

# COLLECTIVE AGREEMENT

BETWEEN

**CUPE** / Canadian Union  
of Public Employees  
**LOCAL 3164**

AND



**TERM OF AGREEMENT:**

**JULY 1, 2019 TO JUNE 30, 2022**

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## **ARTICLE 1 - PREAMBLE**

It is the objective of the parties that the obligation of the School Division for successful execution and fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

It is, therefore, the intent of the parties to set forth herein their Agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Division, the Union and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes, or other interference with the work of the Division during the life of this Agreement, to recognize the value of joint discussions and negotiations on certain matters pertaining to working conditions, hours of work, wage scales and to encourage efficiency in operations and to promote harmonious relations between the Division, its employees and the Union.

## **ARTICLE 2 - DEFINITIONS AND SCOPE**

- 2.01 This Agreement covers all employees as outlined by the MLB Certificate #4304 and as listed in Schedule "A", except casual employees, those excluded by the *School Act*, and those positions that the parties may, from time to time, mutually agree on as being excluded from this Collective Agreement.
- 2.02 In this Agreement, unless the context otherwise requires, the expression "employee" signifies a person who is employed by the Evergreen School Division. Furthermore:
- (a) Regular Full-time Employees are those working the prescribed hours of work as per Article 13 (Hours of Work) and who have satisfactorily completed the probationary period.
  - (b) Regular Part-time Employees are those working less than the prescribed hours of work as per Article 13 (Hours of Work) and who have satisfactorily completed the probationary period.
  - (c) Temporary Employees are those hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event but in no event will this period of time exceed twelve (12) consecutive calendar months except by mutual consent of both parties to this Agreement. If an extension is agreed to, the employee will be deemed a regular employee as per (a) or (b) above. In the event a temporary employee becomes a regular employee their seniority shall include previous temporary service with the Division.

The deemed regular employee provision of this Article shall not apply to temporary employees hired for maternity/parental leaves. However, if a temporary employee hired for a maternity/parental leave is subsequently rehired as a regular employee, their seniority shall include this temporary service.

- (d) Casual Employees are those who are employed on an irregular and/or unscheduled basis or employed for thirty (30) consecutive working days or less in the same position. A casual employee is not covered by this Agreement. However, they shall be paid the rate of pay as per Schedule "A" for the position they assume.
- (e) Students hired during the period of May 1 to September 30 of each year will not be covered by this Agreement.
- (f) Probationary Employees are those employees of the Division who are in the process of fulfilling the probationary requirement as set out in subparagraph (a), (b) above and Article 9 of this Collective Agreement.

With the exception of temporary employees who become regular employees by virtue of the passage of time as covered in subparagraphs (c), prior service as a temporary or casual employee shall not count as part of the probationary period leading up to regular employment.

### **ARTICLE 3 - RECOGNITION**

3.01 The Division recognizes the Canadian Union of Public Employees and its Local 3164 as the sole and exclusive bargaining agent for all of its employees covered in MLB #4304 and/or classified and covered by this Agreement.

3.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and its advisors when dealing or negotiating with the Division. Such representative(s) advisor(s) shall have access to the Division's premises as follows:

Representative 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.

3.03 The Union recognizes the right of the Division to determine matters in respect to employment. Subject to the provisions of this Agreement, the operation of the schools and direction of the work force; including the right to hire, suspend or discharge for just cause; to assign to jobs; to classify; to promote; to transfer employees among the schools; to increase; decrease or reorganize the work force; and to determine the services necessary for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Division or its agent.

The Division agrees that it will not exercise any of the foregoing rights of this clause in a discriminatory manner.

3.04 The Division agrees that any exercise of rights under this Article in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.

3.05 The School Division shall have the right at any time to adopt, effect, alter and enforce rules and regulations not in conflict with the terms of this Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION**

4.01 The Division and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination.

4.02 The definition of discrimination shall consist of the definition contained in the Manitoba *Human Rights Code*.

4.03 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

#### **ARTICLE 5 - UNION SECURITY AND CHECKOFF**

5.01 All employees who come under the scope of this Agreement shall, effective from the date of signing this Agreement, have an amount equal to the current monthly Union dues deducted by the Division for each month's pay. Such dues shall be forwarded to the Secretary-Treasurer of CUPE Local 3164, together with a list of the names of the employees from whom deductions have been made by the 15<sup>th</sup> day of the month following the deductions.

5.02 The Union shall notify the Division in writing of any changes in the amount of dues at least two (2) months in advance of the end of the pay period in which monthly deductions are to be made.

- 5.03 (a) For new employees, payroll deductions as set out in Article 5.01 shall become effective from the start of the first pay period immediately following the commencement of employment.
- (b) Union dues shall not be deducted from persons classified as casual employees as defined in Article 2.02.
- (c) The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, action and the proceedings of any kind from all costs which may arise or be taken against the Division by reason of the Division making the deduction of Union dues as provided for in this Article.

## **ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS**

- 6.01 The Union shall notify the Division in writing, as to the names of the Union members on the Bargaining Committee. The Bargaining Committee shall consist of up to six (6) members of the Union, not inclusive of the CUPE National Representative.
- 6.02 In each instance, upon receiving permission subject to the operation of the Division from such employee's supervisor, an officer or official representative of the Union shall be granted time off with pay to attend meetings with the Division or Division representatives.
- 6.03 When a new position within the scope of this Agreement not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Division and the Union. The Employer shall have the right to temporarily establish a rate of pay until the regular rate of pay for the new classification(s) have been agreed upon. If the parties are unable to agree on the classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 Should a dispute arise between the Division and any employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner.

The grievance 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) working days of the said employee returning to work. Replies to grievances shall be in writing at all stages.

- 7.02 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 ten (10) working days after receipt of the grievance.
- 7.03 Step 2 - Failing satisfactory settlement within ten (10) working days after the grievance was submitted under Step 1, the grievance may be submitted to the Superintendent. The Superintendent shall render his decision within ten (10) working days after receipt of such submission.
- 7.04 Step 3 - Failing satisfactory settlement being reached in Step 2, the grievor may submit the written grievance, within ten (10) working days following the Superintendent's response, to the Board of Trustees who shall render its decision within ten (10) working days after the next regularly scheduled Board meeting.
- 7.05 Step 4 - Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their intent to proceed or not proceed to arbitration within twenty (20) working days.
- 7.06 In cases of discharge or suspension, Step 1 of the grievance procedure may be bypassed.
- 7.07 The time limits in the grievance procedure may be extended by consent of the parties to this Agreement in writing.

## **ARTICLE 8 - ARBITRATION**

- 8.01 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.
- 8.02 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 chairperson.

8.03 If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within fourteen (14) days, the appointment shall be made by the Minister of Labour upon the request of either party.

8.04 Who May Be an Arbitrator

No person shall be selected as a member of an Arbitration Board who:

- (a) is acting, or has in a period of six (6) months preceding the date of his/her appointment acted, in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties.
- (b) has any pecuniary interest in the matter referred to the Board.

8.05 The decision of the Arbitration Board shall be final and binding on both parties, but in no event shall the Arbitration Board alter, modify or amend this Agreement in any respect.

8.06 The parties to this Agreement request that the Arbitration Board hand down its decision within fifteen (15) days from the date of the hearing.

8.07 Each party shall pay the fees and expenses of its appointee and one-half (½) of the fees and expenses of the Chairperson.

8.08 The time limits in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement in writing.

8.09 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single arbitrator.

**ARTICLE 9 - PROBATION PERIOD AND CALCULATION OF SENIORITY**

9.01 Every employee shall be placed on probation from the date on which employment commenced for a three (3) month 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 three (3) months, that his/her probationary period has been extended along with the reason for the extension. Should the probationary period be extended to the full six (6) months, one (1) week's notice shall be given prior to retention or release.



- 9.02 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 suspension or discharge or be entitled to paid sick leave during their initial probationary period. However, upon completion of their probationary period, employees shall be credited with the applicable number of days retroactive to the first day of employment.
- 9.03 After completion of the probationary period an employee's seniority shall be effective from the first day of employment.
- 9.04
- (a) Seniority shall be defined as the length of continuous service (excluding overtime) in the bargaining unit from the most recent date of hire and shall be one of the factors used in determining preference or priority for promotions, demotions, transfers, layoffs and recalls in accordance with the terms of other related Articles of this Agreement.
  - (b) Seniority shall be maintained and accumulated during:
    - (i) absence due to sickness or accident up to one (1) year;
    - (ii) vacation, paid holidays, or summer layoff;
    - (iii) an authorized leave of absence of up to sixty (60) days;
    - (iv) any period of maternity/parental leave as prescribed in the *Employment Standards Code*.
  - (c) Seniority shall be maintained but not accumulated during:
    - (i) an authorized leave of absence in excess of sixty (60) days but less than one (1) year;
    - (ii) a period of layoff less than one (1) year. However, seniority shall accrue for any periods of casual or temporary employment;
    - (iii) absence due to sickness or accident greater than one (1) year.
  - (d) 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:
    - (i) the employee is discharged and is not reinstated;
    - (ii) the employee resigns in writing;

- (iii) the employee is laid off for a period longer than one (1) year, unless additional accumulation has accrued as per (c) (ii) above;
- (iv) the employee fails to return to work following an authorized leave of absence;
- (v) the employee does not return to work from layoff within ten (10) working days of being notified by registered mail to do so;
- (vi) the employee is retired.

- 9.05
- (a) A seniority list shall be prepared by the Board and revised annually, by April 30<sup>th</sup> of each year. A copy of the list will be posted on bulletin boards and a copy given to the Union. If an employee does not challenge the position of his/her name on the seniority list within the first twenty (20) working days from the date his/her name first appeared on the seniority list or to errors or changes occurring subsequent to the posting of the previous seniority list, then he/she shall be deemed to have proper seniority standing. In the case where an employee is absent due to vacation, leave of absence or sick leave, an employee may protest an alleged omission or incorrect listing within twenty (20) working days of his return to work.
  - (b) If there are challenges to the seniority list and these challenges result in a revised seniority list, then within twenty (20) working days, a copy of the revised list shall be posted on bulletin boards, outlining the revision date of the list and a copy sent to the Union President.

## **ARTICLE 10 - PERSONNEL FILES**

- 10.01 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 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 a right to a copy of any document on his/her file. Any entries of a disciplinary nature shall be discussed with the employee prior to placement in their personnel file. Should the employee not be available for a reasonable period of time, the Division can place the information in their personnel file.

## **ARTICLE 11 - VACANCIES AND NEW POSITIONS**

11.01 When a new position is created, or when a vacancy occurs, the Division shall post notice of the position on all bulletin boards in each work location for a minimum of five (5) working days. Such postings shall contain the following information:

Nature and Location of Position  
 Required Knowledge, Ability and Skills  
 Qualifications  
 Shift  
 Hours of Work  
 Wage or Salary Rate

11.02 The Division shall notify the Union of all appointments, transfers, layoffs and recalls.

11.03 Role of Seniority in Promotions and Transfers, etc.

Both parties recognize:

- (a) the principle of promotion within the service of the Division;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes involving vacancies, transfers, promotions, layoffs and subsequent recalls, the Division shall choose the employee whose qualifications, skills, and ability best meet the requirements of the position. If the employee's qualifications, skills, and ability best meet the requirements of the position, when all is equal then the employee with the greatest seniority shall be chosen.

For Bus Drivers, in addition to the above, the driver's residence in relation to the location of the route being applied for shall also be considered.

11.04 Any employee upgraded to a higher classification shall be considered to be on a trial basis in his/her new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period he/she shall be returned by the Division to a position similar to that previously held without loss of seniority or wages.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position or the equivalent with the same wage or salary rate but without loss of seniority.

- 11.05 When an employee is relieving another employee in a higher paid classification as per Schedule "A" in excess of three (3) consecutive working days, he/she shall receive the rate of pay of the higher classification for all time worked.
- 11.06 A regular employee shall have the right to apply for any temporary positions that become available within the bargaining unit. Should a regular employee be the successful candidate of the temporary position the Division may in its sole unfettered discretion hire a casual, temporary or regular employee [as defined in 2.02 (a), (b), (c) and (d)] to fill the regular employee's position. Any casual or temporary employee hired to fill a regular employee's position shall not be entitled to become a permanent employee through a passage of time as it related to this placement. The regular employee will be returned to their permanent classification upon the completion of the temporary placement.

### **ARTICLE 12 - LAYOFF AND RECALL**

- 12.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- 12.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, an employee who is laid off may displace any employee in the bargaining unit with less seniority provided that they either:
- (a) possess the qualifications, skills and ability to perform the duties of the position of the less senior employee;
  - (b) can be trained, within a time period not to exceed one (1) month, to perform the duties of the position.
- 12.03 The Division shall give the employee written notice of the date on which he/she is to be laid off at least fifteen (15) days 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. The Union shall be copied on all such notices.

Employees who receive a layoff notice must declare in writing their intention to "displace" a junior employee within the first five (5) working days of receipt of the layoff notice. It is agreed between the parties that failure to do so will mean that the employee accepts layoff at the end of the fifteen (15) day notice period.

Should an employee wish to displace an employee in another classification, the written notice shall include all qualifications, skills and abilities relevant to the other job classification.

- 12.04 All employees who are laid off and choose to not exercise their seniority rights to displace a less senior employee, shall be placed on a recall list. They shall receive first option, in line of seniority, for all casual or temporary employment. Seniority shall accrue for all time worked.
- 12.05 Notification of recall following layoff shall be sent by registered mail to the last address reported by the employee.
- 12.06 Employees on the recall list shall be recalled in the order of their seniority and new employees shall not be hired until those who are laid off have been given an opportunity of recall.
- 12.07 Educational Assistant Layoff/Displacement from the Beginning of the School Year until June 30 of the School Year
- (a) In any movement of personnel within the Educational Assistant classification the primary criteria in determining placement shall be that the continuity of educational programs to the student(s) is not affected.
  - (b) Should it be determined that a layoff is necessary as defined in 12.01, Educational Assistant(s) shall be laid off in reverse order of seniority within the affected school(s) as per Article 12.02.
  - (c) Any laid off Educational Assistant(s) resulting from 12.07 (b) may exercise their rights under Article 12 to displace a more junior employee in another classification; or displace the most junior Educational Assistant within another school in the Division that has less seniority than the laid off employee.
  - (d) Employees who receive a layoff notice must declare in writing their intention to “displace” a junior employee within the first five (5) working days of receipt of the layoff notice. It is agreed between the parties that failure to do so will mean that the employee accepts layoff at the end of the fifteen (15) day notice period.
  - (e) Refusal of recall to casual employment in three (3) instances during a layoff period shall relieve the onus on the Division to call this employee for any future casual employment during this period.
  - (f) Employees in other classifications wishing to exercise their right on layoff to displace into a junior Educational Assistant position must satisfactorily demonstrate to the Division that they are or will be qualified and able to perform the duties of the position upon assuming the position.
  - (g) Any Educational Assistant(s) laid off will be reassigned for the Fall term using normal criteria of seniority and qualifications.

## **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

13.01 The normal full-time hours of work shall be as outlined below:

- (a) For Clerical Employees/Maintenance/Custodial Staff, Mechanics/Mechanics Helpers/Courier

The normal hours of work shall consist of five (5), eight (8) consecutive hour days, Monday to Friday inclusive.

- (b) For Library Clerks

The normal hours of work shall consist of five (5), seven (7) consecutive hour days, Monday to Friday inclusive.

- (c) For Educational Assistants

The hours of work for Assistants shall be those hours specifically assigned by the Division, up to a maximum of seven (7) hours per day. The assigned hours of work may be varied by the Division by providing the Assistant with two (2) weeks' prior written notice.

Assistants shall normally work the school year as prescribed by the Minister of Education as set out in the Regulations to the *Public Schools Act* other than in-service days on which their services are not required. If Assistants are required to attend in-service meetings they shall be paid their regular hourly rate for hours of attendance, or for their regular hours that normally would have been worked on that day, whichever is greater.

- (d) For Bus Drivers and Driver Trainer

Bus Drivers shall work those hours as required to manage and properly service their route as well as maintain the operability and cleanliness of the bus.

The hours of work for the Driver Trainer shall be as required to properly fulfill the requirements of the position. Where the position requirements allow flexibility in hours of work, such hours shall be as determined by the Manager of Operations.

13.02 Employees shall have a fifteen (15) minute rest period both in the morning and the afternoon. Such periods shall not be cumulative and must be taken at a time mutually agreeable to the employee and his/her supervisor.

- (a) An employee who works five (5) or more hours per day shall be entitled to a minimum thirty (30) minute unpaid lunch break.

- (b) An employee who works three (3) or more hours consecutively in a day shall be entitled to a fifteen (15) minute paid rest break during each complete three (3) hour period.

13.03 Unpaid meal periods will be set by mutual agreement between the Division and the Union and will not be less than one-half ( $\frac{1}{2}$ ) hour and not more than one (1) hour in duration.

13.04 Overtime

- (a) Overtime shall not be performed or paid for unless authorized by the Superintendent or his/her designate.
- (b) For the purpose of (a) above, overtime shall be deemed to be time worked in continuous succession with an employee's regular shift. Overtime will only be paid for hours in excess of eight (8) hours per day or forty (40) hours in a week.
- (c) Each employee shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times his/her basic salary for all authorized overtime.
- (d) An employee who is required to work on a statutory holiday shall be paid at one and one-half ( $1\frac{1}{2}$ ) times his/her regular rate of pay for all hours worked on the statutory holiday and in addition he/she shall be paid his/her regular pay for the statutory holiday.
- (e) It is agreed that overtime shall be arranged as mutually agreed between the Division and the employee and shall in all cases be voluntary. However, if the Division is unable to find a volunteer they shall have the right to appoint an employee to work the required overtime. Any appointments made to work overtime shall be made on a rotational basis.
- (f) Callback Pay Guarantee

An employee who is called into work outside his/her regular working hours shall be paid a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regular hours and the work the employee is called in to do.

- (g) At the employee's option, overtime may be accumulated at the overtime rate to be taken off at a time mutually agreed between the employee and the Division, up to a maximum accumulation of forty (40) hours per year. Any accumulated time not taken will be paid out on the last paycheque in December.

- 13.05 Employees required to attend training and/or in-servicing shall be paid for all hours in attendance or their normal daily pay (whichever is greater).

#### **ARTICLE 14 - STATUTORY HOLIDAYS**

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

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

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

- 14.02 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.

- 14.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Article 14.02, 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 the holiday.

- 14.04 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.

- 14.05 When a statutory holiday occurs during an employee's annual vacation he/she shall be allowed an additional day off at a time mutually convenient to the employee and the Division.

#### **ARTICLE 15 - VACATIONS**

- 15.01 The vacation entitlement shall be calculated as to the number of continuous years service on June 30<sup>th</sup> of each year.

- 15.02 Annual vacations with pay entitlement shall be as follows:

- (a) upon completion of an employee's first (1<sup>st</sup>) full year of continuous service, ten (10) days of vacation;



- (b) upon completion of an employee's second (2<sup>nd</sup>) year of continuous service, fifteen (15) days of vacation;
- (c) upon completion of an employee's ninth (9<sup>th</sup>) year of continuous service, twenty (20) days of vacation;
- (d) upon completion of an employee's eighteenth (18<sup>th</sup>) year of continuous service, twenty-five (25) days of vacation;
- (e) upon completion of an employee's twenty-five (25) years of continuous service, the employee will receive an additional five (5) working days vacation for that year only.

15.03 Employees who work less than full-time hours of work shall have their vacation pay prorated as to the percentage of full-time hours worked.

15.04 Employees Who Resign

- (a) An employee leaving the employment of the Division prior to the completion of one (1) full year of employment shall be paid vacation entitlement in accordance with Section 11(1) of the *Vacations with Pay Act*.
- (b) Employees who resign prior to the June 30<sup>th</sup> vacation calculation date shall be paid vacation entitlement pro rata based on years of continuous completed service in accordance with Article 15.02.

15.05 Vacation Periods

- (a) Twelve (12) month employees shall submit their preferred vacation period to the Principal/Manager of Operations/Manager of Continuing Education (whichever is applicable) for approval, prior to April 1<sup>st</sup> of each year. The administration will confirm vacation by May 1<sup>st</sup>. Normally, workload permitting, vacations will be taken during non-teaching days. Requests for vacation other than non-teaching days shall be made in writing to the Principal/Manager of Operations/Manager of Continuing Education (whichever is applicable).
- (b) Employees who are not required to work during Christmas or Spring Break period shall take their vacation during these periods. Employees qualifying for more vacation than what is normally provided for at Christmas and Spring Break may choose to receive payment for same at the end of May in any year or take the vacation time at a time during the year that is mutually agreeable to the Employer (as defined in 15.05 (a) above) and the employee.

## **ARTICLE 16 - SICK LEAVE PROVISIONS**

- 16.01 (a) Sick leave is provided for the sole purpose of providing a continuous income to any employee during periods of illness or injury.
- (b) Employees shall accumulate entitlement for sick leave at the rate of two (2) days per month of paid service or portion thereof, of actual service to a maximum of twenty (20) days per year. The total sick leave accumulation shall not exceed one hundred and twenty-six (126) days effective July 1, 2016, and one hundred and twenty-eight (128) days effective July 1, 2017 and one hundred and thirty (130) days effective July 1, 2018.
- Employees who are absent on paid leave, shall continue to accrue sick leave credits except that employees on paid sick leave shall not accrue further sick leave credits.
- (c) Employees employed on a part-time basis with the Division, shall be granted sick leave with pay prorated based on full-time equivalents.
- (d) Sick leave shall not continue to accrue while on any leave of absence without pay.

### 16.02 MPI Top-Up

When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from Manitoba Public Insurance, the employee may elect to sign over to the Division the monies received from the IRI and have their regular salary paid to them from the Division.

The difference between the employee's regular salary and the IRI shall be charged against the employee's sick leave accumulation until the accumulated sick leave credits are exhausted.

Should the employee not choose the above option, no salary or benefit shall be paid for by the Division.

### 16.03 Family Medical Leave

Each employee shall be entitled to up to five (5) days of his/her sick leave per school year to attend to the serious illness or injury or medical appointments of an emergent nature of that employee's spouse, fiancé(e), common-law partner, children, parents, brother or sister. Where such cases occur, and both parents of a particular child are employees within the scope of this Agreement, both parents may not access the provisions of this paragraph concurrently.

- 16.04 Sick pay shall not be payable if an employee:

- (a) is absent from work because of plastic surgery performed solely for cosmetic purposes not attributable to an illness or injury;
- (b) who, while receiving sick leave benefits, is engaged in employment for wage or profit with another employer or as a result of being self-employed, except when such employment occurs as a result of a program of rehabilitative employment approved by the insurer.

16.05 Supplementation of Compensation Award

When an employee is unable to work and is in receipt of Workers' Compensation allowance as a result of an injury incurred in the course of their duties, the employee shall be paid an additional amount which, combined with the compensation allowance, shall ensure the maintenance of their regular salary less their usual deductions. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers' Compensation allowance, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Should an employee wish not to combine their accrued sick leave benefits with their WCB allowance, the employee must notify the Division upon approval of the WCB benefits.

**ARTICLE 17 - LEAVE OF ABSENCE**

17.01 Except as otherwise provided for in this Agreement, a leave of absence without pay may be granted to an employee by the supervisor listed in Article 15.05 (a).

17.02 Union Convention

Leave of absence without pay or loss of seniority shall be granted upon request to the Division to employees selected or appointed to represent the Union at Union conventions, schools or workshops; such time shall not exceed a total of sixty (60) days in any one (1) year to all members belonging to the Union as a collective unit.

In all cases of such leave, the Division shall be notified as soon as possible and in no case less than five (5) working days prior to the commencement of such leave.

17.03 Bereavement Leave

An employee shall be granted bereavement leave with pay as follows:

- (a) five (5) consecutive working days in the event of the death of a spouse (including common-law or same sex spouse), child (including step/foster), parent, grandchild;

- (b) three (3) consecutive working days in the event of the death of a parent-in-law, grandparent, brother or sister;
- (c) two (2) consecutive working days in the event of the death of a brother-in-law or sister-in-law;
- (d) the day of the funeral in the event of the death of an aunt, uncle, niece or nephew, or to act as a pallbearer, or identified as an honorary pallbearer (mourner).

#### 17.04 Jury Duty

An employee who is subpoenaed to serve on a jury or at a Court of Law as a Crown witness or if required by the School Division, shall be paid his/her regular salary. The employee shall make him/herself available for duty at his/her regular assigned job during work hours when he/she may not be required at Court. Any fee or payment, excluding expenses, received by reason of service as a juror on working days, shall be forwarded to the Division. The employee shall immediately notify the Division upon becoming aware of his requirement to attend at court and will keep the Division informed on the anticipated absence and return date.

#### 17.05 Full-time Union Position

An employee who is elected or selected for a full-time position with the Union shall be granted an unpaid leave of absence. Such leave is subject to annual review by the Division upon application for renewal by the employee.

#### 17.06 Examination Leave

The Division shall grant leave with pay to employees writing examinations for work related courses that the Division has requested the employee to participate in. Such leave shall be limited to actual time required to write the examination and shall include reasonable traveling time.

#### 17.07 Insurance While on Leave

Employees on unpaid leave of absence may continue their insurance coverage at their own expense as long as they comply with the Division's carriers' requirements.

17.08 Personal Leave

Employees shall have the right to a one (1) day leave of absence per school year for personal reasons without loss of pay. However, no more than five percent (5%) of non-teaching staff per school shall be granted personal leave without loss of salary on any one (1) day. Any fraction remaining after the five percent (5%) calculation shall be rounded up the next full number. This leave cannot be used on designated Professional Development days. This leave is to be requested by the employee at least ten (10) teaching days in advance of the planned absence and then considered on first-come first-serve basis and for approval by the Principal/Manager of Operations (whichever is applicable). In case of emergency, the ten (10) day request may be waived.

**ARTICLE 18 - MATERNITY/ADOPTION/PATERNITY LEAVE**18.01 Maternity/Adoptive/Parental Leaves

The provisions of the *Employment Standards Code* of the Province of Manitoba shall apply for maternity, adoptive and parental leaves.

**ARTICLE 19 - EMPLOYMENT INSURANCE**19.01 EIC Rebate Refunds to Employees

Should the Division become eligible for reduction in the Employment Insurance premium under the terms of the *Employment Insurance Act*, the five-twelfth ( $\frac{5}{12}^{\text{th}}$ ) portion due to the employee shall be remitted at the conclusion of each premium year to the Secretary-Treasurer of the Union.

**ARTICLE 20 - BENEFITS**20.01 Pension Plan

Staff shall be eligible to participate in and retire, in accordance with the terms and conditions of the MSBA Non-Teaching Pension Plan.

20.02 Group Life

The Division agrees to administer for employees that have currently elected such coverage, the present Group Life Insurance Plan in accordance with the terms set out therein.

The Division will pay for said employees an amount equal to one-half (1/2) the cost of life insurance equal to two times (2 x) the employee's annual salary.

20.03 Salary Continuance

The Division agrees to administer the present Long Term Disability Plan in accordance with the terms set out therein. The premiums for this coverage shall be paid by the employees.

20.04 Extended Health Care

The Division agrees to administer for employees, the Manitoba Blue Cross Extended Health Care Plan in accordance with the terms and conditions set out therein. The premiums for this coverage shall be paid by the employees.

**ARTICLE 21 - BUS DRIVERS**

21.01 (a) A regular route shall be the a.m. and p.m. transportation of students to and from school.

(b) Extracurricular day or evening trips shall be any transportation of students other than the regular route. Extra trips that begin sixty (60) minutes or less after the end of a driver's regular shift shall be considered as an extension of the regular shift and all time between shall be paid at the applicable extra curricular rate as provided for in Schedule "A".

(c) Extracurricular overnight trips shall be any transportation of students where it is necessary to stay away overnight.

21.02 In the event of illness, drivers must notify the Manager of Operations as soon as possible, however, not later than one (1) hour prior to their normal bus pre-inspection time.

21.03 Those drivers who are required by the Manager of Operations to store their bus at their place of residence shall receive an allowance of two hundred and seventy-nine dollars (\$279.00) per year for the cost of electricity with three (3) plug ins and one hundred and eighty-six dollars and ninety-five cents (\$186.95) for two (2) plug ins. For 2006 and each year thereafter, this rate will be increased/decreased by the same percentage increase/decrease as the hydro rates increase/decrease.

It is agreed that drivers will ensure that their buses are securely plugged in between November 1 and March 31 of each year.

- 21.04 Every Bus Driver shall receive a minimum of eight (8) hours' in-service training with pay each year as scheduled by the Manager of Operations. The rate of pay for actual hours of attendance shall be at the hourly rate provided for extracurricular trips. The rates of pay for the in-service training shall be at straight time when such training is held during the normal work week.
- 21.05 Extra trips, as defined in 21.01 (b) and (c), will be offered to regular drivers provided the extra trip does not conflict with their regular route, as defined in 21.01 (a), before casual employees, provided the Division is not going to incur extra costs when offering the trips to a regular driver.
- 21.06
- (a) A regular route shall be paid at the applicable daily rate of pay as enumerated on the salary grid.
  - (b) An extracurricular day or evening trip shall be paid at the applicable extracurricular rate.
  - (c) Bus Drivers who take an overnight trip shall be paid a minimum of eight (8) hours at the applicable extra trip rate for that day. Each additional day away shall be guaranteed at a minimum of eight (8) hours' pay.
- The Division will pay for actual meal expenses supported by receipts to a maximum of the amounts outlined in Division Policy. Accommodation costs shall be paid by the trip organizer.
- 21.07 The daily rates shall be determined by the registered students and mileage on September 30<sup>th</sup> in each school year as verified by the Manager of Operations. This daily rate shall be paid for each day the route is actually driven during the school year (see #5 of Bus Drivers Salary Grid).
- 21.08 Bus Drivers sharing transportation to and from home during the day shall each receive an additional one-half (½) hour per day at the lowest extracurricular rate. Effective September 2016, Bus Drivers sharing transportation to and from home during the day shall each receive an additional one-half (½) hour per day at the extracurricular rate.
- 21.09 Drivers who transport one (1) or more students on the wheelchair buses, or buses that are equipped for special needs, or students that have permanent mobility issues and that require assistance of the driver as a result, shall be paid an additional seven dollars and fifty cents (\$7.50) per day.
- 21.10 The Division will reimburse an employee for the cost of obtaining their medical report in order to maintain their Class 2 license, as required by Manitoba Driver and Vehicle Licensing. All requests must be supported by original receipts.

- 21.11 A Bus Driver will be paid three (3) hours at the Bus Driver-extracurricular rate of pay in order to fulfill their duty at the beginning of the school year to orient/familiarize themselves and parents with their route.

#### **ARTICLE 22 - TERM OF AGREEMENT**

- 22.01 This Agreement shall be binding and in effect from July 1, **2019**, and shall continue in force and effect until June 30, **2022**, and shall continue in effect thereafter unless terminated or renewed as hereinafter provided.
- 22.02 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 thirty (30) days notice in writing stating the revisions requested, prior to the expiry date of this Agreement. Within fifteen (15) working days, or a date mutually agreed to by the parties, of receipt of such notice, the parties are required to enter into negotiations for a new Agreement.

#### **ARTICLE 23 - PAYMENT OF WAGES**

The Division shall pay wages semimonthly, in accordance with Schedule “A” of the Agreement. Payments shall be made on the fifteenth (15<sup>th</sup>) and the last day of each month. If a pay date falls on a holiday or weekend, payment shall be made on the last working day immediately prior to the holiday or weekend.

Payment of wages shall be by way of automatic bank deposit and each employee shall be provided with an itemized statement of wages and deductions for each pay period.

#### **ARTICLE 24 - USE OF PERSONAL VEHICLE**

- 24.01 The Employer may request that an employee use their personal vehicle for work-related purposes, or to drive to alternate locations in order to perform assigned duties. Where an employee chooses to do so, the Employer shall compensate such employee for each kilometer driven at the Employer’s posted mileage rate.

#### **ARTICLE 25 - PROGRESSIVE DISCIPLINE AND DISCHARGE**

- 25.01 The Employer shall not discipline any employee bound by this Agreement except for just cause.



- 25.02 When an employee is required to attend a meeting regarding unsatisfactory job performance or to discuss matters which might result in the imposition of discipline, the employee shall be advised of and is entitled to have a representative of the Union present at all times.
- 25.03 An employee shall be dismissed only upon the authority of the Board. Employees may be suspended only under the authority of the Superintendent and/or designate. Such employee and the Union, shall be advised promptly, in writing, by the Superintendent or Designate as to the reasons for such suspension, or, by the Board of the reasons for such dismissal.
- 25.04 An employee considered by the Union to be wrongfully suspended or discharged shall be entitled to a hearing under Article 7, Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.
- 25.05 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to her normal rate of pay during the period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of both parties, or in the opinion of the Board of Arbitration, if the matter is referred to such Board.

**IN WITNESS WHEREOF** THE Board has caused these presents to be sealed with the seal of the Evergreen School Division and signed by the Chairperson of the Board, the Chairperson of Negotiations and the Secretary-Treasurer, the Union has caused these presents to be executed on its behalf by the President, Secretary and a Representative of the Canadian Union of Public Employees, Local Union 3164.

THIS AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3164**

**FOR EVERGREEN SCHOOL DIVISION**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Chairperson of the Board**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Chairperson of Negotiations Committee**

\_\_\_\_\_  
**National Representative**

\_\_\_\_\_  
**Secretary-Treasurer of Division**

**SCHEDULE "A"**  
**EVERGREEN SCHOOL DIVISION**  
**SALARIES**  
**EFFECTIVE DATE - JULY 1, 2019 TO JUNE 30, 2022**

<i>Position</i>		<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
School Secretaries	July 1, 2019	\$18.42	\$20.51	\$21.89
	July 1, 2020	18.68	20.80	22.00
	July 1, 2021	18.77	20.90	22.31
Library Clerk	July 1, 2019	16.16	18.19	19.63
	July 1, 2020	16.39	18.44	19.90
	July 1, 2021	16.47	18.53	20.00
Library Technician (with Certificate)	July 1, 2019	17.20	19.32	20.82
	July 1, 2020	17.44	19.59	21.11
	July 1, 2021	17.53	19.69	21.21
<b>Educational Assistant</b>				
Uncertified	July 1, 2019	\$16.32	\$17.96	\$19.33
	July 1, 2020	16.55	18.21	19.61
	July 1, 2021	16.63	18.31	19.70
Certified	July 1, 2019	18.58	20.60	22.00
	July 1, 2020	18.84	20.89	22.30
	July 1, 2021	18.94	21.00	22.42
<b>Early Childhood Educator</b>				
Certified	July 1, 2019	\$18.58	\$20.60	\$22.00
	July 1, 2020	18.84	20.89	22.30
	July 1, 2021	18.94	21.00	22.42
<b>Maintenance</b>				
Skilled (without appropriate Journeyman papers)	July 1, 2019	\$20.42	\$22.61	
	July 1, 2020	20.71	22.92	
	July 1, 2021	20.81	23.04	
Journeyman Electrician / Journeyman Plumber	July 1, 2019	\$33.11		
	July 1, 2020	33.58		
	July 1, 2021	33.74		
Journeyman Painter	July 1, 2019	\$27.50		
	July 1, 2020	27.89		
	July 1, 2021	28.03		
<b>Custodial</b>				
Head Caretaker	July 1, 2019	\$18.87	\$21.13	
	July 1, 2020	19.13	21.43	
	July 1, 2021	19.23	21.54	
Caretaker	July 1, 2019	\$16.11	\$18.33	
	July 1, 2020	16.34	18.59	
	July 1, 2021	16.42	18.68	

<i>Position</i>		<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Journeyman Mechanic	July 1, 2019	29.81		
	July 1, 2020	30.23		
	July 1, 2021	30.38		
Head Mechanic	July 1, 2019	32.20		
	July 1, 2020	32.65		
	July 1, 2021	32.81		
Bus Driver Trainer	July 1, 2019	20.94		
	July 1, 2020	21.23		
	July 1, 2021	21.34		
Courier	July 1, 2019	17.22		
	July 1, 2020	17.46		
	July 1, 2021	17.55		

**SCHEDULE "A" - BUS DRIVERS' SALARY GRID  
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2021**

<i>Student Load</i>	<i>Distance Travelled in Kilometers</i>										
	<i>0-30</i>	<i>31-35</i>	<i>36-40</i>	<i>41-45</i>	<i>46-50</i>	<i>51-55</i>	<i>56-60</i>	<i>61-65</i>	<i>66-70</i>	<i>71-75</i>	<i>76 &amp; Up</i>
1-20	\$78.79	\$80.69	\$82.62	\$84.51	\$86.46	\$88.36	\$90.25	\$92.19	\$94.09	\$96.01	\$97.91
21-25	79.66	81.59	83.51	85.43	87.32	89.25	91.18	93.07	94.98	96.93	98.82
26-30	80.57	82.51	84.40	86.30	88.23	90.14	92.04	93.98	95.88	97.80	99.71
31-35	81.49	83.35	85.30	87.20	89.12	91.02	92.95	94.86	96.77	98.68	100.59
36-40	82.35	84.29	86.16	88.10	90.02	91.94	93.83	95.74	97.66	99.59	101.49
41-45	83.24	85.19	87.10	88.99	90.89	92.81	94.74	96.63	98.56	100.47	102.39
46-50	84.17	86.06	87.97	89.91	91.81	93.71	95.62	97.54	99.48	101.37	103.27
51-55	85.04	86.95	88.85	90.77	92.69	94.62	96.51	98.43	100.36	102.25	104.18
56-60	85.94	87.83	89.76	91.67	93.58	95.50	97.41	99.33	101.23	103.14	105.07
61-65	86.80	88.75	90.67	92.56	94.48	96.41	98.31	100.22	102.13	104.05	105.98
66-70	87.72	89.62	91.53	93.46	95.39	97.27	99.19	101.12	103.03	104.96	106.84
71 & Up	88.61	90.54	92.43	94.36	96.27	98.18	100.10	102.01	103.92	105.85	107.74

1. Student Load = Number of registered students on the bus on September 30<sup>th</sup> of each school year
2. Distance Rate in km = Loaded km on the morning run on September 30<sup>th</sup> of each school year
3. Monthly Salary Rate = Daily rate from grid x actual days driven during any month
4. Extracurricular trips: **\$19.01/hr**
5. Other Days = Pay for days other than those actually driven that an employee may be entitled to under other clauses contained in the Collective Agreement shall be at the employee's regular daily rate as determined in Article 21.07 and the Bus Drivers' salary grid

**SCHEDULE “A” - BUS DRIVERS’ SALARY GRID  
EFFECTIVE JULY 1, 2020 TO JUNE 30, 2021**

<i>Student Load</i>	<i>Distance Travelled in Kilometers</i>										
	<i>0-30</i>	<i>31-35</i>	<i>36-40</i>	<i>41-45</i>	<i>46-50</i>	<i>51-55</i>	<i>56-60</i>	<i>61-65</i>	<i>66-70</i>	<i>71-75</i>	<i>76 &amp; Up</i>
1-20	\$79.89	\$81.82	\$83.78	\$85.69	\$87.67	\$89.60	\$91.51	\$93.48	\$95.41	\$97.36	\$99.28
21-25	80.78	82.74	84.67	86.62	88.54	90.49	92.45	94.37	96.31	98.28	100.20
26-30	81.70	83.66	85.58	87.51	89.46	91.40	93.33	95.30	97.22	99.17	101.11
31-35	82.63	84.52	86.50	88.42	90.37	92.30	94.26	96.19	98.13	100.07	102.00
36-40	83.50	85.47	87.36	89.33	91.28	93.22	95.14	97.08	99.03	100.98	102.91
41-45	84.41	86.35	88.32	90.24	92.16	94.11	96.07	97.98	99.94	101.88	103.83
46-50	85.34	87.26	89.20	91.16	93.09	95.02	96.95	98.90	100.87	102.79	104.71
51-55	86.23	88.17	90.09	92.04	93.99	95.94	97.86	99.81	101.77	103.68	105.64
56-60	87.15	89.06	91.02	92.96	94.89	96.84	98.78	100.73	102.65	104.59	106.55
61-65	88.01	89.99	91.94	93.85	95.80	97.76	99.68	101.62	103.56	105.51	107.46
66-70	88.95	90.88	92.81	94.77	96.73	98.63	100.58	102.54	104.48	106.43	108.34
71 & Up	89.85	91.80	93.72	95.68	97.61	99.55	101.50	103.43	105.37	107.33	109.24

1. Student Load = Number of registered students on the bus on September 30<sup>th</sup> of each school year
2. Distance Rate in km = Loaded km on the morning run on September 30<sup>th</sup> of each school year
3. Monthly Salary Rate = Daily rate from grid x actual days driven during any month
4. Extracurricular trips: **\$19.28/hr.**
5. Other Days = Pay for days other than those actually driven that an employee may be entitled to under other clauses contained in the Collective Agreement shall be at the employee's regular daily rate as determined in Article 21.07 and the Bus Drivers' salary grid

**SCHEDULE “A” - BUS DRIVERS’ SALARY GRID  
EFFECTIVE JULY 1, 2021 TO JUNE 30, 2022**

<i>Student Load</i>	<i>Distance Travelled in Kilometers</i>										
	<i>0-30</i>	<i>31-35</i>	<i>36-40</i>	<i>41-45</i>	<i>46-50</i>	<i>51-55</i>	<i>56-60</i>	<i>61-65</i>	<i>66-70</i>	<i>71-75</i>	<i>76 &amp; Up</i>
1-20	\$80.29	\$82.23	\$84.20	\$86.12	\$88.11	\$90.05	\$91.97	\$93.95	\$95.89	\$97.84	\$99.78
21-25	81.18	83.15	85.10	87.05	88.98	90.95	92.91	94.84	96.79	98.77	100.70
26-30	82.11	84.08	86.01	87.94	89.91	91.86	93.79	95.77	97.71	99.67	101.61
31-35	83.05	84.94	86.93	88.87	90.82	92.76	94.73	96.67	98.62	100.57	102.51
36-40	83.92	85.89	87.80	89.78	91.73	93.69	95.62	97.56	99.52	101.49	103.42
41-45	84.83	86.79	88.76	90.69	92.62	94.58	96.55	98.47	100.44	102.39	104.35
46-50	85.77	87.70	89.64	91.62	93.56	95.49	97.44	99.40	101.37	103.30	105.24
51-55	86.66	88.61	90.54	92.50	94.46	96.42	98.35	100.31	102.27	104.20	106.17
56-60	87.58	89.51	91.48	93.42	95.37	97.33	99.27	101.23	103.16	105.11	107.08
61-65	88.45	90.44	92.40	94.32	96.28	98.25	100.18	102.13	104.08	106.03	108.00
66-70	89.39	91.33	93.28	95.24	97.21	99.13	101.08	103.05	105.00	106.96	108.88
71 & Up	90.30	92.26	94.19	96.16	98.10	100.05	102.01	103.95	105.90	107.87	109.79

1. Student Load = Number of registered students on the bus on September 30<sup>th</sup> of each school year
2. Distance Rate in km = Loaded km on the morning run on September 30<sup>th</sup> of each school year
3. Monthly Salary Rate = Daily rate from grid x actual days driven during any month
4. Extracurricular trips: **\$19.37/hr.**
5. Other Days = Pay for days other than those actually driven that an employee may be entitled to under other clauses contained in the Collective Agreement shall be at the employee's regular daily rate as determined in Article 21.07 and the Bus Drivers' salary grid

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EVERGREEN SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3164**

**RE: CONTRACTING OUT**

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The Board herewith agrees that for the duration of this Collective Agreement, no employee will lose normal hours of work as a result of contracting out.

THIS AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3164**

**FOR EVERGREEN SCHOOL DIVISION**

---

**President**

---

**Chairperson of the Board**

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**Secretary**

---

**Chairperson of Negotiations Committee**

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**National Representative**

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**Secretary-Treasurer of Division**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**EVERGREEN SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3164**

**RE: SAFETY FOOTWEAR**

---

Mechanics, Mechanics Helpers and Maintenance staff required to wear safety footwear will be entitled to be reimbursed up to one hundred and fifty dollars (\$150) per year against a receipt for the purchase of safety footwear.

THIS AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3164**

**FOR EVERGREEN SCHOOL DIVISION**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Chairperson of the Board**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Chairperson of Negotiations Committee**

\_\_\_\_\_  
**National Representative**

\_\_\_\_\_  
**Secretary-Treasurer of Division**



**LETTER OF UNDERSTANDING**

**BETWEEN**

**EVERGREEN SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3164**

**RE: RED CIRCLED EMPLOYEE**

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Provided Employee #1304 remains driving his current route or until the amended salary scales catch up with his regular daily rate of pay, the employee will receive, for the life of the Collective Agreement:

For the **2015/2016** school year, the employee will receive a non-cumulative and off scale **2.0 %** lump sum payment based on their regular daily rate of pay for the **2014/2015** school year.

For the **2016/2017** school year, the employee will receive a non-cumulative and off scale **2.0%** lump sum payment, based on their regular daily rate of pay for the **2015/2016** school year.

For the **2017/2018** school year, the employee will receive a non-cumulative and off scale **2.0%** lump sum payment, based on their regular daily rate of pay for the **2016/2017** school year.

For the **2018/2019** school year, the employee will receive a non-cumulative and off scale **1.5 %** lump sum payment, **for July 1, 2017 and 1.5 % lump sum payment for January 1, 2018** based on their regular daily rate of pay for the **2017/2018** school year.

THIS AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3164**

**FOR EVERGREEN SCHOOL DIVISION**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Chairperson of the Board**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Chairperson of Negotiations Committee**

\_\_\_\_\_  
**National Representative**

\_\_\_\_\_  
**Secretary-Treasurer of Division**

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**EVERGREEN SCHOOL DIVISION**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3164**  
**RE: GROUP LIFE AND LTD**

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The parties agree that, during the term of this Collective Agreement, should the bargaining unit elect to participate in the Manitoba School Boards Association Long Term Disability Plan and the Manitoba Public School Employees Group Life Insurance Plan through Mercer under the terms and conditions of the plans, the Division agrees to administer said plans in accordance with the terms and conditions.

The parties recognize that the School Division will only be obligated to administer one LTD and one Group Life Insurance plans for the bargaining unit.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3164**

**FOR EVERGREEN SCHOOL DIVISION**

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**President**

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**Chairperson of the Board**

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**Secretary**

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**Chairperson of Negotiations Committee**

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**National Representative**

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**Secretary-Treasurer of Division**

**LIST OF IMMEDIATE SUPERVISORS**  
**FOR ARTICLE 7.02 OF**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3164**  
**COLLECTIVE AGREEMENT**

<b><u>Employee Group</u></b>	<b><u>Immediate Supervisor</u></b>
School Secretary	Principal
Library Clerk	Principal
Library Technician	Principal
Educational Assistants	Principal
Early Childhood Educator	Principal
Maintenance	Manager of Operations
Custodial	Principal
Head Mechanic	Manager of Operations
Journeyman	Manager of Operations
Mechanic	Manager of Operations
Courier	Manager of Operations
Bus Driver	Manager of Operations
Bus Driver Trainer	Manager of Operations