

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**PRAIRIE ROSE SCHOOL DIVISION**

**AND**



**LOCAL 4701 - UNIT B**

**CUSTODIANS, SCHOOL SECRETARIES, MECHANICS,  
LIBRARY TECHNICIANS, BUS DRIVERS, IT TECHNICIANS**

**COVERING THE PERIOD**

**JULY 1, 2022 TO JUNE 30, 2026**

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This Agreement made and entered as of this 8th day of April, 2025.

**Between:**

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

of the First Part

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B  
(hereinafter referred to as the "Union")**

of the Second Part

**ARTICLE 1 - PREAMBLE**

Whereas it is the desire of both Parties of this Agreement:

- 1.01 To maintain and improve relations and settled conditions of employment between the Division and the Union.
- 1.02 To recognize the mutual value of joint discussions and negotiation in all matters pertaining to working conditions, employment, services, and wage rates.
- 1.03 To encourage efficiency in operation.
- 1.04 To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and to provide a basis for both Parties to improve the education services provided to the school children and the ratepayers of the Prairie Rose School Division.

Now therefore, the Parties agree as follows:

**ARTICLE 2 - DEFINITIONS**

- 2.01 The term "employee" shall, for the purposes of this Agreement, include all employees as outlined in MLB Certificate #6227 and further:
- 2.02 "Full-time employee" and "part-time employee" means an employee who works on a regular and recurring basis.
- 2.03 "Temporary employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. An employee hired under this designation will not normally work more than six

(6) months. However, in the event such a requirement exists, the Union shall be notified of any duration in excess of six (6) months.

In the event the temporary employee is no longer required, such temporary employee shall receive at least two (2) weeks' notice or pay in lieu thereof.

Where a temporary employee is hired into a regular full-time or part-time position without a break in service, **they** shall be entitled to seniority, consistent with Article 11.01, retroactive to **their** last date of hire.

- 2.04 "Casual employee" **or "spare"** means an employee who is employed on an irregular and unscheduled basis. A casual **or spare** employee is not covered by this Agreement. However, a casual **or spare** employee shall be paid the rate of pay as per Schedule "A" for the position they assume.
- 2.05 Students hired during the period of May 1<sup>st</sup> to September 30<sup>th</sup> of any year will not be covered by this Agreement.
- 2.06 Every newly hired employee shall be placed on probation for a period of six (6) consecutive months of service exclusive of the summer and winter breaks from the date from which employment commenced.
- 2.07 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not have recourse through the grievance procedure for discharge.
- 2.08 Upon completion of the probationary period, seniority shall be retroactive to the date of last hire.
- 2.09 **The 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 3 - MANAGEMENT RIGHTS**

- 3.01 Subject to the provisions of this Agreement, the operation of the schools and direction of the staff covered by MLB Certificate #6227, including the right to hire, suspend, or discharge for just cause; to assign to jobs, to classify, to promote, to transfer for cause employees among the schools; to increase, decrease or reorganize the staff, both permanent and temporary, and to determine the service necessary for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Division.

In administering this Agreement, the employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

- 3.02 **The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be subject to the terms of this Agreement and in conformance with the laws of the Province of Manitoba.**

The **provisions of this collective agreement** shall be the source of any rights that may be asserted by the Union against the School Division.

#### **ARTICLE 4 - RECOGNITION**

- 4.01 This Agreement covers all employees as outlined by MLB Certificate #6227 issued by the Manitoba Labour Board and as listed in Schedule "A" except casual employees, those excluded by the Act and those positions that the Parties may, from time to time, agree on as being excluded from this Collective Agreement.
- 4.02 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.
- 4.03 For new employees, the deduction of dues shall become effective on the first semi-monthly pay.
- 4.04 The Union shall provide the Division at least one (1) month's advance notice of any change in the dues structure.
- 4.05 Deductions shall be made from the semi-monthly payroll and shall be submitted to the National Secretary-Treasurer of CUPE no later than the 15<sup>th</sup> of the month following the month deductions were made.
- 4.06 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory checkoff of Union dues as provided for above.
- 4.07 Annually, upon written request, a comprehensive list including the name and address of each employee shall be sent to the Union.
- 4.08 Should a dispute arise concerning whether a particular person comes within the bargaining unit covered by this Agreement, the matters may be submitted by either Party to the Manitoba Labour Board for a decision.

#### 4.09 **Access to Division Property**

With the prior approval of the Superintendent, a representative of the Union shall be **permitted** to visit the worksite or school in order to deal with any matters arising out of the Collective Agreement. **All visitors are expected to report to the front office in advance of entering the school premises during school hours and to the Night Custodial Supervisor after hours. Such business shall be held whenever possible during the employees' allocated lunch and/or coffee breaks provided that visits shall not result in unnecessary disruption of operations carried on in the workplace.**

### **ARTICLE 5 - NEGOTIATIONS**

- 5.01 The Union shall notify the Division, in writing, as to the names of their Executive, Stewards and Committee members. The Division shall notify the Union, in writing, as to the names of their Committee members and those that the Union will deal with.
- 5.02 The Bargaining Committee of the Union shall not exceed **six (6)** members, exclusive of the CUPE Representative.
- 5.03 Leave of absence with pay may be granted to up to two (2) employee representatives of the Union who are required to attend negotiation meetings held during working hours.

### **ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE**

- 6.01 **The Labour Management Committee** shall consist of equal representatives of the Union and of the Division. Each party shall be entitled to have up to three (3) members on the committee. **When needed, the ex-officio will attend.** The committee shall concern itself with the following matters:
- (a) increasing operating efficiency by promoting cooperation in effecting economy moves;
  - (b) improving the quality of service for the school children and the ratepayers of the Prairie Rose School Division;
  - (c) reviewing suggestions from employees as it relates to the above.
- 6.02 The Committee shall meet at the call of either party, upon at least two (2) weeks'

notice, however, not more than once every two (2) months unless otherwise mutually agreed. The request for such meetings shall be accompanied by an agenda of the items to be discussed. It is understood that new items may be deferred to a future meeting.

- 6.03 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement or any grievance arising there from.
- 6.04 The Committee shall not supersede the activities of any other committee of the Union or of the Division and does not have the power to bind either the Union or its members or the Division to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Division with respect to its discussions and conclusions.
- 6.05 Leave of absence with pay shall be granted to employee representatives of the **Labour Management** Committee to attend committee meetings where such meetings are held during working hours.

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 Should a dispute arise between the Division, the Union or any employees regarding the interpretation, meaning, operation or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

**Throughout Steps 2-4, the Parties may be required to meet in attempts to reach a mutual resolve.**

If the grievor so wishes, **they** may be accompanied by a Union Steward for the Steps one (1) through three (3).

##### **Step 1**

**The** employee shall first attempt to resolve such dispute **within ten (10) working days of the event giving rise to the grievance** through discussion with the **relevant party or the** employee's immediate supervisor before a grievance is initiated.

##### **Step 2**

**Absent of a successful resolve in Step 1, a grievance may** be submitted in writing, **to the employee's immediate supervisor**, stating the nature of the

grievance, the article(s) in the Collective Agreement **alleged to be** violated and the solution sought, within ten (10) working days of the **discussion had with the applicable party at Step 1**. The supervisor shall render **their** decision within **ten (10)** working days after receipt of the grievance.

In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within ten (10) working days of the said employee returning to work.

### **Step 3**

Failing satisfactory settlement within **ten (10)** working days after the dispute was submitted under Step **2**, the written grievance may be submitted to the Superintendent. The Superintendent shall render **their** decision within **ten (10)** working days after receipt of the grievance.

### **Step 4**

Failing settlement being reached in Step **3**, the grievor may 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.

### **Step 5**

Failing a satisfactory settlement being reached in Step **4**, the Union shall indicate their intent to proceed or not proceed to arbitration within **ten (10)** working days after the Board response under Step **4**.

- 7.02 In cases of discharge or suspension, Steps **1 and 2** of the Grievance Procedure may be by-passed.
- 7.03 The time limits stipulated above may be extended by mutual agreement.
- 7.04 Leave of absence with pay shall be granted to one (1) employee representative of the Union who may be required to attend grievance meetings held during working hours.

## **ARTICLE 8 - ARBITRATION PROCEDURE**

- 8.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.

- 8.02 **Both parties shall agree to the selection of a sole arbitrator within twenty (20) working days following the matter being referred to arbitration.**
- 8.03 If the **parties** fail to appoint an Arbitrator within twenty (20) working days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.
- 8.04 The decision of the **Arbitrator** shall be final and binding on both Parties, but in no event shall the **Arbitrator** alter, modify, or amend this Agreement in any respect.
- 8.05 The Parties to this agreement request that the **Arbitrator** hand down **their** decision as soon as possible.
- 8.06 Each party shall pay one-half (½) of the fees and expenses of the **Arbitrator**.
- 8.07 The time limits as stipulated above may be extended by consent of the Parties to this agreement in writing.
- 8.08 Nothing herein shall prohibit the Parties from agreeing on **an Arbitration Board**. If the Parties so agree, the provisions of this article relating to a **single Arbitrator** shall apply mutatis mutandis to the **Arbitration Board**.
- 8.09 Nothing in this agreement shall preclude a settlement of a grievance by mutual agreement in any manner whatsoever.
- 8.10 One (1) local Union Representative will be granted time off with pay to attend an Arbitration hearing held during working hours.

#### **ARTICLE 9 - PERSONNEL RECORDS**

- 9.01 Upon written request to the Secretary-Treasurer, an employee shall have the right to access and review **their** personnel file at a mutually agreed upon time, in the presence of a Division representative. A copy of an employee's file will be made available upon request within three (3) working days.
- 9.02 An employee has the right to respond in writing to any report or evaluation brought to **their** attention by the Division. Any such written response will be made at the time the report or evaluation was brought to the employee's attention by the Division.
- 9.03 An employee shall receive a copy of any evaluation placed on the employee file.

## **ARTICLE 10 - DISCIPLINE, SUSPENSION AND TERMINATION**

10.01 The Division shall have the right to discipline, suspend or terminate any employee for just cause. Such employee shall be advised in writing of reason for **their** termination or suspension, with a copy being sent to the Union.

10.02 The employee shall have the right to be accompanied by a Union representative **throughout the investigation, suspension, and termination process.**

**When meeting with the employee regarding a complaint, the Employer shall, when possible, give the employee advance notice of the nature of the complaint.**

## **ARTICLE 11 - SENIORITY**

11.01 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit from the date of last hire and shall include service with the Division prior to the certification or recognition of the Union. Seniority shall be one of the factors used in determining preference or priority for promotion, transfer, lay-off, and recall, as set out in other provisions of this Agreement.

11.02 Seniority List

A seniority list shall be prepared by the Division and revised annually, in the first week of April of each year. A copy of the list will be **provided electronically to employees and to the Recording Secretary of** the Union.

11.03 Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and **their** employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) the employee is discharged and is not reinstated;
- (b) the employee resigns in writing;
- (c) the employee is laid off for a period longer than twelve (12) months or such extension as may have been worked;
- (d) the employee fails to return to work following an authorized leave of absence;

- (e) the employee does not return to work from layoff within ten (10) working days of being notified by registered mail to do so.

11.04 Those employees who work on a ten (10) month basis shall have service credited on a twelve (12) month basis for the purpose of seniority.

11.05 An employee shall retain and accrue seniority if **they are** absent from work because of:

- (a) illness or accident to a maximum of twelve (12) months;
- (b) authorized leave of absence of up to thirty (30) working days;
- (c) Maternity or Parental leave or Compassionate Care Leave granted under the *Employment Standards Code*.

11.06 An employee shall retain but shall not accrue seniority if:

- (a) **they are** absent because of illness or accident over twelve (12) months;
- (b) **they are** laid off in excess of the summer months but less than twelve (12) months;
- (c) **they are** on an authorized leave of absence in excess of thirty (30) working days.

## **ARTICLE 12 - STAFF CHANGES**

12.01

- (a) When a new position within the scope of this Agreement is created, or when a vacancy of a permanent nature occurs, or a temporary position with a known duration greater than three (3) months occurs, the Division shall **provide electronic notice to all employees and the to the Recording Secretary of the Union, and post** onto the Division website for a minimum of **five (5)** working days.
- (b) **Where required knowledge, abilities, skills, and qualifications are relatively equal, internal applicants shall be given priority over external applicants.**
- (c) **All bargaining unit applicants shall have the opportunity to discuss why they were not successful.**
- (d) **Transfers beyond one (1) transfer per school year will be at the discretion of the Superintendent. Permission to transfer shall be at the discretion of the**

**Superintendent. Employees transferring to a term position shall be entitled to return to their former position or a comparable position upon completion of the term. Placement shall be at the discretion of the Superintendent.**

12.02 Information on Postings

Such posting shall contain the following information:

Nature and location of position, required knowledge, abilities and skills, qualifications, shift, hours of work, wage or salary rate.

12.03 The Division shall notify the Recording Secretary of the Union of all appointments, transfers, layoffs and recalls.

12.04 Method of Making Appointments

The Division shall base its decision on the applicant's qualifications, ability, skills and experience to perform satisfactorily the duties of the position. If qualifications, abilities, skills and experience are relatively equal, seniority shall prevail.

12.05 Any employee upgraded to a higher classification shall be considered to be on a trial basis in **their** new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period, **the employee** shall be returned by the Division to a position similar to that previously held. **An applicant may elect to return to their former position provided they elect to do so not later than five (5) working days after commencing in the new position, provided the former position has not been filled.** In such event there shall be no loss of seniority nor shall the employee be paid a wage rate that is less than the rate of pay of the classification occupied immediately prior to the upgrade.

12.06

(a) When an employee is relieving another employee in a higher paid classification as per Schedule "A", **they** shall receive the salary rate for that classification which is next highest to **theirs**, for all time so worked.

**(b) When an employee is relieving another employee in a higher paid classification in Bargaining Unit A, they shall receive the salary rate for that classification which is next highest to the employee for all time so worked.**

12.07 An employee relieving another employee in a lower paid classification shall receive their regular rate of pay of their current classification.

## **ARTICLE 13 - HOURS OF WORK**

### 13.01 Custodians, Mechanics, and IT Technicians

Regular hours of work shall be eight (8) consecutive hours per day, exclusive of the meal period and forty (40) hours per week, five (5) days per week, Monday to Friday.

In some schools, **select custodians** are required to work a split shift with normal hours worked.

### 13.02 School Secretaries and Library Technicians

Regular hours of work shall be seven (7) consecutive hours per day, exclusive of the meal period, thirty-five (35) hours per week, Monday to Friday.

**School Secretaries and Library Technicians** shall normally work the school year as prescribed by the Minister of Education as set forth in the Regulations to the *Public Schools Act*, which is inclusive of the ten (10) administrative days. Any additional time required to be worked shall be communicated to the employees prior to June 15<sup>th</sup> of any year, for the following year.

### 13.03 Bus Drivers

- (a) Salaries shall be paid based upon the number of school days as mandated by the Department of Education. The days will be in payment of the full school year and will be deemed to include payment for **General Holidays as outlined in Article 15.01**;
- (b) Bus Drivers shall work those hours as required to properly service their route and to maintain and clean their bus; **Three (3) additional paid days will be provided for in recognition of duties and responsibilities beyond what is included in the calculation of a Bus Driver's basic salary as listed in Article 32.06.**
- (c) A spare school Bus Driver replacing a regular driver will be paid the rate for that route, as per Schedule "A";
- (d) Each Bus Driver shall be paid one (1) hour at the extracurricular rate of pay for each bus evacuation;
- (e) In-Service Days

The eight (8) hours of in-service as mandated by provincial regulation shall be paid at the extracurricular hourly rate. Employees shall receive at least four (4) weeks' notice of requirements for in-service attendance.

13.04 Meal Periods

Employees shall receive an **unpaid** meal period of not less than one-half (½) hour or more than one (1) hour in duration. **The duration shall be provided by the employee's supervisor.**

13.05 Rest Periods

A rest period of fifteen (15) minutes will be allowed for each three (3) hours worked. Such periods shall not be cumulative and shall be at a time determined by the employee's supervisor.

**ARTICLE 14 - OVERTIME**

14.01 All time worked up to eight (8) hours in a day or forty (40) hours in a week shall be paid at straight time. All time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be regarded as overtime payable at the rate of time and one-half (1½ x) for the first four (4) hours and double time (2 x) thereafter.

14.02 When an employee is required to work on a Statutory Holiday the employee shall be paid one and one half times (1½ x) plus the employee's regular day's pay for such holiday.

14.03 Any employee, having returned home from the employee's regular work shift, called back for reason of an emergency, shall be paid a minimum of two (2) hours at time and one half (1½).

14.04 Banked Time

(a) An employee authorized to work beyond their regular scheduled shift but less than eight (8) hours in any one (1) day, may elect to be paid for such time at straight time rates or bank such time, to be taken as equivalent time off **and in accordance with the Employment Standards Code.**

(b) An employee authorized to work beyond eight (8) hours in any one day or beyond forty (40) hours in any one (1) week, may elect to be paid for such time in accordance with Article 14.01 or bank such time, to be taken as

equivalent time off **and in accordance with the Employment Standards Code.**

- (c) Banked time accumulated under (a) or (b) shall not normally exceed the equivalent of five (5) working days in any one school year and shall be taken at a mutually agreeable time;
- (d) For all ten month employees, any outstanding banked time will be paid out **with their final pay for the school year.**

#### **ARTICLE 15 - GENERAL HOLIDAYS**

15.01 All employees may be eligible for the following holidays:

New Year's Day	Louis Riel Day
Good Friday	Victoria Day
<b>July 1st</b>	<b>Terry Fox Day</b>
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
<b>Orange Shirt Day (National Day for Truth and Reconciliation)</b>	

and, any other **General** Holiday as proclaimed by the Province of Manitoba.

15.02 The observance of Remembrance Day in Manitoba is subject to the provisions of the *Remembrance Day Act*, and shall be observed on the day it occurs. Therefore, employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.

15.03 When a paid holiday occurs on Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Division.

15.04 When a **General** Holiday occurs during an employee's annual vacation **the employee** shall be allowed an additional day off at a time mutually convenient to the employee and the Division.

15.05 In order to qualify for payment for the above **General** Holidays, the employee must have met the attendance requirements of the *Employment Standards Code*.

15.06 The Employer will follow the *Employment Standards Code* in order to calculate **General** Holidays. When calculating an employee's earnings for this purpose, the Division shall not factor in unpaid **Winter**, Spring, **and Summer** Breaks and unpaid in-service/administrative days.

## **ARTICLE 16 - VACATIONS**

16.01 The vacation entitlement shall be calculated as to the number of continuous years' service on June 30<sup>th</sup> of each year. Employees who are eligible for an increase in vacation pay will receive it commencing July 1<sup>st</sup> immediately following that anniversary date.

16.02 (a) Annual vacation with pay shall be granted to all employees as follows:

- (i) upon completion of an employee's first full year of continuous service, ten (10) days' vacation. (Four percent [4%] of regular pay)
- (ii) upon completion of an employee's fourth (4<sup>th</sup>) year of continuous service, fifteen (15) days of vacation. (Six percent [6%] of regular pay)
- (iii) upon completion of an employee's tenth (10<sup>th</sup>) year of continuous service, twenty (20) days of vacation. (Eight percent [8%] of regular pay)
- (iv) upon completion of an employee's eighteenth (18<sup>th</sup>) year of continuous service, twenty-five (25) days of vacation. (Ten percent [10%] of regular pay).

(b) Ten (10) month employees shall receive their vacation pay on each pay.

16.03 Vacation Periods

- (a) Twelve (12) month employees shall submit their preferred vacation period to their immediate supervisor for approval, prior to May 1<sup>st</sup> of each year. Normally, workload permitting, vacations will be taken **between July 1st to August 15th**. Employees with at least four (4) years of service may be required to take at least two (2) weeks of their vacation **between** July and August.

16.04 Employees Who Resign

- (a) An employee leaving the employment of the Division prior to the completion of one (1) full year of employment shall be paid vacation entitlement in accordance with the *Employment Standards Code*.

- (b) Employees who resign with at least one (1) month notice prior to the June 30<sup>th</sup> vacation calculation date shall be paid vacation entitlement pro rata based on years of continuous completed service in accordance with Article 16.02.

## **ARTICLE 17 - SICK LEAVE**

### 17.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*. Sick leave is provided for the sole purpose of providing a salary to an employee during periods of illness or injury.

- 17.02 Employees shall accumulate entitlement for sick leave at a rate of two (2) days of sick leave for every month of actual service to a maximum of **one hundred and twenty (120) days**.

Should an employee transfer to a position with a different FTE (move from full-time to part-time or part-time to full-time), **they** shall retain the same number of days of sick leave.

- 17.03 Employees working less than the regular hours of work stated in Article 13, shall be granted sick leave with pay prorated based on full-time equivalents. For example, an employee who works 0.5 FTE (of a six-hour day) and is sick for a day will receive three (3) hours paid sick leave and the employee's sick leave bank will be reduced by one (1) day.

- 17.04 Sick leave shall not continue to accrue while on any leave of absence without pay, or any period of layoff or any period of paid sick leave.

- 17.05 The Division may require the employee to furnish a certificate from a qualified medical practitioner certifying inability of the employee to attend to **their** regular duties. Where an employee fails to furnish such a certificate upon request **they** shall not be entitled to sick leave for such period.

- 17.06 Sick leave is not payable to an employee:

- (a) who is engaged in an employment for wage or profit, during any period for which **they** claim benefits under this sick leave plan.

- (b) who, in respect of injury resulting **from** a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance (“MPI”) to the extent that such benefits combined with Division paid sick leave benefits (Article 17.02) exceed the employee’s normal salary or exceeds the maximum number of sick leave days accumulated by the employee. In such cases, the employee shall reimburse the Division the amount of benefit received from MPI.
- (c) whose illness results from the use of drugs, alcohol or other addictions and who has refused or abandoned treatment and care from a qualified medical practitioner or from a recognized program of treatment.
- (d) for elective cosmetic surgery that is not recommended by a qualified medical practitioner.

17.07

Bus Drivers Replacement

- (a) In any case of absence due to illness, the employee shall secure a spare driver by calling all spare drivers on the spare list who are located in the general proximity of the driver’s route and will report to their supervisor **as soon as reasonably possible** that they are ill and who they have secured as their spare driver.
- (b) **In the event an employee must miss their scheduled shift due to emergent illness, the employee shall contact the Transportation Supervisor as soon as reasonably possible to find a replacement/substitute driver, and no later than two (2) hours prior to their normal bus pre-inspection time.**

**Employees shall cooperate by providing information in advance directly to the Transportation Supervisor and as needed to the Spare Driver with facilitating the transfer of the bus.**

**As soon as reasonably possible, the employee must submit their leave.**

- (c) If the driver cannot secure a spare driver, they shall report the matter to the driver’s supervisor one and one-half (1½) hours prior to the time the driver’s-work commences.

17.08

- (a) For all absences of more than three (3) consecutive days due to illness, an employee may be required to produce a **medical** certificate 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 three (3) days should the Division consider it necessary.

- (b) Medical information provided to the Division shall include the following relevant and pertinent information:
  - (i) Instances of three (3) consecutive days but less than ten (10) consecutive days will address section (1) and (2) below;
  - (ii) Instances of absence of ten (10) consecutive days and longer shall address sections (1) through (5) inclusive.
    - (1) **Medical Practitioner** 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) **Functional restrictions and limitations specific to the medical condition**
    - (5) Anticipated return to work to full duties;
    - (6) Prognosis/anticipated duration of illness;
- (c) If an employee qualifies for sick leave and is away on sick leave longer than a month, they are responsible for providing regular updates to their employer regarding their condition in a reasonable manner.
- (d) The Union recognizes the employer's right to ask for a medical evaluation assessment prior to returning to the workplace where there is reasonable doubt regarding their fitness to return to work.
- (e) Any fee to be paid to the medical practitioner shall be borne by the employee up to a limit of \$50.00 per certificate or report and the Division shall bear the **difference of the** cost of such fees per certificate or report where such fees exceed \$50.00.

17.09 Suspected abuse of sick leave will be investigated and may result in disciplinary action up to and including dismissal.

17.10 Appointment Leave

(a) Personal Medical Leave

The Division recognizes the necessity for employees to attend medical appointments. Employees shall make every effort to schedule appointments during Summer, **Winter**, and Spring breaks, or outside of school hours. When medical appointments cannot be made outside of school hours, every effort shall be made to schedule the appointment to minimize the time away from the school, in such case medical leave shall be granted. **When possible, employees shall attend work before or after their appointment.** Such leave shall be counted against the employee's accumulated sick leave.

(b) Family Medical Leave

An employee shall be granted up to **five (5)** days per year of family medical leave to attend to a medical appointment, illness or injury in the immediate family. **When possible, employees shall attend work before or after their appointment.** Immediate family shall include the employee's spouse, **common-law partner**, parents, children, **or a relative permanently residing with the employee.** This leave shall count against the employee's accumulated sick leave. Leave in excess of the above may be granted at the discretion of the Superintendent in extenuating circumstances with salary deduction as determined by the Superintendent.

(c) The employee may be required to provide information to substantiate the request to the satisfaction of the Division.

17.11 The Division will report accumulated sick leave as at June 30<sup>th</sup> to each employee, by September 30<sup>th</sup> of each year.

**ARTICLE 18 - LEAVE OF ABSENCE**

18.01 Leave for Union Business

Leave of absence without a deduction in wages and without loss of seniority shall be granted upon request to the Division Superintendent to employees selected or appointed to represent the Union at Conventions, **to attend training as per the CUPE Education Workshop Calendar**, executive and committee meetings. It is understood that not more than four (4) employees may be absent at any one

time **provided those members are not from the same facility**. The Union shall reimburse the Division for all wages and benefits.

The Division shall be notified at least ten (10) working days prior to commencement of such leave as to the specific days of leave and which employees are requesting leave.

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

Maximum leave for this purpose in any one (1) year shall not exceed twenty (20) days, overall.

18.02 An employee who is elected or selected for a full-time position with the Union may be granted leave of absence for a period of one (1) year. Upon request, such leave shall be renewed each year during **their** term of office. Such employee shall receive **their** pay and benefits as provided for in this Agreement but the Union shall reimburse the Division the employee's salary plus the cost of fringe benefits.

18.03 (a) Leave of Absence

The Division may grant a leave of absence without pay to any employee requesting such leave, where such leave is, in the opinion of the Division, for sufficient cause. Such request to be in writing and approved by the Superintendent.

(b) General Leave for Bus Drivers

Recognizing the unique circumstances (split shifts) of the Bus Driver position, the Board may grant an extended leave of absence without pay to a Bus Driver requesting such leave subject to the following:

- (i) requests are made in writing at least fifteen (15) working days in advance;
- (ii) the Division is able to accommodate based on operational and staffing requirements;
- (iii) the Division is able to secure a replacement driver;
- (iv) requests are granted on a first come first serve basis;

- (v) the number of days per year shall not exceed fifteen (15) working days;
- (vi) approval by the Superintendent or designate.

In extenuating circumstances, the Superintendent may grant a leave longer than the stated fifteen (15) days.

#### 18.04 Bereavement Leave

- (a) An employee shall be granted up to **five (5)** regularly scheduled work days' leave without loss of salary in the case of death in the **employee's** family, defined as spouse, **common-law partner**, child, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepchild, **stepsibling**, grandchild, grandparent, **foster child**, court appointed guardian, **or a relative permanently residing with the employee.**
- (b) An employee shall be granted up to one (1) regularly scheduled work day's leave of absence without loss of salary to attend to the funeral of an aunt, uncle, niece or nephew.
- (c) Short term absences on compassionate grounds, either with or without loss of pay, may be granted at the discretion of the Superintendent.

#### 18.05 Jury/Witness Duty

An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Division.

#### 18.06 Bus Driver Witness Leave

On occasions when a Bus Driver is required to attend court as a result of having reported a traffic offence that occurred during the course of the driver's duties, the driver will be granted leave with pay to attend and the Division shall pay for mileage at the current Divisional mileage rate. Preauthorization from the **Transportation Supervisor** is required where mileage may be claimed.

18.07 Leave to Write Examinations

The Division shall grant leave, with pay, to employees writing examinations to upgrade employment qualifications, where in the opinion of the Division, such upgrading will benefit the Division.

18.08 Maternity/Parental/Adoption Leave

- (a) Maternity, Parental and Adoption Leave shall be granted in accordance with the provisions of the *Employment Standards Code*.
- (b) Maternity/Parental/Adoptive Leave shall not constitute a break in employment.
- (c) Employees must give four (4) weeks notice to request an extension to their Parental Leave/Adoptive Leave beyond what they had initially told the Division that they were taking.

18.09 Personal Leave

An employee is entitled to one (1) day of leave with pay in each school year at a time agreed to by the employee and **their** immediate supervisor. Where possible, requests for leave will be submitted in writing at least five (5) days prior to the leave. Unused Personal Leave may be accumulated from year to year to a maximum accumulation of three (3) days, but with no more than two (2) days being taken consecutively.

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

18.11 Interpersonal Violence Leave

**Employees who are victims of interpersonal violence, may be entitled to take a leave from work in accordance with the Employment Standards Code legislation.**

**ARTICLE 19 - PAYMENT OF WAGES**

- 19.01 (a) The Division shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- (b) All employees shall be paid semi-monthly by direct deposit to the Canadian financial institute of the employee's choice.

## **ARTICLE 20 - LAYOFF AND RECALL**

20.01 Layoffs are defined as a reduction in the workforce.

20.02 Employees shall be laid off in reverse order of seniority by classification, provided the remaining employees possess the necessary qualifications, abilities and skills to perform the work.

An employee receiving layoff notice may elect to:

- (a) be reassigned to perform the work of the least senior employee, in the same classification, such employee displaced shall then receive layoff notice, or;
- (b) be placed on lay off and receive priority for recall to any vacant or new position that becomes available provided they have the necessary qualifications, abilities and skills to perform the work.

20.03 (a) The Employer shall give the employee written notice of the date on which **the employee** is to be laid off at least thirty (30) calendar days before the date on which **they are** to be laid off or in the absence of such notice shall grant pay in lieu thereof.

- (b) Notice provisions do not apply to the normal **Winter**, Spring, or Summer school closures.

20.04 Recall Procedure

Employees shall be recalled in the order of their classification seniority, provided that the employee possesses the necessary qualifications, abilities and skills to perform the work.

20.05 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

20.06 Bus Drivers

In the event of a reduction in the number of bus routes, Bus Drivers will be laid off in reverse order of seniority within a school service area or driver's proximity to route (within twenty [20] kilometres).

- 20.07 The Division shall give the employee written notice of the date on which **they are** to be laid off at least thirty (30) calendar days before the date on which **they are** to be laid off or in the absence of such notice, shall grant pay in lieu thereof.
- 20.08 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of layoff within a school service area (within twenty [20] kilometres), starting with the most recently laid off employee and proceeding in descending order to the first employee laid off within the school service area.
- 20.09 Any Bus Drivers who are not recalled shall, upon request, be placed on a spare drivers list.
- 20.10 No new Bus Driver shall be hired until those laid off within the school service area (or driver's proximity to route within twenty [20] kilometres) have been given an opportunity to recall.
- 20.11 This article does not apply to the normal operation of the school year (including **Winter**, Spring, Summer breaks and Administration or In-service days).

#### **ARTICLE 21 - JOB CLASSIFICATION**

- 21.01 Whenever a new job within the scope of the bargaining certificate is established **or fundamental responsibilities and duties of the position have changed**, the rate of pay shall be subject to negotiations between the Division and the Union.
- If the parties are unable to agree on the **updated changes and/or** rate of pay, such difference shall be submitted to grievance and arbitration. The new rate shall be retroactive to the time the new position was first filled by the employee **or the fundamental responsibilities and duties of the existing position were changed**.

#### **ARTICLE 22 - EMPLOYEE BENEFITS**

- 22.01 The Division shall administer several group insurance benefit plans for support staff in the bargaining unit, according to the terms and conditions of the Master Policies of the plans and subject to the limitations set out in this article.
- 22.02 Those employee benefit plans shall include the following:

(a) Group Life Insurance Plan

All employees hired after the effective date of the implementation of the plan in the Division shall be required to participate in a Group Life Insurance Plan, unless granted exclusion by the Trustees of the plan.

(b) Long Term Disability Insurance (LTD) Plan

All employees shall participate in a salary continuance plan and will be entered automatically in the plan.

(c) Extended Health Benefit Plan and Dental Plan

All employees have an opportunity to participate in an optional **extended health benefit and dental** plan.

- (a) The Parties acknowledge and agree that neither the Union nor the Division assumes any responsibility whatsoever with respect to any aspect of the plans outlined in this article.

22.03 In all cases, the policies and procedures of the insurance providers shall prevail in plan changes, employee eligibility, enrolment, premium setting, claims administration and termination from the plans. Specific details about the plans will be included in pamphlets and brochures provided by the insurance providers.

22.04 The obligation of the Division to administer the plans on behalf of any employee shall cease upon termination of employment with the Division.

22.05 The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the plans outlined in Article 22.02.

### **ARTICLE 23 - EMPLOYMENT INSURANCE PREMIUM REBATE**

23.01 Should the Division become eligible for a reduction in the Employment Insurance Premium, under the terms of the *Employment Insurance Act*, the five-twelfth ( $\frac{5}{12}$ ) portion due to the employee shall be remitted following the conclusion of each premium year, to the Union.

**ARTICLE 24 - GROUP REGISTERED PENSION PLAN (RPP)**

- 24.01 The Division shall participate in the Manitoba School Boards Association (MSBA) Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba, in accordance with the terms and conditions of the Plan, for all employees in the bargaining unit.

**ARTICLE 25 - GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)**

- 25.01 The Division will administer a Group RRSP by making the deductions as requested and remitting same to the carrier. The carrier of the plan will be determined by the Division. Participation in the plan is voluntary.
- 25.02 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the necessary premium deductions as provided in this article.

**ARTICLE 26 - OTHER ALLOWANCES**

- 26.01 Shift Differential
- Custodial staff working more than one-half (½) of their shift after 6:00 p.m., shall be entitled to a shift premium of one dollar and **seventy-five cents (\$1.75)** per hour for all hours worked in that shift.
- 26.02 Engine Heater Electricity Allowance
- Bus Drivers shall receive an allowance of \$170.00 for the cost of the electricity to plug in the buses **between the months of November 1st to April 30th. The allowance will be paid by May 15th of each year.** This rate will be increased or decreased annually by the same percentage increase or decrease as the hydro rates increase or decrease. The above rates may also be decreased due to any energy efficient initiatives that may be developed and implemented by the Division. **Bus Drivers on a leave of absence greater than two (2) weeks will receive a prorated allowance.**

26.03 **Additional Bus Cleaning Supply Allowance**

An annual allowance for the costs of **additional** cleaning **supplies, not already provided by the Division** as determined by the size of the bus, will be paid to regular route drivers on March 31<sup>st</sup> of each year.

<u>Size of Bus</u>	
48 passenger bus and under	\$150.00 annually
Above 48 passenger	\$180.00 annually

**Those employees on a leave of absence greater than two (2) weeks will receive a prorated allowance.**

26.04 **Distance Allowance**

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

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

26.05 **Winter Heating Check Allowance**

An employee **directed** to perform winter heating checks shall be paid a minimum of two (2) hours at overtime rates for each check **required to be performed**.

**Employees may elect to bank such time, to be taken as equivalent time off in accordance with the Employment Standards Code.**

26.06 **Extracurricular Rate**

July 1, 2022	\$20.25
July 1, 2023	\$20.75
July 1, 2024	\$21.37
July 1, 2025	\$22.01

Drivers will receive a minimum payment of three (3) hours for any one (1) field trip. Drivers will be paid for time traveled to/from the bus garage to the school

requesting the bus in addition to the time spent driving the students to/from and at their destination.

26.07 Hydraulic Lift Allowance

**A \$20.00 per day allowance will be provided** for the driver of a school bus with a hydraulic lift used in the transporting of students **with physical accessibility needs**.

Vacation pay is not included in the rates of Article 26.

**ARTICLE 27 - INCREMENT RAISES**

27.01 For the purpose of increments, movement from one increment to another shall occur on the employee's anniversary date.

When an employee changes positions within the bargaining unit, the start date of the new position will become the increment date.

The seniority date of the employee within the bargaining unit does not change.

**ARTICLE 28 - STRIKES AND LOCKOUTS**

28.01 There shall be no strikes, walkouts, slowdowns nor interference with the operations of the School Division on the part of any employee during the term of this Agreement.

28.02 There shall be no lockouts on the part of the Board during the term of this Agreement.

**ARTICLE 29 - DURATION OF AGREEMENT**

This Agreement shall be in effect from July 1, **2022** and shall remain in force until June 30, **2026** and shall thereafter automatically renew itself from year to year, unless either party gives the other written notice, by **email, or** registered mail, of the desire to revise or terminate this Agreement, on or before the sixtieth (60<sup>th</sup>) day prior to the termination date in the year in which termination or amendment is desired.

### **ARTICLE 30 - NO DISCRIMINATION**

**30.01** The Division and the Union agree that there shall be no discrimination or harassment **with respect to any employee by reason of the protected characteristics as stated in the Human Rights Code (Manitoba)**, nor by reason of **one's** membership or non-membership or activity in the Union.

**Employees are to review the Respectful Workplace Policy available through the Division Policy Manual. Should the Division amend the Respectful Workplace Policy, the Division agrees to provide the Union with a copy prior to implementation of said Policy.**

### **ARTICLE 31 - WORKPLACE SAFETY & HEALTH**

**31.01** The Division and Union recognize the duties and responsibilities of the employer, supervisors, and employees under the Workplace Safety & Health Act and regulations thereto. Further, the Division and the Union acknowledge the Workplace Safety and Health Act contains specific provisions which cover the roles and responsibilities of workplace committees and agree to work cooperatively within this legislated mandate.

No employee representative shall suffer a loss of pay while attending meetings of the committee or carrying out their responsibilities as a committee member, as set forth in the Workplace Safety and Health Act.

**31.02** **Freedom from Violence**

**All employees are entitled to a working environment free from violence as defined in the Workplace Safety and Health Act.**

**The employer recognizes that workplace violence is an occupational health and safety issue, and that the employer will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.**

### **ARTICLE 32 - BUS DRIVERS**

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

**32.02**     **Extracurricular Trips**

- (a) At the start of each new school year, a list will be compiled of all drivers in alphabetical order wishing to be offered extracurricular/field trips. A secondary list in **alphabetical order** will be compiled for spare drivers. Whenever possible, the Transportation Supervisor will offer available extracurricular/field trips on a rotational basis, taking into consideration school service area, length of trip and whether or not the Bus Driver's regular bus run will be affected. At all times regular bus runs shall receive priority.
- (b) Bus Drivers shall be paid three (3) hours at the extracurricular trip rate where an extracurricular trip is cancelled on the day the extracurricular trip was to be taken.
- (c) A regular Bus Driver taking an extracurricular/field trip shall be deducted the appropriate wages at regular wage rates for the regular driving time missed, and will be paid at the current extracurricular trip rates for the trip for the first eight (8) hours of an extracurricular/field trip and time and one-half (1 & 1/2) of the current extracurricular/field trip rate for each additional hour or part thereof.
- (d) When a driver is required to stay out overnight, at no time will pay apply between 11:00 p.m. and 7:00 a.m. unless the driver is required to drive during that time. In addition, the school shall be responsible for arranging accommodation, at no cost for the driver. Further, the cost of meals while on an overnight trip shall be reimbursed, based on established rates for meals and expenses as outlined in the Employer Policies.
- (e) Extracurricular/field trips to be offered shall be those trips that start after the completion of the a.m. run and end before the start of the p.m. run or those trips that start after the end of the p.m. run, including evenings, **General** Holidays, and weekends.
- (f) User groups will be advised that where a regular driver has accepted an offered extracurricular/field trip, and where such trip occurs over the normal "lunch time" or "supper time", the driver will be entitled to reimbursement for meals, upon submission of receipts based on Division policies.
- (g) User groups will be advised that where a regular driver has accepted an offered extracurricular/field trip and where such trips necessitate "overnight stays" such user group will be responsible for providing the driver with free accommodation.

- (h) School Service Area - for the purpose of the Collective Agreement, school service areas are identified as: Carman, Elm Creek, Miami, Elie, St. Laurent and Roland.
- (i) Request forms must indicate all relevant information including scheduled duration of trip and return time

#### Regular Drivers

Shall receive a half ( $\frac{1}{2}$ ) hour at the extracurricular rate for completion of the pre- and post-trip inspection on extracurricular trips.

Shall receive travel time for acceptance of an extracurricular trip outside of their service area from their starting point (place of residence or school) and return at the extracurricular rate, as follows:

Kms	Hours
Less than 21	0.25
21 to 40	0.50
41 to 60	0.75
61 to 80	1.00
81 to 100	1.25
101 to 120	1.50
121 to 140	1.75
141 to 160	2.00

#### Spare Drivers

Shall receive a half ( $\frac{1}{2}$ ) hour at the extracurricular rate for completion of the pre- and post-trip inspection on extracurricular trips.

Shall receive travel time from the bus garage to school and return according to the table above at the extracurricular rate.

Shall receive mileage at the Divisional rate from their place of residence to pick up the bus and return.

### **32.03** Uniforms

A new Bus Driver to the Division shall, upon employment, be provided with a jacket and a cap or a toque. Every year thereafter, Bus Drivers shall be provided with a new cap or toque. Every three (3) years thereafter the Bus Driver shall be provided with a new jacket, alternating between a winter and summer jacket. **Jackets are mandatory and are to be worn while on-duty.**

This article does not apply to spare drivers; however, spare drivers will be allowed to purchase Division jackets on a 50/50 cost shared basis and will be provided, at no cost to the spare drivers, a new cap or toque each year.

#### **32.04 Bus Breakdowns**

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

#### **32.05 Additional Bus Services**

1. Regular and reoccurring bus services have been arranged to provide Industrial Arts/Home Economics to students during the school day. The current Bus Drivers who provide this service shall be compensated as follows:

(a) *Elm Creek School to Carman Collegiate to Elm Creek School and Dufferin Christian School:*

The current incumbent picks up students from Carman Collegiate to return them to Elm Creek School. Additional bus service will be provided to Dufferin Christian School. The current incumbent will pick up students from Carman Collegiate to return them to Dufferin Christian School and Elm Creek School. The driver shall receive 3.5 hours pay at the extracurricular rate per trip.

(b) *Miami School to Carman Collegiate to Miami School:*

The current incumbent picks up students from Miami School, brings them to Carman Collegiate, waits and returns them to Miami School. They shall receive 3.5 hours pay at the extracurricular rate per trip.

2. Where there is a permanent change to the current incumbent(s) identified above and bus services are still required, these will be addressed with CUPE prior to a permanent solution being implemented. This will be captured in a Letter of Agreement.
3. Any additional regular and reoccurring bus services arranged for students during the school day that shall result in a salary to be paid inconsistent with Schedule "A" will be addressed with CUPE prior to implementation and captured in a Letter of Agreement.

### **32.06 Daily Rate Duties and Responsibilities**

The following duties and responsibilities are deemed to be included in the calculation of a Bus Driver's basic **daily rate**:

- Pre and post-trip inspections
- Cleaning and washing of bus
- Servicing - trips to/from the bus garage for regularly scheduled maintenance; safety, preventive maintenance

Bus Drivers who are required to bring their bus to the bus garage each school year for non-scheduled maintenance, and where such trips occur outside the Bus Driver's regular starting and ending of the driver's a.m. or p.m. run, will be paid the extra curricular trip rate for traveling and waiting time as follows:

- Where the necessary repair is completed in less than one-quarter (  $\frac{1}{4}$  ) hour, or where a replacement bus was provided in less than one-quarter ( $\frac{1}{4}$ ) hour, or where transportation to and from the Bus Driver's place of residence was provided, Bus Drivers will be paid for traveling time only
- Traveling time shall normally be calculated from the applicable school to the bus garage and return.
- Waiting time beyond one-quarter ( $\frac{1}{4}$ ) hour will be measured and then rounded to the nearest quarter ( $\frac{1}{4}$ ) hour to calculate payment.
- Travel time will be measured and then rounded to the nearest quarter ( $\frac{1}{4}$ ) hour to calculate payment.

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

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

### **ARTICLE 33 - EXCEPTIONS TO THE STANDARD HOURS OF WORK DURING SCHOOL BREAKS**

**33.01** School break shall be defined to include **Winter Break**, Spring Break and Summer Holidays.

Classifications of employees who work twelve (12) months include custodial, mechanical, and **IT Technicians**.

1. Where either party initiates a temporary change from the regular schedule for twelve (12) month employees over the school break that:

- (a) is acceptable to both parties,
- (b) exceeds the daily standard of eight (8) hours of work per day, and
- (c) does not exceed the weekly forty (40) standard hours of work, overtime rates shall not apply to the daily standard hours of work.

2. Where the employee's average hours of work for the week exceed the weekly forty (40) standard hours of work, the Division shall pay the employee for the excess hours at the overtime wage rates or bank such time, to be taken as equivalent time off.

#### **ARTICLE 34 - UNIFORM MECHANICS**

**34.01 A new Mechanic to the Division shall, upon employment, be provided with a jacket and a cap or a toque.**

One (1) new winter jacket shall be supplied to all Mechanics every three (3) years.

**Jackets are mandatory and are to be worn seasonally while on-duty.**

**34.02 Mechanics will be reimbursed for CSA approved safety footwear by two hundred (\$200.00) dollars every year provided they submit receipts to the Division.**

**Safety footwear is mandatory and to be worn while on-duty**

**34.03 The Division will supply and launder uniforms for full-time and part-time mechanics.**

#### **ARTICLE 35 - UNIFORMS CUSTODIANS**

**35.01 One (1) new winter jacket shall be supplied to all Custodians every three (3) years.**

**Jackets are mandatory and are to be worn seasonally while on-duty.**

**35.02 Custodial staff shall be provided:**

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

**35.03** Custodial Staff shall be reimbursed for **CSA approved** safety footwear up to **one-hundred and fifty dollars (\$150)** every two (2) years provided they submit receipts to the Division.

**The Custodian Uniform as set out above are mandatory daily attire.**

**ARTICLE 36 - CONTRACTING OUT**

**36.01** The Division agrees that no employee shall lose their job as a result of the Division contracting out services.

**36.02** Positions that remain vacant after being posted as per the terms of Article 12.01 will be open to contracting out.

**36.03** The Division will notify the Union when a vacancy is to be contracted out. When a position has been contracted out, it shall be posted in accordance with Article 12.01 six (6) months following the initial contracting out, then yearly thereafter until the position is filled.

**36.04** When a position has been contracted out, it shall be considered vacant for the purposes of Article 20, Layoff and Recall.

**SIGNING**

Signed this 8th day of April, 2025

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4701 - UNIT B

PRAIRIE ROSE SCHOOL DIVISION

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Negotiating Committee

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

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

**SCHEDULE "A" - SALARY SCALE**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B**

**CUSTODIANS**

Effective July 1, 2022 – June 30, 2023 – **2.5% General Wage Increase (GWI)**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Custodian 1 (Cleaner)	\$ 16.91	\$ 17.86	\$ 18.78
Custodian 2	\$ 18.04	\$ 19.02	\$ 20.03
Custodian 3	\$ 18.78	\$ 19.77	\$ 20.80
Custodian 4 – Head Custodian	\$ 20.73	\$ 21.89	\$ 23.08

Effective July 1, 2023 – June 30, 2024 – **2.5% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Custodian 1 (Cleaner)	\$ 17.33	\$ 18.31	\$ 19.25
Custodian 2	\$ 18.49	\$ 19.50	\$ 20.53
Custodian 3	\$ 19.25	\$ 20.26	\$ 21.32
Custodian 4 – Head Custodian	\$ 21.25	\$ 22.44	\$ 23.66

Effective July 1, 2024 – June 30, 2025 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Custodian 1 (Cleaner)	\$ 17.85	\$ 18.86	\$ 19.83
Custodian 2	\$ 19.04	\$ 20.08	\$ 21.15
Custodian 3	\$ 19.83	\$ 20.87	\$ 21.96
Custodian 4 – Head Custodian	\$ 21.89	\$ 23.11	\$ 24.37

Effective March 22, 2025, Ratification Date – **\$1.00 Wage Adjustment**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Custodian 1 (Cleaner)	\$18.85	\$19.86	\$20.83
Custodian 2	\$20.04	\$21.08	\$22.15
Custodian 3	\$20.83	\$21.87	\$22.96
Custodian 4 – Head Custodian	\$22.89	\$24.11	\$25.37

Effective July 1, 2025 – June 30, 2026 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Custodian 1 (Cleaner)	\$19.42	\$20.46	\$21.45
Custodian 2	\$20.64	\$21.71	\$22.81
Custodian 3	\$21.45	\$22.53	\$23.65
Custodian 4 – Head Custodian	\$23.58	\$24.84	\$26.13

**MECHANICS**Effective July 1, 2022 – June 30, 2023 – **2.5% General Wage Increase (GWI)**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Mechanic's Assistant (Unqualified)	\$18.04	\$19.02	\$20.03
<b>Mechanic (Non-certified with experience)</b>	\$23.65	\$24.59	\$25.44
Mechanic (Qualified)	\$29.56	\$30.74	\$31.81
Head Mechanic (Qualified)	\$32.11	\$33.38	\$34.55

Effective July 1, 2023 – June 30, 2024 – **2.5% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Mechanic's Assistant (Unqualified)	\$18.49	\$19.50	\$20.53
<b>Mechanic (Non-certified with experience)</b>	\$24.24	\$25.20	\$26.08
Mechanic (Qualified)	\$30.30	\$31.51	\$32.61
Head Mechanic (Qualified)	\$32.91	\$34.21	\$35.41

Effective July 1, 2024 – June 30, 2025 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Mechanic's Assistant (Unqualified)	\$19.04	\$20.08	\$21.15
<b>Mechanic (Non-certified with experience)</b>	\$24.97	\$25.96	\$26.86
Mechanic (Qualified)	\$31.21	\$32.46	\$33.59
Head Mechanic (Qualified)	\$33.90	\$35.24	\$36.47

Effective March 22, 2025, Ratification Date – **\$0.75 Wage Adjustment**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Mechanic's Assistant (Unqualified)	\$19.79	\$20.83	\$21.90
<b>Mechanic (Non-certified with experience)</b>	\$25.72	\$26.71	\$27.61
Mechanic (Qualified)	\$31.96	\$33.21	\$34.34
Head Mechanic (Qualified)	\$34.65	\$35.99	\$37.22

Effective July 1, 2025 – June 30, 2026 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Mechanic's Assistant (Unqualified)	\$20.38	\$21.45	\$22.56
<b>Mechanic (Non-certified with experience)</b>	\$26.49	\$27.51	\$28.44
Mechanic (Qualified)	\$32.92	\$34.21	\$35.37
Head Mechanic (Qualified)	\$35.69	\$37.07	\$38.34

**SECRETARIES AND CLERKS**Effective July 1, 2022 – June 30, 2023 – **2.5% General Wage Increase (GWI)**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Clerical Assistant	\$15.66	\$16.72	\$17.74
School Secretary	\$18.72	\$19.88	\$21.04
Senior School Secretary	\$19.78	\$20.96	\$22.10

Effective July 1, 2023 – June 30, 2024 – **2.5% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Clerical Assistant	\$16.05	\$17.14	\$18.18
School Secretary	\$19.19	\$20.38	\$21.57
Senior School Secretary	\$20.27	\$21.48	\$22.65

Effective July 1, 2024 – June 30, 2025 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Clerical Assistant	\$16.53	\$17.65	\$18.73
School Secretary	\$19.77	\$20.99	\$22.22
Senior School Secretary	\$20.88	\$22.12	\$23.33

Effective March 22, 2025, Ratification Date – **\$1.25 Wage Adjustment**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Clerical Assistant	\$17.78	\$18.90	\$19.98
School Secretary	\$21.02	\$22.24	\$23.47
Senior School Secretary	\$22.13	\$23.37	\$24.58

Effective July 1, 2025 – June 30, 2026 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Clerical Assistant	\$18.31	\$19.47	\$20.58
School Secretary	\$21.65	\$22.91	\$24.17
Senior School Secretary	\$22.79	\$24.07	\$25.32

**LIBRARY TECHNICIANS**Effective July 1, 2022 – June 30, 2023 – **2.5% General Wage Increase (GWI)**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Library Technician (No Certification)	\$18.12	\$19.50	\$20.91
Library Technician 1 (1-year Certificate)	\$20.87	\$22.14	\$23.40
Library Technician 2 (2-year Diploma)	\$22.95	\$24.18	\$25.43

Effective July 1, 2023 – June 30, 2024 – **2.5% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Library Technician (No Certification)	\$18.57	\$19.99	\$21.43
Library Technician 1 (1-year Certificate)	\$21.39	\$22.69	\$23.98
Library Technician 2 (2-year Diploma)	\$23.52	\$24.78	\$26.07

Effective July 1, 2024 – June 30, 2025 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Library Technician (No Certification)	\$19.13	\$20.59	\$22.07
Library Technician 1 (1-year Certificate)	\$22.03	\$23.37	\$24.70
Library Technician 2 (2-year Diploma)	\$24.23	\$25.52	\$26.85

Effective March 22, 2025, Ratification Date – **\$0.50 Wage Adjustment**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Library Technician (No Certification)	\$19.63	\$21.09	\$22.57
Library Technician 1 (1-year Certificate)	\$22.53	\$23.87	\$25.20
Library Technician 2 (2-year Diploma)	\$24.73	\$26.02	\$27.35

Effective July 1, 2025 – June 30, 2026 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
Library Technician (No Certification)	\$20.22	\$21.72	\$23.25
Library Technician 1 (1-year Certificate)	\$23.21	\$24.59	\$25.96
Library Technician 2 (2-year Diploma)	\$25.47	\$26.80	\$28.17

**IT TECHNICIANS**Effective July 1, 2022 – June 30, 2023 – **2.5% General Wage Increase (GWI)**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
<b>IT Technicians</b>	\$23.96	\$25.34	\$26.71
Local Network Administrator	\$27.21	\$29.49	\$31.84
Senior Systems Administrator	\$30.75	\$33.72	\$36.64

Effective July 1, 2023 – June 30, 2024 – **2.5% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
<b>IT Technicians</b>	\$24.56	\$25.98	\$27.38
Local Network Administrator	\$27.89	\$30.23	\$32.64
Senior Systems Administrator	\$31.52	\$34.56	\$37.56

Effective July 1, 2024 – June 30, 2025 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
<b>IT Technicians</b>	\$25.30	\$26.76	\$28.20
Local Network Administrator	\$28.73	\$31.14	\$33.62
Senior Systems Administrator	\$32.46	\$35.60	\$38.69

Effective March 22, 2025, Ratification Date – **\$0.75 Wage Adjustment**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
<b>IT Technicians</b>	\$26.05	\$27.51	\$28.95
Local Network Administrator	\$29.48	\$31.89	\$34.37
Senior Systems Administrator	\$33.21	\$36.35	\$39.44

Effective July 1, 2025 – June 30, 2026 – **3% GWI**

	<i>Start</i>	<i>Year 1</i>	<i>Year 2</i>
<b>IT Technicians</b>	\$26.83	\$28.34	\$29.82
Local Network Administrator	\$30.36	\$32.85	\$35.40
Senior Systems Administrator	\$34.21	\$37.44	\$40.62

**BUS DRIVERS****Basic Daily Rate:**

Effective July 1, 2022 - 2.5% increase in the daily basic rate = \$80.53

Effective July 1, 2023 – 2.5% increase in the daily basic rate = \$82.54

Effective July 1, 2024 – 3% increase in the daily basic rate = \$85.01

Effective March 22, 2025 – \$6.50 Market Adjustment = \$91.51

Effective July 1, 2025 – 3% increase in the daily basic rate = \$94.26

**Mileage Allowance**

Additional allowance for routes over 20 loaded kilometers, one-way (40 loaded kilometers per day)

<i>One-Way</i>	<i>Per Day</i>		<i>Allowance</i>
20-24	40-48		\$6.28
24.1-28	48.1-56		\$9.25
28.1-32	56.1-64		\$12.21
32.1-36	64.1-72		\$15.17
36.1-40	72.1-80		\$18.14
40.1-44	80.1-88		\$21.11
44.1-48	88.1-96		\$24.08
48.1-52	96.1-104		\$27.02
52.1-56	104.1-112		\$29.97
56.1-60	112.1-120		\$32.97
60.1-64	120.1-128		\$35.93
64.1-68	128.1-136		\$38.91
68.1-72	136.1-144		\$41.86
72.1-76	144.1-152		\$44.82
76.1-80	152.1-160		\$47.79
80.1-84	160.1-168		\$50.74
84.1-88	168.1-176		\$53.71
88.1-92	176.1-184		\$56.65
92.1-96	184.1-192		\$59.61
96.1-100	192.1-200		\$62.57
100.1-104	200.1-208		\$65.53
104.1-108	208.1-216		\$68.49
108.1-112	216.1-224		\$71.45

**LETTER OF UNDERSTANDING**

**BETWEEN**

**PRAIRIE ROSE SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B  
CUSTODIANS, SCHOOL SECRETARIES, MECHANICS,  
LIBRARY TECHNICIANS, BUS DRIVERS, IT TECHNICIANS**

**RE: TOOL ALLOWANCE FOR BUS MECHANICS**

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**Effective from the date of ratification and unless otherwise specified, in recognition of the personal funds Mechanics invest in tools used for bus maintenance, the Division agrees to the following terms:**

- 1. Tool Provision and Usage – Mechanics are required to supply and use a comprehensive assortment of hand tools necessary for bus maintenance.**
- 2. Annual Tool Allowance – Mechanics shall each receive an annual tool allowance of \$300.00 for the general maintenance and/or upgrade of their hand tools necessary for bus maintenance as approved by their Supervisor.**
- 3. Tool Inventory – Upon request by the Division or designate, Mechanics shall provide the Division with a complete inventory of the tools indicated in point #1.**
- 4. Specialized Equipment – The Division shall provide any specialized and/or system testing equipment required for bus maintenance.**

Signed this 8th day of April, 2025

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

SIGNED ON BEHALF OF  
PRAIRIE ROSE SCHOOL DIVISION

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Negotiating Committee

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

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

**LETTER OF UNDERSTANDING****BETWEEN****PRAIRIE ROSE SCHOOL DIVISION****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B  
CUSTODIANS, SCHOOL SECRETARIES, MECHANICS,  
LIBRARY TECHNICIANS, BUS DRIVERS, IT TECHNICIANS****RE: MAJOR RELIGIOUS HOLIDAYS**

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1. An employee may receive a total of three (3) days paid leave for Religious Holy Leave per school year.
2. Employees shall not absent themselves from duty without first securing permission from the Division.
3. For the purposes of this LOU, Religious Holy Leave shall be defined as major religious holy days observed by the employee and designated as a day of obligation by the employee's religion and where observance requires an absence from work for all or part of the day. These days are for days not covered by Manitoba statutory holidays.
4. When employees are absent for observance of Religious Holy Leave days in excess of three (3) days per School Year, the days shall be without pay.
5. The following notification period will apply:
  - a) Employees requiring Religious Holy Leave during the School Year shall provide notice in writing on the prescribed form as soon as possible after the start of the School Year, however, not later than September 30th.
  - b) For employees requiring Religious Holy Leave prior to October 15th, ten (10) calendar days' notice in writing shall be submitted to the Division. For employees requiring Religious Holy Leave October 15th or later, notice in writing of leave required for that School Year shall be submitted by September 30th.
  - c) 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.

- 6. Where the appropriate notice has not been given to the Division, the Division shall provide Religious Holy Leave and that leave will be granted without pay. The Division shall act reasonably and fairly having regard to all circumstances.

**The Parties agree that this LOU constitutes reasonable accommodation for Religious Holy Leave.**

Signed this 8th day of April, 2025

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

SIGNED ON BEHALF OF  
PRAIRIE ROSE SCHOOL DIVISION

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Negotiating Committee

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Board Chair

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Negotiating Committee

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Secretary-Treasurer

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CUPE National Representative

**LETTER OF UNDERSTANDING**

**BETWEEN**

**PRAIRIE ROSE SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT B  
CUSTODIANS, SCHOOL SECRETARIES, MECHANICS,  
LIBRARY TECHNICIANS, BUS DRIVERS, IT TECHNICIANS**

**RE: EMPLOYEE AND FAMILY ASSISTANCE PLAN**

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**Effective one (1) month after ratification, the Division shall, at its own expense, make available an Employee and Family Assistance Plan to all Employees and their families.**

Signed this 8th day of April, 2025

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

SIGNED ON BEHALF OF  
PRAIRIE ROSE SCHOOL DIVISION

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Board Chair

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Negotiating Committee

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Secretary-Treasurer

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CUPE National Representative