

COLLECTIVE AGREEMENT

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND

CUPE / *Canadian Union
of Public Employees*

LOCAL 4701 - UNIT B

**CUSTODIANS, CLERICAL, MAINTENANCE,
LIBRARY, BUS DRIVERS, COMPUTER TECHNOLOGY**

COVERING THE PERIOD

JULY 1, 2018 TO JUNE 30, 2022

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This Agreement made and entered as of this 27th day of September A.D., 2021

Between:

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

of the First Part

-and-

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 1st to September 30th 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 (1) 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 checkoff of Union dues as provided for above.
- 4.07 Annually, upon written request, a comprehensive list including the name and address of each employee shall be sent to the Union.
- 4.08 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.
- 4.09 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 Workplace 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 cooperation 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 (2) 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 nature of the grievance, 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 (½) 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 mutatis 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 three (3) 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 - DISCIPLINE, SUSPENSION AND TERMINATION

- 10.01 The Division shall have the right to discipline, suspend or terminate any employee for just cause. Such employee shall be advised in writing of reason for his/her termination 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 - SENIORITY11.01 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 e-mail of any job postings during the months of July and August and job postings will be posted to the Division's website with a copy e-mailed to the recording secretary of the Union. Employees who wish to receive job postings by mail during the summer months shall notify the Division Office by June 30th of each year.

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 WORK13.01 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 15th 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 extracurricular 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 ($\frac{1}{2}$) 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 ($1\frac{1}{2}x$) 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 (1½ x) 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 (1½).
- 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 1st 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. (Four percent [4%] of regular pay)
 - (ii) upon completion of an employee's fourth (4th) year of continuous service, fifteen (15) days of vacation. (Six percent [6%] of regular pay)

- (iii) upon completion of an employee's tenth (10th) year of continuous service, twenty (20) days of vacation. (Eight percent [8%] of regular pay)
- (iv) upon completion of an employee's eighteenth (18th) year of continuous service, twenty-five (25) days of vacation. (Ten percent [10%] of regular pay).

(b) Ten (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, workload 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) months' 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 prorated 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 three (3) hours paid sick leave and the employee's sick leave bank will be reduced by one (1) 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 (1½) 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 30th to each employee, by September 30th 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 Superintendent 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.

In emergent situations, requests of less than ten (10) days may be granted with approval by the Superintendent or designate.

Maximum leave for this purpose in any one (1) year shall not exceed twenty (20) 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 fifteen (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 fifteen (15) working days;
- (vi) approval by the Superintendent or designate.

In extenuating circumstances, the Superintendent may grant a leave longer than the stated fifteen (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, stepparent, stepchild, 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. Where possible, requests for leave will be submitted in writing at least five (5) days prior to the leave. 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.

18.10 The Division shall pay all required licensing medical exams for Bus Drivers.

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 work force.

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 layoff notice may elect to:

- (a) be reassigned to perform the work of the least senior employee, in the same classification, such employee displaced shall then receive layoff 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 twenty [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 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 twenty [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 twenty [20] kilometres) 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 two (2) times annual earnings. The employee will pay one hundred percent (100%) of the premium for any insurance more than two (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 (2) years in even numbered years (2014, 2016, 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 ($\frac{5}{12}$) 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 ($\frac{1}{2}$) of their shift after 6:00 p.m., shall be entitled to a shift premium of one dollar and twenty-five cents (\$1.25) 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 \$170.00 for both gasoline buses and diesel buses per school year for the cost of the electricity to plug in the 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.

<u>Size of Bus</u>	
48 passenger bus and under	\$120.00 annually
Above 48 passenger	\$150.00 annually

26.04 Distance Allowance

The following shall be paid at the extracurricular trip rate, over and above their daily rate of pay, for the following distances when buses require servicing which is not part of their daily run:

St. Laurent to Elie	2 hours
Miami to Carman	1 hour
Elm Creek to Elie	1.5 hours
Elm Creek to Carman	1 hour
Roland to Carman	1 hour
St. François Xavier to Elie	1 hour
St. Eustache to Elie	0.5 hour

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 Extracurricular Rate

July 1, 2018	\$18.76
July 1, 2019	\$19.02
July 1, 2020	\$19.12
July 1, 2021	\$19.12 + COLA* (See definition in Schedule A)

Drivers will receive a minimum payment of three (3) hours for any one (1) 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 Additional regular bus routes that are not part of the normal bus routes for transporting students between their home and school facilities shall be posted as per Article 12 - Staff Changes, whenever such a route is created or vacant. Only Bus Drivers who end their existing route within the same school service area as the additional regular bus route will be considered for the position.

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, 2018 and shall remain in force until June 30, 2022, 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
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B

<i>Classification</i>	Effective July 1, 2018 to June 30, 2019			Effective July 1, 2019 to June 30, 2020			Effective July 1, 2020 to June 30, 2021		
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>
Custodians									
Custodian 4 Head Custodian	\$19.20	\$20.30	\$21.39	\$19.47	\$20.58	\$21.69	\$19.57	\$20.68	\$21.80
Custodian 3	\$17.40	\$18.32	\$19.27	\$17.64	\$18.58	\$19.54	\$17.73	\$18.67	\$19.64
Custodian 2	\$16.73	\$17.63	\$18.57	\$16.96	\$17.88	\$18.83	\$17.04	\$17.97	\$18.92
Custodian 1 (Cleaner)	\$15.67	\$16.55	\$17.40	\$15.89	\$16.78	\$17.64	\$15.97	\$16.86	\$17.73
Mechanics									
Head Mechanic (Qualified)	\$29.76	\$30.94	\$32.02	\$30.18	\$31.37	\$32.47	\$30.33	\$31.53	\$32.63
Mechanic (Qualified)	\$27.40	\$28.49	\$29.48	\$27.78	\$28.89	\$29.89	\$27.92	\$29.03	\$30.04
Mechanic's Assistant (Unqualified)	\$16.73	\$17.63	\$18.57	\$16.96	\$17.88	\$18.83	\$17.04	\$17.97	\$18.92
Secretaries and Clerks									
Senior School Secretary	\$18.33	\$19.43	\$20.48	\$18.59	\$19.70	\$20.77	\$18.68	\$19.80	\$20.87
School Secretary	\$17.35	\$18.43	\$19.50	\$17.59	\$18.69	\$19.77	\$17.68	\$18.78	\$19.87
Clerical Assistant	\$14.52	\$15.49	\$16.45	\$14.72	\$15.71	\$16.68	\$14.79	\$15.79	\$16.76
Library Technicians									
2 Year Library Technician Diploma	\$21.26	\$22.42	\$23.57	\$21.56	\$22.73	\$23.90	\$21.67	\$22.84	\$24.02
1 Year Library Technician Certificate	\$19.34	\$20.52	\$21.69	\$19.61	\$20.81	\$21.99	\$19.71	\$20.91	\$22.10
No Certification	\$16.79	\$18.07	\$19.38	\$17.03	\$18.32	\$19.65	\$17.12	\$18.41	\$19.75
Computer/Technology Staff									
Senior Systems Administrator	\$28.50	\$31.25	\$33.96	\$28.90	\$31.69	\$34.44	\$29.04	\$31.85	\$34.61
Local Network Administrator	\$25.22	\$27.33	\$29.51	\$25.57	\$27.71	\$29.92	\$25.70	\$27.85	\$30.07
Computer Desktop Technician	\$22.21	\$23.48	\$24.75	\$22.52	\$23.81	\$25.10	\$22.63	\$23.93	\$25.23
Computer Support Worker	\$16.92	\$17.90	\$18.88	\$17.16	\$18.15	\$19.14	\$17.25	\$18.24	\$19.24

	Effective July 1, 2021 to June 30, 2022 Grid will be developed based on COLA*						
<i>Classification</i>	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>				
Custodian 4 Head Custodian	\$19.57	\$20.68	\$21.80				
Custodian 3	\$17.73	\$18.67	\$19.64				
Custodian 2	\$17.04	\$17.97	\$18.92				
Custodian 1 (Cleaner)	\$15.97	\$16.86	\$17.73				
Mechanics							
Head Mechanic (Qualified)	\$30.33	\$31.53	\$32.63				
Mechanic (Qualified)	\$27.92	\$29.03	\$30.04				
Mechanic's Assistant (Unqualified)	\$17.04	\$17.97	\$18.92				
Secretaries and Clerks							
Senior School Secretary	\$18.68	\$19.80	\$20.87				
School Secretary	\$17.68	\$18.78	\$19.87				
Clerical Assistant	\$14.79	\$15.79	\$16.76				
Library Technicians							
2 Year Library Technician Diploma	\$21.67	\$22.84	\$24.02				
1 Year Library Technician Certificate	\$19.71	\$20.91	\$22.10				
No Certification	\$17.12	\$18.41	\$19.75				
Computer/Technology Staff							
Senior Systems Administrator	\$29.04	\$31.85	\$34.61				
Local Network Administrator	\$25.70	\$27.85	\$30.07				
Computer Desktop Technician	\$22.63	\$23.93	\$25.23				
Computer Support Worker	\$17.25	\$18.24	\$19.24				

**Cost of Living Adjustment (COLA) to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January 2021 to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change for Manitoba is made known, the increase will be applied July 1, 2021.*

Bus Drivers

	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021	July 1, 2021 to June 30, 2022 Rate will be developed based on COLA*
Basic Daily Rate	\$74.64	\$75.68	\$76.06	\$76.06

Mileage Allowance

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

One-Way	Per Day	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 2021	July 1, 2021 to June 2022 Grid will be developed based on COLA*
20-24	40-48	\$5.97	\$6.05	\$6.08	\$6.08
24.1-28	48.1-56	\$8.79	\$8.91	\$8.95	\$8.95
28.1-32	56.1-64	\$11.60	\$11.76	\$11.82	\$11.82
32.1-36	64.1-72	\$14.42	\$14.62	\$14.69	\$14.69
36.1-40	72.1-80	\$17.23	\$17.47	\$17.56	\$17.56
40.1-44	80.1-88	\$20.06	\$20.34	\$20.44	\$20.44
44.1-48	88.1-96	\$22.87	\$23.19	\$23.31	\$23.31
48.1-52	96.1-104	\$25.67	\$26.03	\$26.16	\$26.16
52.1-56	104.1-112	\$28.47	\$28.87	\$29.01	\$29.01
56.1-60	112.1-120	\$31.32	\$31.76	\$31.92	\$31.92
60.1-64	120.1-128	\$34.13	\$34.61	\$34.78	\$34.78
64.1-68	128.1-136	\$36.96	\$37.48	\$37.67	\$37.67
68.1-72	136.1-144	\$39.76	\$40.32	\$40.52	\$40.52
72.1-76	144.1-152	\$42.57	\$43.17	\$43.39	\$43.39
76.1-80	152.1-160	\$45.39	\$46.03	\$46.26	\$46.26
80.1-84	160.1-168	\$48.21	\$48.88	\$49.12	\$49.12
84.1-88	168.1-176	\$51.02	\$51.73	\$51.99	\$51.99
88.1-92	176.1-184	\$53.82	\$54.57	\$54.84	\$54.84
92.1-96	184.1-192	\$56.63	\$57.42	\$57.71	\$57.71
96.1-100	192.1-200	\$59.44	\$60.27	\$60.57	\$60.57
100.1-104	200.1-208	\$62.25	\$63.12	\$63.44	\$63.44
104.1-108	208.1-216	\$65.06	\$65.97	\$66.30	\$66.30
108.1-112	216.1-224	\$67.88	\$68.83	\$69.17	\$69.17

Dated this 27th day of September, 2021

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 – UNIT B



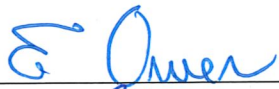
Negotiating Committee




Negotiating Committee

CUPE National Representative

PRAIRIE ROSE SCHOOL DIVISION



Board Chair



Secretary Treasurer

LETTER OF UNDERSTANDING**BETWEEN****PRAIRIE ROSE SCHOOL DIVISION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B
CUSTODIANS, CLERICAL, MAINTENANCE,
LIBRARY, BUS DRIVERS, COMPUTER/TECHNOLOGY****RE: EXTRACURRICULAR 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 extracurricular/field trips. Whenever possible, the Transportation Supervisor will offer available extracurricular/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 extracurricular trip rate where an extracurricular trip is cancelled on the day the extracurricular trip was to be taken.
- (c) A regular Bus Driver taking an extracurricular/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 extracurricular trip rates for the trip for the first eight (8) hours of an extracurricular/field trip and time and one-half (1½) of the current extracurricular/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, based on established rates for meals and expenses as outlined in the Employer Policies.
- (e) Extracurricular/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 or those trips that start after the end of the p.m. run, including evenings, Statutory Holidays, and weekends.
- (f) User groups will be advised that where a regular driver has accepted an offered extracurricular/field trip, and where such trip occurs over the normal "lunch time" or "supper time", the driver will be entitled to reimbursement for meals, upon submission of receipts based on Division policies.

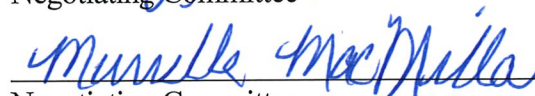
- (g) User groups will be advised that where a regular driver has accepted an offered extracurricular/field trip and where such trips necessitate “overnight stays” such user group will be responsible for providing the driver with free accommodation.
- (h) School Service Area - for the purpose of the Collective Agreement, school service areas are identified as: Carman, Elm Creek, Miami, Elie, St. Laurent and Roland.
- (i) Request forms must indicate all relevant information including scheduled duration of trip and return time.

Signed this 27th day of September, 2021

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 – UNIT B



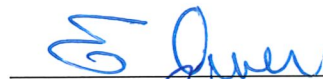
Negotiating Committee




Negotiating Committee

CUPE National Representative

SIGNED ON BEHALF OF
PRAIRIE ROSE SCHOOL DIVISION



Board Chair



Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B
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, 2022, 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 (6) 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, Layoff and Recall.

Signed this 27th day of September, 2021

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 – UNIT B



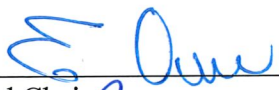
Negotiating Committee




Negotiating Committee

CUPE National Representative

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LETTER OF UNDERSTANDING

BETWEEN

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CUSTODIANS, CLERICAL, MAINTENANCE,
LIBRARY, BUS DRIVERS, COMPUTER/TECHNOLOGY**

RE: UNIFORMS - BUS DRIVERS/MECHANICS


This Letter of Understanding shall be effective from July 1, 2018 to June 30, 2022.

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 this 27th day of September, 2021

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LOCAL 4701 – UNIT B



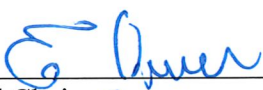
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Board Chair



Secretary-Treasurer

**LETTER OF UNDERSTANDING
BETWEEN
PRAIRIE ROSE SCHOOL DIVISION
AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B
CUSTODIANS, CLERICAL, MAINTENANCE,
LIBRARY, BUS DRIVERS, COMPUTER/TECHNOLOGY**

RE: UNIFORMS - CUSTODIAL STAFF/MECHANICS

Letter of Understanding shall be in effect from July 1, 2018 to June 30, 2022.

- One (1) new winter jacket to be supplied to all custodians, caretakers, mechanics and maintenance staff every three (3) years.
- Mechanics be reimbursed for safety footwear by one-hundred dollars (\$100.00) dollars every two (2) years provided they submit receipts to the Division.

In addition:

Custodial Staff

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

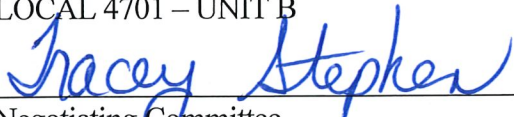
At time of hire	3 shirts	Each school year thereafter	2 shirts
	3 pants		2 pants

Mechanics

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

Signed this 27th day of September, 2021

SIGNED ON BEHALF OF
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LOCAL 4701 – UNIT B



Negotiating Committee




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CUPE National Representative

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Board Chair



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LETTER OF UNDERSTANDING

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND

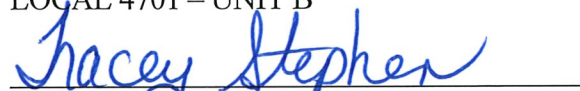
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B
CUSTODIANS, CLERICAL, MAINTENANCE, LIBRARY,
BUS DRIVER, COMPUTER/TECHNOLOGY**

RE: BUS BREAKDOWN

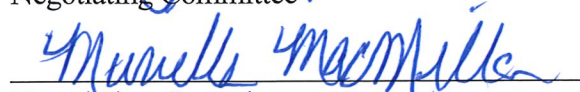
Where the Bus Driver is directed to pick up a spare bus in the event of a bus break down and requires the use of a personal vehicle, he/she shall be paid the extracurricular rate of pay travel to the bus garage to pick up the spare bus and the time to travel home after the spare bus has been returned to the bus garage and will be reimbursed mileage at the Division rate.

Signed this 27th day of September, 2021

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 – UNIT B




Negotiating Committee




Negotiating Committee

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LETTER OF UNDERSTANDING

BETWEEN

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**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B
CUSTODIANS, CLERICAL, MAINTENANCE, LIBRARY,
BUS DRIVER, COMPUTER/TECHNOLOGY**

RE: BUS DRIVERS PAID SALARY INCONSISTENT WITH AGREEMENT

1. 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. The driver shall receive 3.5 hours pay at the extracurricular 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 extracurricular rate per trip.
2. 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.
3. 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 27th day of September, 2021

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LOCAL 4701 – UNIT B



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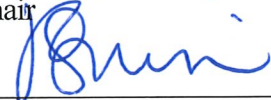
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LETTER OF UNDERSTANDING**BETWEEN****PRAIRIE ROSE SCHOOL DIVISION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B
CUSTODIANS, CLERICAL, MAINTENANCE, LIBRARY,
BUS DRIVER, COMPUTER/TECHNOLOGY****RE: NON-SCHEDULED MAINTENANCE**

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.

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 (1) 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 (1) 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 extracurricular trip rate for traveling and waiting time as follows:

- ✓ Where the necessary repair is completed in less than one-quarter ($\frac{1}{4}$) hour, or where a replacement bus was provided in less than one-quarter ($\frac{1}{4}$) 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 ($\frac{1}{4}$) hour will be measured and then rounded to the nearest quarter ($\frac{1}{4}$) hour to calculate payment.
- ✓ Travel time will be measured and then rounded to the nearest quarter ($\frac{1}{4}$) hour to calculate payment.

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

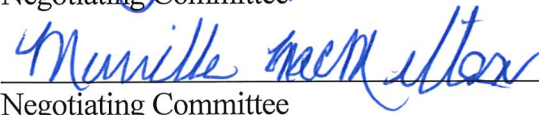
In all cases, prior approval of the Transportation Supervisor or designate is required before proceeding to the bus garage.

Signed this 27th day of September, 2021

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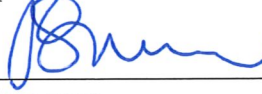
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CUSTODIANS, CLERICAL, MAINTENANCE, LIBRARY,
BUS DRIVER, COMPUTER/TECHNOLOGY**

**RE: INCREASE IN DAILY STANDARD HOURS OF WORK BEYOND EIGHT (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 twelve (12) months include custodial, mechanical and information technology.

1. Where either party initiates a temporary change from the regular schedule for twelve (12) month employees over the school break that:
 - (a) is acceptable to both parties,
 - (b) exceeds the daily standard of eight (8) hours of work per day, and
 - (c) does not exceed the weekly forty (40) standard hours of work, overtime rates shall not apply to the daily standard hours of work.

2. Where the employee's average hours of work for the week exceed the weekly forty (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.

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LOCAL 4701 – UNIT B



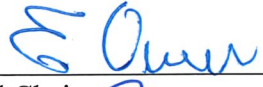
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CUSTODIANS, CLERICAL, MAINTENANCE, LIBRARY,
BUS DRIVER, COMPUTER/TECHNOLOGY

RE: EXTRACURRICULAR TRIPS

Regular Drivers

- ✓ Shall receive a half (½) hour at the extracurricular rate for completion of the pre- and post-trip inspection on extracurricular trips.
- ✓ Shall receive travel time for acceptance of an extracurricular trip outside of their service area from their starting point (place of residence or school) and return at the extracurricular rate, as follows:


<u>Kms</u>	<u>Hours</u>
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 (½) hour at the extracurricular rate for completion of the pre- and post-trip inspection on extracurricular trips.
- ✓ Shall receive travel time from the bus garage to school and return according to the table above at the extracurricular rate.
- ✓ Shall receive mileage at the Divisional rate from their place of residence to pick up the bus and return.

Signed this 27th day of September, 2021

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 – UNIT B



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LETTER OF UNDERSTANDING**BETWEEN****PRAIRIE ROSE SCHOOL DIVISION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B
CUSTODIANS, CLERICAL, MAINTENANCE, LIBRARY,
BUS DRIVER, COMPUTER/TECHNOLOGY****RE: APPRENTICESHIP MECHANIC CLASSIFICATION**

The parties have agreed to create an Apprentice Mechanic Job Classification in the CUPE 4701 Unit B Collective Agreement. This request is to support the ability to recruit an Apprentice Mechanic.

The Apprentice Mechanic position meets the requirements under The Apprenticeship and Certification Act (C.C.S.M. c. A110), Regulation 174/2002, Trade of Truck and Transport Mechanic (hereinafter referred to as the 'Regulation').

In the Regulation under Section 4 – Apprenticeship Term – the term of apprenticeship in this trade is four levels, with each level consisting of a period of at least 12 months during which the apprentice must complete 1,800 hours of technical training and practical experience.

In the Regulation under Section 5 – Apprentice wage rates – unless otherwise prescribed by a payment agreement or enactment that is more favorable to the apprentice, the wage rate for an apprentice shall not be less than

- (a) 135% of the provincial minimum wage during the first level;
- (b) 155% of the provincial minimum wage during the second level;
- (c) 175% of the provincial minimum wage during the third level; and
- (d) 195% of the provincial minimum wage during the fourth level.

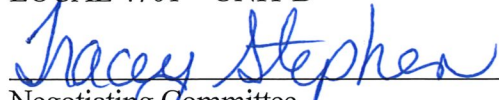
Effective upon the signing of this Letter of Agreement, the parties agree to a salary scale for this classification as follows (based on the minimum wage – October 1, 2020 \$11.90):

- (a) Level 1 - \$16.07
- (b) Level 2 - \$18.45
- (c) Level 3 - \$20.83
- (d) Level 4 - \$23.21

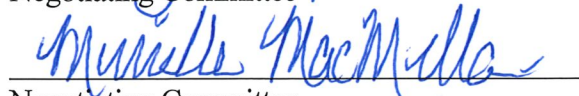
Should the minimum wage rate increase, the above wage rate will also increase as per the formula stated in Section 5 of the Regulation.

Signed this 27th day of September, 2021

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LOCAL 4701 – UNIT B



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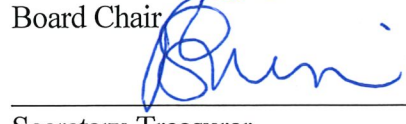
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