

COLLECTIVE AGREEMENT

BETWEEN

THE LOUIS RIEL SCHOOL DIVISION

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4642**

CLERICAL-TECHNICAL EMPLOYEES

JANUARY 1, 2010 TO DECEMBER 31, 2012

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**Collective Agreement
Louis Riel School Division and CUPE Local 4642
Clerical-Technical Employees**

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THIS AGREEMENT MADE THIS 30th DAY OF JUNE 2009

BETWEEN:

**THE LOUIS RIEL SCHOOL DIVISION
HEREINAFTER CALLED
"THE EMPLOYER"
PARTY OF THE FIRST PART**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 4642
HEREINAFTER CALLED
"THE UNION"
PARTY OF THE SECOND PART**

PREAMBLE

WHEREAS it is the desire of both Parties to this Agreement

- 1) **To** maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and wage scales.
- 3) To encourage efficiency in operation;
- 4) To promote the morale, well-being and security of all full time and regular part-time Employees in the bargaining unit of the Union, and

WHEREAS the primary purpose and concern of the Board is the education of children in the community, rendered both directly through the teaching staff and indirectly through its auxiliary staff of the Division, it is clearly understood that at all times and under all circumstances first consideration will be given to the educational needs of the students and community; and,

WHEREAS it is desirable that methods of bargaining and matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 – SCOPE OF AGREEMENT

1.01 This Agreement shall apply to all employees as described in Article 3.01. Furthermore:

- 1) Regular Full-Time Employee means an Employee who regularly works the full prescribed hours of work per week.
- 2) Regular Part-Time Employee means an Employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis.
- 3) Temporary Employees are those employed to perform a specific **job**, or for a specific period of time, or until the occurrence of a specific event. A temporary employee will not normally work for more than six (6) months without the mutual consent of the Parties. The six month time limit shall not apply to replacement employees hired for maternity or parenting leaves. If hired until the occurrence of an event, then the event should be identified.

A Temporary Employee, upon exceeding sixty (60) continuous working days of employment shall then be eligible to begin to receive the benefits of the collective agreement, however, shall not have recourse to the grievance and arbitration procedure in the instance of a discharge. However, should a temporary employee apply for and successfully receive a full time or part-time position prior to their expiry date or event, then continuous service would be recognized.

- 4) Casual Employees are those employed on an irregular and/or unscheduled basis. Casual Employees shall not be entitled to benefits incorporated in this Agreement.
- 5) Summer Students employed during the period commencing May 1st and terminating September 15th in any year, are not included within the scope of this Agreement and as such are not entitled to any rights and benefits incorporated in this Agreement.

1.02 Interpretation

The masculine shall be construed as including the feminine, the feminine as including the masculine, the singular shall be construed as including the plural, and the plural the singular, where required.

ARTICLE 2 – DURATION OF

2.01 This Agreement shall take effect and be binding upon the Parties from this first day of **January 1, 2010 to December 31, 2012** and thereafter until revised or terminated as hereinafter provided.

- 2.02 1) If either Party desires to revise or terminate this Agreement, they will give the other Party not more than ninety (90) days and not less than thirty (30) days notice, in writing, prior to the expiry date of this Agreement.
- 2) The Employer agrees that within thirty (30) working days of receipt of the opening proposals of the Union, or other date as agreed by the parties, to submit to the Union the employer's opening proposals for negotiations.

ARTICLE 2 – DURATION OF AGREEMENT (cont'd)

- 2.03 The wage schedule of this Agreement shall be retroactive as outlined in the salary schedule. Other negotiated items and changes resulting to the Collective Agreement shall be effective as of the date of signing, unless otherwise negotiated.
- 2.04 Any retroactive pay adjustments for the period between the expiration of the previous agreement and the date of signing of this Agreement shall apply to:
- 1) Employees who are in the employ of the Board on the date of signing of this Agreement;
 - 2) Employees who have left the service during the above mentioned period by reason of being laid-off by the Board, or who have resigned, or who have retired;
 - 3) Employees who have died while employed by the Board.
- 2.05 During the period of negotiations for a revised or new contract, this Agreement shall remain in full force.
- 2.06 There shall be no strikes, walkouts, or slowdowns on the part of any employee during the term of this Agreement.
- 2.07 There shall be no lockout or shutdown on the part of the Employer during the term of this Agreement.

ARTICLE 3 – UNION RECOGNITION

- 3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for Employees in the employ of the Louis Riel School Division listed in Schedule "A" and as described in the Manitoba Labour Board certificate No. MLB_6209 dated April 15, 2004.
- 3.02 Should a dispute arise concerning whether a particular person comes within the bargaining unit covered by this Agreement, the matter may be submitted by either Party to the Manitoba Labour Board for decision.
- 3.03 The Union agrees that there shall be no solicitation of members on the premises of the Division during working hours except as permitted by the Division.
- 3.04 It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without prior approval of the Division.
- 3.05 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when meeting or negotiating with the Employer.
- 3.06 The Union shall notify the Superintendent or Designate in writing, of the names of their Officers and Stewards.
- 3.07
- 1) The Division agrees to the compulsory check-off of Union dues for all employees covered by this Agreement. Every bi-weekly pay period, the Employer agrees to deduct from the salaries of each and every employee covered by this Agreement, the amount of dues as determined by the Union.
 - 2) Union dues shall not be deducted from those Employees classified as Casual and/or Student as per Article 1.01.

ARTICLE 3 – UNION RECOGNITION (cont'd)

- 3) Deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names of all Employees from whose wages the deductions have been made. Amounts so deducted will be reported annually on the Employees' Income Tax slips.
- 3.08 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 the proceeding 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.
- 3.09 The Union shall notify the Division in writing, of any change in the amount of dues deduction at least thirty (30) days prior to the expected change.
- 3.10 The Union will notify the Division three (3) days prior to the Employees going on strike.
- 3.11 No Employee shall lose his/her job as a result of the Board contracting out.
- 3.12 The Employer agrees to acquaint each new bargaining unit employee with the fact that a Union agreement is in effect, and will provide the employee with information regarding the dues to be deducted and a copy of the current collective agreement.
- 3.13 The Division shall supply all employees with a copy of the new Collective Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 It is expressly understood and agreed that the management and administration of the School Division is vested solely and exclusively in the Employer. The Division agrees to exercise its management rights and terms of this Agreement reasonably, fairly, in good faith and in a manner consistent with this Agreement as a whole.

ARTICLE 5 – PERSONNEL RECORDS

- 5.01 An employee shall have the right, upon written request, to review her personnel file. The Superintendent/Designate shall be present. Employees shall have the right to initial and date documents on their personnel record. An employee shall have the right to respond in writing to any document contained in their personnel file.

ARTICLE 6 –

- 6.01 Every employee shall be placed on probation for a period of six (6) consecutive months of service from the date which employment commenced. The Division may extend the probationary period of an employee a further three (3) months. In the case of employees working less than twelve (12) months, the normal school break periods of Summer, Christmas and Spring shall not count as service toward the completion of an employee's probation period.
- 6.02 At any time during the probationary period, the employee may be suspended or dismissed by the employer without any reason or notice being given therefore and notwithstanding any other provision in this Agreement there shall be no appeal or recourse to the Grievance and Arbitration Procedure against such suspension or dismissal.
- 6.03 Upon completion of the probationary period, seniority shall be retroactive to the date of last hire.

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- 7.01 1) Seniority shall be established upon the completion of the probationary period and shall count from the date of last hire within the bargaining unit. If a temporary employee becomes a regular employee without a break in service, seniority shall be retroactive to the first day of continuous temporary employment.
- 2) Seniority by classification is defined as the length of continuous service within a classification, since the date of last hire in such classification. For the purpose of this Agreement there shall be two classifications, namely:

- (i) Clerical (ii) Technical

N.B. Break in service shall not include paid time off, an authorized leave of absence, Christmas, spring breaks, summer breaks and paid sick leave.

7.02 Seniority shall be maintained and accumulated during:

- 1) an absence due to sickness or accident up to twelve **(12)** months;
- 2) a vacation or paid holiday or maternity, parental leave, Workers' Compensation, LTD;
- 3) an authorized leave of absence of up to thirty (30) calendar days;
- 4) summer break period for employees working less than twelve **(12)** months;
- 5) union leaves.

7.03 Seniority shall be maintained but not accumulated during:

- 1) a layoff for a period of up to twelve **(12)** months;
- 2) an authorized leave of absence in excess of thirty (30) calendar days;
- 3) an absence due to sickness or accident for a period in excess of twelve **(12)** months.

7.04 Seniority shall be forfeited and employment deemed terminated, and there shall be no obligation to rehire for the following reasons:

- 1) a resignation in writing;
- 2) an Employee is discharged for just cause and not reinstated;
- 3) an Employee fails to return to work following an approved leave of absence or suspension unless such notification was not reasonably possible;
- 4) an Employee fails to report for duty after fourteen **(14)** calendar days following notification to his last known address by registered mail to do so following a lay-off; the Employee must inform the Board of his current address;
- 5) an Employee is laid off for a period in excess of twelve **(12)** months.

ARTICLE 7 – SENIORITY (cont'd)

- 7.05 A seniority list as of January 31st shall be prepared and circulated each year during the month of February to all Employees and to the Union Representative. Each Employee shall be permitted a period of twenty (20) working days after receipt of such seniority list to protest, in writing. However, when an Employee is on vacation, leave of absence or sick leave, the Employee may protest the alleged omission or incorrect listing within twenty (20) working days of his return to work. If the Employee's protest is not settled to the satisfaction of the Parties to this Agreement and the Employee affected, the matter shall be considered a grievance and shall be processed under Article 11 hereof.

ARTICLE 8 – LAYOFF AND RECALL

8.01 Definition

A layoff shall be defined as a reduction in the workforce or a reduction in the normal hours of work for an employee whose hours have been unilaterally reduced by the employer by more than five (5) hours per week.

The incumbent employee has the option to:

- 1) accept the reduction and remain in the position, or
- 2) to exercise their seniority rights through bumping, or
- 3) choose to be laid off.

8.02 Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to length of service. An employee about to be laid off may bump the most junior employee with comparable hours and less seniority within his/her classification and pay grade or, if no junior person exists, may displace the most junior person in a lower pay grade within their classification with comparable hours and less seniority, providing the employee exercising the right has, in the judgment of the Division, the ability, skill, qualifications and experience to perform the work of the employee with less seniority.

- 8.03 Employees shall be recalled in order of their seniority, as defined in Article 7.01(2), provided that the person recalled has the knowledge, education, abilities, skills, qualifications and experience to perform the work. Any laid off employee has the option to refuse call back for a position which does not provide an equivalent number of hours, within five (5) hours per week, to her previous position.

Notification of recall, following a lay-off, shall be sent by certified letter to the last reported address of the Employee. It shall be the responsibility of the employee to keep the Division informed of their current address.

- 8.04 New employees shall not be hired if there are employees on lay-off who have the knowledge, education, abilities, skills, qualifications and experience to perform the work. The right of re-call as provided in Article 8.03 shall cease twelve (12) months following the date of lay-off.
- 8.05 In the event of lay-off, every employee affected shall be given four (4) weeks notice before the date on which she is to be laid off, and to the extent that such minimum notice is not given, the employee shall receive pay in lieu thereof.
- 8.06 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

- 9.01 1) Where a position within the scope of this Agreement is established or where the Division determines a position is vacant for a known duration of six months or more, the Division agrees to post a notice of position in all schools and shops for a period of not less than five (5) working days. Such notice shall state the nature of the position, the location, the required knowledge, education, abilities and skills required and the rate of pay for that position. Present employees shall have five (5) working days from the initial posted date to apply for the bulletined position.
- 2) In the event of a job vacancy bulletin being issued during the summer vacation period (July or August), such notices will be sent to the last known address of all members of the bargaining unit.
- 3) Seniority shall be the determining factor in matters of staff changes, subject to the employee having the knowledge, education, abilities, skills, qualifications, experience, and competency to do the work, being able to meet the requirements of the job and having a good employment record.
- 9.02 Any employee upgraded to a higher classification shall be considered to be on a trial basis in her new classification for a period of three (3) months. The trial period may be extended by a further three (3) months should the Employer deem it necessary. The employee will be advised of any extension in writing.
- 9.03 In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the new position, she shall be returned to her former position, at her former salary without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to her former position at her former salary without loss of seniority.
- 9.04 Employees who are promoted to a higher pay band shall be placed in the same step in the higher pay band.
- 9.05 An employee who is appointed by the Division for a temporary period of time to a position of higher pay grade level shall be entitled to acting pay if the following requirements are met:
- I) a minimum of three (3) days worked by the employee;
 - 2) such appointment is made in writing by the Supervisor or designate.

No posting shall be required in such cases.

- 9.06 The acting pay shall be calculated in the same manner as promotion increases after completion of the required period, and retroactive to the date of the temporary appointment.

When an employee is temporarily assigned in accordance with the terms of this collective agreement to a position paying a lower rate, her rate shall not be reduced.

ARTICLE 9 – PROMOTIONS AND STAFF CHANGES (cont'd)

- 9.07 The Division will provide the President and Secretary of CUPE local 4642 with the name of the successful applicant for positions within the bargaining unit, with the name of the newly hired employee within the bargaining unit, and of all resignations, retirements and deaths of bargaining unit employees, in a timely fashion.
- 9.08 When current positions are adjusted one (1) pay grade up (or down), the incumbent shall be given the opportunity to retain the position without bulletining the position. Positions where the adjustment involves more than one (1) pay grade change shall be bulletined.
- 9.09 Newly hired employees and employees who are the successful applicants for positions other than their current position, will be provided with the job description for that position.

ARTICLE 10 – NO DISCRIMINATION

- 10.01 The Union and the Division agree that there shall be no discrimination as defined in the Manitoba Human Rights Code, nor by reason of membership or non-membership in the Union.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 Should a dispute arise between the Board and any Employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Employees and their immediate Supervisor with or without a shop steward shall make an earnest effort to resolve any difference prior to commencement of the formal grievance process. The employee shall submit their concerns in writing and any discussions shall be without prejudice to the formal grievance process.

Step 1

All grievances shall be submitted, in writing, within twenty-one (21) working days of the incident, citing the Article(s) violated and the solution sought. In the event of a grievance originating while an Employee is on an approved leave of absence from work, such grievance shall be lodged within twenty-one (21) working days of the said Employee returning to work.

Step 2

Failing satisfactory Settlement in Step 1, the Employee(s) concerned, together with the Steward, will submit within five (5) working days, a written statement of the particulars of the complaint and the redress sought to the Superintendent and/or Designate and he shall render his decision within five (5) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, the Employee(s) concerned, together with the Grievance Committee, shall submit the matter to the Board of Trustees within five (5) working days after receipt of the Superintendent and/or designates decision. Upon written request by the Union, a hearing shall be granted. The Board of Trustees shall render its decision within ten (10) working days following the hearing.

ARTICLE 11 - GRIEVANCE PROCEDURE (cont'd)

Step 4

Failing satisfactory settlement being reached in Step 3, the Union may refer the dispute to Arbitration by giving notice in writing to the Board within five (5) days of the next regularly scheduled Union meeting or within 15 days, whichever comes first.

- 11.02 Replies to grievances shall be in writing at all stages.
- 11.03 Grievances settled satisfactorily within the time allowed shall date from the time of the incident.
- 11.04 The Board will supply the necessary accommodation for the Grievance Committee.
- 11.05 The time limits fixed in the Grievance Procedure may be extended by the consent of both Parties.
- 11.06 For the purpose of this Article and Article 12 - Arbitration Procedure, working days shall be those days that the Board Office is open to serve the public.

ARTICLE 12 - ARBITRATION PROCEDURE

- 12.01 When either Party requests that a grievance be submitted to Arbitration, the request shall be made, in writing, addressed to the other Party to the Agreement.
- 12.02 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 Chairperson.
- 12.03 If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within fourteen (14) days, the appointment shall be made by the Minister of Labour upon the request of either Party.
- 12.04 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.
- 12.05 The Parties to this Agreement request that the Board of Arbitration hand down its decision within fifteen (15) days from the date of the hearing.
- 12.06 Each Party shall pay the fees and expenses of its appointee and one-half (1/2) of the fees and expenses of the Chairperson.
- 12.07 The time limits fixed in the Arbitration Procedures may be extended by the consent of both Parties.
- 12.08 Nothing herein shall prohibit the Parties from mutually 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 a single Arbitrator.

ARTICLE 13 – EMPLOYEE BENEFITS

13.01 Pension Plan

1) All eligible Employees, upon completion of their probationary period, shall participate in the Manitoba Association of School Trustees (MAST) Non-Teaching Employees Pension Plan under the terms and conditions of the Plan. As per the provisions of the Plan, employee contributions will be matched equally by the Board and will be integrated with the Canada Pension Plan (C.P.P.). Employees shall be eligible to retire in accordance with the Plan.

2) Employees presently in the employ of the Division, prior to the August 1, 1974 implementation day, shall have the option of joining the non-teaching pension plan.

13.02 Group Life Insurance

- 1) The Board will administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
- 2) Unless otherwise excluded, the Employee's share of annual premiums shall be deducted in equal amounts from each salary cheque, for all participants in the plans.
- 3) All Employees coming on staff after the effective date of the implementation of the plans in the Division shall be required to participate in the plans unless granted exclusion by the Trustees of the Manitoba Public School Employees, Group Life Insurance Plan.
- 4) The premiums for basic life insurance coverage shall be paid equally by the Board and the employees.

13.03 Salary Continuance

This coverage will be made available upon appointment to all employee; working half time and above with the conditions established by the underwriter. Premiums will be paid by the employee.

13.04 Car Allowance

Employees who are required to supply their own transportation in the performance of their duties shall upon receipt of proper documentation be paid a mileage allowance as stipulated in the Board's policy for such purpose.

ARTICLE 14 – HOURS OF WORK

14.01 Technical

The normal work week shall consist of five (5) consecutive days, up to eight (8) hours per day, for a total of up to forty (40) hours per week Monday to Friday.

ARTICLE 14 – HOURS OF WORK (cont'd)

14.02 Clerical

The normal work week shall consist of five (5) consecutive days, seven (7) hours per day for a total of thirty-five (35) hours. Consecutive days shall be Monday to Friday inclusive.

14.03 All employees working more than five (5) continuous hours per day shall be entitled to a designated unpaid lunch period not exceeding one (1) hour.

14.04 Employees working a shift of not less than three (3) continuous hours and not more than 5.5 continuous hours shall be entitled to one (1) designated fifteen (15) minute rest period. Employees working more than 5.5 continuous hours shall be entitled to two (2) designated fifteen (15) minute rest periods during that shift, to be arranged by mutual agreement.

ARTICLE 15 – OVERTIME

15.01 All time worked beyond the normal hours of work as set forth in Articles 14.01 & 14.02, or on a holiday shall be considered as overtime, if authorized by the employee's immediate supervisor or his/her designate.

15.02 Overtime rates shall be as follows:

- 1) On a regular work day - time and one-half (1 ½x) for the first two (2) hours and double (2x) time thereafter.
- 2) On a Saturday and/or Sunday, double time (2x).
- 3) By mutual agreement between the employer and the employee, overtime may be compensated for by the granting of equivalent time off at the overtime rate.

15.03 Employees who are directed by the Administrator, as designated by the Board, to return to work, as the result of a callout, shall receive a minimum of two (2) hours pay at the applicable overtime rate.

15.04 Employees required to work in excess of two (2) hours overtime shall be provided with a meal or meal allowance of eight dollars (\$8.00).

15.05 Regular part-time employees working beyond the normal day/work week as outlined in Articles 14.01 & 14.02, shall be compensated at regular overtime rates.

15.06 An employee may only bank up to a maximum of ten (10) paid working days, at any one time, to be taken at a time mutually agreed by the employee and the Employer. This leave may be taken during the following eleven (11) months or carried over to the next calendar year, or at the employee's option shall be paid at the rate of pay in receipt at the time this leave is earned.

15.07 The Employee's hourly rate for the purpose of calculating overtime shall be the determining factor.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 The following nine (9) statutory holidays will be recognized and granted to all employees with pay:

- | | |
|------------------|---------------|
| New Year's Day | Good Friday |
| Victoria Day | Canada Day |
| Civic Holiday | Labour Day |
| Thanksgiving Day | Christmas Day |
| Boxing Day | |

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.

- 16.02 In the event that any of the said holidays occur during an employee's annual vacation, he or she shall be allowed an additional day at a time mutually convenient to the immediate supervisor and the employee.
- 16.03 Employees assigned to schools shall be eligible for pay for August Civic Holiday and Labour Day provided they are on the payroll an aggregate of fifteen (15) calendar days in the month the holiday occurs.
- 16.04 In order to qualify for payment for the other statutory holidays not listed in Article 16.03, the employee must have met the attendance requirements of "The Employment Standards Code."
- 16.05 When a paid holiday occurs on a 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.
- 16.06 Regular part time employees shall be entitled to statutory holiday pay on a pro-rata basis.

ARTICLE 17 – VACATION

- 17.01 For the purpose of the Agreement, a vacation year is from July 1st of any year to June 30th, of the following year.
- 17.02 An employee with less than one (1) year of service in the preceding vacation year shall receive vacation with pay calculated on the basis of one (1) day vacation for each twenty-six days worked, or major portion thereof.
- 17.03 Employees with more than one (1) year of service shall be eligible for vacation as follows:
- Thirteen (13) working days after one (1) year of continuous service.
 - Fifteen (15) working days after three (3) years of continuous service.
 - Twenty (20) working days after nine (9) years of continuous service.
 - Twenty-five (25) working days after seventeen (17) years of continuous service.
 - Thirty (30) working days after twenty-five (25) years of continuous service with the Louis Riel School Division.

ARTICLE 17 – VACATION (cont'd)

17.04 Vacation leave shall be **pro-rated** for employees completing their 3rd, 9th, 17th and 25th year of service during the calendar year and calculated on a similar basis as set out in Article 17.03.

For purposes of the calculation and determination of **pro-rata** vacation leave under Article 17, the following method will apply:

- 1) Any fraction of a day equal to or greater than one half shall be computed as one day;
- 2) Any fraction of a day less than one half shall not be counted.

17.05 Employees shall earn vacation credits on a **bi-weekly** basis as per Article 17.03.

17.06 Employees who are not required to work during the Christmas and Spring Break periods, shall receive their vacation pay entitlement during these periods. Employees qualifying for more vacation than what is normally provided at Christmas and **Spring Break** shall receive the balance in pay at May 30th or the pay period in which May 30th falls. In special circumstances, vacation credits may be taken during the school year at the discretion of the Superintendent and/or designate. Employees who have not accrued sufficient vacation credits for those periods shall have their pay adjusted at June 30th accordingly or upon termination if prior to June 30th.

17.07 Employees whose services are required during the Christmas break, spring break and/or the end of the school year shall be granted vacations on the basis of seniority within the school or department.

17.08 Employees whose services are required eleven (11) or twelve (12) months of the year may request their vacations at any time during the year subject to the approval of their immediate supervisor.

17.09 Where an Employee qualifies for sick leave while hospitalized or bereavement leave during their period of vacation, vacation credits shall be reinstated if proof is provided to the Employer. The period of vacation so displaced shall be taken at a time mutually agreeable to both the Employee and Employer.

17.10 For the purposes of vacation accrual, ten (10) months, and eleven (11) months, shall be considered as a year's service, for ten (10) month and eleven (11) month employees respectively.

17.11 A permanent employee **leaving** the employment of the Division prior to the anniversary date for vacations shall be entitled to a proportionate payment of wages, in accordance with article 17.03, in lieu of such vacation.

17.12 An employee who is discharged for cause shall be entitled to receive vacation or vacation pay **pro-rata** to the portion of the year in which they were **eligible** for vacation, in accordance with Article 17.03.

17.13 An Employee who resigns and does not give the Employer at least fourteen (14) calendar days notice prior to the date the resignation becomes effective shall be entitled to receive vacation or vacation pay **pro-rata** to the portion of the year **in** which they were eligible for vacation, in accordance with article 17.03.

ARTICLE 18 – SICK LEAVE

- 18.01 No Employee will be entitled to sick leave or accrual of sick leave for any period while employed elsewhere for wage or profit or on a leave of absence without pay.
- 18.02 Sick pay shall not be payable if an Employee:
- 1) is ill resulting from the use of drugs or alcohol and who is not receiving continued treatment from a licensed physician for their usage of drugs or alcohol;
 - 2) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving benefits under a provincial insurance plan;
 - 3) is absent from work because of plastic surgery performed solely for cosmetic purposes not attributable to an illness or injury.
- 18.03 Sick leave credits, which will provide leave of absence, with pay, shall be accumulated at a rate of one (1) day per bi-weekly pay period. The maximum sick leave credits shall not exceed one hundred twenty (120) days.
- 18.04 The Division, in its discretion, may grant sick leave for a period in excess of the provisions of this Article.
- 18.05 The Division may require an Employee, who claims having been absent because of sickness, to furnish a certificate from a duly qualified medical practitioner, certifying that said Employee was unable to perform their duties due to illness or injury. Upon submission of a receipt, the Board will reimburse the employee for the cost of the certificate.
- 18.06 An Employee prior to her return to work, may be required to furnish a medical certificate when requested by the Division. Any costs incurred by the employee being required to supply this certificate shall be borne by the Division.
- 18.07 Failure to provide a medical certificate acceptable to the Division within two (2) days of the request may result in a loss of pay for the period of the absence. Such loss of pay does not preclude the Division from further disciplining an Employee for improper absence from work.
- 18.08 Every Employee shall notify or cause someone on their behalf to notify the designated Administrator two (2) hours prior to the commencement of their duties if they are unable to report to work through illness. However, an employee who starts work at 12:00 p.m. (noon) or thereafter shall provide three (3) hours notice.
- 18.09 The Division and the Union agree that suspected abuses of sick leave will be investigated, and proven instances of abuse will result in disciplinary action being taken against the Employee.
- 18.10 The Board reserves the right to require an employee to submit to a medical examination by a medical practitioner who is mutually acceptable to the Board and the employee if the Board feels that the health of an employee is conflicting with his/her ability to perform the required duties of that position. Cost to be borne by Employer, if applicable.

ARTICLE 18 – SICK LEAVE (cont'd)

- 18.11 Supplementation of Compensation Award – when an employee is unable to work and is in receipt of Workers' Compensation allowance as a result of an injury incurred in the course of their duties, the employee shall be paid an additional amount which, combined with the compensation allowance, shall ensure the maintenance of their regular salary less their usual deductions. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers' Compensation allowance, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.
- 18.12 Should the Division become eligible for a reduction in the Employment Insurance Premium under the terms of the Employment Insurance Act, the five-twelfth (5/12) portion due to the employees' shall be remitted to the Union annually.

ARTICLE 19 – LEAVE OF ABSENCE

- 19.01 All requests for leave of absence, with or without pay, must be requested, in writing, and approved by the Superintendent and/or designate.

19.02 General Leave

The employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient reasons.

19.03 Union Leave

Leave of absence without loss of seniority but without pay shall be granted upon request to the Board by employees elected or appointed to represent the Union at Union conventions or other business. Such time shall not exceed an aggregate total of forty-five (45) days in any one year to all members of the bargaining unit.

Such employees shall receive her rate of pay and benefits as provided for in the collective agreement and the Union shall reimburse the Employer for all wages and benefits within thirty (30) days of invoice.

- 19.04 Employee representatives of the Union, who are members of the Grievance and Bargaining Committees, shall have the privilege of attending joint Union-Board meetings of these committees held within working hours without loss of remuneration.
- 19.05 1) Full Time Union Leave – An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his term of office. Such employee shall receive his pay and benefits as provided for in this agreement but the Union shall reimburse the Employer the costs of wage and fringe benefits during the period of absence.
- 2) Presidents Leave of Absence – The President of the local shall be granted leave of absence without pay for all time spent conducting Union business. This shall include, but not be limited to, meetings with the Employer, for negotiations and/or grievance processing, investigation of grievances and attendance at CUPE conventions and seminars. In all instances of leave of absence without pay under this article prior approval of the Superintendent/Designate must be obtained. This shall be in addition to the leave granted in Article 19.

ARTICLE 19 – LEAVE OF ABSENCE (cont'd)

19.06 Bereavement Leave

- 1). For bereavement leave, the full salary of the employee will be paid during the absence as follows:
 - i) Death of a spouse or common-law spouse or same-gender partner 5 days
 - ii) Death of a child or grandchild 5 days
 - iii) Death of an immediate family member living in the household 5 days
 - iv) Death of a parent or parent-in-law 5 days
 - v) Death of a grandparent 2 days
 - vi) Death of a brother, sister 3 days
 - vii) Death of a brother-in-law or sister-in-law 2 days
- 2) Where travel is necessary in attending to a bereavement, the Superintendent may grant additional time. Application for such an extension should be made to the Superintendent's Office.
- 3) For the purpose of this clause:

Where an employee establishes that he/she has been residing with a person of the same or opposite gender and has lived with that person in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as his/her spouse, that person shall be deemed to be the same gender partner, or common-law spouse of the employee.

19.07 Jury Duty

Employees who are called upon to serve on a jury shall be paid their regular salary. Employees shall make themselves available for duty at their job during regular hours when they may not be required at court and will present proof of jury service. Any fee or payment, excluding expenses, received by reason of service as a juror on working days shall be forwarded to the Employer.

19.08 Maternity Leave

The provisions of the Employment Standards Code of the Province of Manitoba shall apply.

19.09 Parental Leave

The provisions of the Employment Standards Code of the Province of Manitoba shall apply.

19.10 Leave for Writing Examinations

Upon application, the Superintendent/Designate may grant time off with pay to a maximum of one half-day (½) day per examination to upgrade an employee's job related skills.

ARTICLE 20 – PAYMENT OF WAGES

- 20.01 The Board shall pay salaries on a **bi-weekly** basis in accordance with Article 3. Pay notification (pay stubs) shall be available every second Thursday. Pay cheques shall be deposited every second Friday.
- 20.02 All permanent part-time employees shall receive the wage rates and applicable benefits on a pro-rata basis.
- 20.03 Each employee covered by the collective agreement shall receive an increment adjustment in salary for each year of service until the maximum level of the classification has been reached. Increment adjustments will take effect on the employee's anniversary date.
- 20.04 Employees working in schools may work during July and August at the discretion of the Superintendent and/or Designate, and shall be paid for such time at the appropriate hourly rate.

ARTICLE 21 – JOB CLASSIFICATION

- 21.01 Existing classifications shall not be eliminated or changed without prior consultation of the Union.
- 21.02 The Employer agrees to provide the Union with **job** descriptions for all jobs for which the Union is the bargaining agent. The Employer shall prepare and provide to the Union a new job description whenever a job, which falls under the collective agreement, is created or where there is a significant change in duties of an existing job which could result in a change of classification.
- 21.03 An employee shall have the right to request a review of her classification if the duties of her job are substantially changed or increased by the Employer/Supervisor or if she feels her job has been incorrectly or unfairly classified. Such a request shall be in writing to her Supervisor with a copy to the Superintendent/Designate and the Union representative.
- 21.04 The rate of pay shall be subject to negotiations between the Union and the Employer. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.

ARTICLE 22 – LABOUR MANAGEMENT NEGOTIATIONS

- 22.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out the Union will supply the Employer with the names of its officers.
- 22.02 A Bargaining Committee shall be appointed and shall consist of no more than three (3) members of the Board as appointees of the Board and no more than four (4) members of the Union as appointees of the Union. The Union will advise the Board of the Union nominees to the Committee.
- 22.03 Any representative of the Union on a Joint Committee of Negotiations, Conciliation, Mediation, Grievance, Arbitration or Liaison, who is an employee of the Board shall have the privilege of attending Joint Committee Meetings with the Board held within working hours without loss of remuneration, seniority and benefits.

ARTICLE 22 – LABOUR AGREEMENT NEGOTIATIONS (cont'c)

22.04 Union Officers and Committee members may be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to be absent from work during normal working hours for such purposes shall be obtained from the immediate supervisor prior to the absence. Overtime shall not be paid for any hours worked outside normal working hours to compensate for time spent in the performance of Union duties pursuant to the terms of this article. Such permission shall not be unreasonably withheld.

22.05 Copies of all motions, resolutions, and by-laws or rules and regulations adopted by the Board which affect the members of the Union are to.

- 1) be forwarded to the Union, and
- 2) be posted on all bulletin boards.

A copy of the minutes of the Board shall be mailed to the President of the Union and the CUPE Representative.

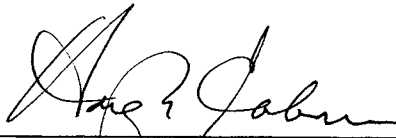
Jan 1, 2010 Rates - 3% increase				
LRSJ Jobs				
	Step 1	Step 2	Step 3	Step 4
Payband 1	\$28.37	\$29.37	\$30.37	\$31.40
IS Network Services Technician				
IS Applications Developer				
Graphic Artist/Web Designer				
Payband 2	\$26.94	\$27.90	\$28.87	\$29.84
Assistant Supervisor				
Payband 3A	\$24.60	\$25.83	\$27.06	\$28.76
IS Software Support Facilitator				
Payband 3B	\$23.88	\$24.84	\$25.82	\$26.81
School Accounting Coordinator				
Payroll Coordinator				
Benefits Coordinator				
Payband 4	\$22.75	\$23.26	\$23.77	\$24.29
IS Support Technician				
Payroll Assistant				
Benefits Assistant				
Audio Visual Technician				
Payband 5	\$21.64	\$22.38	\$23.11	\$23.88
Library Technician (Divisional)				
Human Resources Assistant				
Administrative Secretary - Superintendent's Team				
Administrative Secretary - Board Office				
Administrative Secretary - Transportation				
Administrative Secretary - Schools				
Payband 6	\$20.16	\$20.74	\$21.33	\$21.92
Accounting Assistant B				
Payband 7	\$19.61	\$20.18	\$20.78	\$21.36
Printer Technician				
Library Assistant				
\$0.75/hour Premium for Library Assistant with 1 or 2 year diploma				
Accounting Assistant A				
Accounting Assistant - Facilities				
Purchasing Assistant				
Substitute System Operator				
Facilities Assistant				
Secretary				
Office Clerk				
Courier/Driver				

Jan 1, 2011 Rates – 3% Increase				
LRSD Jobs	Step 1	Step 2	Step 3	Step 4
Payband 1	\$29.22	\$30.25	\$31.29	\$32.35
IS Network Services Technician				
IS Applications Developer				
Graphic Artist/Web Designer				
Payband 2	\$27.75	\$28.74	\$29.74	\$30.73
Assistant Supervisor				
Payband 3A	\$25.33	\$26.61	\$27.87	\$29.62
IS Software Support Facilitator				
Payband 3B	\$24.59	\$25.59	\$26.60	\$27.62
School Accounting Coordinator				
Payroll Coordinator				
Benefits Coordinator				
Payband 4	\$23.44	\$23.96	\$24.49	\$25.02
IS Support Technician				
Payroll Assistant				
Benefits Assistant				
Audio Visual Technician				
Payband 5	\$22.29	\$23.05	\$23.81	\$24.59
Library Technician (Divisional)				
Human Resources Assistant				
Administrative Secretary - Superintendent's Team				
Administrative Secretary - Board Office				
Administrative Secretary - Transportation				
Administrative Secretary - Schools				
Payband 6	\$20.76	\$21.37	\$21.97	\$22.58
Accounting Assistant B				
Payband 7	\$20.20	\$20.78	\$21.40	\$22.00
Printer Technician				
Library Assistant				
\$0.75/hour Premium for Library Assistant with 2 year diploma				
Accounting Assistant A				
Accounting Assistant - Facilities				
Purchasing Assistant				
Substitute System Operator				
Facilities Assistant				
Secretary				
Office Clerk				
Courier/Driver				

Jan 1, 2012 Rates – 2.5% Increase				
LRSD Jobs	Step 1	Step 2	Step 3	Step 4
Payband 1	\$29.95	\$31.00	\$32.07	\$33.16
IS Network Services Technician				
IS Applications Developer				
Graphic Artist/Web Designer				
Payband 2	\$28.45	\$29.46	\$30.48	\$31.50
Assistant Supervisor				
Payband 3A	\$25.97	\$27.27	\$28.57	\$30.36
IS Software Support Facilitator				
Payband 3B	\$25.21	\$26.23	\$27.26	\$28.31
School Accounting Coordinator				
Payroll Coordinator				
Benefits Coordinator				
Payband 4	\$24.02	\$24.55	\$25.10	\$25.64
IS Support Technician				
Payroll Assistant				
Benefits Assistant				
Audio Visual Technician				
Payband 5	\$22.85	\$23.63	\$24.40	\$25.21
Library Technician (Divisional)				
Human Resources Assistant				
Administrative Secretary - Superintendent's Team				
Administrative Secretary - Board Office				
Administrative Secretary - Transportation				
Administrative Secretary - Schools				
Payband 6	\$21.28	\$21.90	\$22.52	\$23.14
Accounting Assistant B				
Payband 7	\$20.70	\$21.30	\$21.93	\$22.55
Printer Technician				
Library Assistant				
\$0.75/hour Premium for Library Assistant with 2 year diploma				
Accounting Assistant A				
Accounting Assistant - Facilities				
Purchasing Assistant				
Substitute System Operator				
Facilities Assistant				
Secretary				
Office Clerk				
Courier/Driver				

Signed on behalf of:

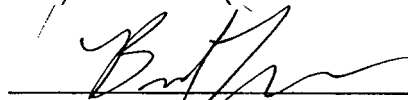
THE LOUIS RIEL SCHOOL DIVISION



Chairperson



Chair of Negotiating Committee



Secretary-Treasurer

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3473



Member, CUPE 4642 Negotiation Committee



Member, CUPE 4642 Negotiation Committee



CUPE Regional Representative

Dated this 30th Day of JUNE, 2009, at Winnipeg, Manitoba.

**LETTER OF UNDERSTANDING
Between**

**The Louis Riel School Division Clerical & Technical Staff
The Canadian Union of Public Employees Local 4642**

And

The Louis Riel School Division



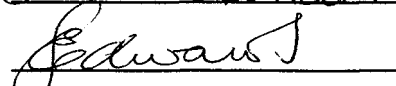
Re: POSITION SECURITY FOR EMPLOYEES OFF ON EXTENDED SICK LEAVE

The above parties agree that following the point when an employee's sick leave is exhausted; the procedures for the Employer and the status of the employee are as follows:




1. For the period of twelve (12) calendar months from the day sick leave is exhausted, an employee shall have rights to his/her position and shall maintain and accumulate seniority.
2. For the twenty-four (24) calendar month period following #1 above, the employee shall be placed in the position occupied by the most junior employee in their classification.
3. During the above period, upon request of the Employer, the employee must provide periodic medical reports from the doctor regarding his/her expected date of return.
4. During the period in #1 above, if the Employer requires the position to be filled, it will do so with temporary staff or reassignment of existing staff on a temporary basis.
5. Following the period of time provided in #1 and #2 above, the employee shall maintain seniority and if medically fit to return to work shall be given preference for any vacancy he/she is qualified and able to do.
6. Following the initial twelve (12) month period as defined in #1, if the Employer requires the position to be filled on a permanent basis, it will be posted in accordance with Article 9 of the Collective Agreement.
7. This Letter of Understanding does not pertain to one (1) current employee who is, as of the date of signing of this agreement, on long-term disability until she returns to work or leave the employ of the Division. If, and when the aforementioned employee returns to active employment, she will be placed in the same position held prior to leave, if available, or a similar position in the same classification.

Dated this 30th day of JUNE, 2009

Canadian Union of Public Employees,
Local 4642

Louis Riel School Division

LETTER OF UNDERSTANDING

BETWEEN

THE LOUIS RIEL SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4642

RE: PENSION PLAN CONSULTATION

The parties agree to undertake discussions regarding the differences between the **MAST** and **MEPB** pension plans and agree to participate in any future provincial discussion on this matter.

DATED this 30th day of JUNE, 2009

Signed on behalf of:

Canadian Union of
Public Employees, Local 4642

D. Wallace
Guyto Lemons
Edwards

Louis Riel School Division

Stefan Johnson
William Dewey
Thompson

LETTER OF UNDERSTANDING

BETWEEN

THE LOUIS RIEL SCHOOL DIVISION

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4642**

RE: PRINTER TECHNICIAN

The above parties agree that the normal hours of work for the position of Printer Technician, which falls under the classification "Clerical", shall consist of five (5) consecutive days, eight (8) hours per day for a total of forty (40) hours per week Monday to Friday.

DATED this 30th day of JUNE, 2009

Signed on behalf of:

Canadian Union of
Public Employees, Local 4642

D. Lavallée
Genevieve Lemay
Edwards

Louis Riel School Division

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

THE LOUIS RIEL SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4642

RE: ADMINISTRATIVE SECRETARIES

The Division agrees that employees currently employed on a permanent basis in the position of an Administrative Secretary, who do not meet the posted qualifications of the position, will be considered as qualified when applying for other Administrative Secretary positions.

DATED this 28 day of JUNE, 2009

Signed on behalf of:

Canadian Union of
Public Employees, Local 4642

D. Fallis
G. Lemieux
S. Sawant

Louis Riel School Division

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

THE LOUIS RIEL SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4642

RE: POSTING AND EMPLOYEE PLACEMENT FOR TEMPORARY VACANCIES

The parties herein agree that the Division will post temporary vacancies that exceed a duration of sixty (60) continuous working days.

Temporary vacancies will be awarded to successful internal applicants where suitable replacement workers can be hired, and, where such movement does not disrupt the normal operation and service of the Division.

The Parties further agreed that where temporary changes in positions occur, a guarantee of return to an employee's prior position, or a right to any position with the Division, shall be limited to the first two (2) internal applicants.

DATED this 30th day of JUNE, 2009

Signed on behalf of:

Canadian Union of
Public Employees, Local 4642

D. Fallis
G. Lemoine
J. Sawant

Louis Riel School Division

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

THE LOUIS RIEL SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4642

RE: VACATION FOR NON-UNION EMPLOYEES MOVING INTO CUPE, LOCAL 4642

The Division agrees to grandparent vacation accrual and entitlement for employees: 99026, 490 and 7715 under the former St. Boniface Non-Union (Mid-Management) Vacation Policy.

DATED this 30th day of JUNE, 2009

Signed on behalf of:

Canadian Union of
Public Employees, Local 4642

D. Wallace
G. Marie Bennett
Edwards

Louis Riel School Division

John Jones
William McCreary
Butler