

COLLECTIVE AGREEMENT

Between

THE PRAIRIE ROSE SCHOOL DIVISION

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 4701 – UNIT B
CUSTODIANS, CLERICAL, MAINTENANCE,
LIBRARY, BUS DRIVERS,
COMPUTER TECHNOLOGY**

Covering the period

July 1, 2010 – June 30, 2014

TABLE OF CONTENTS

Article 1	Preamble	1
Article 2	Definitions	1
Article 3	Management Rights	2
Article 4	Recognition	2
Article 5	Negotiations	3
Article 6	Liaison Committee	4
Article 7	Grievance Procedure	4
Article 8	Arbitration Procedure	5
Article 9	Personnel Records	6
Article 10	Discharge, Suspension and Termination	6
Article 11	Seniority	6
11.01	Seniority Defined	6
11.02	Seniority List	7
Article 12	Staff Changes	7
12.01	Job Postings	7
12.02	Information on Postings	8
12.04	Method of Making Appointments	8
Article 13	Hours of Work	8
13.01	Custodians, Caretakers, Cleaners, Mechanics & Maintenance, Computer/Electronics Technicians	8
13.02	Clerical Employees, Librarians.....	8
13.03	Computer Support Workers	9
13.04	Bus Drivers	9
13.05	Meal Periods	9
13.06	Rest Periods	9
Article 14	Overtime	9
14.04	Banked Time	10
Article 15	Statutory Holidays	10
Article 16	Vacations	11
16.03	Vacation Periods	11
16.04	Employees Who Resign	11
Article 17	Sick Leave	11
17.01	Sick Leave Defined	11
17.07	Bus Driver Replacement	12
17.10	Appointment Leave	13
Article 18	Leave of Absence	14
18.01	Leave for Union Business	14
18.03	Leave of Absence	14
18.03	General Leave for Bus Drivers	14
18.04	Bereavement Leave	15
18.05	Jury/Witness Duty	15
18.06	Bus Driver Witness Leave	15
18.07	Leave to Write Examinations	15
18.08	Maternity/Parental/Adoption Leave	15

18.09	Personal Leave	15
Article 19	Payment of Wages	16
Article 20	Layoff and Recall	16
20.04	Recall Procedure	16
20.05	No New Employees	16
20.06	Bus Drivers	16
Article 21	Job Classifications	17
Article 22	Employee Benefits.....	17
Article 23	Employment Insurance Premium Rebate.....	18
Article 24	Group Registered Pension Plan (RPP).....	18
Article 25	Group Registered Retirement Savings Plan (RRSP).....	19
Article 26	Other Allowances	19
26.01	Shift Differential	19
26.02	Engine Heater Electricity Allowance	19
26.03	Bus Cleaning Allowance	19
26.04	Distance Allowance	19
26.05	Winter Heating Check Allowance	19
26.06	Extra-Curricular Rate	20
26.07	Hydraulic Lift	20
26.08	Town of Carman	20
26.09	Dufferin Christian School	20
Article 27	Increment Raises	20
Article 28	Strikes and Lockouts	20
Article 29	Duration of Agreement	20
Schedule A	– Salary Scale	21
Bus Drivers	– Mileage Allowance	22
Signing	22
Letter of Understanding	– Extra-Curricular Trips	23
Letter of Understanding	– Contracting Out	24
Letter of Understanding	– Uniforms Bus Drivers / Mechanics	25
Letter of Understanding	– Uniforms Custodial Staff / Mechanics	26
Letter of Understanding	– Bus Breakdown	27
Letter of Understanding	– Bus Drivers Paid Salary Inconsistent with Agreement	28
Letter of Understanding	– Non-Scheduled Maintenance.....	29
Letter of Understanding	– Increase in Daily Standard Hours of Work Beyond 8 Hours Per Day During School Breaks	30
Letter of Understanding	– Extra-Curricular Trips	31

This Agreement made and entered as of this ____ day of _____ A.D., 2012.

Between:

PRAIRIE ROSE SCHOOL DIVISION
(hereinafter referred to as the "Division")

of the First Part

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4701 - UNIT B
(hereinafter referred to as the "Union")

of the Second Part

ALL CLAUSES EFFECTIVE ON THE DATE OF SIGNING THE COLLECTIVE AGREEMENT UNLESS OTHERWISE INDICATED.

ARTICLE 1 – PREAMBLE

Whereas it is the desire of both Parties of this Agreement:

- a) To maintain and improve relations and settled conditions of employment between the Division and the Union.
- b) To recognize the mutual value of joint discussions and negotiation in all matters pertaining to working conditions, employment, services, and wage rates.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and to provide a basis for both Parties to improve the education services provided to the school children and the ratepayers of the Prairie Rose School Division.

Now therefore, the Parties agree as follows:

ARTICLE 2 - DEFINITIONS

- 2.01 The term "employee" shall, for the purposes of this Agreement, include all employees as outlined in MLB Certificate #6227 and further:
- 2.02 "Full-time employee" and "part-time employee" means an employee who regularly works on a regular and recurring basis.
- 2.03 "Temporary employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. An employee hired under this designation will not normally work more than six (6) months. However, in the event

such a requirement exists, the Union shall be notified of any duration in excess of six (6) months.

In the event the temporary employee is no longer required, such temporary employee shall receive at least two (2) weeks notice or pay in lieu thereof.

Where a temporary employee is hired into a regular full-time or part-time position without a break in service, he/she shall be entitled to seniority, consistent with Article 11.01, retroactive to his/her last date of hire.

- 2.04 "Casual employee" means an employee who is employed on an irregular and unscheduled basis. A casual employee is not covered by this Agreement. However, a casual employee shall be paid the rate of pay as per Schedule A for the position they assume.
- 2.05 Students hired during the period of May 1 to September 30 of any year will not be covered by this Agreement.
- 2.06 Every newly hired employee shall be placed on probation for a period of six (6) consecutive months of service exclusive of the summer and winter breaks from the date from which employment commenced.
- 2.07 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not have recourse through the grievance procedure for discharge.
- 2.08 Upon completion of the probationary period, seniority shall be retroactive to the date of last hire.
- 2.09 The masculine shall be construed as including the feminine; the feminine shall be construed as including the masculine, and the singular the plural, where required.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Subject to the provisions of this Agreement, the operation of the schools and direction of the staff covered by MLB Certificate # 6227, including the right to hire, suspend, or discharge for just cause; to assign to jobs, to classify, to promote, to transfer for cause employees among the schools; to increase, decrease or reorganize the staff, both permanent and temporary, and to determine the service necessary for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Division.

In administering this agreement, the employer shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

- 3.02 The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division.

ARTICLE 4 - RECOGNITION

- 4.01 This Agreement covers all employees as outlined by MLB Certificate #6227 issued by the Manitoba Labour Board and as listed in Schedule "A" except casual employees, those excluded by the Act and those positions that the Parties may, from time to time, agree on as being excluded from this Collective Agreement.

- 4.02 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.
- 4.03 For new employees, the deduction of dues shall become effective on the first semi-monthly pay.
- 4.04 The Union shall provide the Division at least one month's advance notice of any change in the dues structure.
- 4.05 Deductions shall be made from the semi-monthly payroll and shall be submitted to the National Secretary Treasurer of CUPE no later than the 15th of the month following the month deductions were made.
- 4.06 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of Union dues as provided for above.
- 4.07 Should a dispute arise concerning whether a particular person comes within the bargaining unit covered by this Agreement, the matters may be submitted by either Party to the Manitoba Labour Board for a decision.
- 4.08 **Non-Discrimination**

The Division 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 non-membership or activity in the Union.

ARTICLE 5 - NEGOTIATIONS

- 5.01 The Union shall notify the Division, in writing, as to the names of their Executive, Stewards and Committee members. The Division shall notify the Union, in writing, as to the names of their Committee members and those that the Union will deal with.
- 5.02 The Bargaining Committee of the Union shall not exceed five (5) members, exclusive of the CUPE Representative.

5.03 Representatives of Canadian Union of Public Employees

With the prior approval of the Superintendent or Designate a representative of the Union shall be entitled to visit the worksite or school in order to deal with any matters arising out of the Collective Agreement provided in the opinion of the Division that these visits shall not result in disruption of activities carried on in the school or other worksite.

- 5.04 Leave of absence with pay may be granted to up to two (2) employee representatives of the Union who are required to attend negotiation meetings held during working hours.
- 5.05 The Union will be allowed representatives to serve as members of the Division Work Place Safety and Health Committees in accordance with The Workplace Safety and Health Act.

No employee representative shall suffer a loss of pay while attending meetings of the committee or carrying out their responsibilities as a committee member, as set forth in the Workplace Safety and Health Act.

ARTICLE 6 - LIAISON COMMITTEE

- 6.01 A Liaison Committee shall be established consisting of equal representatives of the Union and of the Division. Each party shall be entitled to have up to three (3) members on the committee. The committee shall concern itself with the following matters:
- a) Promoting safety practices;
 - b) Increasing operating efficiency by promoting co-operation in effecting economy moves;
 - c) Improving the quality of service for the school children and the ratepayers of the Prairie Rose School Division;
 - d) Reviewing suggestions from employees as it relates to the above.
- 6.02 The Committee shall meet at the call of either party, upon at least two (2) weeks notice, however, not more than once every two months unless otherwise mutually agreed. The request for such meetings shall be accompanied by an agenda of the items to be discussed. It is understood that new items may be deferred to a future meeting.
- 6.03 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement or any grievance arising there from.
- 6.04 The Committee shall not supersede the activities of any other committee of the Union or of the Division and does not have the power to bind either the Union or its members or the Division to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Division with respect to its discussions and conclusions.
- 6.05 Leave of absence with pay shall be granted to employee representatives of the Liaison Committee to attend Liaison Committee meetings where such meetings are held during working hours.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Division, the Union or any employees regarding the interpretation, meaning, operation or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:
- If a dispute arises between the Division and an employee, the employee shall first attempt to resolve such dispute through discussion with the employee's immediate supervisor before a grievance is initiated.
 - If the grievor so wishes, he/she may be accompanied by a Union Steward for the Steps one (1) through three (3).
 - All grievances shall be submitted in writing, stating the Article in the Collective Agreement violated and the solution sought, within ten (10) working days of the event giving rise to a grievance. In the event of a grievance originating while an employee is on an approved

leave of absence from work, such grievance shall be lodged within ten (10) working days of the said employee returning to work.

7.02 **Step 1**

The aggrieved employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing stating the nature of the grievance, the article(s) of the collective agreement alleged to be violated, and the redress sought, to his/her immediate supervisor. The supervisor shall render his/her decision within fifteen (15) working days after receipt of the grievance.

7.03 **Step 2**

Failing satisfactory settlement within fifteen (15) working days after the dispute was submitted under Step 1, the written grievance may be submitted to the Superintendent. The Superintendent shall render his decision within fifteen (15) working days after receipt of the grievance.

7.04 **Step 3**

Failing settlement being reached in Step 2, the grievor may submit the written grievance to the Board of Trustees who shall render their decision within fifteen (15) working days after the next regularly scheduled Board meeting.

7.05 **Step 4**

Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their intent to proceed or not proceed to arbitration within fifteen (15) working days after the Board response under Step 3.

7.06 In cases of discharge or suspension, Step 1 of the Grievance Procedure may be by-passed.

7.07 The time limits stipulated above may be extended by mutual agreement.

7.08 Leave of absence with pay shall be granted to one (1) employee representative of the Union who may be required to attend grievance meetings held during working hours.

ARTICLE 8 – ARBITRATION PROCEDURE

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

8.02 Within twenty (20) working days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. These two (2) arbitrators shall appoint a third person, who shall be mutually satisfactory to both parties to act as Chairperson.

8.03 If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within twenty (20) working days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.

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

- 8.05 The parties to this agreement request that the Board of Arbitration hand down its decision as soon as possible.
- 8.06 Each party shall pay the fees and expenses of its appointee and one-half (1/2) of the fees and expenses of the Chairperson.
- 8.07 The time limits as stipulated above may be extended by consent of the parties to this agreement in writing.
- 8.08 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 mutates mutandis to the single arbitrator.
- 8.09 Nothing in this agreement shall preclude a settlement of a grievance by mutual agreement in any manner whatsoever.
- 8.10 One (1) local Union Representative will be granted time off with pay to attend an Arbitration Board hearing held during working hours.

ARTICLE 9 - PERSONNEL RECORDS

- 9.01 Upon written request to the Secretary Treasurer, an employee shall have the right to access and review his/her personnel file at a mutually agreed upon time, in the presence of a Division representative. A copy of an employee's file will be made available upon request within (3) three working days.
- 9.02 An employee has the right to respond in writing to any report or evaluation brought to his/her attention by the Division. Any such written response will be made at the time the report or evaluation was brought to the employee's attention by the Division.
- 9.03 An employee shall receive a copy of any evaluation placed on the employee file.

ARTICLE 10 - DISCHARGE, SUSPENSION AND TERMINATIONS

- 10.01 The Division shall have the right to discipline, suspend or discharge any employee for just cause. Such employee shall be advised in writing of reason for his/her discharge or suspension, with a copy being sent to the Union.
- 10.02 The employee shall have the right to be accompanied by a Union representative.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit from the date of last hire and shall include service with the Division prior to the certification or recognition of the Union. Seniority shall be one of the factors used in determining preference or priority for promotion, transfer, lay-off, and recall, as set out in other provisions of this Agreement.

11.02 **Seniority List**

A seniority list shall be prepared by the Division and revised annually, in the first week of April of each year. A copy of the list will be posted on bulletin boards and a copy given to the Union.

11.03 Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- a) the employee is discharged and is not reinstated;
- b) the employee resigns in writing;
- c) the employee is laid off for a period longer than twelve (12) months or such extension as may have been worked;
- d) the employee fails to return to work following an authorized leave of absence;
- e) the employee does not return to work from layoff within ten (10) working days of being notified by registered mail to do so.

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

11.05 An employee shall retain and accrue seniority if she is absent from work because of:

- a) illness or accident to a maximum of twelve (12) months;
- b) authorized leave of absence of up to thirty (30) working days;
- c) Maternity or Parental leave or Compassionate Care Leave granted under the Employment Standards Code.

11.06 An employee shall retain but shall not accrue seniority if:

- a) he is absent because of illness or accident over twelve (12) months;
- b) he is laid off in excess of the summer months but less than twelve (12) months;
- c) he is on an authorized leave of absence in excess of thirty (30) working days.

ARTICLE 12 – STAFF CHANGES

12.01 **Job Postings**

When a new position within the scope of this Agreement is created, or when a vacancy of a permanent nature occurs, or a temporary position with a known duration greater than three (3) months occurs, the Division shall post notice of the position in all schools, office buildings and maintenance shops and the Division website for a minimum of seven (7) working days. In order to have their applications considered for the posted position, employees seeking the posted position must submit their applications prior to the closing date of the posting. Job postings for July and August shall be on the Division website. Employees shall be notified by mail of any job postings during the months of July and August with a copy mailed to the recording secretary of the Union.

12.02 **Information on Postings**

Such posting shall contain the following information:

Nature and location of position, required knowledge, abilities and skills, qualifications, shift, hours of work, wage or salary rate.

12.03 The Division shall notify the Recording Secretary of the Union of all appointments, transfers, layoffs and recalls.

12.04 **Method of Making Appointments**

The Division shall base its decision on the applicant's qualifications, ability, skills and experience to perform satisfactorily the duties of the position. If qualifications, abilities, skills and experience are relatively equal, seniority shall prevail.

12.05 Any employee upgraded to a higher classification shall be considered to be on a trial basis in his/her new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period, he/she shall be returned by the Division to a position similar to that previously held. In such event there shall be no loss of seniority nor shall the employee be paid a wage rate that is less than the rate of pay of the classification occupied immediately prior to the upgrade.

12.06 When an employee is relieving another employee in a higher paid classification as per Schedule "A" he shall receive the salary rate for that classification which is next highest to his, for all time so worked.

12.07 An employee relieving another employee in a lower paid classification shall receive their regular rate of pay of their current classification.

ARTICLE 13 – HOURS OF WORK

13.01 **Custodians, Caretakers, Cleaners, Mechanics and Maintenance, Computer/Electronics Technicians**

Regular hours of work shall be eight (8) consecutive hours per day, exclusive of the meal period and forty (40) hours per week, five (5) days per week, Monday to Friday.

In some schools, caretakers are required to work a split shift with normal hours worked as part of both a day and afternoon shift.

13.02 **Clerical Employees, Librarians**

Regular hours of work shall be seven (7) consecutive hours per day, exclusive of the meal period, thirty-five (35) hours per week, Monday to Friday.

Clerical and Library employees shall normally work the school year as prescribed by the Minister of Education as set forth in the Regulations to The Public Schools Act, which is inclusive of the ten (10) administrative days. Any additional time required to be worked shall be communicated to the employees prior to June 15 of any year, for the following year.

13.03 **Computer Support Workers**

Regular hours of work shall be six (6) consecutive hours per day, exclusive of the meal period, thirty (30) hours per week, Monday to Friday.

13.04 **Bus Drivers**

- a) salaries shall be paid based upon the number of school days as mandated by the Department of Education. The days will be in payment of the full school year and will be deemed to include payment for eight (8) statutory holidays;
- b) bus drivers shall work those hours as required to properly service their route and to maintain and clean their bus;
- c) a spare school bus driver replacing a regular driver will be paid the rate for that route, as per Schedule "A";
- d) each bus driver shall be paid one (1) hour at the extra curricular rate of pay for each bus evacuation;
- e) **In-Service Days**
The eight (8) hours of in-service as mandated by provincial regulation shall be paid at the extracurricular hourly rate. Employees shall receive at least four (4) weeks' notice of requirements for in-service attendance.

13.05 **Meal Periods**

Employees shall receive a meal period of not less than one-half (½) hour or more than one (1) hour in duration.

13.06 **Rest Periods**

A rest period of fifteen (15) minutes will be allowed for each three (3) hours worked. Such periods shall not be cumulative and shall be at a time determined by the employee's supervisor.

ARTICLE 14 – OVERTIME

- 14.01 All time worked up to eight (8) hours in a day or forty (40) hours in a week shall be paid at straight time. All time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be regarded as overtime payable at the rate of time and one-half (1 1/2x) for the first four (4) hours and double time (2x) thereafter.
- 14.02 When an employee is required to work on a Statutory Holiday the employee shall be paid one and one half times (1 1/2x) plus the employee's regular day's pay for such holiday.
- 14.03 Any employee, having returned home from the employee's regular work shift, called back for reason of an emergency, shall be paid a minimum of two (2) hours at time and one half (1 1/2).

14.04 **Banked Time**

- a) an employee authorized to work beyond their regular scheduled shift but less than eight (8) hours in any one day, may elect to be paid for such time at straight time rates or bank such time, to be taken as equivalent time off;
- b) an employee authorized to work beyond eight (8) hours in any one day or beyond forty (40) hours in any one week, may elect to be paid for such time in accordance with Article 14.01 or bank such time, to be taken as equivalent time off;
- c) banked time accumulated under a) or b) shall not normally exceed the equivalent of five (5) working days in any one school year and shall be taken at a mutually agreeable time;
- d) for all ten month employees, any outstanding banked time will be paid out at the end of June of each year;
- e) all banked time accumulated under a) or b) shall be taken or compensated in accordance with the Employment Standards Code.

ARTICLE 15 – STATUTORY HOLIDAYS

15.01 All employees may be eligible for the following holidays:

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

and, any other Statutory Holiday as proclaimed by the Province of Manitoba or the Government of Canada.

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

15.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Article 15.02, the employee shall be eligible to receive the holiday. However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as the holiday.

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

15.05 When a Statutory Holiday occurs during an employee's annual vacation he/she shall be allowed an additional day off at a time mutually convenient to the employee and the Division.

15.06 In order to qualify for payment for the above Statutory Holidays, the employee must have met the attendance requirements of the Employment Standards Code.

15.07 The Employer will follow the Employment Standards Code in order to calculate Statutory Holidays. When calculating an employee's earnings for this purpose, the Division shall

not factor in unpaid Christmas and Spring Breaks and unpaid in-service/administrative days.

ARTICLE 16 - VACATIONS

16.01 The vacation entitlement shall be calculated as to the number of continuous years service on June 30th of each year. Employees who are eligible for an increase in vacation pay will receive it commencing July 1 immediately following that anniversary date.

16.02 a) Annual vacation with pay shall be granted to all employees as follows:

- i. upon completion of an employee's first full year of continuous service, ten (10) days vacation. (4% of regular pay)
- ii. upon completion of an employee's fourth (4th) year of continuous service, fifteen (15) days of vacation. (6% of regular pay)
- iii. upon completion of an employee's tenth (10th) year of continuous service, twenty (20) days of vacation. (8% of regular pay)
- iv. upon completion of an employee's eighteenth (18th) year of continuous service, twenty-five (25) days of vacation. (10% of regular pay).

b) 10 month employees shall receive their vacation pay on each pay.

16.03 Vacation Periods

a) Twelve (12) month employees shall submit their preferred vacation period to their immediate supervisor for approval, prior to May 1st of each year. Normally, work load permitting, vacations will be taken during July and August. Employees with at least four (4) years of service may be required to take at least two (2) weeks of their vacation during July and August. Requests for vacation other than for the period of July and August shall be made in writing to the Superintendent or designate for approval.

16.04 Employees Who Resign

- a) An employee leaving the employment of the Division prior to the completion of one (1) full year of employment shall be paid vacation entitlement in accordance with the Employment Standards Code.
- b) Employees who resign with at least one (1) month's notice prior to the June 30th vacation calculation date shall be paid vacation entitlement pro rata based on years of continuous completed service in accordance with Article 16.02.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave is provided for the sole purpose of providing a salary to an employee during periods of illness or injury.

17.02 Employees shall accumulate entitlement for sick leave at a rate of two (2) days of sick leave for every month of actual service and shall not exceed twenty (20) days in any school year to a maximum of one hundred and fifteen (115) days.

Should an employee transfer to a position with a different FTE (move from full time to part time or part time to full time), he/she shall retain the same number of days of sick leave.

17.03 Employees working less than the regular hours of work stated in Article 13, shall be granted sick leave with pay pro-rated based on full-time equivalents.

For example, an employee who works 0.5 FTE (of a six hour day) and is sick for a day will receive 3 hours paid sick leave and the employee's Sick Leave bank will be reduced by one day.

17.04 Sick leave shall not continue to accrue while on any leave of absence without pay, or any period of layoff or any period of paid sick leave.

17.05 The Division may require the employee to furnish a certificate from a qualified medical practitioner certifying inability of the employee to attend to his/her regular duties. Where an employee fails to furnish such a certificate upon request he/she shall not be entitled to sick leave for such period.

17.06 Sick leave is not payable to an employee:

- a) who is engaged in an employment for wage or profit, during any period for which he/she claims benefits under this sick leave plan.
- b) who, in respect of injury resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance ("MPI") to the extent that such benefits combined with Division paid sick leave benefits (Article 17.02) exceed the employee's normal salary or exceeds the maximum number of sick leave days accumulated by the employee. In such cases, the employee shall reimburse the Division the amount of benefit received from MPI.
- c) whose illness results from the use of drugs, alcohol or other addictions and who has refused or abandoned treatment and care from a qualified medical practitioner or from a recognized program of treatment.
- d) for elective cosmetic surgery that is not recommended by a qualified medical practitioner.

17.07 **Bus Drivers Replacement**

- a) In any case of absence due to illness, the employee shall secure a spare driver by calling all spare drivers on the spare list who are located in the general proximity of the driver's route and will report to their supervisor the night before that they are ill and who they have secured as their spare driver.
- b) Should the driver become ill in the morning the driver shall secure a spare driver by calling all spare drivers on the spare list who are located in the general proximity of the driver's route and will report to their Supervisor prior to the start of the run that they are ill and who they have secured as their spare driver.
- c) If the driver cannot secure a spare driver, they shall report the matter to the driver's supervisor one and one half (1 ½) hours prior to the time the driver's-work commences.

- 17.08 a) For all absences of more than three (3) consecutive days due to illness, an employee may be required to produce a certificate on a sick leave form acceptable to the Division and completed by a duly qualified medical physician disclosing all relevant and pertinent information. A Certificate may be requested for any period less than three (3) days should the Division consider it necessary.
- b) Medical information provided to the Division shall include the following relevant and pertinent information:
- i) Instances of three (3) consecutive days but less than ten (10) consecutive days will address section 1 and 2 below;
 - ii) Instances of absence of ten (10) consecutive days and longer shall address sections 1 through 5 inclusive.
 1. Physician has examined the patient;
 2. Patient has or did have a medical condition that required(s) absence from work.
 3. Patient is receiving and participating in treatment/ recovery plan;
 4. Anticipated return to work to full duties;
 5. Prognosis/anticipated duration of illness;
- c) If an employee qualifies for sick leave and is away on sick leave longer than a month, they are responsible for providing regular updates to their employer regarding their condition in a reasonable manner.
- d) The Union recognizes the employer's right to ask for a medical evaluation assessment prior to returning to the workplace where there is reasonable doubt regarding their fitness to return to work.
- e) Any fee to be paid to the medical practitioner to complete the certificate or report with respect to the information required for sections i. and ii. shall be borne by the Employee. Any fee to be paid to the medical practitioner to complete the certificate or report with respect to the information required for all sections 1 through 5, or to obtain a medical evaluation assessment as referenced in d), shall be borne by the Employee up to a limit of \$50.00 per certificate or report and the Division shall bear the cost of such fees per certificate or report where such fees exceed \$50.00.
- 17.09 Suspected abuse of sick leave will be investigated and may result in disciplinary action up to and including dismissal.

17.10 **Appointment Leave**

a) **Personal Medical Leave**

The Division recognizes the necessity for employees to attend medical appointments. Employees shall make every effort to schedule appointments during summer, Christmas and Spring breaks or outside of school hours. When medical appointments cannot be made outside of school hours, every effort shall be made to schedule the appointment to minimize the time away from the school, in such case medical leave shall be granted. Such leave shall be counted against the employee's accumulated sick leave.

b) **Family Medical Leave**

An employee shall be granted up to four (4) days per year of family medical leave to attend to a medical appointment, illness or injury in the immediate family of the employee which requires immediate action on behalf of the employee. Immediate family shall include the employee's spouse, parents, and children. This leave shall count against the employee's

accumulated sick leave. Leave in excess of the above may be granted at the discretion of the Superintendent in extenuating circumstances which are substantiated to the satisfaction of the Superintendent with salary deduction as determined by the Superintendent.

- c) The employee may be required to provide information to substantiate the request to the satisfaction of the Division.

17.11 The Division will report accumulated sick leave as at June 30 to each employee, by September 30 of each year.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Leave for Union Business

Leave of absence without a deduction in wages and without loss of seniority shall be granted upon request to the Division to employees selected or appointed to represent the Union at Conventions, executive and committee meetings. It is understood that not more than four (4) employees may be absent at any one time. The Union shall reimburse the Division for all wages and benefits.

The Division shall be notified at least ten (10) working days prior to commencement of such leave as to the specific days of leave and which employees are requesting leave.

Maximum leave for this purpose in any one year shall not exceed fifteen (15) days, overall.

18.02 An employee who is elected or selected for a full-time position with the Union may be granted leave of absence for a period of one (1) year. Upon request, such leave shall be renewed each year during his/her term of office. Such employee shall receive his/her pay and benefits as provided for in this Agreement but the Union shall reimburse the Division the employee's salary plus the cost of fringe benefits.

18.03 a) Leave of Absence

The Division may grant a leave of absence without pay to any employee requesting such leave, where such leave is, in the opinion of the Division, for sufficient cause. Such request to be in writing and approved by the Superintendent.

b) General Leave for Bus Drivers

Recognizing the unique circumstances (split shifts) of the bus driver position, the Board may grant an extended leave of absence without pay to a Bus Driver requesting such leave subject to the following:

- i. requests are made in writing at least 15 working days in advance;
- ii. the division is able to accommodate based on operational and staffing requirements;
- iii. the division is able to secure a replacement driver;
- iv. requests are granted on a first come first serve basis;
- v. the number of days per year shall not exceed 15 working days;
- vi. approval by the Superintendent or designate.

In extenuating circumstances, the Superintendent may grant a leave longer than the stated 15 days.

18.04 **Bereavement Leave**

- a) An employee shall be granted up to four (4) regularly scheduled consecutive work days' leave without loss of salary in the case of death in the immediate family, defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parent, step-child, grandchild, grandparent, court appointed ward, court appointed guardian.
- b) An employee shall be granted up to one (1) regularly scheduled work day's leave of absence without loss of salary to attend to the funeral of an aunt, uncle, niece or nephew.
- c) Short term absences on compassionate grounds, either with or without loss of pay, may be granted at the discretion of the Superintendent.

18.05 **Jury/Witness Duty**

An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Division.

18.06 **Bus Driver Witness Leave**

On occasions when a bus driver is required to attend court as a result of having reported a traffic offence that occurred during the course of the driver's duties, the driver will be granted leave with pay to attend and the Division shall pay for mileage at the current Divisional mileage rate. Preauthorization from the Supervisor of Transportation is required where mileage may be claimed.

18.07 **Leave to Write Examinations**

The Division shall grant leave, with pay, to employees writing examinations to upgrade employment qualifications, where in the opinion of the Division, such upgrading will benefit the Division.

18.08 **Maternity/Parental/Adoption Leave**

- a) Maternity, parental and adoption leave shall be granted in accordance with the provisions of the Employment Standards Code.
- b) Maternity/Parental/Adoptive Leave shall not constitute a break in employment.
- c) Employees must give four (4) weeks notice to request an extension to their Parental Leave/Adoptive Leave beyond what they had initially told the Division that they were taking.

18.09 **Personal Leave**

An employee is entitled to one (1) day of leave with pay in each school year at a time agreed to by the employee and his/her immediate supervisor. Unused Personal Leave may be accumulated from year to year to a maximum accumulation of three (3) days, but with no more than two (2) days being taken consecutively.

ARTICLE 19 – PAYMENT OF WAGES

- 19.01 a) The Division shall pay salaries and wages in accordance with schedule “A” attached hereto and forming part of this agreement.
- b) All employees shall be paid semi-monthly by direct deposit to the Canadian financial institute of the employee’s choice.

ARTICLE 20 – LAYOFF AND RECALL

20.01 Layoffs are defined as a reduction in the workforce.

20.02 Employees shall be laid off in reverse order of seniority by classification, provided the remaining employees possess the necessary qualifications, abilities and skills to perform the work.

An employee receiving lay off notice may elect to:

- a) be re-assigned to perform the work of the least senior employee , in the same classification, such employee displaced shall then receive lay off notice.
- or
- b) be placed on lay off and receive priority for recall to any vacant or new position that becomes available provided they have the necessary qualifications, abilities and skills to perform the work.

- 20.03 a) The Employer shall give the employee written notice of the date on which he/she is to be laid off at least thirty (30) calendar days before the date on which he/she is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- b) Notice provisions do not apply to the normal Christmas, Spring or Summer school closures.

20.04 Recall Procedure

Employees shall be recalled in the order of their classification seniority, provided that the employee possesses the necessary qualifications, abilities and skills to perform the work.

20.05 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

20.06 Bus Drivers

In the event of a reduction in the number of bus routes, bus drivers will be laid off in reverse order of seniority within a school service area or driver’s proximity to route (within 20 kilometres).

- 20.07 The Division shall give the employee written notice of the date on which he is to be laid off at least thirty (30) calendar days before the date on which he is to be laid off or in the absence of such notice, shall grant pay in-lieu-of-thereof.

- 20.08 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of layoff within a school service area (within 20 kilometres), starting with the most recently laid off employee and proceeding in descending order to the first employee laid off within the school service area.
- 20.09 Any bus drivers who are not recalled shall, upon request, be placed on a spare drivers list.
- 20.10 No new bus driver shall be hired until those laid off within the school service area (or driver's proximity to route within 20 km.) have been given an opportunity to recall.
- 20.11 This Article does not apply to the normal operation of the school year (including Christmas, Spring, Summer breaks and Administration or In-service days).

ARTICLE 21 - JOB CLASSIFICATION

- 21.01 Whenever a new job within the scope of the bargaining certificate is established, the rate of pay shall be subject to negotiations between the Division and the Union.

If the Parties are unable to agree on the rate of pay, such difference shall be submitted to grievance and arbitration. The new rate shall be retroactive to the time the new position was first filled by the employee.

ARTICLE 22 - EMPLOYEE BENEFITS

- 22.01 The Division shall administer several group insurance benefit plans for support staff in the bargaining unit, according to the terms and conditions of the Master Policies of the plans and subject to the limitations set out in this article.
- 22.02 Those employee benefit plans shall include the following:

a) **Group Life Insurance Plan**

All employees hired after the effective date of the implementation of the plan in the division shall be required to participate in a Group Life Insurance Plan, unless granted exclusion by the Trustees of the plan.

The employee shall pay fifty percent (50%) of the premium cost of insurance for 2 times annual earnings. The employee will pay one hundred percent (100%) of the premium for any insurance more than 2 times annual earnings. The premiums will be deducted semi-monthly from his/her salary in the amount specified by the plan.

b) **Long Term Disability Insurance (LTD) Plan**

All employees shall participate in a salary continuance plan and will be entered automatically in the plan.

The employees shall pay one hundred percent (100%) of the premiums having the premiums deducted semi-monthly from his/her salary in the amount specified by the plan.

c) **Group Health Insurance Plan**

All employees have an opportunity to participate in an optional health insurance plan.

Current plan text requires that once enrolled, an employee must remain enrolled in the plan as long as employed and may only opt out of the Health Plan if he/she is enrolled in, or becomes enrolled in, an alternate group health insurance plan provided through a spousal plan. Once opted out, an employee may only opt in to the plan because of a life change (death of a spouse, divorce, separation) or when the insurance provider opens the enrolment every two years in even numbered years (2012, 2014, etc.).

The employee shall pay one hundred percent (100%) of the premiums having the premiums deducted from his/her salary in the amount specified by the plan on the last pay of the month except for 10-month employees. 10-month employees will have additional premiums deducted on all pay periods in May and June in order to provide coverage for this benefit during the months of July and August.

- d) The parties acknowledge and agree that neither the union nor the Division assumes any responsibility whatsoever with respect to any aspect of the plans outlined in this article.

22.03 In all cases, the policies and procedures of the insurance providers shall prevail in plan changes, employee eligibility, enrolment, premium setting, claims administration and termination from the plans. Specific details about the plans will be included in pamphlets and brochures provided by the insurance providers.

22.04 The obligation of the Division to administer the plans on behalf of any employee shall cease upon termination of employment with the Division.

22.05 The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the plans outlined in Article 22.02.

ARTICLE 23 – EMPLOYMENT INSURANCE PREMIUM REBATE

23.01 Should the Division become eligible for a reduction in the Employment Insurance Premium, under the terms of the Employment Insurance Act, the five-twelfth (5/12) portion due to the employee shall be remitted following the conclusion of each premium year, to the union.

ARTICLE 24 – GROUP REGISTERED PENSION PLAN (RPP)

24.01 The Division shall participate in the Manitoba School Boards Association (MSBA) Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba, in accordance with the terms and conditions of the Plan, for all employees in the bargaining unit.

ARTICLE 25– GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- 25.01 The Division will administer a Group RRSP by making the deductions as requested and remitting same to the carrier. The carrier of the plan will be determined by the Division. Participation in the plan is voluntary.
- 25.02 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the necessary premium deductions as provided in this article.

ARTICLE 26 – OTHER ALLOWANCES

26.01 **Shift Differential**

Custodial staff working more than one half (1/2) of their shift after 6:00 p.m., shall be entitled to a shift premium of \$1.00 per hour for all hours worked in that shift.

26.02 **Engine Heater Electricity Allowance**

To insure that Division buses are road ready at all times, bus drivers shall receive an allowance of \$135.00 for both gasoline buses and diesel buses per school year for the cost of the electricity to plug in the buses. Further, the drivers operating bus #2006, #2008, and #2009 will receive an additional \$20.00 while operating those particular buses. This rate will be increased or decreased annually by the same percentage increase or decrease as the hydro rates increase or decrease. The above rates may also be decreased due to any energy efficient initiatives that may be developed and implemented by the Division.

26.03 **Bus Cleaning Allowance**

Each driver is expected to make every reasonable effort to keep his/her bus clean inside as well as outside. An annual allowance for the costs of cleaning, as determined by the size of the bus, will be paid to regular route drivers on March 31st of each year.

Size of Bus	
48 passenger bus and under	\$98.00 annually
above 48 passenger	\$122.00 annually

26.04 **Distance Allowance**

A minimum of two (2) hours at the extra curricular trip rate, over and above their regular daily rate of pay, will be given to the St. Laurent bus drivers when required to take the bus in for servicing, with a minimum of one (1) hour for those drivers from Miami.

26.05 **Winter Heating Check Allowance**

An employee who is scheduled to perform winter heating checks shall be paid a minimum of two (2) hours at overtime rates for each check performed.

26.06 **Extra-curricular Rate**

July 1, 2010	\$15.68
March 1, 2011	\$15.92
July 1, 2011	\$16.24
July 1, 2012	\$16.56
July 1, 2013	\$16.89

Drivers will receive a minimum payment of three (3) hours for any one field trip. Drivers will be paid for time traveled to/from the bus garage to the school requesting the bus in addition to the time spent driving the students to/from and at their destination.

26.07 **Hydraulic Lift**

One-half (½) hour per day at the extracurricular rate will be added to the Basic Daily Rate for the driver of a school bus with a hydraulic lift used in the transporting of physically handicapped students.

26.08 **Town of Carman**

\$4.75 per day for assigned pick-ups within the Town of Carman during the winter season.

26.09 **Dufferin Christian School**

\$8.25 per day for transportation of students from Carman Elementary School to Dufferin Christian School in the morning and from Dufferin Christian School in the afternoon.

Vacation pay is not included in the rates of Article 26.

ARTICLE 27 – INCREMENT RAISES

For the purpose of increments, movement from one increment to another shall occur on the employee's anniversary date.

When an employee changes positions within the bargaining unit, the start date of the new position will become the increment date.

The seniority date of the employee within the bargaining unit does not change.

ARTICLE 28 – STRIKES AND LOCKOUTS

28.01 There shall be no strikes, walkouts, slowdowns nor interference with the operations of the school division on the part of any employee during the term of this Agreement.

28.02 There shall be no lockouts on the part of the Board during the term of this Agreement.

ARTICLE 29 – DURATION OF AGREEMENT

This Agreement shall be in effect from **July 1, 2010** and shall remain in force until **June 30, 2014**, and shall thereafter automatically renew itself from year to year, unless either party gives the other written notice, by registered mail, of the desire to revise or terminate this Agreement, on or before the sixtieth (60th) day prior to the termination date in the year in which termination or amendment is desired.

SCHEDULE A - SALARY SCALE

Classification	Effective July 1, 2010			Effective March 1, 2011		
	Start	1 Year	2 Years	Start	1 Year	2 Years
Custodians						
Custodian 5 Head Custodian	17.12	18.06	19.16	17.38	18.33	19.45
Custodian 4 Head Custodian	16.04	16.97	17.87	16.28	17.22	18.14
Custodian 3	14.54	15.31	16.11	14.76	15.54	16.35
Custodian 2	13.99	14.73	15.52	14.20	14.95	15.75
Custodian 1 (cleaner)	13.09	13.83	14.54	13.29	14.04	14.76
Mechanics						
Head Mechanic (qualified)	19.63	20.61	21.60	19.92	20.92	21.92
Mechanic (qualified)	17.43	18.36	19.27	17.69	18.64	19.56
Mechanic's Assistant (unqualified)	13.99	14.73	15.52	14.20	14.95	15.75
Secretaries and Clerks						
Senior School Secretary	15.32	16.24	17.12	15.55	16.48	17.38
School Secretary	14.50	15.40	16.30	14.72	15.63	16.54
Clerical Assistant	12.13	12.96	13.74	12.31	13.15	13.95
Library Technicians						
2 year library technician diploma	17.77	18.74	19.70	18.04	19.02	20.00
1 year library technician certificate	16.17	17.15	18.12	16.41	17.41	18.39
no certification	13.20	14.27	15.35	13.40	14.48	15.58
Computer/Technology Staff						
Senior Systems Administrator	23.84	26.13	28.38	24.20	26.52	28.81
Local Network Administrator	20.12	21.90	23.72	20.42	22.23	24.08
Computer Desktop Technician	17.61	18.67	19.73	17.87	18.95	20.03
Computer Support Worker	14.14	14.96	15.78	14.35	15.18	16.02

SCHEDULE A - SALARY SCALE

Classification	Effective July 1, 2011			Effective July 1, 2012			Effective July 1, 2013		
	Start	1 Year	2 Years	Start	1 Year	2 Years	Start	1 Year	2 Years
Custodians									
Custodian 5 Head Custodian	17.73	18.70	19.84	18.08	19.07	20.24	18.44	19.45	20.64
Custodian 4 Head Custodian	16.61	17.56	18.50	16.94	17.91	18.87	17.28	18.27	19.25
Custodian 3	15.06	15.85	16.68	15.36	16.17	17.01	15.67	16.49	17.35
Custodian 2	14.48	15.25	16.07	14.77	15.56	16.39	15.07	15.87	16.72
Custodian 1 (cleaner)	13.56	14.32	15.06	13.83	14.61	15.36	14.11	14.90	15.67
Mechanics									
Head Mechanic (qualified)	21.32	22.34	23.36	22.47	23.51	24.55	22.92	23.98	25.04
Mechanic (qualified)	19.05	20.02	20.96	20.43	21.42	22.38	20.84	21.85	22.83
Mechanic's Assistant (unqualified)	14.48	15.25	16.07	14.77	15.56	16.39	15.07	15.87	16.72
Secretaries and Clerks									
Senior School Secretary	15.86	16.81	17.73	16.18	17.15	18.08	16.50	17.49	18.44
School Secretary	15.01	15.94	16.87	15.31	16.26	17.21	15.62	16.59	17.55
Clerical Assistant	12.56	13.41	14.23	12.81	13.68	14.51	13.07	13.95	14.80
Library Technicians									
2 year library technician diploma	18.40	19.40	20.40	18.77	19.79	20.81	19.15	20.19	21.23
1 year library technician certificate	16.74	17.76	18.76	17.07	18.12	19.14	17.41	18.48	19.52
no certification	14.11	15.21	16.33	14.83	15.95	17.10	15.13	16.27	17.44
Computer/Technology Staff									
Senior Systems Administrator	24.68	27.05	29.39	25.17	27.59	29.98	25.67	28.14	30.58
Local Network Administrator	21.33	23.17	25.06	22.26	24.13	26.06	22.71	24.61	26.58
Computer Desktop Technician	18.73	19.83	20.93	19.60	20.73	21.85	19.99	21.14	22.29
Computer Support Worker	14.64	15.48	16.34	14.93	15.79	16.67	15.23	16.11	17.00

BUS DRIVERS

	July 1, 2010	March 1, 2011	July 1, 2011	July 1, 2012	July 1, 2013
Basic daily rate	\$62.37	\$63.31	\$64.58	\$65.87	\$67.19

Mileage Allowance:

- Additional allowance for routes over 20 loaded kilometres, one-way (40 loaded kilometres per day)
- The Additional allowance will be established as at Sept. 30th, and reviewed and adjusted if required as at January 31st, following.

One-Way	Per Day	July 1, 2010	March 1, 2011	July 1, 2011	July 1, 2012	July 1, 2013
20-24	40-48	\$4.99	\$5.06	\$5.16	\$5.26	\$5.37
24.1-28	48.1-56	7.34	7.45	7.60	7.75	7.91
28.1-32	56.1-64	9.69	9.84	10.04	10.24	10.44
32.1-36	64.1-72	12.06	12.24	12.48	12.73	12.98
36.1-40	72.1-80	14.40	14.62	14.91	15.21	15.51
40.1-44	80.1-88	16.76	17.01	17.35	17.70	18.05
44.1-48	88.1-96	19.11	19.40	19.79	20.19	20.59
48.1-52	96.1-104	21.47	21.79	22.23	22.67	23.12
52.1-56	104.1-112	23.81	24.17	24.65	25.14	25.64
56.1-60	112.1-120	26.18	26.57	27.10	27.64	28.19
60.1-64	120.1-128	28.52	28.95	29.53	30.12	30.72
64.1-68	128.1-136	30.89	31.35	31.98	32.62	33.27
68.1-72	136.1-144	33.23	33.73	34.40	35.09	35.79
72.1-76	144.1-152	35.58	36.11	36.83	37.57	38.32
76.1-80	152.1-160	37.94	38.51	39.28	40.07	40.87
80.1-84	160.1-168	40.30	40.90	41.72	42.55	43.40
84.1-88	168.1-176	42.64	43.28	44.15	45.03	45.93
88.1-92	177.1-184	44.99	45.66	46.57	47.50	48.45

SIGNING

Dated this _____ day of _____, 2012.

CUPE LOCAL 4701

Negotiating Committee

Negotiating Committee

CUPE National Representative

PRAIRIE ROSE SCHOOL DIVISION

Board Chair

Secretary Treasurer

LETTER OF UNDERSTANDING

RE: EXTRA-CURRICULAR TRIPS

- a) At the start of each new school year, a list will be compiled of all drivers (**including spare drivers**) wishing to be offered Extra-Curricular/Field Trips. Whenever possible, the transportation supervisor will offer available extra curricular/field trips on a rotational basis, taking into consideration school service area, length of trip and whether or not the bus driver's regular bus run will be affected. At all times regular bus runs shall receive priority.
- b) Bus drivers shall be paid three (3) hours at the extra curricular trip rate where an extra curricular trip is cancelled on the day the extra curricular trip was to be taken.
- c) A regular bus driver taking an extra curricular/field trip shall be deducted the appropriate wages at regular wage rates for the regular driving time missed, and will be paid at the current extra curricular trip rates for the trip for the first eight (8) hours of an extra curricular/field trip and time and one-half (1 ½) of the current extra curricular/field trip rate for each additional hour or part thereof.
- d) When a driver is required to stay out overnight, at no time will pay apply between 11:00 p.m. and 7:00 a.m. unless the driver is required to drive during that time. In addition, the school shall be responsible for arranging accommodation, at no cost for the driver. Further, the cost of meals while on an over night trip shall be reimbursed, upon submission of receipts, to a maximum of \$25.00 per day.
- e) Extra curricular/field trips to be offered shall be those trips that start after the completion of the a.m. run and end before the start of the p.m. run. Extra curricular/field trips that start after the end of the p.m. run, including evenings, statutory holidays, weekends, shall continue to be offered to drivers only in the event the user group has been unable to secure a volunteer driver.
- f) User groups will be advised that where a regular driver has accepted an offered extra curricular/field trip, and where such trip occurs over the normal "lunch time" or "supper time", such user group will be responsible for providing the driver with a free meal(s).
- g) User groups will be advised that where a regular driver has accepted an offered extra curricular/field trip and where such trips necessitate "overnight stays" such user group will be responsible for providing the driver with free accommodation.
- h) School Service Area - for the purpose of the Collective Agreement, school service areas are identified as: Carman, Elm Creek, Miami, Elie, St. Laurent and Roland.

**SIGNED AND SEALED AND DELIVERED IN THE TOWN OF CARMAN,
THIS ___ DAY OF _____, 2012**

Signed on behalf of
Canadian Union of Public Employees

Signed on behalf of
Prairie Rose School Division

**LETTER OF UNDERSTANDING
BETWEEN**

PRAIRIE ROSE SCHOOL DIVISION

AND

**CUPE 4701 – UNIT B
PRAIRIE ROSE CUSTODIANS, CLERICAL, MAINTENANCE,
LIBRARY, BUS DRIVERS, COMPUTER/TECHNOLOGY**

RE: CONTRACTING OUT

The Division agrees that for the period beginning date of signing of this agreement and ending June 30, 2014, no employee shall lose their job as a result of the Division contracting out services.

For purposes of this Letter of Understanding, positions that remain vacant after being posted as per the terms of Article 12.01 will be open to contracting out.

The Division will notify the Union when a vacancy is to be contracted out. When a position has been contracted out, it shall be posted in accordance with Article 12.01 six months following the initial contracting out, then yearly thereafter.

When a position has been contracted out, it shall be considered vacant for the purposes of Article 20, Lay-off and Recall.

Signed this _____ day of _____, 2012

Signed on behalf of
Canadian Union of Public Employees

Signed on behalf of
Prairie Rose School Division

LETTER OF UNDERSTANDING
BETWEEN
PRAIRIE ROSE SCHOOL DIVISION

AND

CUPE 4701 – UNIT B
PRAIRIE ROSE CUSTODIANS, CLERICAL, MAINTENANCE,
LIBRARY, BUS DRIVERS, COMPUTER/TECHNOLOGY

RE: UNIFORMS – BUS DRIVERS/MECHANICS

This Letter of Understanding shall be effective from July 1, 2010 to June 30, 2014.

A new bus driver or Mechanic to the Division shall, upon employment, be provided with a jacket and a cap or a toque. Every year thereafter, bus drivers shall be provided with a new cap or toque. Every three (3) years thereafter the bus driver shall be provided with a new jacket, alternating between a winter and summer jacket.

This Letter of Understanding does not apply to spare drivers, however, spare drivers will be allowed to purchase Division jackets on a 50/50 cost shared basis and will be provided, at no cost to the spare driver, a new cap or toque each year.

SIGNED AND SEALED AND DELIVERED IN THE TOWN OF CARMAN,

THIS ___ DAY OF ____, 2012.

Signed on behalf of
Canadian Union of Public Employees

Signed on behalf of
Prairie Rose School Division

LETTER OF UNDERSTANDING

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND

**CUPE 4701 – UNIT B
PRAIRIE ROSE CUSTODIANS, CLERICAL, MAINTENANCE,
LIBRARY, BUS DRIVERS, COMPUTER/TECHNOLOGY**

RE: UNIFORMS – CUSTODIAL STAFF/MECHANICS

Letter of Understanding shall be in effect from July 1, 2010 to June 30, 2014.

Custodial Staff

Full time or part time custodial staff shall be provided with the following uniforms:

At time of hire - 3 shirts
3 pants

each school
year thereafter - 2 shirts
2 pants

Mechanics

The Division will continue to supply and launder uniforms and coveralls for full time and part time mechanics.

**SIGNED AND SEALED AND DELIVERED IN THE TOWN OF CARMAN,
THIS ___ DAY OF ____, 2012**

Signed on behalf of
Canadian Union of Public Employees

Signed on behalf of
Prairie Rose School Division

**LETTER OF AGREEMENT
Between
Prairie Rose School Division
and
CUPE 4701 – Unit B
Custodians, Clerical, Maintenance, Library,
Bus Driver, Computer/Technology**

RE: BUS BREAKDOWN

Renewed the fall term of 2011:

- I. Where the Bus Driver is directed to pick up a spare bus in the event of a bus break down and requires the use of a personal vehicle, he/she shall be reimbursed mileage at the Division rate.
- II. Where, at the discretion of the Superintendent (or his delegate), the frequency of a bus break down is deemed to be extra-ordinary and the Bus Driver satisfies the conditions defined in "I", actual time expended to pick up a spare bus (rounded to the nearest quarter of an hour) in addition to "I" will be compensated at the extra-curricular rate.

Signed this _____ day of _____, 2012.

Signed on behalf of CUPE:

Signed on behalf of
Prairie Rose School Division:

LETTER OF AGREEMENT
Between
Prairie Rose School Division
and
CUPE 4701 – Unit B
Custodians, Clerical, Maintenance, Library,
Bus Driver, Computer/Technology

RE: BUS DRIVERS PAID SALARY INCONSISTENT WITH AGREEMENT

Effective the fall term of 2011:

I. Regular and reoccurring bus services have been arranged to provide Industrial Arts/Home Economics to students during the school day. The current Bus Drivers who provide this service shall be compensated as follows:

a. *Elm Creek School to Carman Collegiate to Elm Creek School and Dufferin Christian School:*

The current incumbent picks up students from Carman Collegiate to return them to Elm Creek School. Additional bus service will be provided to Dufferin Christian School. The current incumbent will pick up students from Carman Collegiate to return them to Dufferin Christian School and Elm Creek School. He shall receive 2.25 hours pay at the extra-curricular rate per trip.

b. *Miami School to Carman Collegiate to Miami School:*

The current incumbent picks up students from Miami school, brings them to Carman Collegiate, waits and returns them to Miami School. He shall receive 3.5 hours pay at the extra-curricular rate per trip.

- II. Where there is a permanent change to the current incumbent(s) identified above and bus services are still required, these will be addressed with CUPE prior to a permanent solution being implemented. This will be captured in a Letter of Agreement.
- III. Any additional regular and reoccurring bus services arranged for students during the school day that shall result in a salary to be paid inconsistent with Schedule "A" will be addressed with CUPE prior to implementation and captured in a Letter of Agreement.

Signed this _____ day of _____, 2012.

Signed on behalf of
CUPE:

Signed on behalf of
Prairie Rose School Division:

LETTER OF AGREEMENT
Between
Prairie Rose School Division
and
CUPE 4701 – Unit B
Custodians, Clerical, Maintenance, Library,
Bus Driver, Computer/Technology

RE: NON-SCHEDULED MAINTENANCE

The Board agrees to renew without amendment. This LOU will continue for the life of the agreement or until a time as mutually agreed to.

Effective the fall term of 2011, the parties agree that the following duties and responsibilities are deemed to be included in the calculation of a bus driver's basic salary:

- ✓ Annual pick up and drop off of bus
- ✓ Pre and Post-trip inspections
- ✓ Cleaning and washing of bus
- ✓ Servicing – trips to/from the bus garage for regularly scheduled maintenance; safety, preventive maintenance and one additional trip within each school year to/from the bus garage for non-scheduled maintenance

Bus drivers who are required to bring their bus to the bus garage for more than one trip each school year for non-scheduled maintenance, and where such trips occur outside the bus driver's regular starting and ending of the driver's a.m. or p.m. run, will be paid the extra-curricular trip rate for traveling and waiting time as follows:

- ✓ Where the necessary repair is completed in less than one quarter (1/4) hour, or where a replacement bus was provided in less than one quarter (1/4) hour, or where transportation to and from the bus driver's place of residence was provided, bus drivers will be paid for traveling time only.
- ✓ Traveling time shall normally be calculated from the applicable school to the bus garage and return.
- ✓ Waiting time beyond one quarter (1/4) hour will be measured and then rounded to the nearest quarter (1/4) hour to calculate payment.
- ✓ Travel time will be measured and then rounded to the nearest quarter (1/4) hour to calculate payment.

The Supervisor of Operations or designate shall verify the traveling and/or waiting time.

In all cases, prior approval of the Supervisor of Operations or designate is required before proceeding to the bus garage.

Signed this _____ day of _____, 2012.

Signed on behalf of
CUPE:

Signed on behalf of
Prairie Rose School Division:

LETTER OF AGREEMENT

Between

Prairie Rose School Division

And

**CUPE 4701 – Unit B
Custodians, Clerical, Maintenance, Library,
Bus Driver, Computer/Technology**

**RE: INCREASE IN DAILY STANDARD HOURS OF WORK
BEYOND 8 HOURS PER DAY DURING SCHOOL BREAKS**

School break shall be defined to include Christmas Break, Spring Break and Summer Holidays.

Classifications of employees who work 12 months include custodial, mechanical and information technology.

- I. Where either party initiates a temporary change from the regular schedule for 12 month employees over the school break that:
 - a. Is acceptable to both parties,
 - b. Exceeds the daily standard of 8 hours of work per day, and
 - c. Does not exceed the weekly 40 standard hours of work, overtime rates shall not apply to the daily standard hours of work.

- II. Where the employee's average hours of work for the week exceed the weekly 40 standard hours of work, the Division shall pay the employee for the excess hours at the overtime wage rates or bank such time, to be taken as equivalent time off.

Signed this _____ day of _____, 2012

Signed on behalf of CUPE:

Signed on behalf of
Prairie Rose School Division:

LETTER OF AGREEMENT

Between

Prairie Rose School Division

And

**CUPE 4701 – Unit B
Custodians, Clerical, Maintenance, Library,
Bus Driver, Computer/Technology**

RE: EXTRA-CURRICULAR TRIPS

Effective the fall term of 2011,

REGULAR DRIVERS:

- ✓ Shall receive a half (1/2) hour at the extra-curricular rate for completion of the pre- and post-trip inspection on extra-curricular trips.
- ✓ Shall receive travel time for acceptance of an extra-curricular trip outside of their service area from their starting point (place of residence or school) and return at the extra-curricular rate, as follows:

KMS	HOUR
Less than 21	0.25
21 to 40	0.50
41 to 60	0.75
61 to 80	1.00
81 to 100	1.25
101 to 120	1.50
121 to 140	1.75
141 to 160	2.00

SPARE DRIVERS:

- ✓ Shall receive a half (1/2) hour at the extra-curricular rate for completion of the pre- and post-trip inspection on extra-curricular trips.
- ✓ Shall receive travel time from the bus garage to school and return according to the table above at the extra-curricular rate.
- ✓ Shall receive mileage at the Divisional rate from their place of residence to pick up the bus and return.

Signed this _____ day of _____, 2012

Signed on behalf of CUPE:

Signed on behalf of
Prairie Rose School Division:
