Collective Agreement

~ between the ~

CUPE | Canadian Union of Public Employees

LOCAL 737

~ and the ~

BRANDON SCHOOL DIVISION

Accepting the Challenge

Brandon School Division

Term of Agreement
July 01, 2022 to June 30, 2026

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1 – RECOGNITION 1
ARTICLE 2 – INTERPRETATION 1
ARTICLE 3 – MANAGEMENT RIGHTS 2
ARTICLE 4 – GENERAL CONDITIONS 3
ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEE 4
ARTICLE 6 – GRIEVANCE PROCEDURE 4
ARTICLE 7 – ARBITRATION 5
ARTICLE 8 – SENIORITY 6
ARTICLE 9 – LAY-OFFS & RECALLS 8
ARTICLE 10 – VACANCIES AND PROMOTIONS 10
ARTICLE 11 – PROBATIONARY PERIOD 11
ARTICLE 12 – HOURS OF WORK 12
ARTICLE 13 – REDUCTION OF HOURS 14
ARTICLE 14 – OVERTIME 14
ARTICLE 15 – STATUTORY HOLIDAYS 16
ARTICLE 16 – VACATIONS 16
ARTICLE 17 – SICK LEAVE 18
ARTICLE 18 - LEAVE OF ABSENCE 20
ARTICLE 19 – TECHNOLOGICAL CHANGE 22
ARTICLE 20 – JOB SECURITY 23
ARTICLE 21 – EMPLOYEES' BENEFITS 23
ARTICLE 22 – SALARIES 23
ARTICLE 23 – DURATION OF AGREEMENT 24
ARTICLE 24 – BOOT REIMBURSEMENT 24
ARTICLE 25 – PERSONNEL FILES 24
ARTICLE 26 – WORKPLACE SAFETY & HEALTH COMMITTEE 25
APPENDIX “A” – BASIC HOURLY RATES 26
PENSION PLAN CONSULTATION 32
LONG-TERM DISABILITY (LTD) PLAN 33
DISCRIMINATION IN AGREEMENT 34
TWELVE (12) MONTH EMPLOYEES’ VACATION TIME 35
LETTER OF AGREEMENT APPENDIX “A” – BASIC HOURLY RATE .....
LETTER OF AGREEMENT – EA – AMERICAN SIGN LANGUAGE (ASL) .....
LETTER OF UNDERSTANDING – ADDITIONAL CLASSIFICATION, COMMUNITY CONNECTOR
LETTER OF UNDERSTANDING – BUILDING OPERATIONS COORD, CUSTODIAN 5TH CLASS

This agreement made and entered into this 15th day of October, 2024.

between

THE BRANDON SCHOOL DIVISION
(hereinafter called the Division)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 737
(hereinafter called the Union)

PREAMBLE

This agreement covers all employees as outlined by Manitoba Labour Board Certificate No's. 2904, 3113, 3683 and 4628 as issued by the Manitoba Labour Board and/or as listed in Appendix "A" attached.

The parties hereto, through their respective representatives, have negotiated a certain agreement, which said agreement is hereinafter set forth.

ARTICLE 1 – RECOGNITION

1.01 The Division, as the Employer, recognizes the Canadian Union of Public Employees Local 737, as the bargaining agent for all employees in those classifications as listed in Appendix "A" except casual employees, those excluded by the Act and those positions that the parties may, from time to time, agree on as being excluded from this collective agreement.

ARTICLE 2 – INTERPRETATION

2.01 In this Agreement, unless the context otherwise requires, the expression:

a) "employee" means a person who is employed by the Division within the scope of this Agreement:

i) "term 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; or not otherwise defined in this collective agreement within a specific classification covered by Appendix "A".

ii) “casual” means a person:
a) who is employed for thirty (30) consecutive working days or less in the same position; or
b) who is attending school and is hired on an as required basis between May 1st and September 1st or during the Winter and Spring Breaks.

A casual worker is not covered by this Agreement; however the Division agrees to pay no less than the start rate of the position to which the person is assigned and provided for in Appendix “A” and to deduct Union dues.

b) "Classification" means a grouping of jobs within the following specified classifications:

Custodial	Accounting Clerks
Trades	Library Technicians
Maintenance	Educational Assistants
Transportation	Production Chef
Administrative Assistants	

c) “Job” means a specific grouping of individuals holding positions of similar duties and responsibilities. Job is identified in the Basic Wage Schedule, Appendix “A”, as a specified hourly wage rate.

d) "Position" means a specific assignment of an individual employee within a Job as herein defined (such as School Administrative Assistant of the Administrative Assistants classification).

e) School bus runs are identified as:

i) "Regular Runs" mean the driving assignments for Bus Drivers to transport students to/from their home and school in the A.M., P.M., and/or Noon Hour.

ii) "Program Runs" mean the driving assignments for Bus Drivers to transport students to/from their school and other locations on a pre-planned regular basis for curriculum related activities. Such activities include, but are not restricted to swimming, band, special needs life skills, and the like, but shall not include field trips assigned in addition to regular and program runs.

f) “Qualifications and ability” refers to education, knowledge, training, skills, experience and ability to meet the requirements of the position.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 All the functions, rights, personnel pay practices, powers and authority which the Division has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained exclusively by the Division including without limiting the generality of the foregoing, the right to require medical examinations, and the right to make, enforce and revise from time to time rules, regulations, practices, procedures and policies to be observed by the employees.

3.02 The Division shall not contravene the provisions of this Agreement by virtue of exercising the foregoing Management Rights.

3.03 In administering the collective agreement, the Division agrees to act reasonably, fairly, in good faith and in a manner consistent with the terms of the collective agreement as a whole.

ARTICLE 4 – GENERAL CONDITIONS

4.01 a) There shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, nationality, religion, colour, sex including pregnancy, age, marital status, physical handicap, ethnic or national origin, sexual orientation, ancestry, political beliefs, or for any other reason defined in the *Human Rights Code*, or by reason of membership or non-membership in the Union.

b) No employee shall be required or permitted to make written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

4.02 a) The Secretary of the Union shall be advised of all policies adopted by the Division which may affect this Agreement.

b) The Secretary of the Union shall advise the Secretary-Treasurer of the names of the Union's Executive Members and Shop Stewards.

c) The Secretary-Treasurer shall provide to the Secretary of the Union a schedule identifying applicable supervisory positions to whom individuals in Union jobs report.

4.03 Union Dues

a) The Division shall deduct from the wages of each employee affected by this Collective Agreement, whether or not the employee is a member of the Union, the amount of the regular monthly membership dues payable by a member of the Union.

b) The Division shall remit the amounts deducted under clause a) hereof semi-monthly, within (5) business days of each pay period. Such remittance shall be done via direct deposit (EFT) to the identified CUPE local 737 banking/institution account.

c) The Division shall inform the Union monthly of the names of the employees from whose wages deductions have been made under clause a) hereof and the amounts so deducted from each employee's wages.

d) 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 as provided for above.

e) For new employees, payroll deductions as set out in section 4.03 a) shall become effective from the commencement of employment.

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

g) The Division shall include the amount of union dues paid by each employee during the relevant year on the income tax T4 slips.

4.04 Supervisory personnel not in the bargaining unit shall not perform the functions of any jobs which are included in the bargaining unit except for purposes of instruction or in emergencies when regular employees are not available.

4.05 No Elimination of Present Position – An existing position shall not be removed from the Agreement without prior agreement of the Union.

4.06 The use of the singular or plural, or gendered expressions where they appear in this Collective Agreement shall be used interchangeably and construed to have the same meaning where the context so admits or requires.

4.07 Resignations – An employee, who has been employed by the employer for at least 30 calendar days but less than one year, must give at least one (1) week's written notice before the last day they plan to work. After employees have completed one full year, at least two (2) weeks written notice is required. (As per *Employment Standards Code*.)

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEE

5.01 A Labour/Management Committee, consisting of equal representation from the Union and the Division, shall meet every three (3) months or at the call of either co-chair of the committee to discuss matters or concerns related to the employees' work for the purpose of promoting a harmonious relationship between the Division and its employees.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Definition of Grievance - A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

6.02 Settling of Grievances

An earnest effort shall be made by all concerned to resolve grievances fairly and promptly in the following manner.

Step 1 - An employee who believes they have a legitimate complaint shall first attempt to resolve the complaint at a meeting with their immediate non-unionized Supervisor, within ten (10) working days of the cause of the complaint or in the event the complaint originates while an employee is on an approved leave of absence within ten (10) working days upon their return to work.

Failing resolution of the verbal complaint within five (5) working days of the above-noted meeting, the complainant may submit the complaint in writing to and meet with the Supervisor in an attempt to resolve the complaint. The Supervisor shall respond to the employee in writing within ten (10) working days of the meeting with the complainant.

Step 2 - Failing a satisfactory settlement of the complaint, the employee may proceed to the formal grievance process. The grievor shall meet with the Union Grievance Committee within five (5) working days of receipt of the Supervisor's reply. The Union Grievance Committee will assist the grievor in filing a written grievance. The grievance shall be submitted on a CUPE grievance form to the Office of Human Resources within ten (10) working days of receipt of the Supervisor's reply stating clearly the particulars of the grievance, the article(s) of the collective agreement allegedly violated (see 6.01 Definition of Grievance) and the redress sought.

The Office of Human Resources shall meet with the grievor and the Union Grievance Committee within ten (10) working days of receipt of the grievance for the purpose of attempting to resolve the grievance. The Office of Human Resources shall render its decision in writing within ten (10) working days of receipt of the grievance.

Step 3 - Failing a satisfactory settlement being reached in Step 2 the Union Grievance Committee may submit the grievance to the Board of Trustees within five (5) working days of receipt of the Office of Human Resources' decision. The Board of Trustees may at its discretion, or shall on the request of the Union, convene a special meeting for the purpose of hearing the grievance. The Board shall render a decision in writing within ten (10) working days of a duly constituted Board Meeting at which the decision is made and, in any event, within twenty (20) working days of official receipt of the grievance by the Board of Trustees.

Step 4 - Failing a satisfactory settlement being reached in Step 3 the Union may within ten (10) working days of receipt of the Board's decision refer the matter to Arbitration (see Article 7), or advise the Board in writing that it does not intend to proceed to Arbitration.

6.03 Grievances and the replies shall be in writing at all stages.

6.04 Grievances settled satisfactorily shall date from the time of the incident unless otherwise mutually agreed.

6.05 Time limits, as specified in Article 6, may be extended by mutual agreement.

6.06 Where a dispute involves:

a) a question of general application or interpretation, Step 1 may be bypassed.

b) the discharge or suspension of an employee, Step 1 and/or Step 2 may be bypassed.

ARTICLE 7 – ARBITRATION

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 to the Collective Agreement.

7.02 Within ten (10) working days of receipt of the referral of the grievance to arbitration the parties shall attempt to mutually agree upon a Sole Arbitrator to resolve the grievance. Failing agreement on a Sole Arbitrator within ten (10) working days, each of the parties shall name their arbitrator to sit on a three (3) person Arbitration Board.

The two (2) selected arbitrators shall then select a third (3rd) person to act as chairperson of the Arbitration Board.

7.03 If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within ten (10) working days, the appointment shall be made by The Manitoba Labour Board 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 Arbitration Board alter, modify or amend this Agreement in any respect.

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

a) is acting or has, in a period of one (1) year prior to the date on which notice of desire to submit the matter to arbitration is given, acted as a solicitor, counsel, or agent of any of the parties to the arbitration.

b) has a pecuniary interest in the matters referred to this Arbitration Board, other than being a taxpayer.

7.06 Expenses of the Arbitration Board;

a) each party shall pay the fees and expenses of the arbitrator it appoints;

b) the Sole Arbitrator's or Chairperson of the Arbitration Board's fees and expenses shall be shared equally by both parties.

7.07 Time limits may be extended by mutual agreement between the Division and the Union.

ARTICLE 8 – SENIORITY

8.01 Seniority Defined – Seniority is defined as the length of continuous service in the Division since the date of last hire but adjusted in accordance with Article 11.

For employees employed on a ten (10) month basis, because of the nature of their positions due to the closing of schools during July and August, the ten (10) month basis of employment shall be construed as one (1) year's service for the purpose of seniority.

Term employees will be given consideration for all jobs not filled internally provided they meet the criteria as outlined in Article 10.02.

8.02 Establishment of Seniority

a) Seniority shall be established upon the completion of the probationary period and shall count from the date of employment.

b) In the event a permanent employee contemplated by a) above has previously been employed by the Division in a term position(s), for seniority determination purposes only, that employee’s seniority shall count from the date of employment in any consecutive term position(s) and that the consecutive term positions terminated within thirty (30) calendar days of commencing permanent employment.

For employees employed on a ten (10) month basis, because of the nature of their positions due to the closing of schools during July and August, this period shall not be considered a break in consecutive service.

c) In the event a permanent or term employee was previously a casual employee (see Article 2.01 a)), seniority shall be recognized for that casual employment provided the casual employment was for a minimum of twenty (20) consecutive working days in the same position and is consecutive of commencement in a permanent position or in a term position qualifying for seniority recognition in accordance with b) above.

8.03 Seniority shall be maintained and accumulated during:

1) absence due to personal illness or injury up to the maximum days accumulated under the provisions of the collective agreement;

2) absence due to a compensable accident under Workers' Compensation;

3) authorized leave of absence up to sixty (60) calendar days;

4) the statutory period of absence for maternity/parental leave as provided for in the *Employment Standards Code*;

5) authorized leave of absence for Division approved apprenticeship training.

8.04 Seniority shall be maintained but not accumulated during:

1) authorized leave of absence in excess of sixty (60) calendar days;

2) leave of absence beyond the statutory period of absence for maternity leave as provided for in the *Employment Standards Code*;

3) a period of lay-off up to one (1) calendar year after the 30th day of September following the date of lay-off.

8.05 An employee shall lose their seniority standing for the following reasons, when or if:

1) the employee terminates;

2) the employee is discharged for just cause and is not reinstated;

3) the employee fails to return to work following an authorized leave of absence;

4) the employee

a) does not return to work from lay-off within ten (10) working days of being notified by registered mail; or

b) fails to report immediately following the notice period required to be given to another employer, said notice to be given immediately upon receipt of recall notice; or

c) where the laid off employee fails to report due to illness and such illness is not substantiated by a medical certificate.

5) the employee is laid off for a period that exceeds one (1) calendar year after the 30th day of September following the date of lay-off.

8.06 The Union shall be provided each year with an up-to-date electronic copy of the seniority list not later than October 31st of each year. The seniority list will be as at the previous August 31st, and will include all employees who have completed their probationary periods as of that date.

8.07 Each employee shall be permitted a period of ninety (90) working days after receipt of such seniority list to protest in writing any alleged omission or incorrect listing to the Secretary-Treasurer or their designate, but such protests shall be limited solely to errors or changes that have occurred since the publication of the previous seniority list. Any

errors or changes identified and approved shall become effective on the date of receipt of such protest and shall have no retroactive effect on this or any other article. In the event the employee does not file a written protest with the Division within the time limit stipulated, the list shall be considered as accepted as regards to that employee. However, when an employee is on vacation, leave of absence, or sick leave, the employee may protest the alleged omission or incorrect listing within ninety (90) working days of their return to work.

ARTICLE 9 – LAY-OFFS & RECALLS

9.01 In the event the Division decides that employee lay-offs are necessary, employees will be laid off on the basis of seniority, as defined in Article 8.01, within the job, as defined in Article 2.01(c), in which they are employed.

Lay-off means an employee's employment is discontinued due to a shortage of work or an elimination of a position(s) or job(s).

Notwithstanding the foregoing, in the event of lay-off, qualifications and ability to meet the requirements of the position shall be the main criterion. When qualifications and ability are relatively equal, seniority shall prevail.

Article 9 shall not apply to Term employees.

9.02 The Union recognizes the right of the Division to assign employees to schools under its jurisdiction. In the event positions are eliminated, the least senior employee(s) in the job in which positions are being eliminated will be identified for lay-off.

The incumbents of those positions who are not subject to lay-off due to seniority will be considered for reassignment within the job on the basis of seniority.

The Division shall provide to any employee being considered for transfer an opportunity for consultation with respect to the transfer. Individuals within a job will be consulted on the basis of seniority. The most reasonable notice possible given the circumstances shall be provided to the employee being transferred.

9.03 The reassignment of an employee identified for lay-off shall not result in a promotional opportunity for that employee.

An employee who has been identified for lay-off, will be entitled to exercise their seniority rights to displace an employee with the least seniority in a job that has both the same or a lesser pay range and the same or lesser assigned hours than:

i) the position from which they are being laid off, or

ii) any position that they held within the school year when the notice of potential lay-off occurs,

provided they possess the required ability, skill, and qualifications for the position.

9.04 The Division shall give an employee written notice of layoff or reduction of original permanent hours at least ten (10) working days prior to the effective date of the lay-off, or in the absence of sufficient notice, pay in lieu thereof.

9.05 Employees who are laid off shall be placed on a re-employment list on the basis of seniority. A laid off employee shall remain on the re-employment list:

i) until they are re-employed by the Division; or

ii) subject to Article 9.06 (b) ii), until an employee declines a recall to a position within the same job from which they originally were laid off; or

iii) for a period of one (1) calendar year after the 30th day of September following the date of lay-off;

whichever comes first.

An employee who is removed from the re-employment list as a result of the application of this clause under ii) or iii) above, shall be notified in writing that their employment has been terminated.

9.06 In affecting the recall of an employee, the reassignment of an employee shall not result in a promotional opportunity for that employee. No position shall be posted and no new employee hired until the employees on the re-employment list have been given the opportunity of recall as follows:

a) Employees placed on the re-employment list shall be recalled on the basis of seniority provided:

i) an individual employee possesses the required ability, skill, and qualifications for the position; and

ii) the position is in a job that has both the same or a lesser pay range and the same or lesser assigned hours as the job from which the employee was laid off.

b) An employee shall have the right to decline recall, with no effect on their status on the re-employment list, if the recall is:

i) to a position that is in a different job from that which the employee was laid off;

ii) on one occasion only, to a position that is in the same job as that from which the employee was laid off.

It is the responsibility of the employee to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the employee and an employee who is recalled from lay-off shall be required to indicate within six (6) working days of the registered letter being received of their intent to return to work and shall be required to return to work on the date set out in the notice, which date shall be not less than ten (10) working days following such notification unless by mutual agreement.

9.07 Employees on the re-employment list are eligible to apply to any postings in the Division. Postings are available on the Division website.

ARTICLE 10 – VACANCIES AND PROMOTIONS

10.01 a) For positions that are within the scope of this agreement, the Division agrees to post notices of all job vacancies or newly established positions to be filled on a permanent basis. The Division further agrees to post notices for positions that are deemed term vacancies that will exceed three (3) months in duration. The Division agrees that these vacancies will be posted for a period of not less than five (5) working days. A regular position shall not be considered a new position only by reason of adding to the number of hours previously allocated to the position.

b) Positions within the Educational Assistant classification vacated within the school year, resulting in a permanent job vacancy, shall be posted as per Article 10.01 a) above. In special circumstances where the filling of such a vacancy would result in disruption to a student program and/or classroom situation, the permanent position will commence in the following school year. As such, the vacancy shall then be filled for the remainder of the school year as term and shall be posted as per Article 10.01 a) above.

c) The Division agrees to place on the bulletin board at the Maintenance/ Transportation Building a notice for the attention of bus drivers only any program runs as they become or expect to become available. Such program runs shall be other than regular runs and shall be awarded on the basis of seniority to those drivers who apply in writing to the notice, provided that the driver is readily and regularly available for said program runs.

d) Permanent employees may only apply to term vacancies provided the term vacancy is within their classification.

10.02 Role of Seniority in Staff Changes

a) Both parties recognize:

i) the principle of promotion within the service of the Division;

ii) that job opportunity should increase in proportion to length of service.

Seniority shall be considered a factor for transfer, promotion, lay-off, increase in hours and recall. The Division shall choose the candidate with the required qualifications and ability for the position. If qualifications and ability are equal, then the employee with the greatest seniority shall be chosen.

b) Any permanent employee transferring to another classification through successful application, shall be considered to be on a trial period in their new position for a period of three (3) working months actively performing the job duties. If, within this trial period, the employee advises the Division in writing of their wish to revert to their former position, or in the event of unsatisfactory performance in the new position during the trial period, they shall be returned by the Division to their former position at the earliest opportunity, without loss of seniority and at the wage rate for the position being assumed. If the employee returns to their former position within the trial period, the Division may revert to the original recruitment posting in considering applicants to fill the resulting vacant position.

c) Any employee transferring to another job, or an additional job, shall be paid at:

i) the next highest rate in the new job if that new job is at a higher rate of salary than the former/present job; or

ii) the next lowest rate in the new job if that new job is at a lower rate of salary than the former/present job.

d) Upon achieving third (3rd) year in a classification, an employee transferring or promoting into a different job in the same classification will be paid at the third (3rd) year rate.

10.03 Promotions Requiring Higher Certification or Qualification

In cases of promotion requiring higher certification or qualification, the Division will give consideration to employees who do not hold the required certificate/diploma or qualification, subject to the candidate obtaining the required certificate/diploma or qualification prior to the completion of the probationary or trial period, or a longer period as determined by the Division. If the employee fails to obtain the required certificate/diploma or qualification, they shall be returned to their former position or similar position having regard to the operational requirements of the Division.

10.04 The Union shall be notified of all appointments, promotions, hirings, lay-offs, transfers, recalls, and terminations of employment within the month in which the staff changes were made.

10.05 In order to assist the Division in posting notices of vacancies prior to the end of the school year and in an attempt to provide employees with a better knowledge of future openings within the Division, both parties agree that employees contemplating resignation should submit their notice of resignation, wherever possible, prior to April 30th of each year.

10.06 Any employee covered by this Agreement who has given good and faithful service to the Division and who, through advancing years or temporary disablement, is unable to perform their regular duties, shall be given the preference of any light work available and shall receive the salary payable for the new position to which assigned.

10.07 When a designated employee is temporarily assigned to a higher paid job and carries out the duties of that job, the employee shall be paid the wage rate of the job to which assigned at the same step as in the employee's regular job.

ARTICLE 11 – PROBATIONARY PERIOD

11.01 Every employee shall be placed on probation for a period equivalent to six (6) working months of uninterrupted service. Uninterrupted service is determined from the date on which employment commenced and excludes any unpaid absences. An employee while on probation may not apply to vacancies.

11.02 Probationary employees shall be entitled to all rights and privileges of this Agreement, except that they shall not have recourse through the grievance and arbitration procedure for suspension or discharge.

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

11.04 The Division may, acting reasonably, extend for a further six (6) months the probationary period of any employee who has not attained the level of performance expected of the job or who have not yet earned the qualifications/certifications expected of the job.

ARTICLE 12 – HOURS OF WORK

12.01 Employees in the Custodial classification shall work up to eight (8) hours per day, five (5) days per week, Monday through Friday, except for the second (2nd) day worker in all Class I schools, who may be required to work on a Tuesday to Saturday schedule.

12.02 Employees in the Maintenance and Trades classifications shall work on a regular schedule of up to eight (8) hours per day, five (5) days per week, Monday through Friday, except that, if a maintenance or trades worker on a regular schedule is required for a number of hours by the Supervisor to check the school heating systems on Saturdays, Sundays, and statutory holidays, the Supervisor will arrange for that worker to have the same number of hours off their regular schedule, provided that, if the said worker is required to work more than eight (8) hours in any day or more than forty (40) hours during any seven (7) consecutive days, they shall be paid for the extra hours worked at the rate set forth in Article 14, but they shall not have these extra hours off their regular schedule.

12.03 Bus Drivers shall be paid for regular run assignments on a daily minimum hours basis as follows:

– A.M. or P.M. or Noon Assignment	2 hours daily
– A.M. and P.M. Assignment	4 hours daily
– A.M., Noon and P.M. Assignment	6 hours daily
– Duties as assigned	8 hours daily

A bus driver whose regular run assignment, as set forth above, consistently requires that they work at least fifteen (15) minutes longer per day shall be paid for extra time worked to the nearest one-half (1/2) hour per day as long as the assignment so requires. Daily hours worked will be determined by the Supervisor of Transportation in consultation with the driver as actual driving time plus thirty (30) minutes per trip for assigned related duties, such as inspections, fuelling, paperwork, cleaning, etc.

A driver shall be paid a minimum of two (2) hours per program run assignment except when assigned as an extension of a regular run. If such program run assignment exceeds two (2) hours the extra time worked shall be paid as set forth above.

12.04 Field Trips

a) At the start of each new school year, drivers' names shall be placed on the field trip bus drivers' roster at the pay rates as per the Collective Agreement and expense reimbursement, as from time to time set by the Board of Trustees.

School bus field trips shall be offered to school bus drivers on a voluntary basis. No school bus driver is obliged to take a field trip. Electing not to accept a school bus field trip shall not prejudice future job assignments or considerations.

Permanent school bus drivers shall be given the first opportunity to take field trips. No driver shall be allowed to forego their program run (band, swimming, special needs), custodial assistant, lunch assistant or educational assistant assignments to take a field trip. At all times, regular school bus runs shall receive priority consideration.

b) A regular driver taking a field trip shall be deducted the appropriate wages at regular wage rates for the regular driving time missed and will be paid at then current field trip rates for the field trip. The spare driver will be paid at spare driver rates.

c) Field trips shall be identified as follows:

i) Local Field Trip: trips which are done between the regular morning and afternoon runs, or other similar short trips, regardless of destination.

ii) All Day Field Trip: trips of eight (8) or more hours in duration.

iii) Overnight Field Trip: trips of more than one (1) day (or part days) in duration.

d) Field trips bus drivers shall be paid as follows:

i) Local Field Trip – driver to be paid at their current rate of pay for the total duration of the trip; school bus drivers shall be entitled to receive at least one-half (½) hour lunch breaks on local field trips, with reimbursement for lunch to be paid at rates set by the Board of Trustees. Payment shall be for a minimum of two (2) hours per trip assigned.

ii) All Day Field Trip – driver to be paid at their current rate of pay for the trip. A meal expense allowance also shall be paid for all day field trips at rates set by the Board of Trustees.

e) Overnight Field Trip: Is as defined at Article 12.04 c) iii). Driver to be paid at their current rate of pay and would include reimbursement for meals and lodging at the current rates set by the Board of Trustees.

"Rest Time" shall be considered to include non-working hours for rest and relaxation and all meal breaks. Drivers shall not be paid for "rest time" except when called upon to act in a role befitting a “bus driver” where such time will be considered a Call-Out as per Article 14.06 of the Collective Agreement. Rest time is to be a clear and distinct ten (10) hours break from bus driver responsibilities.

12.05 The Office Utility Worker shall work up to eight (8) hours per day, forty (40) hours per week, Monday through Friday.

12.06 *(**Effective until June 30, 2025. Delete and replace thereafter**)* Clerical employees shall work up to seven (7) hours per day, Monday through Friday, inclusive, for a total of thirty-five (35) hours per week, except that if the Division feels there is a requirement to operate a high school on Saturday, casual clerical staff may be hired or regular staff may be required to work at the applicable wage rate.

*(**Effective July 1, 2025)*** Administrative Assistants shall work up to eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week, except that if the Division feels there is a requirement to operate a high school on Saturday, casual administrative staff may be hired or regular staff may be required to work at the applicable wage rate.

12.07 ***(Effective July 1, 2025)*** Employees in the Accounting Clerks and Library Technicians classification shall work up to eight (8) hours per day and up to forty (40) hours per week.

12.08 In the event the Division wished to change the above work schedules the Division shall notify the Union in writing two (2) months prior to any change and shall meet with the Union to discuss the contemplated change. If such change is reasonable and for the efficiency of the Division, the Union and Division may amend the above subsections of this Article as required.

12.09 The normal hours of work for all Educational Assistants covered by this Agreement shall be specifically assigned hours up to eight (8) hours per day. Should the assigned hours of work be varied by the Division, two (2) weeks prior notice will be given.

12.10 Employees working five and one-half (5½) hours or more shall receive a fifteen (15) minute paid rest period for the first (1st) half of their shift and a fifteen (15) minute paid rest period in the second (2nd) half of their shift.

Employees working two and three-quarter (2.75) hours or more but less than five and one-half (5.50) hours shall receive a fifteen (15) minute paid rest period within their shift.

ARTICLE 13 – REDUCTION OF HOURS

13.01 The Division shall apply a reduction in hours for employees on a fair and consistent basis. In doing so the Division will give primary consideration to the impact on the needs of students. If a position(s) is/are identified for a reduction in hours, as a result of a decision of the Division which is not related to student need or to the operational needs of the Division, the least senior employee(s) in that job will be identified and considered for a reduction in hours in accordance with administrative practices established by the Division.

13.02 a) An employee, whose hours of work in a job have been reduced by the Division and who requests in writing reinstatement of lost hours, shall be given first consideration for said hours in a job in the same classification with the same or lesser rate of pay, prior to any new employee being hired in that job, subject to the scheduling of the reinstatement of the hours meeting the needs of the Division. Said first consideration will be provided until the employee:

i) declines an offer of reinstatement of the hour(s) in the same classification; or

ii) transfers to a different job or classification; or

iii) is reassigned to the same number of hours in the same job to which they were assigned prior to the reduction in hours;

whichever comes first (1st).

b) Subject to the provisions of Article 13.02 a), in the event the Division reduces the hours of work of more than one employee in a job, the affected employees will be considered for additional hours in order of seniority.

ARTICLE 14 – OVERTIME

14.01 Overtime/additional time worked shall not be performed or paid for unless authorized by the employee's supervisor or the Division.

14.02 a) (***Effective until June 30, 2025. Delete and replace thereafter****)* Compensation for overtime shall be at the rate of time and one half (1 ½) for the first four (4) hours worked in excess of eight (8) hours per day or forty (40) hours per week for employees in the following classifications: Custodial, Maintenance, Transportation, Educational Assistants.

*(**Effective July 1, 2025**)* Compensation for overtime shall be at the rate of time and one half (1 ½) for the first four (4) hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Exception for School Bus Drivers – Compensation at overtime rates as set forth above shall be waived to a maximum of eighty (80) hours bi-weekly when the bus driver requests and is assigned hours for program runs in addition to the driver's regular run assignment.

b) *(**Effective until June 30, 2025. Delete and renumber thereafter**)* Compensation for overtime shall be at the rate of time and one half (1 ½) for the first four (4) hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week for employees in the following classifications: Secretarial/Clerical, Library Technicians.

c) All overtime in excess of four (4) hours, as set forth above, shall be paid at the rate of double time.

d) An employee, subject to the approval of the Division, may accumulate overtime in the form of equivalent time off at the applicable overtime rate of pay ("banked time") as mutually agreed by the employee and the Division. The accumulation of overtime may be taken at a time mutually agreed upon in writing between the employee and the Division. Any banked time accumulated in excess of forty (40) hours will be paid out. When an employee changes jobs, any accumulated banked time will be paid out.

14.03 Risk pay of one dollar and seventy-five cents ($1.75) per hour shall be paid to all employees over their regular pay while engaged in performing duties on ladders or scaffolds on buildings at a second storey level or higher, including duties on chimneys or sloping roofs, but excluding duties on flat roofs.

14.04 Employees providing bus driver training shall be paid one dollar and seventy-five cents ($1.75) per hour over the regular pay if undertaken during the work day or at the applicable overtime rates.

14.05 An employee who has already left the premises of the Division after the end of their scheduled shift and who is recalled for emergency work shall be paid one and one-half (1½) times their regular rate of pay for such hours worked on recall up to the starting time of their regular shift but, in any event, not less than three (3) hours at one and one-half (1½) times their regular rate of pay.

14.06 Any employee required to work on a statutory holiday shall be paid, in addition to their regular pay, at the rate of double time for all hours worked.

14.07 Employees transferring to another position in the Division shall retain all approved banked time.

14.08 Employees required to use their own vehicle shall be paid at the current approved Division mileage rates for a minimum of five (5) kilometres per day, as approved by appropriate Administrator/Supervisor.

ARTICLE 15 – STATUTORY HOLIDAYS

15.01 All employees shall be entitled to time off with pay at their regular rate of pay for the following holidays, provided they earn wages for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the applicable statutory holiday:

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

Orange Shirt Day (National Day for Truth and Reconciliation)

** and any other when proclaimed and approved by the Provincial Government.

Regardless of the foregoing, no employee shall lose entitlement to the New Year's Day statutory holiday solely by reason of the change in the school calendar set by the Board of Trustees.

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

15.03 If Remembrance Day is declared as a school holiday by the Minister of Education, other than described in Article 15.02, the employees shall be eligible to receive time off with pay for 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.

15.04 When a paid holiday occurs on a Saturday or Sunday, the holiday shall be observed on a working day(s) continuous with the weekend. Such days shall be as provided by legislation or as mutually agreed between the Division and the Union.

15.05 When a statutory holiday occurs during an employee's annual vacation, they shall be allowed an additional day off at a time mutually convenient to the employee and the Division.

ARTICLE 16 – VACATIONS

16.01 Annual vacation entitlements shall be determined as of June 30th each year for twelve (12) month employees. Such an employee with less than one (1) year of service as of June 30th shall receive a vacation with pay, calculated on the basis of one (1) day vacation for every eighteen (18) days worked, or major portion thereof from the date of employment to June 30th.

16.02 a) Employees hired on a twelve (12) month per year basis and having more than one (1) year of service as of June 30th shall be eligible for a paid vacation as follows:

1) Fifteen (15) working days after one (1) year of continuous service.

2) Twenty (20) working days after eight (8) years of continuous service.

3) Twenty-five (25) working days after seventeen (17) years of continuous service.

4) Thirty (30) working days after twenty-four (24) years of continuous service.

b) In progressing to a greater vacation entitlement, the increased vacation with pay entitlement shall be effective as at and taken after the June 30th date immediately following the date upon which the required years of service are fulfilled.

c) Upon ceasing employment with the Division, an employee who receives vacation with pay shall receive a prorated portion of their vacation entitlement calculated from the June 30th immediately preceding the date of ceasing employment to the last day worked.

d) Employees hired on a ten (10) month or less per year basis shall be paid on each pay cheque vacation pay allowance as follows:

1) 6% for the first eight (8) years of continuous service.

2) 8% after eight (8) years of continuous service from date of employment.

3) 10% after seventeen (17) years of continuous service from date of employment.

4) 12% after twenty-four (24) years of continuous service from date of employment.

16.03 Maintenance staff shall not take more than two (2) weeks of vacation in July and August. Custodians and clerical employees employed on a twelve (12) month per year basis may take one (1) week of earned vacation at a time other than July or August provided operational requirements can be met and that no more than one (1) employee shall be absent for this purpose per day unless no relief persons are required. Custodians employed on a twelve (12) month per year basis with six (6) weeks earned vacation must take one (1) week of earned vacation at a time other than July or August and may take two (2) weeks other than during July or August.

16.04 Employees shall submit their preferred vacation period to their designated Supervisor for approval prior to May 1 of each year. The employer will post an approved vacation schedule within thirty (30) days of May 1st of each year. Once approved, such vacation shall not be changed unless mutually agreed upon by the employee and their designate supervisor.

16.05 Illness During Vacations – When an employee on vacation becomes ill to the extent that the services of a medical practitioner are required, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use sick leave credits for the period which the medical practitioner verifies in writing that the employee would have been unable to carry out work duties. The completed medical note must be submitted to the Secretary-Treasurer or designate within five (5) working days of the end of the vacation period. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date as mutually agreed between the employee and the Division or its designate.

16.06 When an employee is granted leave of absence without pay, except when absent and paid compensation under the *Workers Compensation Act* as a result of an injury incurred in the course of their duties with the Division, vacation entitlement shall be adjusted proportionately in that year.

ARTICLE 17 – SICK LEAVE

17.01 Sick Leave Defined – An employee shall be entitled to and shall receive sick leave without loss of pay only where the employee is unable to be at work and perform their regular duties as a result of personal illness or injury. A working day is defined as the number of hours an employee works on a regular work day.

17.02 Employees shall accumulate entitlement for sick leave at the rate of one (1) day for every nine (9) days of actual work or fraction thereof to a maximum of:

a) twenty (20) days per year for employees hired on a ten (10) month per year basis;

b) twenty-four (24) days per year for employees hired on a twelve (12) month per year basis.

The total sick leave which they shall be entitled to accumulate shall not exceed one hundred and twenty-four (124) days. For the purpose of this article, per year shall be July 1st to June 30th.

17.03 Where a term employee is re-employed consecutively with their previous term of employment, regardless of work location or classification, the employee shall be entitled to sick leave earned but not utilized in the previous terms of employment which will be credited to the employee at the start of the new term of employment. The accumulation of sick leave entitlement is in accordance with Clause 17.02.

17.04 The number of days an employee is on sick leave shall be deducted from their accumulated sick leave entitlement at the time the leave is taken.

17.05 Sick leave shall continue to accrue when an employee is absent on an authorized leave of absence with pay; but shall not accrue:

a) while on sick leave;

b) while receiving income replacement benefits from an insurance program;

c) while absent on Worker's Compensation.

17.06 The Division shall advise the employee of the amount of their accumulated sick leave days on each statement of earnings.

17.07 Sick leave is not payable to an employee:

a) who, while receiving sick leave benefits from the Division, is engaged in employment for wage or profit with another employer, except when such employment occurs as a result of a program of rehabilitative employment approved by a certified medical physician, or

b) who, in respect of injury or illness resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance (MPI) or equivalent insurance plan to the extent that such benefits and paid sick leave days exceed the employee's normal salary and up to the maximum number of sick leave days accumulated by the employee. In such cases, the employee shall reimburse the Division the amount of benefit received from the Division.

17.08 If illness extends for four (4) or more consecutive working days, the employee must provide a physician's certificate to the Secretary-Treasurer or designate on or before the fifth (5th) working day of absence. In the event the length of illness is extended by a subsequent physician's certificate, the employee must provide said certificate to the Secretary-Treasurer or designate on or before the third (3rd) working day of the extended portion of the leave. Deductions of pay for uncertified sick leave may be made after the fifth (5th) consecutive working day of absence if a physician's certificate is not received.

The Division may require any absence be verified by a physician's certificate and/or by a physician who may be appointed by the Division; where the Division requests this, the Division shall cover the cost of the examination and/or report.

If required by the Division, employees away on approved sick leave for a duration of longer than twenty (20) working days shall update the Division on their status with medical notes on a semi-monthly basis or for a longer duration as agreed between the employee and employer.

The Union recognizes the employer's right to ask for a medical evaluation assessment prior to returning to the workplace after being away on sick leave.

The Union agrees to work with Management regarding sick leave benefits utilization.

Nothing herein shall restrict the Division's right to discipline an employee for the abuse of sick leave.

17.09 Workers Compensation – Where an employee suffers an injury through accident while employed with the Division, within the scope of the *Workers Compensation Act*, the Division will supplement the award made by the Compensation Board for loss of wages to the employee by such an amount that the award of the Compensation Board and the Division supplementation will equal one hundred percent (100%) of the employee's regular wages and the employee's sick leave credits will be reduced proportionately, until all sick leave credits have been claimed. Once an employee's sick leave credits are exhausted, the employee shall receive only an amount equivalent to the compensation credits. The employee shall turn over to the Division any payment or payments for salary or wages applicable to the said period received by them from the Workers' Compensation Board.

However, if at any time it is decided by the Workers Compensation Board that a supplement paid by the Division during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Division.

17.10 Sick leave shall terminate once the maximum earned accumulation of sick leave credits has been exhausted. Employees may avail themselves of the Leave of Absence section of this Collective Agreement for further leave.

17.11 An employee upon being requested by the Division shall make themself available for the purpose of a medical examination from a physician acceptable to the Division.

Should the Division make such a request, the cost incurred by the employee shall be borne by the Division.

It is understood by the parties to this agreement, that such a request for a medical examination shall not be unreasonably requested and such employee shall be advised in writing of the reasons of such a request.

17.12 The Division shall register the Sick Leave plan with the Employment Insurance for premium reduction purposes. The five-twelfths (5/12) of the difference between the standard Employer premium rate and the reduced premium rate shall be paid to the Union. Payment shall be made each April.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 All requests for leave of absence, with or without pay, must be requested in writing five (5) working days before the leave is taken except in an emergency, and approved by the Division prior to the commencement of the leave.

18.02 Personal Leave – The Division may grant leave of absence without pay to any employee requesting such leave for good and sufficient reasons and provided such leave does not interfere unduly with the operation of the Division.

In addition to the foregoing, a 10-month employee with at least three (3) years of continuous employment with the Division may request an unpaid leave of absence for personal reasons for up to five (5) consecutive days. Such leave is to be taken no more than once in every three (3) years of continuous employment after the first instance. An employee requesting such leave shall submit their request to Human Resources at least ten (10) working days in advance of the intended start date of the leave. Approval is subject to the availability of a substitute and to the operational needs of the Division.

18.03 Personal Day - With a minimum of five (5) days notice to the Division and subject to the availability of a substitute, a permanent employee shall be granted two (2) days of personal leave per school year without loss of salary. Such leave is not to extend Spring, Summer, or Winter Break or to be used on in-service days, parent-teacher days, administrative days or pupil evaluation days unless unusual circumstances arise and then the leave may be granted at the discretion of the Division. Where, during a school year, an employee takes fewer than two (2) personal leave days, up to one (1) personal leave day shall be carried over into the next school year, and must be used within that next school year. The maximum number of personal leave days an employee may take in any school year is three (3) days.

18.04 Union Leave –

a) An employee who has been elected or appointed by the Union to attend union conventions or other business of the Union may be granted a leave of absence at no cost to the Division for this purpose, if such leave does not interfere unduly with the operations of the Division. The Union will be responsible for requesting in writing such

leave on behalf of the employee and shall reimburse the Division for all salary and fringe benefit costs for the period of the absence. In the event a request is denied, reasons for the denial will be given.

b) Employee representatives of the Union, who are members of the grievance and bargaining committees, shall have the privilege of attending joint Union-Board meetings of these committees scheduled during working hours without loss of remuneration. This shall also apply during arbitration.

18.05 Family Leave – An employee shall be entitled to use up to five (5) days of accumulated sick leave per school year to attend to the illness or injury or medical appointment of their spouse or common-law partner, child, parent, sibling, step-child, step-parent, grandchild or grandparent. In the case of a child, if both parents are employees in the Division, both parents shall not access the provisions of this article concurrently. For the purpose of this article, school year shall be July 1st to June 30th.

18.06 Bereavement Leave –

a) In the event of the death of an employee's spouse or partner, child or stepchild, the employee will be allowed a leave of absence of up to seven (7) working days without loss of salary.

b) In the event of the death of an employee's parent or step-parent the employee will be allowed a leave of absence of up to five (5) working days without loss of salary.

c) In the event of the death of an employee's sibling(s), step-sibling(s), grandchild(ren), step-grandchild(ren), grandparent(s), parent(s)-in-law, son-in-law, or daughter-in-law, the employee will be allowed a leave of absence of up to three (3) days without loss of salary.

d) Said days referred to in 18.06 a), 18.06 b) and 18.06 c) above shall be taken between the day of death and four (4) working days after the funeral, both days inclusive.

e) In the event of the death of a brother-in-law, sister-in-law, grandparent-in-law, uncle, spouse's uncle, aunt, spouse's aunt, nephew or niece, an employee shall be allowed a leave of absence of up to one (1) day without loss of salary to attend the funeral.

f) Requests for leave of absence, with pay, for the purpose of travel in excess of five hundred (500) kilometers one way to attend the funeral of a member of an employee's immediate family, as defined in 18.06 a) above, may be granted at the discretion of the Secretary-Treasurer for up to two (2) additional days to a maximum combined total of nine (9) days.

For the purpose of this clause the definition of partner is limited to where an employee establishes that they have been residing with a person of the same or opposite gender and has lived with that person in a marriage-like relationship for at least six (6) months, and has publicly represented that person as their spouse, then that person shall be deemed to be the employee's partner.

18.07 Jury Duty – An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private or personal affairs, shall be granted a leave of

absence without loss of pay for the required period of absence. All jury or witness fees, excluding expense reimbursements, received by the employee shall be remitted to the Division.

The employee shall have responsibility to provide to the Division satisfactory proof of the necessity of this absence. Absence from work shall be minimized and, where possible, the employee shall make themselves available for duty at their position during regular hours when they may not be required at Court.

18.08 Maternity Leave – After seven (7) consecutive calendar months from the commencement of employment with the Division, every pregnant employee shall be entitled to maternity leave of up to seventeen (17) weeks, subject to the provisions of the *Employment Standards Code*.

The employee shall submit their request for maternity leave in writing at least four (4) weeks before the day the leave is to commence and shall indicate the period of time requested. A physician's certificate giving the expected delivery date must accompany the request.

The normal four (4) week notice period will be waived by the Division should the employee's physician recommend an immediate leave of absence.

18.09 Adoption or Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Code*.

18.10 Further to Articles 18.08 and 18.09, the Division, upon written request of the employee, may grant a personal leave of absence without pay and benefits for an additional period, the combined leaves not to exceed one (1) year. At the expiration of such leaves, the employee shall be reinstated in the position occupied by them at the commencement of the leave or in a comparable position with not less than the same wages and benefits. Should the employee fail to return to work at the end of the leave period, the Division will not be required to reinstate that employee.

18.11 Interpersonal Violence Leave shall be granted in accordance with the provisions of *The Employment Standards Code*

ARTICLE 19 – TECHNOLOGICAL CHANGE

19.01 Subject to the following, article 19 applies where technological change results in reduction of the workforce:

a) Advance Notice – The Division shall advise the Union of any technological changes at least four (4) months, or less if mutually agreed upon, before the introduction of the new methods of operation which could affect the terms and conditions of employment of a significant number of employees.

b) Consultation – The Division shall notify the Union in writing of the nature of the technological change, the effective date of the proposed change, the classifications affected, the number of employees affected, and the effect that the change may have on the terms and conditions of employment.

c) Notice to Bargain – The Union may advise the Division that it wishes to commence collective bargaining to revise the current agreement or to negotiate a new agreement as a result of the technological change.

d) Arbitration – The Division and the Union shall have the right to request a ruling from an Arbitration Board as to whether a proposed change is likely to affect the terms and conditions of a significant number of employees and whether this change has significantly altered the basis upon which the collective agreement was negotiated.

ARTICLE 20 – JOB SECURITY

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

ARTICLE 21 – EMPLOYEES' BENEFITS

21.01 Pension Plan – All new employees shall participate in the Manitoba School Boards Association Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba according to the terms and conditions of that plan or as may be amended from time to time by the trustees of that plan. Effective January 1, 1995, Pension contributions shall be made on the vacation pay allowances paid to ten (10) month employees.

21.02 Long Term Disability Plan – The Division agrees to facilitate a Plan paid for by the employees who elect coverage. The selection of any such Plan shall be by mutual agreement of the Division and the Union.

The Union agrees to and does hereby indemnify and save the Division harmless for all claims, actions and proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division's administering deductions for the plan.

21.03 Extended Health/Dental Plan – The Division agrees to facilitate a Plan paid for by employees covered according to the terms and conditions of the Plan. The selection of any such Plan shall be by mutual agreement of the Division and the Union.

The Union agrees to and does hereby indemnify and save the Division harmless for all claims, actions and proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division's administering deductions for the plan.

21.04 Long Service Recognition – An employee who resigns or passes away (payable to their estate) from their position with the Division after fifteen (15) or more consecutive years of service in a support staff position shall be entitled to and have the option of a paid leave or a lump sum payment based on two (2) days for each year of said service. The number of days to which an employee is so entitled shall be calculated on a pro-rated basis for part-time employment during said service, if applicable. The determination of Long Service Recognition for Bus Drivers shall include program runs.

ARTICLE 22 – SALARIES

22.01 The Division agrees to pay salaries semi-monthly, in accordance with Appendix "A" attached hereto and forming part of this Agreement. Appendix "A" shall have retroactive effect for those employees currently on staff or who have worked during the term of this Agreement.

Other negotiated items and changes resulting from the Collective Agreement shall be effective as of the date of signing, unless otherwise negotiated.

22.02 A permanent employee shall receive an annual increment until the maximum rate for the job held is obtained. The date for annual increments shall be the first of the month following the employee's anniversary date.

22.03 Where a term employee is re-employed consecutively with their term of employment, provided the term of employment was in the same classification, the term employee will be entitled to one increment equivalent following completion of each one thousand (1000) hours of employment until reaching the fourth (4^{th}) step.

22.04 New Positions– Should the Division establish a position not previously covered in this agreement, the Division, at its sole discretion, shall create a Job Profile and rate of pay for the position, to be included in Appendix A of this agreement.

The Union shall be notified of the above and be given the opportunity to either confirm the rate of pay as appropriate for the new position or negotiate a different rate of pay.

The matter of the rate of pay be referred to arbitration in accordance with Article 7 should the parties be unable to agree to an appropriate rate of pay for the new position.

22.05 Salaries shall be paid by direct deposit in the employee's personal account at the financial institution of their choice.

ARTICLE 23 – DURATION OF AGREEMENT

23.01 This Agreement shall take effect and be binding upon the parties from the 1^{st} day of July 2022 to the 30^{th} day of June 2026, and thereafter until revised or terminated as hereinafter provided.

23.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination.

23.03 Within thirty (30) calendar days of receipt of this notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

23.04 The parties shall thereafter meet to commence negotiations in good faith and make every reasonable effort to consummate a revised and/or amended Agreement.

ARTICLE 24 – BOOT REIMBURSEMENT

Where the Employer requires that safety shoes be worn, the employee shall be provided with a safety shoe reimbursement to a maximum of two hundred ($200.00) dollars once every two (2) years upon presentation of a receipt and proof of CSA compliance. New employees will receive the reimbursement upon completion of their probationary period.

ARTICLE 25 – PERSONNEL FILES

Upon written request to the Human Resources Director, employees shall have the right to review their personnel file during regular Division office hours at a mutually agreed upon time within five (5) working days, in the presence of a Division representative and shall have the right to respond

in writing to any documents contained therein. Such reply shall become part of the employee's personnel file. The employee has the right to be accompanied by a Union representative. The employee will receive a copy of any documents contained in the file if requested.

ARTICLE 26 – WORKPLACE SAFETY & HEALTH COMMITTEE

26.01 The Division and Union recognize the duties and responsibilities of the employer, supervisors, and employees under the Workplace Safety & Health Act and regulations thereto. Further, the Division and the Union acknowledge the Workplace Safety and Health Act contains specific provisions which cover the roles and responsibilities of workplace committees and agree to work co-operatively within this legislated mandate.

26.02 The Union shall appoint one (1) Workplace Safety & Health representative per worksite.

26.03 The Union shall appoint their members to the Workplace Safety & Health Committee.

Dated at Brandon, Manitoba, this 15th day of October 2024.

SIGNED AND AGREED ON BEHALF OF THE BRANDON SCHOOL DIVISION:

L. ROSS, CHAIRPERSON

D. LABOSSIERE, SECRETARY-TREASURER

SIGNED AND AGREED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 737:

J. ROSE, PRESIDENT

D. HEAMAN, SECRETARY

APPENDIX "A" – BASIC HOURLY RATES

Effective Date	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Increase	2.50%	2.75%	3.00%	3.00%

CUSTODIAL

Building Operations Coordinator (with Fourth (4th) Class Power Engineering Certificate)				
1ST YEAR	25.40	26.10	26.88	27.69
2ND YEAR	25.93	26.64	27.44	28.26
3RD YEAR	26.49	27.21	28.03	28.87
4TH YEAR				29.46
Head Custodian (with Fifth (5th) Class Power Engineering Certificate)				
1ST YEAR	23.43	24.07	24.79	25.54
2ND YEAR	23.93	24.59	25.33	26.09
3RD YEAR	24.41	25.09	25.84	26.61
4TH YEAR				27.15
Head Custodian				
1ST YEAR	22.19	22.80	23.48	24.19
2ND YEAR	22.67	23.29	23.99	24.71
3RD YEAR	23.12	23.76	24.47	25.20
4TH YEAR				25.71
Evening Custodian				
1ST YEAR	22.19	22.80	23.48	24.19
2ND YEAR	22.67	23.29	23.99	24.71
3RD YEAR	23.12	23.76	24.47	25.20
4TH YEAR				25.71
2nd Day Custodian (with Fifth (5th) Class Power Engineering Certificate)				
1ST YEAR	22.80	23.43	24.13	24.86
2ND YEAR	23.27	23.91	24.63	25.37
3RD YEAR	23.77	24.42	25.15	25.91
4TH YEAR				26.43
Office Utility Worker				
1ST YEAR	22.80	23.43	24.13	24.86
2ND YEAR	23.27	23.91	24.63	25.37
3RD YEAR	23.77	24.42	25.15	25.91
4TH YEAR				26.43
Custodial Assistant				
1ST YEAR	20.05	20.60	21.22	21.86
2ND YEAR	20.51	21.08	21.71	22.36
3RD YEAR	20.91	21.48	22.13	22.79
4TH YEAR				23.26

Effective Date	**July 1, 2022**	**July 1, 2023**	**July 1, 2024**	**July 1, 2025**
Increase	2.50%	2.75%	3.00%	3.00%
TRADES				
Electrician				
1ST YEAR	33.43	34.34	41.23	42.47
2ND YEAR	33.95	34.89	41.85	43.33
3RD YEAR	34.51	35.46	42.88	44.19
4TH YEAR				45.05
Plumber				
1ST YEAR	32.03	32.91	40.78	42.01
2ND YEAR	32.57	33.47	41.40	42.86
3RD YEAR	33.09	34.00	42.42	43.71
4TH YEAR				44.56
Carpenter				
1ST YEAR	33.43	34.34	35.38	36.44
2ND YEAR	33.95	34.89	35.93	37.01
3RD YEAR	34.51	35.46	36.52	37.62
4TH YEAR				38.21
Boiler (with Fourth (4th) Class Power Engineering Certificate)				
1ST YEAR	32.03	32.91	33.90	34.92
2ND YEAR	32.57	33.47	34.47	35.50
3RD YEAR	33.09	34.00	35.02	36.07
4TH YEAR				36.64
HVAC Technician				
1ST YEAR	35.30	36.27	44.15	45.48
2ND YEAR	35.85	36.84	44.82	46.40
3RD YEAR	36.45	37.45	45.92	47.32
4TH YEAR				48.24
MAINTENANCE				
Maintenance Worker II Utility				
1ST YEAR	22.80	23.43	24.79	25.54
2ND YEAR	23.27	23.91	25.33	26.09
3RD YEAR	23.77	24.42	25.84	26.61
4TH YEAR				27.15
Maintenance Worker II Grounds				
1ST YEAR	22.80	23.43	24.13	24.86
2ND YEAR	23.27	23.91	24.63	25.37
3RD YEAR	23.77	24.42	25.15	25.91
4TH YEAR				26.43

Effective Date	**July 1, 2022**	**July 1, 2023**	**July 1, 2024**	**July 1, 2025**
Increase	2.50%	2.75%	3.00%	3.00%
Maintenance Worker III (with Fifth (5th) Class Power Engineering Certificate)				
1ST YEAR	23.43	24.07	24.79	25.54
2ND YEAR	23.93	24.59	25.33	26.09
3RD YEAR	24.41	25.09	25.84	26.61
4TH YEAR				27.15
Maintenance Worker III				
1ST YEAR	22.19	22.80	23.48	24.19
2ND YEAR	22.67	23.29	23.99	24.71
3RD YEAR	23.12	23.76	24.47	25.20
4TH YEAR				25.71
Painter				
1ST YEAR	29.77	30.59	31.51	32.46
2ND YEAR	30.29	31.12	32.06	33.02
3RD YEAR	30.81	31.65	32.60	33.58
4TH YEAR				34.14
Welder				
1ST YEAR	29.14	29.94	30.84	31.76
2ND YEAR	29.64	30.46	31.37	32.31
3RD YEAR	30.13	30.95	31.88	32.84
4TH YEAR				33.38
Labourer				
1ST YEAR	21.00	21.58	22.23	22.90
2ND YEAR	21.48	22.07	22.73	23.41
3RD YEAR	21.90	22.51	23.18	23.88
4TH YEAR				24.37
Student				
Manitoba Minimum Wage +	1.00	1.00	2.00	2.00
TRANSPORTATION				
Mechanic				
1ST YEAR	31.11	31.97	34.85	35.90
2ND YEAR	31.64	32.51	35.37	36.62
3RD YEAR	32.20	33.08	36.25	37.35
4TH YEAR				38.08
Yearly Tool Allowance	175.00	175.00	450.00	450.00
School Bus Driver				
1ST YEAR	22.19	22.80	23.48	24.19
2ND YEAR	22.67	23.29	23.99	24.71
3RD YEAR	23.12	23.76	24.47	25.20
4TH YEAR				25.71

Effective Date	**July 1, 2022**	**July 1, 2023**	**July 1, 2024**	**July 1, 2025**
Increase	2.50%	2.75%	3.00%	3.00%
School Bus Driver/Utility Maintenance Worker				
1ST YEAR	23.43	24.07	24.79	25.54
2ND YEAR	23.93	24.59	25.33	26.09
3RD YEAR	24.41	25.09	25.84	26.61
4TH YEAR				27.15
School Bus Driver (Lift Bus)				
1ST YEAR	22.80	23.43	24.13	24.86
2ND YEAR	23.27	23.91	24.63	25.37
3RD YEAR	23.77	24.42	25.15	25.91
4TH YEAR				26.43
Substitute Drivers	22.79	23.42	24.12	24.84
Hourly rate includes Vacation Pay & Statutory Holidays				
Courier				
1ST YEAR	20.05	20.60	21.22	21.86
2ND YEAR	20.51	21.08	21.71	22.36
3RD YEAR	20.91	21.48	22.13	22.79
4TH YEAR				23.26
ADMINISTRATIVE ASSISTANTS				
School Administrative Assistant				
1ST YEAR	24.06	24.73	25.47	26.23
2ND YEAR	24.58	25.25	26.01	26.79
3RD YEAR	25.09	25.78	26.56	27.35
4TH YEAR				27.92
Divisional Administrative Assistant				
1ST YEAR	24.06	24.73	25.47	26.23
2ND YEAR	24.58	25.25	26.01	26.79
3RD YEAR	25.09	25.78	26.56	27.35
4TH YEAR				27.92
ACCOUNTING CLERKS				
Accounting Clerk				
1ST YEAR	24.06	24.73	28.30	29.15
2ND YEAR	24.58	25.25	30.26	30.83
3RD YEAR	25.09	25.78	32.55	32.51
4TH YEAR				34.19

Effective Date	**July 1, 2022**	**July 1, 2023**	**July 1, 2024**	**July 1, 2025**
Increase	2.50%	2.75%	3.00%	3.00%
LIBRARY TECHNICIANS				
Divisional				
1ST YEAR	23.43	24.07	24.79	25.54
2ND YEAR	23.93	24.59	25.33	26.09
3RD YEAR	24.41	25.09	25.84	26.61
4TH YEAR				27.15
School Based (without Certification)				
1ST YEAR	21.61	22.20	22.87	23.55
2ND YEAR	22.06	22.66	23.34	24.04
3RD YEAR	22.51	23.13	23.82	24.53
4TH YEAR				25.02
School Based (with Certification)				
1ST YEAR			23.87	24.58
2ND YEAR			24.34	25.07
3RD YEAR			24.82	25.56
4TH YEAR				26.05
EDUCATIONAL ASSISTANTS				
Life Skills				
1ST YEAR	22.19	22.80	23.48	24.19
2ND YEAR	22.67	23.29	23.99	24.71
3RD YEAR	23.12	23.76	24.47	25.20
4TH YEAR				25.71
Nursery School				
1ST YEAR	23.43	24.07	24.79	25.54
2ND YEAR	23.93	24.59	25.33	26.09
3RD YEAR	24.41	25.09	25.84	26.61
4TH YEAR				27.15
Specialized Health Support				
1ST YEAR	23.43	24.07	24.79	25.54
2ND YEAR	23.93	24.59	25.33	26.09
3RD YEAR	24.41	25.09	25.84	26.61
4TH YEAR				27.15
American Sign Language (ASL)				
1ST YEAR	22.19	22.80	23.48	24.19
2ND YEAR	22.67	23.29	23.99	24.71
3RD YEAR	23.12	23.76	24.47	25.20
4TH YEAR				25.71

Effective Date	**July 1, 2022**	**July 1, 2023**	**July 1, 2024**	**July 1, 2025**
Increase	2.50%	2.75%	3.00%	3.00%
Home School Liaison				
1ST YEAR	21.61	22.20	22.87	23.55
2ND YEAR	22.06	22.66	23.34	24.04
3RD YEAR	22.51	23.13	23.82	24.53
4TH YEAR				25.02
Career Technologist				
1ST YEAR	21.61	22.20	22.87	23.55
2ND YEAR	22.06	22.66	23.34	24.04
3RD YEAR	22.51	23.13	23.82	24.53
4TH YEAR				25.02
Vocational				
1ST YEAR	22.19	22.80	23.48	24.19
2ND YEAR	22.67	23.29	23.99	24.71
3RD YEAR	23.12	23.76	24.47	25.20
4TH YEAR				25.71
General				
1ST YEAR	21.61	22.20	22.87	23.55
2ND YEAR	22.06	22.66	23.34	24.04
3RD YEAR	22.51	23.13	23.82	24.53
4TH YEAR				25.02
Speech Language Pathology				
1ST YEAR	22.19	22.80	23.48	24.19
2ND YEAR	22.67	23.29	23.99	24.71
3RD YEAR	23.12	23.76	24.47	25.20
4TH YEAR				25.71
Indigenous Academic Achievement / Building Student Success with Indigenous Parents (BSSIP)				
1ST YEAR	22.19	22.80	23.48	24.19
2ND YEAR	22.67	23.29	23.99	24.71
3RD YEAR	23.12	23.76	24.47	25.20
4TH YEAR				25.71
Lift Bus				
1ST YEAR	22.80	23.43	24.13	24.86
2ND YEAR	23.27	23.91	24.63	25.37
3RD YEAR	23.77	24.42	25.15	25.91
4TH YEAR				26.43
PRODUCTION CHEF				
Production Chef				
1ST YEAR	26.11	26.83	27.64	28.47
2ND YEAR	26.64	27.37	28.19	29.04
3RD YEAR	27.20	27.95	28.79	29.65
4TH YEAR				30.24

LETTER OF UNDERSTANDING

Between

BRANDON SCHOOL DIVISION

and

CUPE LOCAL 737

on

PENSION PLAN CONSULTATION

1. The Brandon School Division and CUPE Local 737 agree to establish a joint committee with equal representation from Brandon School Division and CUPE Local 737 to undertake discussions regarding the differences between MSBA and MEPP pension plans, recognizing plan members need comprehensive and accurate information to make an informed decision.

2. The joint committee, referenced in 1. above, and the Terms of Reference of the committee, will be established by mutual agreement between the parties.

3. The parties agree that at the local level there will be:

    - Sharing of relevant data presented to/by the parties;
    - Analysis, review and clarification of the information;
    - Regular meetings to discuss these matters.

4. Furthermore, the parties agree to participate in any future provincial discussions on these matters.

Dated at Brandon, Manitoba, this 15th day of October, 2024.

SIGNED AND AGREED ON BEHALF OF THE BRANDON SCHOOL DIVISION:

L. ROSS, CHAIRPERSON

D. LABOSSIERE, SECRETARY-TREASURER

SIGNED AND AGREED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 737:

J. ROSE, PRESIDENT

D. HEAMAN, SECRETARY

LETTER OF UNDERSTANDING

Between

BRANDON SCHOOL DIVISION

and

CUPE LOCAL 737

on

LONG-TERM DISABILITY (LTD) PLAN

1. The Brandon School Division and CUPE Local 737 agree to undertake a study of LTD plans in an attempt to find coverage for support staff that:

   a) Offers affordable premiums;

   b) Provides appropriate coverage for the various employee groups of CUPE Local 737.

2. Any such plan selected by mutual agreement of the Division and the Union will be paid for by the employees.

Dated at Brandon, Manitoba, this 15th day of October, 2024.

SIGNED AND AGREED ON BEHALF OF THE BRANDON SCHOOL DIVISION:	SIGNED AND AGREED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 737:
L. ROSS, CHAIRPERSON	J. ROSE, PRESIDENT
D. LABOSSIERE, SECRETARY-TREASURER	D. HEAMAN, SECRETARY

LETTER OF UNDERSTANDING

Between

BRANDON SCHOOL DIVISION

and

CUPE LOCAL 737

on

DISCRIMINATION IN AGREEMENT

1. The Brandon School Division and CUPE Local 737 agree that:

   a) 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; and

   b) In the event any of the provisions are deemed to be discriminatory, the parties will negotiate the necessary adjustments to the collective agreement language.

Dated at Brandon, Manitoba, this 15th day of October, 2024.

SIGNED AND AGREED ON BEHALF OF THE BRANDON SCHOOL DIVISION:	SIGNED AND AGREED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 737:
L. ROSS, CHAIRPERSON	J. ROSE, PRESIDENT
D. LABOSSIERE, SECRETARY-TREASURER	D. HEAMAN, SECRETARY

LETTER OF UNDERSTANDING

Between

BRANDON SCHOOL DIVISION

and

CUPE LOCAL 737

on

TWELVE (12) MONTH EMPLOYEES' VACATION TIME

1. The Brandon School Division and CUPE Local 737 agree that:

   a) A joint committee shall be assembled prior to March 2025 to meet and discuss the twelve (12) month employee vacation time to undertake a pilot project for the 2025-2026 vacation year.

Dated at Brandon, Manitoba this 15th day of October, 2024.

SIGNED AND AGREED ON BEHALF OF THE BRANDON SCHOOL DIVISION:	SIGNED AND AGREED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 737:
L. ROSS, CHAIRPERSON	J. ROSE, PRESIDENT
D. LABOSSIERE, SECRETARY-TREASURER	D. HEAMAN, SECRETARY

LETTER OF AGREEMENT

Between

BRANDON SCHOOL DIVISION
(hereafter called the "Division")

and

CUPE LOCAL 737
(hereafter called the "Union")

Regarding

APPENDIX "A" – BASIC HOURLY RATES

WHEREAS, pursuant to the collective bargaining settlement agreement between the Division and the Union, the Division agreed to meet with the Union to discuss and confirm targeted market adjustments before December 31, 2024, to be effective retroactively to July 1, 2024.

WHEREAS, the Division and the Union have met to review market adjustments for select positions.

NOW THEREFORE, in consideration of the premises and mutual covenants herein set forth, the parties hereby agree to the following:

1. Appendix A – Basic Hourly Rates be revised to reflect the market adjustments effective July 1, 2024 and that Appendix A be deleted and replaced by the revised Appendix A – Basic Hourly Rates, attached hereto as Appendix "A".

2. The Union agrees it has had the opportunity to confirm or negotiate the rates of pay for any new jobs or positions added as a result of this Agreement and that article 22.04 of the Collective Agreement, "New Positions", shall not apply as a result of the parties entering into this Agreement.

Dated at Brandon, Manitoba this 13th day of December, 2024.

SIGNED AND AGREED ON BEHALF OF THE BRANDON SCHOOL DIVISION:	SIGNED AND AGREED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 737:
L. ROSS, CHAIRPERSON	J. ROSE, PRESIDENT
D. LABOSSIERE, SECRETARY-TREASURER	K. GUZZARDI, SECRETARY

LETTER OF AGREEMENT

Between

BRANDON SCHOOL DIVISION
(hereafter called the "Division")

and

CUPE LOCAL 737
(hereafter called the "Union")

Regarding

EDUCATIONAL ASSISTANTS – AMERICAN SIGN LANGUAGE (ASL)

WHEREAS the Division and the Union have met to review market adjustments for the position of Educational Assistant – American Sign Language (ASL).

AND WHEREAS the Division and the Union recognize that establishing a new classification for employees obtaining their certification in American Sign Language (ASL) would be beneficial for attracting and retaining staff.

NOW THEREFORE, in consideration of the premises and mutual covenants herein set forth, the parties hereby agree to the following:

1. Renaming the current American Sign Language (ASL) classification to American Sign Language (ASL) (without Certification). There is no change to the basic hourly rate of pay for the position.

2. Establishing a new job profile and classification for American Sign Language (ASL) (with Certification). The basic hourly rate of pay for the position be as follows, effective July 1, 2025:

1ST YEAR	29.50
2ND YEAR	30.09
3RD YEAR	30.69
4TH YEAR	31.31

3. The Union agrees it has had the opportunity to confirm or negotiate the rates of pay for the new position added as a result of this Agreement and that article 22.04 of the Collective Agreement, "New Positions", shall not apply as a result of the parties entering into this Agreement.

Dated at Brandon, Manitoba this 16th day of September 2025.

SIGNED AND AGREED ON BEHALF OF THE BRANDON SCHOOL DIVISION:

L. ROSS, CHAIRPERSON

D. LABOSSIERE, SECRETARY-TREASURER

SIGNED AND AGREED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 737:

J. ROSE, PRESIDENT

K. GUZZARDI, SECRETARY

LETTER OF UNDERSTANDING

Between

BRANDON SCHOOL DIVISION
(hereafter called the "Division")

and

CUPE LOCAL 737
(hereafter called the "Union")

Regarding

ADDITIONAL CLASSIFICATION – COMMUNITY CONNECTOR

WHEREAS, the Division has received funding from the Community Schools Grant (the "Grant") for full-time Community Connector positions at four (4) schools for the 2026/2027 school year.

AND WHEREAS, the Division has been made aware of significant changes to the Community Schools Framework, necessitating the creation of a Community Connector classification.

AND WHEREAS, the Union and the Division have come to an agreement on the roles, responsibilities, term of employment, hours of work and wages to be paid to the Community Connector.

NOW THEREFORE, the parties agree to the following:

1. The basic hourly rate of pay for the position be as follows, effective September 8, 2026:

1ST YEAR	$24.19
2ND YEAR	$24.71
3RD YEAR	$25.20
4TH YEAR	$25.71

2. Positions will be filled in accordance with the required qualifications, skills, and abilities identified in the job description. These positions shall be term contracts of eight (8.0) hours per day, twelve (12) months per year, and are contingent upon continued funding of the Grant. In the event that funding for a school is discontinued, the position shall be terminated due to the loss of funding.
3. Employees in this classification will have a flexible workday schedule to offer programming outside regular school hours such as during school breaks (i.e., winter, spring, and summer), before/after school, evenings and weekends, as operationally required. The flexible workday schedule will be determined by the supervisor.
4. This Letter of Understanding shall come into effect on September 8, 2026, and will remain in force for the 2026–2027 school year unless:
   a. The parties mutually agree, in writing, to amend or extend its term; or,
   b. Funding for the program is discontinued.

Dated at Brandon, Manitoba, this ___ day of _____, 2026.

SIGNED AND AGREED ON BEHALF OF BRANDON SCHOOL DIVISION:

L. ROSS, CHAIRPERSON

D. LABOSSIERE, SECRETARY-TREASURER

SIGNED AND AGREED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 737:

J. ROSE, PRESIDENT

K. GUZZARDI, SECRETARY

LETTER OF UNDERSTANDING

Between

BRANDON SCHOOL DIVISION
(hereafter called the "Division")

and
CUPE LOCAL 737
(hereafter called the "Union")

Regarding
JOB TITLE REVISION – BUILDING OPERATIONS COORDINATOR AND 2ND DAY CUSTODIAN (WITH FIFTH (5TH) CLASS POWER ENGINEERING CERTIFICATE)

WHEREAS the Job of Building Operations Coordinator and 2nd Day Custodian (with Fifth (5th) Class Power Engineering Certificate) identified in the Basic Wage Schedule, Appendix "A" were reviewed;

AND WHEREAS the Division and the Union agree that updating the job titles will better clarify the roles and responsibilities of these positions and provide greater consistency;

AND WHEREAS there are no changes to grid rates associated with these positions.

NOW THEREFORE, the parties agree to the following:

1. The position of Building Operations Coordinator shall be retitled to Head Custodian (with Fourth (4th) Class Power Engineering Certificate).
2. The position of 2nd Day Custodian (with Fifth (5th) Class Power Engineering Certificate) shall be retitled to Day Custodian (with Fifth (5th) Class Power Engineering Certificate).
3. This Letter of Understanding shall come into effect on April 28, 2026.

Dated at Brandon, Manitoba, this ___ day of _____, 2026.

SIGNED AND AGREED ON BEHALF OF BRANDON SCHOOL DIVISION:	**SIGNED AND AGREED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 737:**
L. ROSS, CHAIRPERSON	J. ROSE, PRESIDENT
D. LABOSSIERE, SECRETARY-TREASURER	K. GUZZARDI, SECRETARY