

**2009 / 2013**

**COLLECTIVE AGREEMENT BETWEEN**

**THE WINNIPEG SCHOOL DIVISION**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 110**

**(July 5, 2009 - July 7, 2013)**

INDEX

COLLECTIVE AGREEMENT BETWEEN

THE WINNIPEG SCHOOL DIVISION

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 110

ARTICLE 1	PURPOSE .....	1
ARTICLE 2	MANAGEMENT RIGHTS .....	1
ARTICLE 3	RECOGNITION AND NEGOTIATION .....	1
	GROUP "A" - CARETAKING STAFF .....	2
	Chief Caretaker .....	2
	Head Caretaker .....	2
	Assistant Chief Caretaker .....	2
	Caretaker 1 .....	2
	Caretaker 2 .....	2
	Assistant Caretaker .....	2
	Cleaner .....	2
	Carpet Cleaner .....	2
	GROUP "B" - CONSTRUCTION STAFF .....	3
	Flooring Installer .....	3
	Roofer .....	3
	Equipment Repairperson .....	3
	GROUP "C" - MECHANICAL STAFF .....	3
	Welder (High Pressure) .....	3
	Welder .....	3
	Metal Worker .....	3
	Industrial Mechanic Class A .....	3
	Industrial Mechanic Class B .....	3
	Pipe Insulator .....	3
	GROUP "D" - STOREKEEPING STAFF .....	3
	Storekeeper .....	3
	Warehouseperson .....	3
	GROUP "E" - CERTIFIED JOURNEYMAN PAINTERS - GLAZIERS .....	3
	Painters .....	3
	GROUP "F" - LABOURER/UTILITY/BUILDING TRADES ASSISTANT .....	3
	General Labourer .....	3
	Utility Worker .....	3
	Building Trades Assistant .....	3
	Chargehand .....	3
	PERMANENT STAFF .....	4
	TEMPORARY STAFF .....	4
	DEFINITIONS .....	4
	Division .....	4
	Group .....	4
	Classification .....	4
	Position .....	4
	Employment .....	4
	Continuous Service .....	4
ARTICLE 4	SENIORITY .....	4
ARTICLE 5	HOURS OF LABOUR .....	6
ARTICLE 6	OVERTIME .....	7
ARTICLE 7	HOLIDAYS - ANNUAL VACATIONS .....	7
ARTICLE 8	SICK LEAVE PROVISIONS .....	8
ARTICLE 9	BEREAVEMENT LEAVE .....	11
ARTICLE 10	TEMPORARY REPLACEMENT .....	11
ARTICLE 11	PROMOTIONS AND STAFF CHANGES .....	12
ARTICLE 12	LAY-OFF AND RECALLS .....	13
ARTICLE 13	GRIEVANCE PROCEDURE .....	13

ARTICLE 14	ARBITRATION .....	15
ARTICLE 15	ACCOMMODATION AND CLOTHING .....	15
ARTICLE 16	TRADESMEN'S TOOLS .....	16
ARTICLE 17	WORK DIRECTIVE .....	16
ARTICLE 18	SCHEDULE "A" - RATES OF PAY .....	16
	Direct Deposit .....	16
ARTICLE 19	TERM OF AGREEMENT AND NEGOTIATIONS FOR RENEWAL .....	17
ARTICLE 20	CLASSIFICATION OF EMPLOYEES .....	17
ARTICLE 21	CHECK-OFF OF UNION DUES .....	17
ARTICLE 22	LEAVE OF ABSENCE .....	17
ARTICLE 23	WITNESS DUTY .....	19
ARTICLE 24	TRANSPORTATION ALLOWANCE .....	19
ARTICLE 25	PENSION AND DISABILITY FUND .....	20
ARTICLE 26	GROUP LIFE INSURANCE .....	20
ARTICLE 27	LONG SERVICE LEAVE .....	20
ARTICLE 28	EMPLOYMENT INSURANCE REBATE .....	20
ARTICLE 29	PERSONNEL FILE & ADVERSE REPORTS .....	20
ARTICLE 30	COURSE PAYMENTS .....	20
ARTICLE 31	PLURAL OR FEMININE TERMS MAY APPLY .....	21
ARTICLE 32	JOB SECURITY .....	21
ARTICLE 33	SEXUAL HARASSMENT .....	21
ARTICLE 34	RESPECTFUL WORKPLACE .....	21
SCHEDULE "A"	.....	23
	a) 2009-2010 and 2010-2011 School Year .....	23
	RATES OF PAY GROUP "A" - CARETAKING STAFF .....	23
	RATES OF PAY GROUP "B" - CONSTRUCTION STAFF .....	24
	RATES OF PAY GROUP "C" - MECHANICAL STAFF .....	24
	RATES OF PAY GROUP "D" - STOREKEEPING STAFF .....	25
	RATES OF PAY GROUP "E" - PAINTERS .....	25
	RATES OF PAY GROUP "F" - LABOURER/UTILITY/BUILDING TRADES ASSISTANT .....	25
	b) 2011-2012 and 2012-2013 School Year .....	27
	RATES OF PAY GROUP "A" - CARETAKING STAFF .....	27
	RATES OF PAY GROUP "B" - CONSTRUCTION STAFF .....	28
	RATES OF PAY GROUP "C" - MECHANICAL STAFF .....	28
	RATES OF PAY GROUP "D" - STOREKEEPING STAFF .....	29
	RATES OF PAY GROUP "E" - PAINTERS .....	29
	RATES OF PAY GROUP "F" - LABOURER/UTILITY/BUILDING TRADES ASSISTANT .....	29
SCHEDULE "C"	.....	31
	Executive Board	
	Shop Stewards	

MEMORANDUM OF AGREEMENT – Requests for Union Business Leave  
LETTER OF UNDERSTANDING – Afternoon Shift Change, Group "A" Caretaking Staff  
LETTER OF UNDERSTANDING – Handyman Duties  
LETTER OF UNDERSTANDING - Sick Leave  
LETTER OF UNDERSTANDING – Leadership Development Program  
LETTER OF UNDERSTANDING – Modified Hours  
LETTER OF UNDERSTANDING - Article 3.05 - Recognition and Negotiation - Group "F" Labourer/Utility/Trades Helper  
LETTER OF UNDERSTANDING - Staffing of Alternative Shifts

LETTER OF UNDERSTANDING - Maternity/Adoptive Leave Top-Up  
MEMORANDUM OF AGREEMENT – Management Rights Regarding Staffing  
MEMORANDUM OF AGREEMENT – Article 32.02

REFERENCE

THIS AGREEMENT made and entered as of this 16<sup>th</sup> day of November, A.D., 2009,

BETWEEN:

**THE WINNIPEG SCHOOL DIVISION**  
(Hereinafter referred to as the "Division")

OF THE FIRST PART,

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 110**  
(Hereinafter referred to as the "Union")

OF THE SECOND PART.

**ARTICLE 1 PURPOSE**

- 1.01 It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Division and the Union, to promote cooperation and understanding between the Division and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Union.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

**ARTICLE 2 MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and acknowledges that it is the exclusive function of the Division to manage, direct and conduct the affairs of the Division and to exercise all prerogatives of management and without in any way limiting or affecting the generality of the foregoing to maintain order, discipline and efficiency and to extend or curtail operations, determine the size of and direct and allocate the work of the work force and to hire, promote, suspend, demote and transfer employees subject to the right of the employee concerned to lodge a grievance in the manner herein set forth. The Union recognizes the exclusive right of the Division to discharge, suspend or discipline employees for just cause. All matters concerning the operation of the Division, not specifically dealt with herein, shall be reserved to the Division and be its exclusive responsibility.

The Union also recognizes and acknowledges that the Board can delegate these and any other management prerogatives to the Chief Superintendent and/or designate(s).

**ARTICLE 3 RECOGNITION AND NEGOTIATION**

- 3.01 The Division recognizes the Canadian Union of Public Employees and its Local 110 as the sole and exclusive bargaining agent for all employees of the Division set forth in the Manitoba Labour Board Certificate No. MLB 2627 dated the 4<sup>th</sup> day of January, 1974, and for those employees for whom the Division and the Union from time to time mutually agree upon.
- 3.02 No employee shall be required or permitted to make a written or verbal Agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.
- 3.03 The Division agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning the Agreement. Such representatives shall, with the prior approval of the Division, be given access to the Division's premises at a time mutually agreed upon.

- 3.04 (a) Union representatives shall be granted necessary time off with basic pay to meet with the Division for the purpose of conducting negotiations subject to a maximum cost to the Division of maintaining salaries for up to seven (7) employees so engaged.
- (b) Union representatives shall be granted necessary time off with basic pay to meet with the Division for the purpose of processing grievances subject to a maximum cost to the Division of maintaining salaries for:
- (i) one (1) shop steward so engaged when meeting with management in accordance with the grievance procedure (Article 13) and, should it be required, one Union executive member may attend provided that the cost of salary and benefits is paid by the Union for the Union executive member.
  - (ii) six (6) employees so engaged when meeting with the Board of Trustees.
- (c) Time off for employees under Article 3.04(a) and (b) will be in addition to time specified in Article 22.01.

3.05 The term "employee" shall, for the purpose of this Agreement be deemed to include all employees of the Division in the following groups:

**GROUP "A" - CARETAKING STAFF**

**CLASSIFICATIONS**

**Chief Caretaker** - in charge of and responsible for all caretaking and engineering services in any school building operated by the Division, to which the Chief Caretaker is assigned, and the plant of which is classified by law as not less than "Fourth Class". Chief Caretakers shall be holders of a valid 4<sup>th</sup> Class Power Engineers Certificate or better.

**Head Caretaker** - in charge of and responsible for all caretaking and engineering services in any school building operated by the Division to which the Head Caretaker is assigned. Head Caretakers shall be holders of a valid 5<sup>th</sup> Class Power Engineers Certificate or better.

**Assistant Chief Caretaker** - (In a school where a Chief Caretaker has been assigned) responsible to the Chief Caretaker of the school and in charge of and responsible for all caretaking and engineering services during their shift when the Chief Caretaker is not present in the building. Assistant Chief Caretakers shall be holders of a valid 4<sup>th</sup> Class Power Engineers Certificate or better.

**Caretaker 1** - in charge and responsible for all caretaking and engineering services on evening or night shift having less than three (3) full time equivalent staff including the caretaker on the shift in any school building operated by the Division, to which the Caretaker is assigned except schools which have an Assistant Chief Caretaker assigned. A Caretaker 1 shall hold a valid 5<sup>th</sup> Class Power Engineers Certificate or better.

**Caretaker 2** - in charge and responsible for all caretaking and engineering services on evening or night shift having three (3) or more full time equivalent staff including the caretaker on the shift in any school building operated by the Division, to which the Caretaker is assigned except schools which have an Assistant Chief Caretaker assigned. A Caretaker 2 shall hold a valid 5<sup>th</sup> Class Power Engineers Certificate or better.

**Assistant Caretaker** - routine caretaking services under supervision of the Chief Caretaker, Assistant Chief Caretaker, Head Caretaker, or Caretaker 1 or 2. Assistant Caretakers shall be holders of a valid 5<sup>th</sup> Class Power Engineers Certificate or better.

**Cleaner** - responsible for routine cleaning and caretaking in any school building operated by the Division to which the cleaner is assigned, under the supervision of the Chief Caretaker, Assistant Chief Caretaker, Head Caretaker or Caretaker 1 or 2.

**Carpet Cleaner** – responsible for routine cleaning of carpets in Division buildings.

All Caretaker classifications in Group "A" will perform minor repairs and routine maintenance in Division buildings.

**GROUP "B" - CONSTRUCTION STAFF**

**CLASSIFICATIONS**

**Flooring Installer** - (certified journeyman flooring installer) required to install and repair flooring.

**Roofer** - (certified journeyman roofer) required to apply and repair roofing.

**Equipment Repairperson** - required to perform diagnosis, trouble shooting, repair and maintenance of engines and maintain inventory control of certain tools and equipment.

**GROUP "C" - MECHANICAL STAFF****CLASSIFICATIONS**

**Welder (High Pressure)** - licensed high pressure welder.

**Welder** - general welding.

**Metal Worker** - tinsmithing.

**Industrial Mechanic Class A** - must possess a valid certificate of qualification as a Millwright plus a valid certificate of qualification as a Machinist.

**Industrial Mechanic Class B** - must possess either a valid certificate of qualification as a Millwright, or a valid certificate of qualification as a Machinist.

**Pipe Insulator** – required to perform general lagging and insulating of pipes.

**GROUP "D" - STOREKEEPING STAFF****CLASSIFICATIONS**

**Storekeeper** - provides routine storekeeping functions under the supervision of the Stores Buyer.

**Warehouseperson** - routine work in the School Division Stores under the supervision of the Stores Buyer.

**GROUP "E" - CERTIFIED JOURNEYMAN PAINTERS - GLAZIERS****CLASSIFICATIONS**

**Painters** - who will be required to perform general painting and glazing as may be assigned.

**GROUP "F" - LABOURER/UTILITY/BUILDING TRADES ASSISTANT****CLASSIFICATIONS**

**General Labourer** - Utility Workers employed on a temporary basis shall be paid at the General Labourer rate.

**Building Trades Assistant** – required to assist trades persons and to perform manual work where specialized skills, training and experience are required to perform tasks of a semi-skilled nature. The incumbent does not usually work under close supervision, must be able to exercise independent judgment and may be required to lead one (1) or more helpers of various classifications.

**Chargehand** - responsible for cost estimating, co-ordinating and on-site direction and supervision of staff.

Under the provisions of this Agreement the term "Permanent Employee" shall mean all employees, excluding Substitute Caretakers and Substitute Cleaners and temporary employees, who have been continuously employed with the Division for a period of six (6) months.

### 3.07 **TEMPORARY STAFF**

Employees in any group who have not been appointed to the permanent staff pursuant to Article 3.06.

- (a) Temporary Project Employees shall be employees hired for a specified period of time, or, for the completion of a specific job, or, until the occurrence of a specified event. Employees under this designation will not normally work for more than eight (8) months; however, in the event such a requirement exists, the Union shall be notified of any duration in excess of eight (8) months. (Employees shall be paid the minimum rate of pay in the classification that they are hired into).
- (b) Substitute Caretakers and/or Substitute Cleaners are temporary employees hired as replacements for staff or to provide temporary service.
- (c) General Labourers (High School Students) are temporary employees hired as temporary replacements for staff or to provide temporary service to the Division.
- (d) Seasonal Labourers (University Students) are temporary employees working on grounds and/or doing miscellaneous duties normally performed by utility staff. It is understood that during inclement weather, Seasonal Labourers may be assigned to "other" duties. Seasonal Labourers may be employed in the months of March through December.
- (e) Temporary Project Employees, General Labourers, Seasonal Labourers and Substitute Caretakers/Substitute Cleaners shall be entitled to all rights and benefits of the Collective Agreement, subject to the conditions established by the master contracts for benefit plans, except temporary project employees, General Labourers, Seasonal Labourers and Substitute Caretakers/Substitute Cleaners shall have no seniority rights.

### 3.08 **DEFINITIONS**

The following are definitions for the purposes of this Collective Agreement:

**Division** - shall be defined as The Winnipeg School Division as represented by the Chief Superintendent or designate.

**Group** - shall be defined as multiple classifications performing similar functions, i.e., Group "A" - Caretaking Staff, Group "C" Mechanical Staff.

**Classification** - shall be defined as distinct job descriptions within a "Group", i.e., Head Caretaker, Welder, Utility Worker.

**Position** - individual jobs within a classification, i.e., Head Caretaker (Lord Nelson School), Head Caretaker (Ralph Brown School).

**Employment** - shall be defined as time worked while in the service of *The Winnipeg School Division*.

**Continuous Service** - shall be defined as those regular hours worked for which the Division provides payment from the date of last hire.

## ARTICLE 4 **SENIORITY**

4.01 Seniority is defined as the length of service in the bargaining unit. In the event an employee resigns and is rehired, that employee's seniority shall be the date of last hire. Seniority shall be used in promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis subject to Article 3.07 of this Collective Agreement.

4.02 Employees, excluding Substitute Caretakers, Substitute Cleaners and temporary employees covered by the terms of



this Agreement shall be deemed to be on probation for the first six (6) months of continuous service with the Division. During such probationary period, such employees shall be entitled to all the rights and privileges of the Agreement but the Division may, in its sole discretion retain or dismiss an employee during the probationary period, and such dismissal shall be deemed to have been for just cause. After completion of the probationary period, seniority shall be effective in accordance with Article 4.01.

Employees in Group "A" - (Caretaking Staff) shall commence their six (6) month probationary period from the date they are assigned to a permanent position with the Division. Their continued employment shall be subject to Article 3.06.

The probationary period may be extended a further six (6) months with the mutual agreement of the employee and the Division and the Union. Such terms of agreement shall be in writing. It is understood that when the probationary period has been extended, the employee is not eligible to apply for a promotion during the period of such extension. It is further understood that unless the Division and Union agree otherwise, an employee whose probationary period has been extended is not eligible to apply for a transfer during the period of such extension.

4.03 A copy of the seniority list shall be posted in the Caretakers' Room of each building and in all shops by May 15 of each year. In addition a copy of the seniority list shall be forwarded to the Secretary of the Union and the Union Representative by May 15 of each year.

4.04 An employee shall lose seniority and their name shall be removed from the seniority list for any of the following reasons:

- (a) Voluntary termination of employment;
- (b) Discharged for just cause and not reinstated;
- (c) Voluntarily retired;
- (d) Failure to return to work following an authorized leave of absence unless through illness or other such reason acceptable to the Division;
- (e) Absence for more than two (2) consecutive working days without notifying their School/Building Administrator or District Maintenance Manager/Supervisor;
- (f) Failure to contact their School/Building Administrator or District Maintenance Manager/Supervisor within three (3) working days after receiving notice of recall from lay-off by registered mail to do so unless through illness or other such reason that is acceptable to the Division. The employee shall not be required to return to work following lay-off earlier than fifteen (15) working days after receipt of the above notice unless through mutual agreement of the employee and the Division. The onus is on the employee to inform the Division in writing of their current address;
- (g) Laid-off for more than eighteen (18) consecutive months;
- (h) Is employed in an out of scope position within the Division and has completed their probationary period.

With the exception of (h) above, an employee who has lost seniority as a result of the application of this clause shall be notified that their employment is terminated and where such notice is given, it shall be considered as just cause for termination.

4.05 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid sick leave;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence of less than twenty (20) consecutive working days;
- (e) is absent on Workers' Compensation as follows:
  - i) The employee will continue to accrue seniority, sick leave credits and vacation leave entitlement while the employee is absent on Workers' Compensation for a continuous period of one (1) year from the date of the

accident which necessitated the employee being placed on compensation.

ii) The employee will cease to accrue seniority after the period detailed in Point (i) above, but will retain all accrued seniority.

iii) The employee will cease to accrue vacation and sick leave credits after the period detailed in Point (i) above.

(f) is absent on an approved maternity, parental or adoptive leave.

4.06 Seniority will be retained but will not accrue if an employee:

(a) is on any period of unpaid leave of absence of more than twenty (20) consecutive working days except for maternity, parental or adoptive leave;

(b) is absent on Workers' Compensation for more than one (1) continuous year;

(c) is laid-off for less than eighteen (18) consecutive months;

(d) is absent and in receipt of total and complete disability under the Division Disability Pension Plan.

## **ARTICLE 5 HOURS OF LABOUR**

5.01 The hours of labour shall consist of a forty (40) hour week of five (5) consecutive days of eight (8) hours per day.

5.02 For Group "A" employees on the day shift the eight (8) hours, exclusive of a one (1) hour lunch break, shall be assigned by the Division and shall be worked consecutively between the hours of 6:00 a.m. and 5:00 p.m.

5.03 For Group "A" employees on the evening shift the eight (8) hours, inclusive of two (2) fifteen (15) minute coffee breaks and one (1) twenty (20) minute lunch period shall be assigned by the Division and shall be worked consecutively between the hours of 3:00 p.m. and 12:00 midnight.

5.04 For Group "A" employees on the night shift the eight (8) hours inclusive of two (2) fifteen (15) minute coffee breaks and one (1) twenty (20) minute lunch period shall be assigned by the Division and shall be worked consecutively between the hours of 11:00 p.m. and 7:30 a.m.

5.05 If the assignment of hours for Group "A" employees is to be changed, the Division will provide the employee with at least five (5) working days notice prior to such change.

5.06 For Groups "B", "C", "D", "E" and "F", eight (8) hours shall constitute a day's work for five (5) days, Monday to Friday inclusive 8:00 a.m. to 4:30 p.m. with one-half hour unpaid lunch. The Director of Buildings of the Division, may, however, because of special circumstances that may arise from time to time require with one weeks notice, that an alternate work day be established between 6:00 a.m. and 6:00 p.m. with no shift premium payable and with one-half hour unpaid lunch, split shifts not allowed.

5.07 Notwithstanding anything to the contrary herein, the Division shall have the right to establish an alternative shift for Groups "B", "C", "D", "E", and "F", outside of the hours of 6:00 a.m. to 6:00 p.m. Shift work shall be defined as shift work assignments lasting two (2) or more days all or part of the working time being outside the hours of 6:00 a.m. to 6:00 p.m. Shift work shall be compensated on the basis of the employee's normal hourly wage and a shift premium of ten percentum (10%).

5.08 The Chief/Head Custodian may, with the prior approval of the Principal or designate, allow Group A evening shift employees to work a day shift.

## **ARTICLE 6 OVERTIME**

6.01 Overtime, for the purposes of this Article, will be all that time worked by an employee outside the regular hours of

employment as those hours are defined in Article 5 - Hours of Labour, hereof.

- 6.02 Whenever an employee is required to work overtime for any other reason, the employee shall be paid at the rate of time and one-half (1½) for the actual overtime worked during the first four (4) hours and at double the employee's rate of pay for the time worked consecutively in excess thereof.
- 6.03 When an employee works on any of the holidays, or days observed as such, except where, in accordance with Article 22.05, an employee has substituted the holiday for a religious holy day the employee shall be compensated at twice the base rate for hours actually worked. This shall be in addition to any compensation for the holidays to which the employee may otherwise be entitled, except with the exception of where the Division and Union mutually agree to designate officially another day as a day in lieu of said holiday. Where an employee has substituted a religious holy day for the holiday, the employee shall be paid at their regular rate of pay for hours worked on the holiday.
- 6.04 Whenever an employee is required, because of an emergency, to work overtime, the employee shall be paid for the overtime worked at double the employee's rate of pay for the actual time worked plus one (1) additional hour which shall be paid at double the employee's rate of pay to compensate for the time spent traveling to and from the place of work and no employee shall be paid for less than two (2) hours of employment at double the employee's rate of pay including the time paid to compensate for traveling.
- 6.05 If employees in Group "E" work more than the recognized hours, such time shall be paid at the rate of time and one-half (1½) for the first two (2) hours and double time for all other hours worked. On Saturdays and Sundays, double time shall be paid.
- 6.06 An employee, who is required to work in excess of two (2) consecutive hours of overtime, either immediately before or after an employee's regular hours of labour, will be given five dollars (\$5.00) for lunch money provided the employee is unable to go home or an adequate lunch is not provided by the Division.
- 6.07 A permanent employee will, notwithstanding anything herein contained to the contrary, have the option of being paid for overtime or accumulating overtime to a maximum of forty (40) hours in any one (1) year, which accumulation of overtime may be taken as a holiday, in conjunction with the employee's regular vacation or at some other time and the employee will advise the Director of Buildings or Coordinator of Custodial Support Services as the case may be, in writing, not later than June 30 in the year prior to the year in which the accumulation is to be made what preference, if any, the employee has with respect to compensating time or the payment of salary. Salary will be paid to the employee at the employee's rate of pay prevailing at the time the overtime hours of work were performed. The Division will make the final decision as to whether an employee will be paid or receive compensating time for such overtime and the Division's decision will be final and binding on the employee and will not be subject to the provisions of Articles 13 and 14 – Grievance and Arbitration, hereof.

## **ARTICLE 7 HOLIDAYS - ANNUAL VACATIONS**

- 7.01 All employees shall be entitled to vacation with full pay annually on the following basis:
- (a) After one (1) year's continuous service with the Division - three (3) weeks.
  - (b) During the ninth (9<sup>th</sup>) year of continuous service with the Division - four (4) weeks.
  - (c) During the fifteenth (15<sup>th</sup>) year of employment with the Division (on the basis of their date on the seniority list) and each successive year thereafter - five (5) weeks.
  - (d) During the twenty-first (21<sup>st</sup>) year of continuous service with the Division (on the basis of their date on the seniority list) and each successive year thereafter - six (6) weeks.
  - (e) A temporary employee shall be paid vacation pay on each cheque based on a percentage equal to four per centum (4%) on the employee's total earnings, excluding overtime. When an employee has worked for the Division for at least fifty per centum (50%) of the working hours in each of the four (4) years in the preceding ten (10) years the employee shall be paid six per centum (6%) subsequent to the fourth year.
  - (f) The vacation year for the Division commences on the first day of July each year and ends on the 30<sup>th</sup> day of June of the next following year. Service for the purpose of determining vacation entitlement should be prorated from the first day of July for any employee who is continuously employed from a date other than the first day of July in accordance with the following formula:

$$\frac{\text{Number of months employed}}{12} \times 15 \text{ days} = \text{Number of days vacation}$$

- (g) Where an employee becomes incapacitated by illness or injury, or where the employee qualifies for bereavement leave during the period of the scheduled annual vacation, the Division shall grant sick leave or bereavement leave, as the case may be, and credit the employee with alternate days of vacation equivalent to the number of days of approved sick leave or bereavement leave, providing that in the case of sick leave, incapacitation must be over three (3) days and require hospitalization. The employee will be responsible to provide proof of hospitalization satisfactory to the Division.
- (h) With the exception of employees on Workers' Compensation under Article 4.05 (e) where an employee does not work and is not paid for a full year, then their vacation entitlement will be prorated for the year.

## 7.02

- (a) All employees shall be entitled to a holiday with pay on the following days:

1. New Year's Day
2. Good Friday
3. Last Monday in March

It is agreed that, for the purpose of the Collective Agreement between the Division and the Union, the last Monday in March is considered to be a holiday in lieu of Easter Monday notwithstanding Easter Monday being proclaimed as a holiday by the City of Winnipeg, the Province of Manitoba, or the Government of Canada.

- |                                       |                     |                    |
|---------------------------------------|---------------------|--------------------|
| 4. Victoria Day                       | 8. Thanksgiving Day | 12. Louis Riel Day |
| 5. Canada Day                         | 9. Remembrance Day  |                    |
| 6. Annual Civic Holiday (if declared) | 10. Christmas Day   |                    |
| 7. Labour Day                         | 11. Boxing Day      |                    |

and any other day proclaimed by the Division, the City of Winnipeg, the Province of Manitoba, or the Canadian Government.

- (b) That when Remembrance Day, Christmas Day, Boxing Day, or New Year's Day falls on a normal day off for any employee, and no other holiday is declared in lieu thereof (for example, the Monday following Christmas Day or New Year's Day), that employee shall be entitled to one (1) day off with pay for each of the above named holidays which falls on the normal day off of such employee. Such day or days may, subject to the exigencies of the service, be added to the annual vacation.
- (c) That when July 1<sup>st</sup> falls on a Saturday or Sunday, then all employees shall receive a holiday with pay on the Monday immediately following the said 1<sup>st</sup> day of July.
- (d) Employees shall be entitled to statutory holiday pay in accordance with the Employment Standards Code of the Province of Manitoba.

## ARTICLE 8 SICK LEAVE PROVISIONS

- 8.01 Sick leave means the period of time an employee is permitted to be absent from work with pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers' Compensation Act.
- 8.02 Effective March 1, 1999 unused sick leave in any year may be accumulated and carried forward to the next year up to a maximum of one hundred and eighty (180) days:
- |                                                                                  |                                        |
|----------------------------------------------------------------------------------|----------------------------------------|
| - during the 1 <sup>st</sup> year of continuous service                          | - 1 day per month (12 days per year)   |
| - during the 2 <sup>nd</sup> year of continuous service                          | - 1¼ days per month (15 days per year) |
| - during the 3 <sup>rd</sup> year of continuous service                          | - 1½ days per month (20 days per year) |
| - during the 4 <sup>th</sup> year of continuous service and all subsequent years | - 2 days per month (24 days per year)  |
- 8.03 Upon written application to the Division, leave of absence without pay for ill health due to sickness or disability may be granted at the sole discretion of the Division, to an employee who is no longer entitled to sick leave.

- 8.04 The Division may require an employee, on returning to work after absences of more than three (3) days, to produce a certificate from a duly qualified medical practitioner certifying that the employee was unable to carry out their duties due to illness and/or is able to return to regular duties.
- 8.05 Every employee shall notify or cause someone on their behalf to notify their immediate supervisor as soon as practical if the employee is unable to report due to illness. When the employee knows at the time of initial call that the absence is going to be for a period of time greater than one (1) day it must be reported at the time of the call or when the employee becomes aware that the period of time is going to be greater than one (1) day they shall report this as soon as possible.
- 8.06 An employee shall be credited with all unused sick leave accumulated prior to the date of this Agreement.
- 8.07 An employee in receipt of Workers' Compensation arising out of such employee's status as an employee of the Division, if the employee elects, shall be paid an amount, that, when combined with the compensation allowance will equal the regular salary less the usual deductions. Such additional amount may, in the discretion of the Division, be charged against the employee's accumulated sick leave credits. Payments made pursuant to the sick leave provisions shall terminate when the employee's sick leave credit is used.

Notwithstanding the foregoing, the amount that an employee will be entitled to paid will be reduced, where necessary, in order to ensure that the payment does not result in a reduction in the amount of compensation that would otherwise be paid under any Workers Compensation legislation and/or regulations.

- 8.08
- a) An employee who becomes injured or ill in the course of performing his duties must report such injury or illness as soon as possible to their immediate supervisor.
  - b) An employee unable to work because of work-related injury or illness will inform the Division immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board of Manitoba (WCB). WCB payment will be paid directly to the employee by WCB, except in the case where an advance is paid to the employee. The WCB shall be notified by the Division of any advance payments made to an employee. The amount of the advance shall be paid to the Division by WCB.
  - c) By written application from the employee, the Division will supplement the award made by the WCB from the employee's accumulated sick leave. The total amount paid by the WCB and the Division shall not exceed one hundred percent (100%) of net take-home pay.
  - d) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application in writing to the Division requesting an advance subject to the following conditions:
    - i) Advance payment(s) shall not exceed ninety percent(90%) of the employee's basic salary as defined in Article 18 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and Employment Insurance contributions.
    - ii) The advance(s) will cover the period of time from the date of the injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed one hundred percent (100%) of the value of the employee's accumulated sick leave credits.
    - iii) The employee shall reimburse the Division by assigning sufficient WCB payments to be paid directly to the Division to offset the total amount of the advance. If the amount of the advance exceeds the WCB payment, the employee will be required to pay back that amount to the Division. If the employee is paid directly by WCB when an advance payment has been made, the Division may recover the advance by payroll deduction.
    - iv) In the event that the WCB disallows the claim, including all appeals, the employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Division shall recover the total amount of the advance by payroll deduction from the employee.
  - e) Notwithstanding the foregoing, the amount that an employee will be entitled to be paid will be reduced, where necessary, in order to ensure that the payment does not result in a reduction in the amount of compensation that would otherwise be paid under any Workers Compensation legislation and/or regulations.

- 8.09
- a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident, the employee must advise their supervisor as soon as possible and the employee must submit a claim for benefits to Manitoba Public Insurance. The employee shall be entitled to receive full sick leave credits for any period of time deemed to be a "waiting period".
  - b) An employee who is in receipt of benefits under the Personal Injury Protection Plan (P.I.P.P.), and who chooses to concurrently claim sick leave benefits under the provisions of Article 8 – Sick Leave, must integrate and co-ordinate those benefits to ensure that the total benefits provided under both programs do not exceed one hundred percent (100%) of net take-home pay. This integration and co-ordination of benefits shall occur in the following manner:
    - i) The total value of income top-up provided under Article 8 shall be charged against the employee's accumulated sick leave.
    - ii) For the integration and co-ordination of benefits to occur, an employee must be injured in an automobile accident and, as a result of their injury, be unable to perform the duties of their normal classification and are therefore eligible to receive sick leave benefits.
    - iii) Employees will be required to release all necessary information regarding the benefits received under the P.I.P.P. program, prior to the co-ordination of benefits, to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to co-ordinate these benefits shall not be entitled to receive any sick leave top-up. Any money paid to an employee which results in combined payments exceeding one hundred (100%) of net pay, the Division shall be entitled to recover such money not exceeding the amount of money which was paid from the sick leave.
  - c) Where an employee has applied for P.I.P.P. benefits and where a loss of normal salary would result while awaiting a decision, the employee may elect to submit an application in writing to the Division requesting an advance subject to the following conditions:
    - i) Advance payment(s) shall not exceed ninety percent (90%) of the employee's basic salary as defined in Article 18 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
    - ii) The advance(s) will cover the period of time from the date of the injury until the date the final P.I.P.P. decision is received, however, in no case shall the total amount of the advance exceed one hundred percent (100%) of the value of the employee's accumulated sick leave credits.
    - iii) The employee shall reimburse the Division by assigning sufficient P.I.P.P. payments to be paid directly to the Division to offset the total amount of the advance. If the amount of the advance exceeds the P.I.P.P. payment, the employee will be required to pay back that amount to the Division. If the employee is paid directly by P.I.P.P. when an advance payment has been made, the Division may recover the advance by payroll deduction.
    - iv) In the event that the P.I.P.P. disallows the claim, including all appeals, the employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Division shall recover the total amount of the advance by payroll deduction from the employee.
  - d) Notwithstanding the foregoing, the amount that an employee will be entitled to be paid will be reduced, where necessary, in order to ensure that the payment does not result in a reduction in the amount of compensation that would otherwise be paid under any legislation and/or regulations.
- 8.10
- i) After an employee has exhausted all sick leave credits, the employee may use for bona fide sick leave purposes any overtime or compensating credits or vacation credits available to the employee.
  - ii) For the integration and co-ordination of benefits to occur, an employee must be injured in a motor vehicle accident and, as a result of their injury, be unable to perform the duties of their normal classification and are therefore eligible to receive sick leave benefits.

## **ARTICLE 9 BEREAVEMENT LEAVE**

- 9.01 An employee will be granted, upon the death of a spouse, child, mother, father, brother or sister, five (5) consecutive

working days' leave without a salary deduction.

9.02 An employee will be granted, upon the death of a relative living in the household who is not a member of the immediate family as set out in Article 9.01 hereof, five (5) consecutive working days' leave without a salary deduction.

9.03 An employee will be granted, upon the death of a relative who is not a member of the immediate household, one (1) day's leave without a salary deduction to attend the funeral, if the funeral is held inside the City of Winnipeg and two (2) consecutive working days' leave without a salary deduction to attend the funeral, if the funeral is held further than two hundred (200) kilometres from the perimeter of the City of Winnipeg.

For the purposes of this Article a relative is defined as an aunt, uncle, cousin, niece or nephew.

9.04 (a) An employee will be granted, upon the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchild, leave of three (3) consecutive working days without a salary deduction.

(b) An employee will be granted one-half (½) day without a salary deduction to attend the funeral of a relative of their spouse not listed in 9.04(a) if the funeral is held further than one hundred (100) kilometres from the perimeter of the City of Winnipeg an additional one-half (½) day will be granted.

9.05 An employee will be granted one (1) day leave without a salary deduction to act as a pallbearer at a funeral if the funeral is held within the City of Winnipeg and an additional one-half (½) day without a salary deduction if the funeral is held further than one hundred (100) kilometres from the perimeter of the City of Winnipeg.

For the purposes of this Article, "spouse" shall include:

(a) a person of the same gender with whom an employee has established residence and lived in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as his/her spouse; or

(b) a person of the opposite gender with whom an employee has established residence and lived in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as his/her spouse.

## **ARTICLE 10 TEMPORARY REPLACEMENT**

10.01 If an employee in any classification is designated by the Division to replace temporarily another employee in a higher paid classification in the same group, the employee shall receive pay at the rate paid during the first year of employment of the classification of the employee being replaced for work done for any period provided that the employee shall not receive less than their own regular rate of pay. No employee shall be required to perform the duties of an employee in a higher rated position unless that employee is so designated by the Division.

10.02 An employee shall be designated by the Division to replace the Head Caretaker and the Chief Caretaker at the Winnipeg Adult Education Centre, during the absence of such employee(s) for an annual vacation, and the Division will replace such employee at the St. John's, Gordon Bell, Ellen Douglass, R.B. Russell and Dufferin Schools (so long as Dufferin is used as the overflow school for R.B. Russell Summer School) if such employee's vacation or part thereof, occurs when the Division is conducting the annual summer school at listed school(s).

10.03 If the Chief Caretaker is absent on account of illness, leave of absence or for any other sufficient cause so recognized by the Division and if the Assistant Chief is unavailable, the senior day assistant in that school provided the employee's previous employment with the Division and ability merit such action shall assume charge of the school until the Assistant Chief Caretaker is available or the Chief Caretaker is able to return to employment.

If an Assistant Chief Caretaker or Caretaker 1 or 2 is absent on account of illness, leave of absence or any other sufficient cause so recognized by the Division, the Senior Evening Assistant in that school provided the employee's previous employment with the Division and ability merit such action shall assume charge of the evening shift of the school until the Assistant Chief Caretaker 1 or 2 returns.

If the Head Caretaker is absent for any reason as herein before set forth the senior day assistant in that school provided the employee's previous employment with the Division and ability merit such action shall assume charge of the school until the Head Caretaker returns to employment. In schools having no assistant custodian(s) the Caretaker in that school shall assume charge of the school until the Head Caretaker returns to employment.

In the case of a school having neither an assistant nor a Caretaker a qualified replacement shall be obtained from the nearest or most convenient school until the Head Caretaker returns to employment.

Note: This clause is not intended to change the Division's practice of only paying replacement pay for periods of more than three and one-half (3½) consecutive hours.

## **ARTICLE 11 PROMOTIONS AND STAFF CHANGES**

- 11.01 When a new position is created or when a vacancy of a permanent nature occurs inside the bargaining unit, the Employer shall post notice of the position in the Administrative Bulletin for a minimum of five (5) consecutive working days. The Employer shall bulletin positions within two (2) weeks of vacancy. In cases where this is not possible, the Employer shall notify the union. Jobs will not be bulletined during the summer vacation period. Notwithstanding the foregoing, the Division may at its discretion, when a school is reclassified upward by not more than one (1) classification, promote the incumbent Head Caretaker or Chief Caretaker, as the case may be. In no case shall any employee receive more than one (1) promotion on this basis during employment in any one (1) location.
- 11.02 Notices shall contain the following information:
- Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range, with the exception of currently designated schools requiring the presence of a female cleaner on the day shift, all Job Postings shall state, "This position is open to male and female applicants."
- 11.03 In filling such promotion or transfer, appointment shall be made of the senior applicant provided the applicant's previous employment with the Division, qualifications and ability merit such action.
- 11.04 All successful applicants for promotion shall be placed on a trial period of six (6) months. If such successful applicant, during the trial period, is found unsuitable for promotion, the applicant shall be replaced and revert to either the former classification or the nearest open classification below the former classification if an opening does not exist in the former classification at the time the applicant is replaced. The applicant who has been replaced will be moved into the former classification upon the occasion of the first opening thereafter.
- For Group "A" – Caretaking Staff, employees shall not be eligible for more than two (2) lateral moves per school year.
- 11.05 In dealing with promotions in Group "A" (Caretaking Staff), previous employment with the Division will require employment within the last two (2) years in a school not more than two (2) classes below the class of schools for which the applicant is applying.
- In the event there are not applicants with the service noted in this clause, then applicants would receive appointment on the following basis: firstly, Head Caretakers based on seniority; secondly, the senior applicant, provided the applicant's previous employment with the Division, qualifications and ability merit such action.
- 11.06 All employees appointed to the position of Chief Caretaker of a school subsequent to January 1, 1975, will have satisfactorily served the Division as either an Assistant Chief Caretaker or as a Head Caretaker of a school and will be the holder of a valid fourth class power engineer's certificate or better.
- 11.07 The Division will inform the Union of all changes in classification of employees affected by the Agreement at least two (2) weeks before the effective date of such changes.
- 11.08 In applying the provisions of Article 11.03, the Division may make such transfer of employees as deemed desirable in the interest of efficiency from employees in the same classification and on the same salary schedule, with the provision that the Division shall notify the Union prior to making any permanent transfer. When the transfer or transfers have been completed the vacancy or vacancies created through such transfer or transfers shall be bulletined.
- 11.09 Any employee covered by this Agreement who has given good and faithful service to the Division, and who, through advancing years or temporary disablement, is unable to perform their regular duties, shall be given preference of any light work available at the salary payable at the time for the position to which the employee is assigned. Any employee temporarily disabled who has been retired on disability pension on certification by three (3) medical practitioners (as provided for in By-law No. 1018, or any amendment thereto, of the Division) that such employee is capable of



performing light work, and if such light work is available, may be removed from the list of pensioners under said By-law No. 1018, or any amendment thereto, and be given such light employment.

11.10 When all applications for filling any promotion or transfer covered by this Agreement have been received by the Division and when there is reasonable doubt as to the suitability of the senior applicant for promotion or transfer, representatives of the Division shall confer with a Committee of the Union before a selection is made.

11.11 Where new positions are created or current positions are reclassified under the terms of this Agreement, or there is no provision in Schedule "A" hereto for a salary for such new positions so created, or current positions reclassified, the Division will advise the Union in advance of the nature of the position and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the Division and the Union, failing agreement within ten (10) working days, the matter shall be referred to the Board of Arbitration herein for a binding decision. The exception to the referral to a Board of Arbitration shall be those disagreements which occur within twelve (12) months of the termination of the Collective Agreement. In these situations any and all disagreements shall be dealt with at the next set of negotiations for an amended Collective Agreement.

## **ARTICLE 12 LAY-OFF AND RECALLS**

12.01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay off, providing the senior person is able and willing to do the work, the employee with the least seniority shall be the first to be laid off.

12.02 Employees shall be recalled in the order of their seniority, provided the employee is qualified and has the ability to perform the available work.

12.03 New employees shall not be hired until those laid off have been given an opportunity of recall, provided those on lay off have the qualifications and ability to perform the available work.

12.04 The Division shall notify the employees who are to be laid off not less than fifteen (15) working days prior to the effective date of lay off unless legislation requires otherwise. If the employee has not had the opportunity to work the days as provided in this article, the employee shall be paid for the days for which work was not made available.

12.05 Grievances concerning lay offs and recalls shall be initiated at Step 3 of the grievance procedure.

12.06 Notification of recall following a lay off shall be sent by double registered letter to the last reported address of the employee. Article 4.04 (f) shall apply thereafter.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

13.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Division acknowledges that the Steward may assist any employee whom the Steward represents, in preparing and presenting the employee's grievance in accordance with the grievance procedure.

13.02 The departments covered by each Steward or the number of Stewards in each department shall be listed in Schedule "C" of this Agreement.

13.03 The Union shall notify the Division in writing of the name of each Steward and the department(s) represented and the name of the Chief Steward, before the Division shall be required to recognize the steward.

13.04 The Division may, upon the request of the Union Steward and after approval of the supervisor, allow the Steward time to investigate or process an alleged grievance during the Steward's regular working hours. Such permission shall not be unreasonably withheld.

13.05 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.

13.06 Grievances must be processed in the following manner.

Step 1

An employee(s) wishing to submit a grievance, will submit the grievance to the Steward. If the employee's Steward is absent, the employee may submit the grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the Grievance procedure the grievor shall have the right to be present.

#### Step 2

The Steward and/or Grievance Committee will first seek to settle the dispute with the School or Building Administrator, or the appropriate District Maintenance Manager in the case of maintenance staff within ten (10) working days after the cause of grievance occurs or within ten (10) working days from the date on which the grievor becomes aware of the alleged violation. After due consideration, the School or Building Administrator or District Maintenance Manager concerned shall reply within three (3) working days. In the case of a grievance from the stores area, the grievance shall be submitted to the Maintenance Coordinator.

#### Step 3

If the reply of the School or Building Administrator, District Maintenance Manager, or Maintenance Coordinator is not satisfactory the grievance may, within five (5) working days, be referred to the Director of Human Resources and/or designate.

Within a further five (5) days, or such other time as may be mutually agreed, after a grievance has been referred, the Director of Human Resources or designate will provide a written reply.

#### Step 4

If the reply of the Director of Human Resources or designate is not satisfactory the grievance may, within five (5) working days, be submitted to the Chief Superintendent.

Within fifteen (15) working days after a grievance has been referred, the Chief Superintendent will give a written reply to the grievance.

#### Step 5

Failing a satisfactory settlement being reached in Step 4 the Union may refer the dispute to arbitration.

13.07 In matters of discipline, where a recommendation is being made to terminate the employment of an employee, the employee may appear before the Board, in accordance with the Division's Discipline Policy before the Board renders a decision.

13.08 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 and 3 of this Article may be by-passed.

13.09 After a grievance has been submitted in writing, the Division or its representatives shall not attempt to settle the grievance either directly or indirectly with the aggrieved employee without the consent of the Union.

13.10 Should the Division have a misunderstanding, complaint or dispute under this Agreement against the Union, then the Division shall advise the Union of the misunderstanding, complaint or dispute and the parties hereto shall discuss and endeavour to settle the matter within ten (10) days from the time the misunderstanding, complaint or dispute was conveyed to the Union.

If such misunderstanding, complaint or dispute is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and referred to arbitration, in the same way as a grievance of an employee, as provided in Article 14 of this Agreement.

13.11 All grievances shall be submitted in writing and replies to grievances shall be in writing at all stages.

### **ARTICLE 14 ARBITRATION**

14.01 Failing a satisfactory settlement being reached in Article 13 either party may indicate its intent to refer the grievance to arbitration within twenty-five (25) working days. 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 indicating the name of its

nominee on an Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall select an impartial Chairperson.

- 14.02 If the party receiving the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Manitoba Labour Board upon request of either party.
- 14.03 The Arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall render a decision within ten (10) working days from the time of the final meeting.
- 14.04 The decision of the majority of the members of the Arbitration Board is the decision of the Arbitration Board and, if there is no decision that is common to a majority of the members, the decision of the Chairperson of the Arbitration Board shall be deemed to be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.
- 14.05 Each party shall pay:
- 1) the fees and expenses of the Arbitrator it appoints.
  - 2) one-half (½) of the fees and expenses of the Chairperson.
- 14.06 In the case of dismissal of, or other discipline to any employee (except an employee in the probationary period) for cause the justification for the dismissal or discipline and the nature and extent of the penalty imposed shall be subject to grievance as hereinbefore set out and the Arbitrator shall have the authority to provide the penalty which in their opinion appears to be just and equitable.
- 14.07 The time limits in both the Grievance and Arbitration Procedure may be extended by mutual agreement and shall be confirmed in writing.
- 14.08 Nothing herein shall prohibit the parties from mutually 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 a single Arbitrator.

#### **ARTICLE 15 ACCOMMODATION AND CLOTHING**

- 15.01 Accommodation shall be provided in all schools for Group "A" employees to have their meals and keep their clothes.
- 15.02 Employees, engaged in maintenance and repair services in schools will be provided, where practical, a place to have their meals and keep their clothes.
- 15.03 Except for Group "A" employees, the Division will contribute toward the purchase of green triangle safety footwear, for permanent employees one hundred percent (100%) of the cost of C.S.A. approved green triangle safety footwear up to a maximum of Two-Hundred Dollars (\$200.00) once every two (2) years. All employees other than Group "A" employees are, as a condition of employment, required to wear C.S.A. approved green triangle safety footwear.

For Group "A" employees, the Division will contribute toward the purchase of approved safety footwear, for permanent employees only, one hundred percent (100%) of the cost of C.S.A. approved safety footwear up to a maximum of Two-Hundred Dollars (\$200.00) once every two (2) years. All Group "A" employees, as a condition of employment, are required to wear C.S.A. approved safety footwear.

The only exception to wearing said safety footwear will be with a medical certificate provided by a licensed medical practitioner.

#### **ARTICLE 16 TRADESMEN'S TOOLS**

- 16.01 A Mechanic, which is defined to include a Welder, Millwright, Metal Worker, Industrial Mechanic, Painter, Roofer, and/or Flooring Installer shall supply the ordinary tools of the trade. A Mechanic's tools are their means of livelihood and they

must keep them in good condition at all times. When a Mechanic reports to a job their tools will be in good condition and ready for immediate use.

16.02 The Division will be responsible for compensation for tools destroyed by fire or lost by breaking and entering provided they are placed in a properly secured storage room. Claims for tools lost through breaking and entering or destroyed by fire must be submitted in writing together with a list of such tools, the value thereof, and with reasonable evidence of loss. Such claims must be submitted within ten (10) days of the loss.

16.03 The Mechanic must accept responsibility for the tools furnished by the Division and will be given sufficient time to put these tools in a designated place. The Mechanic shall report the breakage or loss of any of the tools furnished by the Division immediately to their superior.

16.04 Any employee found misusing tools supplied by the Division will be held accountable.

#### **ARTICLE 17 WORK DIRECTIVE**

17.01 No employee shall be required to move a piano from one (1) level in a school to another, nor shall an employee be requested to move a piano from one (1) room to another without assistance.

17.02 All employees as classified in this Agreement shall perform the duties reasonably required of them by the Division with the provision, however, that no Caretaker shall be required to maintain order and/or discipline in any school building.

#### **ARTICLE 18 SCHEDULE "A" - RATES OF PAY**

18.01 The employees shall be paid the salaries as in Schedule "A" hereunto annexed.

18.02 When employees are assigned to the schools' operating staff all substitute or temporary service as Caretakers or temporary caretaking with the Division shall be taken into account in placing them on the salary schedule.

##### **18.03 Direct Deposit**

a) The Division shall only be required to deposit the salary funds to one (1) designated financial institution per employee. For purposes of clarity, an employee will not be allowed to designate a certain portion of their funds be paid to one (1) financial institution and the balance to another.

b) Individual employees shall not have the right to request salary advances or exemptions from having their salaries so deposited. Consideration for a salary advance may be given by the Division provided the employee makes a request in writing twenty-eight (28) days prior to the pay period immediately preceding vacation and the employee indicates that Interact or "ATM" services are not available at destination of travel or where a situation of a more emergent nature occurs.

#### **ARTICLE 19 TERM OF AGREEMENT AND NEGOTIATIONS FOR RENEWAL**

19.01 This Agreement, excluding language changes, shall be effective from the 5<sup>th</sup> day of July, 2009 to July 7, 2013, both dates inclusive unless altered or amended in the meantime by mutual consent of both parties, and shall be a contract of forty-eight (48) months' duration and will be renewed thereafter from year to year unless formal notice is given by either party to the other to amend, add to or negotiate a new Agreement. Such notice shall be given at not more than ninety (90) days or less than thirty (30) days prior to the 7<sup>th</sup> day of July, 2013.

19.02 Within ten (10) days after receipt of notice as described in 19.01, or any additional time as may be mutually agreed upon, representatives of the Union and the Division shall meet for the purpose of commencing negotiations. Proposals shall be presented to the Division at that meeting to amend, terminate, or add to a new Agreement. When the Union is presenting its proposals a copy of such proposals will be mailed to the Secretary-Treasurer within two (2) days of those proposals being presented.

**ARTICLE 20 CLASSIFICATION OF EMPLOYEES**

- 20.01 Employees under this Agreement shall be assigned their position within a classification as set forth in Article 3.05 by the Division, subject to the terms of this Agreement.
- 20.02 The Division shall, if requested by the Union representatives, meet to discuss the duties and responsibilities of those personnel classified in this Agreement.
- 20.03 An Assistant Chief Caretaker shall be assigned on a twelve (12) month basis to all Class V or above schools, when during the school year there is more than one (1) shift in the day.

**ARTICLE 21 CHECK-OFF OF UNION DUES**

- 21.01 The Division shall, subject to the Rand Formula and The Labour Relations Act, deduct from every employee those dues levied by the Union on its members. It is also understood the Union would provide the Division with at least thirty (30) days' notice of any change in dues deduction.
- 21.02 In consideration of the Division making the compulsory check off of union dues referred to herein, the Union agrees to and does hereby indemnify and save the Division harmless from all claims, demands, actions or proceedings of any kind including all costs arising therefrom, which may be taken against the Division by reason of the Division making the compulsory check-off of union dues provided for herein.
- 21.03 At the same time that Income Tax (T-4) slips are made available, the Division shall indicate the amount of Union dues paid by each Union member in the previous year.

**ARTICLE 22 LEAVE OF ABSENCE**

- 22.01 (a) Any employee of the Division who is an officer or member of the Union shall be granted leave of absence for Union business; provided that the aggregate of such leave for all said officers and members shall not exceed one hundred and fifty (150) working days in any calendar year and provided further that, where required, a substitute satisfactory to the Division has been secured. (All such requests will be made at least ten (10) days in advance, by the Union in writing, whenever possible.) No additional leave of absence shall be taken for the above-mentioned purpose except with the consent of the Division.
- (b) Any employee of the Division elected or appointed to the position of President of the Union will be granted a leave of absence with pay by the Division for a period of up to one (1) year. The Union shall reimburse the Division for all salary paid by the Division and for the Division's share of the cost of fringe benefits. Payment shall be made by the 15<sup>th</sup> of the month following receipt by the Union of a statement from the Division covering the amounts to be so reimbursed. A leave of absence granted under this article shall not be counted in the one hundred and fifty (150) day aggregate identified in 22.01 (a).
- 22.02 During the absence of any employee on special work of this nature, such employee shall retain seniority rights in their department with no decrease in status but without claim on any promotions effected during their absence on leave. The Division shall submit to the Union a statement covering loss of time and the Union shall reimburse the Division for same.
- 22.03 (a) Effective July 1, 2006, each permanent employee shall be entitled to three (3) days paid discretionary leave in each fiscal year based on the employee's regularly scheduled daily hours of work.
- (b) The leave cannot be deferred into the following year.
- (c) The date for such leave shall be agreed upon between the Superintendent, Department Director or Building Manager, as the case may be, and the employee, and may not be adjacent to any holiday period.
- (d) Requests must be submitted in writing, at least five (5) days in advance, on the Division Short Leave Request Form. In situations of an emergent nature where this is not possible the employee must notify the appropriate manager or building supervisor of the absence and complete the necessary forms upon their return.

- (e) An employee may take one (1) of three (3) discretionary days by giving at least thirty-six (36) hours notice prior to the start of the shift to be missed exclusive of Saturday and Sunday to deal with situations of a non emergent nature.
- (f) For new employees, leave will be prorated to one (1) day for each four (4) months of service during the fiscal year.
- (g) In consideration of the Agreement for three (3) discretionary days the Canadian Union of Public Employees, Local 110, agrees that its members will have no access or right to short leaves of absence as identified in the Personal Business Leave section currently numbered Section 7 of the Leave of Absence Policy GCBD with the exception of Jury Duty and Article 9 Bereavement Leave.
- (h) This agreement shall not affect an employee's ability to apply for or receive unpaid leave of absence days.

#### 22.04 Veteran's Leave

The Division shall continue to pay an employee's normal salary or wage when an employee is absent when called by the Canadian Pension Commission in connection with a disability sustained as a result of military service or while detained at a military hospital for observation, examination, or treatment in connection with a disability sustained as a result of military service, less any allowance or gratuity other than for transportation and meals, received by the employee from the Department of Veterans' Affairs. The employee shall be required to present a Veterans' Affairs statement for the amount of time detained. All such absences shall be charged to the employee's sick leave entitlement and such payments will be stopped at the point in time that sick leave entitlement terminates.

#### 22.05 Religious Holy Leave

- (a) Employees desiring to observe recognized religious holy days will be allowed up to three (3) days time off through one (1) of two (2) options:
  - 1) time off in lieu of Easter Monday, Christmas Day or Boxing Day; or
  - 2) mutually agreed to alternate arrangements such as vacation, accumulated time or leave without pay.
- (b) Employees choosing to substitute religious holy days for Easter Monday, Christmas Day and/or Boxing Day will, where practical, be allowed to work in their regular job classification and work location and with their regular rate of pay for the time worked on these days. Where this is not practical, the employees may be redeployed to a position they are qualified for at a suitable work site. Redeployed employees will receive their regular rate of pay.
- (c) Employees choosing alternate arrangements will, through discussions with the Division, establish a practical and mutually agreed upon approach necessary to substitute their chosen religious holy days, to a maximum of three (3) working days.
- (d) Notification – Religious Holy Leave:
  - i) Employees requiring religious holy days prior to October 15 shall provide the Division with ten (10) working days notice in writing.
  - ii) Employees requiring religious holy days after October 15 shall provide notice of all leave required that school year by September 30.
  - iii) Employees commencing employment with the Division at a time other than the start of the school year and who require religious holy days, shall provide the Division with written notice of their requirements within ten (10) working days of commencing active employment.

### **ARTICLE 23 WITNESS DUTY**

- 23.01 When an employee is absent from work to testify under subpoena as a witness for the Crown or in his capacity as a Division employee, the employee shall be paid his regular rate of pay for each hour he would have worked had he not

been under subpoena, less witness fees received by the employee.

An employee shall submit details of the requirement for witness duty at the earliest possible date. The employee shall, where possible, make himself available for duty at his job during regular working hours when he may not be required at court.

#### **ARTICLE 24 TRANSPORTATION ALLOWANCE**

24.01 If an employee uses their own personal motor vehicle at the request of the Division, the employee shall be paid an allowance in accordance with the Division's scale of car allowance. The allowance, to be reimbursed by the fifteenth (15th) day of the following month, shall continue as a flat rate monthly allowance which is established by mutual agreement between the Union and the Division. The Division agrees that no employee shall be required to use their own motor vehicle on behalf of the Division as a condition of employment.

24.02 Where an employee who is the registered owner of a truck and, at the request of the Division uses that truck at work, the Division will reimburse that employee for the difference between the Artisan Truck basic insurance rate and the All Purpose Truck basic insurance rate.

Where an employee is eligible for a premium discount under the Autopac merit discount or the claim-free discount program, the Division will reimburse that employee the difference between the annual cost of the Artisan Truck basic insurance rate and the All Purpose Truck merit insurance rate, provided under the Autopac merit discount program.

24.03 An employee, who is required by the Division to drive a motor vehicle as such vehicle is defined by the Highway Traffic Act, Chapter H60 of the continuing consolidated Statutes of Manitoba, and which motor vehicle is owned or rented by the Division, shall be reimbursed by the Division for the cost of the basic insurance premium payable with the employee's drivers license which reimbursement shall not exceed Thirteen Dollars (\$13.00) for a full year of employment with the Division. If employment with the Division is for less than one (1) year the amount payable hereunder shall be prorated.

24.04 Any employee who operates a vehicle while conducting Division business shall possess a valid driver's license representative of the Class of vehicle being operated at the time. The employee shall upon request present such license to the Division for verification purposes. Declaration that the license is valid shall be signed by the employee and witnessed by management on the prescribed form.

An employee subject to this article who loses or has his/her license suspended for whatever reason must immediately notify the Division. Failure to do so will be considered a disciplinary offense.

#### **ARTICLE 25 PENSION AND DISABILITY FUND**

25.01 The Division will maintain a pension plan for all eligible employees as defined in By-law No. 1017 or any amendment thereto, a by-law relating to a pension fund for employees other than teachers.

25.02 The Division will maintain a disability plan for all eligible employees as defined in By-law No.1018 or any amendment thereto, a by-law relating to a disability fund for employees other than teachers.

#### **ARTICLE 26 GROUP LIFE INSURANCE**

26.01 The Division will administer the Manitoba Public Schools Employees' Group Life Insurance Plan according to the terms and conditions of the master policy of the said plan or may at any time in its sole discretion substitute therefore a plan of life insurance with not less than the same benefits with another insurance company.

26.02 The employee's share of annual premiums shall be deducted in as near equal amounts as possible from each salary cheque for all participants in the plan. One-half (½) of the premium rate up to the one hundred percent (100%) lump sum benefit and survivor's income benefit for eligible members of the Union shall be paid by the Division and one-half

(½) shall be paid by the employee.

26.03 All employees currently employed by the Division or coming on staff after the effective date of this Agreement shall be required to participate in the current life insurance plan.

**ARTICLE 27 LONG SERVICE LEAVE**

27.01 An employee will be granted twenty (20) working days' leave of absence with pay in addition to their regular annual vacation after completion of twenty-five (25) years' of employment on the basis of their date on the seniority list with the Division. This leave may be taken subject to the exigencies of the service.

**ARTICLE 28 EMPLOYMENT INSURANCE REBATE**

28.01 The employee's portion of the Employment Insurance rebate as determined by the Employment Insurance Act shall be forwarded to the Union for use as they see fit in providing additional benefits for their members.

**ARTICLE 29 PERSONNEL FILE & ADVERSE REPORTS**

29.01 An employee may at a mutually agreed time review their personnel file after submitting a written request for such review to the Director of Human Resources or designate. An employee shall have the right to respond in writing to any document contained in the personnel file and the Division will have its representative present when the employee is examining the personnel file.

29.02 Following written assessment of an employee's performance, the employee will be given an opportunity to review the assessment and to acknowledge having read the contents of the assessment. Within two (2) working days of reviewing the assessment, the employee will be provided with the opportunity to place their own comments on the assessment form, and, the employee will receive a duplicate copy for their records.

29.03 The Division will not introduce as evidence at any Arbitration Hearing and an Arbitration Board shall not accept as evidence any document which is disciplinary in nature, unless the employee has been previously advised of the nature of the discipline and has been provided with a copy of such document on request.

**ARTICLE 30 COURSE PAYMENTS**

30.01 Any employee who, with the prior written approval of the Division, enters a course of training which will better qualify the employee to perform their job with the Division, shall have the course paid for by the Division upon registration for such course. If the employee does not successfully complete the course, that employee shall reimburse the Division

the full cost of registration. In the event that the employee does not successfully complete the course and the employee does not provide reimbursement to the Division, the Division may at its option deduct the course fees by way of a deduction from salary over two (2) payroll periods of the employee. The decision regarding approval for training shall be the sole prerogative of the Division and such decision shall not be subject of Grievance or Arbitration proceedings pursuant to the provision of this Agreement.

For the purpose of this clause, a course shall be defined as a class or lecture in a given subject or field leading to a recognized degree, diploma or certificate or letter confirming successful completion.

**ARTICLE 31 PLURAL OR FEMININE TERMS MAY APPLY**

31.01 Where the context so requires, masculine and feminine genders and singular and plural numbers, they shall be considered interchangeable.

**ARTICLE 32 JOB SECURITY**

32.01 An employee shall have the right to have their Shop Steward present during discussions of a disciplinary nature should the employee so choose.



32.02 In order to protect job security, the Division agrees not to contract out services which are or have been performed by the employees in the unit where such contracting out would result in a reduction in positions within the unit.

Further, this provision applies to any new buildings, additions, or facilities owned by the Division.

There will be no reduction in the number of permanent positions within the unit.

32.03 The Division agrees there shall be no layoffs of employees who are on permanent staff and that no permanent employee shall have their hours of work reduced.

**ARTICLE 33 SEXUAL HARASSMENT**

33.01 The Division and the Union agree that no form of sexual harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Division and the Union.

**ARTICLE 34 RESPECTFUL WORKPLACE**

The Division and the Union jointly affirm that every employee in the work force shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the Division and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well being and/or undermine work relationships between employees in the Union and productivity.

IN WITNESS WHEREOF the Union has hereunto affixed its seal, duly attested by its proper officers in that behalf, and the Division has hereunto affixed its corporate seal, duly attested by its proper officers in that behalf, the day and year first above written.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 110**

**THE WINNIPEG SCHOOL DIVISION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_

---

Secretary

---

Secretary-Treasurer

---

Negotiating Committee Chairperson

---

Negotiation Committee Member

---

Negotiation Committee Member

---

Negotiation Committee Member

---

Negotiation Committee Member

---

Negotiation Committee Member

**SCHEDULE "A"****a) 2009-2010 AND 2010-2011 SCHOOL YEAR:****RATES OF PAY GROUP "A" - CARETAKING STAFF**

<b><u>CLASSIFICATIONS</u></b>	July 5, 2009		June 28, 2010		Dec. 27, 2010	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b><u>Class I School</u></b> - less than 2 Group A Caretaking Staff including <b>Head Caretaker</b>	\$1,676.00	\$20.95	\$1,698.40	\$21.23	\$1,720.80	\$21.51
<b><u>Class II School</u></b> - 2 or more Group A Caretaking Staff but less than 3 including <b>Head Caretaker</b>	1,685.60	21.07	1,708.00	21.35	1,730.40	21.63
<b><u>Class III School</u></b> - 3 or more Group A Caretaking Staff but less than 4 including <b>Head Caretaker</b>	1,705.60	21.32	1,728.00	21.60	1,750.40	21.88
<b><u>Class IV School</u></b> - 4 or more Group A Caretaking Staff but less than 6 including <b>Head Caretaker</b> <b>Chief Caretaker</b>	1,724.80 1,864.00	21.56 23.30	1,747.20 1,886.40	21.84 23.58	1,769.60 1,908.80	22.12 23.86
<b><u>Class V School</u></b> - 6 or more Group A Caretaking Staff but less than 10 including <b>Head Caretaker</b> <b>Chief Caretaker</b>	1,768.00 1,903.20	22.10 23.79	1,790.40 1,925.60	22.38 24.07	1,812.80 1,948.00	22.66 24.35
<b><u>Class VI School</u></b> - 10 or more Group A Caretaking Staff but less than 15 including <b>Head Caretaker</b> <b>Chief Caretaker</b>	1,816.00 1,957.60	22.70 24.47	1,838.40 1,980.00	22.98 24.75	1,860.80 2,002.40	23.26 25.03
<b><u>Class VII School</u></b> - 15 or more Group A Caretaking Staff but less than 20 including <b>Head Caretaker</b> <b>Chief Caretaker</b>	1,880.00 2,023.20	23.50 25.29	1,902.40 2,045.60	23.78 25.57	1,924.80 2,068.00	24.06 25.85
<b><u>Class VIII School</u></b> - 20 or more Group A Caretaking Staff including <b>Head Caretaker</b> <b>Chief Caretaker</b>	1,944.80 2,079.20	24.31 25.99	1,967.20 2,101.60	24.59 26.27	1,989.60 2,124.00	24.87 26.55
<b>Assistant Chief Caretaker</b>	1,740.00	21.75	1,762.40	22.03	1,784.80	22.31
<b>Caretaker 1</b>	1,636.80	20.46	1,659.20	20.74	1,681.60	21.02
<b>Caretaker 2</b>	1,676.00	20.95	1,698.40	21.23	1,720.80	21.51
<b>Assistant Caretaker</b> - first year - second year - third year - fourth year	1,492.80 1,532.00 1,569.60 1,604.00	18.66 19.15 19.62 20.05	1,515.20 1,554.40 1,592.00 1,626.40	18.94 19.43 19.90 20.33	1,537.60 1,576.80 1,614.40 1,648.80	19.22 19.71 20.18 20.61
<b>Cleaner</b>	1,448.00	18.10	1,470.40	18.38	1,492.80	18.66
<b>Carpet Cleaner</b>	1636.80	20.46	1659.20	20.74	1681.60	21.02
<b>Substitute Caretaker</b>	1,301.60	16.27	1,324.00	16.55	1,346.40	16.83
<b>Substitute Cleaner</b>	1,301.60	16.27	1,324.00	16.55	1,346.40	16.83

**Caretaker Classification**

In those schools where the classification of Caretaker is to be implemented, implementation shall be as follows:

1. Where the incumbent holds a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate, the classification of Caretaker shall become effective September 1, 1984, or the date that the incumbent assumed the position, whichever is later.
2. Where the incumbent does not hold a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate the classification of Caretaker shall become effective:
  - (a) on the date the incumbent secures a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate;
  - (b) the date the position is filled by an employee who holds a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate.

**GROUP "A" EMPLOYEES HIRED BEFORE JANUARY 1, 1982 - PROMOTIONS AND TRANSFERS**

Group "A" employees hired before January 1, 1982

1. shall be appointed to the staff of the Division;
2. shall not be permitted to apply for promotion into more senior Group "A" positions which require a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate or better;
3. can apply for lateral transfer to any position identified as a cleaner position, and upon such transfer will move into position and maintain Assistant Caretaker classification and wage rate;
4. the Union shall encourage those individuals who do not have Fifth (5<sup>th</sup>) Class Power Engineer's Certificate to obtain a Fifth (5<sup>th</sup>) Class Certificate.

**RATES OF PAY GROUP "B" - CONSTRUCTION STAFF**

<b><u>CLASSIFICATIONS</u></b>	July 5, 2009		June 28, 2010		Dec. 27, 2010	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>Flooring Installer</b>	2,099.20	26.24	2,110.40	26.38	2,121.60	26.52
<b>Roofer</b>	2,099.20	26.24	2,110.40	26.38	2,121.60	26.52
<b>Equipment Repairperson</b>	1,700.80	21.26	1,723.20	21.54	1,745.60	21.82

Construction Staff engaging in work at a height of forty (40) feet or over from the ground or floor level as the case may be, and requiring the use of swing-stages, scaffolds not firmly tied to a solid structure, ladders and bosun's chairs, shall be paid Twenty-five Cents (25¢) per hour (above the regular rates of pay).

**RATES OF PAY GROUP "C" - MECHANICAL STAFF**

<b><u>CLASSIFICATIONS</u></b>	July 5, 2009		June 28, 2010		Dec. 27, 2010	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>Welder (High Pressure)</b>	2,211.20	27.64	2,233.60	27.92	2,256.00	28.20
<b>Welder</b>	2,177.60	27.22	2,200.00	27.50	2,222.40	27.78
<b>Metal Worker</b>	2,212.80	27.66	2,252.80	28.16	2,292.80	28.66
<b>Industrial Mechanic Class A</b>	2,212.80	27.66	2,252.80	28.16	2,292.80	28.66
<b>Industrial Mechanic Class B</b>	2,156.80	26.96	2,196.80	27.46	2,236.80	27.96

Mechanical Staff engaging in work at a height of forty (40) feet or over from the ground or floor level as the case may be, and requiring the use of swing-stages, scaffolds not firmly tied to a solid structure, ladders and bosun's chairs, shall be paid Twenty-five Cents (25¢) per hour (above the regular rates of pay).

Effective the date of ratification by the Board the Welder shall be paid the hourly rate paid to employees of the Division who are Members of the United Association of journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 254 for all hours worked when doing High Pressure welding.

#### **RATES OF PAY GROUP "D" - STOREKEEPING STAFF**

<b><u>CLASSIFICATIONS</u></b>	July 5, 2009		June 28, 2010		Dec. 27, 2010	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>Storekeeper</b>	\$1,896.80	\$23.71	\$1,919.20	\$23.99	\$1,941.60	\$24.27
<b>Warehouseperson</b>						
- first year	1,569.60	19.62	1,592.00	19.90	1,614.40	20.18
- second year	1,604.00	20.05	1,626.40	20.33	1,648.80	20.61

#### **RATES OF PAY GROUP "E" - PAINTERS**

<b><u>CLASSIFICATIONS</u></b>	July 5, 2009		June 28, 2010		Dec. 27, 2010	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>Journeyman Brush Painters, Roller Painters, and Glaziers</b>	\$2,099.20	\$26.24	\$2,110.40	\$26.38	\$2,121.60	\$26.52

Journeyman Painters, with the exception of the journeyman swing-stage painters, engaged in work at a height of forty (40) feet or over from the ground or floor level, as the case may be, shall be paid Twenty-five Cents (25¢) per hour above the regular rates of pay.

Journeyman swing-stage painters, while working as swing-stage painters, shall be paid twenty-five cents (25¢) per hour above the journeyman rate effective from the date and during the period so employed.

Journeyman Spray Painters, while working as spray painters shall be paid forty cents (40¢) per hour above the journeyman rate effective from the date and during the period so employed. The increase in premium shall be effective the date of signing.

A Journeyman Painter, while working as a paperhanger shall be paid Twenty-five Cents (25¢) per hour above the journeyman rate effective from the date and during the period so employed.

A Journeyman Painter may be designated by the Director of Buildings as Head Glazier. Any Journeyman Painter so designated shall be paid at five percent (5%) per hour above the journeyman rate effective from the date and during the period so designated.

Any journeyman placed in charge of a job as a Lead Hand and in charge of four (4) men or more shall be paid at five percent (5%) per hour above the journeyman rate effective from the date and during the period so employed.

#### **RATES OF PAY GROUP "F" - LABOURER/UTILITY/BUILDING TRADES ASSISTANT**

<b><u>CLASSIFICATIONS</u></b>	July 5, 2009		June 28, 2010		December 27, 2010	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>General Labourer (High School Students)</b>	\$900.00	\$11.25	\$922.40	\$11.53	\$944.80	\$11.81
<b>Seasonal Labourer (University Students)</b>	1,280.00	16.00	1,302.40	16.28	1,324.80	16.56
<b>Utility Worker</b>						
- Year 1	1,482.40	18.53	1,504.80	18.81	1,527.20	19.09
- Year 2	1,492.80	18.66	1,515.20	18.94	1,537.60	19.22
- Year 3	1,552.80	19.41	1,575.20	19.69	1,597.60	19.97
<b>Building Trades Assistant</b>	1,650.40	20.63	1,672.80	20.91	1,695.20	21.19
<b>Charge Hand</b>						

1,829.60	22.87	1,852.00	23.15	1,874.40	23.43
----------	-------	----------	-------	----------	-------

Effective the date of signing the Skilled Utility Worker and Trades Helper classifications will be considered to be deleted from the Collective Agreement and the classification of Building Trades Assistant will be established. All existing Skilled Utility Workers and Trades Helpers will be reclassified to Building Trades Assistants as of that date.

**Labourer/Utility/Trades Helper** engaging in work at a height of forty (40) feet or over from the ground or floor level as the case may be, and requiring the use of swing-stages, scaffolds not firmly tied to a solid structure, ladders and bosun's chairs, shall be paid Twenty-five Cents (25¢) per hour (above the regular rates of pay).

### **TEMPORARY STAFF**

Schedule rate is applicable to the appropriate classification.

### **NOTES:**

1. Annual increments where applicable, will become effective from the first day of the pay period next following the pay period in which the anniversary date occurs, except when the anniversary date is the first day of the pay period, in which case the increment shall take effect from that day.
2. All employees who are in the service of the Division and are covered by the terms of this Agreement shall be paid at the hourly rate of pay for their classification.
3. Casual labourers employed in any capacity shall be paid at the salary rate for Utility Worker, Year 1 in effect in the initial year of that category.

## b) 2011-2012 AND 2012-2013 SCHOOL YEAR:

**RATES OF PAY GROUP "A" - CARETAKING STAFF**

<b><u>CLASSIFICATIONS</u></b>	June 27, 2011		Dec 26, 2011		Jun 25, 2012		Jan 7, 2013	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b><u>Class I School</u></b> - less than 2 Group A Caretaking Staff including <b>Head Caretaker</b>	\$1,741.60	\$21.77	\$1,763.20	\$22.04	\$1,784.80	\$22.31	\$1,805.60	\$22.57
<b><u>Class II School</u></b> - 2 or more Group A Caretaking Staff but less than 3 including <b>Head Caretaker</b>	1,751.20	21.89	1,772.80	22.16	1,794.40	22.43	1,815.20	22.69
<b><u>Class III School</u></b> - 3 or more Group A Caretaking Staff but less than 4 including <b>Head Caretaker</b>	1,771.20	22.14	1,792.80	22.41	1,814.40	22.68	1,835.20	22.94
<b><u>Class IV School</u></b> - 4 or more Group A Caretaking Staff but less than 6 including <b>Head Caretaker</b>	1,790.40	22.38	1,812.00	22.65	1,833.60	22.92	1,854.40	23.18
<b>Chief Caretaker</b>	1,929.60	24.12	1,951.20	24.39	1,972.80	24.66	1,993.60	24.92
<b><u>Class V School</u></b> - 6 or more Group A Caretaking Staff but less than 10 including <b>Head Caretaker</b>	1,833.60	22.92	1,855.20	23.19	1,876.80	23.46	1,897.60	23.72
<b>Chief Caretaker</b>	1,968.80	24.61	1,990.40	24.88	2,012.00	25.15	2,032.80	25.41
<b><u>Class VI School</u></b> - 10 or more Group A Caretaking Staff but less than 15 including <b>Head Caretaker</b>	1,881.60	23.52	1,903.20	23.79	1,924.80	24.06	1,945.60	24.32
<b>Chief Caretaker</b>	2,023.20	25.29	2,044.80	25.56	2,066.40	25.83	2,087.20	26.09
<b><u>Class VII School</u></b> - 15 or more Group A Caretaking Staff but less than 20 including <b>Head Caretaker</b>	1,945.60	24.32	1,967.20	24.59	1,988.80	24.86	2,009.60	25.12
<b>Chief Caretaker</b>	2,088.80	26.11	2,110.40	26.38	2,132.00	26.65	2,152.80	26.91
<b><u>Class VIII School</u></b> - 20 or more Group A Caretaking Staff including <b>Head Caretaker</b>	2,010.40	25.13	2,032.00	25.40	2,053.60	25.67	2,074.40	25.93
<b>Chief Caretaker</b>	2,144.80	26.81	2,166.40	27.08	2,188.00	27.35	2,208.80	27.61
<b>Assistant Chief Caretaker</b>	1,805.60	22.57	1,827.20	22.84	1,848.80	23.11	1,869.60	23.37
<b>Caretaker 1</b>	1,702.40	21.28	1,724.00	21.55	1,745.60	21.82	1,766.40	22.08
<b>Caretaker 2</b>	1,741.60	21.77	1,763.20	22.04	1,784.80	22.31	1,805.60	22.57
<b>Assistant Caretaker</b> - first year	1,558.40	19.48	1,580.00	19.75	1,601.60	20.02	1,622.40	20.28
- second year	1,597.60	19.97	1,619.20	20.24	1,640.80	20.51	1,661.60	20.77
- third year	1,635.20	20.44	1,656.80	20.71	1,678.40	20.98	1,699.20	21.24
- fourth year	1,669.60	20.87	1,691.20	21.14	1,712.80	21.41	1,733.60	21.67
<b>Cleaner</b>	1,513.60	18.92	1,535.20	19.19	1,556.80	19.46	1,577.60	19.72
<b>Carpet Cleaner</b>	1,702.40	21.28	1,724.00	21.55	1,745.60	21.82	1,766.40	22.08
<b>Substitute Caretaker</b>	1,367.20	17.09	1,388.80	17.36	1,410.40	17.63	1,431.20	17.89
<b>Substitute Cleaner</b>	1,367.20	17.09	1,388.80	17.36	1,410.40	17.63	1,431.20	17.89

Caretaker Classification is to be implemented as of September 1, 1984 in schools where incumbents hold Fifth Class Power Engineer's Certificates and through attrition where the incumbents do not hold Fifth Class Power Engineer's Certificates.

**Caretaker Classification**

In those schools where the classification of Caretaker is to be implemented, implementation shall be as follows:

1. Where the incumbent holds a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate, the classification of Caretaker shall become effective September 1, 1984, or the date that the incumbent assumed the position, whichever is later.
2. Where the incumbent does not hold a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate the classification of Caretaker shall become effective:
  - (a) on the date the incumbent secures a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate;
  - (b) the date the position is filled by an employee who holds a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate.

**GROUP "A" EMPLOYEES HIRED BEFORE JANUARY 1, 1982 - PROMOTIONS AND TRANSFERS**

Group "A" employees hired before January 1, 1982

1. shall be appointed to the staff of the Division;
2. shall not be permitted to apply for promotion into more senior Group "A" positions which require a Fifth (5<sup>th</sup>) Class Power Engineer's Certificate or better;
3. can apply for lateral transfer to any position identified as a cleaner position, and upon such transfer will move into position and maintain Assistant Caretaker classification and wage rate;
4. the Union shall encourage those individuals who do not have Fifth (5<sup>th</sup>) Class Power Engineer's Certificate to obtain a Fifth (5<sup>th</sup>) Class Certificate.

**RATES OF PAY GROUP "B" - CONSTRUCTION STAFF**

<b><u>CLASSIFICATIONS</u></b>	June 27, 2011		Dec 26, 2011		Jun 25, 2012		Jan 7, 2013	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>Flooring Installer</b>	2,132.00	26.65	2,143.20	26.79	2,153.60	26.92	2,164.00	27.05
<b>Roofer</b>	2,132.00	26.65	2,143.20	26.79	2,153.60	26.92	2,164.00	27.05
<b>Equipment Repairperson</b>	1,766.40	22.08	1,788.00	22.35	1,809.60	22.62	1,830.40	22.88

Construction Staff engaging in work at a height of forty (40) feet or over from the ground or floor level as the case may be, and requiring the use of swing-stages, scaffolds not firmly tied to a solid structure, ladders and bosun's chairs, shall be paid Twenty-five Cents (25¢) per hour (above the regular rates of pay).

**RATES OF PAY GROUP "C" - MECHANICAL STAFF**

<b><u>CLASSIFICATIONS</u></b>	June 27, 2011		Dec 26, 2011		Jun 26, 2012		Jan 7, 2013	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>Welder (High Pressure)</b>	2,276.80	28.46	2,298.40	28.73	2,320.00	29.00	2,340.80	29.26
<b>Welder</b>	2,243.20	28.04	2,264.80	28.31	2,286.40	28.58	2,307.20	28.84
<b>Metal Worker</b>	2,332.80	29.16	2,372.80	29.66	2,412.80	30.16	2,452.80	30.66
<b>Industrial Mechanic Class A</b>	2,332.80	29.16	2,372.80	29.66	2,394.40	29.93	2,415.20	30.19
<b>Industrial Mechanic Class B</b>	2,276.80	28.46	2,316.80	28.96	2,338.40	29.23	2,359.20	29.49

Mechanical Staff engaging in work at a height of forty (40) feet or over from the ground or floor level as the case may be, and requiring the use of swing-stages, scaffolds not firmly tied to a solid structure, ladders and bosun's chairs, shall be paid Twenty-five Cents (25¢) per hour (above the regular rates of pay).



**RATES OF PAY GROUP "D" - STOREKEEPING STAFF**

<b><u>CLASSIFICATIONS</u></b>	June 27, 2011		Dec 26, 2011		June 25, 2012		Jan 7, 2013	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>Storekeeper</b>	\$1,962.40	\$24.53	\$1,984.00	\$24.80	\$2,005.60	\$25.07	\$2026.40	\$25.33
<b>Warehouseperson</b>								
- first year	1,635.20	20.44	1,656.80	20.71	1,678.40	20.98	1,699.20	21.24
- second year	1,669.60	20.87	1,691.20	21.14	1,712.80	21.41	1,733.60	21.67

**RATES OF PAY GROUP "E" - PAINTERS**

<b><u>CLASSIFICATIONS</u></b>	June 27, 2011		Dec 26, 2011		June 25, 2012		Jan 7, 2013	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>Journeyman Brush Painters, Roller Painters, and Glaziers</b>	\$2,132.00	\$26.65	\$2,143.20	\$26.79	\$2,153.60	\$26.92	\$2,164.00	\$27.05

Journeyman Painters, with the exception of the journeyman swing-stage painters, engaged in work at a height of forty (40) feet or over from the ground or floor level, as the case may be, shall be paid Twenty-five Cents (25¢) per hour above the regular rates of pay.

Journeyman swing-stage painters, while working as swing-stage painters, shall be paid twenty-five cents (25¢) per hour above the journeyman rate effective from the date and during the period so employed.

Journeyman Spray Painters, while working as spray painters shall be paid forty cents (40¢) per hour above the journeyman rate effective from the date and during the period so employed. The increase in premium shall be effective the date of signing.

A Journeyman Painter, while working as a paperhanger shall be paid Twenty-five Cents (25¢) per hour above the journeyman rate effective from the date and during the period so employed.

A Journeyman Painter may be designated by the Director of Buildings as Head Glazier. Any Journeyman Painter so designated shall be paid at five percent (5%) per hour above the journeyman rate effective from the date and during the period so designated.

Any journeyman placed in charge of a job as a Lead Hand and in charge of four (4) men or more shall be paid at five percent (5%) per hour above the journeyman rate effective from the date and during the period so employed.

**RATES OF PAY GROUP "F" - LABOURER/UTILITY/BUILDING TRADES ASSISTANT**

<b><u>CLASSIFICATIONS</u></b>	June 27, 2011		Dec 26, 2011		June 25, 2012		Jan 7, 2013	
	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly	Bi-Weekly	Hourly
<b>General Labourer (High School Students)</b>	\$965.60	\$12.07	\$987.20	\$12.34	\$1,008.80	\$12.61	\$1,029.60	\$12.87
<b>Seasonal Labourer (University Students)</b>	1,345.60	16.82	1,367.20	17.09	1,388.80	17.36	1409.60	17.62
<b>Utility Worker</b>								
- Year 1	1,548.00	19.35	1,569.60	19.62	1,591.20	19.89	1,612.00	20.15
- Year 2	1,558.40	19.48	1,580.00	19.75	1,601.60	20.02	1,622.40	20.28
- Year 3	1,618.40	20.23	1,640.00	20.50	1,661.60	20.77	1,682.40	21.03
<b>Building Trades Assistant</b>	1,716.00	21.45	1,737.60	21.72	1,759.20	21.99	1,780.00	22.25
<b>Charge Hand</b>	1,895.20	23.69	1,916.80	23.96	1,938.40	24.23	1,959.20	24.49

**Labourer/Utility/Trades Helper** engaging in work at a height of forty (40) feet or over from the ground or floor level as the case may be, and requiring the use of swing-stages, scaffolds not firmly tied to a solid structure, ladders and bosun's chairs, shall be paid Twenty-five Cents (25¢) per hour (above the regular rates of pay).

**TEMPORARY STAFF**

Schedule rate is applicable to the appropriate classification.

**NOTES:**

1. Annual increments where applicable, will become effective from the first day of the pay period next following the pay period in which the anniversary date occurs, except when the anniversary date is the first day of the pay period, in which case the increment shall take effect from that day.
2. All employees who are in the service of the Division and are covered by the terms of this Agreement shall be paid at the hourly rate of pay for their classification.
3. Casual labourers employed in any capacity shall be paid at the salary rate for Utility Worker, Year 1 in effect in the initial year of that category.

**SCHEDULE "C"**

**Local 110 Canadian Union of Public Employees**  
**Affiliated with the Canadian Labour Congress**  
**725 Wall Street, Winnipeg, MB R3C 4M6**

Executive Board

<b>President</b>	<b>Terry Egan</b>
Vice-President	Nirmal Sidhu
Treasurer	Russell Premack
Secretary	Nelson Petrash
Warden	Charlie Morrison

Shop Stewards

Chief Steward	Fred Lake
Utility Department	Gary Mages
Mechanical Department	Bruce Morton
Painting Department	Phil Brown
Head Caretakers	Gerry Flood
Assistant Caretakers	Nestor Conti Fred Lake

Note: Cleaners covered by Assistant Caretaker's Rep.

**Memorandum of Agreement**

**between**

**The Winnipeg School Division**

**and**

**The Canadian Union of Public Employees, Local 110**

**Dated the 16<sup>th</sup> day of November, 2009**

**Requests for Union Business Leave**

The following sets out the understanding reached between The Winnipeg School Division and the Canadian Union of Public Employees, Local 110, regarding the Procedure for Processing requests for Union Business Leave of Absence.

1. All requests for Union Business Leave of Absence shall be submitted on the form entitled "Request for Union/Association Business Leave of Absence."
2. Each Union Representative shall be responsible for submitting his/her own "Request for Union/Association Business Leave of Absence" form.
3. Each request must be completed in detail, specifying the date(s), time(s), reason for request and whether leave is at the Union's or Division's expense or a combined expense. (NOTE: The Division shall have the final authority for determining where the expense is charged).
4. Each request, with the exception of unforeseen circumstances and emergency situations as referred to in points 7 and 8 herein, shall be submitted "at least ten days in advance" to:

**Custodial Section - Principal, Building Manager and/or Designate  
Construction, Mechanical & Paint Sections - District Maintenance Manager  
Stores Section - Maintenance Coordinator**

**EXAMPLES:** Pre-scheduled negotiations, CUPE Conferences and Professional Development courses, liaison meetings with Administration and/or Trustees, National Office Business meetings, except those called on short notice.

5. Upon receipt of a request(s), the appropriate Principal/Supervisor identified in step 4 above shall be responsible for authorizing the request for leave of absence. Once the request has been authorized by the appropriate Principal/Supervisor, a copy of the completed (authorized) request shall be returned to:
  - (1) The Union Representative requesting the leave
  - (2) Payroll Department
  - (3) Principal/Supervisor
  - (4) Union
  - (5) File Copy
6. All Union Representatives requesting a leave of absence for Union Business, with the exception of emergency situations as defined in Point 8 below, are required to obtain signed authorization prior to leaving the worksite.
7. In unforeseen circumstances where a request(s) for Union Business Leave of Absence form cannot be submitted and authorized ten days in advance, as specified in Point 4 herein, then a minimum 24 hours written notice shall be provided to the appropriate Principal/Supervisor and the individual(s) requesting such leave of absence shall not be eligible to leave their worksite until signed authorization is obtained.

**EXAMPLES:** Short notice negotiations, discipline meetings called by Administration, Principals and/or Supervisors, grievance hearings, etc.

8. In emergency situations where a request(s) for Union Business Leave of Absence cannot be submitted either ten days or 24 hours in advance for signed authorization, the individual requesting the Leave of Absence shall be required to contact the appropriate Principal/Supervisor and obtain verbal authorization to be absent from their worksite. Within one day of receiving such verbal authorization the individual shall submit a formal "Request for Union/Association Business Leave of Absence" for processing in accordance with steps 1 through 5 identified herein.

**EXAMPLES:** Unscheduled discipline meetings called by Administration, issues/complaints of a critical nature such as substance abuse, harassment, etc.

9. In those instances where the Union wishes to conduct business with an employee (CUPE member) on or within the Division premises, the Union must first report to the school/building office and obtain authorization to be in the school/building before conducting such business. Upon obtaining appropriate authorization, such business shall be:

- (1) held at times as shall minimize interference with the Division's operation;
- (2) held whenever possible during the employee's allocated lunch and/or coffee breaks. However, when this is not practical; held during the employee's working hours. Business/meetings held during regular working hours shall normally not exceed 10 minutes in duration, unless otherwise authorized by the Principal/Supervisor.

**IN WITNESS WHEREOF** the Union has hereunto affixed its seal, duly attested by its proper officers in that behalf, and the Division has hereunto affixed its corporate seal, duly attested by its proper officers in that behalf, the day and year first above written.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 110**

**THE WINNIPEG SCHOOL DIVISION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Negotiation Committee Chairperson

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_



**The Winnipeg School Division**

1577 Wall Street East, Winnipeg, Manitoba R3E 2S5  
Telephone: (204) 775-0231  
Fax: (204) 772-6464  
Email: pclarke@wsd1.org

**P.E. Clarke M.Ed  
Superintendent**

November 16, 2009

Mr. Terry Egan, President  
Canadian Union of Public Employees, Local 110  
1500 Wall Street  
Winnipeg, MB R3E 2S4

Dear Mr. Egan:

**Re: Letter of Understanding, Afternoon Shift Change, Group "A" Caretaking Staff**

The following sets out the basis of an understanding made between *The Winnipeg School Division* and the *Canadian Union of Public Employees, Local 110* regarding shift changes.

The parties have agreed that where it deems it desirable, the Division may schedule an afternoon shift, which would be comprised of consecutive hours worked between the hours of eleven o'clock a.m. (11:00 hours) and twelve o'clock midnight (24:00 hours).

Yours sincerely,

Pauline Clarke  
Chief Superintendent

This will confirm the Union's agreement with the understanding set forth in the above letter.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 110**

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiation Committee Chairperson

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member



**The Winnipeg School Division**  
1577 Wall Street East, Winnipeg, Manitoba R3E 2S5  
Telephone: (204) 775-0231  
Fax: (204) 772-6464  
Email: pclarke@wsd1.org

**P.E. CLARKE M.Ed.**  
Chief Superintendent

November 16, 2009

Mr. Terry Egan, President  
Canadian Union of Public Employees, Local 110  
1500 Wall Street  
Winnipeg, MB R3E 2S4

Dear Mr. Egan:

**Re: Letter of Understanding, Handyman Duties**

During the recently concluded negotiations for a Collective Agreement, the Division and the Canadian Union of Public Employees, Local 110 agreed that employees in Group "A" - Caretaking Staff would perform minor repairs or handyman duties in buildings to which they were assigned.

A list of anticipated duties will be developed by the Division in consultation with the Union.

Yours sincerely,

Pauline Clarke  
Chief Superintendent

This will confirm the Union's agreement with the understanding set forth in the above letter.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 110**

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiation Committee Chairperson

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member



**The Winnipeg School Division**  
 1577 Wall Street East, Winnipeg, Manitoba R3E 2S5  
 Telephone: (204) 775-0231  
 Fax: (204) 783-0118

**RENÉ APPELMANS**  
**SECRETARY-TREASURER**

November 16, 2009

Mr. Terry Egan, President  
 Canadian Union of Public Employees, Local 110  
 1500 Wall Street  
 Winnipeg, MB R3E 2S4

Dear Mr. Egan:

**Re: Sick Leave**

During the recently concluded negotiations for a new Collective Agreement, the Division and the Canadian Union of Public Employees, Local 110 agreed to modify Article 8.02 – Sick Leave.

It is the intent of the parties that the meaning put to this clause is that employees will accumulate sick leave on a month-to-month basis. For greater clarity, for those employees not grandfathered above, the maximum accumulation, unused sick leave will be accumulated and carried forward at the end of each month of continuous service up to a maximum of one hundred and eighty (180) days. Grandfathered employees will not begin to accumulate sick leave until their accumulation is reduced to below 180 days.

Yours sincerely,

René Appelmans  
 Secretary-Treasurer

This will confirm the Union's agreement with the understanding set forth in the above letter.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 110**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 Negotiation Committee Chairperson

\_\_\_\_\_  
 Negotiation Committee Member

\_\_\_\_\_  
 Negotiation Committee Member

\_\_\_\_\_  
 Negotiation Committee Member

\_\_\_\_\_  
 Negotiation Committee Member

\_\_\_\_\_  
 Negotiation Committee Member

\_\_\_\_\_







**The Winnipeg School Division**  
1577 Wall Street East, Winnipeg, Manitoba R3E 2S5  
Telephone: (204) 775-0231  
Fax: (204) 772-6464  
Email: pclarke@wsd1.org

**P.E. CLARKE M.Ed.**  
Chief Superintendent

November 16, 2009

Mr. Terry Egan, President  
Canadian Union of Public Employees, Local 110  
1500 Wall Street  
Winnipeg, MB R3E 2S4

Dear Mr. Egan:

**Re: Letter of Understanding - Modified Hours**

During the recently concluded negotiations for a Collective Agreement, the Division and the Canadian Union of Public Employees, Local 110 agreed to discuss alternative shift arrangements/ daily hours of work for Group "A" - Caretaking Staff.

If agreement is reached on a modified shift pattern and/or daily hours of work, the Division and Union agree to modify the appropriate Article(s) in the Collective Agreement.

It is agreed if the shift pattern extends beyond the regular daily hours of work but averages forty (40) hours per work week cycle that any such work will be at the employees' straight time rate of pay.

Yours sincerely,

Pauline Clarke  
Chief Superintendent

This will confirm the Union's agreement with the understanding set forth in the above letter as of this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 110**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiation Committee Chairperson

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member



**The Winnipeg School Division**  
 1577 Wall Street East, Winnipeg, Manitoba R3E 2S5  
 Telephone: (204) 775-0231  
 Fax: (204) 772-6464  
 Email: pclarke@wsd1.org

**P.E. CLARKE M.Ed.**  
**Chief Superintendent**

November 16, 2009

Mr. Terry Egan, President  
 Canadian Union of Public Employees, Local 110  
 1500 Wall Street  
 Winnipeg, MB R3E 2S4

Dear Mr. Egan:

**Re: Letter of Understanding – Article 3.05 – Recognition and Negotiation – Group “F” Labourer/Utility/Trades Helper**

The following sets out the understanding reached between the Winnipeg School Division and the Canadian Union of Public Employees, Local 110, regarding the Utility/Trades Helper classifications.

It has been agreed to amend Group “F” effective the date of signing to eliminate all individual job descriptions (such as filter coil cleaner, truck driver, etc.). The utility worker position will encompass these duties. Any utility worker may be assigned responsibilities based on their availability and the needs of the Division.

It has been agreed that effective the date of signing, the classifications of Trades Helper and Skilled Utility Worker will be merged into one classification of Building Trades Assistant. The individuals in this classification will perform tasks of a semi-skilled nature with little supervision and/or will assist tradespersons in the completion of their duties.

Individuals in this classification will be assigned responsibility based on their availability and the needs of the Division.

All future job postings will include a requirement for some formal training and experience in building construction and/or maintenance.

The Division will make training available for employees who may wish to upgrade their skills in the areas identified as job requirements.

Yours sincerely,

Pauline Clarke  
 Chief Superintendent

This will confirm the Union’s agreement with the understanding set forth in the above letter as of this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 110**

- \_\_\_\_\_  
President
- \_\_\_\_\_  
Secretary
- \_\_\_\_\_  
Negotiation Committee Chairperson
- \_\_\_\_\_  
Negotiation Committee Member
- \_\_\_\_\_  
Negotiation Committee Member
- \_\_\_\_\_  
Negotiation Committee Member
- \_\_\_\_\_  
Negotiation Committee Member
- \_\_\_\_\_  
Negotiation Committee Member



**The Winnipeg School Division**  
 1577 Wall Street East, Winnipeg, Manitoba R3E 2S5  
 Telephone: (204) 775-0231  
 Fax: (204) 772-6464  
 Email: pclarke@wsd1.org

**P.E. CLARKE M.Ed.**  
**Chief Superintendent**

November 16, 2009

Mr. Terry Egan, President  
 Canadian Union of Public Employees, Local 110  
 1500 Wall Street  
 Winnipeg, MB R3E 2S4

Dear Mr. Egan:

**Re: Letter of Understanding – Staffing of Alternative Shifts**

The following sets out the understanding reached between the Winnipeg School Division and the Canadian Union of Public Employees, Local 110, regarding the staffing of Alternative Shifts.

If the Division establishes a shift beyond the regular work day it shall use the following procedure:

- a) Staff will be asked if anyone wishes to work the alternate shift. If a staff member(s) volunteers, that staff member(s) shall be selected.
- b) If no one from the staff wishes to work the alternate shift the Division shall have the right to appoint the junior staff member(s) in the classification to the alternate shift.
- c) New employees (hired after January 1, 2006) to positions within the maintenance staff shall be informed that regardless of the foregoing protocol, they may be assigned to work an alternate shift pattern.
- d) At least four (4) weeks prior to the implementation of an extended alternative shift the Division shall meet with representatives of the Union to discuss the rationale for and details of the proposed shift.

Yours sincerely,

Pauline Clarke  
 Chief Superintendent

This will confirm the Union's agreement with the understanding set forth in the above letter as of this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 110**

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 Negotiation Committee Chairperson

\_\_\_\_\_  
 Negotiation Committee Member

\_\_\_\_\_  
 Negotiation Committee Member

\_\_\_\_\_  
 Negotiation Committee Member

\_\_\_\_\_  
 Negotiation Committee Member

\_\_\_\_\_  
 Negotiation Committee Member



**Memorandum of Agreement**

This Agreement made and entered as of this 16th day of November, A.D., 2009.

BETWEEN:

**THE WINNIPEG SCHOOL DIVISION**  
(Hereinafter referred to as the "Division")

OF THE FIRST PART,

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 110**  
(Hereinafter referred to as the "Union")

OF THE SECOND PART.

Notwithstanding anything to the contrary, the Union acknowledges that the Division has the flexibility to determine how work and services provided by members of the bargaining unit will be delivered in the Division, vary the number of positions in a classification within the staff complement provided the total number of employees in the bargaining unit is not reduced, and how the staff complement will be allocated to maximize the efficiency of the workforce.

A change is how work or services are delivered or how the number of positions are varied within a classification or allocated may be implemented after consultation with the Union. Any change shall be accomplished taking into consideration seniority, where appropriate, and that the total number of permanent employees within the bargaining unit shall not be reduced. If these considerations are not met the Union reserves its right to grieve.

**IN WITNESS WHEREOF** the Union has hereunto affixed its seal, duly attested by its proper officers in that behalf, and the Division has hereunto affixed its corporate seal, duly attested by the proper officers in that behalf, the day and year first above written.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 110**

**THE WINNIPEG SCHOOL DIVISION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Negotiation Committee Chairperson

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiations Committee Member

\_\_\_\_\_  
Negotiations Committee Member

\_\_\_\_\_  
Negotiations Committee Member

\_\_\_\_\_  
Negotiations Committee Member

\_\_\_\_\_  
Negotiations Committee Member

**Memorandum of Agreement**

This Agreement made and entered as of this 14<sup>th</sup> day of December, A.D., 2009.

BETWEEN:

**THE WINNIPEG SCHOOL DIVISION**  
(Hereinafter referred to as the "Division")

OF THE FIRST PART,

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 110**  
(Hereinafter referred to as the "Union")

OF THE SECOND PART.

The Parties have agreed that the provisions of Article 32.02 stating that there will be no reduction in the number of positions in the unit will be waived in order that the Division may reduce the number of positions in the bargaining unit by twelve (12). These reductions will be achieved through attrition of staff. The positions may be utilized as deemed appropriate by the Division. The Division will notify the Union of any deletion of permanent positions in the bargaining unit. This agreement shall continue in full force and effect from Collective Agreement to Collective Agreement until the Division has achieved the reduction. Once the Division has achieved the reduction of twelve (12) positions this agreement will become null and void.

**IN WITNESS WHEREOF** the Union has hereunto affixed its seal, duly attested by its proper officers in that behalf, and the Division has hereunto affixed its corporate seal, duly attested by the proper officers in that behalf, the day and year first above written.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
Local 110**

**THE WINNIPEG SCHOOL DIVISION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Negotiation Committee Chairperson

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

\_\_\_\_\_  
Negotiation Committee Member

## Reference

Accommodation and Clothing .....	15	Memo of Agreement – Work and Positions .....	end
Adverse Reports .....	20	Memo of Agreement – Article 32.02 .....	end
Arbitration .....	15	Metal Worker .....	3, 24, 28
Assistant Chief Caretaker .....	2, 12, 13, 18, 23, 27	Overtime .....	7
Assistant Caretaker .....	2, 23, 27	Painters .....	3, 25, 29
Bereavement Leave .....	11	Pension and Disability Fund .....	20
Building Trades Assistant .....	3, 25, 29	Permanent Staff .....	4
Caretaker 1 .....	2, 23, 27	Personnel File & Adverse Reports .....	20
Caretaker 2 .....	2, 23, 27	Pipe Insulator .....	3
Carpet Cleaner .....	, 2, 27	Plural or Feminine Terms May Apply .....	21
Chargehand .....	3, 25, 29	Position .....	4
Check-off of Union Dues .....	17	Promotions and Staff Changes .....	12
Chief Caretaker .....	2, 23, 27	Purpose .....	1
Classification(s) .....	2, 3, 4	Rates of Pay Group "A" - Caretaking Staff .....	23, 27
Classification of Employees .....	17	Rates of Pay Group "B" - Construction Staff .....	24, 28
Cleaner .....	2, 23, 27	Rates of Pay Group "C" - Mechanical Staff .....	24, 28
Clothing and Accommodation .....	15	Rates of Pay Group "D" - Storekeeping Staff .....	25, 29
Continuous Service .....	4	Rates of Pay Group "E" - Painters .....	25, 29
Course Payments .....	20	Rates of Pay Group "F" - Trades Helper/Utility/Labourer .....	25, 29
Definitions .....	4	Recognition And Negotiation .....	1
Direct Deposit .....	16	Respectful Workplace .....	21
Division .....	4	Religious Holy Leave .....	18
Employment Insurance Rebate .....	20	Roofer .....	3, 24, 28
Employment .....	4	Schedule "A" - Rates of Pay .....	16, 23-30
Equipment Repairperson .....	3, 24, 28	Schedule "C" - Executive/Shop Stewards .....	end
Executive Board .....	2, Schedule "C"	Seasonal Labourers .....	25, 29
Flooring Installer .....	3, 24, 28	Security .....	21
General Labourer .....	3, 25, 29	Seniority .....	4
Grievance Procedure .....	13	Service .....	4
Group .....	4	Sexual Harassment .....	21
Group "A" - Caretaking Staff .....	2, 23, 27	Shop Stewards .....	Schedule "C"
Group "B" - Construction Staff .....	3, 24, 28	Sick Leave Provisions .....	8, end
Group "C" - Mechanical Staff .....	3, 24, 28	Storekeeper .....	3, 25, 29
Group "D" - Storekeeping Staff .....	3, 25, 29	Storekeeping Staff .....	25, 29
Group "E" - Certified Journeyman Painters - Glaziers .....	3, 25, 29	Substitute Caretaker .....	23, 27
Group "F" - Labourer/Utility/Building Trades Assistant .....	3, 25, 29	Substitute Cleaner .....	23, 27
Group Life Insurance .....	20	Temporary Replacement .....	11
Harassment .....	21	Temporary Staff .....	4, 26
Head Caretaker .....	2, 23, 27	Term of Agreement and Negotiation for Renewal .....	17
Holidays - Annual Vacations .....	7	Tradesmen's Tools .....	16
Hours of Labour .....	6	Transportation Allowance .....	19
Industrial Mechanic Class A .....	3, 24, 28	Utility Worker .....	3, 25, 29
Industrial Mechanic Class B .....	3, 24, 28	Veteran's Leave .....	18
Job Security .....	21	Warehouseperson .....	3, 25, 29
Lay-off and Recalls .....	13	Welder .....	3, 24, 28
Leave of Absence .....	17	Welder (High Pressure) .....	3, 24, 28
Letter of Understanding – p.m. Shift Change (Caretakers) .....	end	Witness Duty .....	19
Letter of Understanding – Handyman Duties .....	end	Work Directive .....	16
Letter of Understanding – Leadership Dev Program .....	end		
Letter of Understanding – Modified Hours .....	end		
Letter of Understanding – Article 3.05 .....	end		
Letter of Understanding – Staffing of Alternative Shifts .....	end		
Letter of Understanding – Maternity/Adoptive Leave .....	end		
Life Insurance .....	20		
Long Service Leave .....	20		
Management Rights .....	1		
Memo of Agreement – Requests for Union Business Leave .....	end		

