

**COLLECTIVE AGREEMENT**

**between**

**THE WINNIPEG SCHOOL DIVISION**

**and**

**THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA, LOCAL UNION NO. 254**

**covering the period**

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

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THIS AGREEMENT made in duplicate this 8<sup>th</sup> day of September A.D., 2014

BETWEEN:

**THE WINNIPEG SCHOOL DIVISION**

Hereinafter called the "Division"  
of the First Part,

- and -

**THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA, LOCAL UNION NO. 254**

Hereinafter called the "Union"  
of the Second Part.

**ARTICLE 1: PURPOSE**

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: TERM OF AGREEMENT AND NEGOTIATIONS FOR RENEWAL**

- 2.1 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**.
- 2.2 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 Employer shall meet for the purpose of negotiating any proposals to amend, add to or negotiate a new Agreement, and it is agreed that should such negotiations be carried on after **April 22, 2016** or any other such anniversary date thereon, this Agreement shall continue to be in force and effect.

**ARTICLE 3: DISPUTES, GRIEVANCE PROCEDURE AND ARBITRATION**

- 3.1 **Step 1** If an 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 District Maintenance Supervisor. After due consideration of the grievance, the District Maintenance Supervisor concerned shall, within four (4) days, give a reply in writing.
- Step 2** If the reply of the District Maintenance Supervisor is not satisfactory to the employee concerned, the grievance may within five (5) days, be referred to the District Maintenance Manager.

Within five (5) days after a grievance has been referred to the District Maintenance Manager, the 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 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 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.

- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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 bypassed.
- 3.6 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.
- 3.7 Wherever referred to in this Agreement the term "Director of Buildings" shall mean the Director of Buildings for the Division.

#### **ARTICLE 4: MANAGEMENT GRIEVANCES**

- 4.1 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 any employee, as provided for in this Agreement.

#### **ARTICLE 5: STRIKES AND LOCKOUTS**

- 5.1 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.

- 5.2 It is agreed by the Division that there shall be no lock-out during the life of this Agreement or while negotiations for a renewal of this Agreement are in progress.
- 5.3 It shall not be a violation of this Agreement for members to refuse to cross any legal picket line.
- 5.4 It is agreed by the Union and Division that in the event of a strike or lockout the initiating party shall provide the other party with at least seven (7) calendar days' notice prior to such action.

#### **ARTICLE 6: COMPASSIONATE LEAVE**

- 6.1 (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.**
- 6.1 (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 the 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.**
- 6.2 An employee will be granted, upon the death of a relative who is not a member of the immediate household, one (1) days' 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) kilometres from the perimeter of the City of Winnipeg.
- For the purposes of this Article a relative is defined as an aunt, uncle, cousin, niece or nephew.
- 6.3 a) An employee will be granted, upon the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchild, leave of three (3) consecutive working days without a salary deduction.
- b) 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 6.3 (a). If the funeral is held further than one hundred (100) kilometres from the perimeter of the City of Winnipeg an additional one-half ( $\frac{1}{2}$ ) day will be granted.
- 6.4 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) kilometres from the perimeter of the City of Winnipeg.
- 6.5 For the purposes of this Article "spouse" shall include a person of the same or opposite gender with whom an 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.
- 6.6 The Division shall grant other compassionate leave requests as per the Employment Standards Code. During compassionate Leave an employee shall continue to accumulate and retain seniority.

**ARTICLE 7: SICK LEAVE**

- 7.1 The Division shall provide sick leave for its employees against loss in income sustained because of illness or injury, 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.
- 7.2 (i) 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 1¼ days per month;
  - ▶ during the 3<sup>rd</sup> year of continuous service 1⅔ 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.
- 7.3 All permanent employees in the bargaining unit who have surpassed the one hundred and eighty (180) day ceiling outlined in Article 7.2, shall not accrue additional days, but will be entitled to carry forward the full amount accrued to June 30, 2001.
- 7.4 The period of sick leave allowed to an employee may be increased at the discretion of the Board.
- 7.5 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.
- 7.6 The Division may require an employee to provide a certificate from a duly qualified medical practitioner on or 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.
- 7.7 Employees withdrawing from the Division or on unpaid leave of absence for whatever reason shall not be paid for any sick leave credits accumulated due to length of service.
- 7.8 Sick leave is not payable to an employee who is engaged in employment for wage or profit with another employer.
- 7.9 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.
- 7.10 The full Employment Insurance Commission rebate shall be retained by the Division.

**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 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, Seniority.

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) A temporary employee is a person 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 between the employee affected and the Division shall be given to the local Union and 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 the Division's group life insurance, or pension plan.
- (e) It is mutually agreed that the Division shall contribute to the Piping Industry Trusts Fund as outlined in this Article. All monies payable to the Trusts Fund are to be remitted to the Local 254 Piping Industry Trusts Fund.
  - (i) In addition to the hourly rate payable to the employee, the employer shall contribute to the Piping Industry Trusts Fund as provided herein. Remittances on behalf of the employees for amounts withheld through payroll deduction will be forwarded to the Piping Industry Trusts Fund along with employer contributions.

Pension:

<b>Effective May 1, 2013</b> Employer's contribution	<b>\$5.61 per hour</b>
<b>Effective May 1, 2014</b> Employer's contribution	<b>\$5.86 per hour</b>
<b>Effective May 1, 2015</b> Employer's contribution	<b>\$6.11 per hour</b>

Health and Welfare:

<b>Effective May 1, 2013</b> Employer's contribution	<b>\$0.51 per hour</b>
Employee's contribution	<b>\$1.43 per hour</b>

**Effective May 1, 2014**

Employer's contribution  
Employee's contribution

**\$0.71 per hour**  
**\$1.23 per hour**

**Effective May 1, 2015**

Employer's contribution  
Employee's contribution

**\$0.91 per hour**  
**\$1.03 per hour**

Training Fund:**Effective May 1, 2013**

Employer's contribution  
Employee's contribution

**\$0.31 per hour**  
**\$0.17 per hour**

**Effective May 1, 2014**

Employer's contribution  
Employee's contribution

**\$0.41 per hour**  
**\$0.17 per hour**

**Effective May 1, 2015**

Employer's contribution  
Employee's contribution

**\$0.51 per hour**  
**\$0.17 per hour**

- (ii) Remittances to all Trust Funds will be made on the basis of full or half hours earned. These remittances shall be submitted monthly on forms supplied by the Administrator of the Local 254 Piping Industry Trusts Fund on or before the 10<sup>th</sup> day of the month following the month for which such contributions are payable, such forms to list employees and hourly contributions for each employee. A copy of the above mentioned form is to be retained by the Employer and the remaining copies to be forwarded with one cheque made payable to "The Piping Industry Trusts Fund", covering all contributions, to the Administrator of the Local 254 Piping Industry Trusts Fund.
- (iii) Save and except for the express responsibilities set out in this Article, the Union acknowledges and agrees that the Division neither has not assumes any responsibility whatsoever with respect to any aspect of the benefit plans herein referenced.
- (f) If a temporary employee is appointed to the permanent staff, date of entry for seniority purposes shall be established according to Article 10.1(b). 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 Piping Industry Trusts Fund.
- (g) A temporary employee shall accumulate one (1) day of sick leave for each consecutive month of completed service. Sick leave is non cumulative from term to term and may be used in accordance with the terms of Article 7.1 of this collective agreement.
- (h) When there has to be a break in service for a term employee it will be for a **minimum** one (1) day.

**ARTICLE 9: DISABLED EMPLOYEES PREFERENCE**

- 9.1 That 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 their regular duties, shall be given preference to any light work available in the trade at the salary payable at the time for the position to which the employee is assigned. Any employee temporarily disabled who has been retired on Disability Pension on certification by Medical Practitioners (as provided for in By-law 1018 of the Division) that such employee is capable of performing light work, and if such light work is available, may be removed from the list of pensioners under said By-law 1018 and be given such light employment.



**ARTICLE 10: SENIORITY**

- 10.1 (a) That 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 the employee's assignment to the staff; and
- (b) That 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 first to be re-hired. Seniority shall continue for twelve (12) months from date of lay-off.
- 10.4 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 Production Supervisor or the Foreman; or
- (f) failure to contact the appropriate District Maintenance Manager or District 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.
- 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.
- 10.5 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.

10.6 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; 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.

10.7 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 purposes 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 employee's 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 employee's 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 the 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.
- (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.

## 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. <b>Louis Riel Day</b> | 8. Labour Day                         |
| 3. Good Friday           | 9. Thanksgiving Day                   |
| 4. Last Monday in March  | 10. Remembrance Day                   |
| 5. <b>Victoria Day</b>   | 11. Christmas Day                     |
| 6. Canada Day            | 12. Boxing Day                        |

(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 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> 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.

The Parties agree to amend 11.2 (e) as follows:

(e) Employees shall be entitled to statutory holiday pay for the holidays listed in Article 11.2 (a) in accordance with the Employment Standards Code of the Province of Manitoba.

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

12.1 Employees desiring to observe recognized religious holy leave will be allowed up to (3) three days time off through one of two options:

- i) time off in lieu of working Easter Monday, Christmas Day or Boxing Day; or
- ii) mutually agreed to alternate arrangements such as vacation, accumulated time or leave without pay.

12.2 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 with 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.

12.3 Employee 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.

12.4 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.

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 SECURITY**

- 13.1 All employees of the Division covered by this Agreement shall be members in good standing of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union No. 254.
- 13.2 The Union shall have the right to appoint one (1) shop steward for every ten (10) employees. The Division shall be notified in writing of the names of Union Stewards so appointed.
- 13.3 There shall be no discrimination against the Steward on account of any lawful action the Steward may take on behalf of the Union or another employee.
- 13.4 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 Journeyman Plumbers 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.
- 13.5 The Division hereby agrees to deduct monthly union dues for each employee and remit same to the Union not later than the 10<sup>th</sup> day of the following month.

### **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 employee 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 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 (1) hour at double time will be paid to compensate the time spent travelling 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 travelling time.
- 16.4 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 (1) year, which accumulation of overtime may be taken by the employee absenting himself 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 Supervisor. The decision of the District Maintenance 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 Supervisor's decision will not be subject to the provisions of Article 3: 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**

The Parties agreed to the following adjustments to the agreement rates:

- 17.1 Effective:
- |             |                |
|-------------|----------------|
| May 1, 2013 | \$34.56        |
| May 1, 2014 | <b>\$35.32</b> |
| May 1, 2015 | <b>\$36.13</b> |
- 17.2 A Journeyman Plumber/Steamfitter employed by the Division as a lead hand on an "as needed basis" shall be paid five percentum (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 plumber is a journeyman having under their direction more than two (2) but less than ten (10) journeymen.
- 17.3 It is recognized that the position of Foreman and Assistant Foreman is superior to Lead Hand. These positions are not covered by this Agreement. Each such person shall make their own Agreement with the Division.

17.4 Wages shall be paid biweekly by cheque mailed to the address designated by the employee or by direct deposit, at the option of the Division. A statement showing detail of earnings, overtime and deductions shall be provided.

17.5 If and when the Division hires apprentices, a minimum of third year apprentices will be hired. Such apprentices shall be paid:

- 70% of journeyman's rate in the third year,
- 80% of journeyman's rate in the fourth year, and
- 93.5% of journeyman's rate in the fifth year.

For the purposes of this agreement, apprentices shall be considered temporary employees.

#### 17.6 **Health and Welfare Plan for Permanent Employees**

- i. Permanent employees of the division will be included in the United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 254 Health and Welfare Plan.
- ii. Permanent employees shall contribute both the employees and employers portion of the premium to the plan.
- iii. The Division will make monthly deductions of the premiums noted in point (ii). Above and forward to the Local 254 Piping Industry Trust Fund on or before the 10<sup>th</sup> day of the month following the month for which such premiums are payable.
- iv. 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 legal action arising as a result of this agreement provided, however that should the Union so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

### **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 An employee, who is required by the Division to drive a motor vehicle as such vehicle is defined by the Highway Traffic Act, Chapter H60 of the continuing consolidated Statutes of Manitoba, and which motor vehicle is owned or rented by the Division, shall be reimbursed by the Division for the cost of the basic insurance premium payable with the employee's driver's license which reimbursement shall not exceed thirty-five dollars (\$35.00) for a full year of service with the Division. If service with the Division is for less than one (1) year the amount payable hereunder shall be prorated.

#### 18.3 **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 plumber'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.
- 19.2 The employee must accept reasonable 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 employee's superior.
- 19.3 Any employee found misusing tools supplied by the Division may be held responsible.
- 19.4 Responsibility for normal wear and tear of tools supplied by the Division is accepted by the Division on return of broken or worn tools.
- 19.5 (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 19.5 (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 pro rated based on the length of the year worked. All employees, as a condition of employment, are required to wear C.S.A. approved safety footwear.

**ARTICLE 20: WORKING CONDITIONS**

- 20.1 This Agreement covers the rates of pay, rules and working conditions of all journeymen plumbers and steamfitters, and apprentices engaged in the installation and maintenance of plumbing and pipe fitting systems, component parts thereof, and shall mean without limitation the handling, fabricating, assembling, erecting and repairing of pipe regardless of composition, whether metallic or non-metallic performed by such journeymen in the plumbing and pipe fitting industry, viz, plumbing, steamfitting, process piping used above or below ground, all heat treating and stress relieving of pipe, all welding, tacking and burning connected with the above, and shall include the assembling, erecting, installing, dismantling, repairing, reconditioning, adjusting, altering, servicing, handling, unloading, distributing and reloading of all materials, appurtenances and equipment including all hangers and supports of every description.
- 20.2 **The provisions of the Workplace Safety and Health Act of the Province of Manitoba shall apply.**

**ARTICLE 21: LEAVE OF ABSENCE FOR UNION BUSINESS**

- 21.1 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.
- 21.2 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 affected during the absence on leave. The Division shall submit to the Union a statement covering loss of time and the Union shall reimburse the Division for same.

- 21.3 When, for the purpose of negotiating a collective agreement with the Division or renewal there-of, 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 Section 157 hereof, for not more than three (3) members of the Union attending such meetings.

## **ARTICLE 22: JURY/WITNESS DUTY**

- 22.1 Any employee of the Division who is called to perform Jury Duty shall be paid the difference between their salary and the payment received for each day, partially or wholly, spent in performing such Jury Duty up to a maximum of five (5) working days per year and, provided that the employee otherwise would have been scheduled to work for the Division on such day or days. The employee of the Division shall make a claim for Jury Duty pay, in writing, to the Director of Human Resources or designate on a short leave request form and the employee shall present proof of service and the amount of payment received.
- 22.2 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.

## **ARTICLE 23: RESPECTFUL WORKPLACE**

- 23.1 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 principle 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.

## **ARTICLE 24: NO DISCRIMINATION**

- 24.1 The Parties accept the principle of equality of opportunity for all in respect to an Employee's terms and conditions of employment, advancement and membership in the Union based on bona fide qualifications. Therefore, the Parties agree that with respect to the foregoing, except as otherwise provided in this Collective Agreement or by statute, there shall not be discrimination, interference, restriction or coercion exercised or practices on any Employee because of age, race, language, creed, colour, ancestry, national or ethnic origin, political or religious affiliation or belief, lay or clerical status, sex, sexual orientation, marital or family status, physical or mental disability, source of income, membership or activity in the Union.
- 24.2 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 to ensure there is no additional cost to the Division.



**ARTICLE 25: OVERPAYMENTS**

- 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 8th day of September, 2014.

The Winnipeg School Division

The United Association of Journeymen  
and Apprentices of the Plumbing and Pipe  
Fitting Industry of the United States &  
Canada, Local Union 254

\_\_\_\_\_  
Chair of the Board

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

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

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

## **LETTER OF CLARIFICATION RE: ARTICLE 11 – ANNUAL VACATIONS**

The employer and the Union agree that changes in vacation entitlement as per 11.b, c and d will occur in the vacation year in which the employee's 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 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 15, 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  
and  
THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA, LOCAL UNION NO. 254  
covering the period  
May 1, 2013 to April 22, 2016

Pursuant to Article 19.1 of the Collective Agreement, it has been agreed by both parties that the following list of ordinary hand tools of the trade are to be supplied by Journeymen employed by the Division - on a permanent or temporary basis:

PLUMBERS

1	each Pipe Wrench, 8 inch to 14 inch
1	Basin Wrench
1	10 inch Crescent Wrench
1	Standard Pliers
1	6 inch Torpedo Level
1	Hacksaw
1	2 inch Tube Cutter
1	each Screw Driver, Flat/Robertson/Philips
1	Hammer
1	12 Foot Tape
1	Cape Chisel
1	Plumb Bob
1	each Channel Lock Pliers, 6 inch to 10 inch
1	Tool Box

STEAM FITTERS

1	each Pipe Wrench, 8 inch to 14 inch
1	6 inch Torpedo Level
1	Hacksaw
1	each Screw Driver, Flat/Robertson/Philips
1	Hammer
1	12 Foot Tape
1	Tool Box

CONTROLS

1	Pocket Thermometer
1	each Crescent Wrenches, 6 inch to 10 inch
1	each tube cutters, 1/4 inch to 1/8 inch
1	each Screw Drivers, complete set
1	each Pliers, Needle Nose/Channel Lock/Combination/Vise Grips
1	each Pipe Wrench, 8 inch to 14 inch
1	Side Cutter
1	Voltmeter
1	12 Foot Tape
1	Tool Box

**\*NOTE:** Refrigeration Mechanics, when working on related controls work, will in addition to the above provide the following:

1	Refrigeration Test Manifold
1	Tube Flaring Kit



**THE WINNIPEG SCHOOL DIVISION**

1577 WALL STREET EAST, WINNIPEG, MANITOBA R3E 2S5  
TELEPHONE: (204) 775-0231  
FAX: (204) 772-6464

**PAULINE CLARKE**  
Chief Superintendent

September 8, 2014

Mr. Heiko Wiechern, Business Manager  
The United Association of Journeymen &  
Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States & Canada, Local 254  
34 Higgins Avenue  
Winnipeg, MB R3B 0A5

Dear Mr. Wiechern,

The parties have agreed to execute the following:

The parties 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 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 absences.
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,

Pauline Clarke  
Chief Superintendent

This will confirm the unions' agreement with the understanding set forth in the above letter as of this 8th day of September, A.D., 2014.

The United Association of Journeymen &  
Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States & Canada, Local 254

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Business Manager

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Local Union Representative



**THE WINNIPEG SCHOOL DIVISION**

1577 WALL STREET EAST, WINNIPEG, MANITOBA R3E 2S5  
TELEPHONE: (204) 775-0231  
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**PAULINE CLARKE**  
**Chief Superintendent**

September 8, 2014

Mr. Heiko Wiechern, Business Manager  
The United Association of Journeymen & Apprentices of the  
Plumbing and Pipe Fitting Industry of the United States &  
Canada, Local 254  
34 Higgins Avenue  
Winnipeg, MB R3B 0A5

Dear Mr. Wiechern,

**RE: LETTER OF UNDERSTANDING - PERMITS**

Current members of the bargaining unit (employed prior to March 7, 2005) will make every reasonable effort to obtain the appropriate license to enable them to obtain permits for work they are doing within the Division.

On the basis that such course(s) and upgrading of that course for current employees requiring a license for permits is taken at a Division approved centre, the Division will pay the license and registration fees and for time spent taking the course at the straight time rate.

There will be no repercussion of lay-off of current employees (employed prior to March 7, 2005) who fail the course for obtaining such permits.

Yours sincerely,

Pauline Clarke  
Chief Superintendent

This will confirm the unions' agreement with the understanding set forth in the above letter as of this 8th day of September, A.D., 2014.

The United Association of Journeymen &  
Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States & Canada, Local 254

\_\_\_\_\_  
Business Manager

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



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**Chief Superintendent**

September 8, 2014

Mr. Heiko Wiechern, Business Manager  
The United Association of Journeymen &  
Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States & Canada, Local 254  
34 Higgins Avenue  
Winnipeg, MB R3B 0A5

Dear Mr. Wiechern,

**RE: LETTER OF UNDERSTANDING – LOSS OF ORDINARY HAND 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,

Pauline Clarke  
Chief Superintendent

This will confirm the unions' agreement with the understanding set forth in the above letter as of this 8th day of September, A.D., 2014.

The United Association of Journeymen &  
Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States & Canada, Local 254

\_\_\_\_\_  
Business Manager

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September 8, 2014

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The United Association of Journeymen & Apprentices of the  
Plumbing and Pipe Fitting Industry of the United States &  
Canada, Local 254  
34 Higgins Avenue  
Winnipeg, MB R3B 0A5

Dear Mr. Wiechern,

The parties have agreed to execute the following:

Effective the first pay period following the date of ratification, the Division will provide a temporary market adjustment of ten percent (10%) for a Journeyman that requires an A gas ticket. It is understood that this market adjustment will expire April 22, 2016.

Yours sincerely,

Pauline Clarke  
Chief Superintendent

This will confirm the unions' agreement with the understanding set forth in the above letter as of this 8th day of September, A.D., 2014.

The United Association of Journeymen &  
Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States & Canada, Local 254

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Business Manager

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Local Union Representative