

**AGREEMENT BETWEEN**

**THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 744**

**EFFECTIVE MARCH 1, 2015 TO FEBRUARY 28, 2019**

**#863670**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
1	Preamble	1
2	Definition	1
3	Recognition and Probationary Period	3
4	Management Rights	3
5	No Discrimination	4
6	Union Security and Dues Deduction	4
7	Resolutions and Minutes of the Board of Trustees	4
8	Labour Management Negotiations	5
9	Seniority	5
10	Staff Changes	6
11	Grievance Procedure	8
12	Arbitration	9
13	Discharge/Suspension Cases	10
14	Hours of Work	10
15	Overtime	12
16	General Holidays	14
17	Vacations	14
18	Sick Leave Provisions	16
19	Leave of Absence	18
20	Payment of Wages	21
21	Layoff and Recall	22
22	Safety	23
23	Other Benefits	23
24	Group Benefits	23
25	Contracting Out	23
26	Access to Personnel File	23
27	Retroactive Pay Adjustments	24
28	Term of Agreement	24
	Classification and Salary Scales	25
	Appendix A	31
	Letter of Understanding – Car Insurance Allowance	32
	Letter of Understanding – Benefits & Vacation For IT Employees	33
	Letter of Understanding – Article 17 – Vacations	34
	Letter of Understanding – Computer Technicians Modified Shift	35

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

BETWEEN: ST. JAMES-ASSINIBOIA SCHOOL DIVISION  
of the Province of Manitoba, hereinafter referred to as the  
"Division",

Party of the First Part,

AND LOCAL UNION NO. 744  
of the Canadian Union of Public Employees, hereinafter  
referred to as the "Union",

Party of the Second Part.

#### ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both Parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Division and the Union to promote cooperation and understanding between the Division and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and wage scales, to encourage efficiency in operation, and to promote the morale, well-being, and employment security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now thought desirable that the methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW THEREFORE, this Agreement witnesseth that the Parties hereto, in consideration of the mutual covenant, hereinafter contained, agree each with the other as follows:

#### ARTICLE 2 - DEFINITION

2.01 Regular Full-Time Employees are those employees who are working the full hours of work as per Article 14 (Hours of Work).

2.02 Regular Part-Time Employees are those employees who are working less than the full hours of work as per Article 14 (Hours of Work).

ARTICLE 2 – DEFINITION – cont'd

2.03 Temporary Employees are those employees hired for a temporary position; an employee hired under this designation will not normally work for more than six (6) months, however, in the event such a requirement exists, the Union shall be notified of any duration in excess of six (6) months. Should a temporary employee become a regular full-time or a regular part-time employee with no break in employment, seniority shall be retroactive to the first day of continuous temporary employment.

Temporary employees shall not have recourse through the grievance and arbitration procedure in the case of discharge.

Temporary Employees:

- a) shall have no seniority rights in matter of staff changes (ie. promotion, lateral transfer, demotion, layoff or recall) within the regular staff complement;
- b) shall receive the wage of the position assumed;
- c) who obtain a permanent position shall have seniority calculated as indicated above;
- d) shall pay Union dues (as per Article 6);
- e) shall receive vacation pay on each cheque in accordance with the Employment Standards Act;
- f) shall not be covered by the Collective Agreement until they have completed their probationary period as per Article 3.02.

2.04 Casual Employees are those employees who are employed on an irregular basis to act as relief for regular staff that are absent or for specific projects. A casual employee is not covered by this Collective Agreement. After twenty (20) consecutive days in the same position, a casual employee shall become a temporary employee.

2.05 Student is an employee hired during the period between May 1st and September 1<sup>st</sup> in any year and is not included within the scope of this Agreement.

2.06 A temporary position is defined as a position that is available due to the absence of a regular full-time or regular part-time employee and is a position that the Division anticipates will be available for more than twenty (20) consecutive working days, or for a specific project of more than 20 consecutive working days. Where the Division decides that a vacant temporary position is to be filled, such position will be posted and filled by a temporary employee. The temporary rate of pay shall be effective at the date the temporary employee assumes the appointment to the temporary position.

A temporary position for a Technician may also be defined as a position that is available due to a specific project or a systems upgrade which is planned within a specified timeline.

ARTICLE 2 - DEFINITION - Cont'd.

NOTE: Union dues shall not be deducted from persons classified as casual employees or students.

2.07 Wherever in the agreement reference is made to the Manager of Facilities and Maintenance this reference shall be used interchangeably with the Administrator of Technology for technical employees. (Wherever agreement refers to Manager of Maintenance change to Manager of Facilities and Maintenance).

ARTICLE 3 - RECOGNITION AND PROBATIONARY PERIOD

3.01 St. James-Assiniboia School Division, or anyone authorized to act on its behalf, approves and recognizes the CUPE Local No. 744 as the sole collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the two Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them. Should a dispute arise whether a particular person comes within the bargaining unit covered by this Agreement, the matter may be submitted by either party to the Manitoba Labour Board, Certification No. MLB 1131 and No. MLB 6255 for decision.

3.02 A new employee (regular full-time or regular part-time) shall be on probation for six (6) calendar months following the date of hire. Should any part of the probationary period cover days in July and August the probation period may be extended by the number of probationary period days occurring in the months of July and August.

Upon successful completion of the probationary period, the employee shall be entitled to seniority retroactive to the first day of continuous employment.

3.03 Probationary employees shall have no recourse to the grievance or arbitration process in the case of discharge.

3.04 Probationary employees may only transfer to another position at the sole discretion of the Division.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges the exclusive function of the Division or its delegates to manage and operate the schools under its jurisdiction and particularly to:

- a) Maintain order, discipline and efficiency.
- b) Hire, discharge, transfer, promote, demote, or discipline employees provided a claim of discriminatory promotion, demotion, transfer or a claim that an employee has been discharged or disciplined without reasonable cause may be subject of a grievance and dealt with as herein provided. It is agreed that all officers of the Union will not encourage and will actively discourage, any inefficiency or malpractice on the part of any employee or group of employees.

ARTICLE 4 - MANAGEMENT RIGHTS - Cont'd.

4.02 The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division.

ARTICLE 5 - NO DISCRIMINATION

The Parties agree that no discrimination, interference, restriction, or coercion will be exercised or practiced with respect to any employee by reasons of sex, race, colour, political or religious affiliation, or by reason of membership in a trade union.

ARTICLE 6 - UNION SECURITY & DUES DEDUCTION

6.01 a) The Division agrees to deduct from all regular full-time, regular part-time and temporary employees on the first full pay day following the date of hire, employees' salaries covered by this agreement an amount equivalent to regular monthly Union dues. This clause in no way interferes with the right of the individual to obtain membership in CUPE Local No. 744 upon payment of the regular initiation fee set by the Union or the right of the individual to refrain from joining the Union if he/she so desires.

b) The Union agrees to and does hereby indemnify the School Division harmless from all claims, demands, actions and proceedings of any kind, and of all costs that might arise or be taken against the School Division by reason of the School Division making the compulsory check-off of Union dues.

6.02 Check-off Payments

a) The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the local Union.

b) Deductions will be made from the Payroll bi-weekly and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made.

6.03 a) The Division shall provide the Union president with a membership list, on or about October 31st of each year. This list will include the employee's name, address, telephone number, work location, job title and normal hours worked.

ARTICLE 7 - RESOLUTIONS AND MINUTES OF THE BOARD OF TRUSTEES

Copies of all resolutions and minutes adopted by the Board of Trustees which affect this agreement are to be forwarded to the Union, and posted on all bulletin boards.

Minutes from public Board of Trustees meetings shall be copied to the Union.

## ARTICLE 8 - LABOUR MANAGEMENT NEGOTIATIONS

- 8.01 A Negotiating Committee shall be appointed and consist of such members of the Employer as appointed by the Employer as the Employer may determine and not more than eight (8) members of the Union as appointees of the Union. The Union will advise the Employer of the Union appointees to the Committee.
- 8.02 Outside Representation:  
Both Parties shall have the right at any time to the assistance of an additional representative when dealing or negotiating.
- 8.03 All matters related to collective bargaining shall be referred to the Negotiating Committee for discussion and settlement.
- 8.04 Time Off for Negotiating Meetings:  
Any representative of the Union on this Committee who is an employee of the Division shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.
- 8.05 Labour/Management Liaison Committee: There shall be a Committee consisting of representatives (no more than four (4) Division Representatives and four (4) Union Representatives) whose purpose shall be to discuss and recommend action on matters of joint concern. Meetings to be held on an as required basis.

## ARTICLE 9 - SENIORITY

- 9.01 Seniority shall mean the length of continuous service in all classifications covered by this Agreement from the date of last hire with the Division.  
  
For the purpose of this Agreement, there shall be two classifications, namely:  
i) Maintenance  
ii) Technical
- 9.02 An employee shall lose his/her seniority for the following reasons:  
  
1. The employee terminates.  
2. The employee is discharged for just cause.  
3. The employee fails to return to work following authorized leave of absence and there are no extenuating circumstances in the opinion of the Employer.  
4. The employee fails to notify the Manager of Maintenance of his/her intentions within one (1) week of receipt of a registered recall letter and fails to return to work within three (3) weeks of receipt of the registered recall letter.  
5. The employee is laid off for a period exceeding twelve (12) consecutive months.
- 9.03 Seniority Lists, by classification, including all employees covered by this Agreement as at June 30 shall be posted in each bulletin location in September of each year, and a copy of the list furnished to the Union President and Secretary. The list shall be open for protest in writing to the Manager of Maintenance for a period of ten (10) calendar days from the date of posting, but

ARTICLE 9 - SENORITY - Cont'd.

such protest shall be confined to errors or changes occurring since the posting of the previous Seniority List. When an employee is on vacation, leave of absence, or sick leave, the employee may protest the alleged omission or incorrect listing within ten (10) working days of his/her return to work. Upon presentation in writing of proof of errors, such error will be corrected. In the event an employee does not protest in writing within the time limits stipulated, the list shall be considered as accurate as regards that employee.

ARTICLE 10 - STAFF CHANGES

10.01 Division will Notify Union:

- a) Where positions (regular full-time, regular part-time, temporary) covered by the terms of this Agreement become vacant due to staff changes, the Division will notify the Union in writing, and post job vacancy notices for a minimum of five (5) working days prior to date of closure in the Division's offices and shops and on one bulletin board of each operating school, in order that all members will know about the positions and be able to make written application. During the period from July 1st to August 31st bulletins will be posted, with the five (5) day period running from Monday to Friday, in the Board Office only (with written notice to the Union). The Division will post job vacancies on their website during this period and will fax one copy to each operating school.
- b) Vacant positions shall be posted not later than ten (10) working days after such vacancy occurs.
- c) Such notice shall contain the following information: location, classification and nature (ie. regular full-time, regular part-time, temporary) of position, length of work year (ie. calendar year or school year), required knowledge and education, ability and skills, whether day, evening, or night shift and salary rate or range. An applicant may elect to return to his/her former position provided he/she elects to do so prior to the advertised closing date of the posted position.

For technical positions, location may be posted as "various."

10.02 Method of Making Appointments:

- a)
  - (i) When making staff appointments or changes, the Division shall base its decision on the ability and qualifications of the applicants. If ability and qualifications are met, classification seniority shall prevail.
  - (ii) The Division will notify the Union in writing and post notice in all shops and on bulletin boards of each school regarding the successful applicant filling such vacant position not later than ten (10) working days after the advertised closing date of the posted position.
  - (iii) Trial Period: The successful applicant will be placed on a trial period of three (3) calendar months, with the possibility of extension equal to any vacation time the employee takes during



ARTICLE 10 – STAFF CHANGES – Cont'd.

the trial period. Should any part of the trial period cover days in July and August, the trial period may be extended by the number of trial period days occurring in July and August.

In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position and pay rate, or a comparable position and pay rate.

- b) Union Objections to Appointments: - The Union shall be advised in writing of the name(s) of the successful applicant(s). Any objection by the Union to staff changes shall be construed as a difference between the Parties bound by this Agreement, as provided for under the Grievance Procedure. These objections shall be in writing within five (5) calendar days of the above notice.

10.03 New Positions and Reclassifications: - Where new positions are 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, the rate shall be negotiated between the Division and the Union.

10.04 Power Engineer's Certificate

For positions requiring a Power Engineer's Certificate all incumbents as well as employees hired into or promoted into these positions must possess a current Power Engineer's Certificate or the equivalent as required by the Department of Labour.

10.05 Lateral Moves: - Employee initiated changes to a different position within the same job classification are subject to the following:

At the discretion of the division, caretakers may not be allowed more than one (1) lateral move in an eighteen (18) month period. At the discretion of the division, cleaners may not be allowed more than one (1) lateral move in any one school year.

All employees will be entitled to bid on any opening at any time on a higher job classification.

In accordance with Article 3.04 probationary employees may only move to another position at the discretion of the division.

10.06 The position held by an employee who is ill for a prolonged period of time will be opened for replacement after six (6) calendar months. When the employee returns to work, he/she will be appointed to a similar position when it becomes available without posting the opening. Where no position is immediately available the employee will be assigned casual work based on his/her previous status and salary.

ARTICLE 10 – STAFF CHANGES – Cont'd.

10.07 The Division will notify the Union representative in writing of all new employees covered by this Agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 The Division acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the Division.

11.02 Grievance and replies to grievances shall be in writing at all stages.

11.03 Should a dispute arise between the Division and any employee(s) and/or the Union regarding the interpretation, meaning, operation, or application of this Agreement including any question as to whether a matter is arbitrable or should an allegation be made that this Agreement has been violated or should any dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

- a) Step One: If the Grievance Committee of the Union considers the grievance to be justified, the employee concerned, together with his/her steward or member of the Grievance Committee, shall first seek to settle the dispute with the Manager, Facilities and Maintenance or designate within fourteen (14) working days from the event giving rise to the alleged grievance. The Manager, Facilities and Maintenance or designate shall issue his decision within five (5) Board Office working days after receipt of the grievance.
- b) Step Two: Failing satisfactory settlement of the alleged grievance at Step 1 of the procedure, the employee concerned, together with his/her Steward or member of the Grievance Committee, shall within five (5) working days submit the alleged grievance to the Superintendent or designate. The Superintendent or designate shall hold a hearing and render his decision within eight (8) working days after receipt of the alleged grievance.
- c) Step Three: Failing satisfactory settlement at Step 2 of the procedure the Union, within five (5) working days shall submit the grievance in writing to the Board of Trustees. A hearing shall be granted at the next regular meeting of the Board of Trustees following receipt of the grievance.
- d) Step Four: Failing a satisfactory settlement within ten (10) working days after the dispute was first discussed by the Board of Trustees, the Union may, on giving ten (10) working days notice in writing to the Division of its intention, refer the dispute to Arbitration. Failure to give advice of its intent shall eliminate any right on the part of the Union to submit the matter for Arbitration.

11.04 If the grievor or the Union fails to process a grievance to the next step within the time limits specified, the grievance shall be deemed to have been abandoned and shall not have recourse to Arbitration.

ARTICLE 11 – GRIEVANCE PROCEDURE – Cont’d.

- 11.05 Where a dispute involving a question of general application or interpretation occurs, the Division and the Union may agree to by-pass Steps 1 and 2 of this Article.
- 11.06 The Division will supply the necessary accommodation for the grievance meetings.

ARTICLE 12 - ARBITRATION

- 12.01 Composition of Board of Arbitration: - When either Party request that a grievance be submitted to Arbitration, the request shall be made in writing, addressed to the other Party to the Agreement. Within five (5) working days thereafter, each Party shall name an Arbitrator to an Arbitration Board and notify the other Party of the name and address of the appointee. The two so named shall, within five (5) working days, select a third person to act as Chairman on the Board of Arbitration but should they not do so within the five (5) working days, either Party may apply to the Manitoba Labour Board to appoint a new person to be Chairman.
- 12.02 Who May Be An Arbitrator: - No person shall be selected as a member of an Arbitration Board who:
1. is acting or has in a period of twelve (12) months preceding the date of his/her appointment acted, in the capacity of solicitor, legal advisor, counsel or agent of either of the Parties;
  2. has any pecuniary interest in the matters referred to the Division, other than being a taxpayer.
- 12.03 Board Procedure: - The Board may determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations to it. The Board shall commence its proceedings within forty-eight (48) hours after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed. The decision of the majority shall be the decision of the Board.
- 12.04 Decision of the Board: - The decision of the Board of Arbitration shall be final and binding to both Parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect. Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairman of the Board of Arbitration to reconvene the Board in order to clarify the decision, which it shall do within three (3) days.
- 12.05 Expenses of the Board: - Each Party shall pay:
1. The fees and expenses of the Arbitrator it appoints.
  2. One-half the fees and expenses of the Chairman.
  3. One-half the expenses of the Arbitration Board for clerical assistance, supplies, and rent of a place to meet.

ARTICLE 12 - ARBITRATION - Cont'd.

- 12.06 Amending of Time Limits: - The time limit in both the Grievance and Arbitration Procedure may be extended by consent of the Parties to this Agreement in writing.
- 12.07 Witnesses: - At any stage of the Grievance or Arbitration Procedure the Parties may have the assistance of the employee(s) concerned as witnesses, or other witnesses, and all reasonable arrangements will be made to permit the conferring Parties or the Arbitrator(s) to have access to any part of the Board's premises in order to view any working conditions which may be relevant to the settlement of the grievance.
- 12.08 No matter shall be subject to Arbitration which involves:
1. Any request for modification of the Agreement;
  2. Any matter not covered by the Agreement;
  3. Any matter which by terms of this agreement is vested exclusively in the School Board.
- 12.09 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 "mutates mutandis" to a single arbitrator.

ARTICLE 13 - DISCHARGE/SUSPENSION CASES

- 13.01 (a) A regular employee shall be dismissed only by decision of the Board of Trustees.
- (b) The Superintendent (or designate administrator) may suspend an employee.
- (c) Such employee shall be advised promptly in writing of the reason for such dismissal or suspension. A copy of said correspondence shall be forwarded to the Union.
- 13.02 An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

ARTICLE 14 - HOURS OF WORK

- 14.01 1a) Hours - Normally, the work week for all employees shall consist of five (5) consecutive eight (8) hour days Monday to Friday, with two (2) consecutive days off. However, the above arrangement may be altered to consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off. The normal number of daily hours of work is stated solely for the purposes of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction of any maximum number of hours worked.

ARTICLE 14 – HOURS OF WORK – Cont'd.

<u>Day Shift</u>	<u>Evening Shift</u>	<u>Night Shift</u>
7:30 a.m. to 4:30 p.m.	4:00 p.m. to 12:00 midnight	12:00 midnight to 8:00 a.m.

O R

\*\* 7:00 a.m. to  
4:00 p.m.

3:30 p.m. to  
11:30 p.m.

\*\* - as scheduled by the Manager, Facilities & Maintenance

- (b) Technical: Normally the workweek for all employees shall consist of five (5) consecutive seven and a half (7.5) hour days, Monday to Friday, 8:00 a.m. to 4:00 p.m. with two (2) consecutive days off. However, the above arrangement may be altered to consist of five (5) consecutive seven and a half (7.5) hour days with two (2) consecutive days off. The normal number of daily hours of work is stated solely for the purposes of calculating overtime and shall not be construed as a guarantee of any minimum nor a restriction of any maximum number of hours worked.
- 2a) Provisions will be made for one (1) hour unpaid lunch break on the day shift and a twenty (20) minute paid lunch break on evening and night shifts for all employees working more than five (5) consecutive hours in any one shift. Other provisions may be made at the mutual agreement of the Board and the Union.
- (b) Technical: Provisions will be made for a thirty (30) minute unpaid lunch period.
- 3a) Caretakers lunch periods may be altered by the Manager, Facilities & Maintenance or designate up to one (1) hour in either direction of the normal schedule as the service requires.
- (b) Technician lunch periods and break periods may be altered in order to accommodate time in which computer equipment is not in use. With advance notice by the Division, schedules may be shifted to accommodate special projects.
- 4. Schools with 20,000 sq. ft. or less shall be considered one-man schools and Caretakers hours in those schools shall be:  
  
7:30 a.m. to 5:30 p.m. with provisions for a two (2) hour lunch break to be scheduled by the Manager, Facilities & Maintenance.
- 5. "Painters, Cleaners and Assistant Cleaners shall work days during Christmas, Spring Break and summer holidays except when school usage prevents that arrangement."
- 6. Caretaker/Cleaner Positions shall be paid at Caretaker rate for full eight (8) hours per day.

ARTICLE 14 – HOURS OF WORK – Cont'd.

7. Bus routes shall be assigned by seniority to part-time Bus Drivers on or about October 1, and at the end of the first semester.
- 14.02 Minimum Hours: - In the event of an employee starting work in any day and being sent home before he/she has completed two (2) hours, he/she shall be paid for two (2) hours.
- 14.03 Break Period: - All regular full-time employees and full-time temporary employees (working an 8-hr. shift on any given day) shall be permitted a ten (10) minute rest period in the first half and the second half of any full shift worked, time of break to be established by mutual agreement between Manager, Facilities & Maintenance and C.U.P.E. Representative. Regular part-time and part-time temporary employees working three (3) hour shifts or more in any half day shall be permitted one ten (10) minute rest period to be taken during the shift and not at the beginning or the end of the shift.
- 14.04 Work Year: - All full-time and regular part-time employees (excluding part-time Bus Drivers) in the employ of the Division as at November 25, 1985 shall work the full calendar year. All Bus Drivers (full-time and part-time) appointed after November 25, 1985 shall work the school year only. Technicians shall work the full calendar year.
- 14.05 The cancellation of a field/extra trip on the day of the scheduled trip will result in the bus driver being paid for the time assigned provided the driver reports for duty at the maintenance complex and is available for reassignment throughout the duration of the originally scheduled trip. Overtime will be paid as per the collective agreement, if applicable.

ARTICLE 15 - OVERTIME

- 15.01 All time worked in excess of the normal hours of work as set forth in Article 14.01 (1) and authorized by the Division shall be considered overtime.
- 15.02 All overtime shall be paid at the rate of one and one-half times (1 1/2 x) the employee's rate of pay for the first four (4) hours per day and two times (2 x) his/her hourly rate of pay for all hours worked thereafter, except as hereinafter provided:
  1. Where an employee is assigned to work overtime to provide coverage for community and other scheduled Division approved activities on his/her regular day of rest, he/she shall be paid at the rate of one and one-half times (1 1/2 x) his/her hourly rate of pay for the first eight (8) hours and two times (2 x) his/her hourly rate of pay for all hours worked thereafter. Overtime worked under this section shall be shared between custodial staff in any given school.
  2. Where an employee is assigned to work overtime to provide coverage for non-scheduled Division approved activities on his/her regular day of rest, he/she shall be paid at the rate of two times (2 x) his/her hourly rate of pay for all hours worked.

ARTICLE 15 – OVERTIME – Cont'd.

3. Where an employee is assigned to work on a General Holiday, he/she shall be paid at the rate of two times (2 x) his/her hourly rate of pay for all hours worked in addition to his/her regular earnings for the General Holiday.

15.03 Callback: - A callback shall be defined as any authorized call and return to work by an employee during the period between his/her completion of work and subsequent starting time.

Where an employee is called back to work, he/she shall receive pay for a minimum of two (2) hours at the applicable overtime rate as stated in Article 15.02.

15.04 Reporting Time: - Any employee required to report for work not continuous to his/her regular hours of work shall be paid a minimum of two (2) hours at the applicable overtime rate as stated in Article 15.02.

15.05 Subsequent Callbacks or Reporting Time: - An employee in receipt of the minimum pay guaranteed in Articles 15.03 or 15.04 will not receive additional pay for any subsequent callbacks or requests to report which fall within the period covered by the minimum.

15.06 a) Standby Pay: - Personnel assigned to be available for emergency duty shall be paid at the rate of three (3) hours at his/her hourly rate for each day on standby.

b) An employee on standby who is called back to work shall be paid in accordance with Article 15.02 and 15.03 in addition to standby pay.

c) During the months of June to September inclusive, standby duty shall be worked on a voluntary basis.

15.07 If an employee is required to work overtime, he may, if the Division agrees, elect to receive time off in lieu of payment to a maximum accumulation of five (5) working days [forty (40) hours]. Such time off shall be equivalent in hours to the pay for such overtime that would have been calculated under Article 15.02 and 15.03 [e.g., 20 hours of work at one and one-half time (1 1/2) = 30 hours of pay or three (3) days and six (6) hours of time which could be taken off]. Notice to the Division of the employee's intention to accumulate overtime shall be made by September 30 of each year.

## ARTICLE 16 - GENERAL HOLIDAYS

16.01 The following shall be recognized as General Holidays with pay and shall be days off with pay in accordance with the terms of the Employment Standards Code:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
* Easter Monday	Labour Day	Boxing Day
Victoria Day		Louis Riel Day

\*NOTE: Easter Monday to be taken when it falls during Spring Break. Where Easter Monday does not fall during Spring Break a day will be given in lieu of the holiday. This day is to be taken at the time of annual vacation.

16.02 Other Special Holidays - Remembrance Day shall be considered as a non-working day. NOTE: If Remembrance Day falls on a Saturday or Sunday, it shall not be a holiday for which pay is received.

16.03 Any other days proclaimed by the Federal and Provincial Governments, and all special holidays declared by the Division.

## ARTICLE 17 - VACATIONS

17.01 Vacations - Length of Vacation: - Every employee shall receive an annual vacation entitlement calculated according to the number of years service up to June 30th of each year and pursuant to the within provision. Where an employee is absent on leave without pay for any reason for a period longer than ten (10) consecutive working days, his/her annual vacation entitlement for that period or vacation year will be adjusted so that the employee will receive a lesser vacation entitlement determined by the Division pro rata according to that employee's base entitlement and considering the lesser time worked by the employee during the subject period.

The vacation year is defined as the time period between July 1 of any calendar year, and June 30 of the next calendar year.

1. An employee with less than one (1) year's service at the end of the vacation year shall receive vacation with pay calculated on the basis of one (1) vacation day for each month of service or major portion thereof, in the preceding vacation year to a maximum of ten (10) days.
2. An employee with more than one (1) year and less than two (2) years service shall receive ten (10) vacation days with pay.
3.
  - a) An employee with two (2) years and less than ten (10) years of service shall receive fifteen (15) vacation days with pay.
  - b) An employee with two (2) years and less than eight (8) years of service shall receive fifteen (15) vacation days with pay. (Effective July 1, 2013)



ARTICLE 17 – VACATIONS – Cont'd.

4. a) An employee with more than ten (10) years of service shall receive twenty (20) vacation days with pay.  
b) An employee with more than eight (8) years of service shall receive twenty (20) vacation days with pay. (Effective July 1, 2013)
5. An employee with more than sixteen (16) years of service shall receive twenty-five (25) vacation days with pay, five (5) days of which may be taken other than during the months of July and August, and school closures (Christmas, Spring Break), subject to operational requirements.
6. An employee with more than twenty-four (24) years of service shall receive thirty (30) vacation days with pay, ten (10) days of which may be taken other than during the months of July and August, and school closures (Christmas, Spring Break), subject to operational requirements.

A permanent employee leaving the employ of the Division at any time during the year prior to his/her vacation entitlement, shall receive a proportionate payment of salary in lieu of vacation.

17.02 General Holidays During Vacation: - If a General Holiday or declared holiday falls or is observed during an employee's vacation period, he/she will be granted an additional day's vacation for each holiday in addition to his/her regular vacation time or pay in lieu of time.

- 17.03 a) Normally, workload permitting, vacation will be taken during July and August at times preferred in accordance with seniority of service with the Division. Requests showing first and alternate choice shall be submitted to the Manager, Facilities & Maintenance, by March 31st. Vacation schedule shall be posted by April 30th. Changes to vacation or requests for special consideration may be granted by the Manager, Facilities & Maintenance. Vacation preference shall receive priority over time off in lieu of overtime. (Article 15.05).
- b) Subject to the Division's need to maintain adequate staff, the Division agrees that Cleaners, Assistant Cleaners and Caretakers will be allowed to take vacation during the full summer closure (as adopted by the Division within the Provincial Manitoba Education Guidelines). Scheduling and priority in terms of individual vacations will be in accordance with 17.03 (a).

17.04 Subject to 17.01 / 17.02 / 17.03  
Employees entitled to at least 20 days of vacation shall be entitled to take up to five of the 20 day entitlement during the winter or spring breaks, subject to operational requirements. Effective for vacation to be taken commencing as of July, 2016.

17.05 Where an employee qualifies for sick leave while hospitalized during his/her period of vacation, vacation credits shall be reinstated if proof is provided to the employer.

The period of vacation so displaced shall be taken at a time mutually agreeable to both the employee and employer.

ARTICLE 17 – VACATIONS – Cont'd.

17.06 During sick leave without pay or for employees on Workers' Compensation with no remaining paid sick leave, vacation entitlement will not continue to accrue.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 Sick Leave Defined: - Sick Leave means the period of time an employee is 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 Worker's Compensation Act.

18.02 Sick Leave Not Payable

- (a) Sick leave is not payable to an employee who is engaged in other employment for wage or profit during any period the employee is claiming sick leave benefits from the Division.
- (b) Sick leave shall not be paid by the Division for any period of time when an employee is receiving income replacement benefits from either Workers Compensation or Manitoba Public Insurance.

18.03 Amount of Sick Leave

- (c) Sick leave shall be granted to regular employees and to regular part-time employees on the basis of two (2) days for each month in which the employee has earned at least ten (10) days pay, accumulative up to 124 days.
- (d) Bus Drivers will be paid for a sick day at the same number of hours as payment was made for his/her last General Holiday.

18.04 Deductions from Sick Leave: - In any one year in which an employee has not had sick leave, or has had only a portion thereof, he/she shall be entitled to an accrual of all the unused portion of sick leave for his/her future benefits. A deduction shall be made from accumulated sick leave of all days absent for sick leave as defined in 18.01.

18.05 Proof of Illness

- 1. An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to carry out his/her duties due to illness.
- 2. In cases of long term or frequent sick leave claims, the Division may, at its expense, require the employee to submit to an independent medical examination with a physician from a mutually agreed upon list of physicians, or where the Division and the employee cannot agree on a physician, a third party (ie College of Physicians and Surgeons) shall designate the physician to conduct the exam. A copy of the physician's report will be provided to the employee. Such report will be treated in the strictest of confidence by the Division.

ARTICLE 18 – SICK LEAVE PROVISIONS – Cont'd.

3. If the Division requests an employee to submit to an independent medical examination after the employee had already produced a certificate from a duly qualified medical practitioner, the Division shall pay for lost time and benefits because of a delayed return to work where a position is available for which the employee is qualified (as set out in Article 10.07 - Staff Changes). The employee is required to provide the Division with five (5) working days' notice of their intention to return to work.
- 18.06 Extension of Sick Leave: - In special cases of illness of employees having over three (3) years' service, a special request for extra sick leave may be submitted to the Division, if accompanied by a physician's letter or certificate giving full detail of the reason for the request. The amount of such leave granted shall be at the sole discretion of the Division.
- 18.07 Sick Leave Without Pay: - Sick leave without pay may be granted at the sole discretion of the Division to an employee who does not qualify for sick leave pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.
- 18.08 (i) Employees are expected to provide the most reasonable notice possible to the Manager, Facilities & Maintenance, or in the case of technicians, their immediate supervisor, of both their absence due to illness as well as their return to regular duty.
- Cleaners and Assistant Cleaners are required to advise the Manager, Facilities & Maintenance prior to 12 Noon on the day of their shift that they are unable to work or will return to work.
- (ii) Where an employee works in more than one position, he/she is required to notify each supervisor in accordance with the foregoing.
- (iii) In the event the employee is unable to notify the Manager, Facilities & Maintenance or his/her designate, then the Board Office must be notified.
- 18.09 Employees returning to work following a lengthy illness must submit a doctor's certificate stating that the employee is able to return to his/her regular duties.
- 18.10 Suspected abuses of sick leave provisions will be investigated and proven instances will result in severe disciplinary action.
- 18.11 Long Term Sick Leave - An employee who is on long term sick leave either paid or unpaid or while on Workers' Compensation will be required to contact either the Manager of Maintenance & Facilities or the Assistant Manager of Maintenance & Facilities on a bi-weekly basis.
- 18.12 Family Leave – Employees shall be entitled to use up to three (3) days of accumulated sick leave per year for emergent medical issues that require the employee's attention and that pertain to his/her spouse, same gender partner, siblings who reside with the employee, children and/or parents. Such leave is non-cumulative from one school year to the next school year. Such entitlement shall be limited on any given day to one family member employed by the Division. Documentation to support this leave may be required.

## ARTICLE 19 - LEAVE OF ABSENCE

- 19.01      For Union Business: - The Division agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Division, or with respect to a grievance, they shall suffer no loss in pay for the time spent.

## ARTICLE 19 – LEAVE OF ABSENCE – Cont'd.

### 19.02      Union Leave

Leave of absence without pay and loss of seniority shall be granted upon request to the Division for employees elected or appointed to represent the Union at Union schools, conferences or conventions. Such time shall not exceed a total of sixty (60) days in any one year to all members belonging to the Union.

### 19.03      Compassionate Leave

1.      An employee shall be granted up to five (5) days leave without loss of pay in the case of death of the employee's spouse, child or children, mother, father, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or relative living permanently in the same household with the employee.
2.      An employee shall be granted up to one (1) day leave without loss of pay or wages in the case of death of a brother-in-law or sister-in-law.
3.      One-half (1/2) day will be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner provided such employee has the approval of the Manager, Facilities & Maintenance.

### 19.04      Parenting Leaves

#### (1)      Maternity Leave

- (a)      Every employee who has been employed at least seven (7) consecutive months shall be entitled to a maternity leave of up to seventeen (17) weeks.
- (b)      The employee shall submit a request for such leave, in writing, at least four (4) weeks in advance of the day on which she intends to commence such leave.
- (c)      Upon request, an employee shall provide a certificate from a medical practitioner certifying she is pregnant and specifying the estimated date of delivery.
- (d)      Should an employee wish to end her leave early, she shall provide one pay period of notice.

## ARTICLE 19 – LEAVE OF ABSENCE – Cont'd

### (2) Parental Leave

- (a) An employee who adopts a child under the laws of the province or becomes the natural parent of a child is entitled to parental leave to a maximum of thirty-seven (37) consecutive weeks if:
  - i. the employee has been employed by the Employer for at least seven (7) consecutive months; and
  - ii. the employee gives written notice to the Employer at least four (4) weeks before the day specified in the notice as the day on which the employee intends to begin the leave.
- (b) An employee who gives less notice than is required above is entitled to the thirty-seven (37) weeks of parental leave less the number of days by which the notice given is less than four (4) weeks.
- (c) A parental leave must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.
- (d) An employee who takes maternity leave and parental leave shall take them in one (1) continuous period, unless the employee and the Employer otherwise agree or a collective agreement otherwise provides.
- (e) Should an employee wish to end her leave early, she shall provide one (1) pay period notice.

### (3) Reinstatement of Employee After Leave

If an employee wishes to resume employment after maternity leave or parental leave, the Employer shall reinstate the employee to a position in the same classification and at the same work location where she was employed when the leave began, or if such position no longer exists, to a comparable position with no less than the wages and any other benefits earned by the employee immediately before the leave began.

### (4) Supplementary Employment Benefits (SEB) (Maternity and Adoptive Leave)

- (a) Supplementary Employment Benefits (SEB) apply to permanent employees only.
- (b) The qualifying period, as per the Employment Standards Code, must be served in order to qualify for any maternity (SEB) payment. For greater certainty, should an employee fail to serve the full qualifying period prior to the start of the maternity leave, then that employee shall be eligible to receive maternity leave benefits only for that portion of the seventeen (17) weeks referenced in (c) below which occurs after the completion of the qualifying period.
- (c) An employee taking maternity leave pursuant to the above shall be entitled to receive pay for the period of leave up to the first seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received

ARTICLE 19 – LEAVE OF ABSENCE – Cont'd

at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) plan.

The Division requires, from each of the employees on maternity leave, a copy of the letter from Human Resources Development Canada that confirms their approval with effective dates for maternity benefits in order to accurately calculate her entitlement. Should payments to employees be required prior to receipt of the statement, an estimate of the correct entitlement will be made with an adjustment made following the receipt of the statement.

- (d) In respect of the period of maternity leave, payments made according to the SEB plan will consist of the following:
  - i. For the first two (2) weeks' payment equivalent to ninety percent (90%) of her annual salary at the time of leave, and
  - ii. Up to fifteen (15) additional weeks' payment equivalent to the difference between the Employment Insurance Benefit the employee is eligible to receive and ninety percent (90%) of her annual salary at the time of leave.
  - iii. Employees receiving paid sick leave following the birth of the child shall have the week(s) of sick leave subtracted from the seventeen (17) weeks of SEB plan benefits the employee is entitled to.
- (e) An employee taking adoptive leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the annual salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) plan.
- (f) In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the following:
  - i. For the first two (2) weeks' payment equivalent to ninety percent (90%) of her annual salary at the time of leave, and
  - ii. Up to eight (8) weeks' payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of annual salary at the time of leave.
- (g) Where applicable, any portion of the maternity or adoptive leave referenced in (d) and (f) above falls during any period when the employee is not earning her salary, (ie., summer, Christmas break, Spring break), that portion of the maternity or adoptive leave does not qualify the employee to receive maternity leave SEB benefits pursuant to (d) or adoptive leave SEB benefits pursuant to (f) above.

ARTICLE 19 – LEAVE OF ABSENCE – Cont’d.

- (h) Employees entitled to the maternity or adoptive leave SEB benefit must be employed by the Division to receive the benefits, and must return to work and remain in the employ of the Division for a period of six (6) months following their return to work, or the employee will repay the Supplemental Employment benefits received from the Division.

19.05 General Leave - The Superintendent or designate may grant a leave of absence without pay and without loss of seniority to any employee requesting such leave which in the opinion of the Superintendent or designate is sufficient cause, such request is to be in writing and approved by the Manager, Facilities & Maintenance.

19.06 Any employee who is absent on approved leave, other than referred to in this Agreement, may be reduced in pay for such loss of time.

19.07 Abandonment of Position - Where an employee is absent without authorized leave for a period of five (5) working days, and there are no extenuating circumstances in the opinion of the employer, he shall be considered to have abandoned his/her position, and shall be deemed to have resigned on the last day in which he/she was present at work and performed his/her regular duties.

19.08 Jury Duty - An employee who is required to perform jury duty or appear as a crown witness or a witness in his/her capacity as a Division employee on a day in which he/she would normally have worked, will be reimbursed by the Employer for the difference between the pay received for jury duty or as a crown witness or a witness in his/her capacity as a Division employee, and his/her regular straight time rate of pay for his/her regularly scheduled hours of work.

19.09 Personal Leave (effective July 1, 2012) - With reasonable notice to the Manager of Facilities and Maintenance or designate and subject to the operational requirements of the Division and the availability of a suitable replacement, if required, an employee shall be granted one (1) day of personal leave per year without loss of pay. Year shall be the period July 1 to June 30<sup>th</sup> of the subsequent year. Such leave is not cumulative. In the event of multiple leave requests for the same day and where all leaves cannot be granted, leaves shall be granted in the order in which the employee's request for leave are received.

ARTICLE 20 - PAYMENT OF WAGES

20.01 During the term of this Agreement, wages shall be paid in accordance with the wage rates set forth in the pay schedule attached hereto. Regular full-time and regular part-time employees in classifications set out in the pay schedule shall be paid bi-weekly on the basis of twenty-six (26) pay periods per year. Bus Drivers working the school year only, part-time Bus Drivers and temporary employees shall be paid bi-weekly at the applicable hourly rate for all hours worked during the period.

Technicians shall be paid bi-weekly on the basis of twenty-six (26) pay periods per year.

20.02 a) On temporary transfer to a higher rated position, an employee shall immediately receive the higher rate of pay.

ARTICLE 21 – LAYOFF AND RECALL

- b) If an employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, the pay for such substitute shall not be changed.

21.01 a) Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid-off in the reverse order of their classification unit wide seniority. An employee laid off may bump an employee with less seniority providing the employee exercising the right is qualified and able to perform the work of the less senior employee.

b) Reduction of Hours

An employee whose hours of work have been unilaterally reduced and who does not wish to take the reduction in hours shall, at the option of the employee, be deemed to have been laid-off and shall have recourse to Clause 21.01 a).

21.02 Recall Procedure

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

21.03 No New Employees

New employees shall not be hired for regular full-time, regular part-time, temporary positions, casual work or as students beyond eight (8) non grant funded positions until those laid off have been given an opportunity of recall, provided those on layoff have the qualifications and abilities to perform the duties of the position to be filled.

21.04 A laid-off employee who elects to have his/her name placed on the recall list and who works in casual, substitute or temporary assignments, shall have his/her period of recall extended by an equivalent number of working days. Said employee will be paid at the regular rate of pay for any such position in which they work.

21.05 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

21.06 In the event temporary work assignments become available during normal school closures, the Division agrees to offer employment to ten (10) month employees on temporary lay-off to positions for which they are qualified. Employees interested in undertaking work assignments shall advise Human Resources in writing by March 1<sup>st</sup> of each year of their interest in accepting such assignments and indicating their preference, if any for full-time or part-time assignments.



ARTICLE 22 - SAFETY

The Parties realizing the benefits to be derived from a healthy place of employment agree to co-operate to the fullest extent to promote safe practice and health conditions within the Division's premises as indicated in the Workplace Safety and Health Act.

ARTICLE 23 - OTHER BENEFITS

23.01 Proper Accommodation - Where possible, proper accommodation shall be provided for in all schools and shops for employees of the Division, to have their meals and keep their clothes.

23.02 An employee in receipt of Workers' Compensation shall be paid an amount which combined with the compensation allowance will equal his/her regular salary less the usual deductions. Such additional amounts may be charged against the employee's accumulated sick leave credits. An employee in receipt of Workers' Compensation will be required to continue to pay his/her benefits' premiums for group life insurance and Blue Cross coverage during his/her absence. Failure to do so will result in the benefits coverage being suspended while on Workers' Compensation.

ARTICLE 24 - GROUP BENEFITS

24.01 Group Life Insurance

Effective June 1, 2003, all eligible employees shall participate in the Group Life Insurance Plan in accordance with the terms and conditions of the Master Policy of said Plan.

24.02 Pension Plan

The employer shall make available a Pension Plan and each employee after the completion of six (6) months employment shall participate in that Plan.

ARTICLE 25 - CONTRACTING OUT

In order to provide job security, the employer agrees not to contract out services that would affect present employees, without the mutual agreement of both parties.

ARTICLE 26 - ACCESS TO PERSONNEL FILE

Upon request to the Manager, Human Resources or his/her designate, an employee shall have the right to examine, alone or with a representative of his/her choice, who is so named in the request, the personnel file kept by the Employer for that employee. The Employer shall have the right to have its representative present when the employee is examining his/her personnel file. The Employee shall have the right to receive an exact copy of any document in his/her personnel file. The employee shall be charged for copies at the rate of ten (.10) cents per copy.

**ARTICLE 27 - RETROACTIVE PAY ADJUSTMENTS**

All full-time and part-time employees, employed by the Division within the scope of the bargaining unit at the signing of this Collective Agreement, shall receive retroactive pay adjustment. The Division shall forward all settlement pay owing, to the last mailing address of each employee. All unclaimed settlement pay shall be held in abeyance for a period of sixty (60) working days from the date payment was forwarded to each employee, during which period the employee may claim payment from the Payroll Office, either in writing or upon proof of personal identity. All future claims beyond the aforementioned sixty (60) working days shall be considered null and void. Employees who are no longer with the Division shall be entitled to receive retroactive pay provided that they make written application to the Division no later than forty-five (45) days after the date of the signing of this Agreement.

**ARTICLE 28 - TERM OF AGREEMENT**

This Agreement shall be binding and in effect from March 1, 2015 to February 28, 2019 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, to the other party at least two (2) months prior to the termination date of the collective agreement of their intention to amend the collective agreement.

IN WITNESS WHEREOF the Division has caused these presents to be sealed with the seal of the St. James-Assiniboia School Division, and signed by the Chairman of the Board of Trustees and the Secretary-Treasurer of the Division and the Union has caused these presents to be executed on its behalf by the President, the Secretary, and one additional representative.

SIGNED ON BEHALF OF:

**Canadian Union of Public Employees  
Local No. 744**

**St. James-Assiniboia School Division**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**EFFECTIVE MARCH 1, 2015**

Caretaker rate includes 5th Class Power Engineering rate differential (.20/hr).

	<b>HOURLY RATE</b>	<b>BI-WEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>Caretakers</b>				
RATE 1	\$24.35	\$1,948.00	\$4,236.90	\$50,842.80
RATE 2	\$25.27	\$2,021.60	\$4,396.98	\$52,763.76
<b>Cleaners</b>				
0 - 6 Months	\$18.93	\$1,514.40	\$3,293.82	\$39,525.84
6 Months to 12 Months	\$20.05	\$1,604.00	\$3,488.70	\$41,864.40
12 Months to 24 Months	\$21.79	\$1,743.20	\$3,791.46	\$45,497.52
Over 24 months	\$22.95	\$1,836.00	\$3,993.30	\$47,919.60
<b>Assistant Cleaners</b>				
0 - 6 Months	\$16.19	\$1,295.20	\$2,817.06	\$33,804.72
6 Months to 12 Months	\$17.12	\$1,369.60	\$2,978.88	\$35,746.56
After 12 Months	\$18.32	\$1,465.60	\$3,187.68	\$38,252.16
<b>Relief Assistant Cleaners (10 months 1760 hours)</b>				
0 - 6 Months	\$16.19	\$1,295.20	\$2,374.53	\$28,494.40
6 Months to 12 Months	\$17.12	\$1,369.60	\$2,510.93	\$30,131.20
After 12 Months	\$18.32	\$1,465.60	\$2,686.93	\$32,243.20
<b>Other</b>				
Painter	\$23.98	\$1,918.40	\$4,172.52	\$50,070.24
Utility Worker 2	\$26.88	\$2,150.40	\$4,677.12	\$56,125.44
Utility Worker 1	\$24.74	\$1,979.20	\$4,304.76	\$51,657.12
Bus Driver	\$23.48	\$1,878.40	\$4,085.52	\$49,026.24
Truck Driver	\$23.48	\$1,878.40	\$4,085.52	\$49,026.24
Security Guard	\$13.65	\$1,092.00	\$2,375.10	\$28,501.20
Courier	\$20.46	\$1,636.80	\$3,560.04	\$42,720.48

**NOTE:** 1) BIWEEKLY CALCULATION IS BASED ON THE HOURLY RATE X 80.  
2) MONTHLY CALCULATION IS BASED ON THE 1/12 OF THE ANNUAL RATE.

**Technician**

Effective March 1, 2015  
7.5 hrs per day - 261 days per year

<b>Yr/Incr</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>BIWEEKLY</b>
0	\$24.53	\$48,017.48	\$1,846.83
1	\$25.20	\$49,329.00	\$1,897.27
2	\$26.33	\$51,540.98	\$1,982.35
3	\$27.47	\$53,772.53	\$2,068.17

**EFFECTIVE MARCH 1, 2016**

Caretaker rate includes 5th Class Power Engineering rate differential (.20/hr).

	<b>HOURLY RATE</b>	<b>BI-WEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>Caretakers</b>				
RATE 1	\$24.83	\$1,986.40	\$4,320.42	\$51,845.04
RATE 2	\$25.77	\$2,061.60	\$4,483.98	\$53,807.76
<b>Cleaners</b>				
0 - 6 Months	\$19.31	\$1,544.80	\$3,359.94	\$40,319.28
6 Months to 12 Months	\$20.45	\$1,636.00	\$3,558.30	\$42,699.60
12 Months to 24 Months	\$22.23	\$1,778.40	\$3,868.02	\$46,416.24
Over 24 months	\$23.41	\$1,872.80	\$4,073.34	\$48,880.08
<b>Assistant Cleaners</b>				
0 - 6 Months	\$16.51	\$1,320.80	\$2,872.74	\$34,472.88
6 Months to 12 Months	\$17.46	\$1,396.80	\$3,038.04	\$36,456.48
After 12 Months	\$18.69	\$1,495.20	\$3,252.06	\$39,024.72
<b>Relief Assistant Cleaners (10 months 1760 hours)</b>				
0 - 6 Months	\$16.51	\$1,320.80	\$2,421.47	\$29,057.60
6 Months to 12 Months	\$17.46	\$1,396.80	\$2,560.80	\$30,729.60
After 12 Months	\$18.69	\$1,495.20	\$2,741.20	\$32,894.40
<b>Other</b>				
Painter	\$24.46	\$1,956.80	\$4,256.04	\$51,072.48
Utility Worker 2	\$27.41	\$2,192.80	\$4,769.34	\$57,232.08
Utility Worker 1	\$25.23	\$2,018.40	\$4,390.02	\$52,680.24
Bus Driver	\$23.95	\$1,916.00	\$4,167.30	\$50,007.60
Truck Driver	\$23.95	\$1,916.00	\$4,167.30	\$50,007.60
Security Guard	\$13.92	\$1,113.60	\$2,422.08	\$29,064.96
Courier	\$20.87	\$1,669.60	\$3,631.38	\$43,576.56

**NOTE:** 1) BIWEEKLY CALCULATION IS BASED ON THE HOURLY RATE X 80.  
 2) MONTHLY CALCULATION IS BASED ON THE 1/12 OF THE ANNUAL RATE.

**Technician**

Effective March 1, 2016  
 7.5 hrs per day - 261 days per year

<b>Yr/Incr</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>BIWEEKLY</b>
0	\$25.02	\$48,976.65	\$1,883.72
1	\$25.70	\$50,307.75	\$1,934.91
2	\$26.86	\$52,578.45	\$2,022.25
3	\$28.02	\$54,849.15	\$2,109.58

**EFFECTIVE MARCH 1, 2017**

Caretaker rate includes 5th Class Power Engineering rate differential (.20/hr).

	<b>HOURLY RATE</b>	<b>BI-WEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>Caretakers</b>				
RATE 1	\$25.32	\$2,025.60	\$4,405.68	\$52,868.16
RATE 2	\$26.28	\$2,102.40	\$4,572.72	\$54,872.64
<b>Cleaners</b>				
0 - 6 Months	\$19.70	\$1,576.00	\$3,427.80	\$41,133.60
6 Months to 12 Months	\$20.86	\$1,668.80	\$3,629.64	\$43,555.68
12 Months to 24 Months	\$22.67	\$1,813.60	\$3,944.58	\$47,334.96
Over 24 months	\$23.88	\$1,910.40	\$4,155.12	\$49,861.44
<b>Assistant Cleaners</b>				
0 - 6 Months	\$16.84	\$1,347.20	\$2,930.16	\$35,161.92
6 Months to 12 Months	\$17.81	\$1,424.80	\$3,098.94	\$37,187.28
After 12 Months	\$19.06	\$1,524.80	\$3,316.44	\$39,797.28
<b>Relief Assistant Cleaners (10 months 1760 hours)</b>				
0 - 6 Months	\$16.84	\$1,347.20	\$2,469.87	\$29,638.40
6 Months to 12 Months	\$17.81	\$1,424.80	\$2,612.13	\$31,345.60
After 12 Months	\$19.06	\$1,524.80	\$2,795.47	\$33,545.60
<b>Other</b>				
Painter	\$24.95	\$1,996.00	\$4,341.30	\$52,095.60
Utility Worker 2	\$27.95	\$2,236.00	\$4,863.30	\$58,359.60
Utility Worker 1	\$25.73	\$2,058.40	\$4,477.02	\$53,724.24
Bus Driver	\$24.43	\$1,954.40	\$4,250.82	\$51,009.84
Truck Driver	\$24.43	\$1,954.40	\$4,250.82	\$51,009.84
Security Guard	\$14.20	\$1,136.00	\$2,470.80	\$29,649.60
Courier	\$21.29	\$1,703.20	\$3,704.46	\$44,453.52

**NOTE:** 1) BIWEEKLY CALCULATION IS BASED ON THE HOURLY RATE X 80.  
 2) MONTHLY CALCULATION IS BASED ON THE 1/12 OF THE ANNUAL RATE.

**Technician**

Effective March 1, 2017  
 7.5 hrs per day - 261 days per year

<b>Yr/Incr</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>BIWEEKLY</b>
0	\$25.52	\$49,955.40	\$1,921.36
1	\$26.21	\$51,306.08	\$1,973.31
2	\$27.40	\$53,635.50	\$2,062.90
3	\$28.58	\$55,945.35	\$2,151.74

**EFFECTIVE MARCH 1, 2018**

Caretaker rate includes 5th Class Power Engineering rate differential (.20/hr).

	<b>HOURLY RATE</b>	<b>BI-WEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>Caretakers</b>				
RATE 1	\$25.70	\$2,056.00	\$4,471.80	\$53,661.60
RATE 2	\$26.67	\$2,133.60	\$4,640.58	\$55,686.96
<b>Cleaners</b>				
0 - 6 Months	\$20.00	\$1,600.00	\$3,480.00	\$41,760.00
6 Months to 12 Months	\$21.17	\$1,693.60	\$3,683.58	\$44,202.96
12 Months to 24 Months	\$23.01	\$1,840.80	\$4,003.74	\$48,044.88
Over 24 months	\$24.24	\$1,939.20	\$4,217.76	\$50,613.12
<b>Assistant Cleaners</b>				
0 - 6 Months	\$17.09	\$1,367.20	\$2,973.66	\$35,683.92
6 Months to 12 Months	\$18.08	\$1,446.40	\$3,145.92	\$37,751.04
After 12 Months	\$19.35	\$1,548.00	\$3,366.90	\$40,402.80
<b>Relief Assistant Cleaners (10 months 1760 hours)</b>				
0 - 6 Months	\$17.09	\$1,367.20	\$2,506.53	\$30,078.40
6 Months to 12 Months	\$18.08	\$1,446.40	\$2,651.73	\$31,820.80
After 12 Months	\$19.35	\$1,548.00	\$2,838.00	\$34,056.00
<b>Other</b>				
Painter	\$25.32	\$2,025.60	\$4,405.68	\$52,868.16
Utility Worker 2	\$28.37	\$2,269.60	\$4,936.38	\$59,236.56
Utility Worker 1	\$26.11	\$2,088.80	\$4,543.14	\$54,517.68
Bus Driver	\$24.80	\$1,984.00	\$4,315.20	\$51,782.40
Truck Driver	\$24.80	\$1,984.00	\$4,315.40	\$51,782.40
Security Guard	\$14.41	\$1,152.80	\$2,507.34	\$30,088.08
Courier	\$21.61	\$1,728.80	\$3,760.14	\$45,121.68

**NOTE:** 1) BIWEEKLY CALCULATION IS BASED ON THE HOURLY RATE X 80.  
 2) MONTHLY CALCULATION IS BASED ON THE 1/12 OF THE ANNUAL RATE.

**Technician**

Effective March 1, 2018  
 7.5 hrs per day - 261 days per year

<b>Yr/Incr</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>BIWEEKLY</b>
0	\$25.90	\$50,699.25	\$1,949.97
1	\$26.60	\$52,069.50	\$2,002.67
2	\$27.81	\$54,438.08	\$2,093.77
3	\$29.01	\$56,787.08	\$2,184.12

**EFFECTIVE SEPTEMBER 1, 2018**

Caretaker rate includes 5th Class Power Engineering rate differential (.20/hr).

	<b>HOURLY RATE</b>	<b>BI-WEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>Caretakers</b>				
RATE 1	\$26.08	\$2,086.40	\$4,537.92	\$54,455.04
RATE 2	\$27.07	\$2,165.60	\$4,710.18	\$56,522.16
<b>Cleaners</b>				
0 - 6 Months	\$20.30	\$1,624.00	\$3,532.20	\$42,386.40
6 Months to 12 Months	\$21.49	\$1,719.20	\$3,739.26	\$44,871.12
12 Months to 24 Months	\$23.36	\$1,868.80	\$4,064.64	\$48,775.68
Over 24 months	\$24.60	\$1,968.00	\$4,280.40	\$51,364.80
<b>Assistant Cleaners</b>				
0 - 6 Months	\$17.35	\$1,388.00	\$3,018.90	\$36,226.80
6 Months to 12 Months	\$18.35	\$1,468.00	\$3,192.90	\$38,314.80
After 12 Months	\$19.64	\$1,571.20	\$3,417.36	\$41,008.32
<b>Relief Assistant Cleaners (10 months 1760 hours)</b>				
0 - 6 Months	\$17.35	\$1,388.00	\$2,544.67	\$30,536.00
6 Months to 12 Months	\$18.35	\$1,468.00	\$2,691.33	\$32,296.00
After 12 Months	\$19.64	\$1,571.20	\$2,880.53	\$34,566.40
<b>Other</b>				
Painter	\$25.70	\$2,056.00	\$4,471.80	\$53,661.60
Utility Worker 2	\$28.79	\$2,303.20	\$5,009.46	\$60,113.52
Utility Worker 1	\$26.50	\$2,120.00	\$4,611.00	\$55,332.00
Bus Driver	\$25.17	\$2,013.60	\$4,379.58	\$52,554.96
Truck Driver	\$25.17	\$2,013.60	\$4,379.58	\$52,554.96
Security Guard	\$14.63	\$1,170.40	\$2,545.62	\$30,547.44
Courier	\$21.93	\$1,754.40	\$3,815.82	\$45,789.84

**NOTE:** 1) BIWEEKLY CALCULATION IS BASED ON THE HOURLY RATE X 80.  
2) MONTHLY CALCULATION IS BASED ON THE 1/12 OF THE ANNUAL RATE.

**Technician**

Effective September 1, 2018  
7.5 hrs per day - 261 days per year

<b>Yr/Incr</b>	<b>HOURLY</b>	<b>ANNUAL</b>	<b>BIWEEKLY</b>
0	\$26.29	\$51,462.68	\$1,979.33
1	\$27.00	\$52,852.50	\$2,032.79
2	\$28.23	\$55,260.23	\$2,125.39
3	\$29.45	\$57,648.38	\$2,217.25

Classification and Salary Scale – Cont'd

NOTES: 1. A 5<sup>th</sup> Class Power Engineers' qualification differential of twenty cents (\$.20) per hour shall be paid to employees who hold a valid 5<sup>th</sup> Class Power Engineer's Certificate and who require such certification to perform their duties.

Effective July 1, 2003, a 5<sup>th</sup> class ticket is required for Caretakers at all schools, except where a 4<sup>th</sup> class ticket is required.

2. A differential of twenty-five cents (\$.25) per hour shall be paid to employees who hold a valid 4<sup>th</sup> Class Power Engineer's Certificate and who require such certification to perform their duties.

NOTE: This is not in addition of #1 above.

3. Bus Drivers working the school year only, part-time bus driver, temporary employees and security guards will receive vacation entitlement as a proportionate payment of salary in lieu of vacation.

4. Utility Worker Level I includes: Grounds Person  
Grounds/Structural  
Mechanical  
Painter – Journeyman  
Other

Utility Worker Level II includes: Glazier  
Electronics  
Gardener  
Carpenter  
Mechanical



**APPENDIX "A"**

**ST. JAMES-ASSINIBOIA SCHOOL DIVISION**

**CARETAKER CLASSIFICATION AND DIFFERENTIAL RATE SCHEDULE**

**Includes:**

1. Rate 1: Early Years, Middle Years, BO/Media Centre, Jameswood School, Relief Caretaker, Weekend Boiler Checker.
2. Rate 2: Senior Years Schools.

Revision: 2015

**LETTER OF UNDERSTANDING  
BETWEEN  
THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 744**

**RE: CAR INSURANCE ALLOWANCE FOR IT EMPLOYEES**

IT Employees required to use their own personal vehicle to travel between schools in the course of their job will receive an annual allowance of \$300 upon proof of purchase of All Purpose car insurance coverage, in order to assist with the cost of car insurance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed and agreed on behalf of the Union:    Signed and agreed on behalf of the Division:

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

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

**LETTER OF UNDERSTANDING  
BETWEEN  
THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 744**

**RE: BENEFITS AND VACATION ENTITLEMENTS FOR IT EMPLOYEES**

The following benefits and vacation entitlements apply to IT Employees **only**:

- 1) Dental Plan and Vacation Entitlements: The following employees:

Roy Szeto	Thomas Keep	Mohiddine Sadr
Xi Zhou	Kim Orvis	

will be grandparented into the Dental Plan and vacation entitlements, and any new employees will be as current CUPE agreement effective date of ratification of the Memorandum of Settlement on December 23, 2005.

- 2) Blue Cross Extended Health Coverage: employees may opt into this plan (employee paid).
- 3) Salary Continuance (employee paid).
- 4) Vacation Entitlements:
- i) 4% for employees with less than two (2) years service.
  - ii) 6% for employees with two (2) or more years service but less than five (5) years service.
  - iii) 8% for employees with five (5) or more years service but less than sixteen (16) years service.
  - iv) 10% for employees with sixteen (16) or more years of service.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed and agreed on behalf of the Union:    Signed and agreed on behalf of the Division:

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

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

**LETTER OF UNDERSTANDING  
BETWEEN  
THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 744**

**RE: ARTICLE 17 – VACATIONS**

The Division and the Union agree to the following facts and application of vacation entitlements should an employee's percent of employment change during the course of the vacation earnings year of July 1 – June 30.

Vacation day entitlements are dictated by article 17.01 of the collective agreement. Vacation entitlement is earned in accordance with an employee's percent of employment (FTE) worked throughout the year and any change(s) to an employee's percent of employment will affect vacation entitlement accordingly.

All vacation days must be taken at the employee's current percent of employment and current rate of pay.

$$\frac{\text{Actual Service (Hrs) during the year}}{\text{Maximum Service (Hrs) During the Year for full-time ee (2080)}} \times \text{Rate of Vacation Entitlement (Hrs)} = \text{Employee's Vacation Entitlement (hours for the year)} \times \text{Prevailing Hourly Rate at time of payment} = \text{Total Vacation Paid}$$

Where any change in percent of employment throughout the year results in a net increase in percent of employment, an employee will have vacation days reduced with the option to take unpaid days to the maximum vacation entitlement.\* This option may only be exercised during the year in which the change in FTE has occurred.

Where any change in percent of employment throughout the year results in a net decrease in percent of employment, an employee must take the maximum vacation days, at the current FTE, and will be paid any remaining vacation monies by July 31.\*\*

\*A leave form requesting leave without pay must accompany the request for vacation submission by March 31. If the change occurs after April 30, a leave form must be submitted as soon as possible and will not be unreasonably denied.

\*\*If changes in percent of employment occur after April 30, any remaining vacation monies owed will be paid out as close to July 31 as possible.

The parties acknowledge that by adopting this interpretation of Article 17 that employees will receive vacation entitlement in accordance with FTE worked throughout the previous year.

The adoption of this interpretation of Article 17 shall take force and effect as of July 1, 2012.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed and agreed on behalf of the Union:

Signed and agreed on behalf of the Division:

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

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

**LETTER OF UNDERSTANDING  
BETWEEN  
THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 744**

**RE: COMPUTER TECHNICIANS MODIFIED SHIFT**

Commencing August 20, 2015, the parties agree that from the date schools open each fall to the end of the school year in June, the Division may require Computer Technicians to work a modified shift from 1:00 p.m. to 9:00 p.m.,\*(which includes an unpaid 30 minute meal break).

The understanding between the Division and the Union is as follows:

The requirement for modified hours would be 2 or 3 times per year, on average.

Modified hours could last up to, but not normally exceed 2 weeks in duration.

The Division will provide a minimum of one week notice to employees of the requirement for a modified shift and the number of employees required to work the modified shift.

Depending on the number of employees required to work the modified shift, employees would be initially requested to volunteer to work the modified shift. Should more employees sign up than are required, employees selected would be based on those with the most seniority.

Should there not be enough employees who sign up, the most junior employees would be assigned to work the modified hours for the first shift of the school year, thereafter assignments would be rotated among the workers by the Division, as required.

The Division will maintain a core group of technicians on "day shift."

The Division and Union will meet during the duration of the collective agreement to monitor and discuss the operation of the modified shift.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed and agreed on behalf of the Union:

Signed and agreed on behalf of the Division:

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

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