

**COLLECTIVE AGREEMENT**

**between**

**THE WINNIPEG SCHOOL DIVISION**

**and**

**THE UNITED BROTHERHOOD OF CARPENTERS & JOINERS**

**OF AMERICA, LOCAL UNION NO. 1515**

**covering the period**

**May 1, 2013 to April 22, 2016**

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between  
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THE UNITED BROTHERHOOD OF CARPENTERS & JOINERS  
OF AMERICA, LOCAL UNION NO. 1515  
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This Agreement made in duplicate this 8<sup>th</sup> day of May, A.D., 2014

BETWEEN:

**THE WINNIPEG SCHOOL DIVISION**

Hereinafter called the "Division"  
of the First Part,

- and -

**THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
LOCAL UNION NO. 1515**

Hereinafter called the "Union"  
of the Second Part.

WHEREAS the parties hereto through their respective representatives have negotiated a certain agreement, which said Agreement is hereinafter set forth,

NOW THEREFORE this Agreement WITNESSETH that for and in consideration of the promises and the mutual covenants and agreements hereinafter expressed, the parties hereto mutually agree:

**ARTICLE 1: PURPOSE**

- 1.1 It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Division and the Union, to promote cooperation and understanding between the Division and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Union.

**ARTICLE 2: RESPECTFUL WORKPLACE**

- 2.1 The parties hereto agree that there will be no discrimination by either party to this Agreement against any employee covered by this Agreement by reason of age, sex, marital status, race, creed, colour, national origin, political or religious affiliation, or by reason of membership or non-membership in the Union.

- 2.2 The Division and the Union jointly affirm that every employee in the work force shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principal of fair treatment is a fundamental one and both the Division and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well being and/or undermine work relationships between employees in the Union and productivity.

- 2.3 Employees against whom a complaint of employment related harassment has been sustained will be severely disciplined, up to and including dismissal.

Where an employee makes an unfounded accusation against another person then that employee may be subject to disciplinary action, up to and including suspension or dismissal.

**ARTICLE 3: TERM OF AGREEMENT AND NEGOTIATIONS FOR RENEWAL**

- 3.1 This Agreement, when signed by the authorized representatives of both parties, shall be effective from May 1, 2013 to April 22, 2016, both dates inclusive, unless altered or amended in the meantime by mutual consent of both parties, and shall be deemed to be renewed thereafter from year to year unless formal notice in writing is given by either party to the other to amend, add to or to negotiate a new Agreement, such notice to be given not more than ninety (90) days nor less than thirty (30) days prior to April 22, 2016.
- 3.2 Within ten (10) days after receipt of such written notice, or any additional time as may be mutually agreed upon, representatives of the Union and the Division shall meet for the purpose of negotiating any proposals to amend, add to or to negotiate a new Agreement, and it is agreed that should such negotiations be carried on after April 22, 2016 or any other anniversary date thereon, this Agreement shall continue to be in force and effect.

**ARTICLE 4: DISPUTES, GRIEVANCE PROCEDURE AND ARBITRATION**

- 4.1 **Step 1** If any employee has a grievance which they wish to bring to the attention of the Division, the employee will state such grievance in writing, sign it, and either the employee or the steward, or both, will take the matter up with the Maintenance Supervisor. After due consideration of the grievance, the Maintenance Supervisor concerned shall, within four (4) days, give a reply in writing.
- Step 2** If the reply of the Maintenance Supervisor is not satisfactory to the employee concerned, the grievance may, within five (5) days, be referred to the appropriate District Maintenance Manager.
- Within five (5) days after a grievance has been referred to the appropriate District Maintenance Manager and/or such other persons as may be designated by the Division will meet with the Union Committee to discuss the grievance. At this meeting a full-time representative of the Union will be present if requested by either of the conferring parties. The appropriate District Maintenance Manager or designate will give a written reply to the grievance within five (5) days after the meeting has been held.
- Step 3** If the reply of the appropriate District Maintenance Manager is not satisfactory to the employee concerned, the grievance may, within five (5) days, be referred to the Director of Buildings.
- Within ten (10) days after a grievance has been referred to the Director of Buildings, the Director of Buildings and/or such other persons as may be designated by the Division will meet with the Union Committee to discuss the grievance. At this meeting a full-time representative of the Union will be present if requested by either of the conferring parties. The Director of Buildings or designate will give a written reply to the grievance within five (5) days after the meeting has been held.
- Step 4** If any grievance or difference is not settled to the satisfaction of the parties, in the manner hereinbefore provided, then within five (5) days of the Director of Buildings giving a reply, such grievance or difference shall be referred to the Chief Superintendent. Within fifteen (15) working days after a grievance has been referred, the Chief Superintendent will give a written reply to the grievance.

- 4.2 If any grievance or difference is not settled to the satisfaction of the parties, in the manner hereinbefore provided, then such grievance or difference shall be referred to arbitration in accordance with the provisions of the Manitoba Labour Relations Act.
- 4.3 The Division may refuse to consider any grievance, the alleged circumstances of which occurred more than ten (10) days before the matter was first brought to the attention of the Maintenance Supervisor.
- 4.4 In computing the time allowance set out in this Article, weekends and holidays will not be taken into consideration. Further, any of the said time allowances may be extended by mutual agreement.
- 4.5 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.
- 4.6 In the case of dismissal of, or other discipline to any permanent employee for cause, the justification for the dismissal or discipline and the nature and extent of the penalty imposed shall be subject to grievance as hereinbefore set out and the Board of Arbitration shall have the authority to provide the penalty which in its opinion appears to be just and equitable.
- 4.7 Wherever referred to in this Agreement the term "Director of Buildings" shall mean the Director of Buildings for the Division.
- 4.8 Management Grievances

Should the Division have a misunderstanding, complaint, or dispute under this Agreement against the Union, then the Division shall advise the Union of the misunderstanding, complaint, or dispute and the parties hereto shall discuss and endeavour to settle the matter within seven (7) days from the time the misunderstanding, complaint, or dispute was conveyed to the Union.

If such misunderstanding, complaint, or dispute is not settled to the mutual satisfaction of the parties it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee, as provided for in this Agreement.

## **ARTICLE 5: PERSONNEL FILES**

- (a) 5.1 An employee may at a mutually agreed time review their personnel file after submitting a written request for such review to the Director of Human Resources or designate. An employee shall have the right to respond in writing to any document contained in the personnel file and the Division will have its representative present when the employee is examining the personnel file. Employees shall be able to obtain copies of their personnel file or a document contained therein, when requested and a copy of an employee's reply to any document contained in their personnel file shall be placed in the employee's file.
- (b) Following written assessment of an employee's performance, the employee will be given an opportunity to review the assessment and to acknowledge having read the contents of the assessment. Within two (2) working days of reviewing the assessment, the employee will be provided with the opportunity to place their own comments on the assessment form and the employee will receive a duplicate copy for their records.

- (c) The Division will not introduce as evidence at any Arbitration Hearing and an Arbitration Board shall not accept as evidence any document which is disciplinary in nature, unless the employee has been previously advised of the nature of the discipline and has been provided with a copy of such document on request.

## **ARTICLE 6: STRIKES AND LOCKOUTS**

- 6.1 It is agreed by the Union that there will be no strike or slowdown, either complete or partial, or other action by the Union, or any member of the Union whose employment is subject to this Agreement, which will stop or interfere with production during the life of this Agreement or while negotiations for renewal of this Agreement are in progress.
- 6.2 It is agreed by the Division that there shall be no lockout during the life of this Agreement or while negotiations for a renewal of this Agreement are in progress.
- 6.3 It shall not be a violation of this Agreement for Union members to refuse to cross any legal picket line. Where a Union member refuses to cross such picket line that employee will then be reassigned to another work location.
- 6.4 It is agreed by the Union and the Division that in the event of a strike or lockout the initiating Party shall provide the other party with at least fourteen (14) calendar days' notice prior to such action.

## **ARTICLE 7: LEAVES OF ABSENCE**

### **7.1 Bereavement Leave and Compassionate Care Leave**

- (a) If an employee is absent on sick leave, long service leave, annual vacation, a statutory holiday or is absent from the service of the Division for any reason whatsoever, then the employee will not be granted bereavement leave in addition to any one of the aforesaid absences.
- (b) An employee will be granted bereavement leave of five (5) consecutive working days without loss of salary in the event of the death of a spouse, child, step-child, mother, step-mother, father, step-father, brother, or sister, as well as for any other relative who was a member of the household. Such days may be taken only in the period commencing on the work day after the date of death. One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date, or two (2) of five (5) days where travel is required.
- (c) An employee will be granted, at the time of the death of their relative who is not a member of the immediate household, one (1) day's leave without a salary deduction to attend the funeral, if the funeral is held inside the City of Winnipeg and two (2) consecutive working days' leave without a salary deduction to attend the funeral, if the funeral is held further than two hundred (200) kilometers from the perimeter of the City of Winnipeg.

For the purpose of this Article a relative is defined as an aunt, uncle, cousin, niece or nephew.

- (d) (i) An employee will be granted, upon the death of a mother-in-law, father-in-law, brother-in-law, son-in-law, daughter-in-law, sister-in-law, grandparents, or grandchildren, leave of three (3) consecutive working days without a salary deduction.
- (ii) An employee will be granted one-half ( $\frac{1}{2}$ ) day without a salary deduction to attend the funeral of a relative of their spouse not listed in (d) (i) above. If the funeral is held further than one hundred (100) kilometers from the perimeter of the City of Winnipeg an additional one-half ( $\frac{1}{2}$ ) day will be granted.
- (e) An employee will be granted one (1) day leave without a salary deduction to act as a pallbearer at a funeral if the funeral is held within the City of Winnipeg and an additional one-half ( $\frac{1}{2}$ ) day without a salary deduction if the funeral is held further than one hundred (100) kilometers from the perimeter of the City of Winnipeg.
- (f) For the purposes of this Article, “spouse” shall include a person of the same or opposite gender with whom the employee has established residence and lived in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as his/her spouse.

## 7.2 **Sick Leave**

- (a) The Division shall provide protection for its employees against loss in income sustained because of illness or disability, quarantine, hospitalization, medical, dental or chiropractic examination or treatment or because of an accident or illness for which compensation is not payable under the Workers Compensation Act. Sick leave shall not be used for medical appointments, examinations or treatments which can be scheduled outside of working hours.

- (b)(i) When an employee is ill, if the illness is certified by a physician, who may be appointed by the Division, the employee is entitled to salary during such illness as follows:

For permanent employees of the Division unused sick leave in any month may be accumulated and carried forward to the next month up to a maximum of one hundred and eighty (180) days:

- during the 1<sup>st</sup> year of continuous service - 1 day per month;
- during the 2<sup>nd</sup> year of continuous service - 1 $\frac{1}{4}$  days per month;
- during the 3<sup>rd</sup> year of continuous service - 1 $\frac{2}{3}$  days per month;
- during the 4<sup>th</sup> and subsequent years of continuous service - 2 days per month.

Part-time employees shall accumulate sick leave on a pro rata basis.

- (ii) Every employee shall notify or cause someone on their behalf to notify their immediate Supervisor and the Division’s computerized absence reporting system as soon as practical if the employee is unable to report due to illness.
- (c) All permanent employees in the bargaining unit who have surpassed the one hundred and eighty (180) day ceiling outlined in Article 7.2(b)(i), shall not accrue additional days.

- (d) The period of sick leave allowed to an employee may be increased at the discretion of the Board.
- (e) Where an employee becomes incapacitated by illness or injury, or where the employee qualifies for bereavement leave during the period of the scheduled annual vacation, the Division shall grant sick leave or bereavement leave, as the case may be, and credit the employee with alternate days of vacation equivalent to the number of days of approved sick leave or bereavement leave, providing that in the case of sick leave, incapacitation must be over three (3) days and require hospitalization. The employee will be responsible to provide proof of hospitalization satisfactory to the Division.
- (f) The Division may require an employee to provide a certificate from a duly qualified medical practitioner on and in a form acceptable to the Division certifying that the employee is or was unable to carry out their duties due to illness and is or is not able to return to regular duties.
- (g) Employees withdrawing from the Division or on an unpaid leave of absence for whatever reason shall not be paid for any sick leave credits accumulated due to length of service.
- (h) Sick leave is not payable to an employee who is engaged in employment for wage or profit with another employer.
- (i) In any instance where sick leave is payable and an employee is entitled to wage loss benefits from an outside source, or a wage loss payment related to injury arising out of legal proceedings (other than a private personal plan to which the employee might subscribe or a payment, other than a wage loss payment, related to injury which may arise out of legal proceedings), the sick leave provided under this collective agreement shall be the final payer
- (j) The full Employment Insurance Commission rebate shall be retained by the Division.
- (k) Accumulated sick time shall appear on the employee's pay stub.

### 7.3 **Leave of Absence for Union Business**

Any employee of the Division who is an officer or member of the Union shall be granted leave of absence for Union business, provided that the aggregate of such leave for all said officers and members shall not exceed forty-five (45) working days in any calendar year and provided further that, where required, a substitute satisfactory to the Division has been secured. In computing the said forty-five (45) day period, leave of absence granted to any said officer or employee for the purpose of negotiating with the Division shall not be counted. (All such requests will be made at least ten (10) days in advance by the Union, in writing, whenever possible.) No additional leave of absence shall be taken for the above-mentioned purpose except with the consent of the Division. During the absence of any employee on special work of this nature, such employee shall retain seniority rights in the department with no decrease in status but without claim on any promotions effected during the absence on leave. The Division shall submit to the Union a statement covering loss of time and benefits and the Union shall reimburse the Division for same.

For the purpose of negotiating a Collective Agreement with the Division for renewal and signing thereof, meetings with the representatives of the Union are convened during regular working hours of the Union members, the Division will grant leave, with salary, at the applicable rates set forth in Article 17 hereof, for not more than three (3) members of the



Union attending such meetings.

7.4 **Witness Duty**

When an employee is absent from work to testify under subpoena as a witness for the Crown, or in his capacity as a Division employee, the employee shall be paid his regular rate of pay for each hour he would have worked had he not been under subpoena, less witness fees received by the employee.

An employee required to attend a court proceeding as a party to that proceeding in relation to the employee's personal private affairs shall receive a leave of absence without pay for the required absence.

An employee shall submit details of the requirements for witness duty at the earliest possible date. The employee shall, where possible, make himself available for duty at his job during regular working hours when he may not be required at Court.

Note: The Division policy will apply for individuals called for jury duty.

7.5 **Maternity Leave/Parental Leave**

Maternity/Parental Leave will be granted in accordance with the Employment Standards Code.

7.6 **Compassionate Care Leave**

Compassionate Care Leave will be granted in accordance with the Employment Standards Code.

**ARTICLE 8: DEFINITIONS OF "PERMANENT EMPLOYEE" and "TEMPORARY EMPLOYEE"**

8.1 **Permanent Employee**

Under the provision of this Agreement the term "Permanent Employee" shall mean an employee who has been employed continuously by the Division for a probation period of six (6) months and who is recommended for appointment by the Director of Buildings and is so confirmed. It is understood and agreed that any employee who is not so confirmed to the permanent staff shall be dismissed.

During such probationary period, such employees shall be entitled to all the rights and privileges of the Agreement but the Division may, in its sole discretion retain or dismiss an employee during the probationary period, and such dismissal shall be deemed to have been for just cause. After completion of the probationary period, seniority shall be effective in accordance with Article 10.1.

If deemed necessary by the Division the six (6) month probation period may be extended by a further three (3) months.

8.2 **Temporary Employee**

(a) 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. One copy of the Agreement entered into by the employee affected and the Division shall be given to

the shop Steward of the Local and to the Union representative.

- (b) Temporary employees shall be paid the rates in effect in this Collective Agreement.
- (c) Temporary employees shall have no seniority rights.
- (d) Temporary employees shall not be covered by sick leave, the Division's group life insurance, disability plan or the Division's pension plan.
- (e) It is mutually agreed that the Division shall contribute to the Local 343 Health and Welfare Trust Fund and the Local 343 Pension Trust Fund as outlined in this Article. All monies payable to the Trust funds are to be remitted to the administrator of the Local 343 Health and Welfare Trust Fund and the Local 343 Pension Trust Fund. The Division and the Union agree to joint contributions.

- (i) In addition to the hourly rate payable to a temporary employee, the Division shall contribute to the Local 343 Welfare Trust Fund (Manitoba) as follows:

Effective May 1, 2013

- Employer's contribution – \$0.83 per hour
- Employee's contribution - \$0.25 per hour

Effective May 1, 2014

- Employer's contribution – \$0.83 per hour
- Employee's contribution - \$0.29 per hour

Effective May 1, 2015

- Employer's contribution – \$0.83 per hour
- Employee's contribution - \$0.33 per hour

- (ii) In addition to the hourly rate payable to a temporary employee, the Division shall contribute to the Carpenter's Pension Trust Fund (Manitoba) for all Journeypersons as follows:

Effective May 1, 2013

- Employer's contribution - \$3.50 per hour
- Employee's contribution - \$1.16 per hour

Effective May 1, 2014

- Employer's contribution - \$3.56 per hour
- Employee's contribution - \$1.16 per hour

Effective May 1, 2015

- Employer's contribution - \$3.67 per hour
- Employee's contribution - \$1.16 per hour

- (f) The Division will record and send to the Pension Trust Fund a record of hours worked, by temporary employees covered under this Agreement, on the forms provided by the Union for this purpose.
- (g) If a temporary employee is appointed to the permanent staff, the date of entry for seniority purposes shall be established according to Article 10.1(c). However, the employee shall be entitled to sick leave credits from the date of appointment only and the Division shall cease to send contributions to the Pension Trust Fund.

**ARTICLE 9: DISABLED EMPLOYEES PREFERENCE**

- 9.1 Any employee covered by this Agreement who has given good and faithful service to the Division, and who through advancing years or temporary disablement is unable to perform regular duties, shall be given preference to any light work available in the employee's trade at the salary payable at the time for the position to which the employee is assigned.

**ARTICLE 10: SENIORITY**

- 10.1 Seniority is defined as the length of service in the bargaining unit.
- (a) Before appointment to the permanent staff, the date of entry into service of an individual for the purpose of the seniority list shall be the date of assignment to the staff; and
  - (b) After an apprentice has been appointed to the permanent staff as a journeyman carpenter, provided such appointment is made within five (5) years of the apprentice's last day of employment with the Division, the journeyman carpenter will be given credit for full time served as an apprentice in the employ of the Division for the purpose of the seniority list.
  - (c) After appointment to the permanent staff, the date of entry into service of an individual for the purpose of the seniority list shall be set back from the date on which the employee was assigned to the staff by the aggregate periods of temporary service prior to the date of assignment, provided that no period of temporary service shall be taken into account for any individual prior to the date when the employee may have voluntarily withdrawn from the service of the Division.
- 10.2 No permanent employee shall be discharged except for cause.
- 10.3 In the case of temporary lay off, such lay off in the case of permanent employees who have continuously been in the employ of the Division for six (6) months or more, shall be on the basis that the permanent employee with the least seniority shall be the first to be laid off, and in the case of re-employment, the permanent employee having the most seniority of the laid off permanent employees, shall be the first to be rehired. Seniority for those who at the time of lay off were not permanent employees as defined in Article 8, shall continue for twelve (12) months from date of lay off.
- 10.4 Any employee who is a member of the Union who after having been employed by the Division in work covered by this Agreement, has then been employed by the Division in work not covered by this Agreement, shall, when again employed in work covered by this Agreement, be given credit for all such service with the Division for the purpose of establishing seniority.
- 10.5 An employee shall lose seniority and their name shall be removed from the seniority list for any one of the following reasons:
- (a) voluntary termination of employment; or
  - (b) discharge for just cause; or

- (c) retirement under the terms of the Division's Pension Plan; or
- (d) failure to return to work following an authorized leave of absence unless through illness or other such reason acceptable to the Division; or
- (e) absence of more than two (2) consecutive working days without notifying the appropriate District Maintenance Manager or the Maintenance Supervisor; or
- (f) failure to contact the District Maintenance Manager or Maintenance Supervisor within five (5) working days after receiving notice of recall from lay off by registered mail to do so, unless through illness or other such reason acceptable to the Division. The employee shall not be required to return to work following lay off earlier than fifteen (15) working days after receipt of the above notice unless through mutual agreement of the employee and the Division. The onus is on the employee to inform the Division in writing of their current address. A copy of said notice of recall from lay off will be forwarded to the Union no later than such notice being sent to the individual; or
- (g) promotion out of the bargaining unit and completion of the necessary trial period.
- (h) laid-off for more than eighteen (18) consecutive months

Notwithstanding the remedial authority of an arbitrator under the Labour Relations Act, an employee who has lost seniority as a result of the application of this clause shall be notified that their employment is terminated and where such notice is given, it shall be considered as just cause for termination.

10.6 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence; or
- (b) is on any period of paid sick leave; or
- (c) is on any period of paid vacation; or
- (d) is on any period of unpaid leave of absence of less than five (5) consecutive days; or
- (e) is absent on Workers' Compensation other than being in receipt of the total permanent disability benefits established under Workers' Compensation.
- (f) is absent on an approved maternity, parental or adoptive leave.

10.7 Seniority will be retained but will not accrue if an employee:

- (a) is on any period of unpaid leave of absence of more than five (5) consecutive days except for maternity, paternity or adoptive leave; or
- (b) is laid off for less than eighteen (18) consecutive months; or
- (c) is in receipt of the total and permanent disability benefits established under any disability plan or pension plan.

10.8 Temporary employees shall have no seniority rights with regard to lay off and recall.

10.9 A copy of the seniority list shall be provided and sent to each employee covered under the

Agreement not later than May 15 in each year.

## **ARTICLE 11: HOLIDAYS - ANNUAL VACATIONS**

### **11.1 Annual Vacation**

For the purpose of this clause the definition of continuous employment for vacation entitlement shall be consistent with the Employment Standards Code and computed on the basis of regular hours worked for which the Division has provided payment.

All permanent employees shall be entitled to vacation with full pay annually on the following basis:

- (a) After one (1) year of continuous service with the Division and each successive year thereafter - three (3) weeks.
- (b) During the ninth (9<sup>th</sup>) year of continuous service (on the basis of the employee's date on the seniority list) and each successive year thereafter - four (4) weeks.
- (c) During the fifteenth (15<sup>th</sup>) year of continuous service (on the basis of the employees date on the seniority list) and each successive year thereafter - five (5) weeks.
- (d) During the twenty-first (21<sup>st</sup>) year of continuous service (on the basis of the employees date on the seniority list) and each successive year thereafter - six (6) weeks.
- (e) A temporary employee shall be paid vacation pay on each bi-weekly cheque based on a percentage equal to six per centum (6%) on the employee's total earnings, excluding overtime.
- (f) The vacation year for the Division commences on the first day of July each year and ends on 30<sup>th</sup> day of June the next following year.
- (g) Vacation entitlement shall be prorated for permanent employees who are employed on a permanent basis for less than a full vacation year. An employee leaving the employ of the Division during the year will be paid a prorated amount of their outstanding vacation entitlement in lieu of such vacation.

$$\frac{\text{Number of months employed}}{12} \times 15 \text{ days} = \text{Number of days vacation}$$

- (h) Vacation time shall not accumulate while an employee is on a leave of absence without pay.
- (i) Long Service Leave

An employee will be granted twenty (20) working days' leave of absence with pay in addition to their regular annual vacation after completion of twenty-five (25) years' continuous service (on the basis of the employee's date on the seniority list) with the Division. The leave will be taken subject to the exigencies of the service.

$$\frac{\text{Number of months employed}}{12} \times 10 \text{ days} = \text{Number of days vacation}$$

## 11.2 **Holidays**

(a) All employees shall be entitled to a holiday with pay on the following days:

- |                         |                                       |
|-------------------------|---------------------------------------|
| 1. New Year's Day       | 7. Annual Civic Holiday (if declared) |
| 2. Louis Riel Day       | 8. Labour Day                         |
| 3. Last Monday in March | 9. Thanksgiving Day                   |
| 4. Good Friday          | 10. Remembrance Day                   |
| 5. Victoria Day         | 11. Christmas Day                     |
| 6. Canada Day           | 12. Boxing Day                        |

and any other day proclaimed by the Division, the City of Winnipeg, the Province of Manitoba, or the Canadian Government.

- (b) That when Remembrance Day, Christmas Day, Boxing Day, or New Year's Day falls on a normal day off for any employee, and no other holiday is declared in lieu thereof (for example, the Monday following Christmas Day or New Year's Day), that employee shall be entitled to one (1) day off with pay for each of the above-named holidays which falls on the normal day off of such employee. Such day or days may, subject to the exigencies of the service, be added to the employee's annual vacation.
- (c) That when July 1<sup>st</sup> falls on a Saturday or Sunday then all employees shall receive a holiday with pay on the Monday immediately following the said 1<sup>st</sup> day of July.
- (d) The last Monday in March is considered to be a holiday in lieu of Easter Monday notwithstanding Easter Monday being proclaimed as a holiday by the City of Winnipeg, the Province of Manitoba, or the Government of Canada.
- (e) That any employee who has been employed by the Division for forty-two (42) working days in the twelve (12) months immediately preceding any holiday set out in Article 11.2(a) hereof, shall be paid for such holiday provided the employee was on the payroll the two (2) working days before and the working day after the holiday observed.
- (f) The Division has the right to schedule holidays consistent with the provisions of Article 11 and pursuant to the provisions of Article 13.

## **ARTICLE 12: RELIGIOUS HOLY LEAVE**

- 12.1 (a) Employees desiring to observe recognized Religious Holy Leave will be allowed up to three (3) days time off through one of two options:
- (i) time off in lieu of Easter Monday, Christmas Day or Boxing Day; or
  - (ii) mutually agreed to alternate arrangements such as vacation, accumulated time or leave without pay.
- (b) Employees substituting Religious Holy Leave for Easter Monday, Christmas Day and/or Boxing Day will, where practical, be allowed to work in their regular job classification

and work location and at their regular rate of pay for the time worked on these days. Where this is not practical, the employees may be redeployed to a position they are qualified for at a suitable work site. Redeployed employees will receive their regular rate of pay.

- (c) Employees choosing alternate arrangements will, through discussions with their supervisor, establish a practical and mutually agreed upon approach necessary to substitute their chosen Religious Holy Leave, to a maximum of three (3) working days.
- (d) Notification – Religious Holy Leave:
  - (i) Employees requiring Religious Holy Leave prior to October 15 shall provide the Division with ten (10) working days' notice in writing.
  - (ii) Employees requiring Religious Holy Leave after October 15 shall provide notice of all leave required that school year by September 30.
  - (iii) Employees commencing employment with the Division at a time other than the start of the school year and who require Religious Holy Leave, shall provide the Division with written notice of their requirements within ten (10) working days of commencing active employment.
- (e) For the purpose of this Article, religious holy days shall be interpreted as major religious holy days normally observed by the employee and designated as a day of obligation by the employee's religion for which an employee must abstain from servile work.

### **ARTICLE 13: UNION DUES / JOB SECURITY**

- 13.1 (a) An employee shall have the right to have either their Shop Steward or Business Agent present during discussions of a disciplinary nature should the employee so choose.
- (b) All disciplinary meetings shall be held in private and shall take place in a location on the Division's premises.
- 13.2 All employees of the Division, covered by this Agreement shall be Journeyman Carpenters/Apprentice Carpenters and members in good standing of the Union.
- 13.3 The Union shall have the right to appoint one (1) shop steward for every ten (10) employees. In calculating the ten (10) employees, the Union shall include millwrights employed by the Division and the shop steward shall represent the millwrights, subject however to the provisions of an Agreement between the millwrights and the Division. The Division shall be notified in writing of the names of the Union stewards so appointed.
- 13.4 There shall be no discrimination against the steward on account of any lawful action that the steward may take on behalf of the Union or another employee.
- 13.5 The Division shall, when requiring additional staff, advise the Union of the Division's requirements. The Union shall advise the Division of the names of qualified Journeyman Carpenters who are available for employment. The Division may in its discretion select new employees from the list of names so supplied. Anyone hired other than from the list supplied by the Union shall be required to apply for membership in the Union within thirty (30) days from date of hire.

- 13.6 The Division hereby agrees to deduct monthly Union dues for each employee and remit same to Local 1515 of the Union not later than the 10<sup>th</sup> day of the following month. Union dues shall be deposited directly to the financial institution of Local 1515. Individual dues shall be reported on annual T4 statements.
- 13.7 In order to protect job security, the Division agrees not to contract out where that contracting out would result in a lay off of present permanent employees.

#### **ARTICLE 14: ACCESS TO DIVISION PROPERTY**

- 14.1 In those instances where the Union wishes to conduct business with an employee on or within the Division premises, the Union must first report to the school/building office and obtain authorization to be in the school/building before conducting such business. Upon obtaining appropriate authorization, such business shall be:
- (a) held at times as shall minimize interference with the Division's operation;
  - (b) held whenever possible during the employee's allocated lunch and/or coffee breaks. However, when this is not practical;
  - (c) held during the employee's working hours. Business/meetings held during regular working hours shall normally not exceed ten (10) minutes in duration, unless otherwise authorized by the Foreman/Building Administrator.

#### **ARTICLE 15: MANAGEMENT RIGHTS**

- 15.1 The Union recognizes and acknowledges that it is the exclusive function of the Division to manage, direct, and conduct the affairs of the Division and to exercise all prerogatives of management and without in any way limiting or affecting the generality of the foregoing to maintain order, discipline and efficiency, and to extend or curtail operations, determine the size of and direct and allocate the work of the work force including the scheduling of vacations and to hire, promote, suspend, demote and transfer employees, subject to the right of the employees concerned to lodge a grievance in the manner herein set forth. The Union recognizes the exclusive right of the Division to discharge, suspend or discipline employees for just cause. All matters concerning the operation of the Division, not specifically dealt with herein, shall be reserved to the Division and be its exclusive responsibility. The Union also recognizes and acknowledges that the Board can delegate these and any other management prerogatives to the Chief Superintendent or designate(s).

#### **ARTICLE 16: HOURS OF WORK AND OVERTIME**

- 16.1 Eight (8) hours shall constitute a day's work for five (5) days, Monday to Friday inclusive 8:00 a.m. to 4:30 p.m. with one half hour for lunch. The Director of Buildings of the Division, may however, because of special circumstances that may arise from time to time require with one weeks notice, that an alternate work day could be established between 6:00 a.m. and 6:00 p.m. with one half hour lunch, split shifts not allowed. All hours worked beyond eight (8) hours in a day and on Saturday, Sunday, and holidays will be paid at twice the base rate for the hours actually worked.



- 16.2 The Division shall have the right to establish an alternative shift outside of the normal hours of work. Shift work shall be defined as shift work assignments lasting two (2) or more work days all or part of the working time being outside the normal hours of operation, Monday to Friday inclusive. Shift work shall be compensated on the basis of the employee's normal hourly wage and a shift premium of ten percentum (10%).
- 16.3 Notwithstanding the foregoing, employees called out to work outside their regular shift shall be paid for such at double time rates. One hour at double time will be paid to compensate the time spent traveling to and from the place of work. In no case shall an employee be paid for less than two (2) hours at double time including the time paid to compensate the traveling time.
- 16.4 An employee shall, if required by the Division, work more than the recognized hours as set out herein. The Division will, before requiring an employee to work overtime, canvass as many employees as possible for volunteers to perform the work and only if the Division is unable to find sufficient volunteers will the employees be required to work such overtime.
- 16.5 Overtime Accumulation
- An employee will, notwithstanding anything herein contained to the contrary, have the option of being paid for overtime or accumulating overtime to a maximum of forty (40) hours at any one time, in any one (1) year, which accumulation of overtime may be taken by the employee being absent from work for not more than two (2) consecutive working days at any one time provided the employee has received the prior written approval of the District Maintenance Manager/Supervisor. The decision of the District Maintenance Manager/Supervisor will be the final decision as to whether an employee will be paid or receive compensating time for such overtime worked and the District Maintenance Manager/Supervisor's decision will not be subject to the provisions of Article 4: Disputes, Grievance Procedure and Arbitration as set out herein. If an employee is to receive salary, the salary will be paid at the employee's rate of pay prevailing at the time the overtime hours of work were performed. All accumulated overtime must be taken as time off or paid out by June 30<sup>th</sup> of each year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the employee in the last pay period of the fiscal year.

## **ARTICLE 17: RATES OF PAY**

- 17.1 It is agreed that on and from the effective date of this Agreement the following rates of pay shall apply subject, however, to the provision of Article 17.5 hereof:

### **Carpenters**

May 1, 2013 - \$30.02 per hour  
May 1, 2014 - \$31.01 per hour  
May 1, 2015 - \$32.00 per hour

- 17.2 **Apprentice Carpenters**

If and when the Division hires apprentices, such apprentices shall be paid:

60% of the journeyman's rate in the first six (6) months,  
70% of the journeyman's rate in the second six (6) months,  
75% of the journeyman's rate in the second year,

80% of the journeyman's rate in the third year, and  
90% of the journeyman's rate in the fourth year of employment.

In consideration of the Division employing such apprentices, the Union agrees that apprentices will have no rights or recourse to the grievance and arbitration clauses, and further, that should an apprentice not satisfy certain requirements of the Division, then in the Division's sole and exclusive discretion and notwithstanding any clause or agreement to the contrary, the Division may refuse to allow such apprentice to receive incremental increases or in the alternative the employer may terminate the employment of the apprentice.

- 17.3 A Journeyman Carpenter employed by the Division as a lead hand shall be paid five per centum (5%) above the journeyman rate to the nearest five cents (5¢). When this computation produces a result which ends in two and one-half cents (2½¢), or seven and one-half cents (7½¢), the per hour rate shall be the next highest five cents (5¢). A lead hand carpenter is a journeyman having under their direction six (6) or more workers for a period in excess of three (3) days in which case the journeyman will be paid as a lead hand from the first day.
- 17.4 A Journeyman Carpenter engaged in work at a height of forty (40) feet or over from the ground or floor level shall be paid twenty-five cents (25¢) per hour above the regular rates of pay.
- 17.5 It is recognized that the positions of Foreman and Assistant Foreman are superior to lead hand and are not covered by this Collective Agreement. Each such person shall make their own agreement with the Division.

#### **ARTICLE 18: TRANSPORTATION ALLOWANCE**

- 18.1 If an employee uses their own motor vehicle at the request of the Division, the employee shall be paid an allowance in accordance with the Division's scale of car allowance for employees who use their motor vehicles on behalf of the Division. The Division agrees that no employee shall be required to use their own motor vehicle on behalf of the Division as a condition of employment.

#### **18.2 Driver's License Verification**

Any employee who operates a vehicle while conducting Division business shall possess a valid driver's license representative of the Class of vehicle being operated at the time. The employee shall upon request present such license to the Division for verification purposes. Declaration that the license is valid shall be signed by the employee and witnessed by management on the prescribed form.

An employee subject to this article who loses or has his/her license suspended for whatever reason must immediately notify the Division. Failure to do so will be considered a disciplinary offense.

#### **ARTICLE 19: TOOLS AND SAFETY BOOTS**

- 19.1 A Carpenter's tools are the means of livelihood and must be kept in good condition at all

times. Journeymen shall be required to supply the ordinary hand tools of the trade. When an individual reports to a job, their tools will be sharp and in good condition. Thereafter the employee will be allowed time to re-sharpen any tools blunted on the job.

- 19.2 The Division will be responsible for compensation for tools destroyed by fire or stolen by breaking and entering provided they are properly secured. Claim for stolen or destroyed tools must be submitted in writing together with a list of such tools, the value thereof, and with reasonable evidence of loss. Such claims must be submitted within ten (10) days of loss.
- 19.3 Power tools, including bits and/or attachments, mitre boxes, special augers and bits, and any devices such as Ramset guns shall be supplied by the Division. Responsibility for normal wear and tear of tools supplied by the Division is accepted by the Division on return of broken or worn tools.
- 19.4 The employee must accept responsibility for the tools furnished by the Division and will be given sufficient time to put these tools in their designated place. The employee must report the breakage or loss of any of these tools immediately to the supervisor.
- 19.5 Any employee found misusing tools supplied by the Division may be held responsible.
- 19.6 (a) The Division will contribute toward the purchase of green triangle safety footwear, for permanent employees only, up to a maximum of Two Hundred Dollars (\$200.00) every two (2) years. Payment will be made upon proper documentation being provided to the Division. All employees, as a condition of employment, are required to wear C.S.A. approved green triangle safety footwear.
- (b) Temporary employees will be eligible to apply for the subsidy in 19.6(a) provided they have worked six (6) or more months and their employment is expected to continue. A temporary employee who is eligible for such subsidy shall have the rate prorated based on the length of the year worked. All employees, as a condition of employment, are required to wear C.S.A. approved green triangle safety footwear.

## **ARTICLE 20: WORKING CONDITIONS**

- 20.1 Power tools when used to perform work formerly done by carpenters with the hand tools of the trade shall be operated by a carpenter, except for the sanding of students' solid topped desks.

## **ARTICLE 21: NO DISCRIMINATION**

- 21.1 All provisions in the agreement have been negotiated in good faith with the specific understanding that the provisions and their administration contain no elements of discrimination. In the event that any of the provisions are deemed to be discriminatory, the parties will negotiate necessary adjustments.

## **ARTICLE 22: PENSION AND DISABILITY FUNDS**

- 22.1 The Division will maintain a pension plan for all permanent eligible employees as defined by

By-law No. 1017 as may be amended from time to time, a By-law relating to a pension fund for employees other than teachers.

- 22.2 The Division will maintain a disability plan for all permanent eligible employees as defined in By-law No. 1018 as may be amended from time to time, a By-law relating to a disability fund for employees other than teachers.

### **ARTICLE 23: GROUP INSURANCE**

- 23.1 The Division will continue to administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan. Unless otherwise excluded, the employees' share of annual premiums shall be deducted in as near equal amounts as possible from each salary cheque for all participants in the plan. One-half (½) of the basic lump sum benefit of 200% of annual earnings for eligible employees shall be paid by the Division and one-half (½) shall be paid by the employee. Eligible employees who were insured for the survivor income benefit as at March 31, 2001 will be insured for an additional 200% of annual earnings with one-half (½) being paid by the employee. The premium for any other additional option amounts of coverage under the plan shall be fully paid for by the employee. All employees currently employed by the Division or coming on staff after the effective date of this Agreement shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.

### **ARTICLE 24: WORKPLACE HEALTH AND SAFETY**

- 24.1 The provisions of Workplace Health and Safety Act of the Province of Manitoba shall apply.

### **ARTICLE 25: OVERPAYMENTS / UNDERPAYMENT**

- 25.1 Where a wage overpayment error has been made in good faith, the Employer shall be entitled to recover any such overpayment from future wages.
- 25.2 Once the error is discovered, notice and a detailed breakdown of the error will be given by the Employer to the affected employee and the Union as soon as practicable.
- 25.3 In the event the employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.
- 25.4 In the event the employee does not have sufficient wages owing to satisfy the repayment of such overpayment, the Division shall have the right to proceed as it determines necessary to recover the overpayment owing plus any costs incurred in such recovery.

IN WITNESS WHEREOF the Union has hereunto affixed its seal, duly attested by its proper officers in that behalf, and the Division has hereunto affixed its corporate seal, duly attested by its proper officers in that behalf, the day and year first above written.

Dated this 8<sup>th</sup> day of May, 2014.

THE WINNIPEG SCHOOL DIVISION

THE UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA, LOCAL UNION  
NO. 1515

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Local Union Representative

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Local Union Representative

\_\_\_\_\_  
Local Union Representative

**LETTER OF CLARIFICATION RE: ARTICLE 11 – ANNUAL VACATION**

The Employer and the Union agree that changes in vacation entitlement as per 11.1 b, c, and d will occur in the vacation year in which the employees' 9<sup>th</sup>, 15<sup>th</sup> and 21<sup>st</sup> anniversary date is achieved.

- Employee A's seniority date is January 15, 2000.
- Assuming no breaks in service, Employee A will have achieved nine (9) years of continuous service on January 15, 2009, and as per 11.1 b) Employee A will be entitled to four (4) weeks of vacation during the July 1, 2008 – June 30, 2009 vacation year.
- Assuming no breaks in service, Employee A will achieve fifteen (15) years of continuous service on January 15, 2015, and as per 11.1 c) Employee A will be entitled to five (5) weeks of vacation during the July 1, 2014 – June 30, 2015 vacation year.
- Assuming no breaks in service, Employee A will achieve twenty-one (21) years of continuous service on January 2021, and as per 11.1 d) Employee A will be entitled to six (6) weeks of vacation during the July 1, 2020 – June 30, 2021 vacation year.



## The Winnipeg School Division

1577 Wall Street East, Winnipeg, Manitoba R3E 2S5

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P.E. CLARKE M.Ed.  
Chief Superintendent

May 8, 2014

Mr. Paul Herrold  
The United Brotherhood of Carpenters & Joiners  
of America, Local Union No. 1515  
c/o 1395 Spruce Street  
Winnipeg, MB R3E 2V8

Dear Mr. Herrold,

### **Re: Letter of Understanding – Parenting Leave**

The parties to the Collective Agreement between The Winnipeg School Division and The United Brotherhood of Carpenters & Joiners of America, Local Union No. 1515 agree that the Division will utilize the following principles and protocol in considering applications for sick leave coverage for disability arising out of pregnancy, labour and delivery, and recovery from same:

1. Pregnancy, labour and delivery, and recovery therefrom may give rise to a period of disability such that an employee will be entitled to sick leave benefits under the collective agreement.
2. The period of disability occasioned by pregnancy, labour and delivery, and recovery therefrom will vary in each individual case depending upon the circumstances involved.
3. An employee who is pregnant or on maternity leave may file an application for sick leave with the Division for disability relating to the pregnancy, labour and delivery no later than one calendar month following the date of delivery. Attendant upon this application the employee will be required to provide the Division with information respecting the medical practitioners involved in her case and to sign a release allowing the Division to correspond with such individual(s) to obtain medical information relevant to the leave application.
4. Upon the request of the employee, the Division shall provide the employee with copies of all medical information received from her medical practitioners in relation to sick leave coverage for disability arising out of pregnancy, labour and delivery, to the employee within a reasonable period of time of receipt of same.
5. Upon receipt of adequate medical information, the Division will consider the application for sick leave, and will pay sick leave benefits for such period of time as is supported by such information. Individual employees retain their rights to grieve under the collective agreement in the event they disagree with the Division's disposition of their leave application.
6. This protocol does not affect the Division's existing procedures respecting the application for and granting of maternity and parental leaves of absence.

7. The Division retains its right to amend this protocol upon notification to the Union, and in such event the Union retains its right to process a policy grievance concerning any such amendment.

Yours sincerely,

P. E. Clarke  
Chief Superintendent

This will confirm the Union's agreement with the understanding set forth in the above letter as of this

8<sup>th</sup> day of May, A.D., 2014.

**THE UNITED BROTHERHOOD OF CARPENTERS  
& JOINERS OF AMERICA, LOCAL UNION NO.  
1515**

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Local Union Representative

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Local Union Representative





**The Winnipeg School Division**

1577 Wall Street East, Winnipeg, Manitoba R3E 2S5  
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**P.E. CLARKE M.Ed.**  
Chief Superintendent

May 8, 2014

Mr. Paul Herrold  
The United Brotherhood of Carpenters & Joiners  
of America, Local Union No. 1515  
c/o 1395 Spruce Street  
Winnipeg, MB R3E 2V8

Dear Mr. Herrold,

**Re: Letter of Understanding – Application of Article 16.2: Hours of Work and Overtime**

The following sets out the basis of an understanding made between The Winnipeg School Division and the United Brotherhood of Carpenters & Joiners of America, Local Union No. 1515.

The Winnipeg School Division gives assurance that if the Division establishes a shift beyond the regular work day it shall use the following procedure:

- a) Staff will be asked if anyone wishes to work the alternate shift. If a staff member(s) volunteers, that staff member(s) shall be selected.
- b) If no one from the staff wishes to work the alternate shift the Division shall have the right to appoint junior staff member(s) in the classification to the alternate shift.
- c) New employees hired after January 16, 2012 to positions within the maintenance staff shall be informed that regardless of the foregoing protocol, they may be assigned to work an alternate shift pattern.

Yours sincerely,

P.E. Clarke  
Chief Superintendent

This will confirm the Union's agreement with the understanding set forth in the above letter as of this

8<sup>th</sup> day of May, A.D., 2014.

**THE UNITED BROTHERHOOD OF CARPENTERS  
& JOINERS OF AMERICA, LOCAL UNION NO.  
1515**

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Local Union Representative

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Local Union Representative



**The Winnipeg School Division**

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**P.E. CLARKE M.Ed.**  
Chief Superintendent

May 8, 2014

Mr. Paul Herrold  
The United Brotherhood of Carpenters & Joiners  
of America, Local Union No. 1515  
c/o 1395 Spruce Street  
Winnipeg, MB R3E 2V8

Dear Mr. Herrold,

**Re: Letter of Understanding – Jury Duty**

The following sets out the basis of an understanding made between The Winnipeg School Division and the United Brotherhood of Carpenters & Joiners of America, Local Union No. 1515.

The Division policy will apply for individuals called for jury duty. Once the Division has successfully negotiated a five (5) day cap on jury duty with all of its non-teaching employee groups, the United Brotherhood of Carpenters and Joiners of America, Local Union No. 1515, understands that the Division will amend its policy to reflect the change.

Yours sincerely,

P.E. Clarke  
Chief Superintendent

This will confirm the Union's agreement with the understanding set forth in the above letter as of this

8<sup>th</sup> day of May, A.D., 2014.

**THE UNITED BROTHERHOOD OF CARPENTERS  
& JOINERS OF AMERICA, LOCAL UNION NO.  
1515**

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Local Union Representative

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Local Union Representative



**The Winnipeg School Division**  
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P.E. CLARKE M.Ed.  
Chief Superintendent

May 8, 2014

Mr. Paul Herrold  
The United Brotherhood of Carpenters & Joiners  
of America, Local Union No. 1515  
c/o 1395 Spruce Street  
Winnipeg, MB R3E 2V8

Dear Mr. Herrold,

**New Letter of Understanding Re: Broken Tools**

The loss of ordinary hand tools of the trade making up part of the collective agreement is not restricted, nor inclusive of all the hand tools required for tools that are covered by a manufacture warranty. The Division will be responsible for replacement of employee supplied hand tools that are broken during normal work activities if the supplier does not replace or fix the tool. Employees will make every effort to utilize the warranty on the tools with the supplier prior to approaching the Division. Claim for broken tools must be submitted in writing together with an explanation of failure, the value thereof, and provide the broken tool to the Division as evidence of loss. Such claims must be submitted within ten (10) days of loss.

Yours sincerely,

P.E. Clarke  
Chief Superintendent

This will confirm the Union's agreement with the understanding set forth in the above letter as of this

8<sup>th</sup> day of May, A.D., 2014.

**THE UNITED BROTHERHOOD OF CARPENTERS  
& JOINERS OF AMERICA, LOCAL UNION NO.  
1515**

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Local Union Representative

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Local Union Representative