to do the work in the judgment of the Employer, have the necessary qualifications, be able to meet the requirements to perform the job as set out in the job description and have a good employment record. Where all criteria are deemed equal by the Employer seniority shall prevail.
- (c) The rate of pay and benefits shall be the rate of pay and benefits prevailing for the temporary assignment, notwithstanding the normal rate of pay and benefits of the ten (10) month Employee.

11.09 No Employee shall be permitted to remain on the recall list in excess of eighteen (18) months following the month in which the lay-off occurred. If a suitable position has not been offered within eighteen (18) months, employment with the Division will be deemed to have been terminated, and the Employee's name shall be removed from the recall list, and the Division shall inform the Employee in writing of this action.

11.10 This article shall apply to Regular Employees only.

ARTICLE 12: WAGES AND PAY PRACTICES

12.01 The Division shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.

12.02 Salaries shall be paid on a bi-weekly basis, normally every second Friday. At the end of each pay period, the Division will provide each Employee with a breakdown of the Employee's earnings, indicating the regular hourly rate, the number of hours

worked, the number of hours paid as statutory holidays and the amount paid as vacation pay.

- 12.03 When an Employee is required because of absence to assume the duties of a higher classification, the Employee shall be laterally placed on the scale of the assumed position commencing on the third day of assuming such duties. Such pay shall be retroactive to the first day of the commencement of such duties.
- 12.04 Normally, all Employees shall move to the next highest step on the salary scale on the first day of the month in which their anniversary occurs.
- (a) Regular and Temporary Employees employed by the Division in a position outside the scope of this Collective Agreement and who becomes employed in a probationary, temporary or regular position within scope of this collective agreement shall have as their anniversary date for increments, their most recent date of continuous employment with the Division within scope of this Collective Agreement.
 - (b) Employees currently employed within scope of this Collective Agreement who move from one classification to another, both within scope of this Collective Agreement, shall retain their current anniversary dates for increments.
- 12.05 Employees within this Agreement hired in a new classification shall be placed at the step in the new classification at the rate of pay closest to the Employee's current rate of pay which provides for an increase of a minimum of \$.40 per hour.
- 12.06 Employees will normally be hired at Step 1 of their classification. Should it be considered necessary to hire an Employee at other than Step 1, the Union shall be notified.
- 12.07 As conditions of employment and to be eligible to receive paid wages, the following shall apply:
- (i) Each Employee must have established a bank account into which the wages are to be deposited directly by the employer with the Employee having signing authority over that bank account either exclusively or as part of a joint account held with one or more other individuals.

- (ii) Each Employee must fully complete and sign all applicable benefit forms and payroll related documents as may be required and submit same to the Employer prior to the commencement of active employment.
 - (iii) Failure to comply with the requirements of paragraphs (i) and (ii) above shall obligate the Employer to withhold the payment of wages until such time as the Employee has fully complied with the provisions.
- 12.08 (a.) Regular and Temporary Employees who work an irregular schedule defined as an ongoing schedule where the number of hours worked are not the same on each day shall be required to submit time sheets for all hours worked and shall be paid on the pay period following the pay period when the hours are worked (two (2) week lag).
- (b.) Regular and Temporary Employees who:
- (i) have exhausted their accumulated sick leave through use; or
 - (ii) are returning from Worker's Compensation benefits leave on a gradual return, working less than the regular hours worked prior to the Worker's Compensation benefits leave, shall be required to submit time sheets for all hours worked and shall be paid on a one (1) week lag. When an Employee who has exhausted his/her accumulated sick leave through use (12.08(b)(i)) and is paid on a one (1) week lag, accumulates a sick leave bank balance of at least sixty (60) hours, that Employee will be removed from the one (1) week lag. An Employee who is on a gradual return to work will be removed from the one (1) week lag when that Employee returns to his/her normal work schedule and accumulates a sick leave bank balance of at least sixty (60) hours.

ARTICLE 13: HOURS OF WORK

13.01 All full-time Employees shall work thirty-five (35) hours per week, seven (7) consecutive hours per day, during Monday to Friday, inclusive.

The hours of work set out above are exclusive of a one (1) hour lunch break.

13.02 The normal work day for such Employees shall be between 7:00 a.m. and 8:00 p.m. and are exclusive of a one (1) hour meal break. Employees may reduce their meal break by up to thirty (30) minutes and finish their work day by a corresponding amount of time earlier than normal with the approval of the Applicable

Administrator. Such a reduction shall still fall within the prescribed hours of work. Coffee breaks may not be used to reduce an Employee's work day.

13.03 Some positions may be exempt from the daily hours described in Article 13.02 due to the nature of the jobs.

13.04 Employees shall normally work the full calendar year unless otherwise hereinafter specified below:

- a. Computer Support Specialists;
- b. Ten (10) month Administrative Secretaries;
- c. Other positions as may be required from time to time.

The Employees listed in (a) through (c) above shall normally work the School Year.

13.05 The Division shall establish, in its sole discretion, the requirement for additional working days for Employees working in the Ten (10) Month Administrative Secretaries classification and the times when such days are to be worked. Additional working days shall not normally exceed ten (10) in number.

13.06 For the Ten (10) Month Administrative Secretaries, the additional days beyond the School Year shall be consecutive working days immediately following the termination of the School Year or immediately preceding the opening of the School Year unless the Employee otherwise agrees in writing.

13.07 Employees shall receive rest breaks as follows:

- Less than 3 ½ hours – no break;
- 3 ½ hours or more and less than 7 hours – one break;
- 7 hours or more - two breaks.

ARTICLE 14: OVERTIME

14.01 Overtime work shall not be performed nor paid for unless authorized by the Applicable Administrator. Where an emergency arises which emergency must be addressed by an Employee and prior authorization from the Applicable Administrator cannot be obtained or is impractical to obtain, that Employee shall attend to that emergency and all required overtime resulting therefrom shall be paid.

- 14.02 (a) Employees who normally work less than an eight (8) hour day but who are required to work overtime shall be paid at the rate of straight time for hours so worked up to eight (8) in that day. Overtime will not be paid until after eight (8) hours. The established overtime rates will be paid accordingly thereafter.
- (b) All time worked over eight (8) hours of work in any one day, Monday to Friday, and all time worked on Saturday shall be paid for at time and one half (1.5) in the first four (4) hours and double time thereafter. All time worked on Sunday shall be paid for at double the standard rate of pay. All time worked on a statutory holiday shall be paid for at double the standard rate of pay in addition to the regular day's pay.
- 14.03 An Employee who is called to return to work shall receive a minimum of three (3) hours pay at straight time as provided in *The Employment Standards Code* of the Province of Manitoba.
- 14.04 Employees who normally work less than an eight (8) hour day but who are required to work overtime shall be paid at the rate of straight time for hours so worked up to eight (8) in that day. Overtime will not be paid until after eight (8) hours.
- 14.05 An allowance of \$10.00 for lunch money shall be provided in the event of an Employee working three (3) hours past the Employee's regular quitting time.
- 14.06 An Employee may accumulate overtime which has been approved by the Applicable Administrator or his/her designate. The accumulated overtime may be taken as compensating time off at a time mutually agreed upon between the Employee and the Applicable Administrator. If a mutually acceptable time cannot be agreed upon within thirty (30) calendar days of the overtime having been worked, the Employee shall be paid for the accumulated overtime at the Employee's current rate of pay. The time accumulated will be subject to the guidelines as per Article 14.02. This Article only applies to time worked over eight (8) hours per day or forty (40) hours per week.
- 14.07 An Employee ceasing to be an Employee, or being laid off, shall be paid for all accumulated overtime not taken at her then current rate of pay.

ARTICLE 15: GENERAL HOLIDAYS

15.01 The following shall be recognized as general holidays with pay:

- | | |
|-------------------|---------------------|
| a) New Year's Day | f) Terry Fox Day |
| b) Louis Riel Day | g) Labour Day |
| c) Good Friday | h) Thanksgiving Day |
| d) Victoria Day | i) Christmas Day |
| e) Canada Day | j) Boxing Day |

15.02 Any other holiday proclaimed by Federal or Provincial Statute or the City of Winnipeg shall also be recognized as general holidays with pay.

15.03 Remembrance Day shall be observed as a paid day at the Employee's regular rate of pay in the same manner as any other statutory holidays are observed. Where Remembrance Day falls on a Saturday or Sunday the day will be observed on a day as determined by the Superintendent.

15.04 An Employee who is required to work on a general holiday shall be paid two (2) times the Employee's regular rate for all hours worked, in addition to the pay for the holiday. If mutually agreed, the Employee shall be entitled to receive subsequent equivalent time off for all hours worked on the holiday at the applicable overtime rate provided that such time off is given within thirty (30) days of the general holiday or at such later date as agreed upon between the Division and the Employee affected. If a mutually agreeable time cannot be agreed upon within thirty (30) days of the holiday having been worked, the Employee shall be paid for the holiday.

15.05 Eligibility and payment for general holidays shall be as provided in *The Employment Standards Code* of the Province of Manitoba.

15.06 Where a general holiday falls on a Saturday or Sunday, the holiday will be observed on the day immediately preceding or following the said holiday, subject to the schools being closed on the day submitted.

15.07 Notwithstanding the foregoing, a casual Employee shall be eligible for payment for a general holiday only when that Employee has qualified for such payment pursuant to *The Employment Standards Code*.

15.08 Where a general holiday falls within the vacation period of a twelve (12) month Employee, one additional day shall be added to the Employee's vacation entitlement in lieu of the statutory holiday.

ARTICLE 16: ANNUAL VACATIONS

16.01 A vacation year shall be defined as the time period from July 1 to June 30 of any calendar year.

16.02 For the purpose of the Agreement an Employee who normally works during the school year and who has served the Division throughout the past school year shall be deemed to have completed one (1) year of service for each school year so served.

16.03 Employees not covered by any Letter of Understanding with respect to vacation entitlements shall be entitled to vacation with pay on the following basis for the period commencing the first day of the month following the signing of the Collective Agreement:

- (i) An Employee with less than eight (8) years' service shall receive fifteen (15) vacation days with pay;
- (ii) An Employee with eight (8) or more years' service but less than fifteen (15) years' service shall receive twenty (20) vacation days with pay;
- (iii) An Employee with fifteen (15) or more years' service but less than twenty-five (25) years' service shall receive twenty-five (25) vacation days with pay;
- (iv) An Employee with twenty-five (25) or more years' service shall receive thirty (30) vacation days with pay.

16.04 The following shall apply to ten (10) month Employees. Vacation pay shall be paid with each pay cheque as follows

- a) Employees not covered by any Letter of Understanding with respect to vacation entitlements shall be entitled to vacation with pay on the following basis:

- (i) An Employee with less than eight (8) years' service shall receive fifteen (15) vacation days with pay – 6% of eligible earnings;
 - (ii) An Employee with eight (8) or more years' service but less than fifteen (15) years' service shall receive twenty (20) vacation days with pay – 8% of eligible earnings;
 - (iii) An Employee with fifteen (15) or more years' service but less than twenty-five (25) years' service shall receive twenty-five (25) vacation days with pay – 10% of eligible earnings;
 - (iv) An Employee with twenty-five (25) or more years' service shall receive thirty (30) vacation days with pay – 12% of eligible earnings.
- (b) No portion of vacation pay shall be used to continue wages during the Christmas Break period or Spring Break period, except for any vacation pay which is attached to general holiday payments as required by Article 15.

16.05 Calculations of Payments

Actual Service (Hours) during the service year

Maximum service (hours) during the applicable service year	X	Rate of vacation entitlement	X	Employee's vacation entitlement (hours) for the service year	X	Prevailing hourly rate at time of payment	=	Total Vacation Paid
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Each year of service will not include a leave(s) of absence without pay. Where service is interrupted, then the Employee's vacation will be prorated in accordance with the above formula. Actual hours of service shall mean all regular paid hours actually at work. Leaves without pay described below shall be deemed to be included in actual service.

A leave of absence without pay is any leave of absence without pay except for the following:

- Maternity, Adoptive or Parental Leave up to the maximum permitted under *The Employment Standards Code*;
- Leaves of absence without pay for any period of 5 consecutive days or less;
- For ten (10) month Employees, the Christmas Break, Spring Break or Summer;
- Periods away from work while in receipt of Worker's Compensation benefits.

12 Month Employees

- (a) Twelve (12) Month Employees shall accrue their vacation entitlement on a monthly basis. Employees may take their accrued vacation upon request provided that they have received approval of the Applicable Administrator for that request.
 - (b) Employees will be allowed to carry over a maximum of ten (10) days of vacation to the next vacation year.
- 16.07 (a) For purposes of determining the rate or amount of vacation entitlement under Article 16.03 or 16.04, the length of service shall mean length of service with the Division.
- (b) Employees awarded positions within scope of this Collective Agreement who are currently occupying positions within scope of any other Collective Agreement or in exempt employment, shall not bring forward into this Collective Agreement any accumulated vacation balances accrued while employed within scope of those other Collective Agreements or exempt employment positions but shall be paid out to the Employee or taken prior to commencing employment within scope of this Collective Agreement.
- 16.08 A record of all vacation accruals will be kept by the Division and shall appear on the Employee's earnings statement except for unrecorded vacation days taken.

ARTICLE 17: SICK LEAVE PROVISIONS

- 17.01 Sick leave means the period of time an Employee is absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.
- 17.02 The Division shall provide full sick leave entitlement to a pregnant Employee who, as a result of her condition either before or after delivery, is unable to be at work and perform her regular duties due to a valid health-related condition. The pregnant Employee shall follow current proof of claim procedures for sick leave entitlement as may be required by the Division.
- 17.03 An Employee shall begin to accumulate sick leave credit on the basis of two (2) days for each completed month of service, to a maximum of one hundred and twenty (120) days.

17.04 (a) Sick leave is not payable to an Employee:

- (i) while engaged in other employment for wage or profit with another employer, except when such employment occurs as a result of a program of rehabilitative employment approved by the long-term disability insurance plan, or when such employment is an additional employment that has been concurrently held by the Employee and is one that is not incompatible with the Employee's medical condition;
- (ii) whose illness results from the use of drugs or alcohol and who is not receiving continual treatment and care from a licensed physician or in a recognized program of treatment for the use of drugs or alcohol;
- (iii) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from an automobile insurance plan to the extent that such benefits and sick leave exceed the Employee's normal salary. In such cases where an Employee uses his/her accumulated sick leave the Employee shall reimburse the Division the amount of wage loss received from the automobile insurance plan and the corresponding amount of the Employee's sick leave will be reinstated;
- (iv) is absent from work because of plastic surgery performed solely for cosmetic purposes not attributable to an illness or injury.

(b) Sick leave credits shall continue to accrue while an Employee is receiving paid sick leave.

17.05 A request for additional paid sick leave may be submitted to the Board. Such request shall be accompanied by a physician's letter or certificate giving full details of the reason for the request. Such further extended sick leave shall be at the discretion of the Board.

17.06 The Secretary-Treasurer shall reflect on an Employee's bi-weekly earnings statement the most recent available accumulated sick leave balance subject to adjustment for unrecorded sick leave taken.

17.07 An Employee shall be credited with all sick leave credits accumulated prior to the date of this Agreement.

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

17.09 **Proof of Illness**

- (a) For all absences of five (5) consecutive days or more, due to illness, an Employee shall be required to produce a certificate on a sick leave form acceptable to the Division and completed by a duly qualified medical practitioner disclosing all relevant and pertinent information. A certificate may be requested for any period less than five (5) days should the Division consider it necessary.
- (b) Medical information provided to the Division shall include the following relevant and pertinent information:
 - instances of five (5) consecutive days but less than ten (10) consecutive days will address section 1 and 2 below;
 - instances of absence of ten (10) consecutive days and longer shall address sections 1 through 6 inclusive.
 1. Physician has examined the patient;
 2. Patient has or did have a medical condition that required(s) absence from work;
 3. Patient is receiving and participating in treatment/recovery plan;
 4. Anticipated return to work to full duties;
 5. Prognosis/anticipated duration of illness;
 6. Any restrictions/modifications to workplace or duties that are anticipated to be necessary in order to return the Employee to work at an earlier date.

Any fee to be paid to the medical practitioner to complete the certificate or report with respect to the information required for sections 1 and 2 shall be borne by the Employee. Any fee to be paid to the medical practitioner to complete the certificate or report with respect to the information required for all sections 1 through 6 shall be borne by the Employee up to a limit of \$25.00 per certificate or report and the Division shall bear the cost of such fees per certificate or report where such fees exceed \$25.00.

17.10 Workers' Compensation Board benefits shall be administered in accordance with Addendum No. 1.

17.11 Should the Board remain entitled to a Premium Rate Reduction as a result of maintaining a Wage Loss Replacement Plan, the Employee's share, currently five-twelfths (5/12) of the difference between the standard employer premium rate and

the reduced premium rate shall be paid to each Employee. Payment of such premium reduction rebate shall be paid on each pay cheque.

17.12 An Employee qualifies for sick leave when hospitalized during the Employee's vacation. There shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, at the Division's option, either be added to the vacation period or reinstated for use at a time mutually agreed upon between the Employee and the Division.

17.13 Should the Employee on sick leave have exhausted all sick leave credits and a mutual determination has been made by the Union and the Applicable Administrator that this Employee's return is uncertain, the position shall be declared to be vacant and become subject to the relevant provisions of the Collective Agreement.

17.14 **Family Medical Leave**

An Employee may use up to an overall maximum of five (5) days of his/her accumulated sick leave per fiscal year to care for his/her children, spouse, parents or parents-in-law in the event of illness/injury or to attend to medical tests and/or medical appointments with such family member. A leave of absence form must be completed either before or after the absence.

Where this occurs and both parents of a particular child are Employees within scope of the Agreement, both parents may not access the provisions of this paragraph concurrently.

The Division may require a doctor's certificate to verify such usage.

ARTICLE 18: MATERNITY LEAVE

18.01 *The Employment Standards Code* applies to maternity leave and is attached as Informational Exhibit No. 1 to the Agreement.

ARTICLE 19: PARENTAL LEAVE

19.01 *The Employment Standards Code* applies to parental leave and is attached as Informational Exhibit No. 2 to the Agreement.

ARTICLE 20: BEREAVEMENT LEAVE

- 20.01 An Employee shall be granted a maximum of five (5) days absence without loss of pay in the case of the death or serious illness of or serious injury to a spouse, child, father, father-in-law, mother, mother-in-law, daughter-in-law, son-in-law, grandchild, stepchild, or step-parent.
- 20.02 An Employee shall be granted a maximum of three (3) days absence without loss of pay in the case of the death or serious illness of or serious injury to a brother or sister.
- 20.03 An Employee shall be granted a maximum of two (2) days absence without loss of pay in the case of the death or serious illness of or serious injury to a grandparent, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
- 20.04 Subject to approval by the Applicable Administrator, one (1) day leave may be granted without loss of salary or wages to attend a funeral as an active participant such as pallbearer, delivering a eulogy or similar responsibility.
- 20.05 *The Employment Standards Code* applies to Compassionate Care Leave and is attached as Informational Exhibit No. 3 to the Agreement.

ARTICLE 21: JURY DUTY

- 21.01 When a Regular Employee is absent from work to perform jury service or to testify as a crown subpoenaed witness or in his/her capacity as a Division Employee, the Division will pay to the Employee his/her regular rate of pay for each hour she would have worked had he/she not been on jury duty, provided however, any jury fees, or as a witness, any witness fees received by her for performing such service or giving such evidence is submitted to the Employer. The Employee shall immediately notify the Division upon becoming aware of his/her requirement to attend at court.
- 21.02 The Employee shall, where possible, make himself/herself available for duty at his/her job during regular working hours when he/she may not be required at court.

ARTICLE 22: GENERAL LEAVE OF ABSENCE

22.01 The Division may grant a leave of absence with or without pay and without loss of seniority.

22.02 An Employee who is on unpaid leave of absence may, so long as the appropriate benefit plans permit, continue his/her benefit coverage for a period of up to one (1) year by paying both his/her share and the Division's share of any premiums payable.

22.03 Employees shall not absent themselves from duty for reasons of religious holy days without first securing permission from the Applicable Administrator or designate. All requests for such approval shall be made through the Applicable Administrator on the form prescribed.

- (i) Employees desiring to observe recognized religious holy days will substitute up to two (2) days' time off with pay by substituting alternate days as mutually agreed between the Employee and the Applicable Administrator for religious holy days that Employee requires.
- (ii) An Employee substituting religious holy days will, where practical, be allowed to work in his/her regular job classification and work location. Where this is not practical, the Employee may be redeployed to a position he/she is qualified for at a suitable work site. Employees substituting days will receive their regular rate of pay on those general holidays they choose to work.
- (iii) The following notification period will apply:
 - (a) for Employees requiring religious holy leaves prior to October 15th, ten (10) working days' notice in writing shall be given to the Division, for Employees requiring religious holy days after October 15th, notice in writing of leave required prior that school year shall be given by September 30th;
 - (b) for those Employees commencing employment with the Division at a time other than the start of the school year and who require religious holy leave, notice in writing, shall be given to the Division within ten (10) working days of active employment;
 - (c) where the appropriate notice has not been given to the Division, the Division shall provide religious holy days and the day substituted shall be at the Division's discretion.

ARTICLE 23: UNION BUSINESS

- 23.01 Any Employee who is an officer or member of the Union shall be granted leave of absence for Union business, provided that the Local's aggregate of all such leaves granted under this Article shall not exceed twenty (20) working days in any calendar year, and provided that a replacement satisfactory to the Division can be found. In computing the said twenty (20) day period, leave of absence granted to any said officer or member for the purpose of negotiating with the Division or assisting a member with a grievance shall not be counted. (All such requests will be made by the Union in writing at least ten (10) days in advance, whenever possible.)
No additional leave of absence shall be taken for the above-mentioned purpose except with the consent of the Division.
- 23.02 In addition to the leaves of absence set out in the foregoing clause, any Employee of the Division elected or appointed to a full time position in the Union will be granted a leave of absence by the Division for a period of up to one (1) year, provided that such Employee gives the Division notice at least one month before the commencement of such leave. No more than one Employee will be on such leave of absence at any one time.
- 23.03 An Employee shall retain all of the Employee's seniority rights during absence on a leave granted pursuant to this Article. On return, the Employee shall be placed in the Employee's former or a comparable position with not less than the same wages and benefits.
- 23.04 During the period an Employee is on leave of absence under this Article, the Employee shall remain eligible to apply for any position posted provided the Employee is available to take the position when requested by the Division.
- 23.05 (a) Where Board permission has been granted to representatives of the Union to attend joint meetings with the Board's representatives to carry out negotiations or to attend joint meetings with respect to a grievance or labour management, those Employees shall suffer no loss in pay for time spent at those joint meetings. When grievance meetings or hearings are held the Union may have present the Grievor, the President or designate and any other representative who is not an Employee of the Division. Should the Union desire to have additional representatives who are Employees of the Division and would be attending during their normal work shift, those Employees may attend with no loss of wages or benefits but the cost of wages and benefits shall be reimbursed to the Employer by the Union. When labour management meetings are held, the Union may have two (2)

representatives present. Any of the two (2) representatives of the Union who are in the employ of the Division shall have the right to attend labour management meetings held within working hours without loss of pay.

- (b) The Division agrees that an Employee, where permission has been granted, shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (c) For purposes of this Article and any other Article in this Agreement where provisions exist that the Union shall reimburse the Employer for the cost of wages and benefits, the following definitions shall apply:
 - (i) Wages shall mean the applicable hourly rates of pay multiplied by the number of hours that the Employee is away from the Employee's regular work assignment, including vacation pay where such is paid with each salary payment and, subsequently, any retroactive pay where a general salary increase is applied to these hours.
 - (ii) Benefits shall include the cost of benefits paid by the employer in respect of the foregoing hours and shall include but not be limited to the employer share of Canada Pension Plan Contributions, employer share of Employment Insurance Premiums, employer matching contributions into the M.S.B.A. Pension Plan, employer administrative charge paid into the M.S.B.A. Pension Plan, employer share of Group Life Insurance premiums, employer share of Workers' Compensation Board premiums and employer share of any other insurance or benefits plans.

ARTICLE 24: BENEFITS

24.01 Where the terms and conditions of benefit plans are underwritten by an insurance company or other external carrier, the terms and conditions of the benefits plan shall govern eligibility.

- (a) The Union acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Benefits Plans referenced in Article 24.
- (b) The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Benefits Plans referenced in Article 24.

24.02 **Salary Continuance**

- (a) The Division shall administer a contributory salary continuance plan, which is limited to eligible Regular Employees with such plan approved by the Division. Such Employees shall have deducted from their salary a premium as determined by the plan's carrier.
- (b) The Union shall be consulted prior to any change in the plan sponsor or carrier.
- (c) The Division shall administer a Long Term Disability Plan with premiums to be borne fully by each Employee.

24.03 **Group Insurance**

The Division will administer the Manitoba Employees Group Life Insurance Plan ("MPSEGLIP") which is limited to Regular Employees.

24.04 **Pension**

All Employees who are covered by this Agreement and who are required to enrol in the Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba shall participate in the Plan according to the terms and conditions of the Plan Text.

ARTICLE 25: MILEAGE AND PARKING

25.01 All Employees required to use their vehicle on Division business shall receive mileage payments in accordance with rates as established by the Board from time to time.

25.02 Where an Employee avails oneself of a parking space the Employee shall pay parking fees in accordance with rates established by the Board from time to time.

ARTICLE 26: UNION SECURITY

- 26.01 (a) Except as hereinafter provided, the Division will deduct Union dues, only from Regular and Temporary Employees, whether or not an Employee is a member of the Union, on a monthly basis, the amount of regular monthly membership dues payable by a member of the Union.
- (b) The Union agrees that in accordance with *The Labour Relations Act*, an Employee, whom by affidavit, states that the Employee is a member of a religious body or sect that precludes membership in or financial support to a Trade Union, the monies collected shall be turned over to a charity of the Employee's choice.
- 26.02 The Union shall advise the Division of the amount of the dues or special assessments to be deducted and all amounts so deducted shall be forwarded by the Division to the Union not later than the twentieth (20th) day of the month following the month in which the deduction was made, together with a list of names and amounts deducted from those Employees from whom deductions have been made.
- 26.03 The Treasurer of the Union shall notify the Division in writing of any changes in the amount of the dues or of any special assessments at least one month in advance of the end of the pay period in which the deduction is to be made.
- 26.04 The Union agrees that there shall be no solicitation of members on the premises of the Pembina Trails School Division during working hours except as permitted by this Agreement.
- 26.05 In consideration of the Division making the compulsory check-off of Union dues as herein provided, the Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of Union dues provided for in Article 27.

ARTICLE 27: UNION REPRESENTATIVES

- 27.01 Representatives of the Union shall, with the approval of the Division, be entitled to visit the workplace of any Employee at all reasonable times during the normal working hours applicable to such workplace for the purpose of communicating with such Employees, provided that visits shall not result in unnecessary disruption of operations carried on in the workplace. Such approval shall not be unreasonably withheld.

27.02 The Union agrees it will not pursue any Union activity on the School Division premises, during work hours, and/or at the Employer's expense, save as expressly permitted by the School Division in its discretion

ARTICLE 28: EMPLOYEE PERFORMANCE REVIEW

- 28.01 (i) An Employee shall have the right to have reasonable access to and review his/her personnel record, and upon written request, an Employee shall have the right to have an exact copy of his/her personnel record.
- (ii) It shall be understood that requests for copies will be accommodated as the Division's work requirements permit.
- (iii) The Division will not introduce as evidence at any arbitration hearing and an Arbitration Board shall not accept as evidence any document which is disciplinary in nature, unless the Employee has been previously advised of the nature of the discipline and has been provided with a copy of such document.

28.02 When a formal assessment of an Employee's performance is made, the Employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The Employee shall have the right to place her own comments in a space provided on the form prior to her signing. Immediately upon the Employee signing the assessment form, the Employee shall be handed an exact copy for the Employee's own record.

28.03 The Division agrees that it will not introduce at any arbitration hearing any documents adverse to the Employee which were not filed in the Employee's Divisional personnel file at the time of or within a reasonable time following the document's creation.

ARTICLE 29: DISCIPLINE

29.01 When an Employee is required to attend a meeting regarding unsatisfactory job performance or to discuss matters which might result in the imposition of discipline, the Employee shall be advised of and is entitled to have a representative of the Union present at all times.

29.02 A Regular Employee shall be dismissed only upon the authority of the Board. Employees may be suspended only under the authority of the Superintendent, save and except in cases of emergency. In emergency situations, the Applicable

Administrator may suspend an Employee for a short period and immediately report such suspension to the Superintendent or Designate. Such Employee and the Union, shall be advised promptly, in writing, by the Superintendent or Designate as to the reasons for such suspension, or, by the Board of the reasons for such dismissal.

- 29.03 An Employee considered by the Union to be wrongfully suspended or discharged shall be entitled to a hearing under Article 9, Grievance Procedure. Steps 1 and 2 of the Grievance procedure shall be omitted in such cases.

ARTICLE 30: BULLETIN BOARD

- 30.01 The Union shall seek to first obtain the approval of the Applicable Administrator for any material to be posted and provide a copy of such material to the Applicable Administrator.

ARTICLE 31: INTERPRETATION

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

ARTICLE 32: PROFESSIONAL DEVELOPMENT

- 32.01 (a) All requests from Employees to participate in relevant professional development activities, where the Employee will receive salary while attending those activities, must be submitted to the Employee's immediate Supervisor or the Applicable Administrator not less than ten (10) working days prior to the date of the professional development activity. The Supervisor or the Applicable Administrator may or may not approve the request, however, approval shall not be unreasonably withheld.
- (b) The salary paid to the Employee participating in such an approved professional development activity shall be paid for the actual hours of participation to a maximum of the regular hours of work for the classification in question.
- (c) Costs such as registration and parking are to be borne by the Employer.

- 32.02 (a) An Employee who, with the prior approval of the Division, enters a course of training which will better qualify the Employee to perform the Employee's job with the Division shall, upon successful completion of the course, have that course tuition fee paid for by the Division.
- (b) The decision regarding approval for the course shall be at the sole prerogative of the Division and such decision shall not be the subject of grievance or arbitration proceedings pursuant to the provisions of this Agreement.
- 32.03 Where an Employee is required to be absent from work to write an examination in a course of work related study, he/she shall be granted, upon application, one-half (1/2) day leave of absence with pay for each exam.

ARTICLE 33: NOTICES

- 33.01 Any notice required to be given to the Union shall be effectively given when delivered to the President of the Union, Pembina Trails School Division, 181 Henlow Bay, Winnipeg, Manitoba, R3Y 1M7, or to such other address as the Union may have supplied to the Division in writing.
- 33.02 Any notice required to be given to the Division shall be effectively given when delivered to the Secretary-Treasurer, Pembina Trails School Division, 181 Henlow Bay, Winnipeg, Manitoba, R3Y 1M7, or to such other address as the Division may have supplied to the Union in writing.

ARTICLE 34: RETROACTIVE PAY

- 34.01 Retroactive pay adjustments for the period between the expiration of the previous Agreement and the signing of this Agreement shall apply to all present and past Employees except as is set out below:
- a) An Employee who has left the employ of the Division prior to the date of signing of this Agreement without having provided the Division at least fourteen (14) calendar days notice prior to the date of resignation shall forfeit any right to retroactive pay.

- b) An Employee who is terminated for cause prior to the date of signing of this Agreement shall forfeit any right to retroactive pay.
- c) Time worked as a Casual Employee.
- d) Or as otherwise may be negotiated between the parties.

ARTICLE 35: STRIKES AND LOCKOUTS

35.01 The strike and lockout provisions of *The Labour Relations Act* apply to both parties. The Division and the Union mutually agree to provide at least seven (7) calendar days notice in writing to the other party prior to the commencement of any strike or lockout.

Dated at Winnipeg, Manitoba, this 9th day of FEBRUARY, 2017

Signed on behalf of

Signed on behalf of


THE PEMBINA TRAILS
SCHOOL DIVISION

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5121


Chair


President


Secretary-Treasurer


Secretary

Schedule "A"

1. Administrative Secretary including:

- a. Student Services Secretaries
- b. Clinician Services Secretaries
- c. Program Secretaries
- d. Information Technology Secretaries
- e. Media Centre Technician/Secretaries
- f. Maintenance Secretaries
- g. Human Resources Secretaries
- h. Secretary-Treasurer Department Secretaries
- i. Superintendent Department Secretaries

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	21.33	21.76	22.20	22.53	22.87	23.33
2	22.24	22.68	23.13	23.48	23.83	24.31
3	23.12	23.58	24.05	24.41	24.78	25.28
4	24.01	24.49	24.98	25.35	25.73	26.24
5	24.57	25.06	25.56	25.94	26.33	26.86
6	26.53	27.06	27.60	28.01	28.43	29.00

2. Administrative Secretary: Substitute Administration and Human Resources

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	22.37	22.82	23.28	23.63	23.98	24.46
2	23.32	23.79	24.27	24.63	25.00	25.50
3	24.25	24.74	25.23	25.61	25.99	26.51
4	25.17	25.67	26.18	26.57	26.97	27.51
5	25.77	26.29	26.82	27.22	27.63	28.18
6	27.82	28.38	28.95	29.38	29.82	30.42

3. Receptionist

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	20.41	20.82	21.24	21.56	21.88	22.32
2	20.97	21.39	21.82	22.15	22.48	22.93
3	21.51	21.94	22.38	22.72	23.06	23.52
4	22.07	22.51	22.96	23.30	23.65	24.12
5	22.60	23.05	23.51	23.86	24.22	24.70
6	23.18	23.64	24.11	24.47	24.84	25.34

4. Assistant Payroll Officers						
Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	21.61	22.04	22.48	22.82	23.16	23.62
2	22.70	23.15	23.61	23.96	24.32	24.81
3	23.76	24.24	24.72	25.09	25.47	25.98
4	24.82	25.32	25.83	26.22	26.61	27.14
5	25.88	26.40	26.93	27.33	27.74	28.29
6	28.06	28.62	29.19	29.63	30.07	30.67

5. Purchasing Clerk, Accounting Clerk and Accounting Support Clerk						
Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	21.56	21.99	22.43	22.77	23.11	23.57
2	22.42	22.87	23.33	23.68	24.04	24.52
3	23.28	23.75	24.23	24.59	24.96	25.46
4	24.15	24.63	25.12	25.50	25.88	26.40
5	24.68	25.17	25.67	26.06	26.45	26.98
6	26.58	27.11	27.65	28.06	28.48	29.05

6. Administrative Accountant: Facilities and Operations

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	24.14	24.62	25.11	25.49	25.87	26.39
2	24.78	25.28	25.79	26.18	26.57	27.10
3	25.39	25.90	26.42	26.82	27.22	27.76
4	26.01	26.53	27.06	27.47	27.88	28.44
5	26.65	27.18	27.72	28.14	28.56	29.13
6	27.18	27.72	28.27	28.69	29.12	29.70

7. Accountant

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	27.99	28.55	29.12	29.56	30.00	30.60
2	28.74	29.31	29.90	30.35	30.81	31.43
3	29.49	30.08	30.68	31.14	31.61	32.24
4	30.24	30.84	31.46	31.93	32.41	33.06
5	30.99	31.61	32.24	32.72	33.21	33.87
6	31.71	32.34	32.99	33.48	33.98	34.66

8. Graphic Technician						
Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	20.51	20.92	21.34	21.66	21.98	22.42
2	21.40	21.83	22.27	22.60	22.94	23.40
3	22.30	22.75	23.21	23.56	23.91	24.39
4	23.21	23.67	24.14	24.50	24.87	25.37
5	24.11	24.59	25.08	25.46	25.84	26.36
6	25.94	26.46	26.99	27.39	27.80	28.36

9. Printing Clerk						
Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	20.24	20.64	21.05	21.37	21.69	22.12
2	21.24	21.66	22.09	22.42	22.76	23.22
3	22.25	22.70	23.15	23.50	23.85	24.33
4	23.23	23.69	24.16	24.52	24.89	25.39
5	24.21	24.69	25.18	25.56	25.94	26.46
6	26.27	26.80	27.34	27.75	28.17	28.73

10. Assistant Printing Clerk						
Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	16.07	16.39	16.72	16.97	17.22	17.56
2	16.97	17.31	17.66	17.92	18.19	18.55
3	17.62	17.97	18.33	18.60	18.88	19.26
4	18.35	18.72	19.09	19.38	19.67	20.06
5	19.14	19.52	19.91	20.21	20.51	20.92
6	20.80	21.22	21.64	21.96	22.29	22.74

11. Benefits Officer						
Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	25.39	25.90	26.42	26.82	27.22	27.76
2	26.36	26.89	27.43	27.84	28.26	28.83
3	27.29	27.84	28.40	28.83	29.26	29.85
4	28.25	28.82	29.40	29.84	30.29	30.90
5	29.19	29.77	30.37	30.83	31.29	31.92
6	31.13	31.75	32.39	32.88	33.37	34.04

12. Computer Support Specialists						
Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	22.21	22.65	23.10	23.45	23.80	24.28
2	23.08	23.54	24.01	24.37	24.74	25.23
3	23.98	24.46	24.95	25.32	25.70	26.21
4	24.87	25.37	25.88	26.27	26.66	27.19
5	25.76	26.28	26.81	27.21	27.62	28.17
6	26.69	27.22	27.76	28.18	28.60	29.17

13. Instructional Technology Assistants						
Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	22.21	22.65	23.10	23.45	23.80	24.28
2	23.08	23.54	24.01	24.37	24.74	25.23
3	23.98	24.46	24.95	25.32	25.70	26.21
4	24.87	25.37	25.88	26.27	26.66	27.19
5	25.76	26.28	26.81	27.21	27.62	28.17
6	26.69	27.22	27.76	28.18	28.60	29.17

14. Computer Technicians

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	34.79	35.49	36.20	36.74	37.29	38.04
2	36.25	36.98	37.72	38.29	38.86	39.64
3	37.71	38.46	39.23	39.82	40.42	41.23
4	39.18	39.96	40.76	41.37	41.99	42.83
5	40.62	41.43	42.26	42.89	43.53	44.40
6	42.11	42.95	43.81	44.47	45.14	46.04

15. Network Managers

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	36.78	37.52	38.27	38.84	39.42	40.21
2	38.28	39.05	39.83	40.43	41.04	41.86
3	39.77	40.57	41.38	42.00	42.63	43.48
4	41.27	42.10	42.94	43.58	44.23	45.11
5	42.77	43.63	44.50	45.17	45.85	46.77
6	44.30	45.19	46.09	46.78	47.48	48.43

16. Homestay Facilitator

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	25.95	26.47	27.00	27.41	27.82	28.38
2	26.64	27.17	27.71	28.13	28.55	29.12
3	27.25	27.80	28.36	28.79	29.22	29.80
4	27.90	28.46	29.03	29.47	29.91	30.51
5	28.51	29.08	29.66	30.10	30.55	31.16
6	29.14	29.72	30.31	30.76	31.22	31.84

17. Homestay Aide

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	23.41	23.88	24.36	24.73	25.10	25.60
2	24.04	24.52	25.01	25.39	25.77	26.29
3	24.57	25.06	25.56	25.94	26.33	26.86
4	25.17	25.67	26.18	26.57	26.97	27.51
5	25.72	26.23	26.75	27.15	27.56	28.11
6	26.32	26.85	27.39	27.80	28.22	28.78

18. I.S.P. Activities Facilitator

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	25.95	26.47	27.00	27.41	27.82	28.38
2	26.64	27.17	27.71	28.13	28.55	29.12
3	27.25	27.80	28.36	28.79	29.22	29.80
4	27.90	28.46	29.03	29.47	29.91	30.51
5	28.51	29.08	29.66	30.10	30.55	31.16
6	29.14	29.72	30.31	30.76	31.22	31.84

19. Records Management Assistant

Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	22.91	23.37	23.84	24.20	24.56	25.05
2	23.78	24.26	24.75	25.12	25.50	26.01
3	24.62	25.11	25.61	25.99	26.38	26.91
4	25.51	26.02	26.54	26.94	27.34	27.89
5	26.05	26.57	27.10	27.51	27.92	28.48
6	27.95	28.51	29.08	29.52	29.96	30.56

20. Parts and Inventory Clerk (I.T.)						
Step	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective January 1, 2020	Effective July 1, 2020
1	20.56	20.97	21.39	21.71	22.04	22.48
2	21.36	21.79	22.23	22.56	22.90	23.36
3	22.14	22.58	23.03	23.38	23.73	24.20
4	22.96	23.42	23.89	24.25	24.61	25.10
5	23.46	23.93	24.41	24.78	25.15	25.65
6	25.21	25.71	26.22	26.61	27.01	27.55

LETTER OF UNDERSTANDING

BETWEEN:

**THE PEMBINA TRAILS SCHOOL DIVISION
(the "Division")**

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 5121

Re: Overnight Assignments

This Letter of Understanding applies to International Student Program staff:

1. Employees shall be paid at straight time wages for up to eight (8) hours per day for overnight assignments including Saturdays and Sundays.
2. Notwithstanding Article 14.02(b) any Overtime daily hours as defined in Article 14.04 including Saturdays and Sundays will be paid at the rate of time and one-half (1.5) the regular hourly rate of pay.
3. It is agreed that no wages will be paid for overnight assignments unless the Employee's sleep is disrupted for periods in excess of one (1) hour and in this situation the provisions of No. 2 apply.

Dated at Winnipeg, Manitoba, this 9th day of FEBRUARY, 2017

Signed on behalf of

THE PEMBINA TRAILS SCHOOL
DIVISION

Chair

Secretary Treasurer

Signed on behalf of

CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 5121

President

Secretary

LETTER OF UNDERSTANDING

BETWEEN:

**THE PEMBINA TRAILS SCHOOL DIVISION
(the "Division")**

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 5121

Re: Telephone Calls and Electronic Alerts and Notifications Outside of Work Day

This Letter of Understanding applies to:

- (a) International Student Program Homestay staff ("Homestay Staff");
 - (b) Information Technology Computer Technicians and Network Manager staff ("Computer Technicians and Network Managers")
1. The Homestay staff and Computer Technician and Network Manager staff recognize that the circumstances of their employment and individual responsibilities require that they will, from time to time, need to attend to these responsibilities at times outside of their normal hours of work including the receiving of telephone calls or responding to electronic alerts or notifications requiring information technology action. Guidelines, rules and procedures shall be established and maintained with respect to the authorization and operation of work performed by the Employees outside of their normal hours of work as follows:
 - (a) The Director of the International Student Program with respect to the Homestay Staff;
 - (b) The Director of Information Technology with respect to the Computer Technicians and Network Managers.
 2. When an Employee receives a business telephone call between the end of the Employee's normal work day and the start of the Employee's normal workday, Monday to Friday, or at anytime on Saturday or Sunday or on a Statutory Holiday or day designated to substitute for a Statutory Holiday, the Employee shall answer the telephone call and attend to the work arising from the telephone call. Likewise, when a Computer Technician or a Network Manager receives an electronic alert or notification requiring information technology action, the Computer Technician or Network Manager shall respond to the electronic alert or notification requiring information technology action.

3. The compensation to be paid to Employees with respect to the work defined in No. 2 above is set out below:

If the telephone call, is of less than one (1) hour duration then the Employee shall receive pay for one (1) hour at the Employee's Regular Hourly Rate. If the technology action required of the electronic alert or notification lasts less than one (1) hour duration then the Employee shall receive pay for one (1) hour at the Employee's Regular Hourly Rate. This compensation shall apply to each separate and distinct telephone call except in the circumstances set out below.

- (a) If more than one (1) telephone call or electronic alert or notification on the same matter occurs within one (1) hour, there shall be no additional hour of compensation paid with respect to the second telephone call.
- (b) Where the telephone call or required technology action in response to an electronic alert or notification exceeds one (1) hour in duration, then the actual time of the call would be paid as compensation at the Employee's Regular Hourly Rate. If the length of the telephone call or technology action causes the total length of work time to exceed eight (8) hours in a day or forty (40) hours in a week, the time worked in time shall be paid at the Overtime Hourly Rate.
- (c) In the event that a second telephone call or electronic alert or notification occurs more than one (1) hour after the first telephone call, then the Employee shall receive pay for an additional one hour at the Employee's Regular Hourly Rate in respect of the second telephone call or electronic alert or notification. If the length of the second or subsequent telephone call or second or subsequent technology action causes the total length of work time to exceed eight (8) hours in a day or forty (40) hours in a week, the time worked in time shall be paid at the Overtime Hourly Rate.
- (d) If, as a consequence of the telephone call or electronic alert or notification the Employee is required to return to work or attend at a school or other location, the compensation as set out above shall not apply, but rather, the Employee shall be paid for the actual time spent attending at the site with a minimum payment to be three (3) hours at the Regular Hourly rate of pay notwithstanding that the actual amount of time spent may be less than three (3) hours.
- (e) When an Employee is required to return to work or attend at a school or other location as referenced in Paragraph (d), a comparison shall be made between the minimum payment of the three (3) hour call out or the actual amount that would be paid to the Employee based on the applicable Regular Hourly Rate or Overtime Hourly Rate. The Employee shall be paid the greater of the amounts compared. See Examples "A" and "B" set out below.

In order to receive the compensation pursuant to this paragraph Employees must log the details of the additional and overtime work and/or telephone calls setting out the length of the time and details of the work. This log is to be submitted to their appropriate Director for consideration of approval on forms to be provided for this purpose. Timesheets receiving the approval of the appropriate Director shall be submitted to the Payroll Department for payment.

4. Examples

Example "A"

In this example a Network Manager responds to an electronic alert or notification at 1:00 a.m. on a Wednesday night and the information technology action takes 15 minutes to complete. Assuming that the Network Manager is at Step 6 the compensation would be \$39.53 (using the July 1, 2010, rate of pay for the example) since the technology action was completed in less than an hour.

Example "B"

In this example the Homestay Facilitator receives a telephone call at 1:00 a.m. on a Wednesday night which lasts for fifteen (15) minutes but which requires her to attend at a homestay family home for 1.5 hours. Assuming the Homestay Facilitator is at Step 6, the regular hourly rate is \$25.81 (using the July 1, 2010, rate of pay for the example) total compensation would be the greater of the two following amounts:

- (a) Minimum compensation for reporting to work which is three (3) times the Regular Hourly Rate or $(3 * \$25.18)$ **\$75.54**;
- (b) Actual time worked which would be one (1) hour at straight time plus three-quarters (.75) hour at one and one-half (1.5) times because the Employee would be working forty-five (45) minutes beyond eight (8) hours in a day. The compensation under this calculation is $((1 * \$25.18) + (.75 * \$25.18 * 1.5))$ **\$53.51**.

Since the minimum payment for reporting to work is greater than the compensation for the actual time worked, the compensation in Example "B" would be \$75.54.

Dated at Winnipeg, Manitoba, this 9th day of FEBRUARY, 2017

Signed on behalf of

Signed on behalf of

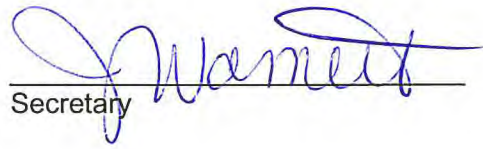
THE PEMBINA TRAILS
SCHOOL DIVISION

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5121


Chair


President


Secretary Treasurer


Secretary

ADDENDUM NO. 1		
Workers' Compensation Board Top Up Methodology (June 22, 2006)		
The parties agree that the procedures and methodology as set out in this Addendum No. 1 shall be adopted and applied for the administering of workers' compensation.		
1	Employee Options	No option offered.
2	Top-Up Calculation	The Top-up shall be calculated as follows: For Full-time Staff – Regular Gross Pay (plus Vacation Pay when paid with each cheque) less 20% and Part-time staff less 15% (estimated for C.P.P., E.I., and Income Tax) = Net Pay * 10% of Net Income as defined by W.C.B. which is the portion not paid by W.C.B. Subject to No. 3 below, the Top Up will be increased by the amount required to maintain the same contribution to the M.A.S.T. Pension Plan that was being made prior to the Employee commencing W.C.B. leave.
3	Annual Limit on Contributions to the M.A.S.T. Pension Plan	Federal law currently does not permit contributions into a pension plan which exceed 18% of earned income in any calendar year (Employee plus employer matching contributions). For Employees on longer terms of W.C.B. leave, this means that the Pre-W.C.B. pension contributions may not be able to be maintained for the full period of the W.C.B. leave period. In the Fall of each year or whenever an Employee is on W.C.B. leave for 18 weeks (9 pay periods) in any calendar year, the Secretary Treasurer's Department will review the status of the W.C.B. recipient to determine whether or not the 18% ceiling has been breached. If the ceiling is expected to be or has been breached, adjustments to the pension contributions (including recovery, if necessary) shall be made to ensure that the contributions remain within 18% of earned income.
4	Effective Date	As soon as Payroll is notified that an Employee is filing a W.C.B. claim including the date of the injury, and it seems clear that the Employee will be approved for W.C.B. benefits, the effective date of W.C.B. benefits and Top Up is the day following the day of the injury.
5	Ordinary Advance of W.C.B. Benefits	Due to the time delay between the reporting of the injury to W.C.B., the completion of the approval process and issuing of W.C.B. benefits cheques, the Division will issue an Advance of W.C.B. benefits equal to 1 pay period of estimated benefits. The Advance will be paid on the normal pay date for the applicable pay period. The Division will notify W.C.B. as to the amount of the Advance paid and W.C.B. will issue a cheque to the Division for the amount of the Advance and deduct that amount from benefits sent to the Employee.

ADDENDUM NO. 1 (continued)		
Workers' Compensation Board Top Up Methodology (June 22, 2006)		
6	Additional Advance of W.C.B. Benefits ONLY when injury occurs in First Week of Pay Period	As injuries can occur during any part of any pay period the Regular Gross Pay for the pay period will be adjusted and an Additional Advance paid (in addition to the Ordinary Advance) to cover the period between the date of the injury and the end of the pay period. This can only be done if there is time to adjust the payroll reflecting a portion as Regular Wages and a portion as Advance of W.C.B. Benefits. In this case, the Division will notify W.C.B. as to the amount of the Additional Advance paid and W.C.B. will issue a cheque to the Division for the amount of the Additional Advance and deduct that amount from benefits sent to the Employee.
7	Additional Advance of W.C.B. Benefits ONLY when injury occurs in Second Week of Pay Period	In some cases, the injury may occur during a pay period at a time when the Regular Gross Pay for that period cannot be adjusted as provided in No. 5. In this case, the full Regular Gross Pay will have been paid. The total Regular Gross Pay paid for the days when the Employee was actually injured during that pay period shall be considered as Additional Advance of W.C.B. benefits and treated the same way as provided in No.5 with corrections for C.P.P., E.I. and Income Tax in a subsequent period. (Gross Pay is reversed and Advance entered in next pay period).
8	W.C.B. Benefits Payments	Except for the Division receiving reimbursement from the W.C.B. for the Advance and Additional Advance paid, all W.C.B. benefit cheques would be sent directly from W.C.B. to the Employee.
9	Division Payments	Except for the Advance and Additional Advance the only payments from the Division to an Employee in receipt of W.C.B. benefits payments will be the Top up payment.
10	Sick Leave Deduction	The amount of sick leave to be deducted from the Employee for any pay period is the dollar amount of the Top up payment divided by the Employee's hourly rate of pay and sick leave converted to and deducted in hours.

INFORMATIONAL EXHIBIT NO. 1

DIVISION 9 UNPAID LEAVES

MATERNITY LEAVE

Definitions

52 In this Division,

"date of delivery" means the date when the pregnancy of an employee terminates with the birth of a child; (« date d'accouchement »)

"medical certificate" means the signed statement of a duly qualified medical practitioner. (« certificat médical »)

Eligibility for maternity leave

53 A pregnant employee who has been employed by the same employer for at least seven consecutive months is eligible for maternity leave.

S.M. 2000, c. 49, s. 2.

Length of maternity leave

54(1) Subject to subsection (3), an employee who is eligible for maternity leave is entitled to the following maternity leave:

(a) if the date of delivery is on or before the date estimated in a medical certificate, a period of not more than 17 weeks; or

(b) if the date of delivery is after the estimated date, 17 weeks and a period of time equal to the time between the estimated date and the date of delivery.

Beginning and end of maternity leave

54(2) A maternity leave must begin not earlier than 17 weeks before the date of delivery estimated in the medical certificate and end not later than 17 weeks after the date of delivery.

Employee to provide certificate and give notice

54(3) An employee who is eligible for maternity leave shall

(a) as soon as practicable, provide the employer with a medical certificate giving the estimated date of delivery; and

(b) give the employer not less than four weeks' written notice of the date she will start her maternity leave.

Maternity leave if notice given after stopping work

55(1) An employee who is eligible for maternity leave but does not give notice under clause 54(3)(b) before leaving the employment is still entitled to maternity leave if, within two weeks after stopping work, she gives notice and provides her employer with a medical certificate

(a) giving the date of delivery or estimated date of delivery; and

(b) stating any period or periods of time within the 17 weeks before the date of delivery or estimated date of delivery that the normal duties of the employment could not be performed because of a medical condition arising from the pregnancy.

Length of maternity leave

55(2) The maternity leave to which the employee is entitled under subsection (1) is

(a) any time, within the time referred to in clause (1)(b), that she does not work; and

(b) the difference between that time and the time she would receive if she were entitled under subsection 54(1).

Maternity leave where notice not given

56 An employee who is eligible for maternity leave but who does not give notice under clause 54(3)(b) or subsection 55(1) is still entitled to maternity leave for a period not exceeding the time she would receive if she were entitled under subsection 54(1).

End of maternity leave where notice not given

57 The maternity leave of an employee referred to in subsection 55(1) or section 56 terminates not later than 17 weeks after the date of delivery.

End of maternity leave

57.1(1) An employee's maternity leave ends

(a) 17 weeks after it began; or

(b) if clause 54(1)(b) applies, 17 weeks after it began plus the additional time provided for in that clause.

Ending leave early

57.1(2) An employee may end her maternity leave earlier than the day set out in subsection (1) by giving her employer written notice at least two weeks or one pay period, whichever is longer, before the day she wishes to end the leave.

S.M. 2000, c. 49, s. 3.

INFORMATIONAL EXHIBIT NO. 2

PARENTAL LEAVE

Employee entitled to parental leave

58(1) An employee who adopts or becomes a parent of a child is entitled to parental leave to a maximum of 37 continuous weeks if

- (a) the employee has been employed by the employer for at least seven consecutive months;
- (b) the employee gives written notice to the employer at least four weeks before the day specified in the notice as the day on which the employee intends to begin the leave; and
- (c) in the case of an adoption, the adoption occurs or is recognized under Manitoba law.

Effect of late notice on parental leave

58(2) An employee who gives less notice than is required under clause (1)(b) is entitled to the 37 weeks of parental leave less the number of days by which the notice given is less than four weeks.

Commencement of parental leave

58(3) A parental leave must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.

S.M. 2000, c. 49, s. 4; S.M. 2006, c. 26, s. 23.

Maternity and parental leaves must be continuous

59 An employee who takes maternity leave and parental leave shall take them in one continuous period, unless the employee and the employer otherwise agree or a collective agreement otherwise provides.

End of parental leave

59.1(1) An employee's parental leave ends

- (a) 37 weeks after it began; or
- (b) if subsection 58(2) applies, 37 weeks after it began less the number of days provided for in that subsection.

Ending leave early

59.1(2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least two weeks or one pay period, whichever is longer, before the day the employee wishes to end the leave.

S.M. 2000, c. 49, s. 5.

INFORMATIONAL EXHIBIT NO. 3

COMPASSIONATE CARE LEAVE

COMPASSIONATE CARE LEAVE

Definitions

59.2(1) The following definitions apply in this section.

"common-law partner" of a person means a person who, not being married to the other person, is cohabiting with him or her in a conjugal relationship of some permanence. (« conjoint de fait »)

"family member", in relation to an employee, means

- (a) a spouse or common-law partner of the employee;
- (b) a child of the employee or a child of the employee's spouse or common-law partner;
- (c) a parent of the employee or a spouse or common-law partner of the parent; and
- (d) any other person who is a member of a class of persons prescribed in the regulations for the purpose of this definition. (« membre de la famille »)

"physician" means a physician who provides care to a family member and who is entitled to practise medicine under the laws of the jurisdiction in which the care is provided. (« médecin »)

Registered common-law relationship

59.2(1.1) For the purpose of the definition "common-law partner" in subsection (1), while they are cohabiting, persons who have registered their common-law relationship under section 13.1 of *The Vital Statistics Act* are deemed to be cohabiting in a conjugal relationship of some permanence.

Entitlement to leave

59.2(2) Subject to subsections (3) to (8), an employee who has been employed by the same employer for at least 90 days is entitled to unpaid compassionate care leave of up to 28 weeks to provide care or support to a seriously ill family member.

Physician's certificate

59.2(3) For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (a) a family member of the employee has a serious medical condition with a significant risk of death within 26 weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
- (b) the family member requires the care or support of one or more family members.

No additional certificate required

59.2(3.1) For certainty, a leave under this section may be taken after the end of the 26-week period set out in the physician's certificate, and no additional certificate is required.

Employee to give notice to employer

59.2(4) An employee who wishes to take a leave under this section must give the employer notice of at least one pay period, unless circumstances necessitate a shorter period.

Employee to provide physician's certificate

59.2(5) The employee must give the employer a copy of the physician's certificate as soon as possible.

When leave may be taken

59.2(6) An employee may take no more than two periods of leave totalling no more than 28 weeks, which must end no later than 52 weeks after the day the first period of leave began.

Minimum period of leave

59.2(7) No period of leave may be less than one week's duration.

Ending leave early

59.2(8) Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of 28 weeks by giving the employer at least 48 hours' notice of his or her expected date of return.