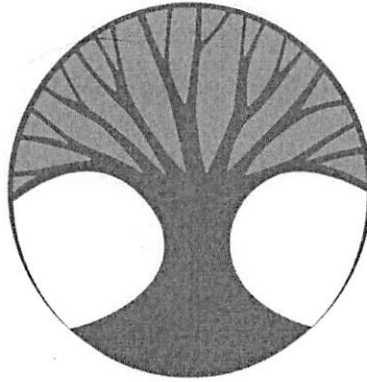


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**SEVEN OAKS**  
**SCHOOL DIVISION**  
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**COLLECTIVE AGREEMENT**

**between**

**THE SEVEN OAKS SCHOOL DIVISION**

**and**

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

**January 1, 2018 to December 31, 2021**

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**THIS AGREEMENT MADE**

BETWEEN:

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

Party of the First Part

AND:

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

Party of the Second Part

**ARTICLE 1 - PREAMBLE**

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

**ARTICLE 2 - DEFINITIONS**

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

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

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

### **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

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

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

#### ARTICLE 4 - NO DISCRIMINATION

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

#### ARTICLE 5 - RESOLUTIONS AND REPORTS OF THE BOARD

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

#### ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS

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

**ARTICLE 7 - PROBATIONARY PERIOD AND CALCULATION OF SENIORITY**

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

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

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

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

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

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

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

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

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

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

7.07 Seniority shall be maintained and not accrue during:

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

7.08 Transfer and Seniority Outside Bargaining Unit

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

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

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

## ARTICLE 8 - STAFF CHANGES

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

8.02 Notwithstanding the established practices for Transportation, when a vacancy occurs in a current position, or when a current position increases by more than one hour (30 minutes for Bus runs), a notice shall be sent to all schools, office buildings and maintenance shops within five (5) working days and shall be placed on all relevant bulletin boards. Such notices shall indicate the nature of the position, required knowledge and education, ability and skills and whether the position involves day, evening or night shift work. The salary rate or range shall also be indicated. Within five (5) working days of posting such notice the successful applicant shall be selected and that person's name communicated to all applicants in writing, with a copy of such communication going to the Union.

8.03 Where positions are reclassified one (1) class up (or down) the incumbent shall be given the opportunity to retain the position without bulletining the position. Positions where the reclassification involves more than one (1) class change shall be bulletined.

8.04 Where the Board and the Union agree that there has been a substantial change in an existing job they shall enter into negotiations to arrive at a mutually agreeable pay grade and rate.

8.05 When a position is filled by a lateral transfer, defined as an increase in pay or moving from "night shift to a day shift", the successful applicant shall have five (5) working days in which to confirm the appointment after which the transfer shall be considered permanent. To allow for this period of grace the position vacated by the lateral transfer shall be bulletined within ten (10) days of the creation of the vacancy.

8.06 When an employee applies for a bulletined position which would result in a lateral transfer and he/she has been in his/her present position for less than one (1) year, the Board reserves the right to accept or reject the application. The foregoing does not apply to an employee who has been transferred laterally to his/her present position at the request of the Board. For the purpose of this article a transfer from an evening/night shift to a day shift shall be deemed a promotion and not a lateral transfer. However, a transfer from a day shift to an evening/night shift shall be deemed a lateral transfer.

8.07 For information only the Board shall forward to the Union a list of all applicants for bulletined positions.

8.08 Method of making appointments:

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

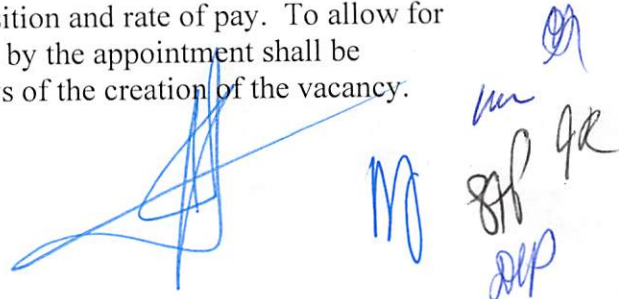
Seniority as determined in Article 7.02 (Probation Period & Calculation of Seniority) shall be the determining factor, provided the employee has the necessary qualifications to meet the requirements of the job.



(b) to custodial positions:

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 9 - GRIEVANCE PROCEDURE**

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

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

Step 5

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

Step 6

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

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

9.04 Where the matter:

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

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

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

### ARTICLE 10 - ARBITRATION

10.01 Composition of Board of Arbitration:

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

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

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

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

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

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

10.05 Expenses of the Board: Each party shall pay:

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

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

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

#### ARTICLE 11 - DISCIPLINE PROCEDURE

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

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

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

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

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



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

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

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

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

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

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

## **ARTICLE 12 - HOURS OF WORK**

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

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

### ARTICLE 13 - OVERTIME

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



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

**ARTICLE 14 - STATUTORY HOLIDAYS**

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

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

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

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

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

**ARTICLE 15 - VACATIONS**

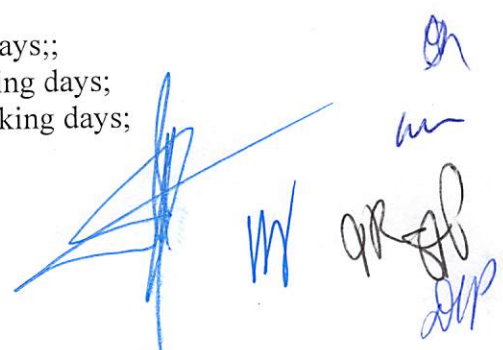
15.01 The year for vacation purposes shall be September 1st of one year to August 31st of the next year.

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

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

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

- zero to two years' service - ten (10) working days;;
- after two (2) years' service - fifteen (15) working days;
- after eight (8) years' service - twenty (20) working days;



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

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

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

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

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

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

15.09 1. All employees working for the Division on a twelve (12) month basis shall receive the number of days' vacation to which they are entitled under Article 15.04 at a time mutually agreed between the employee and the employer.

2. Exceptions to this general rule may be granted at the discretion of the Director, provided the request is made in writing two weeks prior to the proposed vacation.

3. In the case of conflict, preference in choice of vacation dates shall be determined by seniority of service with the Division.

15.10

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

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

#### ARTICLE 16 - SICK LEAVE PROVISIONS

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

Such approval shall not be unreasonably withheld.

- 16.02
1. Amount of Sick Leave: Sick leave shall be granted to full-time and part-time employees on the basis of two (2) working days per month, accumulative to one hundred and twenty-five (125) working days.
  2. If an employee begins a period of extended sick leave which subsequently

extends beyond one year, upon his/her return to work he/she is credited with 2 days immediately and 2 additional days at the beginning of every month of continuous work, continuous work defined as including any eligible sick leave or approved leave taken.

3. Where hours of work are reduced for full-time or part-time employees, there shall be no loss of "sick days" accrued other than that a sick day is of shorter duration defined by the number of hours actually being worked at the time sick day credits are exercised.
4. Substitute/casual and temporary/term employees shall continue to accumulate sick leave credits as per Article 27.03.
5. Full-time and part-time employees shall have sick leave accrual reported as days on salary records, and hourly for Bus Drivers (per Letter of Understanding – Bus Driver Protocol clause #14).

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

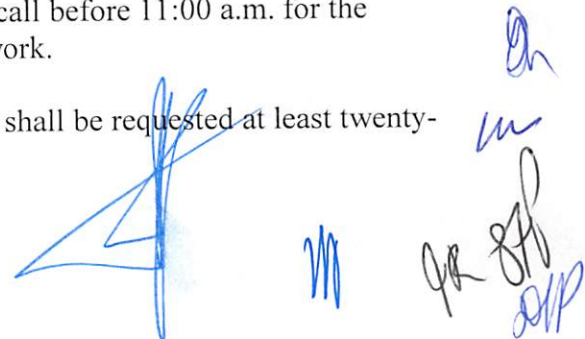
16.04 Proof of Illness: An employee may be required to produce a certificate from a duly qualified practitioner for any illnesses certifying that such employee is unable to carry out that employee's duties due to illness and upon production of a receipted bill for professional services the Board will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

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

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

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

16.07 Absences for necessary medical appointments shall be requested at least twenty-



four (24) hours in advance. This requirement will be reduced or waived in emergency situations.

16.08 The Employer may require an employee, on returning to work, to provide a medical certificate certifying that the employee is able to resume his/her normal work duties. In addition, employees absent due to extended illness, may be required to produce a medical certificate including, where possible, the estimated date of return or an appointment for re-evaluation of the employee. Ordinarily employees shall not be required to provide any additional medical certificate prior to returning to work except in the following circumstances:

1. Once every twenty (20) days where no estimated date of return can be provided; and
2. Where the absence exceeds the estimated date of return.

16.09 The Employer and the Union agree that use of sick leave will be monitored, and irregularities will be investigated and managed in accordance with established protocols. The Employer and the Union will also demonstrate a shared duty to accommodate members during their sick leave and return to work for mutual benefit.

#### ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS

17.01 Negotiations with Seven Oaks School Board: The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily to carry on negotiations with the Board, or in respect to a grievance, they shall suffer no loss of pay for the time spent.

17.02 Union Representation at Conventions and Other Business:

- (a) Upon approval of the Employer, leave of absence shall be granted to employees who are elected or appointed to represent the Union at Union schools, conferences, or conventions. Leaves to attend Union business shall not exceed eighty (80) days in any one year to all members belonging to the Union. Time required in excess of eighty (80) days shall be at the Employer's discretion. It is understood that not more than **five (5)** employees may be absent at any one time. The Union shall provide the Employer with request for such leave in writing no less than one week prior to any Union schools, conferences and/or conventions for any and all elected or appointed representatives who are to attend.
- (b) Executive & Committee Meetings: Upon approval of the Employer, leave of absence shall be granted to employees who are elected officers of the Manitoba Division of C.U.P.E., the National Executive of C.U.P.E. or any other labour organizations with which the Union is affiliated so that they

may attend Executive and Committee meetings. The Union shall provide the Employer with request for such leave in writing no less than one week prior to any Executive and Committee meetings for any and all elected officers who are to attend.

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

17.03 Election or Selection for Full-Time Union Position:

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

**ARTICLE 18 - LEAVE OF ABSENCE FOR PUBLIC SERVICE**

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

18.02 Public Affairs:

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



**ARTICLE 19 - LEAVE OF ABSENCE FOR PERSONAL AND FAMILY BUSINESS**

19.01 Compassionate Leave:

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

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

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

19.02 Family Leave:

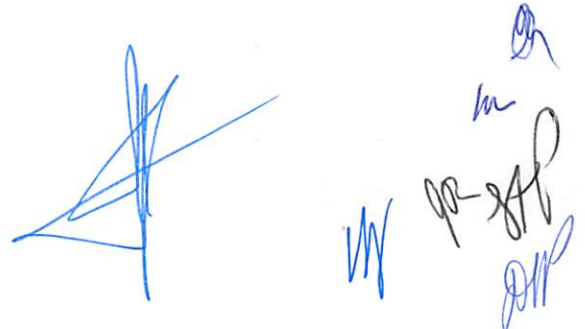
An employee shall be entitled to use up to three (3) days of sick leave per year to attend to medical emergencies that pertain to an employee's spouse, common-law partner, children, children of the spouse or common-law partner, grandchildren, foster children and/or parents. Such leave is non-cumulative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

19.03 Religious Leave:

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

The following notification period shall apply:

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





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

19.04 Bereavement Leave:

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

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

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

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

19.05 Leave to Write Exams:

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

19.06 Leave for Seminars, Workshops or Short Courses:

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

19.07 Maternity/Parental/Adoptive Leave:

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

Employment Benefits Plan with Human Resources Development Canada.

- (b) In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
    - (i) For the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and
    - (ii) Up to fifteen (15) additional weeks' payment equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety percent (90%) of her gross salary.
  - (c) An employee taking adoptive or parental leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefit (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.
  - (d) In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the following:
    - (i) For the first two (2) weeks, payment equivalent to ninety percent (90%) of gross salary, and
    - (ii) Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.
3. A copy of the pertinent sections of The Employment Standards Code is appended to this agreement.
4. Maternity/parental/adoptive leave shall not constitute a break in employment.
5. At the termination of the maternity/parental/adoptive leave, the employee will be reinstated in the position occupied by her/him at the time such leave commenced or in a comparable position where the former position no longer exists.

19.08

Personal Leave:

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

19.09

Compassionate Care Leave

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

**ARTICLE 20 - PAYMENT OF WAGES**

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

Handwritten signatures in blue ink, including a large signature on the left and several smaller ones on the right.

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

**ARTICLE 21 - LAY-OFFS AND RECALL**

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

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

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

## ARTICLE 22 - PENSION PLAN AND GROUP INSURANCE

### 22.01 Life Insurance

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


### 22.02 Long Term Disability

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

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

### 22.03 Pension Plan

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



22.04 Group Registered Retirement Savings Plan

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

22.05 Continuation of Benefits During Work Stoppages

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

22.06 Extended Health Care, Vision and Dental Plan

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

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

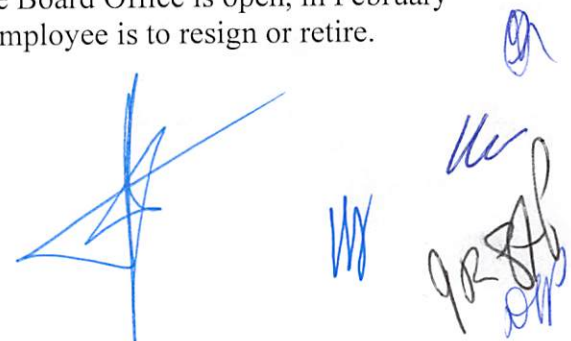
The Plan benefits will at a minimum include those in effect at January 1, 2015, as set forth in the attached Addendum, or as mutually agreed by the Board and the Union.

**ARTICLE 23 - RETIREMENT POLICY**

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

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

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



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

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

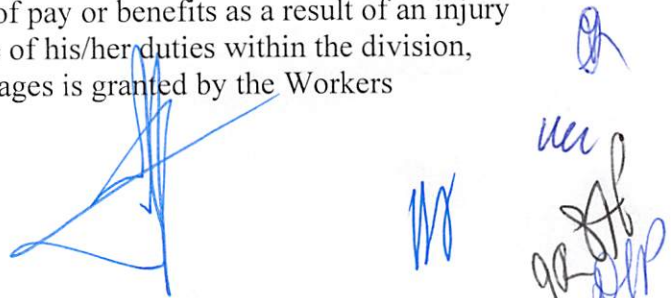
A retiring CUPE Local 731 employee who wishes to have their retirement gratuity placed into an RRSP shall so notify the Board and complete any prescribed forms.

#### ARTICLE 24 - SAFETY

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

#### ARTICLE 25 - OTHER BENEFITS

- 25.01 Proper Accommodation: Where possible proper accommodation shall be provided for in all schools and shops for employees of the Board to have their meals and keep their clothes.
- 25.02 Present Conditions and Benefits: Working conditions which employees now enjoy, receive or possess as employees of the Board shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Board and the Union.
- 25.03 Work Clothing Support
- After one (1) month's employment with the Board, the Division will support employees covered by the Agreement in the purchase of work clothing and footwear on a 50/50 cost-sharing basis up to a cost of \$300 per year to the Board.
- Payroll deductions shall be available for the convenience of the employee in paying the employee's portion.
- 25.04 Workers Compensation Pay Supplement
1. An employee shall suffer no loss of pay or benefits as a result of an injury received while in the performance of his/her duties within the division, where compensation for loss of wages is granted by the Workers



Compensation Board. The Employee shall continue to receive his/her normal pay.

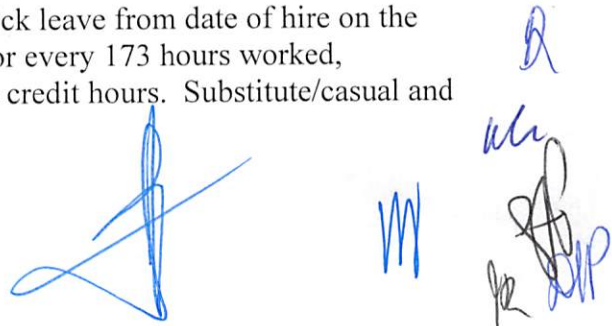
2. The salary will be paid to the employee until such time as the employee uses up his/her accumulated sick leave. The employer shall deduct one-quarter day sick leave for every day the employee is receiving Workers Compensation benefits. When an employee's sick leave credits are exhausted, payments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

**ARTICLE 26 - EMPLOYMENT INSURANCE**

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

**ARTICLE 27 - SUBSTITUTE/CASUAL AND TEMPORARY/TERM EMPLOYEES**

- 27.01 Substitute/casual and temporary/term custodians shall receive the Group A rate plus vacation pay. Substitute/casual and temporary/term bus drivers shall receive Group D rate plus vacation pay.
- 27.02 Substitute/casual and temporary/term employees shall be covered by the No Discrimination clause written in Article 4. The Board agrees that there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any employee by reason of age, race, creed, color, national origin, handicap, political or religious affiliation, sex or marital status, family relationship, place of residence nor by reason of his/her membership or activity in the Union and as contained in the Human Rights Act.
- 27.03 Notwithstanding Article 16 - Sick Leave Provisions - substitute/casual and temporary/term employees shall be granted sick leave from date of hire on the basis of sixteen (16) hours sick leave credit for every 173 hours worked, cumulative to one thousand (1000) sick leave credit hours. Substitute/casual and





temporary/term employees shall have sick leave accrual reported as hours on salary records.

- 27.04 Notwithstanding Article 22 - Pension Plan and Group Insurance - substitute/casual and temporary/term employees are not eligible to participate in Article 22.01 group life insurance and Article 22.02 salary continuance.
- 27.05 Pension Plan - substitute/casual and temporary/term employees shall participate in the M Pension Plan for Non-Teaching Employees six (6) months from the initial date of hire in the Division. Bi-weekly deductions, matched by the Board, shall be as outlined in the Plan.
- 27.06 Notwithstanding Article 25 - Other Benefits - substitute/casual and temporary/term employees shall not be eligible to participate in the purchase of uniforms for employees.
- 27.07 Notwithstanding Article 14 - Statutory Holidays - substitute/casual and temporary/term employees shall be eligible for statutory holidays with pay provided they meet the requirements of the Employment Standards Act.
- 27.08 1. Notwithstanding Article 7 - Probationary Period and Calculation of Seniority, substitute/casual and temporary/term employees shall establish seniority on the basis of an employee's service in the bargaining unit, calculated from the date upon which the employee commenced employment in the bargaining unit when applying for full-time or part-time established positions. A roster will be provided to the Union identifying employee name and initial date of hire and will be grouped by Custodians and Bus Drivers in the month of January.
- (i) When a full-time substitute/casual or temporary/term employee applies for a full-time or part-time established position, the employee shall establish seniority on the basis of an employee's service in the bargaining unit, calculated from the date upon which the employee commenced employment in the bargaining unit.
  - (ii) When a part-time substitute/casual or temporary/term employee applies for a part-time established position, the employee shall establish seniority on the basis of an employee's service in the bargaining unit, calculated from the date upon which the employee commenced employment in the bargaining unit.
  - (iii) Effective the date of signing of this Agreement when a part-time substitute/casual or temporary/term employee applies for a full-time established position, the employee shall establish seniority by the time factor of the employee's part-time position (i.e. ten (10) years at .5 time factor = five years of seniority) for the period of time

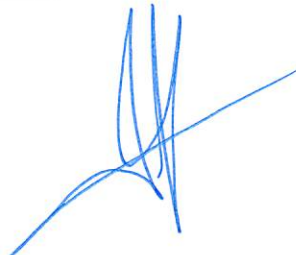
worked as a part-time employee.

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

27.09

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

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



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

**ARTICLE 28 - CUSTODIAL QUALIFICATIONS**

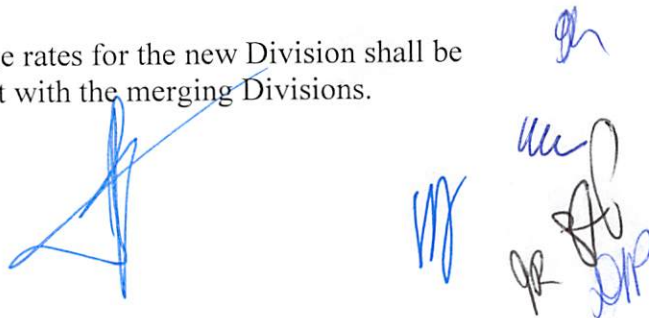
28.01 The following provision shall govern the requirement of all employees in custodial positions, except for Group A Custodial – Base Rate, to hold or acquire a Class V power Engineer's Certificate:

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

**ARTICLE 29 - AMALGAMATION, REGIONALISATION AND MERGER PROTECTION**

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

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



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

29.02 Portability of Service Credits

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

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

**ARTICLE 30 - TERM OF AGREEMENT**

- 30.01 This Agreement shall be binding and in effect from January 1, 2018 to December 31, 2021 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to December 31st in any year it desires its termination.
- 30.02 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. The Board recognizes that such changes may include fringe benefits, not presently enjoyed, which may be added to contracts with other groups employed by the Board.
- 30.03 Either party desiring to propose changes or amendments to this Agreement shall, within a period of sixty (60) days prior to the termination date, give notice in writing to the other party of changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of this Agreement, both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revision or new Agreement.

**SALARY GROUPINGS**

**GROUP A**

Consists of custodial employees and custodial team leaders.

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

**GROUP B**

Consists of utility persons and utility persons with recognized papers.

**GROUP C**

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

**GROUP D**

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

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

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

**SUMMER STUDENTS**

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


**SCHEDULE A - SALARY SCHEDULE**

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

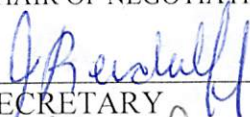
	2018	2019	2020	2021
	January 1, 2018	December 31, 2018	December 29, 2019	December 28, 2020
<b>Increase:</b>	1.60%	1.40%	0.50%	3.30%
<b>GROUP A</b>				
Custodial: Base Rate	\$23.73	\$24.06	\$24.18	\$24.98
With valid Fifth Class Certificate <u>or</u> Custodial Certificate	\$24.56	\$24.90	\$25.02	\$25.85
With valid Fifth Class Certificate <u>and</u> Custodial Certificate	\$25.25	\$25.60	\$25.73	\$26.58
Night Team Leader Premium	\$1.36	\$1.38	\$1.39	\$1.44
Day Team Leader Premium	\$2.46	\$2.49	\$2.50	\$2.58
<b>GROUP B</b>				
Courier	\$24.39	\$24.73	\$24.85	\$25.67
Courier with Professional Development Certificate	\$25.23	\$25.58	\$25.71	\$26.56
Utility	\$25.60	\$25.96	\$26.09	\$26.95
Utility with Fifth Class Certificate <u>or</u> Professional Development Certificate	\$26.44	\$26.81	\$26.94	\$27.83
Utility with Fifth Class Certificate <u>and</u> Professional Development Certificate	\$27.12	\$27.50	\$27.64	\$28.55
<b>GROUP C</b>				
Maintenance Service Person	\$26.20	\$26.57	\$26.70	\$27.58
Uncertified Trade with Fifth Class <u>or</u> Professional Development Certificate	\$27.02	\$27.40	\$27.54	\$28.45
Uncertified Trade with Fifth Class Certificate <u>and</u> Professional Development Certificate	\$27.70	\$28.09	\$28.23	\$29.16
Tradesperson (painter, electrician, carpenter, plumber, roofer, and mechanic)	\$33.02	\$33.48	\$33.65	\$34.76
Tradesperson with Fifth Class <u>or</u> Professional Development Certificate	\$33.84	\$34.31	\$34.48	\$35.62
Tradesperson with Fifth Class <u>and</u> Professional Development Certificate	\$34.53	\$35.01	\$35.19	\$36.35
<b>GROUP D</b>				
Bus Drivers	\$24.59	\$24.93	\$25.05	\$25.88
Bus Drivers with Professional Development Certificate	\$25.42	\$25.78	\$25.91	\$26.77
Bus Driver Trainer	\$25.93	\$26.29	\$26.42	\$27.29
Bus Driver Trainer with Professional Development Certificate	\$26.77	\$27.14	\$27.28	\$28.18
Wheelchair Bus Drivers Premium	\$0.67	\$0.68	\$0.68	\$0.70
Summer Students	\$13.16	\$13.34	\$13.41	\$13.85

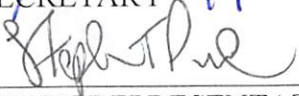
Dated at Winnipeg, Manitoba, this 18 day of FEBRUARY, 2022.

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

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
UNION REPRESENTATIVE

SIGNED ON BEHALF OF:  
Seven Oaks School Division

  
\_\_\_\_\_  
CHAIRPERSON OF THE BOARD

\_\_\_\_\_  
CO-CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
SECRETARY-TREASURER

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

LETTER OF UNDERSTANDING

EMPLOYMENT OPPORTUNITIES

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

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

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

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

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

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

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

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



DATED at Winnipeg, Manitoba this 4 day of October, 2021.

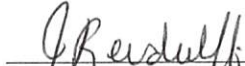
**SIGNED ON BEHALF OF:**  
The Canadian Union of Public  
Employees, Local 731



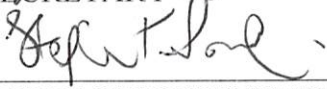
\_\_\_\_\_  
PRESIDENT



\_\_\_\_\_  
CHAIR OF NEGOTIATIONS



\_\_\_\_\_  
SECRETARY



\_\_\_\_\_  
UNION REPRESENTATIVE

**SIGNED ON BEHALF OF:**  
Seven Oaks School Division



\_\_\_\_\_  
CHAIRPERSON OF THE BOARD

  
\_\_\_\_\_  
CO-CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
SECRETARY-TREASURER



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

LETTER OF UNDERSTANDING

**HIRING "ON SUPPLY" EMPLOYEES**

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

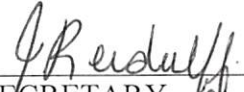
- defined as full-time employees hired for eight hours and without specific placement;
- employees will maintain the same rights and privileges of full-time members, not withstanding Article 27.
- On Supply employees will be included on the Permanent seniority list, and identified as "On Supply".

DATED at Winnipeg, Manitoba this 4 day of Oct, 2021.

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

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
UNION REPRESENTATIVE

**SIGNED ON BEHALF OF:**  
Seven Oaks School Division

  
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CHAIRPERSON OF THE BOARD

  
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CO-CHAIR OF NEGOTIATIONS

  
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SECRETARY-TREASURER



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

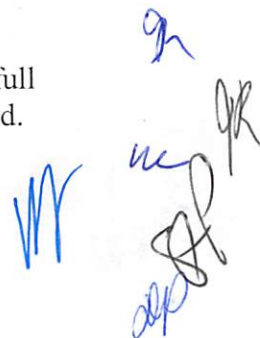
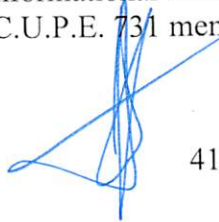
LETTER OF UNDERSTANDING

**CERTIFICATE TRAINING PROGRAM**

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

The Program and its structure will be established through:

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




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

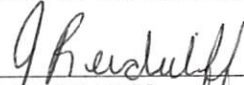
Certification must be renewed annually by participating in development opportunities as mandated by the Training & Development Committee.


DATED at Winnipeg, Manitoba this 4 day of Oct., 2021.

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

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
UNION REPRESENTATIVE

**SIGNED ON BEHALF OF:**  
Seven Oaks School Division

  
\_\_\_\_\_  
CHAIRPERSON OF THE BOARD

  
\_\_\_\_\_  
CO-CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
SECRETARY-TREASURER



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

**LETTER OF UNDERSTANDING**

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**BUS DRIVER'S PROTOCOL**

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

<u>Posted</u>		<u>Sign By</u>
Tuesday	12 noon for Thursday, Friday	Wednesday, 10:00 am
Thursday	12 noon for Monday, Tuesday	Friday, 10:00 am
Friday	12 noon for Wednesday	Monday, 10:00 am

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

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

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

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

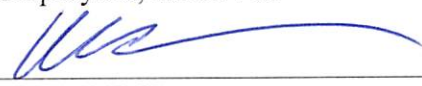
7. All kindergarten runs shall be **bid on at the end of the school year in June.**
8. All last minute kindergarten runs and field trips will be chosen in order of seniority. Full disclosure of available last minute kindergarten runs and field trips shall be done in order for the senior driver to select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


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

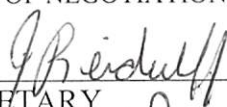
13. If a driver is absent due to illness no trips shall be given out on the first day of returning to work, unless there is a necessity for them to drive requested by management for day trips only, but would be offered the next available evening or weekend rotational trip. If the driver has been off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

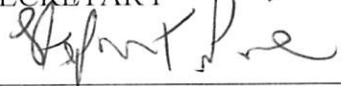
DATED at Winnipeg, Manitoba this 4 day of Oct, 2021.

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

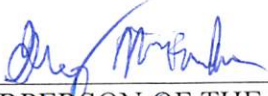
  
 \_\_\_\_\_  
 PRESIDENT

  
 \_\_\_\_\_  
 CHAIR OF NEGOTIATIONS


  
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 SECRETARY

  
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 UNION REPRESENTATIVE

**SIGNED ON BEHALF OF:**  
 Seven Oaks School Division

  
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 CHAIRPERSON OF THE BOARD

  
 \_\_\_\_\_  
 CO-CHAIR OF NEGOTIATIONS

  
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 SECRETARY-TREASURER



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

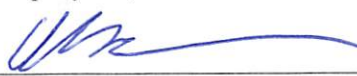
LETTER OF UNDERSTANDING

DEFINED BENEFIT PENSION PLAN

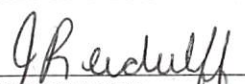
As an outcome of 2015 negotiations between the Seven Oaks School Division (SOSD) and C.U.P.E. 731, both parties agree that the Seven Oaks School Division and C.U.P.E. 731 may reopen negotiations but that we are not predetermining the outcome of the negotiations.

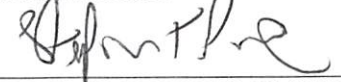
DATED at Winnipeg, Manitoba this 4 day of October, 2021.

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


  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
SECRETARY

  
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UNION REPRESENTATIVE

**SIGNED ON BEHALF OF:**  
Seven Oaks School Division

  
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CHAIRPERSON OF THE BOARD

  
\_\_\_\_\_  
CO-CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
SECRETARY-TREASURER



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

ADDENDUM

SEVEN OAKS SCHOOL DIVISION – GROUP INSURANCE BENEFITS

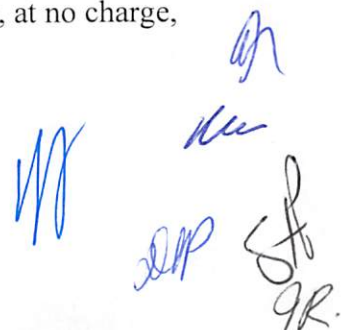
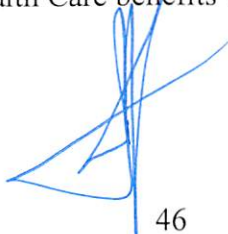
Extended Health Care

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

- 100% of eligible out-of-Canada emergency medical expenses
- 100% of the cost of eye glasses, contact lenses, and eye examinations (inclusive), to a maximum of \$400 every 24 months
- 100% of the cost of ambulance services to the nearest hospital
- 80% of prescription drug costs with a pay-direct drug card with a \$6 dispensing fee cap, prescription drugs that are purchased at Costco are reimbursed at 90%
- 80% of the cost of services of the following practitioners, each to a maximum of \$850.00 per calendar year:
  - Audiologist
  - Chiropractor
  - Dietician
  - Naturopath
  - Physiotherapist
  - Psychologist (including MWS/Clinical Counsellors)
  - Specialist in Acupuncture
  - Certified Athletic Therapist
  - Massage Therapist
  - Osteopath
  - Podiatrist/Chiropodist
  - Speech Therapist
- 80% of the cost of custom-made orthotics, up to \$350 per calendar year
- 80% of the cost of custom-made orthopedic shoes, up to \$500 per calendar year
- 80% of the cost of hearing aids, up to \$500 in any period of 36 consecutive months
- 80% of private duty nursing charges, up to \$5,000.00 per calendar year

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

Current as of September 15, 2021.





**Dental**

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

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

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

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

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

DATED at Winnipeg, Manitoba this 4 day of October, 2021.

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

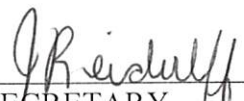
**SIGNED ON BEHALF OF:**  
Seven Oaks School Division

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
CHAIRPERSON OF THE BOARD

  
\_\_\_\_\_  
CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
CO-CHAIR OF NEGOTIATIONS

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
SECRETARY-TREASURER

  
\_\_\_\_\_  
UNION REPRESENTATIVE

