

**CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL 2085**

**And**

**PORTAGE LA PRAIRIE SCHOOL DIVISION**

**TERM OF AGREEMENT JANUARY 1, 2006 - December 31, 2009**

## ARTICLE 1 - PREAMBLE

The Parties to the agreement recognize that within the Portage la Prairie School Division the rights and interests of students are paramount. Therefore, the Parties agree that in establishing rates of pay, hours of work, conditions of employment procedures for equitable adjustment of grievances, there will be no lockouts, interruptions of work, work stoppages, strikes, or other interference with the work of the Division during the life of this Agreement, and to promote harmonious relations between the Division, its employees and the Union.

In carrying out the aforementioned the Parties will be guided by the importance of the educational needs of students and that school division resources with respect to the provisions of the collective agreement must be allocated efficiently and effectively.

## ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Subject to the provisions of this Agreement, the operation of the school system and direction of all employees, including the right to hire, suspend, or discharge for just cause, to assign to jobs, to promote, to transfer employees; to increase, decrease or reorganize all staff, and to determine the service necessary, is clearly a function of management and is vested exclusively in the Division. The Division agrees it will not exercise any of the foregoing rights of this Article in a discriminatory manner.
- 2.02 No employee shall lose his/her job as a result of the Division contracting out services.
- 2.03 The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division.
- 2.04 The School Division shall have the right at any time to adopt, effect, alter and enforce rules and regulations not in conflict with the terms of this Agreement.
- 2.05 Violation of any of the standing School Division rules shall be considered cause for disciplinary action or discharge.

## ARTICLE 3 - RECOGNITION

- 3.01 The Division recognizes the Canadian Union of Public Employees Local 2085 as the sole collective bargaining agent for all employees covered by Certificates MLB #3587 and MLB #3880 issued by the Manitoba Labor Board except casual and student employees, those excluded by the Act and those positions that the Parties may, from time to time, agree on as being excluded from this Collective Agreement.
- 3.02 In this Agreement, unless the context otherwise requires, the expression "employee" signifies a person who is employed by the Portage la Prairie School Division as provided for in Appendix A-A1 of the Agreement. Furthermore, a:
- (a) "full-time" employee and "part-time employee" means an employee who regularly works on a regular and recurring basis.
  - (b) "temporary employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. One copy of the Agreement entered into between the employee affected and the Division shall be given to the President of the Local and to the Union Representative.

If a temporary employee becomes a permanent employee, seniority shall commence from the first day of continuous temporary employment. A temporary employee shall be paid the rate of pay of the position he/she assumes.

- (c) "casual/substitute employee" means an employee who is employed on an irregular and unscheduled basis for a duration of twenty (20) continuous working days or less, or students hired during the period between April 1<sup>st</sup> and September 30<sup>th</sup> of each year. A casual employee is not covered by this Agreement.

3.03 Any representative of the Union on a joint committee of negotiations, grievance or liaison, who is an employee of the Division, shall have the privilege of attending joint committee meetings with the Division, or its designated representatives, held within working hours without loss of remuneration. The Union shall notify the Division, in writing as to the names of the Union members on this committee. The Negotiation and Grievance Committee shall not exceed four (4) Union members. If the Union elects more than four (4) members to the Grievance and Negotiations Committee, the Union shall reimburse the Division for wages.

3.04 Access Agreement

Representatives of the Canadian Union of Public Employees, with the prior approval of the Superintendent responsible for Personnel or his/her designate, shall be given access to the Division's premises at a time and place mutually agreed upon.

ARTICLE 4 -NON DISCRIMINATION

4.01 The Union and the Division agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, creed, race, color, national origin, political or religious affiliation, sex, marital status, place of residence, physical handicap nor by reason of his/her membership or non-membership or activity in the Union.

ARTICLE 5 - UNION DUES

5.01 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union and governed by the Labor Relations Act.

5.02 Deductions

Deductions shall be made from each cheque and shall be forwarded to the Administrative Assistant-Treasurer of the Union Local 2085 not later than the 15<sup>th</sup> day of the following month, accompanied by a list of names of employees from whose wages the deductions have been made.

5.03 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of Union dues provided for in Clause 01.

5.04 Union dues shall not be deducted from persons classified as casual help.

## ARTICLE 6 - GRIEVANCE PROCEDURE

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

All grievances shall be submitted, in writing, stating the Article in the Collective Agreement violated and the solution sought, within fifteen (15) working days of the alleged incident. In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within fifteen (15) days of the said employee returning to work.

6.02 Step 1

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

6.03 Step 2

Failing satisfactory settlement within five (5) working days after the dispute was responded to under Step 1, the grievance may be submitted to the Superintendent responsible for Personnel. If the grievor so wishes he/she may be accompanied by a Union Steward or Union Representative. The Superintendent responsible for Personnel shall render his/her decision within ten (10) working days after receipt of such notice.

6.04 Step 3

Failing settlement being reached in Step 2, the grievor will submit the written grievance to the Board of Trustees who shall render their decision within five (5) working days after the next regularly scheduled Board meeting.

6.05 Step 4

Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their intent to proceed or not to proceed to Arbitration within five (5) working days following the next regularly scheduled Union meeting. However, such response of intent shall not exceed fifteen (15) working days following receipt of the Board's response at Step 3 of this Article.

6.06 In cases of discharge, suspension, lay-off or recall, Step 1 of the Grievance Procedure may be by-passed.

6.07 The Union shall have the right to originate a grievance on behalf of an employee(s). Such a grievance shall commence at Step 2.

## ARTICLE 7 - ARBITRATION PROCEDURE

7.01 When either Party requests that a grievance be submitted to Arbitration, the request shall be made in writing addressed to the other Party of the Agreement.

7.02 Within fourteen (14) days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other Party of the name and address of its appointee. These two (2) Arbitrators shall appoint a third person, who shall be mutually satisfactory to both Parties, to act as Chairman.

- 7.03 If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within fourteen (14) days, the appointment shall be made by the Minister of Labor upon the request of either party.
- 7.04 The decision of the Arbitration Board shall be final and binding on both Parties, but in no event shall the Board of Arbitration alter, modify or amend this Agreement in any respect.
- 7.05 The Parties to this Agreement request that the Board of Arbitration hand down its decision within fifteen (15) days from the date of the hearing.
- 7.06 Each party shall pay the fees and expenses of its appointee and one-half (1/2) of the fees and expenses of the Chairman.
- 7.07 The time limits in both the Grievance and Arbitration Procedures may be extended by consent of the Parties to this Agreement in writing. Failure on the part of the Union to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement shall result in the Grievance being deemed to have been abandoned and all rights of recourse to the Grievance and Arbitration procedures shall be at an end.
- 7.08 Nothing herein shall prohibit the Parties from agreeing on a single Arbitrator. If the Parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single Arbitrator.
- 7.09 One (1) local Union Representative will be granted time off with pay to attend the Arbitration Board hearing. Witnesses will be granted time off with pay to attend the Arbitration Board hearing, but the Union will reimburse the Division the costs of salary and benefits for witnesses for the Union for such leave.

#### ARTICLE 8 - JOB DESCRIPTIONS

- 8.01 The Division agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to and discussed with the Union.

#### ARTICLE 9 - SICK LEAVE

- 9.01 Sick leave is provided for the sole purpose of insuring an income to an employee during periods of illness.
- Notwithstanding the above, up to three (3) days of sick leave per year may be used to attend to matters that affect the health and welfare of the employee and his/her immediate family. Immediate family to include mother-in-law and father-in-law.
- 9.02 Employees covered by this agreement shall accumulate entitlement for sick leave at the rate of 2 days per month of active service. Sick leave benefits will be pro-rated for part time employees.
- 9.03 The maximum sick leave credits shall be as follows:
- |                       |     |
|-----------------------|-----|
| Date of Signing 2006: | 104 |
| January 2007:         | 106 |
| January 2008:         | 110 |
| January 2009:         | 110 |
- 9.04 The maximum sick leave as referred to above shall be reduced by the total number of working days taken as sick leave.

- 9.05 Sick leave credits shall not accrue during periods of:
- i) absences on paid sick leave in excess of 5 consecutive days
  - ii) leave of absence without pay
- 9.06 An employee may be required to produce a certificate from a duly qualified physician, who may be appointed by the Division, certifying that the employee was unable to carry out his/her duties due to illness or to verify the fitness of the employee to carry out his/her duties. Upon submission of a receipt the Division will reimburse the employee for the cost of the certificate.
- The Division and the Union agree that suspected abuses of sick leave will be investigated and proven instances of abuse will result in disciplinary action being taken against the employee.
- 9.07 In any case of absence due to illness, the employee shall report the matter to the employee's supervisor at least one (1) hour prior to the time the employee's work commences.
- 9.08 Following sick leave of any duration, the employee shall report his/her availability for work at least eight (8) hours before reporting to duty.
- 9.09 For bus drivers, in any case of absence due to illness, the employee shall report the matter to the employee's supervisor at least two (2) hours prior to the time the employee's work commences.
- 9.10 For bus drivers, following sick leave of any duration, the employee shall report his/her availability for work at least eight (8) hours prior to the morning run and at least four (4) hours prior to the afternoon run.
- 9.11
- a) In any instance where sick leave is payable and an employee is entitled to wage loss benefits from an outside source, (other than a private personal plan to which the employee might subscribe or a payment related to injury which may arise out of legal proceedings), the sick leave provided under this collective agreement shall be the final payer. In such instance the payment from the plan when combined with the wage loss benefit shall not be greater than the employee's regular salary.
  - b) Sick leave is not payable to an employee who is engaged in an employment for a wage or a profit.

#### ARTICLE 10 - PAYMENT OF WAGES

##### 10.01 Pay Days

The Division shall pay salaries and wages in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

#### ARTICLE 11 - STRIKES AND LOCKOUTS

- 11.01 The Parties hereto agree that there shall be no strikes, slowdowns, lockouts or any other work stoppage or interference with work, which would cause any interruption during the lifetime of this Agreement, and no strike action or lockout will be taken until the full provisions of the Manitoba Labor Relations Act, in respect to these matters, have been complied with.

## ARTICLE 12 - HOURS OF WORK

Regular full time hours of work shall be as outlined below. Part time employees shall work such hours as assigned by the Division and will be paid pro-rata according to hours worked.

### 12.01 Custodians and Maintenance Employees

Regular hours of work shall be eight (8) hours per day, forty (40) hours per week.

### 12.02 Clerical Employees

Regular hours of work shall be seven and one-quarter (7 1/4) hours per day, thirty-six and one-quarter (36 1/4) hours per week.

### 12.03 Educational Assistants, Library Assistants, Speech Assistants

Normal regular hours of work for designated full time assistants - five and one-half (5 1/2) hours per day, twenty-seven and one-half (27 1/2) hours per week.

12.04 Educational assistants shall not normally work in-service, administration or parent teacher days. If they are required on these days they shall be paid their regular hourly rate of pay for such hours of attendance.

## ARTICLE 13 - OVERTIME

13.01 Overtime shall not be performed or paid for unless authorized by the Division or Division designate.

13.02 When an employee is directed to work beyond the regular hours as outlined in Article 12, such hours shall be paid at straight time up until the employee has worked eight (8) hours. Any time worked consecutively thereafter for that shift will be paid for at one and one-half (1 1/2) the employee's hourly rate for the first two (2) hours and double time (2X) for all hours in excess of two (2) hours.

13.03 For the purpose of 13.02 above, overtime shall be deemed to be time worked in continuous succession with an employee's regular shift.

### 13.04 Call Back Pay Guarantee

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

## ARTICLE 14 - JURY DUTY

14.01 An employee who is called upon to serve on a jury panel shall be paid his/her regular salary. The employee shall make him/herself available for duty at his/her job during regular hours when he/she may not be required at Court and will present proof of jury service. Any fee or payment, excluding expenses, received by reason of service as a juror on working days, shall be forwarded to the Division.

**ARTICLE 15 - TEMPORARY ASSIGNMENT**

15.01 When a designated employee is relieving another employee in a higher paid classification he/she shall receive the higher rate of pay for all hours so worked.

**ARTICLE 16 - INTERPRETATION**

16.01 The masculine shall be construed as including the feminine, the feminine shall be construed as including the masculine and the singular the plural, where required.

**ARTICLE 17 - STATUTORY HOLIDAYS**

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

New Year's Day	Labor Day	Good Friday
Thanksgiving Day	Victoria Day	Christmas Day
Canada Day	Boxing Day	Civic Holiday

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

On Christmas Eve, provided there are no students in the schools and subject to operational requirements, full time employees will receive a half (1/2) day off.

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

17.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Article 17.02, the employee shall be eligible to receive the holiday. However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as a holiday.

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

17.05 When a statutory 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 Division.

17.06 In order to qualify for payment for the above statutory holidays, the employee must have met the attendance requirements of the Employment Standards Code.

**ARTICLE 18 - VACATIONS**

18.01 The vacation entitlement shall be calculated based on the number of years of continuous service as at the employee's anniversary date.

For purpose of calculating vacation entitlement for employees who work up to ten (10) months, the school year (as prescribed by the Minister in the regulation) shall be considered to be the equivalent of one (1) full year of continuous service.

- (a) Upon completion of an employee's first full year of continuous service, ten (10) days' vacation.
- (b) Upon completion of an employee's second year of continuous service, fifteen (15) days of vacation.
- (c) Upon completion of an employee's ninth year of continuous service, twenty (20) days of vacation.
- (d) Twenty-five (25) days upon completion of eighteen (18) years.
- (e) Effective January 2007: upon completion of an employee's twenty-fifth (25<sup>th</sup>) year of continuous service, thirty (30) days' vacation

Letter of Understanding attached to the Collective Agreement.

18.02 Applicable to Bus Drivers

Bus drivers shall be paid vacation pay on each pay cheque as follows:

- (a) Upon completion of an employee's first full year of continuous service -4% of gross;
- (b) Upon completion of an employee's second year of continuous service - 6% of gross;
- (c) Upon completion of an employee's ninth year of continuous service - 8% of gross.
- (d) Upon completion of an employee's twentieth year of continuous service - 10% of gross.

18.03 Employees who resign

- (a) An employee leaving the employment of the Division prior to his/her first anniversary date for vacations shall be paid vacation entitlement in accordance with Section 44 (2) of the Employment Standards Code.
- (b) Employees who resign with proper notice prior to their anniversary date for vacation purposes shall be paid vacation entitlement pro rata based on years of continuous completed service in accordance with Article 18.02.

18.04 Failure to Give Due Notice

Employees who resign and do not give the Division at least fifteen (15) calendar days notice prior to the date the resignation becomes effective shall forfeit any right to vacations or vacation pay under the terms of the Collective Agreement. The employee shall be entitled to receive vacation pay or vacations pro rata to the portion of the year in which he/she was eligible for vacation under the Employment Standards Code.

18.05 Vacation Periods

- (a) Twelve (12) month employees shall submit their preferred vacation period to the Division for approval, prior to May 1 of each year. Normally, work load permitting, vacations will be taken during July and August. Requests for vacation other than for the period of July and August shall be made in writing to the Division.
- (b) Employees who are not required to work during Christmas or Spring Break period shall take their vacation during these periods. Employees qualifying for more vacation than what is normally provided for at Christmas and Spring Break may choose to receive payment for same at the end of June in any year or to take the vacation time at a time during the year that is mutually agreeable to the Division and the Employee.

18.06 Discharged Employees

Employees who are discharged shall forfeit all rights to vacations or pay under the terms of the Collective Agreement and shall be entitled to receive vacations or vacation pay pro rata to the portion of the year in which he/she was eligible for vacation under the Employment Standards Code.

**ARTICLE 19 - UNION ACTIVITY**

19.01 During working hours, the Union covenants that neither the Union, nor its officers, agents or members shall coerce, nor attempt to coerce any employee into taking and/or retaining Union membership, nor shall the Union engage in, permit, or condone any solicitation of, and/or application for Union membership, or Union dues, or fees, save as expressly permitted by the Division in its discretion.

**ARTICLE 20 - COPIES OF THE AGREEMENT**

20.01 The Division will post the Collective Agreement on the Internet. For employees who do not have access, and upon an employee's request, the Division will print and make available copies of the Collective Agreement. The Union and the Division will share the cost of printing.

**ARTICLE 21 - PROBATIONARY PERIOD**

21.01 For any employees hired after Date of Signing:

All newly hired employees shall serve a six (6) month probationary period with an additional three (3) months if further evaluation is required. If the additional three (3) months is required, the employee and the Union must be notified in writing two (2) weeks prior to the conclusion of his/her first six (6) months that his/her probationary period has been extended along with the reason for the extension. Two (2) weeks notice shall be given prior to retention or release.

21.02 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not be entitled to grieve or arbitrate a matter related to discipline or discharge.

21.03 At any time during this period, the probationary employee may be suspended or dismissed by the Division without any reason or notice being given therefore and notwithstanding any other provision in this Agreement there shall be no appeal against such suspension or dismissal.

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

**ARTICLE 22 - SENIORITY**

22.01 Seniority is defined as the length of continuous service in the bargaining unit since the date of last hire and confirmed in accordance with clause 02 and it shall operate on a classification wide basis. For the purpose of this Agreement there shall be five (5) classifications, namely those of: Bus Drivers; Clerical; Custodial and Maintenance; Educational assistants, Library Assistants, Speech Assistants; and Computer Technicians and Computer Assistants.

- 22.02 Seniority lists for each classification will be revised annually, on or about April 1 of each year. A copy of each list will be posted on the bulletin board; and a copy of each will be given to the Union. If an employee does not challenge the position of his/her name first appeared on the seniority list within the first five (5) working days from the date his/her name first appeared on the seniority list, provided he/she is at work when the list is posted, then he/she shall be deemed to have proper seniority standing. In the event of absence from work, any time he/she returns to work. The posting shall include a copy of this Article. Seniority of the employee will be established after completion of his/her probationary period but will be effective from the date of last hire.
- 22.03 An employee shall retain and accrue seniority if he/she is absent from work because of:
- (a) illness or accident to a maximum of six (6) months;
  - (b) vacation or paid holidays;
  - (c) a leave of absence of up to thirty (30) days.
- 22.04 An employee shall retain but shall not accrue seniority if:
- (a) he/she is absent because of illness or accident over six (6) months but less than twelve (12) months;
  - (b) he/she is promoted outside of the bargaining unit and has not completed his/her trial period on the job outside of the bargaining unit;
  - (c) he/she is laid off for less than one (1) year;
  - (d) he/she is on unpaid leave of absence in excess of thirty (30) days but less than one (1) year.
- 22.05 Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- (a) he/she is discharged and not reinstated;
  - (b) he/she resigns in writing;
  - (c) he/she is laid off for a period longer than one (1) year;
  - (d) he/she fails to report for duty after notification to his/her last know address or phone number to do so following a lay-off; the onus is on the employee to inform the Division of his/her current address and telephone number;
  - (e) he/she is on leave of absence longer than one (1) year;
  - (f) he/she is retired;
  - (g) he /she fails to report for duty without valid reason at the termination of a leave of absence, vacation or suspension.

#### **ARTICLE 23 - LAY OFF AND RECALL**

- 23.01 Employees shall be laid off in reverse order of classification of seniority.
- 23.02 The Division shall give the employee written notice of the date on which he/she is to be laid off at least one (1) month before the date on which he/she is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- 23.03 Notification of recall following a lay off shall be sent by registered letter with acknowledgement of receipt to the last reported address of the employee.

- 23.04 No new employee shall be hired until those laid off who meet the requirements of the job have been given an opportunity of recall.
- 23.05 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of lay off starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employees possess, in the sole and exclusive judgement of the Division, the ability, skill, qualifications and reliability to perform the work. Such judgement will not be exercised in a discriminatory manner.
- 23.06 Educational assistants who receive written notification of a reduction in hours of work after September 30<sup>th</sup> of any school year, may elect to accept the reduction or to be laid off, to be placed on a re-employment list subject to recall in accordance with Article 23.05.
- 23.07 An employee on the recall list shall remain on the list for a period of one (1) year. After the one-year period, the employee will lose their seniority and their employment relationship with the Division will be terminated.

#### **ARTICLE 24 - LABOUR MANAGEMENT COMMITTEE**

- 24.01 A Labor Management Committee shall be established consisting of equal representatives of the Union and of the Division. The Committee shall concern itself with the following matters:
- (a) Promoting safety and sanitary practices;
  - (b) Increasing operating efficiency by promoting cooperation in effecting economy moves;
  - (c) Reviewing suggestions from employees;
  - (d) Improving the quality of service to the school children and the ratepayers of the Portage la Prairie School Division.
- 24.02 The Committee shall meet when requested by either party at a time and place suitable to both parties
- 24.03 Matters that are subject to the Grievance Procedure shall not be discussed at the Committee meetings.
- 24.04 Jurisdiction of Committee
- The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Division and does not have the power to bind either the Union or its members or the Division to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Division with respect to its discussions and conclusions.

#### **ARTICLE 25 - MAINTENANCE OF EMPLOYEE BENEFITS**

- 25.01 A permanent employee, disabled due to an accident for which compensation is payable under the Workers' Compensation Act, may choose to remit his/her normal share of benefit premiums upon the understanding that such a share contribution would only be made for three (3) pay periods following the date of the accident and that the Division would render its normal contribution. Extensions of the period during which the Division and the employee may make contributions shall be made at the sole discretion of the Division.

25.02 Pension Plan

All employees shall be eligible to participate in the MAST Non Teaching Pension Plan in accordance with the terms and conditions of such Plan.

25.03 Group Life

All employees shall be eligible to participate in the MAST/MTS Group Life Plan in accordance with the terms and conditions of such Plan.

25.04 Vision/Dental and LTD

Letter of Understanding attached to Collective Agreement.

**ARTICLE 26 - EXTRA CURRICULAR TRIPS**

26.01 The Division will discuss with the Union any change to board policy related to extra curricular trips prior to changing policy.

**ARTICLE 27 - PROMOTIONS AND STAFF CHANGES**

27.01 When a position within the scope of the Agreement becomes vacant or when a new position within the scope of the Agreement is established, the Division will post a notice of the position for a period of five (5) working days. Employees who wish to apply must do so during the five (5) working day period.

27.02 A copy of any job posting made during the months of July and August will be mailed to both the President and the administrative assistant of the Local.

27.03 In making staff changes, seniority shall be used in determining preference or priority for promotions and vacant positions if, in the opinion of the Division, experience, qualifications and ability are equal.

27.04 In the event an employee is promoted or changes classifications; the employee shall be placed on a trial basis for a period of three (3) months. Should an employee prove unsatisfactory in the new position during the trial period or if the employee finds him/herself unable to perform the duties of the position he/she shall be returned to his/her former position or a similar position without loss of seniority or wages.

**ARTICLE 28 - DISCIPLINARY ACTION AND UNSATISFACTORY PERFORMANCE**

28.01 Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause, he/she may:

- (a) orally reprimand the employee; or
- (b) reprimand the employee; or
- (c) suspend the employee with or without pay; or
- (d) recommend dismissal of the employee to the Superintendent in charge of Personnel or his/her designate.

In all cases, a Shop Steward may be present if readily available at the request of the employee. If no Shop Steward is readily available then it is agreed disciplinary action may be taken.

When an employee is notified to appear before management for conduct considered by the Division to warrant disciplinary action, the employee shall be informed of his/her right to have his/her Shop Steward present. This does not preclude the employee from pleading his/her own case in private if he/she so desires.

- 28.02 Where an employee is absent without leave for a period of one (1) working day, subject to a satisfactory investigation by the Division, he/she shall be considered to have abandoned his/her position and shall be deemed to have resigned without notice on the last day in which he/she was present at work and performed his/her regular duties.

## ARTICLE 29 - LEAVE OF ABSENCE

### 29.01 General Leave of Absence

An employee may be entitled to a leave of absence without pay and such leave may be without loss of seniority in accordance with Articles 22.03, 22.04, 22.05.

### 29.02 Leave for Union Business

An employee who is elected or selected for a full-time position with the Union may be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office. Such employee shall receive his/her pay and benefits as provided for in this Agreement but the Union shall reimburse the Division the employee's salary plus the cost of fringe benefits.

Upon written request to the Division, an employee elected or appointed to represent the Union at conventions, executive and committee meetings may be allowed leave of absence with pay and benefits. In all such cases, the Union will reimburse the Division the costs of salary and benefits for such approved leaves of absence.

### 29.03 Maternity Leave, Paternity Leave and Adoption Leave

Maternity, Paternal and Adoption Leave shall be granted in accordance with the Employment Standards Act.

- (a) An employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- (b) Employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

Bereavement Leave

- (a) All full time employees and part-time employees may be entitled to paid bereavement leave as follows:

<u>RELATIONSHIP TO DECEASED</u>	<u>MAXIMUM LEAVE</u>
Spouse Parent (natural, foster, in -law) Son, Daughter, Daughter-in-law, Son-in-law Brother, Sister Grandparent, Grandchild Any relative who has lived regularly in the same household	The day of the death to the day following the funeral, inclusive to a maximum of five (5) days.
Brother-in-law, Sister-in-law Grandparent of spouse	Two (2) days
Uncle or Aunt Nephew or Niece Cousin	One (1) day

- (b) In the event of unusual travel, personal problems or extenuating circumstances relating to bereavement leave, additional leave may be granted by the Division.
- (c) In the event an employee is required to act as an active pallbearer, he/she shall be granted up to one (1) day leave with pay.
- (d) In the event an employee requires bereavement leave, he/she shall notify his/her Supervisor/designate before beginning such leave. All bereavement leaves shall be reported as soon as possible on the prescribed form.

ARTICLE 30 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES30.01 Right to Examine Personnel File

Upon request to the Superintendent responsible for Personnel, an employee shall have the right to examine, alone or with a representative of his/her choice, who is so named in the request, the personnel file kept by the Division for that employee. The Division shall have the right to have its representative present when the employee is examining his/her personnel file. The employee shall have the right to initial and date any documents on his/her file.

30.02 Opportunity to Sign Form

When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee shall have the right to place his/her own comments on the form prior to his/her signing. Immediately upon the employee signing the assessment form, the employee shall be handed an exact copy for his/her own record.

30.03 An employee has the right to respond in writing to any report or evaluation brought to his/her attention by the Division. Any such written response will be made at the time the report or evaluation was brought to the employee's attention by the Division.

**ARTICLE 31 - MISCELLANEOUS**

31.01 Tool Allowance:

Date of Signing 2006: \$225  
January 2007: \$250  
January 2008: \$300  
January 2009: \$400

31.02 The Division shall reimburse employees for the cost and renewal of the following licenses and trades certificates, if they are required by the Division:

- 5<sup>th</sup> Class Power Engineer
- HVAC
- Pesticide Application
- Electrician
- Bus Driver Abstract

The Division shall reimburse existing employees for a subsequent Criminal Records Check. This does not apply to potential employees who are required to have one done as a condition of employment.

31.03 CPR/First Aid

31.04 The Division will provide CPR/First Aid training at Division cost, to all full time permanent employees who are either required by the Division or, where possible, those employees who request the training in writing. The Board reserves the right to limit training to a 10% of the permanent bargaining unit group per year. Preference will be given to those employees required to have the training.

Time attending training will be considered time worked. Notwithstanding Article 13: Overtime, time attended will be paid at straight time rates.

**ARTICLE 32 - DURATION**

32.01 This Agreement shall be binding and in effect from January 1, 2006 to December 31, 2009.

32.02 If either party desires to revise or terminate this Agreement, they will give the other party not more than ninety (90) days, and not less than sixty (60) days notice in writing, prior to the expiry date of this Agreement. Within fifteen (15) working days of the receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

32.03 Where such notice request revision only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the Parties otherwise mutually agree.
- (b) Where notice to amend the Agreement is given the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike occurs, whichever occurs first.

32.04 The Union will provide their proposals in writing to the Board in advance of the parties' first negotiation meeting.

SIGNING PAGE

IN WITNESS WHEREOF the Division has hereunto affixed its seal duly attested by the hands of its proper officers in that behalf and the Union has caused this Agreement to be executed in its name attested by the hand of its proper officers in that behalf:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2085

PORTAGE LA PRAIRIE  
SCHOOL DIVISION

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Secretary

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

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

Signed, Sealed and Delivered in the presence of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

APPENDIX "A" \*

\*Applies to employees hired prior to July 1, 1996.

HOURLY RATE  
CUSTODIANS AND MAINTENANCE

	JAN 1 2006	JAN 1 2007	JAN 1 2008	JAN 1 2009
CLEANERS				
Start	\$10.23	\$10.54	\$10.86	\$11.16
3 months	\$10.65	\$10.97	\$11.30	\$11.61
Year 1	\$11.64	\$11.99	\$12.35	\$12.69
CUSTODIANS CHARGE (WITH MANITOBA 5TH CLASS POWER ENGINEERING CERTIFICATE)				
Start	\$16.63	\$17.13	\$17.64	\$18.13
3 months	\$16.96	\$17.47	\$18.00	\$18.49
CUSTODIANS CHARGE (WITHOUT MANITOBA 5TH CLASS POWER ENGINEERING CERTIFICATE)				
Start	\$15.21	\$15.67	\$16.14	\$16.58
3 months	\$15.54	\$16.01	\$16.49	\$16.94
MAINTENANCE PERSON				
Start	\$16.63	\$17.13	\$17.64	\$18.13
3 months	\$16.96	\$17.47	\$17.99	\$18.48
STOCK CONTROL CLERK				
Start	\$15.07	\$15.52	\$15.99	\$16.43
After 3 months	\$15.30	\$15.76	\$16.23	\$16.68
After 1 year	\$15.65	\$16.12	\$16.60	\$17.06
After 2 years	\$16.28	\$16.77	\$17.27	\$17.74
After 3 years	\$17.61	\$18.14	\$18.68	\$19.19
JOURNEYMAN ELECTRICIAN	\$22.02	\$22.68	\$23.36	\$24.00
JOURNEYMAN CARPENTER	\$19.28	\$19.86	\$20.46	\$21.02
JOURNEYMAN PAINTER	\$19.28	\$19.86	\$20.46	\$21.02
HEAD MECHANIC	\$22.78	\$23.47	\$24.16	\$24.82

	JAN 1 2006	JAN 1 2007	JAN 1 2008	JAN 1 2009
MECHANIC	\$20.45	\$21.06	\$21.69	\$22.29
H.V.A.C. TECHNICIAN	\$23.58	\$24.29	\$25.02	\$25.71
PAINTER'S ASSISTANT				
Start	\$16.63	\$17.13	\$17.64	\$18.13
After 3 months	\$16.96	\$17.47	\$17.99	\$18.48

### CLERICAL

#### MAINTENANCE CLERICAL

Start	\$15.07	\$15.52	\$15.99	\$16.43
After 3 months	\$15.30	\$15.76	\$16.23	\$16.68
After 1 year	\$15.65	\$16.12	\$16.60	\$17.06
After 2 years	\$16.28	\$16.77	\$17.27	\$17.74
After 3 years	\$17.61	\$18.14	\$18.68	\$19.19

#### ADMINISTRATIVE ASSISTANTS

Start	\$15.07	\$15.52	\$15.99	\$16.43
After 3 months	\$15.30	\$15.76	\$16.23	\$16.68
After 1 year	\$15.65	\$16.12	\$16.60	\$17.06
After 2 years	\$16.28	\$16.77	\$17.27	\$17.74
After 3 years	\$17.61	\$18.14	\$18.68	\$19.19

#### CLERICAL ASSISTANT

Year 1	\$13.87	\$14.29	\$14.72	\$15.12
Year 2	\$14.71	\$15.15	\$15.60	\$16.03
Year 3	\$15.55	\$16.02	\$16.50	\$16.95

### BUS DRIVERS

#### BUS DRIVERS

Start	\$14.34	\$14.77	\$15.21	\$15.63
3 months	\$14.66	\$15.10	\$15.55	\$15.98

Bus drivers shall be paid for the number of school days in the school year as determined by the Department. This includes driving days, in-service days, storm days and statutory holidays.

EDUCATIONAL ASSISTANTS, LIBRARY ASSISTANTS, SPEECH ASSISTANTS

	JAN 1 2006	JAN 1 2007	JAN 1 2008	JAN 1 2009
LIBRARY ASSISTANTS				
Year 1	\$13.84	\$14.26	\$14.69	\$15.09
Year 2	\$14.70	\$15.14	\$15.59	\$16.02
Year 3	\$15.55	\$16.02	\$16.50	\$16.95

Plus \$0.50 per hour for courses - maximum 2 courses.

EDUCATIONAL ASSISTANTS - SPECIAL NEEDS & SPEECH

Year 1	\$13.87	\$14.29	\$14.72	\$15.12
Year 2	\$14.71	\$15.15	\$15.60	\$16.03
Year 3	\$15.55	\$16.02	\$16.50	\$16.95

## APPENDIX A-1 \*\*

\*\*Applies to employees hired effective July 1, 1996

The implementation of increments and any downward category adjustments affect new employees only.

	JAN 1 2006	JAN 1 2007	JAN 1 2008	JAN 1 2009
<b>CLEANERS</b>				
Start	\$10.65	\$10.97	\$11.30	\$11.61
1 Year	\$10.87	\$11.20	\$11.54	\$11.86
2 Years	\$11.25	\$11.59	\$11.94	\$12.27
3 Years	\$11.64	\$11.99	\$12.35	\$12.69
<b>CUSTODIANS CHARGE (WITH CERT.)</b>				
Start	\$15.37	\$15.83	\$16.30	\$16.75
1 Year	\$15.68	\$16.15	\$16.63	\$17.09
2 Years	\$16.33	\$16.82	\$17.32	\$17.80
3 Years	\$16.96	\$17.47	\$17.99	\$18.48
<b>CUSTODIANS CHARGE(WITHOUT CERT.)</b>				
Start	\$13.99	\$14.41	\$14.84	\$15.25
1 Year	\$14.29	\$14.72	\$15.16	\$15.58
2 Years	\$14.92	\$15.37	\$15.83	\$16.27
3 Years	\$15.54	\$16.01	\$16.49	\$16.94
<b>MAINTENANCE PERSON</b>				
Start	\$15.37	\$15.83	\$16.30	\$16.75
1 Year	\$15.68	\$16.15	\$16.63	\$17.09
2 Years	\$16.33	\$16.82	\$17.32	\$17.80
3 Years	\$16.96	\$17.47	\$17.99	\$18.48
<b>STOCK CONTROL CLERK</b>				
Start	\$15.95	\$16.43	\$16.92	\$17.39
1 Year	\$16.29	\$16.78	\$17.28	\$17.76
2 Years	\$16.95	\$17.46	\$17.98	\$18.47
3 Years	\$17.61	\$18.14	\$18.69	\$19.19
<b>JOURNEYMAN ELECTRICIAN</b>				
Start	\$20.05	\$20.65	\$21.27	\$21.85
1 Year	\$20.45	\$21.06	\$21.69	\$22.29
2 Years	\$21.24	\$21.88	\$22.54	\$23.16
3 Years	\$22.02	\$22.68	\$23.36	\$24.00
<b>JOURNEYMAN CARPENTER</b>				
Start	\$18.97	\$19.54	\$20.13	\$20.68
1 Year	\$19.33	\$19.91	\$20.51	\$21.07
2 Years	\$20.09	\$20.69	\$21.31	\$21.90
3 Years	\$20.82	\$21.44	\$22.08	\$22.69

	JAN 1 2006	JAN 1 2007	JAN 1 2008	JAN 1 2009
<b>JOURNEYMAN PAINTER</b>				
Start	\$17.57	\$18.10	\$18.64	\$19.15
1 Year	\$17.91	\$18.45	\$19.00	\$19.52
2 Years	\$18.61	\$19.17	\$19.75	\$20.29
3 Years	\$19.28	\$19.86	\$20.46	\$21.02
<b>HEAD MECHANIC</b>				
Start	\$19.58	\$20.17	\$20.78	\$21.35
1 Year	\$19.96	\$20.56	\$21.18	\$21.76
2 Years	\$20.74	\$21.36	\$22.00	\$22.61
3 Years	\$21.51	\$22.16	\$22.82	\$23.45
<b>MECHANIC</b>				
Start	\$18.85	\$19.42	\$20.00	\$20.55
1 Year	\$19.20	\$19.78	\$20.37	\$20.93
2 Years	\$19.95	\$20.55	\$21.17	\$21.75
3 Years	\$20.69	\$21.31	\$21.95	\$22.55
<b>H.V.A.C. TECHNICIAN</b>				
Start	\$21.42	\$22.06	\$22.72	\$23.34
1 Year	\$21.85	\$22.51	\$23.19	\$23.83
2 Years	\$22.69	\$23.37	\$24.07	\$24.73
3 Years	\$23.58	\$24.29	\$25.02	\$25.71
<b>PAINTER'S ASSIST.</b>				
Start	\$12.66	\$13.04	\$13.43	\$13.80
1 Year	\$12.92	\$13.31	\$13.71	\$14.09
2 Years	\$13.50	\$13.91	\$14.33	\$14.72
3 Years	\$14.04	\$14.46	\$14.89	\$15.30
<b>MAINTENANCE CLERICAL</b>				
Start	\$15.95	\$16.43	\$16.92	\$17.39
1 Year	\$16.29	\$16.78	\$17.28	\$17.76
2 Years	\$16.95	\$17.46	\$17.98	\$18.47
3 Years	\$17.61	\$18.14	\$18.68	\$19.19
<b>ADMINISTRATIVE ASSISTANTS</b>				
Start	\$15.95	\$16.43	\$16.92	\$17.39
1 Year	\$16.29	\$16.78	\$17.28	\$17.76
2 Years	\$16.95	\$17.46	\$17.98	\$18.47
3 Years	\$17.61	\$18.14	\$18.68	\$19.19
<b>CLERICAL ASSISTANT</b>				
Start	\$14.17	\$14.60	\$15.04	\$15.45
1 Year	\$14.46	\$14.89	\$15.34	\$15.76
2 Years	\$15.02	\$15.47	\$15.93	\$16.37
3 Years	\$15.55	\$16.02	\$16.50	\$16.95

	JAN 1 2006	JAN 1 2007	JAN 1 2008	JAN 1 2009
<b>BUS DRIVERS</b>				
Start	\$13.18	\$13.58	\$13.99	\$14.37
1 Year	\$13.49	\$13.89	\$14.31	\$14.70
2 Years	\$14.09	\$14.51	\$14.95	\$15.36
3 Years	\$14.66	\$15.10	\$15.55	\$15.98

Bus drivers shall be paid for the number of school days in the school year as determined by the Department. This includes driving days, in-service days, storm days and statutory holidays.

<b>LIBRARY ASSISTANTS</b>				
Star	\$14.26	\$14.69	\$15.13	\$15.55
1 Year	\$14.51	\$14.95	\$15.40	\$15.82
2 Years	\$15.02	\$15.47	\$15.93	\$16.37
3 Years	\$15.55	\$16.02	\$16.50	\$16.95

Plus \$0.50 per hour for courses - maximum 2 courses.

<b>EDUCATIONAL ASSISTANTS - S/N, SPEECH</b>				
Start	\$14.17	\$14.60	\$15.04	\$15.45
1 Year	\$14.46	\$14.89	\$15.34	\$15.76
2 Years	\$15.02	\$15.47	\$15.93	\$16.37
3 Years	\$15.55	\$16.02	\$16.50	\$16.95

<b>COMPUTER TECHNICIAN</b>				
Start	\$19.97	\$20.57	\$21.19	\$21.77
1 Year	\$20.65	\$21.27	\$21.91	\$22.51
2 Years	\$21.54	\$22.19	\$22.86	\$23.49
3 Years	\$22.20	\$22.87	\$23.56	\$24.21

<b>COMPUTER NETWORK ADMINISTRATOR</b>				
Start	\$22.79	\$23.47	\$24.17	\$24.83
1 Year	\$23.59	\$24.30	\$25.03	\$25.72
2 Years	\$24.39	\$25.12	\$25.87	\$26.58
3 Years	\$25.18	\$25.94	\$26.72	\$27.45

<b>COMPUTER ASSISTANT</b>				
Start	\$14.17	\$14.60	\$15.04	\$15.45
1 Year	\$14.46	\$14.90	\$15.34	\$15.76
2 Years	\$15.02	\$15.47	\$15.93	\$16.37
3 Years	\$15.55	\$16.02	\$16.50	\$16.95

<b>TRANSPORTATION ASSISTANT</b>				
Start	\$16.26	\$16.75	\$17.25	\$17.72
1 Year	\$16.81	\$17.31	\$17.83	\$18.32
2 Years	\$17.54	\$18.07	\$18.61	\$19.12
3 Years	\$18.08	\$18.62	\$19.18	\$19.71

## Appendix B

### Bus Driver Compensation

Bus drivers on regular routes are paid a per diem rate on a loaded kilometer basis calculated in the following manner effective the first day of the fall term:

Total loaded kilometers driven on approved bus routes, calculated from the first student pick up point to the last student drop off point:

At the maximum hourly rate the formula is:

<u>From</u>	<u>To</u>	<u>Hours</u>	<u>Fall/06</u>	<u>Fall/07</u>	<u>Fall/08</u>	<u>Fall/09</u>
0	30.0	4.00	58.64	60.40	62.21	63.92
30.1	37.0	4.25	62.31	64.18	66.11	67.93
37.1	44.0	4.50	65.97	67.95	69.99	71.91
44.1	51.0	4.75	69.64	71.73	73.86	75.91
51.1	58.0	5.00	73.30	75.50	77.77	79.91
58.1	65.0	5.25	76.97	79.28	81.66	83.91
65.1	72.0	5.50	80.63	83.05	85.54	87.89
72.1	79.0	5.75	84.30	86.83	89.43	91.89
79.1	86.0	6.00	87.96	90.60	93.32	95.89
86.1	93.0	6.25	91.63	94.38	97.21	99.88

Drivers hired since June of 2004 will be paid at the Appendix A-1 rates and at the above hours.

LETTER OF UNDERSTANDING  
BETWEEN  
THE PORTAGE LA PRAIRIE SCHOOL DIVISION  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2085

RE: PENSION

During the term of the agreement a committee comprised of three (3) members of the Union and three (3) members of Administration shall meet with a view to analyzing, comparing and evaluating both "money purchase" and "defined benefit" pension plans, their costs and benefits to both employee and employer. Upon completion of the study, the committee shall present their findings and recommendations to the Board and the Union.

\_\_\_\_\_ For the Portage la Prairie School Division

\_\_\_\_\_ For the Canadian Union of Public Employees Local 2085

\_\_\_\_\_ Date

LETTER OF UNDERSTANDING  
BETWEEN  
THE PORTAGE LA PRAIRIE SCHOOL DIVISION  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2085

RE: SUMMER VACATION LEAVE

The Division and Union agree that on a trial basis, 12 month full time employees who are eligible for less than four (4) weeks vacation will be allowed to take five (5) days unpaid leave during the summer break. The program will commence the summer break in 2007. Employees who decide to exercise this option must inform the Division in writing by June 15 of the previous calendar year and will be granted only if operational requirements permit (e.g. For the summer of 2007, written notice must be given by June 15, 2006).

Employees who request this unpaid leave may also request to have 2% of their wages held back from each pay cheque throughout the year in order for them to receive pay during the five day leave period.

This Letter of Understanding will expire August 30, 2009.

\_\_\_\_\_ For the Portage la Prairie School Division

\_\_\_\_\_ For the Canadian Union of Public Employees Local 2085

\_\_\_\_\_ Date

LETTER OF UNDERSTANDING  
BETWEEN  
THE PORTAGE LA PRAIRIE SCHOOL DIVISION  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2085

RE: VISION/DENTAL AND LTD

During the term of the agreement, should the Union enter into an Extended Health Benefits Plan that is 100% employee paid, the Division agrees to administer the deductions for such plan provided that the administration of said plan is not unreasonable for the Division.

\_\_\_\_\_ For the Portage la Prairie School Division

\_\_\_\_\_ For the Canadian Union of Public Employees Local 2085

\_\_\_\_\_ Date

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