



COLLECTIVE AGREEMENT

BETWEEN

CUPE LOCAL 3206

AND

LAKESHORE SCHOOL DIVISION

JULY 1, 2020 TO JUNE 30, 2022

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**COLLECTIVE AGREEMENT
BETWEEN
LAKESHORE SCHOOL DIVISION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3206**

**TERM OF AGREEMENT
JULY 1, 2020 TO JUNE 30, 2022**

ARTICLE 1 – PREAMBLE

WHEREAS the primary purpose and concern of the School Division is the education of students in the Division rendered indirectly through its support staff, consideration will at all times be given to the educational needs of these students.

It is the objective of the Parties that the obligation of the School Division for successful execution and fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the Parties.

It is, therefore, the intent of the Parties hereto to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Division, the Union and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interference with the work of the Division during the life of this Agreement; to recognize the value of joint discussions and negotiations on certain matters pertaining to working conditions, hours of work, wage scales and to encourage efficiency in operations; and to promote harmonious relations between the Division, its employees and the Union.

Whenever the singular masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so require.

ARTICLE 2 – DEFINITIONS

2.01 This agreement covers all employees as outlined by M.L.B. Certificate #4265 issued by the Manitoba Labour Board and as listed in Schedule “A” except casual employees, those excluded by *The Act* and those positions that the Parties may, from time to time agree on as being excluded from this Collective Agreement.

Furthermore:

2.02 (a) Regular Full Time Employees are those working the prescribed hours of work as per Article 13 (Hours of Work and Overtime) and have satisfactorily completed six (6) months of employment as a probationary employee.

- (b) Regular Part Time Employees are those working less than the prescribed hours of work as per Article 13 (Hours of Work and Overtime) and who have satisfactorily completed six (6) months of employment as a probationary employee.
- (c) Temporary Employees are those hired for a specific period of time or for the completion of a specific job, but in no event will this period of time exceed six (6) months except by the mutual consent of both Parties to this Agreement. If an extension is agreed to, the employee will be deemed a Regular Employee as per (a) or (b) above. This Article shall not apply to someone hired to replace employees on maternity/paternity or parental leave.

If a temporary employee becomes a regular employee, seniority shall commence from the first day of the most recent temporary employment consecutive with the appointment as a regular employee.

- (d) Casual Employees are those who are employed on an irregular and/or unscheduled basis. A casual employee is not covered by this Agreement. However, they shall be paid the rate of pay as per Schedule "A" for the position they assume.
- (e) Students hired during the period of May 1 to September 30 of each year will not be covered by this Agreement.
- (f) Probationary Employees, are those employees of the Division who are in the process of fulfilling the initial six (6) months' probationary requirement as set out in (a) and (b) above. With the exception of temporary employees who become regular employees by virtue of the passage of time as covered in (c) prior service as a temporary or casual shall not count as part of the probationary period leading up to regular employment.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Subject to the provisions of this Agreement, the operation of the schools and direction of the workforce; including the right to hire, suspend or discharge for just cause; to assign to jobs; to classify; to promote; to transfer employees among the schools; to increase, decrease or re-organize the workforce; to determine the services necessary for the most efficient operation of the schools is clearly a function of management and is vested exclusively in the Division or its agent. The Division agrees that it will not exercise any of the foregoing rights of this clause in a discriminatory manner.
- 3.02 The Division agrees that any exercise of rights and powers under this Article in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.

- 3.03 The School Division shall have the right at anytime to adopt, effect and alter rules and regulations not in conflict with this Agreement.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Union and Division agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of the protected characteristics as stated in *The Manitoba Human Rights Code* or by reason of membership or non-membership in the Union.

ARTICLE 5 – RECOGNITION AND NEGOTIATIONS

- 5.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3206 as the sole and exclusive bargaining agent for all of its employees as listed in M.L.B. Certificate #4265 except those excluded by *The Act*.

- 5.02 All employees who come under the scope of this Agreement shall, effective from the date of signing this Agreement, have an amount equal to the current semi-monthly union dues deducted by the Board for each semi-monthly pay. Such dues shall be forwarded to the Secretary-Treasurer of CUPE Local 3206, together with a list of the names of the employees from whom deductions have been made by the fifteenth (15th) day of the month following the deductions.

The Union shall notify the Board in writing of any changes in the amount of dues at least two (2) months in advance of the end of the pay period in which semi-monthly deductions are to be made.

- (a) For new employees, payroll deductions as set out in Article 5.02 shall become effective from the start of the first pay period immediately following the commencement of employment.
- (b) Union dues shall not be deducted from persons classified as casual employees as defined in Article 2.02.
- (c) The Union agrees to and does hereby indemnify and save the Board harmless for all claims, demands, action and the proceedings of any kind from all costs which may arise or be taken against the Board by reason of the Division making the deduction of Union dues as provided for in this Article.

- 5.03 Access Agreement

Representatives of the Canadian Union of Public Employees, with the prior approval of the Superintendent responsible for Personnel or his/her designate, shall be given access to the Division's premises at a time and place mutually agreed upon.

ARTICLE 6 – RESOLUTIONS AND REPORTS OF THE BOARD

- 6.01 Copies of all Board policies which affect this Agreement shall be forwarded to the Union President and Secretary.

ARTICLE 7 – LABOUR-MANAGEMENT NEGOTIATIONS

7.01 Bargaining Committee

The Union shall notify the Board in writing as to the names of the Union members on the bargaining committee. The bargaining committee shall not exceed four (4) members of the Union, not including representatives of CUPE.

7.02 Representatives

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Board. The Board may, in any event, also have present such personnel, or agent, of the Board as it deems necessary.

7.03 Time Off for Meetings

Leave of absence with pay shall be granted to employee representatives of the Union and affected employees who are required to attend pre and post grievance, grievance, negotiation or labour/management meetings during working hours.

- 7.04 Employees shall be notified of their right to union representation when meeting with the Employer regarding disciplinary matters.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 Should a dispute arise between the Board and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, or should an allegation be made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner.

The grievance shall be submitted, in writing, within fifteen (15) working days of the alleged incident. In the event of the grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within fifteen (15) working days of the said employee returning to work. Replies to grievances shall be in writing at all stages.

Step 1: The employee concerned, together with the Union Steward, if the employee so wishes, shall first seek to settle the dispute with the employee's supervisor, by submitting the grievance in writing. The supervisor shall respond in writing within seven (7) working days.

Step 2: Failing mutual agreement at Step 1, the grievance shall be presented, in writing, to the Superintendent within ten (10) working days of the supervisor's response. The Superintendent shall respond, in writing, within ten (10) working days of receipt of the grievance at Step 2.

Step 3: Failing satisfactory settlement within five (5) working days from the response under Step 2, the employee (s) concerned together with the Union Representative will submit to the Board, a written statement of the particulars of the complaint and the redress sought. The Board shall render its decision within five (5) working days following the regular Board meeting falling immediately after receipt of said written complaint.

Step 4: Failing satisfactory settlement being reached in Step 3, the Union may within fifteen (15) working days of receiving the Board's decision give notice in writing to the Board of its intentions to refer the dispute to Arbitration.

8.02 An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under this Article. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

ARTICLE 9 – ARBITRATION

9.01 When either Party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other Party of the Agreement.

9.02 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.

9.03 If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within fourteen (14) days, the appointment shall be made by the Minister of Labour upon the request of either Party.

9.04 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.

9.05 Each Party shall pay the fees and expenses of its appointee and one-half of the fees and expenses of the Chairman.

9.06 The time limits in both the Grievance and Arbitration Procedures may be extended by consent of the Parties to this Agreement in writing.

9.07 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 10 – PERSONNEL FILES

10.01 Upon request to the Superintendent responsible for personnel, an employee shall have the right to examine, alone, or with a representative of his/her choice who is so named in the request, the personnel file kept by the Employer for that employee. The Employer shall have the right to have its representative present when the Employee is examining his/her personnel file. The Employee shall have the right to a copy of any document on his/her file. An employee shall be allowed to indicate, in writing, the fact that they don't agree with the contents of a particular document in the file. Such indication shall be attached to the document in question.

ARTICLE 11 – PROBATION AND SENIORITY

11.01 Every employee shall be placed on probation from the date on which employment commenced for a six (6) month period.

Upon completion of the probationary period, an employee's seniority shall be effective from the first day of employment.

11.02 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not be entitled to grieve or arbitrate a matter related to suspension or discharge.

11.03 (a) Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

Those employees who work on a ten (10) month basis shall have service credited on a twelve (12) month basis for the purpose of seniority.

(b) Seniority, where qualifications, ability and skill are equal shall be one of the factors used in determining preference or priority for promotions, demotions, transfers, layoffs and recalls in accordance with the terms of Article 12 (Promotions and Staff Changes) and other related Articles of this Agreement.

(c) Seniority shall be maintained and accumulated during:

- (i) absence due to sickness or accident up to one (1) year;
- (ii) vacation or paid holidays;
- (iii) an authorized leave of absence of up to sixty (60) days.

- (d) Seniority shall be maintained but not accumulated during:
 - (i) an authorized leave of absence in excess of sixty (60) days but less than one (1) year;
 - (ii) a period of layoff less than one (1) year. However, seniority shall accrue for time worked when an employee is recalled from lay off for a temporary position.

- (e) Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
 - (i) the employee is discharged and is not reinstated;
 - (ii) the employee resigns in writing;
 - (iii) the employee is laid off for a period longer than eighteen (18) months, and such extension of time worked as indicated in (d)(ii) above for employees with five (5) or more years of seniority; the employee is laid off for a period longer than twelve (12) months and such extension of time worked as indicated in (d)(ii) above for employees with less than five (5) years of seniority;
 - (iv) the employee fails to return to work following an authorized leave of absence;
 - (v) the employee does not return to work from lay-off within ten (10) working days of being notified by registered mail to do so;
 - (vi) the employee is retired.

11.04 A seniority list shall be prepared by the Board and revised annually to be posted on April 15th, or the working day following, of each year. A copy of the list will be posted on bulletin boards as outlined in Article 12.01 (Promotions and Staff Changes) and a copy given to the Union. If an employee does not challenge the position of his/her name on the seniority list within the first ten (10) working days from the date his/her name first appeared on the seniority list or to errors or changes occurring subsequent to the posting of the previous seniority list, then he/she shall be deemed to have proper seniority standing. In the case where an employee is absent due to vacation, leave of absence or sick leave, an employee may protest an alleged omission or incorrect listing within ten (10) working days of his return to work.

11.05 If the resolve of the dispute is a revised seniority list, a copy of the revised seniority list shall be posted on the bulletin boards and a copy sent to the Union.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 When a new position is created, or when a vacancy of a permanent nature occurs within the bargaining unit, the Employer shall post notice of the position at the school division office, staff rooms and bus garages for a minimum of five (5) working days.

Such posting shall contain the following information:

- nature and location of position
- required ability and skills
- qualifications
- shift
- hours of work
- wage or salary rate

The Union shall be made aware of all employees on approved leaves of absence in excess of five (5) working days, excluding vacation.

12.02 In the assignment of bus routes the main criteria to be used in determining an employee's suitability for the position shall be the efficiency of the operation.

When a Bus Driver's run is eliminated, the Bus Driver may displace the least senior driver in the transportation zone.

12.03 The Board shall notify the Union of all appointments, transfers, layoffs and recalls.

12.04 Method of Making Appointments

Both parties recognize:

- (a) the principle of promotion within the service of the employer;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, promotions, layoffs and subsequent recalls, qualifications, skills and ability to meet the requirements of the position shall be the main criteria. If the qualifications, skills and ability are equal, then the employee with the greatest seniority shall be chosen.

12.05 Any employee upgraded to a higher classification shall be considered to be on a trial basis in his/her new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period, or should the employee so choose, he/she shall be returned by the Board to a position similar to that previously held without loss of seniority or wages.

12.06 When, at the request of the Division, an employee is relieving another employee in a higher classification as per Schedule "A" for at least one (1) full working day, he/she shall receive the rate of pay of the higher classification for such time worked.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 The normal full time hours of work shall be as outlined below. Part time employees shall work such hours as assigned by the Division and will be paid pro-rata according to hours worked.

(a) For Clerical Employees

The normal hours of work shall consist of five (5) eight (8) consecutive hour days, Monday through Friday inclusive.

(b) For Library Clerks

The normal hours of work shall consist of five (5) seven (7) consecutive hour days from Monday to Friday inclusive.

(c) For Mechanics

The normal hours of work shall consist of five (5) eight (8) consecutive hour days, Monday to Friday inclusive.

(d) For Custodial Staff/Cleaners

The normal hours of work shall consist of five (5) eight (8) hour days, usually Monday to Friday inclusive.

(e) For Educational Assistants

The normal hours of work for Educational Assistants shall be those hours specifically assigned by the Board, up to a maximum of seven (7) consecutive hours per day for designated full time Educational Assistants.

Educational Assistants shall normally work the school year as prescribed by the Minister of Education as set out in the Regulations to *The Public Schools Act* other than in-service days on which their services are not required. If Educational Assistants are required to attend in-service meetings they shall be paid their regular hourly rate for hours of attendance.

Educational Assistants shall be granted ten (10) minutes each day, within their regularly scheduled hours to check emails where required by their supervisor.

(f) For Bus Drivers

Bus drivers shall work the hours necessary to drive their routes and to maintain the cleanliness of their buses, with a four and one-half (4.5) hour minimum per day.

13.02

Overtime

- (a) Overtime shall not be performed or paid for unless authorized by the Superintendent or his designate.
- (b) All time worked up to eight (8) hours in a day or forty (40) hours in a week shall be paid at straight time. All time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be regarded as overtime payable at the rate of time and one-half (1½ x) for the first four (4) hours and double time (2x) thereafter.
- (c) When an employee is required to work on a statutory holiday the employee shall be paid at two times (2x) plus the employee's regular day's pay for such holiday.
- (d) Call-back
Any employee, having returned home from the employee's regular work shift, called back for reason of an emergency, shall be paid two times (2x) the regular hourly rate for all hours so worked. The minimum call-back guarantee shall be two (2) hours at two times (2x) the regular hourly rate of the employee.
- (e) It is agreed that overtime shall be arranged as mutually agreed between the Board and employee and shall in all cases be voluntary. However, if the Board is unable to find a volunteer they shall have the right to appoint an employee to work the required overtime. Any appointments made to work overtime shall be made on a rotational basis.
- (f) Employees may request compensating time off in lieu of pay for extra time, such as after hours meetings they are required to attend as approved by the Division or its designate, or overtime pay. Such time off shall be as mutually agreed between the employee and his/her supervisor.

13.03

Employees shall be paid mileage at the current divisional rate when required by the Employer to utilize their own vehicle to attend in-services or training away from their work location.

ARTICLE 14 – STATUTORY HOLIDAYS

14.01

All employees may be eligible for the following holidays at their regular rates of pay:

- | | |
|----------------|----------------------|
| New Year's Day | Louis Riel Day |
| Good Friday | Victoria Day |
| Canada Day | August 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.

- 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 Subsection 02, the employee 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 When a statutory holiday occurs during an employee's annual vacation he/she shall receive an additional day off at a time mutually convenient to the employee and the Board.
- 14.06 In order to qualify for payment for the above statutory holidays, the employee must have met the attendance requirements of *The Employment Standards Act*.

ARTICLE 15 – VACATIONS

- 15.01 The vacation entitlement shall be calculated as to the number of continuous years' service on June 30th of each year.
- 15.02 Vacation entitlement for employees shall be as follows:
- (a) Any employee not having completed a full year of continuous service prior to the commencement of the vacation period shall be allowed vacation at the rate of one (1) working day for each completed month of actual service but shall not exceed ten (10) days of vacation with pay.
 - (b) Upon completion of an employee's second (2nd) year of continuous service, fifteen (15) days of vacation.
 - (c) Upon completion of an employee's tenth (10th) year of continuous service, twenty (20) days of vacation.
 - (d) Upon completion of an employee's seventeenth (17th) year of continuous service with the Division, an employee shall be entitled to twenty-five (25) days' vacation.

- (e) In recognition of long service, upon completion of an employee's twenty-fifth (25th) year of continuous service, the employee will receive an additional five (5) working days' vacation for that year only.
- (f) Upon completion of an employee's thirtieth (30th) year of continuous service with the Division, an employee shall be entitled to thirty (30) days' vacation.
- (g) Ten (10) month employees having completed seventeen (17) years of continuous service shall be entitled to use five (5) consecutive vacation days during the school year.

15.03 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.

15.04 Where the hours of an employee vary from day to day, the employee's pay for vacation days shall be equivalent to the employee's average daily hours, over the period of the previous one (1) year.

15.05 Vacation Periods

- (a) Twelve (12) month employees shall submit their preferred vacation period to the administration for approval, prior to May 1st of each year. Normally, work load permitting, vacations will be taken during July and August. Requests for vacation other than for the period of July and August shall be made in writing to the Superintendent or designate.
- (b) Employees who are not required to work during Christmas or Spring Break or on in-service days shall take their vacation during these periods (excluding those where they are scheduled to work). Employees qualifying for more vacation than what is normally provided for at Christmas and Spring Break and in-service days may choose to receive payment for same at the end of June in any year or to take the vacation time at a time during the year that is mutually agreeable to the Employer and the employee.

If a mutually agreeable time cannot be agreed to, the unused vacation entitlement shall be paid out on June 15th.

15.06 Employees Who Resign

- (i) An employee leaving the employment of the Division prior to the completion of one (1) full year of employment shall be paid vacation entitlement in accordance with Section II(i) of *The Vacations With Pay Act*.
- (ii) Employees who resign with proper notice prior to the June 30th vacation calculation date shall be paid vacation entitlement pro rata based on years of continuous completed service in accordance with Article 15.02.

15.07 Secretaries may request vacation days on “in-service” days. No reasonable request shall be denied.

ARTICLE 16 – SICK LEAVE

- 16.01
- (a) Sick leave is provided for the sole purpose of providing a continuous income to any employee during periods of illness or accident.
 - (b) Employees shall accumulate entitlement for sick leave at a rate of one (1) day of sick leave for every nine (9) days of actual service, to a maximum of twenty (20) days per year but the total sick leave which shall be allowed to accumulate shall not exceed one hundred and twenty-four (124) days.
 - (c) Employees employed on a part-time basis with the Division shall be granted sick leave with pay pro-rated based on full time equivalents.
 - (d) Sick leave shall not continue to accrue while on any leave of absence without pay.
 - (e) The Division may require the employee to furnish a certificate from a qualified medical practitioner certifying inability of the employee to attend to his/her regular duties. Where an employee fails to furnish such a certificate upon request he/she shall not be entitled to sick leave for such period.
 - (f) Should the Division become eligible for a reduction in the employment insurance premium under the terms of *The Employment Insurance Act* the five-twelfths (5/12) portion due to the employee shall be remitted at the conclusion of each premium year to the Union.

16.02 Each employee shall be entitled to use up to four (4) days of his/her sick leave per school year to attend to the serious illness or injury or medical appointments of an emergent nature of that employee's spouse or parent(s) or children. Where such cases occur, and both parents of a particular child are employees within the scope of this Agreement, both parents may not access the provisions of this paragraph concurrently.

16.03 MPI TOP-UP

Sick leave is not payable to an employee 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. In such cases the employee shall reimburse the Division the amount of benefit received from MPI and the equivalent proportional number of sick leave days will be reinstated in the employee's sick leave bank.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Union Conventions

Leave of absence without pay or loss of seniority shall be granted upon request to the Board to employees selected or appointed to represent the Union at union conventions, schools and workshops. It is understood that not more than five (5) employees may be absent at any one time. In all cases of such leave the Division shall be notified as soon as possible and in no case less than five (5) working days prior to the commencement of such leave. The number of employees granted such leave shall depend on the operational requirements of the Division. The union shall reimburse the Division for the wage costs of any employee granted leave under this Article.

17.02 General Leave

The Board may grant leave of absence without pay and without loss of seniority to any employee requesting such leave.

17.03 Bereavement Leave

An employee shall be granted leave without loss of salary or wages in the case of death of family as follows:

- (a) five (5) days for spouse, child, parent, grandchild;
- (b) four (4) days for parent-in-law, son-in-law, daughter-in-law, brother, sister, grandparents; fiancé;
- (c) one (1) day for brother-in-law, sister-in-law, grandparent-in-law,
- (d) one (1) day for an employee's aunt or uncle;
- (e) one (1) day for active pallbearer duty where none of the leaves in (a), (b), (c) or (d) apply.

In-laws shall be defined as the employee's spouse's brother, sister or grandparent. Brother-in-law and sister-in-law shall be defined as the brother or sister of the employee's spouse, or, the spouse of the employee's sibling.

For the purpose of this Article, all relationships shall include common-law relationships as defined and recognized by Canada Revenue Agency.

17.04 Jury Duty

An employee who is subpoenaed to serve on a jury or at a Court of Law as a Crown witness shall be paid his/her regular salary. The employee shall make himself/ herself available for duty at his/her regular assigned job during work hours when he/she may not be required at Court. Any fee or payment, excluding expenses, received by reason of services as a juror on working days, shall be forwarded to the Division.

17.05 Leave to Write Examinations

The Board shall grant leave with pay to employees writing examinations for employer approved courses taken to upgrade employment qualifications. Such leave shall be limited to a maximum of one (1) day in any school year for any individual employee.

17.06 Maternity/Parental/Adoptive Leave

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

17.07 Compassionate Leave

Each employee shall be granted two (2) days compassionate leave without loss of salary, provided the immediate supervisor is notified prior to the leave, in the case of a life-threatening illness in the employee's family as outlined in Article 17.03 (a), (b) and (c). Leave with or without salary for compassionate reasons not covered above, may be granted at the discretion of the Board. Requests for such leaves may be addressed by the immediate supervisor.

17.08 Personal Leave

Effective July 1, 2016

Each employee shall be entitled to one (1) day of personal leave in each school year without loss of salary. Personal leave is not cumulative from one (1) school year to the next and will be scheduled having regard to the efficient operation of the School Division.

ARTICLE 18 - PAYMENT OF WAGES

18.01 The Division shall pay wages semi-monthly, in accordance with Schedule "A" of the Agreement. Payments shall be made on the fifteenth (15th) and last banking day of each month. If a pay date falls on a holiday or weekend, payment shall be made on the last banking day immediately prior to the holiday or weekend.

Payment of wages shall be by way of Automatic Bank Deposit and each employee shall be provided with an itemized statement of wages and deductions for each pay period.

Payment of wages shall be calculated based on time sheets submitted which shall reflect actual hours worked in the previous pay period.

ARTICLE 19 – LAYOFF AND RECALL

- 19.01 Employees shall be laid off in reverse order of seniority by classification provided the remaining employees possess the necessary ability, qualifications, and skill to perform the work.
- 19.02 The Employer shall give the employee written notice of the date on which he/she is to be laid off at least fifteen (15) days before the date on which he/she is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- 19.03 Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee. However, in the instance of Christmas and Spring break periods, notice of recall shall be included with the employee's last pay cheque.
- 19.04 No new employee shall be hired until those laid off, who meet the requirements of the job, have been given an opportunity of recall in their transportation zone.
- 19.05 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of layoff starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification provided that such employee possesses, in the opinion of the Employer, the ability, skill, and qualifications to perform the work. Such judgment will not be exercised in a discriminatory manner.
- 19.06 These layoff and recall procedures shall not apply to in-service, administration or parent teacher conference days.

ARTICLE 20 – JOB CLASSIFICATION

- 20.01 Whenever a new job within the scope of the bargaining certificate is established, the rate of pay shall be subject to negotiations between the Employer and the Union.
- If the Parties are unable to agree on the rate of pay, such difference shall be submitted to grievance and arbitration. The new rate shall be retroactive to the time the new position was first filled by the employee.
- 20.02 Employees required to use their own tools shall be paid a tool allowance of three hundred dollars (\$300.00) per year against receipts for replacement tools.

ARTICLE 21 – EMPLOYEE BENEFIT PLANS

- 21.01 Employees shall be eligible to participate in the following benefits plans under the terms and conditions of such plan:

- MSBA Non-Teaching Pension Plan
- Manitoba Public Schools Employees Group Life Plan
- Manitoba Blue Cross Extended Health Care Plan
- Manitoba Teachers Society Long Term Disability Plan

21.02 It is understood between the Parties that the employees are responsible for and will continue to be responsible for their portion, whole or part, of all premiums that are currently being paid by such employees.

ARTICLE 22 – TERM OF AGREEMENT

22.01 This Agreement shall be binding and in effect from July 1, 2020 and shall continue in force and effect until June 30, 2022 and shall continue in effect thereafter unless terminated or renewed as hereinafter provided.

22.02 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. Within fifteen (15) working days of the receipt of such notice, or a later date mutually agreed to, the Parties agree to enter into negotiations for a new Agreement.

ARTICLE 23 - BUS DRIVERS

- 23.01
- (a) A regular route shall be the a.m. and p.m. transportation of students to and from schools.
 - (b) Intercampus runs are regularly scheduled trips between schools in different towns to transport students for specified grade levels and courses. Both loaded and unloaded kilometers will be used in calculating payment for these runs.
 - (c) Extracurricular day, evening or overnight trips shall be any transportation of students other than the regular route or intercampus runs.

23.02 Bus Drivers shall receive an allowance of one hundred and eighty eight dollars and twenty-five cents (\$188.25) for the cost of electricity for the year when they plug the buses in. This rate will be increased or decreased annually by the same percentage increase or decrease as the hydro rates increase or decrease.

It is agreed that drivers will ensure that their buses are securely plugged in when required as per the Transportation Procedural Manual.

23.03 Every Bus Driver shall receive a minimum of eight (8) hours in-service training with pay each year as scheduled by the Director of Operations. The rate of pay for actual hours of attendance shall be at the regular rate of pay.

- 23.04 Extra trips, as defined in 23.01(c) will be offered to the regular drivers in the area on a rotational basis.
- 23.05 Extracurricular trips (i.e., trips other than a regular run, shop run, or maintenance run), shall be allotted to Bus Drivers on the extracurricular trip list on a rotating basis where possible, by transportation zone.
- (a) The cancellation of an extracurricular trip(s) will result in the driver(s) being paid three (3) hours at the extracurricular trip rate. The Driver rotation will continue with the next Driver on the list.
 - (b) Parking: Bus Drivers shall be reimbursed for any parking, including parking meters, which they may utilize while on duty.
 - (c) While on extracurricular trips, Bus Drivers who do not receive a lunch break shall be entitled, upon provision of receipt, to a paid meal allowance not exceeding fifteen dollars (\$15.00).
- 23.06 The daily rates shall be determined by the mileage on September 30th in each school year, as verified to the driver in writing by the Director of Operations. This daily rate shall be paid for each day. If the route distance increases or decreases, the daily rate will increase or decrease accordingly. However in the event of a distance (mileage) change that results in a daily rate decrease, such rate change shall not take effect until after the equivalent of one (1) full pay period (fifteen (15) days).
- 23.07 Bus drivers that are required to pick up wheelchair students shall be allocated half (½) an hour extra time per day.

Dated this 18th day of November, 2021

SIGNED AND AGREED ON BEHALF OF:

CUPE, LOCAL 3206:



President



Secretary



Representative

Negotiations Committee

LAKESHORE SCHOOL DIVISION:



Chair of the Board



Secretary-Treasurer

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LETTER OF UNDERSTANDING

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3206**

AND

LAKESHORE SCHOOL DIVISION

RE: MECHANICS' AND HEAD CUSTODIANS' CLOTHING

The Division herewith agrees to continue the practice of providing suitable clothing to the mechanics.

Mechanics and Head Custodians required to wear safety shoes shall be paid an allowance of two hundred dollars (\$200.00) against receipt per year towards the cost of safety shoes.

Dated this 18th day of November, 2021

SIGNED AND AGREED ON BEHALF OF:

CUPE, LOCAL 3206:



President



Secretary



Representative

Negotiations Committee

LAKESHORE SCHOOL DIVISION:



Chair of the Board



Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3206**

AND

LAKESHORE SCHOOL DIVISION

RE: CONTRACTING OUT

The Board herewith agrees that no employee will lose his/her employment as a result of contracting out before November 30, 2022.

Dated this 18th day of November, 2021.

SIGNED AND AGREED ON BEHALF OF:

CUPE, LOCAL 3206:



President



Secretary



Representative

Negotiations Committee

LAKESHORE SCHOOL DIVISION:



Chair of the Board



Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3206**

AND

LAKESHORE SCHOOL DIVISION

**RE: CLASSIFICATION AND SALARY SCHEDULE "A"
EDUCATIONAL ASSISTANTS CLASSIFICATIONS**

Effective July 1, 2016:

Class I – Educational Assistants without degrees or a diploma as stated in Class II.

Class II – Educational Assistants who hold one of the following:

- Educational Assistant Diploma
- Child Care Worker Diploma
- Developmental Services Worker Diploma (now called Disability and Community Support Diploma from RRCC)
- Early Childhood Educator Diploma
- Teacher Certificate
- Education Degree

Dated this 18th day of November, 2021.

SIGNED AND AGREED ON BEHALF OF:

CUPE, LOCAL 3206:



President



Secretary



Representative

Negotiations Committee

LAKESHORE SCHOOL DIVISION:



Chair of the Board



Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3206**

AND

LAKESHORE SCHOOL DIVISION

RE: PENSION PLAN CONSULTATION

The Lakeshore School Division and CUPE Local 3206, hereinafter referred to as the parties, agree to meet during the term of the 2015-2020 Collective Agreement to discuss pension plans including, but not limited to, the changing pension plan environment and challenges, plan benefit levels, benefit delivery options, need for plan stability, risk profile of various plans, affordability of pension contributions for both the Employer and plan members, the Lakeshore School Division employee demographics and employment patterns, as well as the need for long term sustainability of the pension plan.

- (a) These meetings of the parties are outside of the collective bargaining process and are intended to educate and inform the parties on pension matters.
- (b) The parties will each appoint four (4) representatives; three (3) from each of the Division and Union, plus one (1) resource person for each party.
- (c) Meetings will normally take place outside of the employees' regular working hours unless otherwise agreed between the parties. Meetings shall be co-chaired with the timing, duration and agenda to be agreed between the parties. The Division will provide meeting space for these discussions however, shall not cover any costs.
- (d) Each party will have the responsibility of communicating/reporting to their principals on the progress of the discussions.
- (e) While acknowledging CUPE's desire to change to some plan other than the existing MSBA pension plan, any decision to move to either another established pension plan, or new plan, is a decision beyond the scope of the parties under this Letter of Understanding.

The parties shall conduct these pension discussions in good faith and shall take place as herein provided. It is open to either party, however, to determine that the discussion/work of the parties is no longer meaningful and/or productive. In this event, no further meetings will be held and the provisions under this Letter of Understanding shall be at an end.

Dated this 18th day of November, 2021.

SIGNED AND AGREED ON BEHALF OF:

CUPE, LOCAL 3206:

Elaine Cavendish

President

[Signature]

Secretary

[Signature]

Representative

Negotiations Committee

LAKESHORE SCHOOL DIVISION:

[Signature]

Chair of the Board

[Signature]

Secretary-Treasurer

SALARY SCHEDULE "A"

Effective July 1, 2020 to June 30, 2022:

July 1, 2020 1.6 % increase

July 1, 2021 1.4 % increase

CLASSIFICATION	DATE	START	1 YEAR	2 YEARS	MAXIMUM
Secretary (K - 12)	1-Jul-19	\$ 17.38	\$ 17.94	\$ 18.42	\$ 18.95
	1-Jul-20	17.66	18.23	18.71	19.25
	1-Jul-21	17.91	18.48	18.98	19.52
Student Services Coordinator Secretary	1-Jul-19	\$ 15.84	\$ 16.38	\$ 16.88	\$ 17.41
	1-Jul-20	16.09	16.64	17.15	17.69
	1-Jul-21	16.32	16.88	17.39	17.94
Casual Secretary	1-Jul-19	\$ 15.85			
	1-Jul-20	16.10			
	1-Jul-21	16.33			
Librarian	1-Jul-19	\$ 15.00	\$ 15.52	\$ 16.19	\$ 17.26
	1-Jul-20	15.24	15.77	16.45	17.54
	1-Jul-21	15.45	15.99	16.68	17.78
Casual Librarian	1-Jul-19	\$ 15.00			
	1-Jul-20	15.24			
	1-Jul-21	15.45			
Educational Assistant (Class I)	1-Jul-19	\$ 15.00	\$ 15.52	\$ 16.19	\$ 17.26
	1-Jul-20	15.24	15.77	16.45	17.54
	1-Jul-21	15.45	15.99	16.68	17.78
Educational Assistant (Class II)	1-Jul-19	\$ 16.00	\$ 16.52	\$ 17.19	\$ 18.26
	1-Jul-20	16.26	16.78	17.47	18.55
	1-Jul-21	16.48	17.02	17.71	18.81
Nurse Educational Assistant	1-Jul-19	\$ 40.08			
	1-Jul-20	40.72			
	1-Jul-21	41.29			
Head Custodian 3	1-Jul-19	\$39,859.30			
	1-Jul-20	40,497.05			
	1-Jul-21	41,064.01			
Head Custodian 2	1-Jul-19	\$41,904.52			
	1-Jul-20	42,574.99			
	1-Jul-21	43,171.04			
Head Custodian 1	1-Jul-19	\$45,995.08			
	1-Jul-20	46,731.00			
	1-Jul-21	47,385.24			
Allowance for Two School Buildings	1-Jul-19	\$ 1,890.00			
	1-Jul-20	1,920.24			
	1-Jul-21	1,947.12			

CLASSIFICATION	DATE	START	1 YEAR	2 YEARS	MAXIMUM
Custodian	1-Jul-19	\$ 16.87	\$ 17.10		
	1-Jul-20	17.14	17.37		
	1-Jul-21	17.38	17.62		
Cleaner	1-Jul-19	\$ 15.45	\$ 15.73		
	1-Jul-20	15.70	15.98		
	1-Jul-21	15.92	16.21		
Mechanic Foreman	1-Jul-19	\$ 29.26			
	1-Jul-20	29.73			
	1-Jul-21	30.14			
Journeyman Mechanic	1-Jul-19	\$ 27.36			
	1-Jul-20	27.80			
	1-Jul-21	28.19			
1st Year Journeyman	1-Jul-19	\$ 24.47			
	1-Jul-20	24.86			
	1-Jul-21	25.21			
Apprentice Level 4	1-Jul-19	\$ 23.17			
	1-Jul-20	23.54			
	1-Jul-21	23.87			
Apprentice Level 3	1-Jul-19	\$ 22.49			
	1-Jul-20	22.85			
	1-Jul-21	23.17			
Apprentice Level 2	1-Jul-19	\$ 21.87			
	1-Jul-20	22.22			
	1-Jul-21	22.53			
Apprentice Level 1	1-Jul-19	\$ 21.41			
	1-Jul-20	21.75			
	1-Jul-21	22.06			
Casual Garage Help	1-Jul-19	\$ 15.57			
	1-Jul-20	15.82			
	1-Jul-21	16.04			

CLASSIFICATION	Date	Daily	1-160 km	161+ km
Bus Driver	1-Jul-19	58.08	0.2142	0.3310
	1-Jul-20	59.01	0.2176	0.3363
	1-Jul-21	59.84	0.2207	0.3410

Field Trips

(outside of regular and inter-campus runs) training and extra work shall be paid hourly rate of:

Effective July 1, 2019: \$19.42

Effective July 1, 2020: \$19.73

Effective July 1, 2021: \$20.00

Effective July 1, 2005

Mechanics and Apprentices who have successfully attained and continue to maintain a Class 2 driver's license shall receive a twenty-five cent (\$0.25) per hour adjustment above the rate provided for in their classification in Schedule "A". Proof of license class to the Director of Operations after initial attainment must be done upon annual renewal.

Effective July 1, 2008:

Secretaries who have successfully completed an approved course of study to attain certification shall upon proof of certification be paid at a rate of one dollar (\$1.00) per hour above the rate of pay provided for Secretaries in Schedule "A". Presentation of the actual certificate from the certifying authority to the Superintendent or designate shall constitute proof.

Effective July 1, 2008

Head Custodians who hold a Maintenance K License shall receive a fifty cent (\$0.50) per hour adjustment above the rate provided for their classification in Schedule "A". Proof of license class to the Director of Operations after initial attainment must be done upon annual renewal.

Effective July 1, 2016

\$0.50/hour for Custodians working a "split shift".

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