

# Collective Agreement

- between -

**CUPE** / Canadian Union  
of Public Employees

**Local 4588**

**(Caretakers, Bus Drivers)**

- and -



**Pembina Trails School Division**

Term of Agreement:  
**July 1, 2020 to June 30, 2025**

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**ARTICLE 1 - PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Board and the Union, to promote cooperation and understanding between the Board and its staff, to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation, and to promote the morale, well-being, and security of all employees in the bargaining unit of the Union,

AND WHEREAS it is now thought desirable that the methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement,

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

**ARTICLE 2 - TERM OF AGREEMENT**

- 2.01 This Agreement shall be binding and in effect from the first day of July 2020, until the thirtieth day of June 2025, and shall continue from year to year thereafter unless either party gives to the other party notice in writing not earlier than ninety (90) days prior and not later than thirty (30) days prior in the year that the Agreement is due to expire or in any year thereafter.
- 2.02 In the event of written notice to amend or terminate this Agreement having been given by either party as provided in Article 2 of this Agreement, negotiations shall be carried on with a view to the establishment of a new Agreement or Amendment thereto.
- 2.03 No part of this Agreement shall have a retroactive effect unless specifically so provided. Schedule "A" wages forms part of this Agreement and shall be effective on the date(s) as set out in Schedule "A".
- 2.04 Any changes deemed necessary in this Agreement may be made by mutual consent of both parties at any time during the life of this Agreement.

**ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

- 3.01 The Pembina Trails School Division, or anyone authorized to act on its behalf, approves and recognizes The Canadian Union of Public Employees, Local 4588, chartered by the Canadian Union of Public Employees, as the sole collective bargaining agent for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the

two parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

- 3.02 (a) Except as hereinafter provided, the Board will deduct Union dues, only from Regular and Temporary Employees, whether or not an Employee is a member of the Union, on a monthly basis, the amount of regular monthly membership dues payable by a member of the Union.
- (b) The Union agrees that in accordance with the *Labour Relations Act*, an Employee, whom by affidavit, states that **the Employee** is a member of a religious body or sect that precludes membership in or financial support to a Trade Union, the monies collected shall be turned over to a charity of the Employee's choice.
- 3.03 These dues shall be remitted to the Secretary-Treasurer of the Union by the twentieth (20th) day of the month following deduction.
- 3.04 In consideration of the Division making the compulsory check-off of Union dues, as herein provided, the Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions, and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of Union dues provided for in Article 3.
- 3.05 The Union agrees not to solicit Union membership or transact any business of the Union on the Board's time, during the hours of work set forth in this Agreement, other than as provided in this Agreement.
- 3.06 The Union agrees it will not pursue any Union activity on the School Division premises, during work hours, and/or at the Employer's expense, save as expressly permitted by the School Division in its discretion. However, representatives of the Union shall, with the approval of the Division, be entitled to visit the workplace of any Employee at all reasonable times during the normal working hours applicable to such workplace for the purpose of communicating with such Employee, provided, in the opinion of the Division, that visits shall not result in disruption of operations carried on in the workplace.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 Except as otherwise permitted by the Manitoba Human Rights Act, there shall be no discrimination, interference, restriction, or coercion exercised or practiced by reason of ancestry, nationality, ethnic background, religion, age, sex, gender-determined characteristics, sexual orientation, marital or family status, source of income, political belief, association, or activity, and physical or mental disability or because of Union membership or non-membership or Union activity. The parties acknowledge that this Agreement was negotiated without containing any

element of discrimination. In the event that it is determined that any provision of this Agreement contains elements of discrimination, those provisions shall be negotiated without any increase in cost to the Division or Union.

## **ARTICLE 5 - SCOPE OF AGREEMENT AND DEFINITIONS**

- 5.01 This Agreement shall cover and include all those employees as defined in Manitoba Labour Certificate No. MLB-6173 and included in the positions set out in Schedule "A" - Wages.
- 5.02
- (a) Regular Full-time Employees are those employees not designated as a Temporary or Casual who are working as per Article 19 (Hours of Work) of this Agreement, and who have satisfactorily completed one hundred twenty (120) working days of employment as a Probationary Employee or one hundred fifty (150) working days in the instance of part-time employment as a Probationary Employee.
  - (b) Regular Part-time Employees are those employees not designated as a Temporary or Casual who are working as per Article 19 (Hours of Work) of this Agreement, and who have satisfactorily completed one hundred twenty (120) working days of employment as a Probationary Employee or one hundred fifty (150) working days in the instance of part-time employment as a Probationary Employee.
  - (c) Regular Employees who are transferred or promoted pursuant to Article 8 remain as a Regular Employee of the Division but are considered as on a trial period with respect to the transfer or promotion and are subject to the trial provisions of Article 8.
  - (d) Wherever in this Agreement the term "Regular Employees" is used, that term shall include Regular Full-time Employees and Regular Part-time Employees. Where the term "Employee" is used it shall mean Regular, Temporary, and Probationary Employees.
  - (e) Temporary Employees are those engaged to perform a specific task, or for a specific period of time, or until the occurrence of a specific event. Where the continuous period of temporary employment exceeds one hundred and fifty (150) working days, that Employee shall be deemed to be a Regular Employee as set out in sub-paragraphs (a) or (b).

Where a Temporary Employee becomes a Regular Employee by virtue of the passage of time, pursuant to this subparagraph, seniority shall commence from the first day of continuous temporary employment. Also, benefits accrued during that period shall continue into the period of regular employment. Where a temporary employment ends prior to completion of a continuous period of one hundred and fifty (150) working

days, accrued benefits under this Agreement shall subsist only during the duration of the temporary employment and once that temporary employment terminates and the Employee is again classified as a Casual or is no longer employed at all, the benefits that had been accrued shall cease to be.

Where the terms and conditions of benefit plans are underwritten by an Insurance Company or other external carriers the terms and conditions of the benefit plans shall govern eligibility.

- (f) Regular Full-time, Regular Part-time and Temporary Employees shall, subject to sub-paragraph (e), be eligible to claim all benefits incorporated in this Agreement, except that Temporary Employees shall not have recourse through the grievance and arbitration procedure in the case of discharge.
- (g) Casual Employees are those engaged on an irregular or unscheduled basis. Casuals shall not be covered under the provisions of this Agreement. If and when a Casual Employee is continuously employed for more than twenty (20) consecutive working days then that Casual Employee will be designated as a Temporary Employee.

A Casual Employee will be paid the rate of pay, identified in Schedule "B", for the classification in which the Casual Employee is engaged to provide service.

- (h) Probationary Employees are those employees of the Division who are in the process of fulfilling the initial one hundred twenty (120) working days probationary requirement as set out in sub-paragraphs (a) and (b) or one hundred fifty (150) working days in the instance of part-time employment as a Probationary Employee.

With the exception of Temporary Employees who become Regular Employees by virtue of the passage of time as covered in sub-paragraph (e), prior service as a Temporary or Casual shall not count as part of the probationary period leading up to regular employment.

At any time during the probationary period the Employee may be terminated by the Division in its sole and exclusive discretion, and notwithstanding any provisions of this Agreement such termination shall not be grievable nor arbitrable and shall be deemed to have been for just cause.

- (i) Students employed during the period commencing May 1st and terminating September 30th in any year, are not included within the scope of this Agreement.

- 5.03 **The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural unless the context otherwise requires.**

#### **ARTICLE 6 - NEGOTIATIONS**

- 6.01 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with or negotiating with the Board. The Board may, in any event, also have present such personnel of the Board and authorized representative on its behalf, as it deems necessary.

- 6.02 No Employee who is a member of the Union's Bargaining Committee shall suffer a loss of wages or benefits as the result of attending a joint party negotiating committee meeting or joint party grievance meeting held during that Employee's normal work schedule.

#### **ARTICLE 7 - CALCULATION OF SENIORITY**

- 7.01 Subject to Article 5.02 (e), seniority under this Agreement shall apply only to Regular Employees upon completion of their probationary period, but shall be retroactive to the original date of continuous employment.

- 7.02 A seniority list shall be prepared twice a year, once in December and once in June, and posted in each school, the Administration Office, and Bus Compound. Each Regular Employee shall be permitted a period of twenty (20) working days after posting of such seniority list to protest, in writing, any alleged omission or incorrect listing to the Director of Facilities and Operations, but such protest shall be confined to errors or changes occurring subsequent to the posting of a previous seniority list. In the event the Regular Employee does not file a written protest with the Employer within the time limits stipulated, the list shall be considered as accepted as regards that Regular Employee. However, when an Employee is on vacation, leave of absence or sick leave, the Regular Employee may protest that alleged omission or incorrect listing within twenty (20) working days of **their** return to work. If the Regular Employee's protest is not settled to the satisfaction of the parties to this Agreement and the Regular Employee affected, the matter shall be considered a grievance and shall be processed under Article 13 hereof.

- 7.03 A Regular Employee shall lose **their** seniority and **their** name shall be removed from the seniority list for any one (1) of the following reasons:

Voluntary termination of employment;  
Discharged for just cause and not reinstated;

Voluntary retirement;  
Failure to return to work following an authorized leave of absence;

unless through illness or other such reason acceptable to the Division.

- 7.04 Casual Employees shall not accumulate seniority.
- 7.05 Temporary and Probationary Employees shall not accumulate seniority until such time as the Temporary or Probationary Employee becomes a Regular Employee at which time seniority shall commence from the first day of the most recent continuous and unbroken employment.

### **ARTICLE 8 - STAFF CHANGES**

- 8.01 Seniority shall be the determining factor in matters of promotion, transfer, demotion, layoff, and recall subject to the Regular Employee having the ability to do the work in the judgment of the Employer, having the necessary qualifications, being able to meet the requirements to perform the job as set out in the job description and having a good employment record.

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

- 8.02 (a) When a new position is created, or when a vacancy of a permanent nature occurs, the Employer shall notify the Union in writing and post notice of the position, **no later than ten (10) working days after the vacancy occurs** in each school, Administration Office and Bus Compound for a minimum of five (5) working days.
- (b) The posting shall contain the following information:
- Nature of position, qualifications, and skills (including interpersonal skills), location, hours of work, and salary rate.
- (c) Qualifications will be established in a manner consistent with the current Agreement.
- (d) Job postings with regard to Article 8.02 shall state test criteria if any.
- (e) When the time allotted to an existing position increases by two (2) hours or less, for the purposes of this Article, it shall not be counted as a new position.



- 8.03
- (a) The successful applicant will be placed on a trial period of ninety (90) working days in that position. Where mutually agreed upon by the Union and the Director of Facilities and Operations, the Regular Employee may be placed upon a further thirty (30) working days trial period. Conditional upon satisfactory service, such trial appointment shall be confirmed after the ninety (90) working days or one hundred and twenty (120) working days as the case may be. The ninety (90) working days trial period or the further thirty (30) working days trial period, as the case may be, may be extended, at the discretion of the Director of Facilities and Operations, by a further period equal to any period of absence from work by the Employee during the trial period(s).
  - (b) In the event that the successful applicant proves unsatisfactory in the position and, as a Regular Employee of the Board, **the Employee** shall be returned to **their** former position and salary without loss of seniority, and any other Employee promoted or transferred because of rearrangement of position shall also be returned to **their** former position and salary without loss of seniority.
  - (c) In cases of lateral transfers, **the Employer** shall not normally **place a Regular Employee** on an additional trial period. In cases of lateral transfers, the trial period shall apply only where the Director of Facilities and Operations has identified an area of concern and has notified the Regular Employees and the Union that the trial period shall apply. **During the trial period, the successful employee will receive an orientation to the position.**

8.04 New Positions and Reclassifications

- (a) The Division shall advise the Union of the intention to establish any new position or reclassify any existing position at least two (2) weeks prior to the effective date of implementation and further advise of the proposed rate of pay, in order to permit representation to the Division by the Union.
- (b) In the event that the Union should disagree with the rate of pay, it shall be subject to negotiation between the Union and the Board. Such new rate shall become retroactive to the time the new position was first filled by a Regular Employee or the date of change in job duties.

8.05 Notwithstanding Article 5.02 (h):

Temporary and Probationary Employees

- (a) Where a Temporary or Probationary Employee is the successful applicant for a vacancy pursuant to a posting in Article 8.02 above which vacancy is the same classification, as set out in Schedule "A", as the Temporary Employee, the Temporary or Probationary Employee shall serve the initial one hundred twenty (120) day probationary requirement (Full-time

Employees) or one hundred fifty (150) day probationary requirement (Part-time Employees) but receive credit towards that probationary service equal to the current service within that classification as a Temporary or Probationary Employee.

- (b) Where a Temporary or Probationary Employee is the successful applicant for a vacancy pursuant to a posting in Article 8.02 above which vacancy is not in the same classification, as set out in Schedule "A", as the Temporary or Probationary Employee, the Temporary or Probationary Employee shall serve the initial one hundred twenty (120) days of actual work performed probationary requirement (Full-time Employees) or one hundred fifty days (150) of actual work performed probationary requirement (Part-time Employees) and receive no credit from the current service as a Temporary or Probationary Employee.
- (c) As Temporary or Probationary Employees do not accumulate seniority which may be applied during any Temporary or Probationary employment, seniority shall not be a factor on behalf of these Temporary or Probationary Employees for matters of promotion, transfer, demotion, layoff, and recall during Temporary or Probationary employment.

8.06

- (a) In the event that temporary work assignments become available during normal school closures, the Division may offer such temporary employment to the ten (10) month Regular and Temporary Part-time Employees on seasonal layoff.

Any Employee interested in undertaking such temporary work assignments shall advise the Director of Facilities and Operations or designate, in writing, by May 1 of each year, as to the Employee's interest in accepting such temporary assignments or casual assignments. Assignment to such temporary work requires the Employee to have the ability to do the work in the judgment of the Employer, have the necessary qualifications, be able to meet the requirements to perform the job as set out in the job description, and have a good employment record.

- (b) The work shall be offered in the following order of priority:
  - (i) Descending order of seniority to part-time caretaking staff in the school;
  - (ii) Descending order of seniority to part-time caretaking staff in the Division;
  - (iii) Descending order of seniority of Bus Drivers;
  - (iv) Casuals.

- 8.07 In cases of promotion requiring higher certification, the Division will give consideration to Employees who do not hold the required certificate but are waiting for such certificate prior to the date the position needs to be confirmed.

### **ARTICLE 9 - MANAGEMENT RIGHTS**

- 9.01 Subject to the provisions of this Agreement, the operation of the Division and direction to Employees: including the right to hire, suspend or discharge for just cause; to assign to jobs; to classify; to promote; to transfer Employees; to increase, decrease or re-organize Employees; to determine the services necessary for the most efficient operation of the Division, is clearly a function of management and is vested exclusively in the board. The Board agrees that it will not exercise any of the foregoing rights of this clause in a discriminatory manner.
- 9.02 The Employer shall be the sole judge of competence in relation to driving habits, accident record and care of equipment and all matters pertaining to the safe transportation of students and efficient operation of the bus fleet.
- 9.03 Wherever, in this Agreement, the words Director of Facilities and Operations are used, this term shall also apply to the Director's designate. Wherever in this Agreement the words Director of Facilities and Operations are used, this term shall apply to the Director of Transportation or the Director's designate with respect to matters concerning transportation operations and transportation personnel.
- 9.04 In consideration of the provisions of this Agreement, the Union agrees to promote among its members, an appreciation of the importance of diligence and care in the performance of their duties, adherence to the rules and regulations prescribed by the Board, and an awareness of the responsibilities which are theirs, and in so doing, actively promote the maintenance of adequate educational facilities in the Pembina Trails School Division.

### **ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE**

- 10.01 A Labour Management Committee shall be established, consisting of up to four (4) representatives of the Union, and up to four (4) representatives of Management.
- 10.02 The Committee may consider such matters as:
- (a) Reviewing suggestions from both labour and management regarding working conditions and service, saving thereout matters which have become the subject of a formal grievance;

- (b) Reviewing the application and interpretation of the Agreement other than that which may relate to a grievance that has been filed;
- (c) Review suggestions for improvement to rules and practices concerning employee safety.

10.03 The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of the Agreement. The Committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their decisions, the Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

10.04 Any representative of the Union who is in the employ of the Employer shall have the right to attend joint meetings held within working hours without loss of pay.

#### **ARTICLE 11 - RIGHT TO HAVE SHOP STEWARD PRESENT**

11.01 Whenever the Director of Facilities and Operations officially reprimands or officially disciplines an Employee and where that reprimand or discipline forms part of that Employee's personnel file, that Employee shall have the right to have a Shop Steward present when the reprimand is issued or the disciplinary action is taken.

#### **ARTICLE 12 - PERSONNEL FILE**

12.01 Whenever an official reprimand or record of official discipline is entered into an Employee's personnel file, that Employee shall be provided with a copy of the reprimand or a copy of the record of disciplinary action and may attach to either document that Employee's comments which will also form part of the personnel record.

12.02 An Employee shall have the right to have reasonable access to and review **their** personnel record, and upon written request, an Employee shall have the right to have an exact copy of **their** personnel record.

12.03 It shall be understood that requests for copies will be accommodated as the Division's work requirements permit.

**ARTICLE 13 - GRIEVANCE PROCEDURE**

13.01 Should a dispute arise between the Board and any Employee(s) regarding the interpretation, administration, application or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner and sequence:

Discussion Stage

Prior to filing any grievance pursuant to this Article, an Employee should, where appropriate, first approach the Employee's immediate supervisor to inform the supervisor of the facts of the matter and seek clarification where warranted. The Employee may choose to be accompanied by a Union representative. Any discussion at this stage shall be without prejudice to the formal grievance process and shall have no effect on the timelines for filing a grievance as set out in Stage 1 below.

Step I

All grievances shall be submitted to the Director of Facilities and Operations or designate, within twenty-one (21) 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 grievances shall be lodged within twenty-one (21) working days of the said Employee returning to work. The grievance shall be submitted in writing and shall state the nature and particulars of the grievance and the remedy or solution sought. The Director of Facilities and Operations shall respond to the Employee(s) affected and to the Union within five (5) working days of receipt of the grievance.

Step II

Failing satisfactory settlement at Step I, the Employee, through the Union, shall submit the grievance and redress requested to the Secretary-Treasurer, or designate, within five (5) working days of the date upon which the Director of Facilities and Operations or designate, issued or was required to issue an answer. The Secretary-Treasurer shall render a decision within five (5) working days after receipt of the grievance.

Step III

Failing satisfactory settlement at Step II, the Union shall, within five (5) working days of the date upon which the Secretary-Treasurer, or designate, issued or was required to issue an answer, submit the grievance and redress requested to the Board of Trustees. The Board of Trustees shall grant a hearing at the next regular meeting of the Board and render a decision within five (5) working days following the hearing.

Step IV

Failing satisfactory settlement being reached in Step III, the Union may, within fifteen (15) working days of the receipt of the decision of the Board, give written

notice to the Secretary-Treasurer, or designate, of its intention to refer the dispute to arbitration.

- 13.02 The time limits in the Grievance Procedure may be extended by consent of the parties to this Agreement in writing. Failure to comply with the time limits as set forth in this Article or subsequently extended by mutual agreement shall result in the grievance being deemed to have been abandoned and all rights or recourse to the Grievance Procedure shall be at an end.
- 13.03 Where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to bypass Steps I and II of this Article.
- 13.04 Grievances and replies to grievances shall be in writing at all stages.

#### **ARTICLE 14 - ARBITRATION**

##### 14.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party to the agreement. 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 the appointee. The two so named shall, within fourteen (14) days, select a third person to act as chairperson of the Board of Arbitration, but should they not do so within fourteen (14) days, either party may apply to the Manitoba Labour Board to appoint a person to act as chairperson.

##### 14.02 Who May Be an Arbitrator

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

- (a) is acting, or has in a period of six (6) months preceding the date of **their** 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 Board.

- 14.03 The Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. The parties to this Agreement request that the Board of Arbitration hand down its decision within fifteen (15) days from the date of the hearing.

##### 14.04 Decision of the Board

The decision of the Board of Arbitration shall be final and binding on both parties, but in no event shall the Board of Arbitration have the power to alter,

modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board in order to clarify the decision. Any request for clarification of an award must be made within a reasonable time from the date of the award.

14.05 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of their nominee;
- (b) one-half (1/2) the fees and expenses of the Chairperson;
- (c) one-half (1/2) the expenses of the Arbitration Board for clerical assistance, supplies and rent of a place to meet.

14.06 The time limit in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement.

14.07 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the Employee(s) concerned as witnesses or other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Board's premises in order to view any working conditions which may be relevant to the settlement of the grievance.

14.08 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 15 - DISCIPLINE AND DISCHARGE**

15.01 A Regular Employee shall be dismissed only upon the authority of the Board. Employees may be suspended only by the Superintendent, save and except in cases of emergency. In emergency situations, the Director of Facilities and Operations may suspend an Employee for a short period and immediately report such suspension to the Superintendent. Such Employee and the Union shall be advised promptly, in writing, by the Superintendent as to the reasons for such suspension, or, by the Board of the reasons for such dismissal.

15.02 An Employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing as provided in Step III under Article 13 - Grievance Procedure. Step I of the Grievance Procedure shall be omitted in such cases.

- 15.03 The Employer shall not discipline or dismiss any Employee bound by this Agreement except for just cause.
- 15.04 In the case of dismissal under this clause, payment of wages and holiday pay owing will be in accordance with the provincial legislation.

#### **ARTICLE 16 - LAYOFF AND RECALL**

- 16.01 Layoff shall be defined as a reduction in the workforce or a reduction in hours of work as set out in paragraph 16.02 below.
- 16.02 (a) A Regular Employee who normally works two thousand eighty (2080) hours per year, and whose hours of work have been unilaterally reduced by the Division, shall, at the Regular Employee's option, be deemed to have been laid off.
- (b) In addition, any other Regular Employee whose hours of work have been unilaterally reduced by one (1) hour or more per day, shall, at the Regular Employee's option, be deemed to have been laid off.
- 16.03 (a) Both parties recognize that job security shall increase in proportion to the length of service. Therefore, a Regular Employee who is laid off may, subject to the procedure set out in paragraph 16.04 below, displace another Regular Employee within **the** scope of this Agreement who possesses less seniority or displace any Temporary Employee, Probationary Employee or Casual Employee, provided that the more senior Regular Employee is, in the sole opinion of the Board, immediately qualified and able to perform the job of the less senior Regular Employee or Temporary Employee, Probationary Employee or Casual Employee as set out in the job description.
- (b) A Regular Employee to be laid off who chooses to displace another Regular Employee, Temporary Employee, Probationary Employee or Casual Employee must provide notice to the Division of **their** intent to displace and the name of the less senior Regular Employee, Temporary Employee, Probationary Employee or Casual Employee to be displaced within three (3) working days of receipt of **their** notice of layoff. Regular Employees who fail to provide such notice within the required time frame will forfeit their right of displacement and will be placed on the recall list.
- (c) Where a Regular Employee has been displaced by a more senior Regular Employee pursuant to the provisions of paragraph 16.03 (b) and the Regular Employee so displaced shall be deemed to be laid off and the process as set out in Article 16.03 shall apply to the displaced Regular Employee.



- (d) When a Regular Employee is laid off, that Employee may displace a less senior Employee in a position with the same or lesser number of hours of work per day and which commands the same or a lesser hourly rate of pay, provided that the Employee is immediately qualified to perform the job of the less senior Employee as set out in the job description. Regular Employees within the Head Caretaker classification only shall be allowed to bump up in wages within the Head Caretaker classification. Should the laid off Employee not have sufficient seniority or is not immediately qualified to perform the duties of a less senior Employee, that Regular Employee shall be placed on the recall list.
- (e) Where a Regular Employee has been displaced by a more senior Regular Employee pursuant to the provisions of Article 16.03(d) and the Regular Employee so displaced shall be deemed to be laid off and the process as set out in Article 16.03(d) shall apply to that displaced Regular Employee.
- (f) The provisions of this layoff Article do not apply to ten (10) month Employees who are laid off during normal school closures (Christmas, Spring, and Summer breaks and in addition, for Bus Drivers' in-service days). Temporary Employees, Probationary Employees, and Casual Employees shall have no right of displacement.

16.04 Unless legislation is more favorable to the Regular Employee, the Employer shall notify Regular Employees who are to be laid off twenty-one (21) calendar days prior to the effective date of layoff. If the Regular Employee has not had the opportunity to work the days as provided above, the Regular Employee shall be paid in lieu of such notice. In cases where a Temporary Employee is no longer required, the Board shall give that Temporary Employee at least eight (8) hours' notice of termination.

16.05 Regular Employees shall be recalled in order of their seniority. When a recall situation has arisen, the Division shall immediately notify, by registered letter to the last reported address of the Regular Employee, the most senior laid off Regular Employee who possesses, in the judgment of the Employer, the ability to do the work, the necessary qualifications, the requirements to perform the job as set out in the job description, and a good employment record. The Regular Employee must respond within ten (10) calendar days of receipt of notice of recall and must be prepared to return to work within thirty (30) calendar days of the Regular Employee's response to the Division. No new Regular or Probationary Employees shall be hired until those laid off have been given an opportunity of recall. If that Regular Employee fails to accept the recall, that Regular Employee immediately forfeits any further right to recall and will be removed from the recall list.

## **ARTICLE 17 - PAYMENT OF WAGES**

- 17.01 All Employees covered by this Agreement shall be paid on or before every second Friday.
- 17.02 All part-time bus drivers will have their vacation pay included in each and every pay cheque.
- 17.03 As conditions of employment and to be eligible to receive paid wages, the following shall apply:
- (i) Each Employee must have established a bank account into which the wages are to be deposited directly by the Employer with the Employee having signing authority over that bank account either exclusively or as part of a joint account held with one or more other individuals.
  - (ii) Each Employee must fully complete and sign all applicable benefit forms and payroll-related documents as may be required and submit same to the Employer prior to the commencement of active employment.
  - (iii) Failure to comply with the requirements of paragraphs (i) and (ii) above shall obligate the Employer to withhold the payment of wages until such time as the Employee has fully complied with the provisions.

## **ARTICLE 18 - HOURS OF WORK**

- 18.01 (a) Normally, Head Caretakers and Assistant Caretakers will work an eight (8) hour continuous shift to a maximum of forty (40) hours per week. The normal hours of work shall usually be scheduled Monday to Friday.
- (b) Saturday and Sunday Permits
- (i) All Saturday and Sunday permits (both school based and external permit events, whether for a single day or scheduled consecutive days) shall be offered in the following order of priority:
    - (i) Regular Employees (whether full-time or part-time) on a rotational basis in the school and, if no school based staff are available, to Divisional Regular staff as determined by the Management;
    - (ii) Temporary Employees (whether full-time or part-time) on a rotational basis based in the school and, if no staff are available, to Divisional Temporary staff as determined by the Management.
    - (iii) Casuals.

- (ii) Where an Employee accepts a week-end permit assignment as set out in Article 18.01(b) that Employee shall commit to fulfilling the full permit schedule. In the event that the selected Employee cannot fulfill any portion of the full permit schedule, the Division may replace that Employee with any Employee selected at the Division's unfettered discretion to work the balance of the permit assignment in whole or in part.

(c) **Winter, Spring and Summer Break Shifts**

**During winter, spring or summer breaks, the Division will endeavour to place regular employees who work the afternoon shifts the opportunity to work a different shift than outlined in 18.01(e). Regular employees who choose to remain in their scheduled afternoon shift will not be forced to work a different shift. The Division will work with the Head Caretaker to ensure efficiency in operations of the school(s) and to ensure the Daycare(s) are covered.**

(d) **Winter, Spring and Summer Break Permits**

**During winter, spring and summer break periods when a vacancy occurs, permit(s) shall be filled by a Casual employee(s). In school(s) where no Casual is assigned for a vacancy, the Assistant Caretaker(s) with the least seniority must cover the hours of the permit(s).**

- (e) The shifts will be scheduled between the following hours:

Day Shift:	6:30 A.M. to 4:40 P.M. (with a one hour lunch break).
Afternoon Shift:	3:00 P.M. to 12:00 Midnight (with a one (1) half (1/2) hour paid lunch break included within an <b>eight (8)</b> hour shift. Employees are required to remain at their work site during the lunch break).

- (f) When making adjustments to the work schedule, the Director of Facilities and Operations will take into consideration each individual set of circumstances and attempt to establish a schedule which is fair, reasonable, and ensures the most efficient operation of the schools.

18.02 If an Employee is required to work on Saturday, the Employee shall receive an additional \$1.00 per hour, except for any hours that are paid at overtime hours pursuant to Article 20. Any overtime hours paid pursuant to Article 20 shall be based on the normal hourly rate, exclusive of the \$1.00 shift premium.

18.03 Normally, Caretaker I's will work an eight (8) hour continuous shift to a maximum of forty (40) hours per week between the hours of 6:30 A.M. and 12:00 Midnight, inclusive of a one-half hour lunch break for hours worked after 3:30 P.M.

- 18.04 All Employees shall receive a fifteen (15) minute paid rest break for every four (4) continuous hours worked.

### **ARTICLE 19 - OVERTIME**

- 19.01 All time worked over eight (8) hours in any one day, Monday to Saturday, shall be paid for at time and one-half (1 ½) for the first four (4) hours and double time thereafter. Notwithstanding the foregoing, where an Employee, who has worked at least forty (40) hours from Monday through Friday of a week and works on the Saturday of that week shall be paid at time and one-half (1 ½) for the first four (4) hours worked on that Saturday and double time thereafter. All time worked on Sunday shall be paid for at double the standard rate of pay. All time worked on a statutory holiday, shall be paid for at double the standard rate of pay, in addition to the regular day's pay.
- 19.02 It is further understood that any Employee called back to work for overtime purposes, shall receive not less than two (2) hours' pay at the overtime rate of pay. Where such call back to work requires the Employee to begin work or answer an alarm between the hours of midnight and 6:00 a.m., that Employee shall receive not less than three (3) hours pay at the overtime rate.
- 19.03 (a) Overtime may be accumulated and used in conjunction with regular vacation time subject to Article 21.06 or at a time mutually agreed upon by the Employee and the Board, to a maximum of forty (40) hours per year. As of July 1, of any year, the first vacation days taken to a maximum of ten (10) vacation days will be deducted from the Employee's accumulated banked time. Once an Employee has accumulated overtime hours at any point during the year, July 1 to June 30, and taken those hours which have been accumulated, that Employee shall not be able to re-accumulate those hours during the same year.
- (b) Where additional overtime, over and above the forty (40) hours per year as outlined in Article 19.03(a), is worked, the Director of Facilities and Operations may, at **their** discretion, give compensating time off in lieu of payment. Where the overtime worked would normally be paid at straight time, compensating time off will be one hour for each hour of overtime worked. Where the overtime worked would normally be paid at time and one-half, the compensating time off will be one and one-half hours for each hour of overtime worked. Where the overtime worked will normally be paid at double time, the compensating time off will be two hours for each hour of overtime worked.
- 19.04 Overtime work shall not be performed nor paid for unless authorized by the Director of Facilities and Operations. Where an emergency arises, **in** which **the** emergency must be addressed by an Employee and prior authorization from the Director of Facilities and Operations cannot be obtained or is impractical to

obtain, that Employee shall attend to that emergency and all required overtime resulting therefrom shall be paid.

- 19.05 Employees who normally work less than an eight (8) hour day but who are required to work overtime, shall be paid at the rate of straight time for hours so worked up to eight (8) in that day.
- 19.06 Employees who work in both the bus driver and caretaking classifications shall not be permitted to combine those hours to qualify for overtime rates of pay either on a daily basis or on a weekly basis as provided in Article 19.01.

## **ARTICLE 20 - GENERAL HOLIDAYS**

- 20.01 (a) The following holidays shall be observed as paid days off at the Employee's regular rate of pay:
- |                |                  |                 |
|----------------|------------------|-----------------|
| New Years Day  | Canada Day       | Remembrance Day |
| Louis Riel Day | Terry Fox Day    | Christmas Day   |
| Good Friday    | Labour Day       | Boxing Day      |
| Victoria Day   | Thanksgiving Day |                 |
- (b) Any other statutory holiday as proclaimed by the Province of Manitoba or the Government of Canada and any other holiday proclaimed by the School Board or Municipal Authorities for which the schools will be closed.
- (c) Eligibility for payment for general holidays shall be as provided in the Employment Standards Code of the Province of Manitoba.
- 20.02 In the event that any of the holidays set out in Article 20.01 falls on a non-working day, the Director of Facilities and Operations shall designate another day to be observed as a paid holiday following consultation with the Union. On the discretion of the Director of Facilities and Operations, pay in lieu of substituting another day may be made.
- 20.03 When a statutory holiday occurs in the course of an Employee's annual vacation, an extra day shall be allowed and added to the holiday period.

## **ARTICLE 21 - VACATIONS**

- 21.01 (a) Regular Employees shall be entitled to annual vacations with pay pursuant to the following provisions prorated as per Article 21.01(b):
- |                |   |
|----------------|---|
| After one year | <b>Three (3) weeks (to a maximum of one hundred twenty (120) hours)</b> |
|----------------|---|

After nine years	Four weeks (to a maximum of one hundred-sixty (160) hours)
After fifteen years	Five weeks (to a maximum of two hundred (200) hours)
After twenty-five years	Six weeks (to a maximum of two hundred-forty (240) hours)

(b) To assist the parties in determining vacation payments, it is agreed to insert into this Article the following formula for calculating such payment:

$$\begin{array}{r}
 \text{Actual Service* (Hrs)} \\
 \text{During the Year} \\
 \text{Maximum Service (Hrs.)} \\
 \text{During the Year for Full-} \\
 \text{Time Employees} \\
 \text{(2080 Hrs.)}
 \end{array}
 \times
 \begin{array}{r}
 \text{Rate of} \\
 \text{Vacation} \\
 \text{Entitlement} \\
 \text{(Hours)}
 \end{array}
 =
 \begin{array}{r}
 \text{Employee's} \\
 \text{Vacation} \\
 \text{Entitlement} \\
 \text{(Hours for} \\
 \text{the Year)}
 \end{array}
 \times
 \begin{array}{r}
 \text{Prevailing} \\
 \text{Hourly} \\
 \text{Rate at} \\
 \text{Time of} \\
 \text{Payment}
 \end{array}
 =
 \begin{array}{r}
 \text{Total} \\
 \text{Vacation} \\
 \text{Paid}
 \end{array}$$

\*Actual service hours will not include a leave(s) of absence without pay. Where service is interrupted, the Employee's vacation will be pro-rated for that vacation year in accordance with the above formula. Actual hours of service shall mean all regular paid hours and shall not include leaves of absence without pay. Leaves of absence without pay described below shall be deemed to be included as actual service hours.

- Maternity or Adoptive Leave up to the maximum permitted under *The Employment Standards Code*.
- Leaves of Absence without pay for any period of five (5) consecutive days or less.
- Periods away from work while in receipt of Workers Compensation benefits.

(c) Subject to the provisions of paragraph 21.01 (a), Employees, during the **ninth** year of employment, shall accrue vacation entitlement at the rate of **four** weeks per year. Should such an Employee take **their** annual vacation prior to the anniversary date of the **ninth** year of employment, the vacation entitlement for that year shall be calculated by adding together the amount of vacation accrued at the rate of **three** weeks per year and the amount of vacation accrued at the rate of **four** weeks per year to the date of vacation.

The following method of pro-ration shall apply in the same manner for the following circumstances:

- During the **first** year – accrual at the rate of three weeks per year;
- During the ninth year – accrual at the rate of four weeks per year;
- During the fifteenth year – accrual at the rate of five weeks per year;
- During the twenty-fifth year – accrual at the rate of six weeks per year.

21.02

Any Employee not having a year of service prior to the commencement of the holiday period, shall be allowed holidays at the rate of one working day for each

completed month of service, not to exceed ten working days in any one year. The anniversary date for holidays shall be the first day of the most recent continuous temporary or regular employment. Any periods of layoff pursuant to Article 16 (Layoff and Recall) shall not, in and of itself, constitute a break in continuity for purposes of this paragraph.

- 21.03 Where an Employee qualifies for sick leave involving hospitalization or is under a physician's care during the Employee's period of vacation, there shall be no deduction from vacation credits for that absence. The vacation so displaced by the period of time involving hospitalization shall either be added to the vacation period or reinstated for use at a later date. The Employee shall provide proof of such hospitalization.
- 21.04 Annual vacations earned each year may be taken at any time during the following twelve (12) month period, as outlined below, provided approval is given by the Director of Facilities and Operations on the basis that the service will not be impaired.
- 21.05 (a) Normally workload permitting, vacations will be taken during July and August. However, subject to the workload requirements in the sole judgment of the Director of Facilities and Operations, vacations, or portions thereof, for any Employee, may be approved for times other than during July and August.
- (b) **Regular Employees shall submit their preferred vacation period to the Director of Facilities and Operations for approval prior to April 1 of each year. The division will notify Regular Employees by May 1 of each year as to whether or not their preferred vacation time has been approved. Senior Regular Employees will be given preference in scheduling vacation.**
- 21.06 The Director of Facilities and Operations may, at **their** discretion, for any Employee, limit the amount of banked overtime taken during any July and August provided that the banked overtime is scheduled to be taken on another time during the year.
- 21.07 (a) Employees who resign and do not give the Employer at least fourteen (14) calendar days notice prior to the date the resignation becomes effective shall forfeit any right to vacations or vacation pay under the terms of the Collective Agreement. The Employee shall be entitled to receive vacation pay or vacations pro rata to the portion of the year in which **the Employee** is eligible for vacation under The Employment Standards Code.
- (b) A Regular Employee who provides at least fourteen (14) calendar days notice of voluntarily leaving the service at any time in the holiday year before **the Employee** has had **their** vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

- 21.08 (a) For purposes of determining the rate or amount of vacation entitlement under Article 21.01, the length of service shall mean length of service with the Division.
- (b) Employees appointed to positions within scope of this Collective Agreement who are currently occupying positions within scope of any other Collective Agreement or in exempt employment, save and except for the Trades Collective Agreement shall not bring forward into this Collective Agreement any accumulated vacation balances accrued while employed within scope of those other Collective Agreements or exempt employment positions but shall be paid out to the Employee or taken prior to commencing employment within scope of this Collective Agreement. Accumulated vacation balances associated with employment within scope of the Trades Collective Agreement shall be brought forth into the Caretakers, Bus Drivers Collective Agreement.

## **ARTICLE 22 - SICK LEAVE PROVISIONS**

### 22.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay, by virtue of being sick or disabled or because of an accident.

Sick leave is not payable to an Employee:

- (a) who is claiming sick leave while engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the Long-Term Disability Insurance Plan.
- (b) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from an automobile insurance plan to the extent that such benefits and paid sick leave exceed the Employee's normal salary. In such cases where an Employee uses **their** accumulated sick leave, the Employee shall reimburse the Division the amount of wage loss received from the automobile insurance plan and the corresponding amount of the Employee's sick leave will be reinstated.

22.02 Sick leave shall be granted to Regular Employees on the basis of two (2) days for every month of service accumulative up to one hundred twenty (120) working days maximum.



## 22.03

Proof Of Illness

- (a) For all absences of five (5) consecutive days or more, due to illness, an Employee shall be required to produce a certificate on a sick leave form acceptable to the Division and completed by a duly qualified medical practitioner disclosing all relevant and pertinent information. A certificate may be requested for any period less than five (5) days should the Division consider it desirable.
- (b) Medical information provided to the Division shall include the following relevant and pertinent information:
- instances of five (5) consecutive days but less than ten (10) consecutive days will address section 1 and 2 below;
  - instances of absence of ten (10) consecutive days and longer shall address sections 1 through 6 inclusive.
1. Physician has examined the patient;
  2. Patient has or did have a medical condition that required(s) absence from work;
  3. Patient is receiving and participating in treatment/recovery plan;
  4. Anticipated return to work to full duties;
  5. Prognosis/anticipated duration of illness;
  6. Any restrictions/modifications to workplace or duties that are anticipated to be necessary in order to return the Employee to work at an earlier date.

Any fee to be paid to the medical practitioner to complete the certificate or report with respect to the information required for sections 1 and 2 shall be borne by the Employee. Any fee to be paid to the medical practitioner to complete the certificate or report with respect to the information required for all sections 1 through 6 shall be borne by the Employee up to a limit of **\$20.00** per certificate or report and the Division shall bear the cost of such fees per certificate or report where such fees exceed **\$20.00**.

**Any fee to be paid to the medical practitioner to complete an Occupational Health Assessment Form when required by the Division shall be borne by the Employee up to a limit of \$20.00. When an employee is required by the Division to submit an additional Occupational Health Assessment Form, for the same occurrence/ medical condition, the fees shall be borne by the Division.**

22.04 Sick Leave Without Pay

Sick leave without pay may be granted at the sole discretion of the Board to an Employee who does not qualify for sick leave or who is unable to return to work at the termination of the period for which sick leave pay is granted.

22.05 Suspected Abuse

In cases of suspected abuse of sick leave, an Employee shall be required, any time, to produce the Board's approved sick leave form completed by a duly qualified medical practitioner.

## 22.06 Workers' Compensation Board benefits shall be administered in accordance with Addendum No. 1.

22.07 A Regular Employee shall continue to accumulate seniority for the first two (2) years during which **the Employee** is absent as a result of an accident for which Workers' Compensation is payable.22.08 Secretary-Treasurer shall provide to each Employee, on an annual basis, a statement setting out the balance of accumulated sick leave days as at June 30th of each year. Each Employee shall be permitted a period of twenty (20) working days after the sick leave statements are sent to protest to the Secretary-Treasurer, in writing, any alleged error in the sick leave statement, but such protests shall be confined to errors occurring subsequent to the preceding sick leave statement. However, when an Employee is on vacation, leave of absence or sick leave, the Employee may protest the alleged error within twenty (20) working days of **their** return to work. If the Employee's protest is not settled to the satisfaction of the parties to this Agreement and the Employee affected, the matter shall be considered a grievance and shall be processed under Article 13 hereof. Alternatively, the Secretary-Treasurer may, in lieu of an annual statement, reflect on an Employee's earnings statement which accompanies each Employee's bi-weekly wage payment, the most recent available accumulated sick leave balance subject to adjustment for unrecorded sick leave taken.

## 22.09 Should the Board remain entitled to a Premium Rate Reduction as a result of maintaining a Wage Loss Replacement Plan, five-twelfths (5/12) of the difference between the standard Employer premium rate and the reduced premium rate shall be paid to each Employee. Payment of such premium reduction rebate shall be paid on each pay cheque.

## 22.10 Employees coming within scope of this Collective Agreement from another bargaining unit or employee group, both within the employment of the Division shall bring forward their current accumulated sick leave balances into their employment within scope of this Agreement as their opening sick leave balance. Such Employees are always limited to the maximum number of accumulated sick leave days and may not bring forward an accumulated sick leave balance which

exceeds the maximum accumulated sick leave balance permitted within this Collective Agreement.

### **ARTICLE 23 - TEMPORARY WORK**

23.01 An Employee may be shifted from one position to another, for temporary work, for a period not exceeding sixty (60) working days, but with no downward change in salary rate. When any Regular Employee is shifted pursuant to this Article, it does not constitute a reclassification to a Temporary Employee as defined in Article 5.02 (e).

### **ARTICLE 24 - LEAVE OF ABSENCE**

24.01 For Union Business

- (a) Where Board permission has been granted to representatives of the Union to attend joint meetings with the Board's representatives to carry out negotiations or to attend joint meetings with respect to a grievance, those Employees shall suffer no loss in pay for time spent at those joint meetings. When grievance meetings or hearings are held the Union may have present the Grievor, the President or designate and any other representative who is not an Employee of the Division. Should the Union desire to have additional representatives who are Employees of the Division and would be attending during their normal work shift, those Employees may attend with no loss of wages or benefits but the cost of wages and benefits shall be reimbursed to the Employer by the Union.
- (b) The Division agrees that an Employee, where permission has been granted, shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (c) For purposes of this Article and any other Article in this Agreement where provisions exist that the Union shall reimburse the Employer for the cost of wages and benefits, the following definitions shall apply:
  - (i) Wages shall mean the applicable hourly rates of pay multiplied by the number of hours that the Employee is away from **their** regular work assignment, including vacation pay where such is paid with each pay cheque and, subsequently, any retroactive pay where a general salary increase is applied to these hours.
  - (ii) Benefits shall include the cost of benefits paid by the Employer in respect of the foregoing hours and shall include but not be limited

to the Employer share of Canada Pension Plan Contributions, Employer share of Employment Insurance Premiums, Employer matching contributions into the M.S.B.A. Pension Plan, Employer administrative charge paid into the M.S.B.A. Pension Plan, Employer share of Group Life Insurance premiums, Employer share of Workers' Compensation Board premiums and Employer share of any other insurance or benefits plans.

24.02 Union Conventions

Leave of Absence without loss of seniority, but without pay, may be granted upon request to the Board by Employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of forty-eight (48) days in any one year to all members belonging to the Union. The Board shall, if requested by the Union, continue to pay the Employee during the periods of leave of absence without pay as if **the Employee** had remained at work. The Board will then bill the Union an amount equal to actual cost of the Employee's wage and benefits.

24.03 General Leave

The Board may grant leave of absence without pay and without loss of seniority. Requests for such leave shall be in writing and subject to approval by the Board.

24.04 Maternity/Parental Leave

The Board will grant maternity/parental leave as provided by *The Employment Standards Code*.

24.05 Jury Duty/Court Witness

- (a) When a Regular Employee is absent from work to perform jury service or to testify as a crown subpoenaed witness, or in **their** capacity as a Division Employee, the Division will pay **their** regular rate of pay for each hour **they** would have worked had **they** not been on jury duty, provided however, any jury fees, or as a witness, any witness fees received by **them** for performing such service or giving such evidence is submitted to the Employer. The Employee shall immediately notify the Division upon becoming aware of **their** requirement to attend at court.
- (b) The Employee, where possible, would make **themselves** available for duty at **their** job during regular working hours when **they** may not be required at court.

24.06 Family Leave

Where no one other than the Employee can provide for the needs, during illness, of that Employee's spouse, common-law spouse, children, step-children, parents,

step-parents and parents-in-law, the Employee shall be entitled, after notifying the Employee's supervisor, to use up to a maximum of three (3) accumulated sick leave days per year to care for the above listed family member who is ill.

24.07 Short Term Absences

Short term absences on compassionate grounds, either with or without pay, may be granted at the sole discretion of the Superintendent or designate.

**ARTICLE 25 - RELIGIOUS LEAVE**

- 25.01 Employees shall not absent themselves from duty for reasons of religious holy days without first securing permission from the Superintendent or designate. All requests for such approval shall be made to the Director of Facilities and Operations on the form prescribed with a copy going to the principal.
- (a) Employees desiring to observe recognized religious holy days will substitute up to two (2) days' time off with pay by substituting New Year's Day, Good Friday, Boxing Day, or Christmas Day for religious holy days that Employee requires.
  - (b) An Employee substituting religious holy days will, where practical, be allowed to work in their regular job classification and work location. Where this is not practical, the Employee may be redeployed to a position they are qualified for at a suitable work site. Employees substituting days will receive their regular rate of pay on those general holidays they choose to work.
  - (c) The following notification period will apply:
    - (i) for Employees requiring religious holy leaves prior to October 15<sup>th</sup>, ten (10) working days' notice in writing shall be given to the Division, for Employees requiring religious holy days after October 15<sup>th</sup>, notice in writing of leave required for that school year shall be given by September 30<sup>th</sup>;
    - (ii) for those Employees commencing employment with the Division at a time other than the start of the school year and who require religious holy leave, notice in writing, shall be given to the Division within ten (10) working days of active employment,
    - (iii) where the appropriate notice has not been given to the Division, the Division shall provide religious holy days and the day substituted shall be at the Division's discretion.

## **ARTICLE 26 - BEREAVEMENT PROVISION**

- 26.01 An Employee shall be granted a maximum of five (5) days absence without loss of pay in the case of the death or serious illness of or serious injury to a spouse, common-law spouse, child, foster child, father, father-in-law, mother, mother-in-law, **brother, sister**, grandchild, stepchild, or step-parent.
- 26.02 An Employee shall be granted a maximum of two (2) days absence without loss of pay in the case of the death or serious illness of or serious injury to a grandparent, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
- 26.03 One (1) day leave **shall** be granted without loss of salary or wages to attend a funeral as an active participant such as pallbearer, delivering a eulogy or similar responsibility.

## **ARTICLE 27 - PENSION PLAN AND EXTENDED HEALTH BENEFITS**

### 27.01 Group Insurance

**The Division shall administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.**

### 27.02 Pension Plan

All Employees covered by the Agreement shall be eligible to enroll in the Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba according to the terms and conditions of the Plan text.

## **ARTICLE 28 - OTHER BENEFITS**

- 28.01 Where reasonably possible, proper accommodation shall be provided in all schools and shops for Employees of the board, to have their meals and keep their clothes.
- 28.02 Present Conditions and Benefits
- Working conditions which Employees now enjoy, receive or possess as Employees of the Division shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Board and the Union.
- 28.03 All Employees in the Bargaining Unit shall pay parking fees in accordance with rates as established by the Board from time to time.

## **ARTICLE 29 - FEES AND LICENSES**

- 29.01 Employees who may be required to utilize their personal vehicles to perform Division work shall be reimbursed for mileage as per Board policy.
- 29.02 Where an Employee is required to obtain any licenses for the Division, the Division shall reimburse that Employee for the costs of those licenses.
- 29.03 Employees of the Pembina Trails School Division who are required to drive vehicles other than their personal automobiles, shall be reimbursed only that portion of their license fees which represents the cost of maintaining a special classification of license required by the School Division.
- 29.04 Medical fees for periodic examinations which are required as a condition of employment shall be paid by the School Division. Time off for such examinations shall be taken during working hours with no loss of wages.
- 29.05 The Division shall reimburse tuition fees for a job related course in cases where the Director of Facilities and Operations has approved the application for reimbursement of the tuition fees of an Employee and where the Employee has successfully completed the job related course including obtaining certification where applicable.

## **ARTICLE 30 - SAFETY**

- 30.01 The Division and the Union will co-operate in continuing the safety measures now in effect.
- 30.02 Any representative of the Union who is in the employ of the employer shall have the right to attend joint meetings held within working hours without loss of pay. A minimum of two (2) days' time off with pay per year shall be provided to Employees who are members of the Workplace Safety and Health Committee so that they may attend safety and health training courses and/or conferences.**
- 30.03 Employees will be reimbursed for the cost of safety footwear as required, not necessarily annually to a maximum cost of one-hundred fifty dollars (\$150) plus taxes upon submission of a receipt.

## **ARTICLE 31 - PERFORMANCE REVIEW**

- 31.01 The basic purpose of a performance review shall be to keep an Employee informed as to the adequacy of **their** performance and to provide information to assist the Employee in maintaining the level of **their** performance or improving **their** performance.

- 31.02 A performance review of each Employee will be conducted no less frequently than triennially. A performance review may be conducted more frequently for Employees who are serving probationary or trial periods or in instances where the Director of Facilities and Operations, in **their** discretion, believes that it is warranted. The performance review may utilize whatever standard or special forms seem appropriate to the Administration. Each Employee shall be allowed to review with Administration all aspects of **their** review and may file any supplementary statement to be attached to this report as **the Employee** deems advisable in the circumstances. The formal review and any supplementary statements filed will form part of the Employee's permanent personnel file.
- 31.03 The Grievance Procedure as outlined in Article 13 is not applicable to this Article except where the performance review is being used for the purpose of disciplining an Employee.

### **ARTICLE 32 - RETROACTIVITY**

- 32.01 Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing of this Agreement shall apply to all **future**, present and past Regular and Temporary Employees of the Board. Time worked as a Casual Employee shall not be subject to retroactive pay.
- 32.02 Notwithstanding Article 32.01:
- (a) A Regular or Temporary Employee who has left the employ of the Board prior to the date of the signing of this Agreement without having provided the Board at least fourteen (14) calendar days notice prior to the date of resignation shall forfeit any right to retroactive pay.
  - (b) An Employee who is terminated for cause prior to the date of signing of this Agreement shall forfeit any right to retroactive pay.

### **ARTICLE 33 - STRIKES AND LOCKOUTS**

- 33.01 It is agreed by the Union that during the term of this Agreement there shall be no strike or slowdown, either complete or partial, or other action which would stop or interfere with the education of the children.
- 33.02 It is agreed by the Employer that there shall be no lockout during the term of this Agreement.
- 33.03 The strike and lockout provisions of The Labour Relations Act apply to both parties. The Division and the Union mutually agree to provide at least fourteen (14) calendar days' notice in writing to the other party prior to the commencement of any strike or lockout.



### **ARTICLE 34 - WORKING CONDITIONS**

34.01 The Union and its members agree to observe all the rules and regulations of the Board which may now be in force or which may at any time hereafter be put into effect, and such rules and regulations shall not conflict with any of the provisions of this Agreement.

### **ARTICLE 35 - BUS DRIVERS**

The following shall apply only to bus drivers. All other articles in this Agreement apply to bus drivers and other classifications within scope of this Collective Agreement.

- 35.01
- (a) **Effective August 2024**, all full-time runs shall be posted during each August for bid by the incumbent full-time drivers and those full-time drivers shall be appointed to runs in accordance with Article 8.01.
  - (b) All regular runs not filled by full-time drivers shall be posted for bid by part-time drivers who shall be assigned in accordance with Article 8.01.
  - (c) **At any point after August 2024**, following the posting and bidding procedure **as outlined in** Article 8.01, circumstances may arise which, in the judgement of the Director of Transportation, require a change in the routes as posted and bid for. Should such changes be made and drivers reassigned from one route to another, no driver, as a result of the reassignment, shall suffer a reduction in the minimum number of hours per week which would normally have been paid for the route **prior to the change**.
  - (d) Where, pursuant to paragraph (c), during the year, the Director of Transportation makes a change in the routes as were posted and bid for, each driver's start time and end time for the drivers selected route **shall only** be changed by more than thirty (30) minutes either earlier or later **if the driver is given at least ten (10) working days' notice of the change**.
  - (e) **At any point after August 2024, in the event that a new run is created or an existing run is vacated, the run shall be posted for bid by full-time drivers in accordance with Articles 8.01 and 8.02.**
- 35.02 Two (2) piece runs (morning and afternoon) filled by part-time drivers shall be paid on the basis of a minimum of four (4) hours per day and twenty (20) hours per week. All the time worked over twenty (20) hours per week shall be paid at the regular hourly wage.
- 35.03 Three (3) piece runs (morning, noon and afternoon) filled by part-time drivers shall be paid on the basis of a minimum of six (6) hours per day thirty (30) hours per week shall be paid at the regular hourly wage.

- 35.04 In exceptional circumstances, the Division may operate one piece runs (morning or noon or afternoon).
- 35.05 (a) One (1) piece runs (morning or afternoon) filled by part-time drivers shall be paid on the basis of a minimum of two (2) hours per day and ten (10) hours per week. All time worked over ten (10) hours per week shall be paid at the regular hourly wage.
- (b) One (1) piece runs (noon) filled by part-time drives shall be paid on the basis of a minimum of two (2) hours per day and ten (10) hours per week. All time worked over ten (10) hours per week shall be paid at the regular hourly wage.
- 35.06 The minimum time paid for extra trips after the drivers' regular hours and on weekends shall be two (2) hours unless the extra trip is consecutive with the Employee's regular trip time.
- 35.07 Subject to Article 9, seniority shall be recognized in the assignment of field trips except for those field trips on evenings or weekends which will be divided up as evenly as possible.
- 35.08 When a field trip is cancelled on the day when it has been scheduled to occur, the Driver assigned to that field trip shall be paid for the time allocated for the trip at straight time if no alternative field trip has been provided in lieu. If an alternative field trip has been provided, the Driver shall be paid for the field trip which provides the greater allocated time.
- 35.09 Field Trips occurring during the regular school day shall be offered to Division Employees as the operational requirements allow.
- 35.10 Bus drivers who are qualified driver trainers and who function in the capacity as a driver trainer from time to time as directed by the Director of Transportation shall receive an additional fifty (50) cents per hour during those hours when they are serving in the function as a driver trainer.
- 35.11 The Transportation Department shall hold two (2) group meetings of bus drivers per school years and other meetings as required.

This Collective Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4588**

**ON BEHALF OF:  
PEMBINA TRAILS SCHOOL DIVISION  
- CARETAKERS, BUS DRIVERS**

\_\_\_\_\_  
CUPE Local 4588 President

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

\_\_\_\_\_  
CUPE Local 4588 Secretary

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

\_\_\_\_\_  
CUPE National Representative

KM/wkp/cope 491  
February 26, 2024

**SCHEDULE "A"****Pembina Trails School Division  
Caretakers & Bus Drivers****WAGES**

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- (a) Where an Assistant Caretaker or a Caretaker I is required by the Director of Facilities and Operations or designate, because of absence, to assume the duties of a higher classification, that Employee shall receive the higher rate of pay commencing on the first day of assuming such duties.
- (b) After a Head Caretaker or Caretaker I is absent, all available day work shall be given to Assistant Caretakers in the building on a rotational basis. Assistant Caretakers wishing to be considered for day work shall let their intention be known in writing to the Operations Supervisor.

<i>July 1, 2020 – June 30, 2021</i>	<i>2%</i>
<i>July 1, 2021 – June 30, 2022</i>	<i>3.3%</i>
<i>July 1, 2022 – June 30, 2023</i>	<i>2.75%</i>
<i>July 1, 2023 – June 30, 2024</i>	<i>2.9%</i>
<i>July 1, 2024 – June 30, 2025</i>	<i>2.9%</i>

<b>Classification</b>	<b>Step</b>	<b>July 1, 2020 2%</b>	<b>July 1, 2021 3.3%</b>	<b>July 1, 2022 2.75%</b>	<b>July 1, 2023 2.9%</b>	<b>July 1, 2024 2.9%</b>
	Band 1/2	\$27.15	\$28.05	\$28.82	\$29.66	\$30.52
Head Caretaker	Band 3	\$27.73	\$28.65	\$29.44	\$30.29	\$31.17
	Band 4	\$28.32	\$29.25	\$30.05	\$30.93	\$31.82
Caretaker - 1		\$26.53	\$27.41	\$28.16	\$28.98	\$29.82
Assistant Caretaker		\$25.99	\$26.85	\$27.59	\$28.39	\$29.21
Security Checker		\$15.77	\$16.29	\$16.74	\$17.22	\$17.72
Head Bus Driver		\$33.05	\$34.14	\$35.08	\$36.09	\$37.14
Bus Driver	1	\$25.01	\$25.84	\$26.55	\$27.32	\$28.11
	2	\$26.62	\$27.50	\$28.26	\$29.08	\$29.92
Clerk Dispatcher		\$28.63	\$29.58	\$30.39	\$31.27	\$32.18

**SCHEDULE "B"****Pembina Trails School Division  
Caretakers & Bus Drivers****CASUAL WAGE RATES**


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<i>July 1, 2020 – June 30, 2021</i>	<i>2%</i>
<i>July 1, 2021 – June 30, 2022</i>	<i>3.3%</i>
<i>July 1, 2022 – June 30, 2023</i>	<i>2.75%</i>
<i>July 1, 2023 – June 30, 2024</i>	<i>2.9%</i>
<i>July 1, 2024 – June 30, 2025</i>	<i>2.9%</i>

<b>Classification</b>	<b>Step</b>	<b>July 1, 2020 2%</b>	<b>July 1, 2021 3.3%</b>	<b>July 1, 2022 2.75%</b>	<b>July 1, 2023 2.9%</b>	<b>July 1, 2024 2.9%</b>
	Band 1/2	\$25.80	\$26.65	\$27.38	\$28.17	\$28.99
Head Caretaker	Band 3	\$26.35	\$27.22	\$27.96	\$28.78	\$29.61
	Band 4	\$26.90	\$27.79	\$28.55	\$29.38	\$30.23
Caretaker - 1		\$25.20	\$26.04	\$26.75	\$27.53	\$28.33
Assistant Caretaker		\$24.69	\$25.51	\$26.21	\$26.97	\$27.75
Security Checker		\$14.98	\$15.48	\$15.90	\$16.37	\$16.84
Head Bus Driver		\$31.40	\$32.43	\$33.32	\$34.29	\$35.28
Bus Driver	1	\$23.76	\$24.54	\$25.21	\$25.95	\$26.70
	2	\$25.30	\$26.13	\$26.85	\$27.63	\$28.43
Clerk Dispatcher		\$27.20	\$28.10	\$28.87	\$29.71	\$30.57

**SCHEDULE "C"****Pembina Trails School Division  
Caretakers & Bus Drivers****HEAD CARETAKER BANDS**

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<b>Band</b>	<b>Description</b>
1 & 2	Up to 44,999 square feet
3	45,000 - 69,999 square feet
4	70,000 and over square feet

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**ADDENDUM NO. 1****Workers Compensation Board Top Up Methodology (June 22, 2006)**

The parties agree that the procedures and methodology as set out in this Addendum No. 1 shall be adopted and applied for the administering of workers compensation.		
1	Employee Options	No Option offered.
2	Top-up Calculation	The Top-up shall be calculated as follows: For Full-time Staff-Regular Gross Pay (plus Vacation Pay when paid with each cheque) less 20% and Part-time Staff less 15% (estimated for C.P.P., E.I. and Income Tax) = Net Pay * 10% = Top-up. This calculation approximates 10% of Net Income as defined by W.C.B. which is the portion not paid by W.C.B. Subject to No. 3 below, the Top Up will be increased by the amount required to maintain the same contribution to the <b>M.S.B.A.</b> Pension Plan that was being made prior to the employee commencing W.C.B. leave.
3	Annual Limit on Contributions to the <b>M.S.B.A.</b> Pension Plan	Federal law currently does not permit contributions into a pension plan which exceed 18% of earned income in any calendar year (employee plus Employer matching contributions). For employees on longer terms of W.C.B. Leave, this means that the Pre-W.C.B. pension contributions may not be able to be maintained for the full period of the W.C.B. leave period. In the Fall of each year or whenever an employee is on W.C.B. leave for 18 weeks (9 pay periods) in any calendar year, the Secretary-Treasurer's Department will review the status of the W.C.B. recipient to determine whether or not the 18% ceiling has been breached. If the ceiling is expected to be or has been breached, adjustments to the pension contributions (including recovery, if necessary) shall be made to ensure that the contributions remain within 18% of earned income.
4	Effective Date	As soon as Payroll is notified that an employee is filing a W.C.B. claim including the date of the injury, and it seems clear that the employee will be approved for W.C.B. benefits, the effective date of W.C.B. benefits and Top-up is the day following the day of the injury.
5	Ordinary Advance of W.C.B. Benefits	Due to the time delay between the reporting of the injury to W.C.B., the completion of the approval process and issuing of W.C.B. benefits cheques, the Division will issue an Advance of W.C.B. benefits equal to 1 pay period of estimated benefits. The Advance will be paid on the normal pay date for the applicable pay period. The Division will notify W.C.B. as to the amount of the Advance paid and W.C.B. will issue a cheque to the Division for the amount of the Advance and deduct that amount from benefits sent to the employee.

6	Additional Advance of W.C.B. Benefits ONLY when injury occurs in First Week of Pay Period	As injuries can occur during any part of any pay period the Regular Gross Pay for the pay period will be adjusted and an Additional Advance paid (in addition to the Ordinary Advance) to cover the period between the date of the injury and the end of the pay period. This can only be done if there is time adjust the payroll reflecting a portion as Regular Wages and a portion as Advance of W.C.B. Benefits. In this case, the Division will notify W.C.B. as to the amount of the Additional Advance paid and W.C.B. will issue a cheque to the Division for the amount of the Additional Advance and deduct that amount from benefits sent to the employee.
7	Additional Advance of W.C.B. Benefits ONLY when injury occurs in Second Week of Pay Period	In some cases, the injury may occur during a pay period at a time when the Regular Gross Pay for that period cannot be adjusted as provided in No. 5. In this case, the full Regular Gross Pay will have been paid. The total Regular Gross Pay paid for the days when the employee was actually injured during that pay period shall be considered as Additional Advance of W.C.B. benefits and treated the same way as provided in No. 5 with corrections for C.P.P., E.I. and Income Tax in a subsequent period. (Gross Pay is reversed and Advance entered in next pay period.)
8	W.C.B. Benefits Payments	Except for the Division receiving reimbursement from the W.C.B. for the Advance and Additional Advance paid, all W.C.B. benefits cheques would be sent directly from W.C.B. to the employee.
9	Division Payments	Except for the Advance and Additional Advance the only payments from the Division to an employee in receipt of W.C.B. benefits payments will be the Top-up payment.
10	Sick Leave Deduction	The amount of sick leave to be deducted from the employee for any pay period is the dollar amount of the Top-up payment divided by the employee's hourly rate of pay and sick leave converted to and deducted in Hours.



**LETTER OF UNDERSTANDING**

between

**Canadian Union of Public Employees, Local 4588  
(Caretakers, Bus Drivers)**

and

**Pembina Trails School Division**

**RE: SICK LEAVE RETIREMENT BENEFIT**

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The parties herewith agree that the following terms regarding the sick leave retirement benefit shall apply only to the eligible employees listed in this Letter of Understanding and which names shall be removed from the list as employees retire or leave the employ of the Division.

**TERMS:**

**Sick Leave on Retirement**

An employee shall, on retirement, receive a maximum of \$1,500.00 provided that **the Employee** has one hundred and twenty (120) days sick leave credits. In the event that an employee has less than one hundred and twenty (120) days sick leave credits, the following formula shall apply:

$$\frac{\text{Amount of Sick Leave Credits}}{120} \quad X \quad \$1,500.00$$

In the event of death before retirement, any accrued sick leave cash bonus shall be paid to **their** beneficiary.

**ELIGIBLE EMPLOYEES:**

- |                   |                     |                      |                     |
|-------------------|---------------------|----------------------|---------------------|
| 1. Buczynsi, Ed   | 8. Haliuk, John     | 15. Morganti, John   | 22. Senior, Ernie   |
| 2. Coffman, Andy  | 9. Hearnden, Gary   | 16. Nesbitt, Dale    | 23. Sim, Ann        |
| 3. Comberach, Tom | 10. Hill, Doug      | 17. Nowosad, Darlene | 24. Thiessen, Wayne |
| 4. Djuric, Goran  | 11. Kaminsky, Bruce | 18. Pennycook, Bryan | 25. Urban, Shannon  |
| 5. Dzaic, Davor   | 12. Klassen, Cindy  | 19. Perreault, Rob   | 26. Whittom, Dave   |
| 6. Faulkner, Ken  | 13. McDermid, Kevin | 20. Polson, Pat      | 27. Wutke, Marlene  |
| 7. Funk, Dan      | 14. McKay, Elliott  | 21. Schultz, Shane   |                     |

This Letter of Understanding signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4588**

**ON BEHALF OF:  
PEMBINA TRAILS SCHOOL DIVISION  
- CARETAKERS, BUS DRIVERS**

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CUPE Local 4588 President

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Chair of the Board

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CUPE Local 4588 Secretary

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Secretary-Treasurer

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CUPE National Representative

KM/wkp/cope 491  
February 26, 2024