

**FORT LA BOSSE SCHOOL DIVISION
(Administrative Assistants/
Custodial/Maintenance/Bus Drivers)**

FROM: July 1, 2014
TO: June 30, 2017

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



FORT LA BOSSE SCHOOL DIVISION

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EXPIRY DATE: JUNE 30TH, 2017

AGREEMENT BETWEEN:

FORT LA BOSSE SCHOOL DIVISION, hereinafter referred to as the "Employer"

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"

WHEREAS: IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT TO MAINTAIN THE EXISTING HARMONIOUS RELATIONS, AND TO ENCOURAGE EFFICIENCY IN OPERATION, AND TO PROMOTE THE MORALE, WELL-BEING OF ALL EMPLOYEES IN THE BARGAINING UNIT OF THE UNION.

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the United Food and Commercial Workers Union, Local No. 832, as the sole and exclusive bargaining agent for all employees of Fort La Bosse School Division, employed as bus drivers, custodial and maintenance employees, and school administrative assistants in the Province of Manitoba, save and except the Supervisor of Operations, Managers, those above the rank of Manager and those excluded by the Act.

ARTICLE 2 DEFINITIONS

2.01 **Masculine or Feminine Gender:** Where the masculine is used, it shall also mean the feminine gender, and vice versa, wherever applicable.

2.02 **Plural and Singular**: Where the plural is used it shall also mean the singular and vice versa, wherever possible.

2.03 **Employee**: Wherever used in this Agreement shall mean an employee in the bargaining unit described in Article 1.

2.04 **Full-time Employee**: an employee who works on a regular and re-occurring schedule of either forty (40) hours per week consisting of five (5) consecutive eight (8) hour work days (custodial/maintenance), or thirty-five (35) hours per week consisting of five (5) consecutive seven (7) hour work days (administrative assistants).

2.05 **Part-time Employee**: an employee who works on a regular and re-occurring schedule of less than forty (40) hours per week (custodial/maintenance) or less than thirty-five (35) hours per week (administrative assistants).

2.06 **Casual Employee** (excludes bus drivers): an individual employed on an irregular and non-re-occurring or non-scheduled basis or to relieve for sick leave or leave of absence. Casual employees are not covered by this Collective Agreement. Casual employees will not be utilized to the extent that they restrict the regular hours of or prevent the hiring of either full-time or part-time employees.

2.07 **Temporary Employee** (excludes bus drivers): an employee hired for a specific period of time or for the completion of a specific job; an employee hired under this designation will not normally work for more than two (2) months, however, in the event such a requirement exists, the Union shall be notified and by mutual agreement the period may be extended. Temporary employees shall not be covered by Article 26 of this Collective Agreement.

2.08 **Regular Bus Driver**: is an employee who has a regular scheduled route (either morning and afternoon or morning and dual run in afternoon in Oak Lake, as the case may be).

2.09 **Bus Driver Trainer**: is an employee designated by the Division to train other bus drivers of the Fort la Bosse School Division.

2.10 **Spare Driver**: is an employee employed only for the purpose of relieving a bus driver or assigned to work on an "as needed basis". Spare drivers shall be covered by this Agreement.

2.11 **Route**: A regular schedule as designated by the Employer and taken by the driver in the discharge of their duties. Routes are identified by a route list developed by the Employer and may be subject to change. Routes will be filled in accordance with Article 15 - Employment During School Year.

2.12 **Trip**: The assignment by the Employer for driving a school bus other than as defined in Article 2.11 Route.

2.13 **Service Area**: shall mean the area in which a route is assigned. The current service areas are as follows:

- 1) Virden
- 2) Oak Lake
- 3) Reston
- 4) Elkhorn
- 5) Kola

Service areas may be modified by the Employer dependent on the needs of the ridership.

2.14 **Common-law Spouse**: where an employee establishes that he or she has been residing with a person and has been publicly representing that person as his or her spouse for a period of not less than six (6) months, that person shall be deemed to be the common-law spouse of the employee.

2.15 **Spouse**: can be a person of the same or opposite sex.

2.16 **Department**: The departments are: Custodial/Maintenance, Administrative Assistant, Bus Driver.

ARTICLE 3 CONTRACTING OUT

3.01 The Employer agrees that no employee shall lose their employment or have their normal hours of work reduced through the Division contracting out work performed by the employees of the bargaining unit.

3.02 Bargaining Unit Work

Supervisors and other persons outside the bargaining unit shall not perform bargaining unit work save and except for instruction to employees or in emergency situations.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Employer has the right to determine the services necessary for the safe and efficient operation of the school division. Such operation and direction includes the right to hire, suspend, discipline and discharge for just cause; to assign to jobs, to classify, to promote, to demote, to lay off, and to transfer for just cause employees among the schools; to increase, decrease or reorganize the staff, both permanent and temporary; and to determine the necessary services; all of which are to be subject to the terms of this Agreement.

4.02 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The management, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

ARTICLE 5 UNION RIGHTS AND ACTIVITIES

5.01 **The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff. The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employees their responsibility in regard to the payment of union dues and initiation fees.**

5.02 **The Employer shall forward Exhibit One, sample as attached, to this agreement, duly completed, to the Union within ten (10) calendar days for the date of hire or rehire of the employee. The term "hired or rehired" shall not apply to employees who are on layoff. The Union shall bear the expense of printing and mailing said Exhibit One.**

ARTICLE 6 DEDUCTION OF UNION DUES

6.01 The Employer agrees to deduct from the wages of each employee in the unit affected by the Collective Agreement, the amount of regular membership dues, initiation fees and assessments as set by the Union from time to time and to remit the amounts deducted to the Union on a monthly basis as well as informing the Union at the same time of the names and social insurance numbers of the employees from whose wages the deductions have been made and the amounts so deducted from each employee's wages.

6.02 Each year the Employer will calculate the amount of Union dues deducted from the employees' pay and shall indicate the same on the T-4 and TP-4 slip for each employee no later than February 28th.

6.03 The Union agrees to and does hereby indemnify and save the Employer harmless for all claims, demands, action and the proceedings of any kind and from all costs which may arise or be taken against the Employer by reason of the Employer making the compulsory check-off of Union dues, initiation fees and

assessments provided for in Article 6.01.

6.04 The Employer agrees to provide the Union in January and July of each year, with a list of current employees together with their addresses, telephone numbers, rates of pay, classifications and seniority dates.

6.05 The Employer shall note on the monthly dues remittance form the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month, and those hired or rehired during this same period.

ARTICLE 7 SHOP STEWARDS

7.01 The Employer agrees to recognize eight (8) Shop Stewards for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to the Supervisor of Operations, School Administrator (administrative assistants), or designate. The Union shall advise the Employer of the election or appointment of Shop Stewards and any changes occurring in such positions.

7.02 The Union acknowledges that the Shop Steward's primary responsibility is to the Employer. Shop Stewards shall be entitled to carry out their duties during normal working hours, without loss of pay, provided that a request for permission prior to conducting the Union business has been made to the Supervisor of Operations, School Administrator (administrative assistants), or designate, and that these duties do not interfere with or disrupt the operation of the school or school division or the transportation of students. Permission shall not be unreasonably withheld.

7.03 The Employer and the Shop Stewards shall acquaint new employees with the fact that a Collective Agreement is in effect and advise of the terms and conditions as set out in the Agreement.

ARTICLE 8 ORIENTATION PROGRAM

8.01 Union Orientation

The Employer agrees that new employees shall be allowed up to thirty (30) minutes, with pay, in order to meet with full-time Union Representatives for the purpose of familiarizing themselves with the general conditions and responsibilities with respect to the Collective Agreement and to the United Food and Commercial Workers Union, Local No. 832. This meeting shall take place at a time mutually agreeable between the full-time Union Representative and the Employer.

ARTICLE 9 UNION REPRESENTATIVE'S VISITS

9.01 The Union Representative and full-time UFCW Health and Safety Representative, upon having notified the Supervisor of Operations, School Administrator (administrative assistants) or designate, shall be entitled to visit the workplace to observe general working conditions and to interview employees in the manner set forth below.

9.02 The interview of an employee by a Union Representative shall be permitted after notifying the Supervisor of Operations, School Administrator (administrative assistants) or designate and shall be:

- (a) carried on in a place in the workplace designated by the Supervisor of Operations, School Administrator (administrative assistants) or designate;
- (b) held whenever possible during the employee's lunch period or rest period or at a time the employee is not scheduled to be driving a bus and usually attached to the beginning or end of the employee's route. However, if this is not practical;
- (c) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of the Supervisor of Operations, School Administrator (administrative assistants) or designate.

9.03 All interviews and visitations shall be held at such time and in such manner as will not interfere with service to the students and administration.

ARTICLE 10 PROBATIONARY PERIOD

10.01 Any employee who is hired by the Employer shall be on probation for their first sixty (60) days upon which work is performed. Probationary employees shall be entitled to all rights and privileges of this Agreement except they shall not have recourse to the grievance and arbitration procedure in the event of dismissal.

10.02 Upon completion of the probationary period, seniority shall be retroactive to the original date of employment.

ARTICLE 11 HOURS OF WORK- BUS DRIVERS

11.01 The employee's work day shall be the hours assigned by the Division to properly service their regular route. The normal work week shall be Monday to Friday.

11.02 **Emergency Pay and Change in Work Schedule**

In the event of a storm or other emergency that results in the Division closing a school(s) on the driver's route for a day or portion thereof, the employee (including spares) shall be paid as though they had worked even though the employee did not drive on a scheduled work day. Employees unable to report early will be paid their route pay.

11.03 **Cancellation of Scheduled Work**

Employees (including spares) scheduled to work who have such work cancelled due to circumstances beyond their control will be paid as though they had driven their route. If an employee (including a spare) has been scheduled for a trip and it is cancelled, such employee will be paid three (3) hours at their appropriate rate of pay.

11.04 **Work Year**

The normal work year shall be consistent with the school year as set out by Manitoba Education (inclusive of Professional Development and Administrative days as provided by the Minister of Education).

ARTICLE 12 HOURS OF WORK-CUSTODIAL/MAINTENANCE

12.01 **Work Week/Full-time Employees**

The normal basic work week for all full-time employees shall be forty (40) hours to be worked in five (5) consecutive days at eight (8) hours per day.

12.02 **Work Day/Part-time Employees**

Part-time employees shall not be scheduled to work for less than three (3) hours in any one (1) day.

12.03 **Emergency Pay and Change in Work Schedule**

In the event of a storm that results in the closing of an employee's school for a day or portion thereof, the employee shall not suffer a loss in pay.

12.04 **Flexibility of Hours of Work**

The Employer agrees to consider requests for flexibility of hours of work. If granted the arrangements will be committed to writing and must meet all of the operational requirements of the School and School Division.

12.05 **Condensed Hours of Work**

During Christmas break and spring break, and during the months of July and August, by mutual agreement between an employee and the Supervisor of Operations or his or her designate, the hours of work may be condensed on a daily, weekly or monthly basis, provided there will be no additional cost to the Employer. Request for altered hours under this article must be received by the other party no later than ten (10) working days prior to the date for the proposed change.

ARTICLE 13 HOURS OF WORK-ADMINISTRATIVE ASSISTANTS

13.01 **Work Week/Full-time Employees**

The normal basic work week for all full-time employees shall be thirty-five (35) hours to be worked in five (5) consecutive days at seven (7) hours per day. **The Employer agrees to give an employee a minimum of two (2) weeks' notice of a permanent change to an employee's work schedule.**

13.02 **Work Day/Part-time Employees**

Part-time employees are those who work on a regular and re-occurring schedule of less than thirty-five hours per week. Employees in any one work location shall work their daily hours consecutively and not worked in split shifts. **The Employer agrees to give an employee a minimum of two (2) weeks' notice of a permanent change to an employee's work schedule.**

13.03 **Emergency Pay and Change in Work Schedule**

In the event of a storm or other emergency that results in the closing of an employee's school for a day or portion thereof, the employee shall not suffer a loss in pay, though the employee may leave or not attend work that day.

13.04 **Flexibility of Hours of Work**

The Employer agrees to consider requests for flexibility of hours of work. If granted the arrangements will be committed to writing and must meet all of the operational requirements of the School and School Division. This is meant to be a permanent schedule that may be permanently changed by the Employer with one (1) month notice to the affected employee.

13.05 **Work Year**

The normal work year shall be consistent with the school year as set out by the Manitoba Education (inclusive of Professional Development and Administrative days as provided by the Minister of Education).

The School Administrator may designate up to two additional working days prior to the start of the school year in schools other than Elkhorn, Virden Collegiate and Reston Collegiate. In Elkhorn, Virden Collegiate and Reston Collegiate the School Administrator may designate up to four additional working days. The exact dates to work will be by mutual agreement between the employee and the School Administrator.

Such additional days will be paid at straight time or compensated as time in lieu, by agreement between the School Administrator and the employee.

Such additional days will be prorated for part-time employees.

ARTICLE 14 OVERTIME

14.01 Overtime work shall not be performed or paid for unless authorized by the Supervisor of Operations, Division superintendent (administrative assistants), and/or designate.

14.02 All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) week [seven (7) hours in any one (1) day or in excess of thirty-five (35) hours in any one (1) week for administrative assistants] shall be paid for at the rate of time and one-half (1½) the employee's regular rate.

For custodial/maintenance employees, where the operation requires and special circumstances occur and an employee remains in the school after completion of his or her regular scheduled shift, pay shall be calculated in units of one quarter (¼) hour at the applicable unit of pay. Where an employee requests payment under this clause the Supervisor of Operations or his or her designate must be advised of the particulars of the additional time no later than the completion of the employee's next regular shift, so that authorization may be given.

14.03 Custodial/Maintenance and Administrative Assistants only: Overtime shall be by mutual consent (subject to this clause) and shall be offered to the most senior employee in the department on the shift in the school first, and thereafter in decreasing order of seniority, providing the employee has the ability to perform the work of the required overtime. If no employee wishes to work the overtime, the Employer shall under such circumstances assign the most junior employee in the department on the shift in the school, who has the ability to perform the work, and this person must then perform the required work.

14.04 Any employee, excluding Bus Drivers, scheduled to work on Sunday shall be paid time and one-half (1½) his or her regular hourly rate of pay for all such hours worked.

14.05 Employees may elect to take time off at overtime rates in lieu of pay

for overtime. Time off may be taken by mutual agreement between the employee and management. Said compensating time off will be agreed to be taken or booked within ninety (90) days or paid out to the employee at the overtime rate at that time. Employees who take compensating time off in lieu of overtime pay shall receive one and one-half (1½) hours of paid time off for each hour of overtime worked. Employees transferring to another position in the bargaining unit shall retain all banked overtime.

ARTICLE 15 EMPLOYMENT DURING SCHOOL YEAR - BUS DRIVERS

15.01 Route Details

The Employer agrees to provide to the Union on or before October 1st of each year a complete list of all present routes indicating the route number, school serviced and time of the route. This shall be subject to change during the school year and updates will be provided to the Union when those changes are made. Employees and/or the Union may make suggested changes to a route but the Employer retains the sole authority to modify a route.

15.02 Awarding of Trips

When needed for trips, the Supervisor of Operations or designate will call employees in to work, by rotation, within their service area, starting each year with the most senior employee who has indicated, in writing, that they are willing to work trips.

An employee will be “called in” on the basis of a phone call to that employee. If there is no answer on any of the employee’s available phone numbers, or if the employee is not available the next senior employee in the service area will be called until a driver is obtained. If no driver is confirmed in the service area, the Supervisor of Operations or designate will then contact employees, in seniority order, in other service areas who have previously indicated, in writing, that they are willing to take trips in another service area. The employer agrees to make every reasonable effort to reach the employees and to document the calls.

The Supervisor of Operations or designate will distribute to the drivers a trip sheet that includes the signature of a supervisor or designate.

15.03 Spare Driver Scheduling

When needed, the Supervisor of Operations or designate will call spare drivers in to work by rotation, within their service area, starting each year with the most senior spare driver. Employees will be advised of the expected length of the assignment at the time of call in.

An employee will be “called in” on the basis of a phone call to that employee. If there is no answer on any of the employee’s available phone numbers, or if the employee is not available the next senior spare driver in the service area will be called until a driver is obtained. If no spare driver is confirmed in the service area, the Supervisor of Operations or designate will then contact spare drivers, in seniority order, in other service areas who have previously indicated, in writing, that they are willing to take trips in another service area. . The employer agrees to make every reasonable effort to reach the employees and to document the calls.

When the Employer has been advised that a regular bus driver will be absent for a period of greater than two (2) consecutive weeks, the temporary position will be posted for all spare drivers to apply, and will be offered to the senior applicant, who has the ability to perform the normal requirements of the position.

15.04 **Bus Driver Training**

Bus Driver Trainers shall instruct division bus drivers regarding school bus operating procedures, safety, evacuation procedures and other areas as determined by the Division. In order to perform their training duties, Bus Driver Trainers shall be relieved of their regular bus driving duties as required to accommodate the driver training, as determined by the Supervisor of Operations.

While performing the assigned training duties, Bus Driver trainers shall be paid the Bus Driver Trainer hourly rate of pay.

Opportunities for regular bus drivers to be trained as a Bus Driver Trainer shall be posted for information purposes. The Employer has the sole discretion to choose bus driver trainers. Preference will be given to regular bus drivers but, in the event none are available or suitable, a person from outside the bargaining unit may be used as a bus driver trainer.

15.05 **Driver Meal and Rest periods**

The Employer will ensure employees are allowed meal and rest periods during trips.

The Employer agrees to provide all drivers a copy of the itinerary a minimum of forty-eight (48) hours prior to the trip.

ARTICLE 16 MEAL AND REST PERIODS

16.01 **Meal Periods**

A person working a daily shift of five (5) hours or more shall have

one (1) uninterrupted meal period of not less than thirty (30) or more than sixty (60) minutes without pay. For administrative assistants, said meal period shall correspond with the noon hour break.

16.02 **Rest Periods**

- (a) A person working a daily shift of three (3) hours or more but less than five (5) hours shall have one (1) rest period with pay.
- (b) A person working a daily shift of five (5) but less than seven (7) hours shall have one (1) rest period with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 16.01 above.
- (c) A person working a daily shift of seven (7) hours or more shall have two (2) rest periods with pay, which shall be in addition to the uninterrupted meal period, without pay, that is provided for in Article 16.01 above. One (1) rest period shall be granted before and one (1) after the uninterrupted meal period.
- (d) A rest period shall be fifteen (15) minutes' uninterrupted duration.

16.03 Employees who are required to work in excess of one (1) hour of overtime on the completion of their eight (8) hour shift (seven (7) hour shift for administrative assistants) shall be scheduled an uninterrupted fifteen (15) minute rest period with pay, at the conclusion of the first hour of overtime worked, and shall receive an additional fifteen (15) minute uninterrupted rest period with pay for each additional two (2) hours of overtime worked.

ARTICLE 17 GENERAL HOLIDAYS

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

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

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

17.02 In order to qualify for the above general holidays, the employee must not have been voluntarily absent from his or her scheduled work day prior to or

following the general holiday. Vacation, sick leave or an authorized leave of absence shall not disqualify an employee.

17.03 **Remembrance Day**

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. If Remembrance Day is declared a school holiday by the Minister of Education, other than November 11, the employees shall be eligible to receive the holiday. However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as the holiday.

17.04 When a general 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 Board.

17.05 When a general holiday occurs during an employee's annual vacation, he/she shall be allowed an additional day off at a time mutually convenient to the employee and the Employer.

17.06 Part-time employees and Spare Drivers shall receive general holiday pay based on their average daily earnings, exclusive of overtime, for the days on which they worked during the twenty-eight (28) calendar days immediately preceding the general holiday.

17.07 Any employees working a general holiday as designated in this Article 17 shall be paid the regular pay they would have received had they not worked, plus an additional time and one-half (1½) said regular pay for all time required to be on duty.

17.08 In no event will an employee's general holiday pay be less than five (5%) per cent of an employee's gross earnings, excluding overtime, in the twenty-eight (28) calendar days immediately preceding the general holiday.

ARTICLE 18 MINIMUM CALL-IN/CALLBACK (CUSTODIAL/MAINTENANCE AND ADMINISTRATIVE ASSISTANTS ONLY)

18.01 No employee shall be called in to work for less than three (3) hours in any one day. If no work or insufficient work is available, said employee will be paid three (3) hours at the overtime rate.

18.02 Any employee called in to deal with any emergency shall be paid for time worked but in no event less than four (4) hours at the appropriate rate of pay.

ARTICLE 19 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS-CUSTODIAL/MAINTENANCE

19.01 If the Supervisor of Operations or his or her designate requires an employee to perform the normal requirements of a higher classified position, the employee shall receive, for all hours worked, the greater of the lowest rate of pay in the higher classification which would provide an increase in rate to the lower classified employee or one (\$1.00) dollar per hour. When the above noted relieving rate is paid, it will be itemized on the employee's paystub.

19.02 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

ARTICLE 20 VACATIONS - BUS DRIVERS & ADMINISTRATIVE ASSISTANTS

20.01 Employees shall be entitled to vacation payments based on the employee's regular pay, including all allowance and premium pays, but excluding overtime, as follows:

Years of service	Vacation Entitlement	Vacation Payment
Less than three (3) years	Two (2) weeks	Four (4%) per cent
Completion of three (3) years but less than eight (8) years	Three (3) weeks	Six (6%) per cent
Completion of eight (8) years but less than thirteen (13) years	Four (4) weeks	Eight (8%) per cent
Completion of thirteen (13) years but less than twenty-three (23) years	Five (5) weeks	Ten (10%) per cent
Completion of twenty-three (23) years	Six (6) weeks	Twelve (12%) per cent

20.02 Vacation payments will be included on each paycheque.

20.03 The Employer's past practise, of allowing employees unpaid time off during the school year taking into account operational requirements including the safe and efficient transportation of students, will continue.

ARTICLE 21 VACATIONS WITH PAY - CUSTODIAL/MAINTENANCE

21.01 Each year's vacation requirements for any full-time employee to qualify for the respective periods of vacation with pay, as set forth below, are that they

have worked for the Employer not less than ninety-five (95%) percent of the regular, full-time hours during a continuous twelve (12) month period, but time for absence from work not to include:

- (1) the period of vacation;
- (2) the aggregate of periods not exceeding thirty (30) working days in all, comprising:
 - (i) time during which the employee has been authorized by the Employer to be absent from work;
 - (ii) time in respect of which the employee files with the Employer a certificate, signed by a duly qualified medical practitioner, that the employee was unfit to work during that time, by reason of the employee's illness or injury;
 - (iii) any period of union leave, negotiations, or health and safety leave.

Where a full-time employee does not qualify for vacation with pay as outlined above the employee shall receive vacation pay calculated at two (2%) percent of the employee's total wages earned for each week of vacation entitlement for which no vacation allowance has been paid.

21.02 The vacation entitlement of an employee shall be calculated as to the number of years of service on June 30th of each year, except in the 1st, 3rd, 8th, 13th, or 23rd year of service, in which case vacation entitlement will be pro-rated to allow for an additional partial week of vacation entitlement.

21.03 An employee with less than one (1) year of service in the preceding vacation year shall receive vacation with pay calculated on the basis of one (1) day vacation for every twenty-six (26) days worked, or major portion thereof.

21.04 Annual vacations with pay for full-time employees shall be as follows:

- (a) two (2) weeks after one (1) complete year of continuous service;
- (b) three (3) weeks after three (3) years of continuous service;
- (c) four (4) weeks after eight (8) years of continuous service;
- (d) five (5) weeks after thirteen (13) years of continuous service.
- (e) six (6) weeks after twenty-three (23) years of continuous service.

21.05 Employees entitled to two (2), three (3), four (4), five (5), or six (6) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to four (4%), six (6%), eight (8%), ten (10%), or twelve (12%) percent, as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid.

21.06 (a) The normal vacation period shall be from July 1st to June 30th of each year, unless otherwise mutually agreed between the Supervisor of Operations or his or her designate and the employee.

(b) Employees shall be entitled to request and take, at a mutually agreed upon time, three (3) weeks during the months of July and August.

21.07 The employee shall submit his or her preferred vacation period to the Supervisor of Operations or his or her designate for approval prior to May 15th of each year. The Supervisor of Operations or his or her designate shall notify employees of their vacation dates by June 1st of each year.

21.08 Full-time employees who are on vacation shall receive their vacation pay at the same time as they would have received their normal pay.

21.09 If a full-time employee becomes confined to his or her home or hospital due to illness or injury while on vacation, the employee may request substitution of sick leave as per Appendix "A-2" provided the employee submits a doctor's certificate confirming the confinement. The vacation entitlement so displaced shall be rescheduled at a time mutually agreed to by the employee and the Supervisor of Operations or his or her designate.

21.10 Part-time employees shall receive vacation pay during the month of July of each year or immediately preceding the taking of vacation, at the employee's option. The entitlement shall be consistent with the percentages of vacation pay that are given to full-time employees and shall be calculated using the employee's total wages earned, excluding overtime, during the period of employment for which no vacation allowance has been paid. Vacation pay owing to part-time employees shall be issued on paycheques that are separate and apart from their normal earnings.

21.11 Upon written request of the employee, the Employer agrees to grant time off for vacation purposes, without pay, to part-time employees, based on the full-time employees' schedule of vacation entitlement.

21.12 A part-time employee proceeding to full-time employment will be credited with the number of years of continuous service back to the date of hire with the Employer as a part-time employee, provided that the employees' service is continuous from part-time to full-time.

ARTICLE 22 HEALTH AND SAFETY

22.01 The Employer and the Union agree to maintain and develop working conditions which are conducive to the safety and health of all employees.

22.02 The Employer agrees to provide to the employee such protective and safety equipment, including protective clothing, as required by the Workplace Health and Safety legislation, or recommended to be used by product manufacturers.

22.03 There shall be three (3) Health and Safety representatives from the bargaining unit on the Committee within the Division, said representatives shall be elected or appointed by the Union. The Employer shall allow two (2) days with pay per year to the Health and Safety Representatives on the committee to attend safety and health seminars, conferences or courses. More than two (2) days may be granted but the Employer shall not be required to pay lost wages in excess of the two (2) days per year.

A full-time Union Representative may also attend the Health and Safety committee meetings as a guest from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, the Union office shall be provided with a copy of these minutes.

22.04 First aid stations and eye wash stations shall be provided for and maintained at various locations on the Employer's premises and shall be available for employees to use when they are at work.

22.05 In situations where an employee believes that a safety and/or health hazard exists in the workplace the employee shall first report their concern(s) to their immediate supervisor. In the event the employee does not believe the safety and/or health concern(s) have been adequately addressed by the immediate supervisor the employee may refer their concern(s) to the joint Labour/Management Safety and Health Committee.

The employer acknowledges it is the employee's right to refuse to perform work in accordance with Workplace Health and Safety legislation.

ARTICLE 23 PAYMENT FOR MEETING/WORKSHOP ATTENDANCE

23.01 When the Employer requires an employee to be present at any meeting/PD day called by the Employer, time spent at such a meeting shall be considered as time worked, including attendance at a grievance meeting. Other costs for mileage, meals, or accommodation shall also be covered.

ARTICLE 24 STRIKES AND LOCKOUTS

24.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

ARTICLE 25 LEAVES OF ABSENCE

25.01 The requesting and granting of leaves of absence shall be in writing. Response to leave of absence requests will be provided as soon as possible but no later than two (2) weeks after the request is submitted by the employee.

25.02 Personal Leave

Until June 30th, 2012:

- (a) All regular employees will be entitled to four (4) days of personal leave per year.
 - (1) 1st day - no deduction
 - 2nd day - deduction of 50% of daily rate of pay
 - 3rd day - deduction of 100% of daily rate of pay
 - 4th day - deduction of 100% of daily rate of pay
 - (2) The days referred to above may not necessarily be consecutive work days.
- (b) All regular employees may accumulate a maximum of three (3) days without deduction in any one (1) year.
 - (c) In the event an employee has accumulated two (2) days of personal leave of absence without deduction, such employee shall be entitled to two (2) additional days of personal leave of absence in any one year with deduction at 100% of daily rate of pay. In the event an employee has accumulated three (3) days of personal leave of absence without deduction, such employee shall be entitled to one (1) additional day of personal leave of absence in any one year with deduction at 100% of daily rate of pay.
 - (d) For the purposes of this benefit, the term "year" shall refer to September 1 to June 30 (July 1st to June 30th for custodial/maintenance)
 - (e) All personal leave shall be subject, upon application, to the approval of the Supervisor of Operations or designate (Superintendent and/or designate for administrative assistants).

Effective July 1st, 2012:

- (f) All regular employees shall be entitled to two (2) paid days of personal leave per year. These days may not necessarily be consecutive work days.
- (g) For the purposes of this article, the term “year” shall be September 1 to June 30 (July 1 to June 30th for custodial/maintenance). Such leave shall not be cumulative.
- (h) Personal leave shall be subject to the approval of the Supervisor of Operations or Superintendent or designate (administrative assistants), upon application by the employee having provided reasonable notice in the request for leave.

25.03 **Union Leave**

A leave of absence without pay to attend to Union business shall be granted to an employee. Two (2) weeks' advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee per department shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union.

25.04 **Convention/Conference/Education Leave**

An employee who has been elected or appointed by the Union to attend Union conventions or other business of the Union shall be granted a leave of absence without pay for this purpose if such leave does not interfere unduly with the operation of the Employer. The Union will be responsible for requesting such leave on behalf of the employee and shall reimburse the Employer for all salary and fringe benefit costs for the period of the absence. The Employer will respond to the request in writing within fourteen (14) calendar days and will include the reasons for refusal if applicable, with a copy to the employee.

25.05 **Negotiation Leave**

The Employer agrees to allow a maximum of six (6) employees, time off with pay, for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

25.06 **Jury Duty Leave**

All employees summoned to jury duty shall be paid wages amounting to the difference between the amounts paid them for jury services, including jury selection, and the amount they would have earned had they worked on such days.

This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off.

25.07 **Witness Leave**

Employees required to appear in court as a witness on behalf of the Crown or the Employer will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days.

25.08 **Maternity Leave**

A female employee who has completed seven (7) consecutive months of employment shall be granted a maternity leave of absence without pay by the Employer in accordance with the Employment Standards Code of Manitoba. Said employee shall be reinstated by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

When an employee is able to return to work after maternity leave, she shall provide the Employer with at least four (4) weeks' notice.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Accumulated sick leave and/or group insurance benefits required because of a medical condition directly attributable to pregnancy will be granted to employees under the same conditions as these benefits are granted to other employees.

25.09 **Parental Leave**

(A) **Entitlements**

Every employee

(a) who,

(i) in the case of a female employee, becomes the natural mother of a child, or

(ii) in the case of a male employee, becomes the natural father of a child, or

- (iii) assumes actual care and custody of a newborn child, or
 - (iv) adopts a child under the law of a province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave; and
- (c) who has completed seven (7) consecutive months of employment; Is entitled to, and shall be granted parental leave without pay, consisting of a continuous period of up to thirty-seven (37) weeks, in accordance with the *Employment Standards Code of Manitoba*.

(B) **Commencement of Leave**

Subject to the following paragraph, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee will decide when his or her parental leave is to commence and, where possible, will take said leave at a time that is mutually agreeable to the Employer and the employee.

When an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(C) **Late Application for Parental Leave**

When an application for parental leave under sub article (A) above is not made in accordance with sub article (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the same or comparable position occupied at the time such leave

commenced.

25.10 **Family Responsibility Leave**

Time off with pay will be granted to an employee for illness in an employee's immediate family (spouse, common-law spouse, dependent child, or parent, including all step and foster relationships) to a maximum of **four (4) days effective date of ratification** in each calendar year. The day(s) shall be deducted from an employee's sick leave accumulation.

25.11 **Compassionate Care Leave**

Employees may request time off for Compassionate Care purposes, and if so, shall be granted an unpaid leave of absence or absences which shall not exceed eight (8) weeks in total. Said Compassionate Care leave shall be consistent with *Employment Standards Code of Manitoba*.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 25.12 Bereavement/Serious Illness Leave of this collective agreement.

25.12 **Bereavement/Serious Illness Leave**

Bereavement leave shall be granted with pay according to the following terms:

- (a) Five (5) working days off with pay shall be granted in the event of the death, or serious illness as diagnosed by a medical doctor, of a member of the employee's immediate family or the employee's spouse's immediate family. Immediate family for both the employee or his or her spouse or common-law spouse shall mean spouse, common-law spouse, child, grandchild, parent, brother or sister (including all foster and step relationships).
- (b) **Three (3) working days off with pay shall be granted in the event of the death or serious illness as diagnosed by a medical doctor, of an employee's son-in-law or daughter-in-law.**
- (c) One (1) working day off with pay shall be granted in the event of the death of an employee's or the employee's spouse's or common-law spouse's grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, including step and foster relationships. One (1) additional working day off with pay shall be granted in situations where travel time is required to attend the funeral.
- (d) One (1) working day off with pay shall be granted to any employee

who acts as an **active** pallbearer **or eulogist** at a funeral of a person other than those covered in (a), (b) **or (c)** above.

The Employer may grant additional leave for the above or other related causes deemed necessary. It is the responsibility of all employees to obtain permission from the Supervisor of Operations or Division Superintendent (administrative assistants), or designate prior to taking such leave.

ARTICLE 26 SENIORITY

26.01 Seniority shall be defined as the length of continuous service since most recent date of hire by the Employer.

26.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence.

26.03 Seniority shall be considered broken and services terminated if an employee:

- (a) is duly discharged by the Employer and not reinstated through the grievance and arbitration procedure of this Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of twelve (12) months or is called back to work after layoff and does not return to work within ten (10) working days of receiving a registered letter to his or her last known address unless a satisfactory reason is given by the employee;
- (d) is absent from work without a written leave of absence for more than three (3) consecutive scheduled working days unless a satisfactory reason is given by the employee.
- (e) fails to return to work on the completion of an authorized leave of absence, unless a satisfactory reason is given by the employee.

26.04 **Layoff**

A layoff shall be defined as a reduction in the workforce.

Employees shall be laid off in reverse order of their seniority within a department, provided that those employees retained have the qualifications, skills and abilities to perform the jobs remaining. The Employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff or the

Employment Standards Code ESC CCSMcE110, 2007, whichever provides the greater notice or in the absence of such notice shall grant pay in lieu thereof.

Administrative Assistants: In the event of a permanent school closure, Article 41 Permanent School Closure shall apply to the person(s) from the closed school. The layoff process in this article shall apply to employees who are affected by the permanent school closure but whose schools have remained open.

26.05 **Recall from Layoff**

Employees shall be recalled in order of their seniority within their department where jobs or routes become available, provided they have the ability to perform such job. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of his or her current address. No new employees shall be hired until those laid off have been given the opportunity of recall.

26.06 **Reduction to Part-time**

Reverse order of seniority within the employee's classification shall be applied in all matters concerning a reduction to part-time status or to spare driver status.

26.07 **Part-time Seniority**

Part-time employees will have seniority only over other part-time employees within the bargaining unit.

26.08 The Employer shall provide the Union with all the necessary employee information concerning matters of job postings, job awards, promotions, demotions, and transfers. This information will be provided to the Union on a current basis.

26.09 The Employer agrees to provide the Union every six (6) months with a seniority list of all employees within the area covered by the Collective Bargaining Agreement. The list shall be sorted by department (custodial/maintenance, administrative assistants and bus drivers).

26.10 **Additional Hours - Custodial/Maintenance and Administrative Assistants**

The Employer agrees that any additional hours of work that become available will first be offered to present part-time employees on a school by school basis, by seniority, provided the more senior employee is available and has the ability to perform the normal requirements of the job. The exception to this shall be hours of work that are made available specifically for students to work during the

summer months and that are paid for in part by government grants.

When the Employer has been advised that a bargaining unit employee will be absent for a period of greater than two (2) consecutive weeks, the position will first be offered to present part-time employees on a school by school basis, provided the more senior employee is available and has the ability to perform the normal requirements of the position. If, at the time of notification, it is known or believed, that the absence will be greater than two (2) consecutive months, then the position shall be posted for all employees to apply, and will be offered to the senior applicant, who has the ability to perform the normal requirements of the position. At the termination of the position the employee shall be returned to his/her former position.

ARTICLE 27 JOB POSTINGS/VACANCIES AND NEW POSITIONS

27.01 When a vacancy occurs or a new position is created within the bargaining unit and the Employer requires that the vacancy or new position be filled, the Employer shall post notice of the vacancy or new position on the appropriate notice boards for a minimum of five (5) working days. The notice of vacancy or new position shall contain statements regarding the posted position including the classification, place of employment, service area and details of the route (bus drivers), normal hours of work, wage rate, qualifications, skills and abilities required, and the closing date for applications. In addition, the Employer agrees to email and mail a written copy of the job posting to each employee on the date it was posted during the summer, Christmas and/or Spring Break periods. Once a candidate has been selected, the filling of the vacancy will not be unreasonably delayed. Should such circumstances arise, the Union will be advised in writing. The Union will be provided with a copy of the posting at the time the position is posted.

27.02 The Employer will notify the successful applicant as soon as possible following the posting period, and in any event, no later than three (3) working days. In the case of new hires, the employee will be deemed to have been employed as of the first day of commencement of work.

27.03 When choosing the successful applicant for a new or vacant position, the Employer shall base its decision on the applicant's qualifications, demonstrated skills and ability. If in the opinion of the Employer qualifications, skills and ability are relatively equal between applicants, then seniority shall prevail. Employees' applications for posted vacancies will be considered prior to applications from outside the bargaining unit.

27.04 If an existing employee is the successful applicant for a posted position, the employee will be placed in the new position or vacant position for a trial period of not more than forty (40) working days. In the event the employee is unable or does not wish to complete the trial period or cannot satisfactorily perform the job during the trial period, such employee shall be returned to his or her former position, wage or salary rate, without loss of seniority, and any other employee whose position has been

affected shall also be returned to their respective former positions, wage or salary rate, without loss of seniority.

27.05 The Employer shall post on the appropriate notice boards, the name of the successful applicant who has been chosen to fill any vacancy and/or new position that has been posted for bids. The Union office will be notified of the name and classification of the successful applicant.

27.06 When an employee from another department with no prior service in that department is the successful applicant for a posted position, they shall be assigned a departmental start date in the new department.

The first shift worked in the new department shall be used to determine the departmental start date. The departmental start date shall be used to determine the new employee's ranking on the schedule. The departmental start date shall be used for scheduling purposes within the department, including overtime and vacation requests. In all other cases, Article 26 shall apply. An employee changing departments with no prior service or comparable experience in the new department shall be placed at the starting rate of the salary grid for that position in the new department.

ARTICLE 28 PAYMENT OF WAGES

28.01 The Employer shall pay salaries and wages in accordance with Appendices "B", "C" & "D" attached hereto and forming part of this Agreement. All employees covered by this Agreement will be paid by direct deposit to the financial institute of the employee's choice, on a monthly basis with a mid-month allowance of one-half (1/2) of their respective monthly salaries unless the employee notifies the Division, in writing, that the employee does not elect the mid-month advance. If an employee believes that they were incorrectly paid, they shall immediately bring it to the attention of their supervisor. The Employer is committed to the early resolution of payroll disputes, and will correct any pay shortages as soon as reasonably possible.

28.02 If a new position is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party the matter shall be submitted to the grievance and arbitration procedure in Articles 30 and 31 of this Agreement.

ARTICLE 29 COURT'S DECISION

29.01 In the event of any articles or portions of this Agreement being held improper or invalid by a Court of Law or Labour Board, such decision shall not

invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 30 ADJUSTMENT OF GRIEVANCES

30.01 Any complaint, disagreement or difference of opinion between the Employer and the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

30.02 **Prior to initiating the formal grievance process any employee, the Union or the Division, who has a difference regarding the interpretation, operation or alleged violation of the collective agreement, shall first communicate with the other party to the agreement to discuss the difference and both parties shall make an earnest effort to resolve the difference.**

Failing resolution of the difference any employee, the Union or the Division may present a written grievance. Any grievance which is not presented within thirty (30) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. It is agreed that no more than five (5) working days shall be counted during each calendar week.

30.03 All grievances must be submitted in writing.

30.04 The term "working days" as used in this article shall mean days other than Saturday and Sunday or a paid holiday referred to in Article 17, General Holidays, of this Agreement.

30.05 The procedure for adjustment of grievances and disputes shall be as follows:

Step I

The Supervisor of Operations [Division Superintendent (administrative assistants)], or designate must reply to the grievance in writing within ten (10) working days, a copy of which shall be given to the grievor and a copy forwarded to the Union.

Step II

Failing a satisfactory settlement in Step I, the employee and/or the Union Representative shall submit the written grievance to the Board of Trustees or Personnel Committee of the Division within ten (10) working days of the receipt of the decision of the Supervisor of Operations [Division Superintendent (administrative assistants)], or

designate. The Board of Trustees through the Personnel Committee shall render their decision within ten (10) working days.

30.06 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision, from either party, but not thereafter, the matter may then be referred to an Arbitrator, selected in accordance with Article 31 Arbitration.

30.07 **Extension of Time lines**

It is understood and agreed by the Union and the Employer that the time limits specified in the various steps of the above grievance procedure, may only be extended by mutual agreement between the Union and the Employer.

ARTICLE 31 ARBITRATION

31.01 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.

31.02 The grievance shall be submitted to an Arbitrator, who shall be chosen in rotation starting from the top of the following list:

1. Mr. Blair Graham
2. Mr. John Korpesho

31.03 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted must present an arbitrable issue under this Agreement.

31.04 The decision of the Arbitrator shall be final and binding on both parties and on any employee affected by it. The Arbitrator's expenses shall be borne one-half (½) by the Employer and one-half (½) by the Union.

31.05 **Time Limits**

The time limits in both the Grievance and Arbitration procedures may be extended by mutual consent of the parties to this Agreement in writing.

31.06 In the event a grievor or the Union or Employer fail to process the grievance, within the time limits as set out above or as amended by agreement under Article 31.05, Time Limits, the grievance shall be deemed to be abandoned or conceded, as the case may be.

31.07 An Arbitrator referred to above, who has been requested to act as

the Arbitrator when the grievance is withdrawn or resolved by the parties, shall act as the Arbitrator on the subsequent arbitration referred to above. Should the Arbitrator be unable or unwilling to convene a hearing within forty-five (45) calendar days of their appointment, either party to the arbitration may at that time proceed to the Manitoba Labour Board to have another arbitrator appointed who can meet the forty-five (45) calendar day requirement.

31.08 The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

31.09 In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

31.10 **Disagreement on Decision**

Should the parties disagree as to the meaning of the arbitrator's decision, both parties may jointly apply to the arbitrator to clarify the decision, which the arbitrator shall do within five (5) days.

ARTICLE 32 LABOUR MANAGEMENT RELATIONS

32.01 A Labour/Management Relations Committee shall be appointed consisting of an equal number of representatives from the Union and the Employer. There shall be a maximum of seven (7) representatives from each party. The Committee shall meet on request of either party or at least every third month for the purposes of discussing matters of mutual concern. The Committee shall discuss and make recommendations relating to improving and maintaining a healthy working environment. Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked. The Union Representative may also attend such meetings.

ARTICLE 33 DISCIPLINE/DISCHARGE

33.01 The Employer agrees when interviewing employees for the purpose of their work record and when said interview is to be recorded on the employee's personnel file at the Division Office, that a Shop Steward and/or Union Representative shall be present at all times. The time taken to travel to and attend this interview is to be considered as time worked for both the employee and their Shop Steward or designate.

33.02 The Employer agrees, when submitting written notices of warning, disciplinary action or dismissal, to give a copy to the employee concerned with a reason for same in full, and to provide the Union with a notice by fax forthwith. Employees will be required to sign written notices of warning, discipline action or dismissal, to acknowledge that they have received the document.

33.03 The Employer will remove all written disciplinary notices from the employees personnel file after eighteen (18) calendar months. The Employer shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of eighteen (18) calendar months shall not include periods of layoff or periods of leaves of absence without pay.

33.04 **Access to Employee's Personnel File**

Employees covered by this Agreement will have visual access to their own personnel file. Requests to view this file must be sent to the Secretary Treasurer and an appointment will be made to accommodate the request. The Employer will have its representative present when an employee is examining their personnel file. It is understood that employees may make copies of any documentation contained in their personnel file. An employee's reply to any document contained in his or her personnel file will also be placed in the employee's personnel file. The employee's personnel file shall be located in, and maintained by, the Division office.

ARTICLE 34 BULLETIN BOARDS

34.01 The Employer shall allow the Union to install its bulletin boards for the purpose of allowing the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of each bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place. All notices posted will be posted only by Union Representatives or designate and will be in keeping with the spirit and intent of the Agreement.

ARTICLE 35 WORKERS COMPENSATION BENEFITS

35.01 When employees are unable to work as a result of an injury or illness incurred in the course of their duties, the employee will inform the Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer will be provided without undue delay.

35.02 In situations where the Workers Compensation Board disentitles an employee from receiving benefits for any reason whatsoever and where in such instances the employee files an appeal challenging the Workers Compensation Board's

decision to disentitle him/her from receiving these benefits, the Employer agrees to immediately apply the provisions of the Collective Agreement concerning sick leave. In such instances the employee agrees that if his/her appeal is accepted by the Workers Compensation Board that the Employer will then be reimbursed for all monies owing to them.

35.03 In the event of a compensable accident, the affected employee shall be paid by the Employer for the remainder of his or her work day.

35.04 If an employee is required to take time off work to receive follow-up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee and the Employer agrees to immediately apply the provisions of the Collective Agreement concerning sick leave. Any resulting lost wages that may occur shall be paid for in total by the Employer. The employee shall comply with all regulations so that the Employer can make a claim to retain the amount the Workers Compensation Board would normally pay for such lost time. Where possible, the employee shall schedule such time outside regular working hours.

ARTICLE 36 INSURANCE

36.01 The Public School Act by regulation prescribes the insurance requirements for the transportation of students to be carried by the Division.

ARTICLE 37 HEALTH AND WELFARE

37.01 Health and welfare benefits shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

ARTICLE 38 HARASSMENT

38.01 The Employer and the Union agree that no form of harassment shall be condoned in the workplace. Both parties will work together in recognizing and resolving such concerns as they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

38.02 The Employer's policy on harassment, developed in accordance with Manitoba Workplace Safety and Health legislation and regulations, shall be posted on bulletin boards in appropriate locations. Any situation involving harassment shall be dealt with in accordance with the procedures contained in the Employer's harassment policy.

ARTICLE 39 JOB DESCRIPTION

39.01 The Employer agrees to prepare job descriptions of those positions for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall be the basis for outlining the duties of the respective classifications.

**ARTICLE 40 PERMANENT SCHOOL CLOSURE - CUSTODIAN
MAINTENANCE**

40.01 In the event of a permanent school closure within the Division, the following process for placing affected employees will take place.

- (a) Senior affected employees shall be offered the opportunity to stay in their community at another school, over employees junior to them, within their current classification.
- (b) The senior affected employee may elect to be assigned to replace the least senior employee in the same classification within their current community.
- (c) If the senior affected employee chooses not to exercise their seniority within their own community as in (b) above, or is the least senior employee within their classification within their community, they may elect to be assigned to replace the least senior employee in their classification within the Division.
- (d) If said affected employee is the least senior employee within their classification within the Division, and is therefore unable to be assigned to replace anyone within their current classification, the affected employee may elect to be assigned to replace the least senior employee occupying a lower classification within their community, provided they have the ability to perform such job.
- (e) Where there are no less senior employees occupying a lower classification within their community, the employee shall be assigned to replace the least senior employee occupying a lower classification within the Division provided they have the ability to perform the job.
- (f) Where there are no less senior employees occupying a lower classification within the Division, the affected employee shall be placed on layoff.
- (g) Where an affected employee is assigned to replace a less senior employee in a lower classification, the affected employee shall

continue to be paid at their current step on the salary grid of the higher classification for a period of six (6) months, after which their rate of pay shall be reduced to the increment level of the lower classification which is the least reduction from their original rate of pay.

- (h) An employee assigned to replace an employee in a lower classification in accordance with the above process shall have the opportunity to be considered for a vacant position that is to be filled, prior to the posting of positions under Article 27.
- (i) In the event the affected employee chooses not to exercise their seniority in another classification, school or community they shall be placed on layoff.

ARTICLE 41 PERMANENT SCHOOL CLOSURE - ADMINISTRATIVE ASSISTANTS

41.01 In the event of a permanent school closure within the Division, the following process for placing affected employees will take place.

- (a) Senior affected full-time employees shall be offered the opportunity to stay in their community at another school, over full-time or part-time employees junior to them.
- (b) Senior affected part-time employees shall be offered the opportunity to stay in their community at another school, over part-time employees junior to them.
- (c) The senior affected full-time employee may elect to be assigned to replace the least senior employee within their current community, potentially being reduced to part-time.
- (d) If the senior affected full-time employee chooses not to exercise their seniority within their own community as in (c) above, or is the least senior employee within their community, they may elect to be assigned to replace the least senior full-time employee within the Division.
- (e) If the senior affected part-time employee chooses not to exercise their seniority within their own community as in (b) above, or is the least senior employee within their community, they may be elected to be assigned to replace the least senior part-time employee within the Division.

- (f) If said affected employee is the least senior employee within the Division, the affected employee shall be placed on layoff.
- (g) The affected employee is identified by this article who is moved to another school shall continue to be paid at their current step on the salary grid.
- (h) An employee assigned to replace an employee in another community in accordance with the above process shall have the opportunity to be considered for a vacant position in their original community that is to be filled, prior to the posting of the position under Article 27.
- (i) In the event the affected employee chooses not to exercise their seniority in another classification, school or community they shall be placed on layoff.

ARTICLE 42 NOTICE OF TERMINATION

42.01 The notice period for terminating the employment of an employee is the applicable notice period set out in the following table for the employee’s period of employment with the Employer:

<u>Period Of Employment</u>	<u>Notice Period</u>
Less than 1 year	1 week
At least 1 and less than 3 years	2 weeks
At least 3 and less than 5 years	4 weeks
At least 5 and less than 10 years	6 weeks
At least 10 years	8 weeks

If notice is not provided as above, the Employer shall award pay in lieu of notice. Exceptions to these notice requirements are as set out in the Employment Standards Code and are hereby incorporated into this Collective Bargaining Agreement. Notice requirements by the employee shall be as per the Employment Standards Code.

ARTICLE 43 MILEAGE

43.01 An employee using their personal vehicle in performance of duties as requested by the Supervisor of Operations, School Administrator (administrative assistants), or designate, shall be reimbursed for mileage at the Divisional mileage rate.

ARTICLE 44 EXPIRATION AND RENEWAL

44.01 This Agreement shall be in effect from July 1st, 2014 and shall remain in force until June 30th, 2017 and thereafter from year to year, but either party may, not less than thirty (30) days nor more than ninety (90) days before the expiry date of this Agreement give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2015.

FOR THE UNION:

FOR THE EMPLOYER:

Appendix “A”

HEALTH AND WELFARE BENEFITS

A-1 Sick Leave- Administrative Assistants and Bus Drivers

A-1.01 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 for which compensation is not payable under the Workers Compensation Act. **Accumulated sick leave credits may be utilized for medical and dental appointments.**

A-1.02 All regular drivers and administrative assistants will be credited with twenty (20) days of sick leave on the first day of the fall term of each calendar year.

A-1.03 Unused sick leave days at the end of that same school year will be carried forward as available sick leave days for subsequent years.

A-1.04 The maximum number of available days that may be carried forward will not exceed **one hundred and twenty (120) sick leave days, effective date of ratification and one hundred and twenty-four (124) sick leave days, effective July 1st, 2015**

A-1.05 For the purpose of this appendix, one (1) year is defined as the school year, as designated by the provincial government Minister responsible for Education.

A-1.06 An employee hired other than at the beginning of the year will be entitled to a fraction of the twenty (20) days sick leave equal to the fraction of the remaining part of the year.

A-1.07 Employees must notify the Supervisor of Operations, School Administrator or Board Office (administrative assistants), or designate with the earliest possible notice prior to their normal start time on the day they are unable to report for work.

A-1.08 Employees may be required to produce a certificate from a qualified medical practitioner for any illness or injury in excess of three (3) days, certifying that such employee is unable to carry out their duties. For other instances of sick leave where abuse of sick leave may be suspected, the Employer may request a medical certificate.

A-1.09 Employees returning to work following a lengthy illness may be asked to submit a doctor's certificate stating that the employee is able to return to their regular duties.

A-1.10 When an employee's sick leave is exhausted, the procedures for the Employer and the status of the employee are as follows:

- (a) For the period of twelve (12) calendar months from the day sick leave is exhausted an employee shall have rights to his/her position.
- (b) During the above period, upon the request of the Employer, the employee must provide periodic medical reports from the doctor regarding their expected date of return.
- (c) During the above period, if the Employer requires the position to be filled, it will do so with temporary staff or reassignment of existing staff.
- (d) Following the period of time provided for in (a) above, the employee, if medically fit to return to work, shall be given preference for any vacancy he/she is qualified and able to do.
- (e) Following the initial twelve (12) month period, if the Employer requires the position to be filled on a permanent basis, it will be posted in accordance with Article 27, Job Postings/Vacancies and New Positions, of the Collective Agreement.

(f) **Proof of Illness**

The Division reserves the right to require a certificate from a duly qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for sick leave.

A-1.11 In **September** of each calendar year, the Employer will provide **the union office** with a report containing the total amount of accumulated paid sick leave **each** employee is entitled to as of that time. **Each employee's accumulated paid sick leave amount will appear on his or her paystub.**

A-1.12 **Payment for Medical Certificate**

The Employer will reimburse an employee for the cost of any medical certificate requested and/or required by the Employer.

A-1.13 Sick leave is not payable to an employee who, in respect of injury resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance ("M.P.I.") to the extent that such benefits and paid sick leave exceed the employee's normal salary and up to the maximum number of sick leave days accumulated by the employee. In such cases, the amount in excess of the employee's normal salary the employee shall reimburse the Division the amount of benefit received from M.P.I. Upon repayment of such funds, the employee's amount of sick leave for which funds were reimbursed, will be credited back to their sick leave accumulation.

A-2 Sick Leave - Custodial/Maintenance

A-2.01 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 for which compensation is not payable under the Workers Compensation Act. **Accumulated sick leave credits may be utilized for medical and dental appointments.**

A-2.02 Sick leave shall be granted to all employees and shall accumulate on the basis of one and three quarter (1 $\frac{3}{4}$) days for each month in which an employee has earned at least ten (10) days' pay. Unused sick leave shall be cumulative to a maximum of **one hundred and twenty (120) sick leave days effective date of ratification and one-hundred and twenty-four (124) sick leave days effective July 1st, 2015.**

A-2.03 Employees must notify the Supervisor of Operations or his or her designate prior to their normal start time on the day he or she is unable to report for work, and must also notify the Supervisor of Operations or his or her designate prior to returning to work.

A-2.04 An employee may be required to produce a certificate from a qualified medical practitioner for any illness or injury, certifying that such employee is unable to carry out his or her duties due to illness or injury.

A-2.05 Employees returning to work following a lengthy illness must submit a doctor's certificate stating that the employee is able to return to his or her regular duties.

A-2.06 When the Employer requires a doctor's certificate, then the Employer shall be responsible for the medical fees that may be involved in providing the doctor's certificate.

A-2.07 Suspected abuses of these sick leave provisions will be investigated and proven instances will result in severe disciplinary action.

A-2.08 When an employee's sick leave is exhausted, the procedures for the Employer and the status of the employee are as follows:

- (a) For the period of twelve (12) calendar months from the day sick leave is exhausted an employee shall have rights to his/her position.
- (b) During the above period, upon the request of the Employer, the employee must provide periodic medical reports from the doctor regarding their expected date of return.
- (c) During the above period, if the Employer requires the position to be filled, it will do so with temporary staff or reassignment of existing staff.

- (d) Following the period of time provided for in (a) above, the employee, if medically fit to return to work, shall be given preference for any vacancy he/she is qualified and able to do.
- (e) Following the initial twelve (12) month period, if the Employer requires the position to be filled on a permanent basis, it will be posted in accordance with Article 27 of the Collective Agreement.

A-2.09 In **September** of each calendar year, the Employer will provide **the union office** with a report containing the total amount of accumulated paid sick leave **each** employee is entitled to as of that time. **Each employee's accumulated paid sick leave amount will appear on his or her paystub.**

A-2.10 **Medical Examinations** - The Employer may require an employee to undergo a medical examination. Such examination shall be made by a physician mutually agreed to by the Employer and the employee. Any expense of the examination or report shall be borne by the Employer.

The Employer acknowledges the right of the employee to obtain a second medical opinion at the employee's expense.

A-3 Group Life and Pension Plan

A-3.01 The Employer will administer the Manitoba Public School Employees Group Life Insurance Plan # 22727 and the MAST Non-Teaching Employees Pension Plan in accordance with the terms and conditions of the master policies of said plans.

A-3.02 Unless otherwise excluded, all employees shall participate in the plans and shall participate in accordance with the terms and conditions of said plans.

A-3.03 The Employer agrees to notify the Union and the affected employees forthwith whenever changes are made to the Plans referenced in A-3.01 above.

A-4 Manitoba Food & Commercial Workers Dental Plan (Custodial/Maintenance only)

A-4.01 The Employer agrees to deduct from each employee's pay an amount of thirty-two (32¢) cents per hour (and an additional two (2¢) cents per hour on May 1st of each year thereafter if the plan so requires) for each hour of actual work in respect to all employees in the bargaining unit.

A-4.02 Contributions shall include sick pay, vacation and general holiday pay to a maximum of forty (40) hours per week.

A-4.03 The Employer agrees to forward to the Trust such contribution within twenty-one (21) days following the end of each payroll period.

A-4.04 The Employer agrees to cooperate with the Administrator of the Manitoba Food & Commercial Workers Dental Plan in respect to the administration of the Dental Plan.

A-5 Group Retirement Savings Plan

A-5.01 The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in the UFCW Local 832, Group Retirement Savings Plan.

A-6 Education and Training Trust Fund

A-6.01 The Employer shall contribute eighteen hundred (\$1800.00) dollars on July 1st 2012, and eighteen hundred (\$1800.00) dollars on July 1st 2013, into the Union's Education and Training Trust Fund.

A-7 Extended Health Plan

The Employer will administer the Manitoba Teachers' Society Group Health Care Benefits (Blue Cross) in accordance with the terms and conditions of the master policies of the plan. The plan currently provides eligible employees with extended health coverage including but not limited to ambulance service, medical appliances, paramedical practitioners, prescription drugs and travel health. Participation by employees is optional.

Premiums are paid by the employee.

A-8 Long Term Disability Benefit (Administrative Assistants only)

The Employer will administer the Manitoba Teachers' Society Disability Benefits Plan (long term disability benefit) in accordance with the terms and conditions of the master policies of the plan. The plan currently provides eligible employees partial income replacement during a period of disability, as per the terms of the plan. There is an eighty (80) working day waiting period. Premiums are paid by the employee and participation by employees is mandatory.

Appendix “B”

WAGES

APPENDIX B

WAGES B-1 CLASSIFICATION AND RATES OF PAY - BUS DRIVERS

B-1.01 BUS DRIVERS – BASE PAY FOR A SINGLE ROUTE OF UP TO 120 KM.

	Per Route Current	Per Route Effective July 1, 2014	Per Route Effective July 1, 2015 2%	Per Route Effective July 1, 2016 2%
Start	\$65.74	\$67.92	\$69.28	\$70.66
Step 1	\$66.46	\$68.64	\$70.01	\$71.41
Step 2	\$67.16	\$69.44	\$70.83	\$72.25
Step 3	\$67.92-70.12	\$71.52	\$72.95	\$74.41

B-1.02 BUS DRIVERS

	Per Hour Current	Per Hour Effective Date of Ratification 2%	Per Hour Effective July 1, 2015 2%	Per Hour Effective July 1, 2016 2%
Start	\$14.58	\$14.87	\$15.17	\$15.47

Progression on Scale

All employees in the bargaining unit will progress to the next step on the scale until maximum salary is reached, on the first of the month following the completion of one (1) year of service since last increment date. For the purpose of this appendix, one (1) year is defined as ten (10) months of actual paid service.

B-2 Route Allowance

For each kilometre a route exceeds one hundred and twenty (120) kilometres a route allowance of **seventeen point sixty three (17.63)** cents per

kilometre will be paid to the applicable employee in addition to their base pay.

The route allowance paid per kilometre over one hundred and twenty (120) kilometres in a route will increase as follows:

Per Kilometre Current	Per Kilometre Effective July 1, 2014 2%	Per Kilometre Effective July 1, 2015 2%	Per Kilometre Effective July 1, 2016 2%
\$17.63	\$17.98	\$18.34	\$18.71

B-3 Shuttle Bus Allowance

A shuttle bus allowance of **\$5.67** per shuttle shall be paid to employees who drive a bus to shuttle students from one school to another within Virden.

The shuttle bus allowance per shuttle will increase as follows:

Per Shuttle Effective July 1, 2014 2%	Per Shuttle Effective July 1, 2015 2%	Per Shuttle Effective July 1, 2016 2%
\$5.78	\$5.90	\$6.02

B-4 Multiple Route Pay

Multiple routes are a result of bus breakdown or other instance when an employee is required to drive their own route in addition to covering all or part of another driver's route. A multiple route pay of **\$56.64** is payable for each day this occurs, a.m. route, p.m. route, or both. Such pay is in addition to an employee's regular route pay for the day.

The multiple route pay will increase as follows:

Per Day Effective July 1, 2014 2%	Per Day Effective July 1, 2015 2%	Per Day Effective July 1, 2016 2%
\$57.77	\$58.93	\$60.11

B-5 Payment For Work Other Than Route or Shuttle Allowance

Employees performing a service for the Employer, other than that being paid for a route and shuttle allowance, will be paid an hourly rate of pay. The services

for which the applicable hourly rates of pay will be paid include, but are not restricted to, the following:

- (a) **Trips** - Any trip for the purpose of extra or co-curricular activities and assigned by the Employer in accordance with the provisions of Article 15.02, Awarding of Trips will be paid from the time the employee leaves their home base to the time they return to their home base at the B-1.02, Tier 1 rate of pay. **Drivers are limited to a maximum number of hours as set out in federal Department of Transportation regulations.**
- (b) **Bus Servicing** – When an employee takes a bus in for servicing, such employee will be paid from the time the employee leaves their home base to the time they return to their home base at the B-1.02 **hourly** rate of pay.
- (c) **Meetings** – When an employee, attends a meeting at the request of the Employer, such employee will be paid for all time spent in such meeting at the B-1.02 **hourly** rate of pay. If the meeting is called at a time not attached to an employee's regular route, such employee will be paid a minimum of three (3) hours pay for attendance at such meeting. Mileage, meals and accommodation, with receipts, shall be reimbursed or paid directly by the Employer in accordance with Division policy.
- (d) **PD/Workshop Attendance** - When the Employer requires an employee to be present at any workshop, in service or PD day called by the Employer, time spent at such a meeting shall be considered as time worked but shall be no less than three (3) hours pay at the B-1.02 **hourly** rate of pay. Mileage, meals and accommodation, with receipts, shall be reimbursed or paid directly by the Employer in accordance with Division policy.
- (e) **Waiting Time – Oak Lake** – Employees driving the modified bus route at Oak Lake will be paid one (1) hour, each day, at the B-1.02 hourly rate of pay, in addition to their regular route pay and route allowance.
- (f) **Minimum Call In for Trips** – An employee called and required to return to work for a trip by the Supervisor of Operations and/or designate shall be paid for time worked but in no event less than three (3) hours of pay at the B-1.02 hourly rate of pay.
- (g) **Drive to Exchange Buses** – Where it is necessary to drive to exchange buses, the affected employee will be paid at the B-1.02 hourly rate of pay from the time they leave their home base until the time they return to their home base.
- (h) **Pick Up Bus Start of School Year** - Employees who are required to pick up a bus prior to the start of the school year, attend the driver meeting with Supervisor of Operations, contact parents, conduct safety checks and pre-

runs will be paid for all time worked including from the time they leave their home base until the time they return. In no event will such pay be less than three (3) hours pay at the B-1.02 hourly rate of pay.

- (i) **Drop Off Bus End Of School Year** – An employee with a home base located outside the Town of Virden who is required to drop off a bus at the end of the school year will be paid for all time spent from the time they leave their home base until the time they return but in no event less than three (3) hours pay at the B-1.02 hourly rate of pay.
- (j) **Bus Breakdown** - In the event that a bus breaks down or becomes stuck and the delay causes a driver to exceed their “green sheet end of time”, the driver will be paid the excess time at the hourly rate of pay contained in Appendix B-1.02.

B-6 Special Assistance Allowance

Special assistance allowances are payable when a significant and ongoing need of an individual student has been identified. The Supervisor of Operations shall identify eligible individuals by the 15th of September each year but new students may be added to the list during the year.

In any month in which an individual who has been identified as requiring special assistance is transported for at least one day, the driver(s) on that bus shall be paid a special assistance allowance of **one hundred and forty-eight dollars and sixty-seven cents (\$148.67)**. The special assistance allowance per individual per month will increase as follows:

Per Individual <u>Per Month</u> Effective July 1, 2014 2%	Per Individual <u>Per Month</u> Effective July 1, 2015 2%	Per Individual <u>Per Month</u> Effective July 1, 2016 2%
\$151.64	\$154.68	\$157.77

B-7**Bus Driver Trainers**

Bus Driver Trainers will be paid **twenty dollars and sixty-eight cents (\$20.68)** per hour for all hours spent performing trainer duties effective July 1st, 2014. **The bus driver trainer hourly rate will increase as follows:**

Per Hour Effective July 1, 2014	Per Hour Effective July 1, 2015 2%	Per Hour Effective July 1, 2016 2%
\$20.68	\$21.09	\$21.52

B-8**Bus Washing Allowance**

Each regular driver assigned a bus in the Virden service area will be provided with a bus washing allowance of twenty dollars (\$20.00) per month.

Each regular driver assigned a bus outside the Virden service area will be paid a bus washing allowance of forty dollars (\$40.00) per month.

B-9**Plug-In Allowance**

Employees required to plug in the bus at their homes will be paid a monthly plug-in allowance of \$ 61.79 for the period November 1st to April 15th. Such amount will be pro-rated if the vehicle is plugged in for less than a month.

The rates paid will increase by the same percentage increase the Public Utilities Board (PUB) approves as rate increases for Mb Hydro on the same date as the MB Hydro rate increases becomes effective. Upon such increase, this Appendix “B-9” will be changed accordingly and the amended page will be sent out to all employees. It is a requirement that the bus be appropriately plugged in at all times.

B-10**Meals**

Upon submission of receipts, employees will, in accordance with Division policy, be reimbursed the actual cost of their meal expenses incurred while on Employer business.

B-11**Accommodations**

In accordance with Division policy, payment for an employee’s

accommodations while on Employer business will be either direct billed to the Employer or reimbursed upon presentation of receipts.

B-12 Storage of Spare Bus Allowance

Any employee who stores a spare bus at their home will be paid an annual allowance of \$200.00 per bus per year in addition to B-9, Plug-in allowance.

B-13 Kilometre Pay For Use Of Personal Vehicle

Where the Division requires the employee to use their personal vehicle to pick up a school bus the employee will be reimbursed at the Division kilometre reimbursement rate. Such reimbursement is in addition to the driver's pay.

B-14 Spare Bus Drivers Route Pay

Payments made to spare bus drivers for routes will be equal to the amount paid to the regular driver they are replaced on that route. **In addition, if a spare driver is assigned a route outside of their service area, they will be paid for the additional travel time at the hourly rate of pay contained in Appendix B-1.02. No mileage will be paid in addition to the hourly rate.**

B-15 Payment For Costs To Obtain Class 2 License

The Employer will reimburse employees for the cost of obtaining their Class 2 license including the written and road test and the required medical. Such reimbursement will be made upon completion of their probationary period.

Appendix "C"

WAGES

C-1 Classifications and Rates of Pay- Custodial/Maintenance

<u>Classification</u>	<u>Current</u>	<u>July 1, 2014</u>	<u>July 1, 2015- 2%</u>	<u>July 1, 2016 2%</u>
<u>Head Custodian</u>				
start rate	\$15.76	\$16.26	\$16.59	\$16.92
Step 1	\$16.31	\$16.81	\$17.15	\$17.49
Step 2	\$17.38	\$17.88	\$18.23	\$18.60
Step 3	\$19.14	\$19.64	\$20.03	\$20.43
<u>Maintenance Foreperson</u>				
start rate	\$20.51	\$21.76	\$22.20	\$22.64
Step 1	\$21.42	\$22.67	\$23.12	\$23.59
Step 2	\$22.30	\$23.55	\$24.02	\$24.50
Step 3	\$23.21	\$24.46	\$24.95	\$25.45
<u>Cleaner</u>				
start rate	\$12.85	\$13.35	\$13.62	\$13.89
Step 1	\$13.23	\$13.73	\$14.00	\$14.28
Step 2	\$14.04	\$14.54	\$14.83	\$15.13
Step 3	\$15.57	\$16.07	\$16.39	\$16.72
<u>Maintenance Person</u>				
start rate	\$19.24	\$20.49	\$20.90	\$21.32
Step 1	\$20.06	\$21.31	\$21.74	\$22.17
Step 2	\$20.88	\$22.13	\$22.57	\$23.02
Step 3	\$21.71	\$22.96	\$23.42	\$23.89

C-2 Head Custodian Premium

Head Custodians will receive in addition to their rates of pay referred to in Appendix C-1 above, an additional **five hundred dollars (\$500.00)** per annum, per employee supervised.

Head Custodians who do not supervise employees will receive in addition to their rates of pay referred to in Appendix C-1 above, an additional **three hundred and fifty dollars (\$350.00)** per annum.

C-3 Progression on Scale- Custodial/Maintenance

All employees in the bargaining unit will progress to the next step on the scale until maximum salary is reached, on the first of the month following the completion of twelve (12) months of service since last increment date. Increment increases that are due shall be delayed by one (1) month for each instance where a person works no hours in a calendar month due to an unpaid authorized leave of absence.

Appendix "D"

WAGES

D-1 Classification and Rates of Pay- Administrative Assistants

	<u>Current</u>	<u>July 1, 2014</u>	<u>July 1, 2015</u> <u>2%</u>	<u>July 1, 2016</u> <u>2%</u>
Start	\$14.47	\$15.86	\$16.18	\$16.50
Step 1	\$14.93	\$16.31	\$16.64	\$16.97
Step 2	\$15.39	\$16.78	\$17.12	\$17.46
Step 3	\$ 15.86 - 17.26	\$17.61	\$17.96	\$18.32

D-2 Progression on Scale-Administrative Assistants

All employees in the bargaining unit will progress to the next step on the scale until maximum salary is reached, on the first of the month following the completion of one (1) year of service since last increment date. For the purpose of this appendix, one (1) year is defined as the full-time equivalent of ten (10) months of actual paid service.

Increment increases that are due shall be delayed by one (1) month for each instance where a person works no hours in a calendar month due to an unpaid authorized leave of absence.

Appendix "E"

E-1 **Retroactive Pay**

All employees shall receive full retroactive pay to July 1, **2014**, for all hours worked and/or paid **as noted in applicable appendices**. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

LETTER OF INTENT

BETWEEN:

FORT LA BOSSE SCHOOL DIVISION, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"

The parties agree to meet within thirty (30) days of ratification (meeting to consist of Kent Reid & Cindy Murray from the Employer & Brian Hayward, Moe Massart & Roy Potter from the Union) to discuss & address, the issues surrounding the paystubs and the information provided on them.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2015.

FOR THE UNION:

FOR THE EMPLOYER:

EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the *United Food & Commercial Workers Union, Local 832*, and *Fort la Bosse School Division*, contain the following statements:

“The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term “hired or rehired” shall not apply to employees who are on layoff.

The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.

The Employer shall forward Exhibit One as attached to this Agreement, duly completed, to the Union within ten (10) calendar days for the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing said Exhibit One”.

Please complete the Membership Application (sample attached) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree.)
COMPANY NAME	LOCATION/ADDRESS		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYEE NO.		FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	
			PART-TIME <input type="checkbox"/>	OTHER <input type="checkbox"/>	
I hereby declare my application for membership in the United Food & Commercial Workers International Union and within the above statements are true. I agree that all monies paid by me shall be forfeited and I shall not be eligible for a refund. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances and other matters relating to my employment either directly or through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has policies and procedures to safeguard privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:	

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9852.

LETTER OF UNDERSTANDING #1

(Bus Drivers, Custodial and Maintenance employees, and School Administrative Assistants)

BETWEEN:

FORT LA BOSSE SCHOOL DIVISION hereinafter referred to as the "Employer",

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

RE: Manitoba Food & Commercial Workers Dental Plan (Custodial/Maintenance only)

In light of increasing Dental costs and Dental benefit costs the parties agree to the following changes to Appendix A-4.

A-4 Manitoba Food & Commercial Workers Dental Plan (Custodial/Maintenance only)

A-4.01 **The participation by employees into this plan is on a voluntary basis**The Employer agrees to deduct from each employee's pay an amount of **thirty-eight (38¢)** ~~thirty-two (32¢)~~ cents per hour ~~(and an additional two (2¢) cents per hour on May 1st of each year thereafter if the plan so requires)~~ for each hour of actual work in respect to all employees in the bargaining unit.

A-4.02 Contributions shall include sick pay, vacation and general holiday pay to a maximum of **thirty (30)** ~~forty (40)~~ hours per week.

A-4.03 The Employer agrees to forward to the Trust such contribution within twenty-one (21) days following the end of each payroll period.

A-4.04 The Employer agrees to cooperate with the Administrator of the Manitoba Food & Commercial Workers Dental Plan in respect to the administration of the Dental Plan.

This letter will replace the current language in Appendix A-4. Once the parties return to negotiations Appendix A-4 will be permanently amended and this letter will cease to exist.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS DAY OF November, 2020.

FOR THE UNION:

FOR THE EMPLOYER:
