

**AGREEMENT BETWEEN**

**THE RIVER EAST TRANSCONA SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 4635**

**January 1, 2023 – December 31, 2026**

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## **INTERPRETATION CLAUSE**

Where the singular is used in this Agreement, the same shall be construed as meaning the plural, where the context so admits or requires and the converse shall hold as applicable.

## **ARTICLE 1 PURPOSE**

1:01 That for the purpose of promoting cooperation and understanding between the Board and its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, 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 grievance; and to promote harmonious relations between the Division, its employees and the Union.

## **ARTICLE 2 RECOGNITION**

2:01 The Division hereby recognizes the Union as the sole collective bargaining agency for the employees covered by MLB Certificate MLB-6282, except for students, coming within the scope of this agreement in respect to wages, hours of labour, and all other terms and conditions of employment, except in such matters as are specifically excluded by the terms of this agreement.

2:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees and or such other counsel as the Union authorizes when dealing with or negotiating with the Board. The Board shall also have the right at any time to have present such personnel of the Board and authorized representatives on its behalf, as it deems necessary.

2:03 The Union will supply the Division with the names of its officers and committee members. Likewise, the Board will supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

## **ARTICLE 3 DEFINITIONS**

3:01 "Full-time Employee" means an employee who regularly works the full prescribed hours of work per week.

3:02 "Part-time Employee" means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis.

### **ARTICLE 3            DEFINITIONS (continued)**

- 3:03    “Casual Employee” means an employee who is employed on an irregular and/or unscheduled basis to restore to normal the regular staff complement depleted by the absence of permanent or term employees.
- 3:04    “Temporary Employee” means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event. Positions of less than three (3) months duration will be excluded from posting requirements in Article 10:03.
- 3:05    For the purposes of the foregoing, Professional Development Days and Statutory Holidays shall not be considered a break in continuous service, however such days shall not be considered a working day.
- 3:06    A casual employee is not covered by this agreement except for the rate of pay that employee shall be paid as outlined in Schedule “A”. The rate of pay for employees replacing scheduled employees shall be the minimum rate paid for that classification. The rate of pay for a casual employee shall be effective from the pay period following the signing of the agreement.
- 3:07    Students hired during July, August, Christmas Break, and Spring Break by the Division shall not be covered by the terms of this agreement.

### **ARTICLE 4            MANAGEMENT RIGHTS**

- 4.01    **The Union recognizes that it is the function of management to manage the affairs of the business and to direct the working forces of the Division, subject to the provisions of this Agreement.**
- 4.02    **Such management function shall be:**
- (a)    **to operate the school and to direct the staff covered by this agreement as it may deem necessary for the most effective use of its facilities;**
  - (b)    **to discharge, suspend, discipline or demote employees for just and reasonable cause;**
  - (c)    **to hire, transfer, lay-off, promote, and to assign employees to jobs as required by the reorganization of duties and of staff;**
  - (d)    **to determine the necessary services.**

**ARTICLE 4                    MANAGEMENT RIGHTS (continued)**

- 4.03    The Division shall exercise its rights to direct the working force in a fair, reasonable and equitable manner, and consistent with the terms of the Agreement.**
- 4.04    The Division agrees that any exercise of rights and powers under this Article in conflict with any of the provisions of the Agreement shall be subject to the provisions of the grievance procedure.**

**ARTICLE 5                    NO DISCRIMINATION**

- 5:01    The Division and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination.**
- 5:02    The definition of discrimination shall consist of the definition contained in the Manitoba Human Rights Code.**

**ARTICLE 6                    UNION DUES**

- 6:01    Each and every employee who comes under the scope of this Agreement shall have an amount equal to the current union dues deducted by the Division from each pay cheque, whether **they are** a member of the Union or not. Upon official notification consistent with the Union's constitutional requirements and by at least two (2) authorized signatories of the Union, the Division agrees to carry out any changes to the dues structure. The Union shall notify the Division in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which the deductions are to be made.**
- 6:02    For new employees, payroll deductions as set out in 6:01 shall become effective from the start of the first full pay period immediately following the commencement of employment.**
- 6:03    Such dues shall be forwarded to the Treasurer of the Union not later than the 15<sup>th</sup> day of the month following deductions, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.**
- 6:04    In consideration of the premises and of the Division making the compulsory check-off of Union dues as herein provided, the Union agrees to and does hereby indemnify and save the Division harmless from all claims, demands, actions and 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 Union dues provided for in the above clause.**

## ARTICLE 6                    UNION DUES (continued)

- 6.05    The Union agrees not to solicit Union Membership or transact any business of the Union on the Division's time, except as herein provided.
- 6.06    Union representative(s) or advisor(s) shall have access to the Division's premises in order to communicate with any employee(s) within a given building in the bargaining unit with respect to matters arising out of the Collective Agreement or the Manitoba Labour Relations Act providing the following conditions are met:
- a) Prior approval of the Superintendent or designate.
  - b) That visitation does not disrupt normal work function and will take place during normal break time.

## 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:

All grievances shall be submitted, in writing, within fifteen (15) working days of the alleged incident or within fifteen (15) working days from the date on which the grievor became aware of the alleged violation. The Grievance should state the Articles in the Collective Agreement violated and the solution sought. 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.

Step 1: The aggrieved employee shall submit the grievance to **their** Steward. The Steward, shall submit the grievance to the Director of **Maintenance or designate**, in writing with a copy to the employee, within the fifteen (15) working day period outlined above. The parties shall have a meeting to try and settle the dispute and the grievor shall be in attendance if **they** so desire. The Director **or designate** shall render **their** decision in writing **within** fifteen (15) working days after receipt of the grievance.

Step 2: Failing satisfactory settlement within the fifteen (15) working days after the dispute was submitted under Step 1, the written grievance may be submitted to the Secretary-Treasurer, or **their** designate, who shall then arrange a mutually agreeable date to hear the grievance.

The Secretary-Treasurer shall render **their** decision, in writing, within ten (10) working days after such hearing.

## ARTICLE 7            GRIEVANCE PROCEDURE (continued)

Step 3: Failing satisfactory settlement being reached in Step 2 the Union will submit the written grievance to the Board of Trustees who shall, if requested by the Union, hear the grievance at the next regularly scheduled Board meeting or mutually agreed alternative. The Board of Trustees shall render their decision, in writing, within fifteen (15) working days of such hearing, or within thirty calendar (30) days, whichever is earlier.

Step 4: Failing a satisfactory settlement being reached in Step 3, the Union shall, in writing, indicate their intent to proceed or not proceed to Arbitration within fifteen (15) working days following the next regularly scheduled general meeting or within thirty (30) days, whichever is earlier.

- 7:02 The Union shall have the right to originate a policy grievance on behalf of the bargaining unit. Such a grievance shall commence at Step 2.
- 7:03 Where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be bypassed. In cases of discharge or suspension, grievances shall commence at Step 2.
- 7:04 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 Composition of Board of Arbitration

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, indicating the name of its nominee on an Arbitration Board. Within fourteen (14) calendar days thereafter, the other party shall answer by **in writing** indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select a Chairperson mutually satisfactory to both parties.

### 8:02 Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Minister of Labour, Province of Manitoba upon the request of either party.

## **ARTICLE 8            ARBITRATION (continued)**

### 8:03    Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegations and render a decision within fifteen (15) working days from the time the hearing is held.

The decision of the Board of Arbitration shall be final and binding on all parties and the decision shall be made within twenty (20) working days from the time the hearing is held.

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

### 8:04    Amending of Time Limits

The time limits fixed in the Arbitration Procedure may be extended by consent of the parties.

### 8:05    The Arbitration Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

However, the Arbitration Board shall not be empowered to make any decision inconsistent with the provision of this Agreement, or to modify or amend any portion of this Agreement.

### 8:06    Nothing herein shall prohibit the parties from agreeing on a single Arbitrator. If the parties so agree, the provisions of this Article relating to establishment of an Arbitration Board shall apply, with changes in points of detail, to the single Arbitrator.

### 8:07    No person shall be selected as a member of the Arbitration Board who is acting or has acted as a Solicitor, Counsel or Agent of any of the parties to the arbitration in a period of one (1) year prior the date on which notice of desire to submit the matter to arbitration is given.

## **ARTICLE 9            SENIORITY**

### 9:01    Seniority is defined as the length of continuous service from date of hire excluding overtime in the bargaining unit and it shall operate on a bargaining unit wide basis.

### 9:02    The employer shall maintain an up to date seniority list showing the date upon which each employee's regular service commenced, and shall supply a copy of this

## ARTICLE 9                    SENIORITY (continue)

seniority list to the Union and each employee not later than October 15<sup>th</sup> of each year. The Union shall also be supplied with the name and starting date of new employees falling under the terms of this Agreement.

- 9:03 Ten month employees who do not normally work during July and August shall accrue their seniority over these two months.
- 9:04 Seniority shall be maintained and accumulated during absence due to sickness or accident and during an authorized leave of absence.
- 9:05 Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and **their** employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- a) Employee is discharged for just cause and is not reinstated;
  - b) Employee resigns in writing;
  - c) Employee voluntarily retires;
  - d) Employee is laid off for a period of more than fourteen (14) months or such extension for time worked;
  - e) Employee fails to report for duty after notification to **their** last known address or phone number to do so following a layoff;
  - f) Employee does not return to work within ten (10) working days following a layoff and after receiving notice by registered mail to do so unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer up to two (2) weeks notice.
- 9:06 For seniority purposes only, after successful completion of permanent probation period, seniority will be backdated to take into account casual and/or temporary service based on days worked within the last one (1) year period.

## ARTICLE 10                    PROMOTIONS AND STAFF CHANGES

- 10:01 Where vacancies are created through promotions, resignations, transfers\*, retirements or dismissals and when new positions are created, notice thereof will be posted **on the Division's website**. A copy of every bulletin will be forwarded to the Secretary of the Union within seven (7) days. The closing date of bulletins will be a minimum of **five (5) working days** after posting. Such notice shall contain the following:

**ARTICLE 10 PROMOTIONS AND STAFF CHANGES (continued)**

- Nature of position
- Name of school or department where position is located
- Qualifications
- Required knowledge and education
- Skills
- Shift with hours of work
- Salary

The Division will receive written applications for such vacant positions. **Employees shall be notified by divisional e-mail of any job postings during the months of July and August, with a copy e-mailed to the Secretary of the Union.**

\* Once all positions have been filled as a result of a transfer, the last remaining position will be posted.

10:02 Within ten (10) days following the closing date on a posting, the Board shall advise the successful applicant, each unsuccessful applicant and the Union in writing of the decision.

10:03 In the event that a bulletined position is not filled within ninety (90) calendar days past the expiry date in the bulletin, that bulletin shall be cancelled and the position re-bulletined.

10:04 Method of Making Appointment

- a) In making staff changes, appointment shall be made of the senior qualified applicant in the service. The successful applicant will be placed on a trial period of up to sixty (60) actual days worked. Upon completion of the trial period such promotion shall become permanent. Within the first ten (10) working days in the position, the employee may, upon written request, be returned to **their** former position. In the event that the successful applicant is, in the opinion of the Board or its designate, found to be unsatisfactory in the position during the aforementioned trial period, **the employee** shall be informed in writing of the decision and the reasons thereof for the decision, and **they** shall be returned to **their** former classification and shift and any other employee promoted or transferred because of the rearrangement of position shall also be returned to **their** former classification and shift.

ARTICLE 10            PROMOTIONS AND STAFF CHANGES (continued)

- b) During the trial period, an employee will be able to apply for another permanent position. If the employee is successful in obtaining the other permanent position, **they** will begin a new trial period in which **they** will remain for sixty (60) working days. In the event that the employee is unsuccessful in the new position during **their** trial period, **they** will be returned to **their previous** trial position and will continue with that position's trial period from where **they** left off as per a). The position vacated by the move as described above will be filled without posting.
- c) When a **part-time** employee is promoted to a **full-time** position, their seniority to the time of appointment shall be based upon actual accumulated **part-time** service
- d) **Part-time** employees who were promoted to **full-time** positions prior to January 1, 1996, will not have their seniority affected by a).

10:05 Every employee hired shall be placed on probation for a period of **ninety (90)** working days from the date upon which employment commenced. Probationary employees shall be entitled to all rights and privileges of this agreement except they shall have no recourse through the grievance procedure. At any time during this probationary period the employee may be suspended or dismissed by the employing authority with just cause and notice being given and notwithstanding any other provision of this Agreement there shall be no appeal against such suspension or dismissal. Upon completion of the probationary period, seniority shall be retroactive to the original date of employment.

10:06 Disabled Employee's Preference

Any employee covered by this Agreement who has given good and faithful service to the Board and who through advancing years or temporary disablement is unable to perform **their** regular duties, may be given any light work available without affecting the rate of pay of the employee concerned.

10:07 When an existing part-time position is changed or increased to a full-time position, that position shall be posted as a new position.

10:08 In the event an employee is temporarily assigned by the Director of Maintenance and or designate the duties and responsibilities of a higher paid classification, the employee shall be eligible for the rate of pay of the higher classification for all hours worked in that period. If an employee is temporarily assigned to a lower paid classification, the employee shall receive their regular rate of pay for all time worked.

**ARTICLE 10 PROMOTIONS AND STAFF CHANGES (continued)**

- 10:09 When a temporary vacancy occurs and the duration is sixty (60) days or over, the position shall be posted as a term position and be subject to the requirements for filling as specified in Article 10.04. The resulting vacancy for the position of an employee who may be awarded the temporary vacancy will be posted. Additional postings shall not be required for any further vacancies.
- 10:10 Upon retirement or resignation employees shall be granted the opportunity for an exit interview upon request.

**ARTICLE 11 HOURS OF WORK**

- 11:01 The working hours for various classes of **full-time** employees on staff shall be eight (8) hours a day for five (5) consecutive days, Monday to Friday. Shifts will normally fall within the following shift parameters:

Day Shift – shall be between the hours of 7:00 am and 5:00 pm with an unpaid meal break between one (1) and two (2) hours. **The meal period will be scheduled within each five (5) consecutive hours of work.**

Afternoon Shift – shall be between the hours of noon and 10:00 pm with a one (1) hour paid meal break. **The meal period will be scheduled within each five (5) consecutive hours of work.**

Evening Shift – shall be between the hours of 3:00 pm and 12:00 am with a one (1) hour paid meal break. **The meal period will be scheduled within each five (5) consecutive hours of work.**

Midnight Shift - shall be between the hours of 11:00 pm and 8:00 am with a one (1) hour paid meal break. **The meal period will be scheduled within each five (5) consecutive hours of work.**

Management has the right to change the start and end times of the above shifts based on the operational requirements of a school or the Division.

- 11:02 Any time worked over the normal daily hours of forty (40) hours in the week and authorized by the Division, shall be considered overtime and paid for at the rate of time and one half (1.5X) for the first four hours and double (2X) after four hours in any day Monday to Saturday.

**ARTICLE 11            HOURS OF WORK (continued)**

11:03 All overtime worked on Sunday shall be paid at **double-time** the standard rate of pay for every hour worked. Any employee who is required to work on a Statutory Holiday shall be paid at the rate of **double-time** based on **their** standard rate of pay for every hour worked in addition to **their** regular pay. This benefit will be the sole benefit payable for working on Statutory Holidays and there will be no pyramiding of overtime rates or other benefits.

11:04 Every employee who is called out and required to work outside **their** regular working hours shall be paid for minimum of two (2) hours at overtime rates and shall be paid from the time **they** leave **their** home to report for duty until the time **they** arrive back home upon proceeding directly from work.

11:05 Banked Overtime

Employees may elect to take time off at overtime rates in lieu of pay for overtime; up to sixty-four (64) hours in any one year may be accumulated for this purpose. Time off for overtime shall be taken during Spring, Midsummer, or Christmas vacation period, by mutual agreement between the employee and management. Any time off in lieu of overtime not used by September 1<sup>st</sup> will be paid out in cash. At the employer's discretion, an employee may be allowed to take further time off beyond the 64 hours.

11:06 All shifts greater than three (3) hours shall be entitled to one (1) rest period of fifteen minutes duration. All shifts greater than six (6) hours shall be entitled to two (2) rest periods of fifteen (15) minutes duration in addition to meal breaks outlined in Article 11:01.

11:07 If an employee is required to work over **their** regular eight (8) hours for a period exceeding two (2) hours, the employee involved shall be given time from **their** duties to eat and if an adequate lunch is not provided, **they** shall receive twenty dollars (\$20.00) lunch money.

11:08 The employer shall establish and post the hours of work for jobs that are vacant or new positions that are created. Any changes to an employee's schedule who is currently scheduled in a Monday through Friday position shall be negotiated with the Union.

11:09 Head Custodians shall be permitted, with appropriate authorization from the Maintenance Department, to alter the start and end times of their evening shift, provided that there is appropriate coverage for permits and no overtime is incurred.

**ARTICLE 11            HOURS OF WORK (continued)**

**SUMMER HOURS (Effective July 1, 2026)**

**11:10 a) The commencement of summer hours shall be determined by the Division. Employees who do not wish to participate in the ten (10) hour summer days shall notify the Division no later than April 30 of each year. The employee shall not opt in or opt out once their decision has been made, unless there are exceptional circumstances.**

**b) As authorized by the Division and based on seniority, summer hours shall consist of four (4) ten hour days Monday through Thursday or Tuesday through Friday, inclusive.**

**c) All hours worked up to ten (10) hours in a day and forty (40) hours in a week shall be paid at straight time.**

**d) The July and August statutory holidays shall be paid at eight (8) hour days.**

**Employees will be entitled to utilize other banked hours to cover the remainder of the ten (10) hour shift.**

**Alternatively, upon request and with two (2) weeks' notice, the employee will revert to an eight (8) hour day, five (5) day work week during the week(s) that have a General Holiday.**

**e) In case of illness during designated summer periods, the employee will be paid sick leave and the Division will deduct sick time equivalent to the assigned hours of work.**

**f) In the case of vacation during designated summer periods, the employee will be paid vacation, and the Division will deduct vacation time equivalent to the assigned hours of work.**

**ARTICLE 12            GENERAL HOLIDAYS**

**12:01 The Division recognizes the following general holidays without loss of pay to all employees:**

- |   |                        |                         |
|---|------------------------|-------------------------|
| <b>New Year's Day</b>   | <b>Canada Day</b>      | <b>Thanksgiving Day</b> |
| <b>Good Friday</b>  | <b>Terry Fox Day</b>   | <b>Christmas Day</b>    |
| <b>Labour Day</b>   | <b>Boxing Day</b>      | <b>Victoria Day</b>     |
| <b>Louis Riel Day</b>   | <b>Remembrance Day</b> |                         |
| <b>Orange Shirt Day (National Day for Truth and Reconciliation)</b> |                        |                         |

**Plus any other statutory holiday as proclaimed by the Province of Manitoba.**

## ARTICLE 12      GENERAL HOLIDAYS (continued)

12:02 Provided that where any of the said days, except Remembrance Day, fall on a Saturday, the preceding working day shall be observed as a holiday in lieu thereof, and where any of the said days, except Remembrance Day, fall on a Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof.

**12:03 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.**

12:04 In the event that a Statutory Holiday occurs during an employee's annual vacation, **the employee shall be paid for the holiday, with no deduction from accumulated vacation credits.**

## ARTICLE 13      VACATIONS

For the purpose of this Agreement a vacation year is the period beginning July 1<sup>st</sup> in any one year and ending June 30<sup>th</sup> of the following year:

13:01 When computing Vacation Leave:

- a) Any fraction of a day equal to or greater than one-half (1/2) shall be computed as one (1) day, and
- b) Any fraction of a day less than one-half (1/2) shall be computed as nothing.
- c) Where the hours of an employee vary from day to day, the employee's pay for vacation days shall be equivalent to the employee's average daily hours, exclusive of overtime, over the period of the previous one (1) year.

**13:02 Where a general holiday falls within the vacation period of an employee, the employee shall be paid for the holiday, with no deduction from the accumulated vacation credits.**

13:03 All employees employed before June 30<sup>th</sup> and not having completed one year of service, shall earn 0.83 of a day of vacation per month up to a maximum of ten (10) vacation days until June 30<sup>th</sup>, such vacation to be taken in the vacation period that year.

13:04 Every employee with one (1) full year or more of service with the Division as at June 30<sup>th</sup>, shall thereafter receive two (2) weeks vacation with pay.

**ARTICLE 13**      **VACATIONS (continued)**

13:05 Every employee with three (3) full years or more of service with the Division as at June 30<sup>th</sup> shall thereafter receive three (3) weeks vacation with pay.

13:06 Every employee with ten (10) full years or more of service with the Division as at June 30<sup>th</sup> shall thereafter receive four (4) weeks vacation with pay.

13:07 Every employee with fifteen (15) full years or more of service with the Division as at June 30<sup>th</sup> shall thereafter receive five (5) weeks vacation with pay.

13:08 Every employee with twenty-four (24) full years or more of service with the Division as at June 30<sup>th</sup> shall thereafter receive six (6) weeks vacation with pay.

13:09 Effective date of signing:

Every employee with thirty (30) full years of service with the Division as at June 30<sup>th</sup> shall receive six (6) weeks plus one (1) day vacation; thirty-one (31) full years of service six (6) weeks plus two (2) days vacation; thirty-two (32) full years of service six (6) weeks plus three (3) days vacation; thirty-three (33) full years of service six (6) weeks plus four (4) days vacation; thirty-four (34) full years of service or more six (6) weeks plus (5) days vacation.

13:10 On termination, retirement or death, earned vacation entitlement shall be paid to the employee or **their** estate.

13:11 When an employee is granted leave without pay, except when absent and paid compensation under Workers' Compensation Act, vacation entitlement shall be adjusted proportionately in that year.

13:12 Vacations will normally be taken during the summer break and school breaks. Vacations requested during these periods, subject to operational requirements, will not be unreasonably denied.

13:13 Twelve (12) month employees with twenty-two (22) full years or more of service shall be entitled to a two (2) week block of vacation at any time during the year subject to operational requirements and the consent of the employer.

13:14 Where an employee is hospitalized and qualifies for sick leave during an employee's period of vacation, there shall be no deduction from vacation credits for that absence. The vacation so displaced by the period involving hospitalization shall be, at the option of the employer, added to the vacation period or reinstated for use at a later date. The employee shall provide proof of such hospitalization.

13:15 **Employees who are not required to work during the Winter or Spring Break period shall take their vacation during these periods.**

## ARTICLE 14      SICK LEAVE

- 14:01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act or an Income Replacement Benefit from Manitoba Public Insurance Corporation.
- 14:02 Each employee who is continuously employed by the School Division shall accumulate entitlement for sick leave at the rate of one (1) day for each ten (10) days actually worked (but shall not include periods of sick leave or leave of absence), but the total sick leave entitlement which shall be allowed to accumulate shall not exceed one hundred and thirty (130) days.
- 14:03 Sick leave accumulation is based upon employment status and is subject to the following limitations:
- a) Employees do not accrue sick leave while expending sick leave during an absence due to illness.
  - b) Employees do not accrue sick leave while receiving an income replacement benefit such as long-term disability or **Manitoba Public Insurance (MPI)**.
  - c) Where sick leave is exhausted during a medical absence, an employee will not begin to accumulate sick leave until **they** return to work.
  - d) Employees do not accrue sick leave while absent on Worker's Compensation whether they are drawing upon their sick leave to top up salary or their sick leave is exhausted in topping up salary and the employee remains on Workers Compensation.
- 14:04 Where an employee is absent because of illness, **the employee** shall endeavour to notify **their** immediate supervisor of **their** absence due to illness at least one (1) hour of beginning work, or as soon thereafter as the means of communications permit.
- 14:05 A deduction shall be made from accumulated sick leave of all regular working days (exclusive of holidays) absent for sick leave. An employee does not receive sick pay on a general holiday.
- 14:06 Upon request by the Division, the Employee shall submit a physician's certificate testifying to the reason for absence due to sickness.
- 14:07 The employees shall each contribute three (3) days sick leave for the purpose of establishing the sick leave bank. Each employee shall contribute one (1) day sick leave per annum thereafter to the bank, total maximum of ~50 days is accumulated.

## ARTICLE 14      SICK LEAVE (continued)

Union is to receive records of sick days for members individually and total days credited to the bank at the end of each calendar year.

14:08 The Division shall provide an employee who submits a written request, with an accounting of their sick leave accumulation.

14:09 An employee on retiring, on normal retirement age or in accordance with the Board's Pension Plan, shall receive a maximum of six hundred and sixty (\$660.00) provided he has one hundred thirty (130) sick leave credits remaining. In the event that an employee has less than one hundred and thirty (130) days sick leave credits the following formula shall apply:

$$\frac{\text{Amount of Sick Leave Credits}}{130} \times \$660.00$$

## ARTICLE 15      LEAVE OF ABSENCE

15:01 Jury Duty Service or Witness Duty

An employee who is called upon to serve on a jury or subpoenaed as a witness in a court of law, shall be paid **their** salary. The employee shall make **themselves** available for duty at **their** school during regular hours when she may not be required at court and will present proof of Jury Service or Witness Duty. Any fee or payment received (excluding expenses) by reason of service as a juror or witness shall be deducted from the amount paid to the employee.

15:02 The Division acknowledges the legislated requirements of the Employment Standards Code relating to Maternity Parental Adoptive Leave/Compassionate Care Leaves.

15:03 Upon written request by the employee, the Board of Trustees may grant additional time beyond the period provided by the Employment Standards Code.

15:04 Joint committee Meetings with Board

Any representatives of the Union on a Joint Committee of Negotiations, Grievances or Liaison, who is an employee of the Board, shall have the privilege of attending Joint Committee Meetings with the Board held within working hours without loss of remuneration.

- a) The Union Negotiation Committee shall consist of up to six (6) members of the Union.
- b) The Union Grievance and Liaison Committees shall consist of up to five (5) members of the Union.

ARTICLE 15 LEAVE OF ABSENCE (continued)

- c) Representation at any single grievance meeting in Steps 1 through 3 of the grievance procedure shall consist of up to two (2) Local Union Representatives plus the grievor and such other representation as stated in Article 2 (Recognition).

15:05 Bereavement Leave

- a) An employee shall be granted up to five (5) days bereavement leave without loss of pay in the case of the death of a parent, spouse/partner, child, brother, sister, mother-in-law, father-in-law, grandchild or grandparent. Where burial occurs outside the area, the employer may, at its discretion, grant reasonable traveling time.
- b) An employee shall be granted up to one (1) day bereavement leave without loss of pay in the case of death of a brother-in-law or sister-in-law. Brother-in-law and sister-in-law shall be defined as the brother or sister of the employee's spouse or the spouse of an employee's sibling.
- c) An employee shall be granted one (1) day leave without loss of pay in order to attend a funeral as a pallbearer. Where circumstances warrant, such leave may be extended at the discretion of the employer.

15:06 An employee shall be entitled to use up to four (4) days of accumulated sick leave per year for emergent medical issues or appointments with a specialist that require the employee's attention and that pertain to **their** spouse, children, and/or parents. Such leave is non-cumulative from one school year to the next school year. Documentation to support this leave may be required.

15:07 An employee who has been elected to office in the Union will be allowed a maximum of four (4) hours per month with pay to attend regular monthly meetings that occur during the regular shift. Not more than four (4) employees will be allowed off for this purpose at any one time.

15:08 Union Business

Leave of Absence without loss of seniority but without pay, may, subject to the operational requirements of the Division, be granted to not more than eight (8) employees upon request to the Board for employees elected or appointed to represent the Union at Union conventions, schools, or conferences. Such time shall not exceed eighty (80) days in any one year to all members belonging to the Union. A maximum of five (5) Head Custodians may, subject to the operational requirements of the Division, be allowed to be away on union business at the same time.

## **ARTICLE 15 LEAVE OF ABSENCE (continued)**

- 15:09 Any employee on leave of absence for Union business as provided in 15:08 not related directly to the employer shall receive the pay and benefits provided for in this Agreement. However, the Union shall reimburse the employer for all pay and benefits during the period of absences.
- 15:10 Where compensation for loss of wages is paid by the Workers' Compensation Board on account of injury to an employee, the Board shall supplement such payments as follows: An amount sufficient to bring the compensation up to 100% of **the employee's** regular wages at the time of injury by using **their** sick leave credits. The Board's supplement is at the employee's discretion. If sick leave is supplemented, it is withdrawn from the employee's sick leave bank and will not be replaced. Once the employee returns to work under Article 14:03, accumulation of sick leave will resume.
- 15:11 An employee in receipt of Workers' Compensation payments shall accumulate seniority and shall be entitled to all benefits under the Collective Agreement. While on Worker's Compensation allowance, the employer shall continue to pay the employer's share of all premiums for employee benefit plans, including the pension plan, based on one-hundred percent (100%) of earnings. Should an employee have exhausted all **their** sick leave credits and therefore not be in receipt of the supplement from the Board, vacation credits will not be earned. Once the employee returns to work, accumulation of vacation leave will resume.

## **ARTICLE 16 LAYOFF AND RECALLS**

- 16:01 A layoff shall be defined as a reduction in the workforce.
- 16:02 Employees shall be laid off in reverse order of seniority provided that the employees retained are qualified and have the ability to perform the duties of the positions. During the summer, any work shall be offered first to ten (10) and eleven (11) month employees before casuals are utilized. Any ten (10) or eleven (11) month employee who wishes to be on the call list for summer work must notify the Maintenance Department on or before June 30<sup>th</sup>.
- 16:03 The employee(s) to be laid off will be given written notification of lay-off at least one (1) month prior to the date of lay-off. When notice is not given, or when the notice is less than that provided for, the employee shall receive pay in lieu thereof.
- 16:04 Employees who are laid off shall be placed on a re-employment list for a period of fourteen (14) months. Employees on the re-employment list shall be recalled in the order of their seniority, provided they have the necessary qualifications, skill and abilities to perform the work as determined by the Board.

**ARTICLE 16            LAYOFF AND RECALLS (continued)**

An employee shall have the right to decline recall on two (2) occasions only, with no effect on their status on the re-employment list.

16:05 Notification of recall following a lay-off shall be sent by certified letter to the last reported address of the employee. The onus is on the employee to inform the Board of **their** current address and telephone number.

16:06 The date of recall shall not be less than two (2) weeks or more than three (3) weeks from the date of notification.

16:07 Any employee who is laid off and chooses to not exercise **their** right to displace a less senior employee shall be placed on the re-employment list.

**ARTICLE 17            BENEFIT PLANS**

17:01 Group Insurance

The Division will administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Policy of the said plan.

17:02 Pension Plan

The Division will administer the Manitoba School Boards Association Non-Teaching Pension Plan according to the terms and conditions of the Plan Document, as may be amended from time to time.

17:03 Sun Life Extended Health

All premiums for the Sun Life Extended Health Plan shall be paid by the employees.

**ARTICLE 18            TRAVEL ALLOWANCE**

18:01 Employees required to use their own vehicle in performance of their duties shall be compensated per mile/kilometer of actual use at the rate stipulated in Divisional policy. The Division shall notify the Union in writing of any changes to the policy.

**ARTICLE 19            RECLASSIFICATION/NEW POSITION**

19:01 Where a bargaining unit position not covered in Schedule "A" is established or where the employer proposes to change an existing classification during the term of this Agreement, the Board will advise the Union in advance of the nature of the

## ARTICLE 19            RECLASSIFICATION/NEW POSITION (continued)

position and of the proposed wage rate. In the event that the Union should disagree with the said rate, the Union shall notify the Board within ten (10) working days of its objection and the rate of pay shall be subject to negotiation between the Board and the Union. In the event the Union and Division are unable to agree on the rate of pay, such difference shall be determined by Arbitration as set out in Article 8 of the Collective Agreement.

- 19:02 The Division agrees to prepare a new job description whenever a new job is created or whenever the duties of a job change. All job descriptions shall be presented to the Union for discussion. The Union shall notify the Board within twenty (20) days of any suggested changes.
- 19:03 Where a job classification is determined by the Division to require additional training, experience, license, certification or registration, the incumbent in such position will be provided with a reasonable time period as determined by the Division, to meet such increased requirements.

## ARTICLE 20            PERSONNEL FILES

- 20:01 An employee may, at a mutually agreed time, review their personnel file after submitting a written request to the Maintenance Department.
- 20:02 The Division will have a representative present when the employee is reviewing their personnel file. The employee has the right to be accompanied by a Union representative.
- 20:03 **The Employee may request and receive a copy of any or all documents contained in the file. An employee shall be informed, and receive a copy of any documents that are being placed in their employee file, which are of a disciplinary or work performance matter.**

## ARTICLE 21            PAY DAYS

- 21:01 The Division shall pay wages on a bi-weekly basis in accordance with Schedule "A".

## ARTICLE 22            NO CONTRACTING OUT

- 22:01 The Board agrees that no services presently being performed by the employees of this School Division shall be contracted out, except in cases of emergency or extraordinary circumstances.

## **ARTICLE 23 SAFETY**

- 23:01 All employees working in any dirty or dangerous capacity shall be supplied with all necessary tools, safety equipment and protective clothing when needed.
- 23:02 The employer shall comply with all applicable provincial health and safety legislation and regulations.

## **ARTICLE 24 ACCOMMODATIONS**

- 24:01 Where possible, the Board will provide proper accommodations for the employees to keep their **personal belongings**.

## **ARTICLE 25 STRIKES AND LOCKOUTS**

- 25:01 There shall be no strikes, walkouts or slowdowns on the part of any employee during the term of this Agreement provided that the terms of this Agreement are adhered to.
- 25:02 There shall be no lockouts or shutdowns on the part of the Board during the term of this Agreement provided that the terms of this Agreement are adhered to.

## **ARTICLE 26 EMPLOYMENT INSURANCE REBATE**

- 26:01 The employee's portion of the Employment Insurance rebate as determined by the Employment Insurance Act shall be forwarded to the Union.

## **ARTICLE 27 – FEES AND LICENSES**

- 27:01 Where an employee is required to obtain any job related licenses or certification for the Division, the Division will bear the cost of those licenses and certifications.
- 27:02 Medical related fees for periodic examinations, which are required as a condition of employment, shall be paid by the School Division. Time off for such examinations shall be taken during working hours with no loss of wages or deduction from sick bank.

**ARTICLE 28 TERM OF AGREEMENT**

- 28:01 The Agreement shall be binding upon both parties hereto from the 1st day of **January, 2023**, to the 31st day of December, **2026**, and shall continue from each year thereafter unless either party gives notice to the other party, said notice to be in writing, not more than ninety (90) days and not less than thirty (30) days preceding expiry of this Agreement, that the said party desires its termination, or amendment.
- 28:02 Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in full force and effect until a new agreement is signed, or the right to strike occurs, whichever occurs first.
- 28:03 During the term of this Agreement there shall be neither strikes or slow downs nor any other interference with the educational process on the part of the Union. The Division may discipline or discharge an employee who violates this provision.
- 28:04 During the course of this Agreement the Union will not authorize or advocate strike action or slow down of work.

IN WITNESS WHEREOF the parties have hereunder set their hand and sealed this 1st day of July, 2025.

THE RIVER EAST SCHOOL TRANSCONA DIVISION

Celien Carroll  
CHAIRMAN

Euse Hervey  
SECRETARY-TREASURER

THE RIVER EAST TRANSCONA SCHOOL DIVISION UNIT OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4635

[Signature]  
PRESIDENT

[Signature]  
SECRETARY-TREASURE

[Signature]  
NEGOTIATIONS COMMITTEE

NEGOTIATIONS COMMITTEE

NEGOTIATIONS COMMITTEE

NEGOTIATIONS COMMITTEE

[Signature]  
CUPE Representative

NEGOTIATIONS COMMITTEE

**SCHEDULE A – WAGES**

No part of this agreement and/or a new or revised Agreement shall have a retroactive effect unless specifically so provided.

**General Wage Increases**

Effective January 1, 2023 – 2.5%  
 Effective January 1, 2024 – 2.75%  
 Effective January 1, 2025 – 3.0%  
 Effective January 1, 2026 – 3.0%

Special Adjustments to hourly rates of pay shall be effective January 1, 2025, to be applied after General Wage Increases.

- \$0.75 applied to all existing Head Custodian Level 1
- \$0.75 applied to all existing Head Custodian Level 2
- \$0.75 applied to all existing Head Custodian Level 3
- \$0.75 applied to all existing Head Custodian Level 4
- \$0.75 applied to all existing Day/Night Custodians
- \$0.75 applied to all existing Custodial Aides
- \$0.75 applied to all existing Carpenters
- \$0.75 applied to all existing Kitchen Assistants
- \$0.75 applied to all existing Cashiers

Note: The Division agrees that retroactive general wage increases for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply for current and former employees.

Classification	Sq. Ft.	Jan 1, 2023	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
		2.5%	2.75%	3.0%	3.0%
		Rate	Rate	Rate	Rate
Head Custodian 1	0 - 49,999	\$27.34	\$28.09	\$29.68	\$30.57
Head Custodian 2	50,000 - 99,999	\$27.90	\$28.67	\$30.28	\$31.19
Head Custodian 3	100,000 - 149,999	\$28.93	\$29.72	\$31.36	\$32.30
Head Custodian 4	150,000 +	\$30.53	\$31.37	\$33.07	\$34.06
Day/Night Custodian		\$26.45	\$27.17	\$28.74	\$29.60
Custodial Aides		\$20.65	\$21.22	\$22.61	\$23.29

Certified Tradesman					
HVAC/Controls Technician		\$36.63	\$37.64	\$38.77	\$39.93
Electrician		\$36.63	\$37.64	\$38.77	\$39.93
Steam Fitter/PipeFitter		\$36.63	\$37.64	\$38.77	\$39.93
Plumber		\$36.63	\$37.64	\$38.77	\$39.93
Carpenter		\$33.57	\$34.49	\$36.28	\$37.37
Painter		\$32.53	\$33.43	\$34.43	\$35.46
Uncertified Tradesman		\$30.55	\$31.38	\$32.33	\$33.30

Utilityman		\$26.41	\$27.14	\$27.95	\$28.79
Truck Driver		\$26.41	\$27.14	\$27.95	\$28.79
Courier		\$23.86	\$24.52	\$25.25	\$26.01
Truck Driver Helper		\$22.57	\$23.19	\$23.89	\$24.60

Production Cook		\$28.16	\$28.93	\$29.80	\$30.69
Kitchen Assistant		\$21.64	\$22.23	\$23.65	\$24.36
Cashier		\$21.64	\$22.23	\$23.65	\$24.36

**APPENDIX A**      **LETTER OF UNDERSTANDING**  
**Major Religious Holy Days**

The Parties agree to the following:

1. An employee under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the employee's religion **and where observance requires an absence from work for all or part of the day. These days are for days not covered by a statutory holiday.**

Employees shall not absent themselves from duty for reasons of major religious holy days without first notifying the Superintendent or **their** designate.

**When employees are absent for observance of Religious Holy Leave days in excess of three (3) days per School Year, the days shall be without pay.**

The following notification period shall apply:

- i) employees on staff requiring major religious holy leaves during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however not later than September 30<sup>th</sup>.
  - ii) in instances where major religious holy leave is required prior to September 30<sup>th</sup> in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
  - iii) where the appropriate notice has not been given, major religious holy days' leave will be provided, and the employee's regular salary will be deducted.
2. The Parties agree that this article constitutes reasonable accommodation for major religious holy leave.

**APPENDIX A      LETTER OF UNDERSTANDING**  
**Major Religious Holy Days**

Page 2

DATED at Winnipeg, Manitoba this 31 day of July, 2025.

THE RIVER EAST SCHOOL TRANSCONA  
DIVISION

THE RIVER EAST TRANSCONA  
SCHOOL DIVISION UNIT OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4635

Colleen Coussell  
CHAIRMAN

[Signature]  
PRESIDENT

[Signature]  
SECRETARY-TREASURER

[Signature]  
SECRETARY/TREASURER

[Signature]  
NEGOTIATIONS COMMITTEE

\_\_\_\_\_  
NEGOTIATIONS COMMITTEE

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NEGOTIATIONS COMMITTEE

\_\_\_\_\_  
NEGOTIATIONS COMMITTEE

[Signature]  
CUPE Representative

\_\_\_\_\_  
NEGOTIATIONS COMMITTEE

**APPENDIX B**      **LETTER OF UNDERSTANDING**  
**Income Replacement Benefit (MPIC)**


1. The parties agree with the principle that there will be no “double dipping”.
2. The parties will meet to determine the process to be used in the event an employee is in receipt of an Income Replacement Benefit from the Manitoba Public Insurance.

DATED at Winnipeg, Manitoba this 31 day of July, 2025.

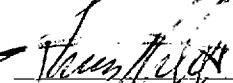
THE RIVER EAST TRANSCONA  
SCHOOL DIVISION

  
BOARD CHAIR

  
SECRETARY-TREASURER/CFO

  
CUPE Representative

THE RIVER EAST TRANSCONA  
SCHOOL DIVISION UNIT OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4635

  
PRESIDENT

  
SECRETARY-TREASURER

  
NEGOTIATIONS COMMITTEE

NEGOTIATIONS COMMITTEE

NEGOTIATIONS COMMITTEE

NEGOTIATIONS COMMITTEE

NEGOTIATIONS COMMITTEE

APPENDIX C      LETTER OF UNDERSTANDING  
Building Attendants

1. Building attendants and students shall continue to be utilized by the Division in the same manner in which they were utilized previous to signing this Collective Agreement.

DATED at Winnipeg, Manitoba this 31 day of July, 2025.

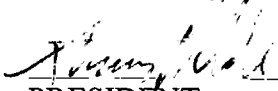
THE RIVER EAST TRANSCONA  
SCHOOL DIVISION


  
\_\_\_\_\_  
BOARD CHAIR

  
\_\_\_\_\_  
SECRETARY-TREASURER/CFO

  
\_\_\_\_\_  
CUPE Representative

THE RIVER EAST TRANSCONA  
SCHOOL DIVISION UNIT OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 4635

  
\_\_\_\_\_  
PRESIDENT

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

  
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NEGOTIATIONS COMMITTEE

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NEGOTIATIONS COMMITTEE

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NEGOTIATIONS COMMITTEE

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NEGOTIATIONS COMMITTEE

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NEGOTIATIONS COMMITTEE

**APPENDIX D**      **LETTER OF UNDERSTANDING**  
**Benefit Plans**


1. The Division will administer an Employee Assistance Program in accordance with the Terms and Conditions as agreed to in letter of clarification dated December 9, 2009.

DATED at Winnipeg, Manitoba this 31 day of July, 2025.

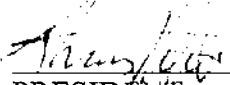
THE RIVER EAST TRANSCONA  
SCHOOL DIVISION

  
BOARD CHAIR

  
SECRETARY-TREASURER/CFO

  
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THE RIVER EAST TRANSCONA  
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NEGOTIATIONS COMMITTEE

NEGOTIATIONS COMMITTEE

NEGOTIATIONS COMMITTEE



