

2010 – 2012

COLLECTIVE AGREEMENT BETWEEN

THE INTERLAKE SCHOOL DIVISION
(Hereinafter referred to as “the Employer”)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL
2972(hereinafter referred to as “the Union”)

July 1, 2010 – June 30, 2012

COLLECTIVE AGREEMENT BETWEEN

THE INTERLAKE SCHOOL DIVISION

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2972

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PREAMBLE:

WHEREAS the primary purpose and concern of the School Division is the education of children in the community, rendered both directly through the teaching staff and indirectly through its auxiliary staff of the Division, it is clearly understood that at all times and under all circumstances first consideration will be given to the educational needs of the community to be provided in a safe and healthy environment.

WHEREAS it is the desire of both Parties to this Agreement:

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services;
3. To encourage efficiency in operation;
4. To promote the morale, well-being and security of all Employees in the bargaining unit of the Union;
and

WHEREAS it is desirable that methods of bargaining and matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to all Employees covered by Certificate No. MLB-3940 and Certificate No. MLB-6328 as issued by the Manitoba Labour Board to the Canadian Union of Public Employees Local 2972. Furthermore,
- a) **Temporary Employee** – means an Employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. An Employee hired under this designation will not normally work for more than six (6) months, however, in the event such a requirement exists, the Union shall be notified of any duration in excess of six (6) months. Where a temporary employee is hired into a regular full time or part time position without a break in service, they shall be entitled to seniority, consistent with Article 7.01, retroactive to their initial date of hiring.
 - b) **Casual Employee** – means an Employee hired on an irregular or unscheduled basis, or students hired under a program during the period between April 1st and September 1st of each year. A casual Employee shall not be covered by the provisions of this Agreement.

ARTICLE 2 – EFFECTIVE PERIOD

- 2.01 This Agreement shall take effect and be binding upon the Parties from the **first day of July 2010 to June 30, 2012**, and thereafter until revised or terminated.
- 2.02 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.
- 2.03 During the period of negotiations for a revised or new contract this Agreement shall remain in full force.
- 2.04 There shall be no strikes, walkouts, or slowdowns on the part of any Employee during the term of this Agreement.
- 2.05 There shall be no lockout or shutdown on the part of the Employer during the term of this Agreement.

ARTICLE 3 – UNION RECOGNITION

- 3.01 The Board recognizes the Union as the sole and exclusive bargaining agent for Employees in the employ of the Interlake School Division covered by Certificate No.MLB-3940 and Certificate No.MLB-6328 as issued by the Manitoba Labour Board to C.U.P.E. Local 2972.
- 3.02 Should a dispute arise concerning whether a particular person comes within the bargaining unit covered by this Agreement, the matter may be submitted by either Party to the Manitoba Labour Board for decision.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 It is expressly understood and agreed that the management and administration of the School Division is vested solely and exclusively in the Employer, subject to the terms of this Agreement.
- 4.02 The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. The Union recognizes the exclusive right of the Division to discharge, suspend or discipline Employees for just cause.
- 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 SECURITY AND DUES DEDUCTION

- 5.01 This Employer agrees to the compulsory check-off of Union dues for all Employees covered by this Agreement as provided for in the Labour Relations Act.
- 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 all costs which may arise or be taken against the Employer by reason of the Division making the deduction of Union dues as provided in this Article.
- 5.02 Union dues shall be deducted when the Employee has worked a full pay period.
- 5.03 Deduction will be made monthly and remitted in one sum to the Secretary-Treasurer of the Union within fifteen (15) days following the month of deduction, together with a list of names of Employees from which dues have been deducted. Amounts so deducted will be reported annually on the Employee's Income Tax slip.
- 5.04 Union dues shall not be deducted from persons classified as casual help.

ARTICLE 6 – PROBATIONARY PERIOD

- 6.01 Every Employee shall be placed on probation for a period of three (3) consecutive months of service from the date which employment commenced with an additional three (3) months if further evaluation is required. If the additional three (3) months is required, the Employee and the Union will be notified in writing two (2) weeks prior to the conclusion of their first three (3) months that his/her probationary period has been extended.
- 6.02 Probationary Employees shall be entitled to all rights and privileges of this Agreement except they shall not have recourse through the Grievance Procedure in the event of suspension or dismissal.
- 6.03 Upon completion of the probationary period, seniority shall be retroactive to the original date of employment.

ARTICLE 7 – SENIORITY

- 7.01 Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- 7.02 Seniority shall be maintained and accumulated during:
- 1) An absence due to sickness or accident for a period of up to two (2) years;
 - 2) Vacation or paid holiday;
 - 3) An authorized leave of absence of up to thirty (30) calendar days.
- 7.03 Seniority shall be maintained but not accumulated during:
- 1) A layoff for a period up to eighteen (18) months;
 - 2) An authorized leave of absence in excess of thirty (30) calendar days;
 - 3) An absence due to sickness or accident for a period in excess of two (2) years.
- 7.04 Seniority shall be forfeited and employment deemed terminated, and there shall be no obligation to rehire for the following reason:
- 1) An Employee resigns in writing;
 - 2) An Employee is discharged for just cause;
 - 3) An Employee fails to return to work following an approved leave of absence suspension;
 - 4) An Employee fails to report for duty after fourteen (14) calendar days following notification to his last known address by registered mail to do so following a layoff; the Employee must inform the Employer of their current address;
 - 5) A layoff for a period in excess of eighteen (18) months.
- 7.05 Seniority shall be established upon the completion of the probationary period and shall count from the date of last hire.
- 7.06 A seniority list as of January 1st shall be prepared and circulated each year during the month of January to all Employees and to the Union representative.
- If an Employee does not challenge the position of his/her name on the seniority list within the first ten (10) working days from the date his/her name first appeared on the seniority list, then they shall be deemed to have proper seniority standing. In the case where an Employee is absent due to vacation, leave of absence or sick leave, an Employee may protest an alleged omission or incorrect listing within ten (10) working days of his/her return to work.

ARTICLE 8 – LAYOFF AND RECALL

- 8.01 A layoff shall be defined as a reduction in the work force.
- 8.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid-off in the reverse order of seniority as defined in Article 7.01. An Employee laid-off may bump an Employee with less seniority providing the Employee exercising the right has the qualifications, the ability and the physical requirements to do the work and a good employment record.
- 8.03 The Employer shall notify Employees who are to be laid-off thirty (30) calendar days prior to the effective date of layoff. Employees shall be entitled to pay in lieu of notice in the event work was not available.
- 8.04 In the event of a layoff, Employees shall be recalled in the order of their seniority, subject to the Employee having the qualifications, ability, the physical fitness to do the work and a good employment record.
- 8.05 New Employees shall not be hired until those laid-off have been given an opportunity of recall.
- 8.06 Grievances concerning layoff and recall shall be initiated in Step 2 of the Grievance Procedure.
- 8.07 For the purpose of this Article, where an Employee has received notice of lay-off, they shall have five (5) working days from the date of receiving said notice to indicate the intention to bump a less senior Employee or to be placed on recall.

ARTICLE 9 – PROMOTIONS AND STAFF CHANGES

- 9.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position within five (5) working days in the Employer's offices, shops and service depots for a minimum of five (5) working days so that all members will know about the vacancy or new position. Applications by present Employees shall be in by the sixth (6) working day after the initial posting of the position. In posting, the notice shall contain the nature of the position shift to be worked, qualifications, required knowledge, education, skill, wage rate or salary range. The Union is to be notified of the name and position of the successful applicant for the bulletined position.
- 9.02 The successful applicant shall be placed on a trial period for three (3) consecutive months with an additional three (3) months if further evaluation is required. If the additional three (3) months is required, the Employee and the Union will be notified in writing two (2) weeks prior to the conclusion of his/her first three (3) months that his/her trial period has been extended. Conditional on satisfactory service, the Employee shall be declared permanent after the trial period. In the event the Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new position, they shall be returned to their former position without loss of seniority. Any other Employee promoted or transferred because of the arrangement of positions shall also be returned to his/her former position without loss of seniority.
- 9.03 Seniority shall be the determining factor in matters of promotion, transfer, layoff, reduction of hours and recall, subject to the Employee having the ability to do the work, being able to meet the physical requirements of the job, having the necessary qualifications, and a good employment record.
- 9.04 The Union shall be notified of all promotions, demotions, hiring's, layoffs, transfers, recalls, reassignments, retirements, deaths or other terminations of employment within fifteen (15) working days.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 The Union shall notify the Employer, in writing, as to the names of the executive members or stewards on the Grievance Committee. The Grievance Committee of the Union shall not exceed three (3) members.
- 10.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
- Step 1** The aggrieved Employee(s) will submit the grievance to the Building Operations Supervisor within twenty (20) working days of the alleged incident, stating the Article in the current Agreement violated and the redress sought. The Building Operations Supervisor shall render their decision within ten (10) working days after receipt of the grievance.
- Step 2** Failing satisfactory settlement following receipt of the decision in Step 1, the Employee will submit the written grievance within ten (10) working days to the Superintendent. The Superintendent shall render their decision within ten (10) working days after receipt of such notice.
- Step 3** Failing satisfactory settlement under Step 2, the Employee(s) concerned will submit the written grievance to the Board within fifteen (15) working days after receipt of the decision in Step 2. If the grievor so wishes, he may be accompanied by the Grievance Committee. The Board shall render their decision within fifteen (15) working days after the meeting date or within five (5) working days after the next regularly scheduled Board meeting, whichever occurs first.
- Step 4** Failing satisfactory settlement being reached in Step 3, the Union shall indicate their intent to proceed or not proceed to Arbitration within fifteen (15) working days of the Board's decision.
- 10.03 The time limits in the Grievance procedure may be extended by mutual agreement between the Board and the Union in writing.
- 10.04 Where a dispute involving a question of general application or interpretation occurs or in the case of suspension or discharge, Step 1 of the Grievance Procedure may be bypassed.
- 10.05 Replies to grievances shall be in writing at all Steps.

ARTICLE 11 – ARBITRATION

- 11.01 When either Party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other Party of the Agreement. Within fourteen (14) days thereafter, each Party shall name an Arbitrator to an Arbitration Board and notify the name and address of its appointee. These two Arbitrators shall select an impartial Chairperson.
- 11.02 If the party receiving the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either Party.
- 11.03 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.
- 11.04 Each Party shall pay:
- 1) The fees and expenses of the Arbitrator it appoints;
 - 2) One-half of the fees and expenses of the Chairperson.
- 11.05 Nothing herein shall prohibit the Parties from agreeing on a single Arbitrator. If the Parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single Arbitrator.

ARTICLE 12 – BENEFITS

12.01 **Pension Plan**

The Employer will administer the MAST Non-Teaching Employees' Pension Plan in accordance with the terms of the master policy.

12.02 **Group Life Insurance**

- a) The Employer will administer the Manitoba Public School Employees' Group Life Insurance Plan No. 22727 according to the terms and conditions of the master policy of the said Plan.
- b) Unless otherwise excluded, the Employee's share of annual premiums shall be deducted in equal amounts from each salary cheque for all participants in the Plan.
- c) All Employees coming on staff after the effective date of the implementation of the Plan in the Division shall be required to participate in the Plan, unless granted exclusion by the Trustees of the Manitoba Public Schools Employees' Group Life Insurance Plan.

12.03 **U.I.C. Rebate**

The Parties agree that any rebates applied for as a result of a reduction in unemployment premiums shall be allocated on the basis of 5/12's to the Union and 7/12's to the Board.

ARTICLE 13 – HOURS OF WORK

13.01 The following shall apply only to the Utility Lead Hands, General Laborer, Head Custodian, Mechanics and Custodians on hourly wages:

- a) The normal hours of work shall consist of five (5) consecutive days eight (8) hours per day for a total of forty (40) hours per week with a maximum of up to two (2) consecutive hours for lunch per day.
- b) An Employee shall be allowed a rest period of fifteen (15) minutes in the first half and the second half of each eight (8) hour shift worked.
- c) The daily lunch period between the first half and the second half of each shift shall not exceed two (2) hours.

13.02 With prior approval by the supervisor, mechanics shall work 7:00 a.m. to 3:30 p.m. on days where school is not in session.

13.03 Employees shall, with prior approval of the Supervisor, be allowed to work the day Shift when regular school is not in session.

ARTICLE 14 – OVERTIME

- 14.01 The following shall apply only to the Utility Lead Hands, Assistant Lead Hand, General Laborer, Mechanic, Apprentice Mechanic, Head Custodian and Custodian on hourly wages:
- a) All time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 13.01 shall be considered overtime. All time over eight (8) hours in a day and forty (40) hours in a week shall be paid as overtime.
 - b) Overtime work before or after the regular daily hours shall be paid for at the rate of time and one-half (1 1/2x) for the first three (3) hours and double time (2x) after three (3) hours in any one (1) day shift.
 - c) Overtime work before or after the regular weekly hours shall be paid for at the rate of time and one-half (1 1/2x) for the first four (4) hours and double time (2x) after four (4) hours in excess of the regular hours in any one (1) week.
 - d) Overtime work on a Statutory Holiday in accordance with Article 15, when the Employee was not scheduled to work, shall be paid at the rate of double time (2x) for work performed plus equivalent time off without loss of regular pay at a time mutually agreeable to the Employee and Employer.
 - e) An Employee who is called in and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the Employee's regularly scheduled hours and the work the Employee is called in to do. When the work called back for is completed, the Employee shall be allowed to leave. The Employee shall be paid from the time they are called to report for duty until the time they arrive back upon proceeding directly from work.
 - f) Instead of cash payment for overtime, an Employee may choose to receive time off at the overtime rate at a time mutually agreed by the Employee and Employer, to a maximum of forty (40) hours per year.

ARTICLE 15 – STATUTORY HOLIDAYS

- 15.01 All Employees shall be eligible for the following holidays at their regular rate of pay:

New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

And other statutory holidays as proclaimed by the Province of Manitoba or the Government of Canada.

- 15.02 The observance of Remembrance Day in Manitoba is subject to the provisions of the Remembrance Day Act, and shall be observed on the day it occurs. Therefore, Employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.
- 15.03 In the event that any of the said holidays occur during an Employee's annual vacation, they shall be allowed an additional day at a time mutually convenient to the Employee and the Employer.

ARTICLE 16 – VACATIONS

- 16.01 An Employee shall receive an annual vacation with pay in accordance with the Employee's years of employment as follows:
- Less than one year.....10/12 per month
 - More than one year.....10 working days
 - In the calendar year of the
3rd Anniversary and each year
Thereafter.....15 working days
 - In the calendar year of the
9th Anniversary and each year
Thereafter.....20 working days
 - In the calendar year of the
15th Anniversary and each year
Thereafter.....25 working days
 - In the calendar year of the
25th Anniversary and each year
Thereafter.....30 working days
- 16.02 An Employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 16.03 Employees shall submit their preferred vacation to the administration for approval prior to April 1st of each year. The Employer shall advise Employees regarding their application for scheduled vacation by May 15th. Seniority shall determine preference for vacation. Custodians shall normally take vacation during July and August.
- 16.04 An Employee shall receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer.
- 16.05 If vacations are requested during the months of July and August they shall be granted on the basis of seniority.
- 16.06 Where an Employee qualifies for sick leave while hospitalized during their period of vacation, vacation credits shall be reinstated if proof is provided to the Employer. The period of vacation so displaced shall be taken at a time mutually agreeable to both the Employee and the Employer.

ARTICLE 17 – SICK LEAVE

- 17.01 Sick leave is provided for the sole purpose of insuring an income to an Employee during periods of illness.
- 17.02 Sick leave shall be earned at the rate of one and one half (1 ½) days for every month an Employee is employed.
- 17.03 The unused portion of an Employee's sick leave shall accrue for their future benefits to a maximum of one hundred (100) days. Effective July 1, 2008, this maximum shall increase to one hundred and five (105) days.
- 17.04 An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that they were unable to carry out their duties due to illness.

ARTICLE 17 – SICK LEAVE CONTINUED

17.05 **Supplementation of Compensation Award**

- a) If at any time it is decided by the Workers' Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers' Compensation Board, such supplementation made by the Employer shall cease immediately and no further supplement shall be payable by the Employer.
- b) When an Employee is unable to work and is in receipt of Workers' Compensation allowance as a result of an injury incurred in the course of his/her duties, the Employee, if they so elects, shall be paid an additional amount which, combined with the compensation allowance, shall ensure the maintenance of their regular salary less their usual deductions. Such additional amount shall be chargeable to the Employee's sick leave credits accrued at the time the Employee commenced receipt of Workers' Compensation allowance, and such additional payments shall be payable until the Employee's accrued sick leave credits have been exhausted.

17.06 **After five (5) continuous years of employment**

- a) In the event of the death of an Employee, the value of one-half (1/2) of all accrued sick leave shall be paid to the Employee or the Employee's designated beneficiary. If there is no designated beneficiary, payment shall be made to the Employee's estate.
- b) On severance or retirement, an Employee having accrued sick leave to their credit shall receive an amount in lieu thereof equal to one-half (1/2) such credit at the rate of pay effective immediately prior to severance or retirement. The payment of this allowance shall be a lump sum payment at the time of termination or retirement.
- c) A maximum payout in either 17.06 (a) or (b) shall be fifty (50) days.
- d) With a minimum of two weeks' written notice to the employer, employees may arrange to have the sick leave payout deposited into a retirement savings plan or other option which is permissible under prevailing income tax regulations.

17.07 Upon request an Employee shall be informed of the sick leave days they have accumulated, to a maximum of twice a calendar year.

17.08 The Supervisor of Building Operations or his designates shall be responsible for replacement of staff.

17.09 The Employer may grant the usage of up to three (3) days of an employee's accumulated sick leave for illnesses or doctor's appointment for the employee's immediate family which includes their mother and father.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 All requests for leave of absence with or without pay must be requested in writing.

18.02 **Personal Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient reason.

18.03 **Compassionate Leave**

An Employee shall be granted five (5) days' leave with pay immediately following the death of a spouse, daughter, son, father, mother, sister or brother.

An Employee shall be granted three (3) days' leave with pay immediately following the death of a grandparent, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Compassionate leave other than that mentioned above may be granted at the discretion of the Employer.

18.04 **Mourner's Leave**

Up to one (1) day leave shall be granted as necessary without loss of salary, wages or benefits to attend as a pallbearer.

18.05 **Jury Duty**

The Employee shall not suffer a reduction in salary while serving on a jury or appearing as a witness.

18.06 **Union Leave**

Three (3) Employees who have been elected or appointed by the Union to attend Union convention or other Union business will be granted a leave of absence with pay for this purpose. Employees shall notify the Employer ten (10) working days prior to such leave. The Union shall reimburse the Employer for the Employee wages and benefits. Such leave shall not exceed a collective maximum of twenty (20) days in any one calendar year.

18.07 **Union Positions**

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 Employees shall receive their pay and benefits as provided for in this Agreement but the Union shall reimburse the employer 100% plus costs of benefits of the Employee's salary during the period of absence.

18.08 **Union Representatives**

Union representatives shall be granted necessary time off with pay and benefits to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining pay and benefits for two (2) Employees per meeting.

Union representatives shall be granted necessary time off with pay and benefits to meet with the Employer for the purpose of bargaining subject to a maximum cost to the Employer of maintaining pay and benefits for four (4) Employees per meeting.

18.09 **Parental Leave**

Maternity and parental leave shall be granted in accordance with the Employment Standards Act.

ARTICLE 19 – COMMITTEES

- 19.01 The Employer and the Union shall each from time to time appoint a group of not more than four (4) persons, and the two (2) groups thus appointed shall together form a committee to be known as the Staff Management Committee. The Staff Management Committee shall meet at the call of either group upon at least five (5) days' notice and not more often than once each month (unless by common accord) for the purpose of discussing Employer/Employee relations and other matters of mutual concern.
- 19.02 A minimum of one (1) Employee elected by the Union local to represent the Union will have membership on the Division's Workplace Safety and Health Committee.

ARTICLE 20 – GENERAL CONDITIONS

20.01 **Uniform/Work Apparel**

- (a) The Employer shall supply to all Employees at least one (1) coverall or smock, two (2) shirts and pants as required, safety glasses and work gloves.
- (b) All Bus Mechanics shall be provided with winter parkas and storm pants. Additional coveralls, uniform pants and shirts will be provided by the Employer as required.

20.02 **Bulletin Boards** – The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

20.03 **Fire and Theft Insurance** – The Employer shall provide fire and theft insurance covering tools and equipment owned by Employees and used in the performance of their duties with the Employer.

20.04 **Personnel Files** – An Employee shall be given the opportunity to examine their personnel file upon written request. The Employee shall have the right to make an exact copy of their file at their own expense.

There shall be one (1) personnel file maintained by the Employer for each Employee.

20.05 **Plural or Feminine Terms May Apply** – Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

20.06 **Payment of Wages** – Wages shall be paid on a bi-weekly basis.

20.07 **Mileage** – An Employee using their vehicle in authorized service of the Employer shall be paid a mileage allowance equivalent to the Board of Trustees mileage allowance. No Employee shall be forced to use their vehicle in the service of the employer unless the use of an Employee's vehicle is a requirement of the position and posted or advertised as such.

20.08 **Safety Footwear** An Employee who elects to wear CSA Approved safety footwear while performing their job functions will, (with original receipt) be reimbursed up to \$150.00 per year for the footwear purchase. This credit may be carried over for one year.

ARTICLE 21 – RETROACTIVE WAGES

Full time and part time Employees who have terminated their employment between the expiry date of the last Agreement and the signing date of the new Agreement will, upon making written application within thirty (30) days following the signing of this Agreement, receive retroactively the pay increase for all paid hours worked.

ARTICLE 22 – JOB SECURITY

No Employee shall lose his job as a result of the Employer contracting out his services.

ARTICLE 23 – JOB DESCRIPTIONS

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. Upon request of the Union, any current job descriptions will be reviewed jointly at a Labour Management meeting. These descriptions shall be presented to the Union and if the Union requests to meet with the Employer to discuss the job descriptions the Employer will meet with the Union.

ARTICLE 24 – NEW POSITIONS

When a new position not covered by Schedule “A” is established and falls within the scope of the bargaining unit, the rate of pay for this position shall be subject to negotiations between the Division and the Union. If the Parties are unable to agree on the rate of pay for the job in question, such dispute may be submitted to Grievance and Arbitration.

ARTICLE 25 – TEMPORARY ASSIGNMENT OF DUTIES

When a designated Employee is assigned to relieve another Employee in a higher paid classification, they shall receive the higher rate of pay for all hours so worked providing they are performing substantially all of the duties in the higher paid classification.

SIGNATURES

Dated at Stonewall, Manitoba, and this 29th day of June, 2010.

Signed and agreed on behalf of the Interlake School Division

_____ Chairman

_____ Secretary-Treasurer

Signed and agreed on behalf of the Canadian Union of Public Employees, Local 2972.

_____ President

_____ Secretary

SCHEDULE "A"

I. RATES OF PAY

<u>EFFECTIVE:</u>	<u>JULY 1, 2010</u>	<u>JULY 1, 2011</u>
a) Utility Lead Hands-Ticketed		
Carpentry	23.52 per hour	23.99 per hour
Plumbing	23.52 per hour	23.99 per hour
Non-Ticketed	21.47 per hour	21.90 per hour
b) Assistant Lead Hand	17.68 per hour	18.03 per hour
c) General Laborer	12.98 per hour	13.24 per hour
d) Head Custodians	18.41 per hour	18.78 per hour
e) Custodians (Hourly)	17.17 per hour	17.51 per hour
f) Custodians (Sq. Footage)	1.62 per square foot	1.65 per square foot
g) Head Mechanic	26.06 per hour	26.58 per hour
h) Bus Mechanics	24.03 per hour	24.51 per hour
i) Apprentice Mechanic		
Level One	17.50 per hour	17.85 per hour
Level Two	18.83 per hour	19.21 per hour
Level Three	20.15 per hour	20.55 per hour
Level Four	21.46 per hour	21.89 per hour

II. 5th CLASS POWER ENGINEER'S CERTIFICATE

The Employer shall pay \$150.00 to future holders of a 5th Class Power Engineer's Certificate as issued by the Province of Manitoba. This payment shall be regarded as a one time only measure.

The Employer will pay the costs of renewing the Certificate each year.

LETTER OF UNDERSTANDING

"TOOL REQUIREMENTS FOR BUS MECHANICS"

1. Mechanics shall supply and utilize a hand tool assortment as would be required to work on buses.
2. The Interlake School Division shall provide replacement insurance on each mechanic's tools. Mechanics shall provide the Interlake School Division with a complete inventory of the tools indicated in point #1 upon request.
3. The Interlake School Division shall provide any specialized and/or system testing equipment.
4. The Interlake School Division shall replace tools broken on the job and repair worn tools used on the job.
5. Bus Mechanics shall each be provided with a \$300.00 tool allowance annually to upgrade their hand tools, which are a condition of employment. Mechanics must provide original receipts for payment. Annual funds will apply to individual budget years and may not be carried forward.