

AGREEMENT

BETWEEN



THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2085

AND



THE PORTAGE LA PRAIRIE SCHOOL DIVISION

TERM OF AGREEMENT
JANUARY 1, 2018 – DECEMBER 31, 2021

Nov. 23, 2021.

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CUPE Local 2085 and Portage la Prairie School Division

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TERM OF AGREEMENT JANUARY 1, 2014 – DECEMBER 31, 2017

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2085

AND

THE PORTAGE LA PRAIRIE SCHOOL DIVISION

ARTICLE 1 - PREAMBLE

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Subject to the provisions of this Agreement, the operation of the school system and direction of all employees, including the right to hire, suspend, or discharge for just cause, to assign to jobs, to promote, to transfer employees; to increase, decrease or reorganize all staff, and to determine the service necessary, is clearly a function of management and is vested exclusively in the Division. The Division agrees it will not exercise any of the foregoing rights of this Article in a discriminatory manner.
- 2.02 No employee shall lose his/her job as a result of the Division contracting out services.
- 2.03 This contract will be the document that spells out all rights the members of the Union have.
- 2.04 The School Division shall have the right at any time to adopt, effect, alter and enforce policies and procedures not in conflict with the terms of this Agreement.
- 2.05 Any employee who violates a school division policy will be dealt with in accordance with the discipline article of this agreement.



ARTICLE 3 - RECOGNITION

3.01 The Division recognizes the Canadian Union of Public Employees Local 2085 as the sole collective bargaining agent for all employees covered by Certificates MLB #3587 and MLB #3880 issued by the Manitoba Labour Board except casual and student employees, those excluded by *The Manitoba Labour Relations Act* and those positions that the Parties may, from time to time, agree on as being excluded from this Collective Agreement.

3.02 In this Agreement, unless the context otherwise requires, the expression "employee" signifies a person who is employed by the Portage la Prairie School Division as provided for in Appendix A of the Agreement. Furthermore, a:

(a) "full-time" employee and "part-time employee" means an employee who regularly works on a regular and recurring basis.

(b) "temporary employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. One (1) copy of the Agreement entered into between the employee affected and the Division shall be given to the President of the Local and to the Union Representative.

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

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

3.03 Any representative of the Union on a joint committee of negotiations, grievance or liaison, who is an employee of the Division, shall have the right to attend joint committee meetings with the Division, or its designated representatives, held within working hours without loss of remuneration. The Union shall notify the Division, in writing as to the names of the Union members on this committee. For the purposes of negotiations, the Committee will have up to eight (8) members at the bargaining table; the first four (4) of these employees will be paid by the Division and the Union shall reimburse the Division for wages of additional members. For the purposes of grievance meetings or hearings the committee shall not exceed three (3) members. For arbitration hearings, the committee shall not exceed four (4) members.

3.04 Access Agreement

Representatives of the Canadian Union of Public Employees, with the prior approval of the Superintendent responsible for Personnel or his/her designate, shall be given access to the Division's premises at a time and place mutually agreed upon. Request for times shall be outside of the instructional day or during normal break times. The Union will be allowed access to Division property for meetings as long as they book the facility in

advance and with prior approval of the Superintendent/Secretary Treasurer. Approval for meeting times will be at a time mutually agreeable.

ARTICLE 4 -NON DISCRIMINATION

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

ARTICLE 5 - UNION DUES

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

5.02 Deductions

Deductions shall be made from each cheque and shall be forwarded to the Administrative Assistant-Treasurer of the Union Local on the last working day of each month, accompanied by a list of names of employees from whose wages the deductions have been made.

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

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

ARTICLE 6 - GRIEVANCE PROCEDURE

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

All grievances shall be submitted, in writing, stating the Article in the Collective Agreement violated and the solution sought, within fifteen (15) working days of the alleged incident. In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within fifteen (15) days of the said employee returning to work. During the months of July and August, the union shall be provided an extra 5 working days from the alleged incident to submit a grievance.

6.02 Step 1

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

6.03 Step 2

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

Step 3

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

6.05 Step 4

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

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

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

6.08 Time limits in the grievance procedure may be extended with mutual agreement of both parties.

ARTICLE 7 - ARBITRATION PROCEDURE

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

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

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

ARTICLE 8 - JOB DESCRIPTIONS

- 8.01 The Division agrees to create written job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented to and discussed with the Union within four months of signing of this agreement.

ARTICLE 9 - SICK LEAVE

- 9.01 Sick leave is provided for the sole purpose of insuring an income to an employee during periods of illness.
- 9.02 Employees covered by this agreement shall accumulate entitlement for sick leave at the rate of two (2) days per month of active service. Sick leave benefits will be pro-rated for part time employees.
- 9.03 **Sick Leave Maximum**
- The maximum sick leave credits shall be one hundred thirty (130) days.
- 9.04 The maximum sick leave as referred to above shall be reduced by the total number of working days taken as sick leave.

- 9.05 Sick leave credits shall not accrue during periods of:
- i) absences on paid sick leave in excess of five (5) consecutive days
 - ii) leave of absence without pay.
- 9.06 An employee may be required to produce a certificate from a duly qualified physician, who may be appointed by the Division, certifying that the employee was unable to carry out his/her duties due to illness or to verify the fitness of the employee to carry out his/her duties. Upon submission of a receipt the Division will reimburse the employee for the cost of the certificate.

The parties agree that for an employee who is away on extended sick leave beyond two weeks, that the employee should provide to the Division periodic medical updates via medical notes or verbal updates to the Division, as determined on a case by case basis, to assist the Division in appropriate staff replacement planning during the absence or to consider accommodations. Should this need arise, the timeline for check in will be determined in consultation with the union.

The Division and the Union agree that suspected abuses of sick leave will be investigated and proven instances of abuse will result in disciplinary action being taken against the employee in accordance with the discipline article.

- 9.07 In any case of absence due to illness, the employee shall report the matter to the employee's supervisor at least one (1) hour prior to the time the employee's work commences.
- 9.08 Following sick leave of any duration, the employee shall report his/her availability for work at least eight (8) hours before reporting to duty.
- 9.09 For bus drivers, in any case of absence due to illness, the employee shall report the matter to the employee's supervisor at least two (2) hours prior to the time the employee's work commences.
- 9.10 For bus drivers, following sick leave of any duration, the employee shall report his/her availability for work at least eight (8) hours prior to the morning run and at least four (4) hours prior to the afternoon run.
- 9.11 Sick leave is not payable to employees in the following circumstances:
- a) In any instance where sick leave is payable and an employee is entitled to wage loss benefits from an outside source, (other than a private personal plan to which the employee might subscribe or a payment related to injury which may arise out of legal proceedings, but not including Manitoba Public Insurance benefits), the sick leave provided under this collective agreement shall be the final payer. In such instance the payment from the plan when combined with the wage loss benefit shall not be greater than the employee's regular salary.
 - b) where an employee who is engaged in an employment for a wage or a profit;
 - c) whose illness results from the use of drugs or alcohol and who refuses to continue their participation in a pre-existing treatment plan with a licensed physician or in a pre-established recognized program of treatment for the use of drugs or alcohol.

9.12 Family Leave

Up to five (5) days of sick leave per year may be used to attend to illness or injury or medical appointment of the employee's immediate family. Immediate family to include mother-in-law, father-in-law and grandchildren.

ARTICLE 10 - PAYMENT OF WAGES

10.01 Pay Days

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

ARTICLE 11 - STRIKES AND LOCKOUTS

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

ARTICLE 12 - HOURS OF WORK

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

12.01 Custodians and Maintenance Employees

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

12.02 Clerical Employees

Regular hours of work shall be seven and one-quarter (7 1/4) consecutive hours per day, thirty-six and one-quarter (36 1/4) hours per week. The work week will be considered a Monday to Friday.

12.03 Educational Assistants and Library Assistants

The regular hours of work for designated full time assistants shall be between five and one-half (5 1/2) hours and six (6) consecutive hours per day, up to thirty (30) hours per week. The work week will be considered Monday to Friday.



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

12.05 Computer Technicians

Regular hours of work shall be seven (7) hours per day, thirty-five (35) hours per week.

12.06 Rest Breaks

- a) Employees working 4 hours or more will be given one paid 15-minute rest break.
- b) In addition to a paid 15-minute rest break in 12.03.01, employees working 5 hours to 7 ¼ hours will be given one unpaid meal break of at least 30 minutes.
- c) Employees working 8 hours per day shall be entitled to 1 paid 15-minute rest break in the first part of the shift and one paid 15-minute rest break in the 2nd half of the shift, in addition to an unpaid meal break of 30 minutes. Employees working a night shift and who are required to stay in a building during their meal period will receive a paid meal break of 30 minutes.

ARTICLE 13 - OVERTIME

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

13.02 When an employee is directed to work beyond the regular hours as outlined in Article 12, such hours shall be paid for at straight time up until the employee has worked eight (8) hours. Any time worked consecutively thereafter for that shift will be paid for at one and one-half (1 ½) the employee's hourly rate.

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

13.04 Call Back Pay Guarantee

An employee who is called into work outside his/her regular working hours and who physically arrives at the workplace shall be paid a minimum of two (2) hours at overtime rates.

13.05 Employees who are contacted outside of normal working hours because of a supervisory alarm or monitoring alarm shall be paid an amount equivalent to an hour at their regular rate of pay.

ARTICLE 14 - JURY DUTY

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

ARTICLE 15 - TEMPORARY ASSIGNMENT

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

ARTICLE 16 - INTERPRETATION

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

ARTICLE 17 - STATUTORY HOLIDAYS

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

New Year's Day	Louis Riel Day	Good Friday
Victoria Day	Canada Day	Terry Fox Day
Labour Day	Thanksgiving Day	Christmas Day
Boxing Day		

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

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

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

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

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

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

ARTICLE 18 - VACATIONS

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

18.02 Twelve (12) Month Employees

For purpose of calculating vacation entitlement for twelve (12) month employees shall accrue vacation as follows:

- (a) Upon completion of an employee's first (1st) full year of continuous service, ten (10) days' vacation;
- (b) Upon completion of an employee's second (2nd) year of continuous service, fifteen (15) days of vacation;
- (c) Upon completion of an employee's eighth (8th) year of continuous service, twenty (20) days of vacation;
- (d) Upon completion of an employee's fifteenth (15th) year of continuous service, twenty-five (25) days of vacation;
- (e) Upon completion of an employee's twenty-third (23rd) year of continuous service, thirty (30) days of vacation.

18.03 Ten (10) Month Employees

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

- (a) Upon completion of an employee's first (1st) full year of continuous service, ten (10) days of vacation;
- (b) Upon completion of an employee's second (2nd) year of continuous service, fifteen (15) days of vacation;
- (c) Upon completion of an employee's eighth (8th) year of continuous service, twenty (20) days of vacation;
- (d) Upon completion of an employee's sixteenth (16th) year of continuous service, twenty-five (25) days of vacation;
- (e) Upon completion of an employee's twenty-third (23rd) year of continuous service, thirty (30) days of vacation.

On the last business day of May, the Division will pay out any remaining accumulated vacation for ten (10) month employees not used during the school breaks during the school year.

18.04 Bus Drivers

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

- (a) Less than one (1) year since date of hire – four percent (4%) vacation pay;
- (b) One (1) full year or more since date of hire – six percent (6%) vacation pay;
- (c) Eight (8) full years or more since date of hire – eight percent (8%) vacation pay;
- (d) Sixteen (16) full years or more since date of hire – ten percent (10%) vacation pay;
- (e) Twenty-four (24) full years or more since date of hire – twelve percent (12%) vacation pay.

18.05 Employees who resign

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

18.06 Vacation Periods

- (a) Twelve (12) month employees shall submit their preferred vacation period to the Division for approval, prior to May 1 of each year. Normally, workload permitting, vacations will be taken during July and August. Requests for vacation other than for the period of July and August shall be made in writing to the Division.
- (b) Twelve (12) month employees shall be allowed to carry over three (3) days of unused vacation into the following vacation year. Carried over days cannot be accumulated from year to year.
- (c) Notwithstanding 18.06 (b), if a twelve (12) month employee has not used up their vacation time during a given year (July to June), the Division will assign days to be used as vacation leave or the Division will pay out the remaining vacation leave at the end of June in that school year.

18.07 Discharged Employees

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

ARTICLE 19 - UNION ACTIVITY

19.01 The Union agrees that neither the Union nor its officers shall actively engage in discussion regarding soliciting of non-unionized employees to join the Local or collection of dues from its members. Union Officers may discuss such issues on their breaks as long as it does not adversely affect their duties.

ARTICLE 20 - COPIES OF THE AGREEMENT

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

ARTICLE 21 - PROBATIONARY PERIOD

21.01 For any employees hired after date of signing:

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

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

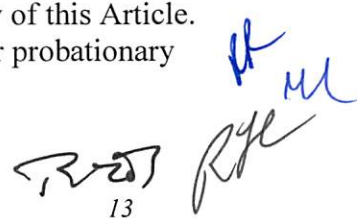
21.03 At any time during this period, the probationary employee may be suspended or dismissed by the Division without any reason or notice being given therefore and notwithstanding any other provision in this Agreement there shall be no appeal against such suspension or dismissal.

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

ARTICLE 22 - SENIORITY

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

22.02 Seniority lists for each classification will be revised annually, on November 1st of each year. A copy of each list will be posted on the bulletin board; and a copy of each will be given to the Union. If an employee does not challenge the position of his/her name first appeared on the seniority list within the first thirty (30) days from the date his/her name first appeared on the seniority list, provided he/she is at work when the list is posted, then he/she shall be deemed to have proper seniority standing. In the event of absence from work, any time he/she returns to work. The posting shall include a copy of this Article. Seniority of the employee will be established after completion of his/her probationary period but will be effective from the date of last hire.



22.03 An employee shall retain and accrue seniority if he/she is absent from work because of:

- (a) illness or accident to a maximum of six (6) months;
- (b) vacation or paid holidays;
- (c) a leave of absence of up to thirty (30) days.

An employee shall retain but shall not accrue seniority if:

- (a) he/she is absent because of illness or accident over six (6) months but less than twelve (12) months;
- (b) he/she is promoted outside of the bargaining unit and has not completed his/her trial period on the job outside of the bargaining unit;
- (c) he/she is laid off for less than one (1) year;
- (d) he/she is on unpaid leave of absence in excess of thirty (30) days but less than one (1) year.

22.05 Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) he/she is discharged and not reinstated;
- (b) he/she resigns in writing;
- (c) he/she is laid off for a period longer than one (1) year;
- (d) he/she fails to report for duty after notification to his/her last known address or phone number to do so following a lay-off; the onus is on the employee to inform the Division of his/her current address and telephone number;
- (e) he/she is on leave of absence longer than one (1) year;
- (f) he/she is retired;
- (g) he /she fails to report for duty without valid reason at the termination of a leave of absence, vacation or suspension.

ARTICLE 23 - LAY OFF AND RECALL

23.01 Employees shall be laid off in reverse order of classification of seniority.

23.02 The Division shall give the employee written notice of the date on which he/she is to be laid off at least one (1) month before the date on which he/she is to be laid off or in the absence of such notice shall grant pay in lieu thereof.

23.03 Notification of recall following a lay off shall be sent by registered letter with acknowledgement of receipt to the last reported address of the employee.

23.04 No new employee shall be hired until those laid off who meet the requirements of the job have been given an opportunity of recall.

23.05 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of lay off starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employees possess, in the sole and exclusive judgement of the Division, the ability, skill,

qualifications and reliability to perform the work. Such judgement will not be exercised in a discriminatory manner.

23.06 Educational Assistants who receive written notification of a reduction in hours of work after September 30th of any school year, may elect to accept the reduction or to be laid off, to be placed on a re-employment list subject to recall in accordance with Article 23.05.

23.07 An employee on the recall list shall remain on the list for a period of one (1) year. After the one-year period, the employee will lose their seniority and their employment relationship with the Division will be terminated.

ARTICLE 24 - LABOUR MANAGEMENT COMMITTEE

24.01 A Labour Management Committee shall be established consisting of equal representatives of the Union and of the Division. The Committee shall concern itself with the following matters:

- (a) Promoting safety and sanitary practices;
- (b) Increasing operating efficiency by promoting cooperation in effecting economy moves;
- (c) Reviewing suggestions from employees;
- (d) Improving the quality of service to the school children and the ratepayers of the Portage la Prairie School Division.

24.02 The Committee shall meet when requested by either party at a time and place suitable to both parties.

24.03 Matters that are subject to the Grievance Procedure shall not be discussed at the Committee meetings.

24.04 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Division and does not have the power to bind either the Union or its members or the Division to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Division with respect to its discussions and conclusions.

ARTICLE 25 - MAINTENANCE OF EMPLOYEE BENEFITS

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

and the employee may make contributions shall be made at the sole discretion of the Division.

25.02 Pension Plan

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

25.03 Group Life

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

ARTICLE 26 - EXTRA CURRICULAR TRIPS

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

26.02 Extra-curricular trips will be subject to overtime as per *The Manitoba Employment Standards Code*.

26.03 The Division will provide to the Union a monthly list of all extra-curricular trips and the employees who accepted the extra-curricular trips.

26.04 Extra-curricular trips will be paid according to the agreement.

ARTICLE 27 - PROMOTIONS AND STAFF CHANGES

27.01 When a position within the scope of the Agreement becomes vacant or when a new position within the scope of the Agreement is established, the Division will post a notice of the position for a period of five (5) working days. Employees who wish to apply must do so during the five (5) working day period. A copy of any job postings during winter and spring breaks will be emailed to the President and the Administrative Assistant of the local and will be posted on the Portage la Prairie School Division website.

27.02 A copy of any job posting made during the months of July and August will be e-mailed to both the President and the administrative assistant of the Local, and shall be posted on the Portage la Prairie School Division website.

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

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

27.05 Should an employee take a position in another classification the rate of pay in the new position shall be the increment step closest to the employee's existing rate of pay. Should the existing rate of pay fall between increment steps in the new classification, the employee shall be moved to the higher increment step.

ARTICLE 28 - DISCIPLINARY ACTION AND UNSATISFACTORY PERFORMANCE

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

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

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

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

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

ARTICLE 29 - LEAVE OF ABSENCE

29.01 General Leave of Absence

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

29.02 Leave for Union Business

An employee who is elected or selected for a full-time position with the Union may be granted leave of absence without loss of seniority for a period of two (2) years. Such leave shall be renewed each year, on request, during his/her term of office. Such employee shall receive his/her pay and benefits as provided for in this Agreement but the Union shall reimburse the Division the employee's salary plus the cost of fringe benefits.

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

29.03 Maternity Leave, Paternity Leave and Adoption Leave

Maternity, Paternal and Adoption Leave shall be granted in accordance with *The Manitoba Employment Standards Code*.

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

29.04 Bereavement Leave

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

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

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

ARTICLE 30 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

30.01 Right to Examine Personnel File

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

personnel file. The employee shall have the right to initial and date any documents on his/her file.

30.02 Opportunity to Sign Form

When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee will be given a copy of the evaluation and will have the chance to respond in writing within five (5) working days from the time it was presented. Both the original evaluation and the employee's response will then be entered into the employee's file.

30.03 Performance evaluations are not grievable.

ARTICLE 31 – MISCELLANEOUS

31.01 Tool and Work Boot Allowance:

Plumbers, Electricians, Bus Mechanics, Computer Technicians and Journeyman Carpenters shall receive up to five hundred dollars (\$500) annually for a tool allowance.

Employees are to submit receipts, approved by their Supervisor, to the Division Office for tools purchased for their positions. Once approved, the Division will reimburse the employee up to the amount provided in this clause.

Effective January 2021, employees who are required to wear hard-toed safety boots by the Employer shall receive a work boot allowance up to two hundred dollars (\$200) every one (1) year. These employees are to submit receipts, approved by their Supervisor, to the Division Office for safety boots purchased for their position. Employees required to wear CSA approved safety boots or shoes are:

- (a) All Maintenance staff
- (b) Bus Mechanics
- (c) Cleaners
- (d) Custodians
- (e) Computer Technicians

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

- 5th Class Power Engineer
- Electrician
- HVAC
- Bus Driver Abstract
- M Class
- MOPIA Certificate
- Bus Driver required physicals

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

31.03 CPR/First Aid

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

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

ARTICLE 32 – DURATION

32.01 This Agreement shall be binding and in effect from January 1, 2018 to December 31, 2021.

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

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

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

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

ARTICLE 33 – INCENTIVE PROGRAMS

33.01 The Board may introduce voluntary recruitment, retirement, or resignation programs at any time. The conditions of the programs shall be determined by the Board. The Board will notify the Union if they are implementing such a plan and the conditions and qualifiers of said plan.



ARTICLE 34 – CONTRACTUAL DISCRIMINATION

34.01 All provisions in the Agreement have been negotiated in good faith with the specific understanding that the provisions and their administration contain no elements of discrimination. In the event that any of the provisions are deemed to be discriminatory, the parties will negotiate the necessary adjustments to ensure there is no increased cost to the Division.

ARTICLE 35 – PROFESSIONAL DEVELOPMENT

35.01 There may be professional development situations where an employee requests to the Division to take professional development as it directly relates to their job and enhances their ability to do their job in accordance with the marketplace. This professional development typically requires tuition, course work, study, examination and results in an accredited certification. For courses where the Division covers the cost of tuition and where the total cost exceeds \$2,000, the employee is obligated to continue working for the Division for a minimum of two years from the date of certification. If the employee resigns from employment with the Division within two years after certification, the employee will have to be pay a pro-rated portion of the tuition back to the Division based on the following resignation time lines:

After Date Of Certification	Amount Employee To Pay To The Division
0 to 3 months	90%
3 months to 6 months	75%
6 months to 12 months	50%
12 months to 18 months	25%
18 months to 24 months	10%



SIGNING PAGE

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


**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2085**



President




Secretary

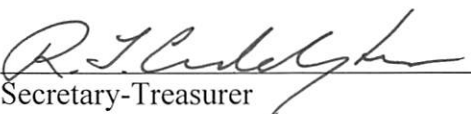


CUPE Representative

**PORTAGE LA PRAIRIE
SCHOOL DIVISION**



Board Chairman



Secretary-Treasurer

Dated this 23th day of November, 2021.



APPENDIX "A"
PORTAGE LA PRAIRIE SCHOOL DIVISION

*Wage Adjustments: \$200 allowance per year for working in a school with over 500 students

** COLA to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12-month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to January 1, 2021.

<i>Classification</i>		1-Jan-18	1-Jan-19	01-Jan-20	01-Jan-21 COLA**
Cleaners	Start	14.79	15.00	15.08	15.58
	1 Year	15.11	15.32	15.40	15.91
	2 Years	15.61	15.83	15.91	16.44
	3 Years	16.11	16.34	16.42	16.96
Custodians Charge (with Certificate)*	Start	20.49	20.78	20.88	21.57
	1 Year	20.92	21.21	21.32	22.02
	2 years	21.78	22.08	22.19	22.92
	3 Years	22.63	22.95	23.06	23.82
Custodians Charge (without Certificate)*	Start	18.66	18.92	19.01	19.64
	1 Year	19.07	19.34	19.44	20.08
	2 Years	19.91	20.19	20.29	20.96
	3 Years	20.73	21.02	21.13	21.83
Maintenance Person	Start	20.49	20.78	20.88	21.57
	1 Year	20.92	21.21	21.32	22.02
	2 Years	21.78	22.08	22.19	22.92
	3 Years	22.62	22.94	23.05	23.81
Stock Control	Start	21.29	21.59	21.70	22.42
	1 Year	21.74	22.04	22.15	22.88
	2 Years	22.61	22.93	23.04	23.80
	3 Years	23.48	23.81	23.93	24.72
Journeyman Electrician	Start	29.06	29.47	29.62	30.60
	1 Year	29.61	30.02	30.17	31.17
	2 Years	30.65	31.08	31.24	32.27
	3 Years	31.69	32.13	32.29	33.36
Journeyman Carpenter	Start	27.63	28.02	28.16	29.09
	1 Year	28.10	28.49	28.63	29.57
	2 Years	29.13	29.54	29.69	30.67
	3 Years	30.09	30.51	30.66	31.67

PL
 April 12/22
 Change to COLA.
 RJK.
 April 6, 2022
 Apr 28/22
 MC

APPENDIX "A"
PORTAGE LA PRAIRIE SCHOOL DIVISION

(cont'd)

<i>Classification</i>		01-Jan-18	01-Jan-19	01-Jan-20	01-Jan-21 COLA
Journeyman Painter	Start	25.76	26.12	26.25	27.12
	1 Year	26.20	26.57	26.70	27.58
	2 Years	27.15	27.53	27.67	28.58
	3 Years	28.05	28.44	28.58	29.52
Head Mechanic	Start	28.45	28.85	28.99	29.95
	1 Year	28.95	29.36	29.51	30.48
	2 Years	29.99	30.41	30.56	31.57
	3 Years	31.01	31.44	31.60	32.64
Mechanic	Start	27.47	27.85	27.99	28.91
	1 Year	27.94	28.33	28.47	29.41
	2 Years	28.94	29.35	29.50	30.47
	3 Years	29.91	30.33	30.48	31.49
HVAC Technician	Start	30.88	31.31	31.47	32.51
	1 Year	31.48	31.92	32.08	33.14
	2 Years	32.58	33.04	33.21	34.31
	3 Years	33.78	34.25	34.42	35.56
Painter's Assistant	Start	16.89	17.13	17.22	17.79
	1 Year	17.24	17.48	17.57	18.15
	2 Years	18.01	18.26	18.35	18.96
	3 Years	18.72	18.98	19.07	19.70
Administrative Assistants	Start	21.29	21.59	21.70	22.42
	1 Year	21.74	22.04	22.15	22.88
	2 Years	22.61	22.93	23.04	23.80
	3 Years	23.48	23.81	23.93	24.72
Clerical Assistants	Start	18.91	19.17	19.27	19.91
	1 Year	19.28	19.55	19.65	20.30
	2 Years	20.04	20.32	20.42	21.09
	3 Years	20.74	21.03	21.14	21.84

APPENDIX "A"

(cont'd)

		01-Jan-18	01-Jan-19	01-Jan-20	01-Jan-21 COLA
Bus Drivers	Start	17.59	17.84	17.93	18.52
	1 Year	17.99	18.24	18.33	18.93
	2 Years	18.80	19.06	19.16	19.79
	3 Years	19.56	19.83	19.93	20.59
Library Assistants	Start	19.03	19.30	19.40	20.04
	1 Year	19.36	19.63	19.73	20.38
	2 Years	20.04	20.32	20.42	21.09
	3 Years	20.74	21.03	21.14	21.84

Educational Assistants - Special Needs and Speech	Start	18.91	19.17	19.27	19.91
	1 Year	19.28	19.55	19.65	20.30
	2 Years	20.04	20.32	20.42	21.09
	3 Years	20.74	21.03	21.14	21.84

Deaf Sign Language Interpreter or American Sign Language Educational Assistant	ASL EA Vista 101, 102, 103	22.96	23.28	23.40	24.17
	ASL EA Vista 201, 202, 203	25.18	25.53	25.66	26.51
	ASL EA Vista 302, 303	27.40	27.78	27.92	28.84
	Certified ASL	29.63	30.04	30.19	31.19

Computer Technician	Start	26.65	27.02	27.16	28.06
	1 Year	27.54	27.93	28.07	29.00
	2 Years	28.74	29.14	29.29	30.26
	3 Years	29.63	30.04	30.19	31.19
Computer Network Administrator	Start	30.39	30.82	30.97	31.99
	1 Year	31.48	31.92	32.08	33.14
	2 Years	32.52	32.98	33.14	34.23
	3 Years	33.59	34.06	34.23	35.36

APPENDIX "B"

BUS DRIVER COMPENSATION

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

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

<i>From</i>	<i>To</i>	<i>Hours</i>
0	30.0	4.00
30.1	37.0	4.25
37.1	44.0	4.50
44.1	51.0	4.75
51.1	58.0	5.00
58.1	65.0	5.25
65.1	72.0	5.50
72.1	79.0	5.75
79.1	86.0	6.00
86.1	93.0	6.25
93.1	100	6.5
100.1	107	6.75

Drivers will be paid at the Appendix "A" rates based on the above hours.



LETTER OF UNDERSTANDING

BETWEEN

THE PORTAGE LA PRAIRIE SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2085

RE: PENSION

In the event that the provincial government implements an education sector defined benefit pension plan that is one hundred percent (100%) funded by the Government, the Portage la Prairie School Board agrees to meet with the Local Union to consult and discuss.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2085**



President




Secretary




CUPE Representative

**PORTAGE LA PRAIRIE
SCHOOL DIVISION**



Board Chairman



Secretary-Treasurer

Dated this 23 th day of November, 2021.

LETTER OF UNDERSTANDING

BETWEEN

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

RE: CUSTODIANS AND MAINTENANCE EMPLOYEES SCHEDULED HOURS

For the duration of this Agreement, the Division will not introduce split shifts for the Custodians and maintenance employees.

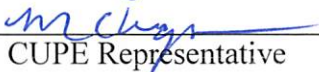
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2085



President



Secretary



CUPE Representative

PORTAGE LA PRAIRIE SCHOOL
DIVISION



Board Chairman



Secretary-Treasurer

Dated this 23 day of November, 2021.



LETTER OF UNDERSTANDING

BETWEEN

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

RE: LONG TERM DISABILITY PLAN

In the event that CUPE approaches the Division with a Long Term Disability Plan, the Board agrees to discuss. If the administration of a Plan is agreeable and the premiums are 100% employee paid, the Division agrees to administer the Plan.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2085



President



Secretary

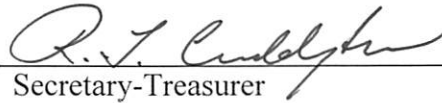


CUPE Representative

PORTAGE LA PRAIRIE SCHOOL
DIVISION



Board Chairman



Secretary-Treasurer

Dated this 23 day of November, 2021.



LETTER OF UNDERSTANDING

BETWEEN

THE PORTAGE LA PRAIRIE SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2085

SUMMER VACATION LEAVE

Effective the summer of 2015, the Division and Union agree that on a trial basis, 12 month full-time employees will be allowed to take five (5) days unpaid leave during the summer break. Employees who decide to exercise this option must inform the Division in writing by June 15 of the previous calendar year and will be granted only if operational requirements permit (e.g. For the summer of 2016, written notice must be given by June 15, 2015 - note - for 2015 notice must be given by September 1, 2014). The Leave will be granted only if operational requirements permit.

Employees who request this unpaid leave may also request to have 2% of their wages held back from each pay cheque throughout the year in order for them to receive pay during the five (5) day leave period.


CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2085



President




Secretary



CUPE Representative

PORTAGE LA PRAIRIE SCHOOL
DIVISION




Board Chairman



Secretary-Treasurer

Dated this 23 day of November, 2021.



LETTER OF UNDERSTANDING

BETWEEN

THE PORTAGE LA PRAIRIE SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2085

EARLY START FOR ADMINISTRATIVE & CLERICAL EMPLOYEES

During the life of this Agreement, administrative assistant and clerical staff may be required by the Division to start their work year in August. The Division will notify employees in writing by June 15 prior to August of when employees are to come in to work.


CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2085



President

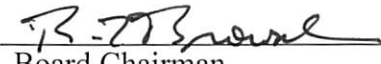


Secretary

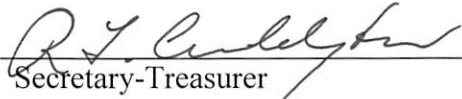


CUPE Representative

PORTAGE LA PRAIRIE SCHOOL
DIVISION



Board Chairman



Secretary-Treasurer

Dated this 23 day of November, 2021.

