

AGREEMENT BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1522  
(Clerical/Educational Assistants/Library)

AND

THE LORD SELKIRK SCHOOL DIVISION

Term of Agreement:

January 1, 2009 - December 31, 2010

10317 (06)

## TABLE OF CONTENTS

	<u>Page No.</u>
Article 1 - PREAMBLE	1
Article 2 - RECOGNITION AND NEGOTIATIONS	1
Article 3 - DEFINITIONS	2-3
Article 4 - TERM OF AGREEMENT	3-4
Article 5 - MANAGEMENT RIGHTS	4
Article 6 - STAFF CHANGES	5-6
Article 7 - GRIEVANCE PROCEDURE	6-7
Article 8 - ARBITRATION PROCEDURE	7-8
Article 9 - CLASSIFICATIONS/RECLASSIFICATIONS	8
Article 10 - HOURS OF WORK	8
Article 11 - OVERTIME	8-9
Article 12 - SICK LEAVE	9-10
Article 13 - VACATIONS	10-11
Article 14 - STATUTORY HOLIDAYS	12
Article 15 - LEAVE OF ABSENCE	12-15
Article 16 - SENIORITY	16
Article 17 - COMPENSATION FOR <b>INJURIES</b>	16
Article 18 - BENEFITS	17
Article 19 - LAY-OFF AND RECALL	17-18
Article 20 - EDUCATION	18
Article 21 - COMPASSIONATE CARE LEAVE	18
Article 22 - DISCRIMINATION AND HARASSMENT	18
Article 23 - INCREMENTS	19
Article 24 - SAFETY AND HEALTH	19
SALARY SCHEDULE	20-21
SIGNING PAGE	22
LETTER OF UNDERSTANDING RE: WORKERS' COMPENSATION	23

*NDL*

This Agreement made this 16<sup>th</sup> day of June, 2009.

BETWEEN:

The Lord Selkirk School Division  
(hereinafter called "The **Division**")

and

The Canadian Union of Public Employees  
Local 1522 – MLB 2899  
(hereinafter called "The Union")

### **ARTICLE 1 – PREAMBLE**

Whereas it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Board and Union, to promote cooperation and understanding between the Board and staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scales of wages, to encourage efficiency in operation and to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

And whereas it is desirable that methods of bargaining on all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

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

Now, therefore, this Agreement witnesseth that the parties hereto, in consideration of mutual covenants hereinafter contained agree each with the other as follows:

### **ARTICLE 2 – RECOGNITION AND NEGOTIATIONS**

Both Parties agree that this Agreement shall cover and include all employees to be set forth in this classification and wage schedule embodied in this Agreement in Schedule "A" attached and as indicated in M.L.B. Certificate number 2899.

### ARTICLE 3 – DEFINITIONS

- 3.01 The Lord Selkirk School Division or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local 1522, as the sole collective bargaining agency for its employees covered by Certificate No. MLB 2899 and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of differences that may arise between them.
- 3.02 In this Agreement, unless the context otherwise requires, the express “employee” signifies a person who is employed by the Lord Selkirk School Division as provided for in this Agreement. Furthermore,
- a) Regular full-time employees are defined as those who work the prescribed hours of work as per Article 10 (Hours of Work) and who have completed a sixty (60) working day probationary requirement.
  - b) Regular part-time employees are defined as those who work less than the prescribed hours of work as per Article 10 (Hours of Work) and who have completed a sixty (60) working day probationary requirement.
  - c) Temporary employees are those hired for a specific job or until the occurrence of a specified event in a position which is not expected to exceed three (3) months. If necessary, and at the discretion of the Division, this term may be extended by a further three (3) months. If the position continues beyond this six (6) month period, the job will be posted in accordance with Article 6.01 (1) & (2).

Where a temporary employee applies for a position which qualifies the employee to be classified as a regular employee pursuant to Article 3.02 (a) or 3.02 (b) above, and is appointed to such position, seniority and probationary period shall commence from the first day of continuous temporary employment provided that there is no break in employment prior to commencing the regular employment.

- d) Regular full-time and regular part-time employees shall be entitled to all benefits incorporated in this Agreement except probationary employees as provided in Article 6.02.
- e) Temporary employees shall be entitled to all benefits incorporated in this Agreement except in the case of termination of employment, a temporary employee shall not have recourse to the Grievance and Arbitration Procedures.
- f) Casual employees are those engaged on an irregular and/or unscheduled basis to substitute for the normal staff complement of temporary or regular employees depleted by absences or to meet the manpower requirements of emergency situations. Casual employees are not covered by this Agreement. Positions to be filled on a casual basis will not require the Division to post.

### ARTICLE 3 – DEFINITIONS (cont.)

- g) Students are those engaged during the period May 1<sup>st</sup> to September 30<sup>th</sup> of any year. Students shall not be covered by this Agreement.
  - h) Union dues shall not be deducted from persons classified as casual help or from students.
- 3.03 The Canadian Union of Public Employees Local 1522 shall provide to the Secretary-Treasurer of the Lord Selkirk School Division annually after October each year, the names and mailing addresses of those authorized to act on behalf of the Union and its members.
- 3.04 The Lord Selkirk School Division shall provide the Secretary of the Union, annually, the names of those authorized to act on behalf of the School Division when dealing with the Union.
- 3.05 The School Board agrees to deduct from every employee under this Agreement any monthly dues or assessments levied in accordance with the Union by-laws and owing by him/her to the Union, and these dues or assessments shall be forwarded to the Treasurer of the Union by the fifteenth (15<sup>th</sup>) of the month following the month of deductions.
- 3.06 In consideration of the School Board making the compulsory check-off of union dues as herein provided, the Union agrees to and does hereby indemnify and save the Lord Selkirk School Division harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the School Board making the compulsory check-off of union dues as hereby provided.
- 3.07 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.
- 3.08 Copies of the minutes of regularly scheduled School Board meetings will be forwarded to the Union President.

### ARTICLE 4 – TERM OF AGREEMENT

- 4.01 This Agreement shall be binding and shall remain in effect from **January 1, 2009 to December 31, 2010** and shall continue from year to year thereafter unless either Party gives the other Party not more than ninety (90) days, and not less than sixty (60) days' notice in writing, prior to the expiry date of this Agreement. Within twenty-five (25) working days of the receipt of such notice by one Party, the other Party is required to enter into negotiations for a new Agreement. This time limit may be extended by mutual agreement between the Board and the Union.
- 4.02 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement.

#### **ARTICLE 4 – TERM OF AGREEMENT (cont.)**

- 4.03 No **part** of this Agreement and/or a new or revised Agreement shall have a retroactive effect unless specifically so provided.
- 4.04 Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- i) employees who are in the employ of the **Division** on the date of signing of this Agreement;
  - ii) employees who have left the service during the above-mentioned period by reason of being laid off by the **Division** or employees who have retired;
  - iii) employees who have died while employed by the **Division**;
  - iv) upon written request to the **Division** within sixty (60) days of the date of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

#### **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01 The Board, on its own behalf and on behalf of the electors of the Division, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in by the laws of the province including but without limiting the generality of the foregoing, the right:
- to the **exclusive** management and administrative control of the school system and its properties and facilities of its employees;
  - to hire all employees **and** subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal, demotion, suspension and disciplining, to promote and transfer all such employees;
  - to decide upon the means and methods for the most efficient operation of the schools and the duties, responsibilities and assignments of personnel with respect thereto and with respect to administrative activities and the terms and conditions of employment subject to the terms of this Agreement.
- 5.02 The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be subject to the terms of this Agreement and in conformance with the laws of the Province of Manitoba.
- 5.03 The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division.

## ARTICLE 6 – STAFF CHANGES

- 6.01 (1) When vacancies occur or a new position is created, the Employer shall post notices of the position in the Employer's offices and in all schools for a minimum of one (1) week so that all members shall know of the vacancy or new position. The Employer shall notify the successful and unsuccessful applicants and the Union of their decision after the appointment by the School Board.
- (2) Such posting shall contain the following information:
- nature and location of the position
  - qualifications
  - job knowledge, abilities and skills
  - hours of work
  - wage rate or salary.

A copy of each posting shall be sent to the Union.

### 6.02 Probationary Period

The probationary period shall be sixty (60) working days with a provision that an extension of sixty (60) days may be considered. The Division will notify the Union and incumbent as to the reason for the extension. Probationary employees shall not have access to grievance and/or arbitration in case of suspension or dismissal.

### Trial Period

The successful applicant shall be given a trial period of sixty (60) working days. Conditional on satisfactory service, the employee shall be declared permanent after this period. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job, the employee shall be returned to their former position or the equivalent, with the same wage or salary rate, but without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position or the equivalent with the same wage or salary rate but without loss of seniority.

- 6.03 When choosing an applicant for a promotion or for a vacant or new position, the School Board shall base its decision on the applicant's qualifications and his/her ability to satisfactorily perform the duties of the position. If qualifications and ability are equal, seniority shall prevail.
- 6.04 The Union shall be notified of all permanent or temporary staff changes, or terminations of employment.
- 6.05 Temporary Assignments  
When an employee is relieving another employee in a higher paid classification, she shall receive thirty (30) cents per hour in addition to her regular rate of pay for all hours worked in the higher classification. Authorization must be received from the Principal and approved by the **Division**.

## **ARTICLE 6 – STAFF CHANGES (cont.)**

- 6.06 Positions vacated and/or created after January 15 will be posted, interviewed for and awarded as per the collective agreement. If the successful candidate currently holds a position within the bargaining group, they will be placed in the position at the start of the following school year provided the position still exists.

## **ARTICLE 7 – GRIEVANCE PROCEDURES**

### **7.01 Definition of a Grievance**

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement. No matter shall be subject to arbitration which involves:

- a) any matter not covered by this Agreement;
- b) any matter which by the terms of the Agreement is exclusively vested in the Board.

All grievances shall be submitted, in writing, within twenty-one (21) working days of the alleged incident. In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievances shall be lodged within twenty-one (21) working days of the said employee's return to work. Any alleged grievance shall be pursued in accordance with the following steps:

### **7.02 Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

#### **Step 1**

The aggrieved employee(s), along with representatives of the Union, shall first attempt to resolve the grievance by submitting the grievance, in writing, to the employee's immediate supervisor. The supervisor shall render his/her decision within five (5) working days after receipt of the grievance.

#### **Step 2**

Failing satisfactory settlement within ten (10) working days after the Step 1 response, the grievance will be submitted to the Secretary-Treasurer, in writing, with the particulars of the grievance and the redress sought. The Secretary-Treasurer shall render his decision within ten (10) working days after receipt of such notice.

#### **Step 3**

Failing settlement being reached in Step 2 and within ten (10) working days of the Step 2 response, the grievance shall be submitted to the Board of Trustees who shall render their decision within five (5) working days after a regularly scheduled School Board Meeting. The employee may request a hearing of the Board.



## **ARTICLE 7 – GRIEVANCE PROCEDURES (cont.)**

### Step 4

Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their intent, in writing, to proceed or not to proceed to Arbitration within fifteen (15) working days after the receipt of the School Division's response.

- 7.03 All responses to grievances shall be in writing.
- 7.04 Time limits as specified in Article 7 may be extended by mutual agreement between the Board and the Union in writing. Failure on the part of the employee(s) or the Union to comply with the time limits set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance being deemed abandoned and all rights of recourse to the grievance and arbitration procedures shall be at an end. Failure on the part of the Division to comply with the time limits set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance proceeding to the next step in the Grievance or Arbitration Procedure.
- 7.05 Where a dispute involving a question of general application or interpretation occurs, or involves the discharge or suspension of an employee, Step 1 of this Article may be bypassed. The Board will make the final decision regarding the dismissal or suspension of an employee.

## **ARTICLE 8 – ARBITRATION PROCEDURE**

- 8.01 When either Party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other Party of the Agreement.
- 8.02 Within fourteen (14) 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 Arbitrators shall appoint a third person, who shall be mutually satisfactory to both Parties, to act as Chairman.
- 8.03 If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within fourteen (14) days, the appointment shall be made by the **Manitoba Labour Board**, upon the request of either Party.
- 8.04 The decision of the Arbitration Board shall be final and binding to both parties, but in no event shall the Board of Arbitration alter, modify, add to or amend this Agreement in any respect. However, an Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.
- 8.05 The time limits in both the Grievance and Arbitration procedures may be extended by consent of the parties to this Agreement in writing. Failure on the part of the grievor to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance being deemed to have been abandoned and all rights of recourse to the Grievance and Arbitration Procedures shall be at an end.

## **ARTICLE 8 – ARBITRATION PROCEDURE (cont.)**

8.06 Nothing herein shall prohibit the Parties from agreeing on a single Arbitrator. If the Parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis, to the single Arbitrator.

## **ARTICLE 9 – CLASSIFICATIONS/RECLASSIFICATIONS**

- 9.01 a) The Employer agrees to maintain the job descriptions and prepare a job description when a new job is created for all positions for which the Union is the bargaining agent. These job descriptions shall be presented to the Union for discussion.
- b) When the duties of any job are significantly changed, or when a new classification(s) is established by the Employer, which come within the scope of this agreement the wage rate shall be the subject to negotiations, the Employer shall have the right to temporarily establish a rate of pay until the regular rate of pay for the new classification(s) have been agreed upon. If the Parties are unable to agree on the reclassification and/or the rate of pay for the job in question, such dispute shall be submitted to Grievance and Arbitration for determination. The new rate shall be retroactive to the time the new position was first filled by the employee, or the date of change in job duties.

### 9.02 Changes in Classification

Employees who are promoted to a higher classification shall be placed on the higher scale at the salary step nearest to, but not less than, the rate of pay prior to their promotion.

## **ARTICLE 10 – HOURS OF WORK**

- 10.01 The normal work week for full-time employees shall consist of thirty-five (35) hours (seven (7) consecutive hours per day), Monday to Friday, inclusive. No seven (7) hour schedule shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.
- 10.02 In the event the Board wishes to change the above schedule for employees, the Board shall notify the Union prior to change.

## **ARTICLE 11 – OVERTIME**

- 11.01 All hours worked beyond seven (7) hours in a day or thirty-five (35) hours in a week, Monday to Friday, shall be paid at the rate of one and one-half times (1½ x) the hourly rate of pay.

## ARTICLE 11 – OVERTIME (cont.)

- 11.02 All time worked on a Saturday or Sunday shall be paid at one and one-half times (1½ x) the hourly rate of pay.
- 11.03 All time worked on a Statutory Holiday shall be paid at one and one-half times (1½ x) the hourly rate of pay in addition to the regular hourly pay.
- 11.04 Overtime work shall not be performed unless authorized by the employee's immediate supervisor.
- 11.05 Employees may elect to take time off at overtime rates in lieu of pay for overtime; up to twenty-four (24) hours may be accumulated for this purpose. Time off may be taken by mutual agreement between the employee and management.

## ARTICLE 12 – SICK LEAVE

- 12.01 It is agreed by the Parties that sick leave entitlement shall only be granted by the **Division** where an employee is unable to be at work and perform her regular duties as a result of illness or injury.
- 12.02 Each employee shall be entitled to sick leave with full salary benefits based on the following criteria:
- Two (2) days for each month worked accumulative to a maximum of one hundred and fifteen (115) working days effective September 1, 2007.
- 12.03 a) Employees must work at least ten (10) days in the month in which the two (2) days are granted.
- b) For purposes of this article, the ten (10) days worked shall include all days actively at work, days on paid leave but excludes paid sick leave.
- 12.04 In any one year in which **an** employee has not had a sick leave, or has only a portion thereof, the employee shall be entitled to an accrual of all the unused portion, accumulative to one hundred and fifteen (115) working days, of sick leave for the employee's future benefits. A deduction shall be made from accumulated sick leave of all days absent.
- 12.05 The School Board may request the employee to provide a doctor's certificate to certify the claim for sick leave.
- 12.06 Employees may request an up-to-date account of their accumulated sick leave credits from the Division Office at any time of the year, provided the request is made in writing.

## ARTICLE 12 – SICK LEAVE (cont.)

12.07 **An** employee may utilize up to three (3) days per calendar year to attend to the illness of the employee's pre-school or school age children (up to Grade 12), spouse or parents. Where both parents are employees of the Division, only one parent may utilize the above days at any one time unless otherwise authorized by the **Division**.

12.08 Sick leave is not payable to an employee:

- (a) who, while on paid sick leave, is engaged in employment for wage or profit with another employer;
- (b) who, in respect of **an** illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from Manitoba Public Insurance to the extent that such benefits and paid sick leave exceed the employee's normal salary and up to the maximum number of sick leave days accumulated by the employee. In such cases, the employee shall reimburse the Division the amount of benefit received from Manitoba Public Insurance.

## ARTICLE 13 – VACATIONS

13.01 All employees shall be entitled to the following vacations with pay:

- a) Less than one (1) year of service – one (1) day per month to a maximum of ten (10) days' vacation with pay;
- b) After one (1) year of service – two (2) weeks' vacation with pay;
- c) After two (2) years of service – three (3) weeks' vacation with pay;
- d) After ten (10) years of service – four (4) weeks' vacation with pay;
- e) After seventeen (17) years of service – five (5) weeks' vacation with pay;
- f) After twenty-three (**23**) years of service – six (**6**) weeks' vacation with pay;
- g) Employees who are in a ten (10) month position shall be deemed to have completed a year of service after having completed ten (10) months of service with the Division.
- h) Employees who work on a part-time basis shall have their vacation credits pro-rated to full-time for the purpose of calculating vacation entitlement. eg. **An** employee working half-time qualifying under Article 13.01 (c) would receive fifteen (15) work days at half-time.

## **ARTICLE 13 – VACATIONS (cont.)**

- 13.02 The anniversary date for vacations shall be June 30<sup>th</sup>.
- 13.03 Any permanent employee leaving the employment of the Board prior to the anniversary date for vacations shall be paid accrued vacations for the number of full months worked at the rate of one (1) day per month but not exceeding ten (10) days for employees qualifying for two (2) weeks; one and one-quarter (1¼) days per month for employees qualifying for three (3) weeks; one and two-thirds (1 2/3) days per month for employees qualifying for four (4) weeks; two (2) days per month for employees qualifying for five (5) weeks and two and one-half (2½) days per month for employees qualifying for six (6) weeks.
- 13.04 Employees who are not required to work during Christmas or Spring Break period shall take their vacation during these periods. Employees qualifying for more vacation than what is normally provided for at Christmas and Spring Break may choose to receive payment for same at the end of June in that school year or upon request, to replace unpaid **in-service** days if mutually agreeable to the Division and the employee.
- 13.05 Twelve (12) month employees will normally be required to take their vacation during July and August. Employees shall submit their preferred vacation period to the Secretary-Treasurer for his approval prior to May 1<sup>st</sup> each year.
- 13.06 A maximum of **ten (10)** employees may be granted vacation during the school year with the limitation that no one employee will be granted a vacation of greater than three (3) weeks and the total vacation granted will not exceed **twenty (20)** weeks. Requests must be received by the Administration of the Division no later than **October 15**, and requests will not be unreasonably denied.
- Written requests from employees to take earned vacation during the school year will be considered on a seniority basis. An employee who fails to indicate his/her choice of vacation by October 15 may be granted vacation but shall not be able to assert their seniority for preference purposes.**
- 13.07 When an employee qualifies for sick leave involving hospitalization, during his/her period of vacation, he/she shall be entitled, when confirmation from a qualified medical practitioners is produced, to use his/her accumulative sick credits for this purpose. The period of vacation so displaced shall either be added to the vacation period or retained for use at a later date, by mutual agreement.

## **ARTICLE 14 – STATUTORY HOLIDAYS**

14.01 All employees shall be eligible for the following holidays at their regular rate of pay:

New Year's Day	Louis Riel Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
*Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

and any other statutory holiday as proclaimed by the Province of Manitoba or the Government of Canada.

\*Employees who are continuing with the Division (i.e. who are employed during the prior term) would receive Labour Day as a statutory holiday.

14.02 The observance of Remembrance Day in Manitoba is subject to the provisions of the Remembrance Day Act, and shall be observed on the day it occurs. Therefore, employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.

14.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Article 14.02, the employees shall be eligible to receive the holiday. However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as the holiday.

14.04 When a paid holiday occurs on Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Board.

14.05 In order to qualify for payment for the above statutory holidays, the employee must have met the attendance requirements of "The Employment Standards Code".

## **ARTICLE 15 – LEAVE OF ABSENCE**

**15.01 The Division may grant leave of absence without pay and without loss of seniority to an employee requesting a leave. Requests must be in writing and are subject to approval by the Assistant Superintendent.**

15.02 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of pay or benefits to an employee subpoenaed for jury or court witness duty. Any monies received from the courts, excluding payment for travel, meals or other expenses, shall be returned to the Division along with proof of service and amount of money received.

## ARTICLE 15 – LEAVE OF ABSENCE (cont.)

### 15.03 Maternity Leave

Every employee who has completed seven (7) consecutive months of employment for or with an Employer and who:

- 1) submits to her Employer an application in writing for leave under this section at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- 2) provides her Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- 3) is entitled to and shall be granted maternity leave without pay consisting of:  
  
a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (2); or  
  
a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (2) and the actual date of delivery, if the delivery occurs after the date mentioned in that certificate.
- 4) Additional leave of absence without pay, for a combined period of up to one (1) year, may be granted by the Division.
- 5) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- 6) For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

### 15.04 Parental Leave

- 1) Every employee who has completed seven (7) consecutive months of employment with the Division shall be granted leave without pay consisting of a continuous leave of up to thirty-seven (37) weeks provided:
  - a) in the case of a female employee, becomes the natural mother of a child,
  - b) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his child,
  - c) adopts a child under the law of the province.

## ARTICLE 15 – LEAVE OF ABSENCE (cont.)

- 2) In the case of adoption leave, an additional leave of absence without pay for a combined period of up to one (1) year may be granted by the Division.
- 15.05 1) Under Section 15.04 (a) and (b), an application, in writing, must be submitted at least four (4) weeks prior to the date the employee intends to begin the leave.
- 2) Under Section 15.04 (c), the employee shall notify the Division, in writing, as soon as possible of the employee's intent to take leave under this section.
- 3) When an employee intends to take parental leave in addition to maternity leave, the parental leave must commence immediately on the expiry of the maternity leave.
- 4) The initial thirty-seven (37) week leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.
- 5) **An** employee who wishes to resume their employment on the expiration of leave, granted in accordance with this section, shall be reinstated by the Division in the position occupied by the employee at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

### 15.06 Bereavement Leave

- 1) In the case of death in the immediate family of an employee, a leave of five (5) working days with pay will be granted. The term immediate family shall be understood to include spouse, common-law partner, children, parents and siblings.

For the purpose of this clause “common-law partner” shall be defined as a person of the same or opposite gender with whom an employee has established residence and lived in a conjugal relationship for at least twelve (12) months and has publicly represented that person as his/her partner.

- 2) In the case of death of a grandparent, grandchild, mother-in-law or father-in-law, a leave of three (3) working days will be granted.
- 3) In the case of death of a brother-in-law or sister-in-law, a leave of two (2) working days with pay will be granted.
- 4) In the case of death of an uncle or aunt, the **Division** will grant one (1) day with pay to attend the funeral.
- 5) **An** employee may be granted time, up to one (1) day, to attend a funeral of a very close friend.



## ARTICLE 15 – LEAVE OF ABSENCE (cont.)

- 6) In all cases, the employee shall notify the Division prior to taking such leave.
- 7) The Assistant Superintendent may grant additional bereavement leave with or without pay.

### 15.07 Union Leave

- 1) Upon prior written request by the Union and approval by the Division, **an** employee elected or appointed to represent the Union at conventions, seminars, workshops, or on general Union business, shall be given leave of absence with pay and benefits. The Union shall reimburse the Employer for such costs.
- 2) Any representative of the Union on the Negotiations Committee or other Board/Union Committees who is an employee of the Division, may attend bargaining sessions or grievance and arbitration sessions or other joint meetings held during working hours, between the Division and the Union. Such time will be considered as time worked and will be with pay. Representation under this article shall be limited to a maximum of four **(4)** employees.

### 15.08 Religious Leave

An employee shall be allowed a leave of absence up to a maximum of three (3) days per school year without loss of pay for religious days observed by the employee.

Employees shall not absent themselves from duty for reasons of religious days without first notifying the Assistant Superintendent.

The following notification period shall apply:

- (a) Employees on staff requiring religious leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however, not later than September **30<sup>th</sup>**.
- (b) In instances where religious leave is required prior to September **30<sup>th</sup>** in the school year notice shall be given within ten **(10)** working days after the start of the school year, unless the religious day falls within the first ten **(10)** working days of the school year where the notice shall not be less than five **(5)** working days.
- (c) Where the appropriate notice has not been given, religious leave without pay up to a maximum of three (3) days will be provided to the employee.

The parties agree that this article constitutes reasonable accommodation for religious holy leave.

## ARTICLE 16 – SENIORITY

- 16.01 Seniority shall be established upon the completion of the probationary period and shall be defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, lay-off and recall as set out in other provisions of this Agreement.
- 16.02 School secretaries and other support staff will be basically employed on a ten (10) month basis with flexibility in larger schools for employment during the summer months. Also, secretaries and other support staff employed on a full day or part-time basis may be required to work during the Christmas and mid-term breaks as required by the Principal.
- 16.03 By April 30<sup>th</sup> of each year, an up-to-date seniority list shall be issued to the Union and posted in all schools showing the date of entry into the employ of the Division and the present classification of each employee. Employees shall be allowed twenty (20) days after receipt of the seniority list to dispute any entries which they feel are not correct after which time the list will be deemed official. Exceptions to this time will be recognized for employees on authorized leave of absence (including sick time) or vacation. In which case, the twenty (20) days' notice shall commence on their return to work.
- 16.04 Seniority shall be established upon the completion of the probationary period and shall count from date of employment. Seniority shall be maintained and accumulated during:
- a) absence due to sickness up to the maximum days accumulated under the provisions of the collective agreement;
  - b) authorized leave of absence up to thirty (30) calendar days;
  - c) the period of absence, for Maternity, Adoption and **Parenting Leave**; as per Employment Standards Code;
- 16.05 An employee shall lose seniority standing for the following reasons, when or if:
- a) the employee terminates;
  - b) the employee is discharged for just cause and is not reinstated;
  - c) the employee fails to return to work following an authorized leave of absence;
  - d) the employee does not return to work from lay-off within ten (10) working days of being notified by registered mail, or at another time which may be mutually agreed to;
  - e) the employee is laid off for a period in excess of one (1) year.

## ARTICLE 17 – COMPENSATION FOR INJURIES

In cases where compensation for loss of wages is paid by the Workers' Compensation Board, the Employer shall supplement such payment as follows:

**“An** amount sufficient to bring the compensation up to one hundred per cent (100%) of the employee's regular wages at the time of injury for a period of two (2) months.”

The amount of compensation used to accomplish the above shall be used to reduce the employees' accumulated sick leave credits under Article 12 (Sick Leave).

## **ARTICLE 18 – BENEFITS**

- 18.01 Staff shall be eligible to retire in accordance with the terms and conditions of the MAST Non-Teaching Employees Pension Plan.
- 18.02 The **Division** agrees to administer the Manitoba Blue Cross Extended Health Care Plan for its employees. Premiums for this plan shall be deducted from the employees' regular pay on a schedule as required by Manitoba Blue Cross.
- 18.03 The **Division** agrees to administer a Long Term Disability Plan for its employees. Premiums for this plan are to be deducted from the employees' regular pay on a schedule as required by the plan. The Union will provide to the Board all necessary information regarding registration, required participation, premiums and any other administrative information required to enroll and maintain this plan.
- 18.04 Employment Insurance Rebate
- The Division shall pay to the Union the accrued annual rebate of the Employment Insurance wage loss replacement partial premium reduction. The five-twelfths (5/12) portion due shall be remitted to the Treasurer of the Union.
- 18.05 The benefits now enjoyed by the regular full time staff will be pro-rated to the part-time employees. Exception see Article 13 – Vacations.

## **ARTICLE 19 – LAY-OFF AND RECALL**

- 19.01 Employees shall be laid off in reverse order of classification seniority provided always that the employees to be retained possess the ability, skill, qualifications and reliability to perform the remaining work.
- 19.02 The **Division** shall give the employee written notice of the date on which he is to be laid off at least four (4) weeks before the date on which he is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- 19.03 Employees who are laid off shall be placed on a re-employment list for a period of twelve (12) months. Employees placed on the re-employment list shall be called back in reverse order of lay-off starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employees possess the ability, skill, qualifications and reliability to perform the work.
- 19.04 Notification of recall following a lay-off shall be sent by certified letter to the last reported address of the employee.

## **ARTICLE 19 – LAY-OFF AND RECALL (cont.)**

19.05 Employees placed in new positions as a result of the lay-off procedure shall be required to serve a trial period of sixty (60) working days in accordance with Article 6.02.

If, in the opinion of the **Division**, the employee proves to be unsatisfactory in the position during the trial period or she feels she is not suited to perform the duties of the position, she shall be placed on the re-employment list.

## **ARTICLE 20 – EDUCATION**

Where employees are required, by the Division to attend professional development session, during working hours, the **Division** shall pay registration costs.

## **ARTICLE 21 – COMPASSIONATE CARE LEAVE**

Employees are entitled to Compassionate Care Leave in accordance with the Employment Standards Code.

## **ARTICLE 22 – DISCRIMINATION AND HARASSMENT**

22.01 The employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

22.02 The parties agree that there shall be no discrimination based on:

- Ancestry, including colour and perceived race
- Ethnic background or origin
- Age
- Nationality or national origin
- Political belief, association or activity
- Religion or creed
- Sex, including pregnancy
- Marital status or family status
- Sexual orientation
- Physical or mental disability
- Place of residence
- Membership or non-membership or activity in the union.

22.03 The definition of harassment shall consist of the definition contained in the Human Rights Code and shall further include the definition of harassment set out in the Workplace Harassment policy.

## **ARTICLE 23 – INCREMENTS**

23.01 For the purpose of increments, movement from one increment level to another shall occur on the employee's employment anniversary date. All new employees shall begin at the first increment level.

When an employee changes classification to a higher classified position within the bargaining unit, the start date in the new classification will become the increment date.

Change in classification involving movement to an identical salary scale shall mean the employees' step placement shall be maintained.

## **ARTICLE 24 – SAFETY AND HEALTH**

**The Division and Union agree to cooperate in promoting safe and healthy work practices within the division as set out under the Workplace Safety and Health Act.**

## SALARY SCHEDULE

### CUPE CLERICAL - WAGE RATES FOR JANUARY 1, 2009 TO DECEMBER 31, 2010

	STEP	JAN. 1/09 3%	JAN. 1 /10 3%
<hr/>			
<b><u>Educational Assistant</u></b>			
Crossing Guard	1	\$ 13.96	\$ 14.38
	2	14.77	15.21
	3	15.60	16.07
Educational Assistant 1	1	\$ 14.61	\$ 15.05
	2	15.44	15.90
	3	16.25	16.74
Educational Assistant 2	1	\$ 16.33	\$ 16.82
	2	16.98	17.49
	3	17.62	18.15
Technology Educational Assistant	1	\$ 14.61	\$ 15.05
	2	15.44	15.90
	3	16.25	16.74

### **Technician**

Lab Technician	1	\$ 16.63	\$ 17.13
Vocational Technician	2	17.69	18.22
	3	18.72	19.28

### **Library**

Library Clerk	1	\$ 14.33	\$ 14.76
	2	15.15	15.60
	3	16.00	16.48
Certified Library Clerk	1	\$ 14.99	\$ 15.44
	2	15.81	16.28
	3	16.63	17.13
Library Technician	1	\$ 16.02	\$ 16.50
	2	17.08	17.59
	3	18.13	18.67

**SALARY SCHEDULE (cont.)**

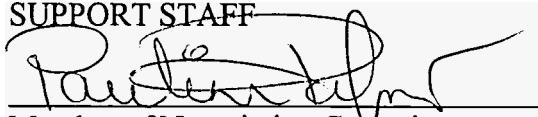
**CUPE CLERICAL - WAGE RATES FOR JANUARY 1, 2009 TO DECEMBER 31, 2010**

	<b>STEP</b>	<b>JAN. 1/09 3%</b>	<b>JAN. 1 /10 3%</b>
<hr/>			
<b><u>Administrative</u></b>			
Clerk Typist	1	\$ 13.96	\$ 14.38
	2	14.77	15.21
	3	15.60	16.07
School Accounts Clerk	1	\$ 14.99	\$ 15.44
	2	15.81	16.28
	3	16.63	17.13
School Secretary / Cont. Ed. Secretary	1	\$ 16.28	\$ 16.77
	2	17.10	17.61
	3	17.91	18.45
Senior Secretary	1	\$ 17.54	\$ 18.07
	2	18.59	19.15
	3	19.63	20.22
<hr/>			
Store Manager	1	\$ 14.47	\$ 14.90
	2	15.31	15.76
	3	16.14	16.62
<hr/>			
EA/RN	1	\$ 24.97	\$ 25.71
	2	25.83	26.60
	3	26.70	27.50
	4	27.61	28.43
	5	28.52	29.37
	6	29.42	30.30

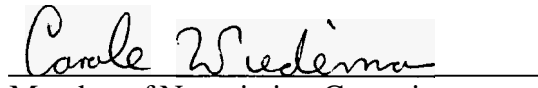
The parties agree that by changing the structure of the Salary Schedule, the parties are not agreeing to change the understanding of classification as outlined in the collective agreement nor as administered under previous collective agreements between them.

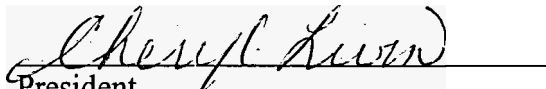
In witness whereof, the School Board has caused these presents to be sealed with the Seal of the Lord Selkirk School Division and signed by the Chairman and Secretary-Treasurer of the School Board, and the Union has caused these presents to be executed on its behalf by the members of the Negotiating Committee and the Union Representative.

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1522  
MLB 2899 CLERICAL AND  
SUPPORT STAFF

  
Member of Negotiating Committee

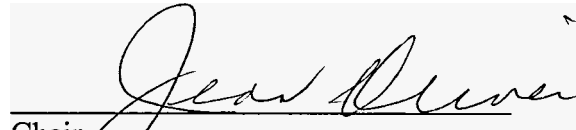
  
Member of Negotiating Committee

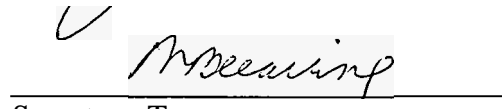
  
Member of Negotiating Committee

  
President

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

LORD SELKIRK SCHOOL DIVISION

  
Chair  
Chair

✓  
  
Secretary-Treasurer





**LETTER OF UNDERSTANDING**

**BETWEEN**

**LORD SELKIRK SCHOOL DIVISION**

**AND**

**CUPE LOCAL 1522**

**RE: WORKERS' COMPENSATION BOARD**

Notwithstanding any provisions to the contrary which may be contained in the Collective Agreement, the Lord Selkirk School Division and the Canadian Union of Public Employees, Local 1522, agree that when an employee is placed on Workers' Compensation:

1. The employee will continue to accrue seniority and vacation leave entitlement while the employee is absent on Workers' Compensation for a continuous period of one (1) year from the date of the accident which necessitated the employee being placed on compensation.
2. The employee will cease to accrue seniority after the period detailed in Point 1 above, but will retain all accrued seniority and vacation leave entitlement.
3. The employee will cease to accrue vacation leave entitlement after the period detailed in Point 1 above until they return to work at which point they will accrue vacation leave entitlement on a pro-rata basis depending upon their annual entitlement.

Signed this 16<sup>th</sup> day of June, 2009.

CUPE LOCAL 1522

Cheryl Kwan  
Samuel Bubbello  
Pauline Talbot  
Carole Wiederman

LORD SELKIRK SCHOOL DIVISION

Jan Brewer  
M. Seaving

*M. Seaving*