

COLLECTIVE AGREEMENT

PINE CREEK SCHOOL DIVISION

CUPE LOCAL 3344

JULY 1, 2018 TO JUNE 30, 2022

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**CUPE COLLECTIVE AGREEMENT
TABLE OF CONTENTS**

ARTICLE 1:	Preamble	1
ARTICLE 2:	Recognition	2
ARTICLE 3:	No Discrimination.....	3
ARTICLE 4:	Check-Off of Union Dues	3
ARTICLE 5:	Labour Management Bargaining Relations	4
ARTICLE 6:	Grievance Procedure.....	4
ARTICLE 7:	Arbitration	5
ARTICLE 8:	Discharge and Suspension	6
ARTICLE 9:	Seniority and Probation	6
ARTICLE 10:	Promotion and Staff Changes	8
ARTICLE 11:	Layoff and Recall.....	9
ARTICLE 12:	Hours of Work	11
ARTICLE 13:	Overtime	12
ARTICLE 14:	Statutory Holidays	13
ARTICLE 15:	Vacations	14
ARTICLE 16:	Sick Leave	16
ARTICLE 17:	Leave of Absence.....	17
ARTICLE 18:	New Positions	20
ARTICLE 19:	Paydays and Benefit Plans	21
ARTICLE 20:	Bulletin Boards	22
ARTICLE 21:	Personal Vehicle Use	22
ARTICLE 22:	Term of Agreement.....	22
LETTER OF UNDERSTANDING:	Contracting Out.....	24
LETTER OF UNDERSTANDING:	Pension Plan.....	25
APPENDIX A:	Salary Schedule.....	26

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ARTICLE 1 - PREAMBLE

BETWEEN PINE CREEK SCHOOL DIVISION
(hereinafter referred to as the "Division")

OF THE FIRST PART

AND CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3344
(hereinafter referred to as the "Union")

OF THE SECOND PART

01.01 This agreement covers all employees as outlined by Manitoba Labour Board certificate number 4324 as issued by the Manitoba Labour Board and/or as listed in Schedule A except casual employees, temporary employees and students, those excluded by the Act and those positions that the parties may, from time to time, agree on as being excluded from this Collective Agreement.

01.02 It is the objective of the parties that the obligation of the School Division for successful execution and fulfilment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

It is, therefore, the intent of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Division, the Union and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interference with the work of the Division during the life of this Agreement, to recognize the value of joint discussions on certain matters pertaining to working conditions, hours or work, wage scales and to encourage efficiency in operations and to promote harmonious relations between the Division, its employees and the Union.

01.03 Definitions

- a) "Full-time employee" and "part-time employee" means an employee who works on a regular and recurring basis.
- b) "Term 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 but in no event will this period of time exceed twelve (12) continuous calendar months. A term employee is not covered by this Agreement; however, the employer agrees to pay not less than the start rate of the position to which the person is assigned.

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Term employees are also entitled to earn sick leave as per Article 16 – Sick Leave with the exception of Article 16:01 (g).

If a term employee becomes a regular employee, with no break in service, seniority shall commence from the first day of the last term of temporary assignment preceding appointment as a regular employee. A term employee who becomes a regular employee will be required to serve the probationary period as outlined in Article 9.01.

- c) "Casual employee" means a person who is employed on an irregular and unscheduled basis for ten (10) consecutive working days or less. A casual employee is not covered by this Agreement; however, the Employer agrees to pay not less than the start rate of the position to which the person is assigned.

ARTICLE 2 - RECOGNITION

- 02.01 The Union recognizes the right of the Division to determine matters in respect to employment subject to the provisions of the work force; including the right to hire, suspend or discharge for just cause; to assign to jobs; to classify; to promote; to transfer employees among the schools; to increase; decrease or re-organize the work force; to determine the services necessary for the most efficient operation of the schools is clearly a function of management and is vested exclusively in the Division or its agent. The Division agrees that it will not exercise any of the foregoing rights of this clause in a discriminatory manner.
- 02.02 The Division agrees that any exercise of rights and powers under this Article in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.
- 02.03 The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division.
- 02.04 The School Division shall have the right at any time to adopt, effect, alter and enforce rules and regulations not in conflict with the terms of this Agreement.
- 02.05 Access Agreement
Representatives of the Canadian Union of Public Employees, with the prior approval of the Superintendent responsible for personnel or his/her designate, shall be given access to the Division's premises at a time and place mutually agreed upon.

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ARTICLE 3 - NO DISCRIMINATION

- 03.01 The Union and the Division agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for any reason as defined in the Human Rights Code (including, but not limited to, age, race, sex, colour, political or religious affiliation); or by reason of his/her membership or non-membership in a Trade Union.
- 03.02 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 04.01 All employees who come under the scope of this Agreement shall, effective from the date of signing this Agreement, have an amount equal to the current monthly union dues deducted by the Division for each month's pay. Such dues shall be forwarded to the National Secretary-Treasurer of CUPE, together with a list of the names of the employees from whom deductions have been made, and the amount of deductions, by the 15th day of the month following the deductions.
- 04.02 The Union shall notify the Division in writing of any changes in the amount of dues at least two (2) months in advance of the end of the pay period in which monthly deductions are to be made.
- 04.03 (a) For new employees, payroll deductions shall become effective from the start of the first pay period immediately following the commencement of employment.
- (b) Union dues shall not be deducted from persons classified as casual employees, temporary employees, or students.
- (c) the Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, action and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the deduction of union dues as provided for in this Article.

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ARTICLE 5 - LABOUR MANAGEMENT BARGAINING RELATIONS

05.01 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union. The Union will advise the Division of the Union nominees to the Committee.

05.02 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Division. The Division may at any time have the assistance of representatives of its Association or advisors.

05.03 Meeting of Committee

In the event either party wishes to call a bargaining meeting, or a labour/management meeting, the meeting shall be held at a time and place by mutual agreement.

05.04 The Union and the Division agree to exchange annually or as changes occur, a list of officers and authorized representatives.

ARTICLE 6 - GRIEVANCE PROCEDURE

06.01 Should a dispute arise between the Division and any employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

The grievance shall be submitted, in writing, stating the Article in the Collective Agreement violated and the solution sought, within ten (10) working days of the alleged incident. In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within ten (10) working days of the said employee returning to work. Replies to grievances shall be in writing at all stages.

06.02 Step 1 - The aggrieved employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing to his/her immediate non-unionized supervisor. The supervisor shall render his/her decision within five (5) working days after receipt of the grievance.

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- 06.03 Step 2 - Failing satisfactory settlement within ten (10) working days after the grievance was submitted under Step 1, the grievance may be submitted to the Superintendent. The Superintendent shall render his decision within five (5) working days after receipt of such submission.
- 06.04 Step 3 - Failing settlement being reached in Step 2, the grievor will submit the written grievance to the Board of Trustees who shall render their decision within ten (10) working days after the next regularly scheduled Board meeting; however, the Board's response shall not be later than twenty (20) calendar days from the request.
- 06.05 Step 4 - Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their intent to proceed, or not to proceed, to arbitration within twenty (20) working days.
- 06.06 In cases of discharge, suspension or layoffs and recalls, Step 1 of the Grievance Procedure may be by-passed.
- 06.07 The time limits in the Grievance Procedure may be extended by consent of the parties to this Agreement in writing.
- 06.08 Employee representatives of the Union, who are members of the grievance committee, shall have the privilege of attending joint Union-Division meetings of this committee when scheduled during working hours without loss of pay.

ARTICLE 7 - ARBITRATION

- 07.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.
- 07.02 Within fourteen (14) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. These two arbitrators shall appoint a third person who shall be mutually satisfactory to both parties, to act as chairperson.
- 07.03 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within fourteen (14) days, the appointment shall be made by the Minister of Labour upon the request of either party.
- 07.04 Who May Be an Arbitrator

No person shall be selected as a member of an Arbitration Board who:

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- (a) Is acting, or has in a period of twelve (12) months preceding the date of his/her appointment acted, in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties.
 - (b) Has any pecuniary interest in the matter referred to the Arbitration Board.
- 07.05 The decision of the Arbitration Board shall be final and binding and enforceable on both parties, but in no event shall the Board of Arbitration alter, modify or amend this Agreement in any respect.
- 07.06 Each party shall pay the fees and expenses of its appointee and one-half of the fees and expenses of the Chairperson.
- 07.07 The time limits in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement in writing.
- 07.08 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply mutatis mutandis to the single arbitrator.

ARTICLE 8 - DISCHARGE AND SUSPENSION

- 08.01 The Union Secretary will be notified of the name of any employee suspended or discharged.

ARTICLE 9 - SENIORITY AND PROBATION

- 09.01 Every employee shall be placed on probation from the date on which employment commenced for a three (3) month period with an additional three (3) months if further evaluation is required. If the additional three (3) months is required, the employee and the Union must be notified in writing two (2) weeks prior to the conclusion of his/her first three (3) months that his/her probationary period has been extended along with the reason for the extension. Should the probationary period be extended to the full six (6) months, two (2) weeks' notice shall be given prior to retention or release.
- 09.02 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not be entitled to grieve or arbitrate a matter related to suspensions or discharge.
- 09.03 After completion of the probationary period an employee's seniority shall be effective from the most recent date of hire.

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- 09.04 a) Seniority shall be defined as the length of continuous service in the bargaining unit from the most recent date of hire.

For employees employed on a ten (10) month basis, because of the nature of their positions due to the closing of schools during July and August, the ten (10) months basis of employment shall be construed as one year's service for the purpose of seniority.

- b) Seniority shall be one of the factors used in determining preference or priority for promotions, demotions, layoffs and recalls in accordance with the terms of other related Articles of this Agreement.
- c) Seniority shall be maintained and accumulated during:
- i) absence due to sickness or accident up to one (1) year;
 - ii) vacation or paid holidays;
 - iii) an authorized leave of absence of up to sixty (60) days.
- d) Seniority shall be maintained but not accumulated during:
- i) an authorized leave of absence in excess of sixty (60) days but less than one (1) year;
 - ii) a period of layoff less than one (1) year.
- e) Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- i) the employee is discharged for just cause and not reinstated,
 - ii) the employee resigns in writing,
 - iii) the employee is laid off for a period longer than one (1) year,
 - iv) the employee fails to return to work following an authorized leave of absence without a reason acceptable to the employer,
 - v) the employee does not return to work from layoff within ten (10) working days of being notified by registered mail to do so,
 - vi) the employee is retired.

- 09.05 A seniority list shall be prepared by the Division and revised annually, by January 1st of each year. The list will show the seniority of employees as at the previous July 1st. A copy of the list will be posted on bulletin boards and a copy given to the Union President. If an employee does not challenge the position of his/her name on the seniority list within the first ten (10) working days from the date his/her name first appeared on the seniority list or to errors or changes occurring subsequent to the posting of the previous seniority list, then he/she shall be deemed to have proper seniority standing. In the case where an employee is absent due to vacation, leave of absence or sick leave, an employee

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may protest an alleged omission or incorrect listing within ten (10) working days of his/her return to work.

ARTICLE 10 - PROMOTION AND STAFF CHANGES

- 10.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Division shall post notice of the position in the Division office and school staff rooms for a minimum of five (5) working days so that all members will know about the vacancy or new position.

When a vacancy occurs when schools are not operational, a copy of the posting will be emailed to each CUPE member at the last reported email address of the employee and/or posted on the Division's website and the union president will be advised that it has been posted.

- 10.02 In the process of filling vacant and new positions, qualifications, skill, and ability to meet the requirements of the position shall be the main criteria. When ability, skill and qualifications are equal, seniority shall prevail.

10.03 Promotions and Transfers

In making staff changes - promotions, transfers, layoffs, and subsequent recalls, the Division shall choose the employee whose qualifications, skill, ability best meet the requirements of the position.

- 10.04 Any employee upgraded to a higher classification shall be considered to be on a trial basis in his/her new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period, he/she shall be returned by the Division to a position similar to that previously held without loss of seniority or wages.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position or the equivalent with the former same wage or salary rate but without loss of seniority.

- 10.05 When an employee is relieving another employee in a higher paid classification as per Schedule "A" in excess of three (3) consecutive working days, he/she shall receive the next highest rate of pay, relative to the current rate of pay, of the higher classification for all time worked

Where a Head Custodian is absent, and the Division determines a replacement is necessary, the senior Assistant Custodian in the affected building shall normally be offered the replacement opportunity first.

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 With the exception of Education Assistants and Support Workers, Employees shall be laid off in reverse order of seniority provided the remaining employees **possess** the necessary ability, qualifications and skill to perform the work. Employees who are laid off will be placed on the reemployment list and called back in reverse order of lay-off provided that such employee possesses the qualifications, skill, and ability to perform the required work.
- 11.02 Employees shall remain on the reemployment list for a period of one (1) year after the date of layoff following which their employment with the Division shall be deemed to be terminated as per Article 9.04 e) iii).
- 11.03 Employees who are recalled and refuse a position that they are qualified to perform shall forfeit any further right to recall.
- 11.04 Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee.
- 11.05 These layoff and recall procedures shall not apply to in-service, administration or parent-teacher conference days nor normal Christmas, Spring or summer school closures.
- 11.06 Education Assistant and Support Worker Layoff Procedure

- a) In regards to layoffs during the school year, Education Assistants and Support Workers shall be laid off from the position that those employees hold if such position becomes surplus to the needs of the Division.

An Education Assistant or Support Worker who is to be laid off may elect to:

- (i) Be re-assigned to perform the work of the least senior employee within their classification or shall be assigned to replace the least senior employee within the Bargaining Unit, providing the employee possesses qualifications, skills, ability and suitability to perform the work.

Such employee displaced will be placed on lay-off and on the reemployment list as per Article 11.02.

OR

- (ii) Receive a layoff notice and be placed on the reemployment list as per Article 11.02. The employee will receive priority for recall to any vacant or new position that becomes available provided that such employee possesses the qualifications, skills, ability and suitability to perform the work.

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Education Assistants and Support Workers will be recalled in the order of their seniority provided that such employee possesses the qualifications, skills, ability and suitability to perform the required work in their classification, or other vacancy that may occur within the bargaining unit.

Education Assistants or Support Workers who are recalled and refuse a position that they are qualified to perform, and such position is of equivalent or greater hours than the last position held, shall forfeit any further right to recall and will be removed from the reemployment list.

Education Assistants or Support Workers who have been recalled to another classification (which may include a term position) may or may not accept the position without loss of recall rights to the next available position in their classification in accordance with this article. Education Assistants or Support Workers recalled to, and filling a position in another classification (which may include a term position), may elect to be placed in a position in their classification when placements are made at the end of the school year for the following school year.

Education Assistants or support Workers who accept a recall to a position that has fewer hours than the last position held, or employees who elect option (1), and where the reassigned position has fewer hours than the last position held, shall continue to be subject to recall to any vacant or new positions that become available that matches or exceeds their original hours.

In all cases seniority and the possession of the qualifications, skills, ability and suitability to perform the required work will prevail.

Where two Education Assistants or Support Workers possess the same start date with the division, seniority shall be determined by calculating the total hours worked for the employees concerned. The senior Education Assistants or Support Workers shall be the one with the most hours worked since their start date.

Education Assistants and Support Workers on layoff shall receive, where reasonably possible, preference for available hours.

Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee.

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These layoff and recall procedures shall not apply to in-service, administration or parent-teacher conference days nor normal Christmas or Spring or summer school closures.

b) Seasonal Summer Layoff

In regards to the normal summer layoff, Education Assistants and Support Workers will receive layoff notices prior to June 1st. The Division will accept, up to June 1st, written employee requests for consideration of changes in assignments. The Division will attempt to accommodate requests, but cannot guarantee a change in assignment.

Employees who are recalled and refuse a position that they are qualified to perform shall forfeit any further right to recall.

Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee.

These layoff and recall procedures shall not apply to in-service, administration or parent-teacher conference days nor normal Christmas or Spring closures.

ARTICLE 12 - HOURS OF WORK

12.01 The normal full-time hours of work shall be as outlined below. Part-time hours of work shall be determined by the Division based upon the services necessary for the most efficient operation of the schools. The assigned hours of work may be varied by the Division upon providing to the employee two (2) weeks' prior written notice.

12.02 a) Clerical - The work week for clerical personnel shall be five (5) days per week with two (2) days off. The hours worked shall be up to eight (8) hours per day and forty (40) hours per week.

b) Custodians - Custodians shall work on a regular schedule up to eight (8) hours per day, five (5) days per week.

c) Computer Technicians - The normal hours of work for computer technicians shall be eight (8) hours per day.

12.03 Education Assistants, Support Workers and Library Workers

The normal hours of work for Educational Assistants, Support Workers and Library Workers shall be those hours specifically assigned by the Division, up to a maximum of 7 hours per day.

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Education Assistants and Support Workers shall normally work the school year as set by the Division within the guidelines prescribed by the Minister of Education as set out in the Regulations to the Public Schools Act other than in-service days on which their services are not required. If Educational Assistants, Support Workers or Library Workers are required to attend in-service meetings they shall be paid their regular hourly rate for hours of attendance, or their regular daily wage, whichever is greater.

Education Assistants or Support Workers who receive written notice of a reduction in hours after September 30th of any school year may elect to accept the reduction, or to be laid off subject to recall in accordance with Article 11.

- 12.04 Employees shall be entitled to an uninterrupted paid fifteen (15) minute rest period for each three hours worked per day. Education Assistants and Support Workers shall be entitled to their rest periods at times when they are not required to be in contact with students in the course of their work day.

These rest periods are not cumulative and shall be taken at a time acceptable to the employee's supervisor.

ARTICLE 13 - OVERTIME

- 13.01 All overtime must be approved by the Division or designate.
- 13.02 When an employee is directed to work beyond their normal work day of 7, 7.5, or 8 hours per day, all hours worked over 8 hours shall be considered as overtime and shall be paid at one and one-half (1.5) times the employee's hourly rate. When an employee is directed to work on a statutory holiday, the employee will be paid at one and one-half (1-1/2) his/her regular rate of pay for all hours worked on the statutory holiday as well as his/her regular statutory holiday pay or another day off in lieu of pay.
- 13.03 Part-time employees, working less than seven (7) hours per day and who are required to work longer than the regular working day shall be paid at the rate of straight time for the hours so worked up to and including eight (8) hours in the working day and time and one-half (1-1/2) thereafter.
- 13.04 Call Back

An employee who is called into work outside his/her regular working hours, shall be paid a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regular hours and the work an employee is called in to do.

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- 13.05 Employees may elect to bank earned overtime, up to an equivalent of three (3) working days in any school year, such time to be taken at a mutually agreeable time. Any banked time earned but not taken before June 30th of any school year shall be paid out on final pay in June.

ARTICLE 14 - STATUTORY HOLIDAYS

- 14.01 All employees shall be eligible for the following holidays at their regular rates of pay:

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

Any other statutory holiday as proclaimed by the Province of Manitoba or the Government of Canada.

- 14.02 The observance of Remembrance Day in Manitoba is subject to the provisions of the Remembrance Day Act, and shall be observed on the day it occurs. Therefore, employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.
- 14.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Article 02, the employee shall be eligible to receive the holiday. However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as the holiday.
- 14.04 When a paid holiday occurs on Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Division.
- 14.05 When a statutory holiday occurs during an employee's annual vacation, the employee shall be allowed an additional day off at a mutually convenient time as agreed by the employee and the Division designate.
- 14.06 In order to qualify for payment for the above statutory holidays, the employee must have met the attendance requirements of "The Employment Standards Code".

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14.07 Effective 2012, an employee scheduled to work on Christmas Eve shall work until 1 pm and will be paid for their normal shift for the remaining hours.

14.08 Effective Date of Signing, a full-time employee scheduled to work on New Year's Eve shall work until 1:00 p.m. and will be paid for their normal shift for the remaining hours.

ARTICLE 15 - VACATIONS

15.01 The vacation entitlement shall be calculated based on the number of years of continuous service as at June 30th of each year.

15.02 Vacation entitlement for twelve (12) month employees or vacation pay for ten (10) month employees shall be as follows:

- a) Upon completion of an employee's first full year of continuous service, ten (10) days' vacation.
- b) Upon completion of an employee's third (3rd) year of continuous service, fifteen (15) days of vacation.
- c) Upon completion of an employee's ninth (9th) year of continuous service, twenty (20) days of vacation.
- d) Upon completion of an employee's fifteenth (15th) year of continuous service, twenty-five (25) days of vacation.
- e) Upon completion of an employee's twenty-fourth (24th) year of continuous service, thirty (30) days of vacation.

15.03 Vacation earned in any vacation year is to be taken in the following vacation year.

15.04 Vacation Periods

Twelve (12) month employees shall submit their preferred vacation period to the administration for approval, for their summer holidays (July and August) prior to May 1 of each year. Normally, work load permitting; vacations will be taken during July and August. Requests for vacation other than for the period of July and August shall be made in writing to Divisional Administration. Employees may take up to two (2) weeks any other time of the year with approval from Divisional Administration.

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15.05 Employees Who Resign

- a) An employee leaving the employment of the Division prior to the completion of one (1) full year of employment shall be paid vacation entitlement in accordance with Section 44(2) of the Employment Standards Act.
- b) Employees who resign with proper notice prior to the June 30th vacation calculation date shall be paid vacation entitlement pro rata based on years of continuous completed service in accordance with Article 15.02.

15.06 Employees on Leave of Absence

Where an employee has been granted a leave of absence as provided for in Article 17, for a period in excess of thirty-four (34) weeks, vacation earned up to the date of commencement of the leave of absence shall be paid out to the employee.

ARTICLE 16 - SICK LEAVE

- 16.01 (a) Sick leave is defined as the period in which an employee covered under this agreement may be absent from work, with pay, as a result of illness or injury.
- (b) Sick leave is not payable to an employee while gainfully employed at another job.
- (c) Employees shall accumulate entitlement for sick leave at a rate of one (1) day of sick leave for every nine (9) days of actual service, to a maximum of twenty (20) days per year but the total sick leave which shall be allowed to accumulate shall not exceed one hundred and twenty (120) days.
- (d) For the purposes of determining sick leave under the collective agreement:
- i) any day during which an employee is absent from work because of sickness does not constitute a part of actual service: and
 - ii) the number of days an employee is on sick leave with pay shall be deducted from his/her accumulated sick leave with pay entitlement.
- (e) Employees employed on a part-time basis with the Division, shall be granted sick leave with pay pro-rated basis on full-time equivalents.
- (f) Sick leave shall not continue to accrue while on any leave of absence without pay.
- (g) Employees shall be entitled to use up to five (5) days of sick leave per year to attend to an emergency illness or injury or medical appointment of that employee's parent, spouse or child.

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- (h) The employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- (i) In any instance where sick leave is payable and an employee is entitled to wage loss benefits from an outside source (other than a private personal plan to which the employee might subscribe, or a payment related to injury which may arise out of legal proceedings), the sick leave provided under this collective agreement shall be the final payer. In such instance the payment from the plan when combined with the wage loss benefit shall not be greater than the employee's regular salary.
The deduction of sick leave credits shall be pro-rated based on the payout make-up for each day of absence.
- (j) Sick leave is not payable while an employee is absent from work due to an illness or injury for which Workers' Compensation benefits are being received.
- (k) The Division and the Union agree that suspected abuses of sick leave will be investigated and proven instances will result in disciplinary action.
- (l) Sick leave is not payable to an employee who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from Manitoba Public Insurance to the extent that such benefits and paid sick leave exceed the employee's normal salary and up to the maximum number of sick leave days accumulated by the employee. In such cases, the employee shall reimburse the Division the amount of benefit received from Manitoba Public Insurance.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Except as otherwise provided for in this Agreement, a leave of absence for more than 5 consecutive working days may be granted to an employee at the discretion of the Board of Trustees (the "Board") of the Division.

17.02 Union Business

Leave of absence without pay or loss of seniority shall be granted upon request to the Division to employees selected or appointed to represent the Union at Union conventions, schools or workshops, or union business (excluding negotiations); such time shall not exceed a total of thirty (30) days in any one (1) year to all members belonging to the Union as a Collective Unit.

In all cases of such leave the Division shall be notified as soon as possible and in no case less than five (5) working days prior to the commencement of such leave.

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17.03 Compassionate Leave

- a) Each employee, upon request, shall be allowed compassionate leave without loss of salary, up to but not exceeding five (5) consecutive working days in any case of death or serious illness of the employee's spouse/partner, child, mother or father or grandchild.
- b) Each employee, upon request, shall be allowed compassionate leave without loss of salary, up to but not exceeding three (3) consecutive working days in any case of death or serious illness of the employee's sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-daughter-in-law, grandparents, stepfather, or step-mother.
- c) Each employee, upon request, shall be allowed compassionate leave without loss of salary for the day of the funeral in the event of the death of an aunt, uncle, niece or nephew, provided the employee is actually attending the funeral.
- d) In the event of travel outside of the province or a distance of more than 500 kilometers to attend a funeral, additional leave may be granted.
- e) In the event an employee is required to act as an active participating pallbearer, he/she shall be granted up to one (1) day leave with pay.

17.04 Jury Duty

An employee who is subpoenaed to serve on a jury or at a Court of Law as a Crown witness or if required by the School Division, shall be paid his/her regular salary. The employee shall make himself/herself available for duty at his/her regular assigned job during work hours when he/she may not be required at Court. Any fee or payment, excluding expenses, received by reason of service as juror on working days, shall be forwarded to the Division. The employee shall immediately notify the Division upon becoming aware of his/her requirement to attend at court.

17.05 Full-Time Union Position

An employee who is elected or selected for a full-time position with the Union shall be granted an unpaid leave of absence. Such leave is subject to annual review by the Board upon application for renewal by the employee. The employee will notify the Division within 5 working days of such position.

17.06 Examination Leave

The Division shall grant leave with pay to employees writing examinations for work related courses that the Division has requested the employee to participate in. Such leave shall be limited to actual time required to write the examination and shall include reasonable travelling time.

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17.07 Insurance While on Leave

Employees on unpaid leaves of absence may continue their insurance coverage at their own expense as long as they comply with the Division's carriers' requirements.

17.08 Maternity Leave

Every female employee covered by this Collective Agreement, and who:

- a) has completed seven (7) consecutive months of employment with the Division;
- b) submits to the Division, an application in writing for leave under this subsection at least four weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- c) provides the Division with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

is entitled to and shall be granted maternity leave consisting of:

- d) a period, not exceeding 17 weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
- e) a period of 17 weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- f) additional leave of absence without pay, for a combined period of up to one (1) year, may be granted by the Board
- g) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by the Division in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- h) For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

17.09 Parental Leave

Every employee

- a) who,
 - i) in the case of a female employee, becomes the natural mother of a child,
 - ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - iii) adopts a child under the law of a province; and

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- b) who completes seven (7) consecutive months of employment with the Division; and
- c) who submits to the Division, an application in writing for parental leave at least 4 weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted, parental leave consisting of a continuous period of up to thirty-seven (37) weeks.

17.10 Personal Leave

Employees shall be granted, by the Superintendent or designate, up to a maximum of two (2) days personal leave in each school year. The first day will be at no deduction, the second day the employee shall be deducted an amount equal to the provincial minimum wage.

Except in special cases, as approved by the Superintendent or designate, the employee shall request personal leave at least three (3) working days prior to the commencement of such leave.

Personal Leave days shall not be used on scheduled in-service days, administration days, parent teacher days, or pupil evaluation days whereby the employee is required to be working on those days.

17.11 Paternity Leave

Each employee shall be granted two (2) days leave for the birth of the partner's child; the leave day must be taken on or between the date of birth and the date the mother and child are released from the hospital.

ARTICLE 18 - NEW POSITIONS

18.01 When a new position within the scope of this agreement not covered in Schedule "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Division and the Union. The Employer shall have the right to temporarily establish a rate of pay until the regular rate of pay for the new classification(s) have been agreed upon. If the parties are unable to agree on the classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.

If the new classification is established within eighteen (18) months prior to the expiry of the Collective Agreement, and the Employer and the Union cannot reach an agreement on the rate of pay, then the parties agree to resolve the matter in collective bargaining. Should the result be an increase to the classification, the affected employee(s) will receive full retroactive pay to the date of the implementation of the new classification.

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ARTICLE 19 - PAYDAYS AND BENEFIT PLANS

19.01 Pay Days

Effective Fall Term 2006, then (10) month employees shall be paid in twenty (20), and twelve (12) month employees shall be paid in twenty-four (24), approximately equal semi-monthly instalments with on payment by the 15th of the month, the second payment by the last day of the month. If any of these days occur on a weekend or statutory holiday, payments will be made on the last immediately preceding banking day.

19.02 Benefit Plans

Employees shall be eligible to participate in the following benefit plans under the terms and conditions of such plan:

- Pine Creek School Division Pension Plan
- The Manitoba Public Schools Employees Group Life Plan
- The Manitoba Blue Cross Extended Health Care Plan

It is understood between the parties that the employees are responsible for and will continue to be responsible for their portion, whole or part, of all premiums that are currently being paid by such employees.

19.03 Employment Insurance Rebate Refunds to Employees

Should the Division be eligible for a reduction in the employment insurance premium under the terms of the Employment Insurance Act, the five/twelfth (5/12) portion due to employees shall be remitted at the conclusion of each premium year to the Union.

19.04 Employees required by the employer to wear safety boots shall be allowed up to two hundred fifty (\$250.00) per year to purchase safety boots. Employees are to submit their receipt to the Division for reimbursement of their expense.

19.05 Custodians and maintenance employees required to work with chemicals or equipment who have their clothing damaged as a result of their work will be allowed up to one hundred (\$100.00) dollars per year. Employees are to submit their receipt to the Division for reimbursement of their expenses.

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ARTICLE 20 - BULLETIN BOARDS

20.01 Bulletin Board space will be provided by the Division, in the Division Office, and school staff rooms for the use of the Union. All material posted must be submitted to the Secretary-Treasurer or designate before posting.

ARTICLE 21 – PERSONAL VEHICLE USE

21.01 An employee who is required to use their personal vehicle for authorized Division business shall be compensated at the current Division mileage rate. One employee per school who is required as a normal function of their job, to utilize their personal vehicle on a daily basis for authorized Division business, shall receive an additional \$40.00 for each full month of use. Regular duties may include but are not limited to post office, bank deposit, hardware store trips and garbage disposal runs in the normal employment geographical district.

ARTICLE 22 - TERM OF AGREEMENT

22.01 This agreement shall be binding and in effect from July 1, 2018 and shall continue in force and effect until June 30, 2022 and shall continue in effect thereafter unless terminated or renewed as hereinafter provided.

22.02 If either party desires to revise or terminate this Agreement, they will give the other party not more than sixty (60) days, and not less than thirty (30) days' notice in writing, prior to the expiry date of this Agreement. Within fifteen (15) working days or a date mutually agreed to by the parties, of the receipt of such notice the parties are required to enter into negotiations for a new Agreement.

22.03 The Union will provide their proposals in writing at least ten (10) days before the first collective bargaining meeting. The Board will provide their proposals in writing at least five (5) days before the first collective bargaining meeting.

22.04 Interest on Retroactive pay: Waived for this round of bargaining, 2018/2022 Collective Agreement.

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THIS AGREEMENT SIGNED THIS 14 DAY OF Dec, 2021

BETWEEN:

PINE CREEK SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3344

FOR LOCAL 3344 OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

FOR PINE CREEK
SCHOOL DIVISION

Christine Poschenruster
President

RJ Chr
Chair of Board

SulKon
Secretary

Daphne Barber
Chair of Negotiations

Amber Kennedy
Representative

Ahmed Ahmed
Secretary-Treasurer

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CR CP

LETTER OF UNDERSTANDING

THIS AGREEMENT SIGNED THIS 14 DAY OF Dec, 2021

BETWEEN:

PINE CREEK SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3344

RE: CONTRACTING OUT

The Board herewith agrees that for the duration of this Collective Agreement no employee will lose their employment as a result of contracting out.

FOR LOCAL 3344 OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

FOR PINE CREEK
SCHOOL DIVISION

Christine Poschenrieder
President

[Signature]
Chair of Board

[Signature]
Secretary

Nahki Barber
Chair of Negotiations

[Signature]
Representative

[Signature] Ahmed
Secretary-Treasurer

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LETTER OF UNDERSTANDING

THIS AGREEMENT SIGNED THIS 14 DAY OF Dec, 2021

BETWEEN:

PINE CREEK SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3344

RE: PENSION PLAN

Following the Date of Signing, until the expiry of this agreement, should three or more rural Manitoba Divisions implement a defined benefit plan in their division, a committee of three members of the union and three members of the employer shall meet to explore the feasibility of a defined benefit pension plan for the Pine Creek School Division. Should there be an agreement to make a recommendation to the Board, and should the Board agree to such a recommendation to change pension plans, the parties would then negotiate the pension plan in the next set of collective bargaining following the expiry of this collective agreement.

FOR LOCAL 3344 OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES

FOR PINE CREEK
SCHOOL DIVISION

Christine Poschenrieder
President

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Chair of Board

[Signature]
Secretary

[Signature]
Chair of Negotiations

[Signature]
Representative

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Secretary-Treasurer

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1.6% increase at July 2018

	0	1	2	3	4	5	6
A Assistant Custodian	17.05	17.33	17.64	17.92	18.24	18.53	18.66
B Education Assistant	17.98	18.27	18.56	18.86	19.14	19.46	19.59
C Education Assistant 2	19.10	19.38	19.67	19.96	20.25	20.56	20.70
D Head Custodian	19.51	19.78	20.07	20.36	20.66	20.94	21.13
E Administrative Assistant	19.85	20.15	20.43	20.72	21.03	21.33	21.47
F Computer Technician	22.90	23.74	24.63	25.53	26.48	27.46	27.78
G Lead Computer Technician	26.44	27.28	28.15	29.07	30.01	30.98	31.30
H Library Clerk	17.98	18.27	18.56	18.86	19.14	19.46	19.59
I Support Workers	21.22	21.55	21.87	22.20	22.52	22.87	23.21
J Maintenance Assistant	23.67	23.93	24.22	24.48	24.74	25.00	25.27
K Maintenance Technician	27.41	27.74	28.06	28.39	28.71	29.06	29.39

1.4% increase at July 1, 2019

	0	1	2	3	4	5	6
A Assistant Custodian	17.29	17.57	17.89	18.17	18.50	18.79	18.92
B Education Assistant	18.23	18.53	18.82	19.12	19.41	19.73	19.86
C Education Assistant 2	19.37	19.65	19.95	20.24	20.53	20.85	20.99
D Head Custodian	19.78	20.06	20.35	20.65	20.95	21.23	21.43
E Administrative Assistant	20.13	20.43	20.72	21.01	21.32	21.63	21.77
F Computer Technician	23.22	24.07	24.97	25.89	26.85	27.84	28.17
G Lead Computer Technician	26.81	27.66	28.54	29.48	30.43	31.41	31.74
H Library Clerk	18.23	18.53	18.82	19.12	19.41	19.73	19.86
I Support Workers	21.52	21.85	22.18	22.51	22.84	23.19	23.53
J Maintenance Assistant	24.00	24.27	24.56	24.82	25.09	25.35	25.62
K Maintenance Technician	27.79	28.13	28.45	28.79	29.11	29.47	29.80

0.5% increase at July 1, 2020

	0	1	2	3	4	5	6
A Assistant Custodian	17.38	17.66	17.98	18.26	18.59	18.88	19.01
B Education Assistant	18.32	18.62	18.91	19.22	19.51	19.83	19.96
C Education Assistant 2	19.47	19.75	20.05	20.34	20.63	20.95	21.09
D Head Custodian	19.88	20.16	20.45	20.75	21.05	21.34	21.54
E Administrative Assistant	20.23	20.53	20.82	21.12	21.43	21.74	21.88
F Computer Technician	23.34	24.19	25.09	26.02	26.98	27.98	28.31
G Lead Computer Technician	26.94	27.80	28.68	29.63	30.58	31.57	31.90
H Library Clerk * =EA rate	18.32	18.62	18.91	19.22	19.51	19.83	19.96
I Support Workers	21.63	21.96	22.29	22.62	22.95	23.31	23.65
J Maintenance Assistant	24.12	24.39	24.68	24.94	25.22	25.48	25.75
K Maintenance Technician	27.93	28.27	28.59	28.93	29.26	29.62	29.95

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COLA Increase at July 1, 2021: COLA to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12-month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All items) change is made known, the increase will be applied retroactively to July 01, 2021.

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