Collective Agreement

- between -

CUPE / Canadian Union of Public Employees

Local 1596

- and -

KELSEY SCHOOL DIVISION

Term of Agreement:

July 01, 2023 to June 30, 2028

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ARTICLE 1 – PREAMBLE

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

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

1.03 There shall be no strikes or lockouts on the part of any employee or the Employer during the term of this agreement.

1.04 It is agreed by the Union and the Division that in the event of a legal strike or lockout, the initiating party shall provide the other party with at least seven (7) calendar days notice prior to such action.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Subject to the provisions of this Agreement the operation of the schools and direction of the Staff covered by Certificate No. MLB 6881, MLB 6882, and MLB 6872, including the right to hire, suspend or discharge for just cause, to assign to jobs, to classify, to promote, to transfer for cause employees among the schools, to increase, decrease or reorganize the staff, both permanent and temporary, to determine the service necessary for the most efficient operation of the schools is clearly a function of Management and is vested exclusively in the Board. The Board agrees that it will not exercise any of the foregoing rights of this Article in a discriminatory manner.

2.02 The question as to whether the application of the Management rights has violated this Agreement may be decided through the grievance procedure.

ARTICLE 3 – UNION SECURITY AND RECOGNITION

3.01 This agreement is made to cover all employees as outlined by the Manitoba Labour Board Certificate No. MLB 6881, MLB 6882 and MLB 6872 as covered by Schedule "A" of this Agreement except student employees, and those positions that the parties may, from time to time, agree on as being excluded from this collective agreement.

3.02 The Board shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union. Casual employees shall be deducted union dues after thirty (30) consecutive days.

3.03 The Board shall remit said dues deductions, within fifteen (15) days, to the local union Treasurer. The dues deductions shall be accompanied by a list of employees, showing the amount of the dues deducted, the regular rate of pay, classification, address and phone number for each employee for whom deductions were made.

3.04 The Board agrees not to layoff existing employees as the result of contracting out Board services.

3.05 The Union agrees to and does hereby indemnify and save the Board harmless for all claims, demands, action and the proceedings of any kind from all costs which may arise or be taken against the Board by reason of the division making the deduction of union dues as provided for in Article 3.02.

3.06 Full-Time Employee
A full-time employee is one who regularly works the hours specified in Article 11.

Part-Time Employee
A part-time employee is one who is regularly scheduled to work less than the full-time hours specified is Article 11.

Casual Employee
A casual employee means a person who is employed on an irregular or unscheduled basis or a person hired to fill a position which does not extend beyond thirty (30) successive working days. Casual employees are excluded from the terms of this agreement.

Term Employee
A term employee means an employee hired for a specific period of time of for the completion of a specific job; the duration of which will be greater than thirty (30) successive working days; or an employee hired until the occurrence of a specified event.

Should a term employee become a regular employee, in the same classification, seniority shall be retroactive to the first day of continuous term employment. A term employee shall be paid at the minimum rate of pay of the position they assume. Classifications shall be determined as per Schedule "A".

Students
Students hired between June 30th and September 1st are excluded from the terms of this agreement.

With the exceptions of term employees who become regular employees by virtue of the clause above, prior service as a term or casual employee shall not count as seniority or as part of the probationary period leading up to regular employment.

ARTICLE 4 – NO DISCRIMINATION

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

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

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

ARTICLE 5 – COMMITTEES

5.01 The Union shall notify the Board, in writing, as to the names of the Executive members on the Bargaining and Grievance Committee.

5.02 The Bargaining and Grievance Committee of the Union and the Board shall not exceed **five (5) members for each party, for the purposes of bargaining and three (3) members for each party, for the purposes of grievance handling.**

5.03 The Board and the Union shall have the right to representation and assistance in all matters relating to the operation and administration of this Agreement.

5.04 Labour Management Committee

Labour Management meetings shall be held to discuss matters relating to the administration and interpretation of this agreement, safety and other matters which may improve the efficiency and operation of the School Division. Such meetings shall be held upon the request of either party provided that the request is accompanied by an agenda of the items to be discussed.

The Parties agree to cooperate in the promotion of a safety program which will maintain healthy working conditions and safety practices within the Board's premises.

It is understood and agreed to by the parties that the Labour Management Committee is not intended to, nor is it to be used as an extension of Article 6, Grievance Procedure.

ARTICLE 6 – GRIEVANCE PROCEDURES

6.01 Should the dispute arise between the Board and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, an earnest effort shall be made to resolve the issue in the following manner:

6.02 Step 1 - The aggrieved employee(s) shall submit the alleged grievance in writing to the respective supervisor within fifteen (15) working days of the event giving rise to the grievance or within fifteen (15) working days of becoming aware of the grievance.

Step 2 - Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Grievance Committee of the Union and the employee concerned shall meet to settle the dispute with the Secretary-Treasurer and Superintendent.

Step 3 - Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Grievance Committee, will submit to the Board, a written statement of the particulars of the complaint and the redress sought. The Board shall render its decision within three (3) working days following the regular board meeting.

Step 4 - Failing satisfactory settlement being reached in Step 3, the Union may, on giving ten (10) days notice in writing to the Board of its intentions, refer the dispute to arbitration under the following procedure.

6.03 Where a dispute involving **the discharge or suspension of an employee or a policy grievance** occurs, Step 1 of this Article **may be bypassed.**

6.04 The Board and the Union shall, within seven (7) days after the expiration of the ten (10) days notice, appoint an arbitrator. These two arbitrators, within a further period of seven (7) days after their appointment, shall meet and select a Chairperson mutually satisfactory to both. Should the two arbitrators fail to agree upon a Chairperson within the required seven days, either party may request the Manitoba Labour Board to make the appointment of a Chairperson. Except as herein provided, the Labour Relations Act shall apply.

6.05 Time limits as specified in Articles 6.02 and 6.04 may be extended by agreement between the Board and the Union.

6.06 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply "mutatis mutandis" to the single arbitrator.

ARTICLE 7 – DISCHARGE AND DISCIPLINARY PROCEDURE

7.01 When an employee is being disciplined, they may choose to be accompanied by a member of the Union.

7.02 Copies of all written reprimands, suspensions or discharges shall be forwarded to the executive president of the Union.

7.03 The Board shall not impose disciplinary penalties unjustly or unreasonably.

7.04 In the event of a claim that an employee has been disciplined, suspended or discharged unjustly or unreasonably, the grievance procedure as outlined in Article 6 of this agreement shall be followed.

7.05 Employees with reprimands dating back fifteen (15) months or more shall have them stricken from their records and shall not be used as future references.

ARTICLE 8 – SENIORITY

8.01 (a) For the purposes of this Agreement there shall be two (2) types of seniority: Bargaining Unit and Seniority by Classification as defined in Article 8.0l (b) and (c);

(b) Seniority within a classification shall be the same date as recognized in 8.01 (c) for bargaining unit seniority. For the purpose of this agreement there shall be five (5) classifications, namely those of Bus Driver, Clerical, Custodial, Maintenance and Education Assistants.

(c) Bargaining Unit seniority is defined as the length of continuous service in the bargaining unit since the date of last hire and confirmed in accordance with Article 8.02. Bargaining Unit seniority shall be applied in accordance with Article 9.02 and all other related Articles of this Agreement.

(d) Seniority by Classification shall be one of the factors used in determining preference or priority for promotions, demotions, layoffs and recalls within a classification in accordance with the terms of Article 9.02 and other related Articles of this Agreement.

(e) Seniority lists for each classification and the bargaining unit will be revised annually, on or about April 1st of each year. A copy of each list

will be posted on the bulletin board; and a copy of each will be given to the Union. If an employee does not challenge the position of **their** name on either seniority list within the first ten (10) working days from the date **their** name first appeared on the seniority list, provided they are at work when the list is posted, then they shall be deemed to have proper seniority standing. In the event of absence from work, any challenge to **their** seniority standing must be made within five (5) working days from the time they return to work. However, any challenge to the current list shall be confined to errors occurring subsequent to the previous listing. The posting shall include a copy of this article. Seniority of the employee will be established after completion of their probationary period but will be effective from the date of last hire.

8.02 Seniority shall be maintained and accumulated during:

1) absence due to sickness or accident

2) authorized leave of absence

8.03 An employee shall lose **their** seniority standing for the following reasons:

1) the employee voluntarily quits;

2) the employee is discharged for cause;

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

4) the employee does not return to work from lay-off within seven (7) calendar days from the date of recall if the employee is unemployed at the time of recall or fourteen (14) calendar days from the date of recall if the employee is employed elsewhere at the time of recall. It shall be the duty of the employees to notify the Employer promptly of any change in their address. If any employee shall fail to do this, the Employer will not be responsible for failure of such notice to reach the employee;

5) the employee is laid off for a period in excess of twelve (12) months from the date of lay-off inclusive of any break periods i.e. Summer, Christmas, Spring.

8.04 Employees shall be on probation for a period of three (3) consecutive months from the date of hiring. The months of July and August shall not be counted as time worked toward the completion of an employee's probation period. This period may be extended if the Employer so requests and, the union agrees. Their employment may be terminated at any time during this period without cause or

reason. Probationary employees shall have recourse through the grievance procedure except for discharge.

8.05 The Board shall give the employee written notice of the date on which they are to be laid off at least six (6) weeks before the date on which they are to be laid off or in the absence of such notice shall grant pay in lieu of.

8.06 The Board agrees that new employees will not be hired until those employees who have been laid off, have been given the opportunity for re-employment. Such procedure is subject to the laid-off employee having the required qualifications and ability.

8.07 For employees on a ten (10) month basis because of the nature of their position due to the closing of the schools during July and August, the ten (10) month period shall be construed as one (1) years' service for the purpose of seniority within their classification.

ARTICLE 9 – PROBATIONARY PERIOD

9.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position **on the Division's website** for a minimum of five (5) working days.

An employee may request a hard copy of any posting through the school or school board office.

Job Postings shall include the following information:

Nature and location of position;
Required knowledge and education;
Skills;
Shift;
Wage or salary rate.

Present employees shall have five (5) working days from the initial posted date to bid for the **posted position.**

ARTICLE 10 – PROMOTIONS AND STAFF CHANGES

10.01 In the process of filling vacant positions, qualifications and ability to meet the requirements of the position shall be the main criteria. When ability and qualifications are equal, seniority shall prevail.

Applicants for vacancies shall be considered in the following order:

(a) employees of the classification in which the vacancy occurred;
(b) other Bargaining Unit Employees;
(c) **other applicants.**

10.02 The Board shall notify the Union of all appointments, transfers, layoffs and recalls.

10.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

(a) the principle of promotion within the service of the Employer.

(b) that job opportunity should increase in proportion to length of service. Therefore, in making staff changes - transfers, promotions, layoffs and subsequent recalls, the Board shall choose the employees whose qualifications and ability, in the opinion of the Board, best meet the requirements of the position. If the qualifications and ability are equal, then the employee with the greatest seniority shall be chosen as per Article **10**.02.

Any employee upgraded to a higher classification shall be considered to be on a trial basis in **their** new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period, they shall be returned by the Board to a similar position without loss of seniority.

Any employee upgraded to a higher classification shall move from **their** rate of salary received from **their** former classification to the next highest rate in **their** new classification.

10.04 When a designated employee is relieving another employee in a higher paid classification as per Schedule "A", they shall receive the next highest rate of pay for that classification for all hours worked provided they are performing substantially all of the duties in the classification. No posting shall be required in such cases.

10.05 An Education Assistant whose primary assignment is to a special needs child shall only be allowed a lateral transfer of assignment if a vacancy exists and when such change is to become effective at the beginning of a school year or the termination of an assignment during the school year. The primary assignment shall be defined as the majority of hours assigned to a specific duty.

10.06 Probationary employees shall not be eligible to apply for a change of assignment until such time as they have served their complete probation period. **At the**

discretion of the Superintendent or designate, this prohibition may not apply in circumstances where a part-time employee is applying for a full-time position or where it represents an increase in hours.

At the discretion of the Superintendent or designate, this prohibition may not apply in circumstances where an employee is applying for a position in a different classification. In this case, the employee will be required to restart the probationary period effective date of transfer.

10.07 (a) Part-time employees, who have not completed their initial probationary period, shall be eligible to apply for, and be awarded, more than one (1) part-time position.

(b) When a probationary employee applies for and is awarded an additional position, it is agreed that the employee shall have their probationary period restarted under the full terms of Article 8.04.

(c) Part-time probationary employees in this Article shall be subject to the conditions of Article **10**.09.

10.08 The following conditions shall apply to part-time employees occupying more than one (1) position:

(a) occupying more than one (1) position may occur within the site(s) of the employer;

(b) at no time shall the sum of the positions occupied exceed the equivalent of a full-time employee under Article **11**;

(c) all salary and benefit plans shall be applied on the basis of all regular hours worked.

10.09 Term Positions

Notwithstanding the other provisions of Article **10** Promotions and Staff Changes the following shall apply in regard to permanent employees and posted term positions:

At the discretion of the Employer, permanent employees shall be allowed to accept term appointments within the bargaining unit. At the end of the term the employee shall revert to **their** former permanent position and rate of pay with accumulated seniority intact (actual assignment may vary).

ARTICLE 11 – HOURS OF WORK

11.01 The work week for regular full-time custodial and maintenance employees shall be five (5) consecutive days per week (Monday - Friday), eight (8) consecutive hours per day with two (2) consecutive days off.

11.02 The work week for regular full-time bus driver/utility employees shall be five (5) consecutive days per week, eight (8) hours per day with two (2) consecutive days off.

11.03 The work week for regular full-time clerical employees shall be five (5) days per week, seven (7) consecutive hours per day with two (2) consecutive days off.

11.04 Education Assistants shall work those hours assigned by the Board or Board designate. Normally, a regular full-time Education Assistant's assignment will not exceed seven (7) hours per day with two (2) consecutive days off.

11.05 The work for evening shift employees shall be five (5) days per week, eight (8) hours per day with two (2) consecutive days off. Such eight (8) hour period shall include a one-half (½) hour paid lunch break.

11.06 Hourly rated employees shall work those hours as established by the Board or Board designate.

11.07 Employees shall take shifts according to the schedule established by the Board or Board designate.

11.08 The Employer shall give at least fifteen (15) calendar days notice prior to changes to an employee's normal assigned hours of work except as mutually agreed between the employee and the Employer or in emergency situations.

11.09 An employee shall be allowed a rest period of fifteen (15) minutes in the first half and the second half of each shift worked.

11.10 If employees are required to attend in-service meetings, they shall be paid their regular hourly rate for such hours of attendance.

ARTICLE 12 – OVERTIME

12.01 Overtime work and extra hours shall not be performed or paid for unless authorized by the Secretary-Treasurer or the Director of Maintenance or Transportation Supervisor.

12.02 Time and one-half (1½) shall be paid for all time worked beyond the normal work day and normal work week.

12.03 Employees who are required to work on a statutory holiday shall be paid time and one-half (1½) for all hours worked on that day plus another day off at a time mutually agreeable to the employee and the Board. Employees may elect to receive double time and one-half (2½) for work on a statutory holiday in lieu of time and one-half (1½) for hours worked and another day off.

12.04 Employees who are required to return to work, as the result of a call-out, shall receive a minimum of four (4) hours pay at the applicable overtime rate.

12.05 Employees may choose to exchange time worked as overtime for equivalent time off equal to a maximum of two (2) regular work weeks. Such time shall be coincidental with the closing of schools – Christmas holidays, mid-term break and in-service days. If such banked time is not used by September 1st in each year, such time shall be paid out at the employee's regular rate of pay in effect at the time the hours were banked.

12.06 Employees who normally work less than eight (8) or seven (7) hours per day but who are required to work beyond their normal hours shall be paid at the rate of straight time for the hours so worked up to eight (8) or seven (7) hours in that day.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 All employees shall have the following holidays off at their regular rate of pay, provided they have met the requirements of the *Employment Standards Code.*

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	Louis Riel Day
Orange Shirt Day (National Day for Truth and Reconciliation)	

13.02 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.

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

ARTICLE 14 – VACATIONS

14.01 The vacation entitlement shall be calculated as to the number of years' service on June 30th of each year.

14.02 **A term** employee with less than one (l) year of service in the preceding vacation year shall receive vacation with pay calculated on the basis of one (l) days' vacation for every twenty-six (26) days worked, or major portion thereof.

14.03 Employees with more than one (1) year service shall be eligible for a paid vacation as follows:

(a) fifteen (15) working days upon completion of one (1) year of continuous service

(b) twenty (20) working days upon completion of eight (8) years of continuous service

(c) twenty-five (25) working days upon completion of fifteen (15) years of continuous service

(d) thirty (30) working days upon completion of twenty-two (22) years of continuous service

(e) thirty-five (35) days after twenty-nine (29) years of continuous service.

14.04 A permanent employee with less than one (1) year with the Board prior to the anniversary date for vacations shall be paid **their** vacation entitlement in accordance with The *Employment Standards Code. Sec 34 (1).*

14.05 Twelve Month Employees

Employees shall submit their preferred vacation period to the Secretary-Treasurer for **their** approval, prior to April 1st each year, and approval will be granted prior to May 1st. Normally vacations will be taken during July and August.

Vacation request for other times during the school year must be mutually agreed upon by the Employer and the employee. Such agreement shall not be unreasonably withheld by the Employer. Vacation preference shall be allocated on the basis of bargaining unit seniority.

Ten Month Employees

Ten month employees who are not required to work during Christmas and Spring Break will normally take their vacation during these periods.

Vacation requests for other times during the school year must be mutually agreed upon by the Employer and the employee. Such agreement shall not be unreasonably withheld by the Employer. Any unused vacation time shall be paid out May 31st. Vacation preference shall be allocated on the basis of bargaining unit seniority.

14.06 Where an employee is hospitalized and qualifies for sick leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced by the period involving hospitalization shall be treated as and deducted from the employee's sick leave credits. At the Employer's option, the displaced days will be added to the employee's vacation period or reinstated for use at a later date. The employee shall provide proof of such hospitalization.

In accordance with Article 14.05, this does not apply to employees who are not otherwise scheduled to work during Winter or Spring Break.

14.07 When a recognized holiday falls during an employee's annual vacation, **the employee shall be paid for the holiday, with no deduction from accumulated vacation credits.**

14.08 Employees shall be allowed to request a carry over of any unused vacation credits for special purposes.

ARTICLE 15 – SICK LEAVE

15.01 Sick leave is provided for the sole purpose of insuring a continuous income to an employee during period of illness.

Where necessary, sick leave may also be used for the purpose of attending out of town medical or dental **specialist** appointments **if referred** by **their** attending physician or dentists and shall include reasonable travel time for such appointments.

Travel days shall be calendar days immediately preceding and following the actual date(s) or the appointment. To qualify for sick leave reimbursement travel days must be normal working days of the employee.

15.02 Sick leave is not payable to an employee who is engaged in other employment for a wage or profit.

15.03 Sick leave shall accumulate **at the rate of** two (2) days per month.

15.04 The maximum sick leave credits shall not exceed one hundred and twenty-four (124) days. Part-time employees shall be eligible for pro-rated sick leave benefits based on full-time equivalents.

15.05 Sick leave shall not be accumulated when an employee is:

1) absent on sick leave for a period of more than ten (10) consecutive working days;

2) absent without leave;

3) absent on authorized leave of absence without pay.

15.06 The Board may require an employee, who claims that they have been absent because of sickness, to furnish a certificate from a duly qualified medical practitioner, certifying that said employee was unable to perform **their** duties due to illness. A request for such a medical certificate may be made during the period of sickness or, if there are repeated absences, prior to the next absence. A reasonable amount of time will be allowed for the employee to comply with the request.

Where an employee fails to furnish such a certificate upon request, they shall not be entitled to sick leave pay for such period. The non-payment of such sick leave shall not limit, vary or restrict the Division's right to take disciplinary action.

15.07 The Board in its discretion may grant sick leave for a period in excess of the provisions of this Article.

15.08 The School Division and the Union agree that suspected abuses of sick leave will be investigated, and proven instances of abuse will result in disciplinary action being taken against the employee.

In the case of suspected abuse of sick leave, the Division may require that such absence be verified by a physician's certificate and/or by a physician who may be appointed by the Division.

Where a material difference in medical opinion is evident an opinion from an independent third duly qualified medical practitioner shall be sought.

The Division shall bear the responsibility for any fees that may be charged by a physician providing an opinion that has been requested by the Division under Article 15.08.

15.09 Employees shall be allowed to utilize up to ten (10) accumulated sick leave credits per school year for the following purposes:

1) Out of town medical appointments for their spouse, child or parent when an escort is deemed necessary by their physician.

2) Where an employee has to provide for the care of a spouse, child or parent during an illness.

The ten (10) day maximum is a combined total for all usage during the school year.

15.10 When an employee is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from the Manitoba Public Insurance, the employee may elect to be paid an additional amount, which when combined with the I.R.I. benefit shall ensure the maintenance of the employee's full salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the I.R.I. and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted. Any I.R.I. monies received from the Manitoba Public Insurance Corporation shall be signed over to the Division for the period of time the employee is in receipt of sick leave benefits.

15.11 Employees who have not used sick credits in a specific school year from July 1st to June 30th, will be granted one "special day" to be taken with mutual agreement of the Employer during the following July 1st to June 30th period. Leave days are not cumulative from year to year.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 Personal Leave

An employee may be allowed leave of absence without pay for personal reasons if:

i) the request is in writing to management and

ii) the leave is for a good reason and does not interfere unduly with the operations of the Board.

In emergency situations, leave may be granted through verbal notification from the Board's representative.

16.02 Educational Leave

Educational leave shall be considered by and may be granted at the discretion of the Board of Trustees provided that:

1) the employee requests such leave by December 31st,

2) that the leave commence no sooner than two (2) months prior to, however no later than, the beginning of the following school year,

3) such leave be granted without pay.

16.03 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 without pay for this purpose. The Union will inform the Board of the name of the employee. Such leave shall not exceed a collective maximum of fifty (50) days in any one calendar year.

(b) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to one (1) year. Such leave may be renewed annually, by mutual consent of the Union and the Employer.

16.04 The Board shall grant leave of absence with pay to employee representatives for the Union transacting business with the Board during hours of work. Such leave shall not exceed a maximum of two (2) days, per representative, at each grievance hearing.

16.05 Any representative of the Union on the Committee shall attend meetings of the Committee without loss of remuneration when it is meeting with the division within working hours. Such paid time shall not exceed a maximum of three (3) days per representative at each set of negotiations.

16.06 Bereavement Leave

(a) In the case of imminent death or an actual death in the immediate family of an employee, the Board shall grant five (5) days leave of absence with pay. Immediate family shall include mother, father, brother, sister, spouse, and child. If travel is required, employees will be granted an additional two days leave of absence with pay.

(b) In the case of a death of the following family members of employees the Board shall grant up to five (5) days leave of absence with pay: mother-in-

law, father-in-law, brother/sister-in-law, daughter/son-in-law, grandchild, grandparent, grandparent-in-law.

(c) Subject to the operational requirements of the Division, employees shall be granted one (1) day leave with pay to be a pallbearer, or to attend the funeral of an extended family member.

16.07 Leave in excess of the times mentioned above may be granted at the discretion of the Board.

16.08 It is the responsibility of all employees to notify the Board prior to taking such leave. An employee may be required to furnish supporting documents for the leave granted. Failure to provide such requested documentation will result in a loss of pay for the days granted and shall be grounds for disciplinary action.

16.09 Any employee on vacation when bereavement leave responsibilities arise shall have their vacation credited by the number of bereavement days used.

16.10 Leave for Jury and Witness Duty

An employee covered by this agreement, who is required to perform jury duty or appear as a subpoenaed witness in a court of criminal jurisdiction in a criminal proceeding on a day in which they would normally have worked, will be reimbursed by the employer for the difference between the pay received, excluding any expense money, and their regular salary. An employee, at the Employer's discretion, may be required to furnish supporting documents to their claim relative to the foregoing. An employee on jury and witness leave must report for their regular assignment at any time they are not required to be available for court duty.

16.11 Exam Leave

The Board shall grant leave with pay to employees writing examinations to upgrade employment qualifications for courses that have received prior approval of the Board. Such leave shall be limited to a maximum of two (2) days in any year for any individual employee.

ARTICLE 17 – MATERNITY/PATERNITY/ADOPTIVE LEAVE

17.01 Maternity /Parental/Adoptive Leave

The *Employment Standards Code* of the Province of Manitoba shall apply to maternity, Parental and Adoptive Leaves.

ARTICLE 18 – JOB DESCRIPTIONS

18.01 The Board agrees to prepare job descriptions of those positions for which the Union is the bargaining agent.

These descriptions shall be presented to the Union and shall be the basis for outlining the duties of the respective classifications.

The Union shall be consulted regarding any proposed changes to the existing job descriptions.

18.02 Where a bargaining unit position not covered in Schedule "A" is established or the employer proposes to change an existing classification during the terms of this agreement, the rate of pay shall be subject to negotiations between the Board and the Union.

ARTICLE 19 – BENEFIT PLANS

19.01 Group Life Insurance

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

19.02 EI Rebate Refunds to Employees

Should the Division become eligible for a reduction in the Employment Insurance premium under the terms of the Employment Insurance Act, the five-twelfth (5/12) portion due to the employee shall be remitted at the conclusion of each premium year to the Union.

19.03 Pension Plan

All employees shall be eligible to join in the Manitoba School Boards Association Non-Teaching Pension Plan under the terms and conditions of the Plan.

ARTICLE 20 – PER DIEMS, EXPENSES AND ALLOWANCES

20.01 Meal expenses shall be reimbursed in accordance with the Kelsey School Division Policy.

20.02 Employees who have completed the probation period as outlined in the collective agreement (Article 8.04) and have become a permanent employee shall be entitled to reimbursement of up to three hundred dollars ($300.00) every two years

against receipts for the purchase of CSA approved safety footwear, prescription safety eyewear or work clothing.

ARTICLE 21 – PAYMENT OF WAGES

21.01 The Board shall pay wages and salaries semi-monthly, in accordance with Schedule "A" attached hereto and forming part of this Agreement, that is, employees shall be entitled to a mid-month advance of one-half of their net monthly pay on or about the 15th of each month.

21.02 The anniversary date for annual increments for all employees coming within the scope of this Agreement shall be as follows:

a) Employees commencing employment between January 1st and June 30th of one (1) calendar year shall receive their increment on October 1st of the same year.

b) Employees commencing employment between July 1st and December 31st of one (1) calendar year shall receive their increment on April 1st of the following year.

c) Subsequent increments shall become effective upon the completion of each twelve (12) month period.

ARTICLE 22 – PERSONNEL FILES

22.01 An employee may, **at a mutually agreed time,** request to review **their personnel file**, in the presence of a **Division representative. The employee may choose to be accompanied by a Union representative.**

An employee shall have the right to respond in writing to or **will, upon request, be provided a** copy **of** any document contained in the personnel file.

A response in writing to any document in the file shall be maintained in such file.

ARTICLE 23 – COURSE LOANS

23.01 Any approved financial support for courses of an employee-initiated program of studies shall be deemed a course loan and shall be repaid on a forgiveness basis. One-half of the course loan shall be forgiven for each year of subsequent employment. Programs must be related to the employee's field of work and recommended by the employee's immediate supervisor. Verification of successful

completion of each course supported will be required before loans for further courses in that program are granted.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 The applicable provisions of the Labour Relations Act shall govern Technological Change.

ARTICLE 25 – DURATION, REVISION & TERMINATION

25.01 This agreement shall take effect and be binding upon the parties from the 1st day of July 2023 to the 30th day of June 2028 and thereafter until revised or terminated as hereinafter provided.

25.02 If either party desires to revise or terminate this Agreement, they will give the other party not more than ninety (90) days, and not less than thirty (30) days notice, in writing, prior to the expiry date of this Agreement. A copy of all proposed revisions or changes shall be submitted during the time period stated above. Only those matters referred to shall be open for negotiations unless otherwise mutually agreed upon.

25.03 Within fifteen (15) working days of receipt of such notice the other parties shall enter negotiations for revision and/or renewal of this agreement and both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to consummate a revised change and/or amended agreement or at a time mutually agreed between both parties.

25.04 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

25.05 Employees who resign and do not give the Employer at least fifteen (15) calendar days notice prior to the date the resignation becomes effective shall not be eligible for retroactive pay adjustments.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, attested by the hands of their proper officers on their behalf this 3rd of September 2026.

SIGNED ON BEHALF OF KELSEY SCHOOL DIVISION

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RMc/sn/jca/COPE491

SCHEDULE "A"

July 1, 2023 - 3%

CATEGORY	UNIT	STEP 1	STEP 2	STEP 3	STEP 4
Trades-with ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	MONTH	6541.84			
	DAY	302.48			
	HOUR	37.81			
Trades-without ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	MONTH	5425.44			
	DAY	250.88			
	HOUR	31.36			
Bus Driver Maint.	MONTH	4421.53	4467.58	4546.23	
	DAY	204.48	206.56	210.24	
	HOUR	25.56	25.82	26.28	
Bus Driver Utility/Head Custodian	MONTH	4204.98	4244.32	4293.63	4336.20
	DAY	194.48	196.24	198.56	200.48
	HOUR	24.31	24.53	24.82	25.06
Bus Driver	MONTH	4204.98	4244.32	4293.63	
	DAY	194.48	196.24	198.56	
	HOUR	24.31	24.53	24.82	
Custodian	MONTH	4053.88	4126.32	4168.90	
	DAY	187.44	190.80	192.80	
	HOUR	23.43	23.85	24.10	
Secretary II	MONTH	4079.92	4123.24	4212.47	4342.37
	DAY	187.88	189.91	193.97	199.99
	HOUR	26.84	27.13	27.71	28.57
Secretary I and NLSC Facilitator	MONTH	3927.48	3985.19	4080.36	4241.99
	DAY	180.88	183.54	187.88	195.37
	HOUR	25.84	26.22	26.84	27.91
Library Technician	MONTH	3927.48	3985.19	4080.36	4241.99
	DAY	180.88	183.54	187.88	195.37
	HOUR	25.84	26.22	26.84	27.91
Library Clerk	MONTH	3411.98	3455.29	3541.69	3631.14
	DAY	157.15	159.11	163.10	167.23
	HOUR	22.45	22.73	23.30	23.89
Education Assistant (7 hr)	MONTH	3693.67	3745.51	3829.29	3906.94
	DAY	170.10	172.48	176.33	179.90
	HOUR	24.30	24.64	25.19	25.70
Education Assistant (6.5 hr)	MONTH	3429.85	3477.96	3555.76	3627.86
	DAY	157.95	160.16	163.74	167.05
	HOUR	24.30	24.64	25.19	25.70
Community Liaison	MONTH	3531.06			
	DAY	162.63			
	HOUR	25.02			
Asst. to School Administration	MONTH	4079.92	4123.24	4212.47	4342.37
	DAY	187.88	189.91	193.97	199.99
	HOUR	26.84	27.13	27.71	28.57
Attendance Officer	MONTH	3810.69	3865.81	3954.16	4073.78
	DAY	175.49	178.01	182.07	187.60
	HOUR	25.07	25.43	26.01	26.80

July 1 2024 – 3%

CATEGORY	UNIT	STEP 1	STEP 2	STEP 3	STEP 4
Trades-with ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	MONTH	6738.10			
	DAY	311.60			
	HOUR	38.95			
Trades-without ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	MONTH	5588.20			
	DAY	258.40			
	HOUR	32.30			
Bus Driver Maint.	MONTH	4554.18	4601.61	4682.62	
	DAY	210.56	212.80	216.56	
	HOUR	26.32	26.60	27.07	
Bus Driver Utility/Head Custodian	MONTH	4331.13	4371.65	4422.44	4466.29
	DAY	200.32	202.16	204.48	206.56
	HOUR	25.04	25.27	25.56	25.82
Bus Driver	MONTH	4331.13	4371.65	4422.44	
	DAY	200.32	202.16	204.48	
	HOUR	25.04	25.27	25.56	
Custodian	MONTH	4175.50	4250.11	4293.97	
	DAY	193.12	196.56	198.56	
	HOUR	24.14	24.57	24.82	
Secretary II	MONTH	4202.32	4246.94	4338.84	4472.64
	DAY	193.55	195.58	199.85	206.01
	HOUR	27.65	27.94	28.55	29.43
Secretary I and NLSC Facilitator	MONTH	4045.30	4104.75	4202.77	4369.25
	DAY	186.27	189.00	193.55	201.25
	HOUR	26.61	27.00	27.65	28.75
Library Technician	MONTH	4045.30	4104.75	4202.77	4369.25
	DAY	186.27	189.00	193.55	201.22
	HOUR	26.61	27.00	27.65	28.75
Library Clerk	MONTH	3514.34	3558.95	3647.94	3740.07
	DAY	161.84	163.87	168.00	172.27
	HOUR	23.12	23.41	24.00	24.61
Education Assistant (7 hr)	MONTH	3804.48	3857.88	3944.17	4024.15
	DAY	175.21	177.66	181.65	185.29
	HOUR	25.03	25.38	25.95	26.47
Education Assistant (6.5 hr)	MONTH	3532.75	3582.30	3662.43	3736.70
	DAY	162.70	164.97	168.68	172.12
	HOUR	25.03	25.38	25.95	26.48
Community Liaison	MONTH	3636.99			
	DAY	167.51			
	HOUR	25.77			
Asst. to School Administration	MONTH	4202.32	4246.94	4338.84	4472.64
	DAY	193.55	195.58	199.85	206.01
	HOUR	27.65	27.94	28.55	29.43
Attendance Officer	MONTH	3925.01	3981.78	4072.78	4195.99
	DAY	180.74	183.40	187.53	193.27
	HOUR	25.82	26.20	26.79	27.61

July 1,2025- 3%

CATEGORY	UNIT	STEP 1	STEP 2	STEP 3	STEP 4
Trades-with ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	MONTH	6940.24			
	DAY	320.94			
	HOUR	40.12			
Trades-without ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	MONTH	5755.85			
	DAY	266.16			
	HOUR	33.27			
Bus Driver Maint.	MONTH	4690.81	4739.66	4823.10	
	DAY	216.88	219.20	223.04	
	HOUR	27.11	27.40	27.88	
Bus Driver Utility/Head Custodian	MONTH	4461.06	4502.80	4555.11	4600.28
	DAY	206.32	208.24	210.64	212.72
	HOUR	25.79	26.03	26.33	26.59
Bus Driver	MONTH	4461.06	4502.80	4555.11	
	DAY	206.32	208.24	210.64	
	HOUR	25.79	26.03	26.33	
Custodian	MONTH	4300.77	4377.61	4422.79	
	DAY	198.88	202.40	204.56	
	HOUR	24.86	25.30	25.57	
Secretary II	MONTH	4328.39	4374.35	4469.01	4606.82
	DAY	199.36	201.46	205.80	212.17
	HOUR	28.48	28.78	29.40	30.31
Secretary I and NLSC Facilitator	MONTH	4166.66	4227.89	4328.85	4500.33
	DAY	191.87	194.74	199.36	207.27
	HOUR	27.42	27.82	28.48	29.61
Library Technician	MONTH	4166.66	4227.89	4328.85	4500.33
	DAY	191.87	194.74	199.36	207.27
	HOUR	27.41	27.82	28.48	29.61
Library Clerk	MONTH	3619.77	3665.72	3757.38	3852.27
	DAY	166.67	168.84	173.04	177.38
	HOUR	23.81	24.12	24.72	25.34
Education Assistant (7 hr)	MONTH	3918.61	3973.62	4062.50	4144.87
	DAY	180.46	182.98	187.11	190.89
	HOUR	25.78	26.14	26.73	27.27
Education Assistant (6.5 hr)	MONTH	3638.73	3689.77	3772.30	3848.80
	DAY	167.57	169.91	173.75	177.26
	HOUR	25.78	26.14	26.73	27.27
Community Liaison	MONTH	3746.10			
	DAY	172.51			
	HOUR	26.54			
Asst. to School Administration	MONTH	4328.39	4374.35	4469.01	4606.82
	DAY	199.36	201.46	205.80	212.17
	HOUR	28.48	28.78	29.40	30.31
Attendance Officer	MONTH	4042.76	4101.23	4194.96	4321.87
	DAY	186.20	188.86	193.20	199.01
	HOUR	26.60	26.98	27.60	28.43

July 1, 2026- 3%

CATEGORY	UNIT	STEP 1	STEP 2	STEP 3	STEP 4
Trades-with ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	**MONTH**	7148.45			
	DAY	330.56			
	HOUR	41.32			
Trades-without ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	**MONTH**	5928.53			
	DAY	274.16			
	HOUR	34.27			
Bus Driver Maint.	**MONTH**	4831.53	4881.85	4967.79	
	DAY	223.44	225.76	229.76	
	HOUR	27.93	28.22	28.72	
Bus Driver Utility/Head Custodian	**MONTH**	4594.89	4637.88	4691.76	4738.29
	DAY	212.48	214.48	216.96	219.12
	HOUR	26.56	26.81	27.12	27.39
Bus Driver	**MONTH**	4594.89	4637.88	4691.76	
	DAY	212.48	214.48	216.96	
	HOUR	26.56	26.81	27.12	
Custodian	**MONTH**	4429.79	4508.94	4555.47	
	DAY	204.88	208.48	210.64	
	HOUR	25.61	26.06	26.33	
Secretary II	**MONTH**	4610.16	4657.28	4754.56	4897.44
	DAY	212.31	214.48	218.96	225.54
	HOUR	30.33	30.64	31.28	32.22
Secretary I and NLSC Facilitator	**MONTH**	4291.66	4354.73	4458.72	4635.34
	DAY	197.61	200.55	205.31	213.50
	HOUR	28.23	28.65	29.33	30.50
Library Technician	**MONTH**	4291.66	4354.73	4458.72	4635.34
	DAY	197.61	200.55	205.31	213.50
	HOUR	28.23	28.65	29.33	30.50
Library Clerk	**MONTH**	4031.04	4079.68	4173.92	4271.20
	DAY	185.64	187.88	192.22	196.70
	HOUR	26.52	26.84	27.46	28.10
Education Assistant (7 hr)	**MONTH**	4036.17	4092.83	4184.38	4269.22
	DAY	185.85	188.51	192.71	196.63
	HOUR	26.55	26.93	27.53	28.09
Education Assistant (6.5 hr)	**MONTH**	3747.89	3800.46	3885.47	3964.26
	DAY	172.58	175.05	178.95	182.59
	HOUR	26.55	26.93	27.53	28.09
Community Liaison	**MONTH**	4512.88			
	DAY	207.83			
	HOUR	29.69			
Asst. to School Administration	**MONTH**	4762.16	4809.28	4906.56	5049.44
	DAY	219.31	221.48	225.96	232.54
	HOUR	31.33	31.64	32.28	33.22
Attendance Officer	**MONTH**	4164.04	4224.27	4320.81	4451.53
	DAY	191.80	194.53	199.01	205.03
	HOUR	27.40	27.79	28.43	29.29

Bus Driver Trainer - $2.50 per hour for all hours worked training (effective date of union ratification)

July 1 2027-2.5%

CATEGORY	UNIT	STEP 1	STEP 2	STEP 3	STEP 4
Trades-with ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	**MONTH**	7327.16			
	DAY	338.80			
	HOUR	42.35			
Trades-without ticket					
Plumber, Painter, Mechanic, Electrician, Carpenter	**MONTH**	6076.74			
	DAY	281.04			
	HOUR	35.13			
Bus Driver Maint.	**MONTH**	4952.32	5003.90	5091.98	
	DAY	229.04	231.36	235.44	
	HOUR	28.63	28.92	29.44	
Bus Driver Utility/Head Custodian	**MONTH**	4709.76	4753.83	4809.05	4856.75
	DAY	217.76	219.84	222.40	224.56
	HOUR	27.22	27.48	27.80	28.07
Bus Driver	**MONTH**	4709.76	4753.83	4809.05	
	DAY	217.76	219.84	222.40	
	HOUR	27.22	27.48	27.80	
Custodian	**MONTH**	4540.53	4621.66	4669.36	
	DAY	210.00	213.68	215.92	
	HOUR	26.25	26.71	26.99	
Secretary II	**MONTH**	4725.41	4773.71	4873.42	5019.88
	DAY	217.63	219.87	224.42	231.21
	HOUR	31.09	31.41	32.06	33.03
Secretary I and NLSC Facilitator	**MONTH**	4398.95	4463.60	4570.19	4751.22
	DAY	202.58	205.59	210.49	218.82
	HOUR	28.94	29.37	30.07	31.26
Library Technician	**MONTH**	4398.95	4463.60	4570.19	4751.22
	DAY	202.58	205.59	210.49	218.82
	HOUR	28.94	29.37	30.07	31.26
Library Clerk	**MONTH**	4131.82	4181.67	4278.27	4377.98
	DAY	190.26	192.57	197.05	201.60
	HOUR	27.18	27.51	28.15	28.80
Education Assistant (7 hr)	**MONTH**	4137.07	4195.15	4288.99	4375.95
	DAY	190.54	193.20	197.54	201.53
	HOUR	27.22	27.60	28.22	28.79
Education Assistant (6.5 hr)	**MONTH**	3841.59	3895.47	3982.61	4063.37
	DAY	176.93	179.40	183.43	187.14
	HOUR	27.22	27.60	28.22	28.79
Community Liaison	**MONTH**	4625.70			
	DAY	213.01			
	HOUR	30.43			
Asst. to School Administration	**MONTH**	4881.21	4929.51	5029.22	5175.68
	DAY	224.77	227.01	231.63	238.35
	HOUR	32.11	32.43	33.09	34.05
Attendance Officer	**MONTH**	4268.14	4329.88	4428.83	4562.82
	DAY	196.56	199.43	203.98	210.14
	HOUR	28.08	28.49	29.14	30.02

Bus Driver Trainer - $2.50 per hour for all hours worked training (effective date of union ratification)

DATED this 3rd day of September 2026.

SIGNED ON BEHALF OF KELSEY SCHOOL DIVISION

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RMc/sn/jca COPE491

LETTER OF UNDERSTANDING

BETWEEN

KELSEY SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RE: EXTRA CURRICULAR LEAVE

Voluntary "extra curricular activities" means student-related athletic, social, recreational, and cultural activities, occurring outside the normal workday.

An eligible extra curricular activity must have received prior approval from the school administration. The Superintendent of Schools shall adjudicate any dispute as to whether or not a specific activity qualifies under this clause.

Commencing with the school year starting September of 2004, and thereafter, in any school year (as per the Minister of Education and Training's definition) an employee who participates in approved extra curricular activities on a voluntary basis shall be entitled to a paid leave of seven (7) hours for each fifty (50) hours of approved extra curricular duties performed in that school year to a maximum of fourteen (14) hours per school year. Each qualifying fifty (50) hours may be accumulated over two (2) consecutive years.

The date for such leave shall be agreed upon between the school administration and the employee and reported to the Superintendent.

Employees will be allowed to carry over fourteen (14) unused hours of leave paid to the next school year for an overall maximum of twenty-one (21) hours of paid leave in any school year.

DATED this 3rd day of September 2026.

SIGNED ON BEHALF OF KELSEY SCHOOL DIVISION

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RMc/sn COPE491

LETTER OF UNDERSTANDING

BETWEEN

KELSEY SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RE: PAID PROFESSIONAL DAYS

The Employer will provide employees a minimum of two (2) in house paid professional development days per school year. This Letter of Understanding is for the **2023/2024, 2024/2025, 2025/2026 2026/2027 and 2027/2028** school years expiring on **June 30, 2028**

DATED this 3rd day of September 2026.

SIGNED ON BEHALF OF KELSEY SCHOOL DIVISION

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RMc/sn COPE491

LETTER OF UNDERSTANDING

BETWEEN

KELSEY SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RE: CANADA REVENUE AGENCY

CUPE Local No. 1596, Kelsey School Division and Canada Revenue Agency recognize the additional cost of travel associated with living in the North. As such, in common with many other employees/employers in the region, a $4,000.00 portion of the annual salary has been identified as northern travel allowance in the **July 1, 2023, to June 30, 2028,** Collective Bargaining Agreement.

CUPE Local No. 1596 agrees to and does hereby indemnify and save the Kelsey School Division harmless of 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 administering a portion of the employee's salary as Northern Allowance and reporting the same for tax purposes to Canada Revenue Agency.

DATED this 3rd day of September 2026.

SIGNED ON BEHALF OF KELSEY SCHOOL DIVISION

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

Rmc/sn cope491

LETTER OF UNDERSTANDING

BETWEEN

KELSEY SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RE: BEREAVEMENT FUND

A motion was passed at the March 20, 1989, regular meeting of CUPE Local 1596 to enter into the establishment of a Bereavement Fund with the employees of Kelsey School Division Board of Trustees Office.

The Bereavement Fund is to be established to provide for immediate family of members of Local 1596 and the immediate family of the employees of Kelsey School Division Office.

Immediate family shall be defined as: member, child, or spouse.

Kelsey School Division Office Employees shall be defined as:

Superintendent, Assistant Superintendent, Secretary-Treasurer, Business Assistant, Administrative Assistant, Administrative Secretary, Director of Maintenance and Transportation, Transportation Supervisor, Payroll Officer, Receptionist

Members of Local 1596 shall be defined as:

All employees as outlined by the Manitoba Labour Board Certificate #MLB 6881 and #MLB 6872 as covered by Schedule "A" of the Collective Agreement between the Local and the Kelsey School Division, except student employees and those positions that may be agreed upon as being excluded.

Bereavement fund shall be defined as:

A fund set up to be generated upon the death of any member or the death of a member of their immediate family in the amount of $15.00 per member per incident of occurrence. This amount shall be deducted from the salary/wages of each individual in the fund by Kelsey School Division and shall be paid to the member or **their** beneficiary as soon as possible following the bereavement. Written notice to activate the fund shall be given by the President of the Local or designate, and the Secretary-Treasurer of the School Division or designate (as per attached form).

This Bereavement Fund shall be instituted upon the signing of this document.

DATED this 3rd day of September 2026.

SIGNED ON BEHALF OF KELSEY SCHOOL DIVISION

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RMc/sn COPE491

CUPE LOCAL 1596/KELSEY SCHOOL DIVISION BEREAVEMENT FUND

Order to Activate:
This document hereby presents the Payroll Officer of Kelsey School Division with the authority to deduct $15.00 per person defined as being enrolled in the Bereavement Fund Agreement between the Kelsey School Division Board Office employees and the members of CUPE Local 1596, and to pay that total amount to the person(s) designated herein:

Employee _____ _____

Death of _____ _____

on _____ _____

Payment to be made to: _____ _____

_____ _____

Dated this _____day of_____, 20_____. at The Pas, Man.

_____ _____

Secretary-Treasurer, President, CUPE
Local 1596
Kelsey School Division No 45

Office Use Only:

Amount Deducted: _____

Date Paid Out:

Cheque Number: ___

_____ _ _ _

Payroll Officer
Kelsey School Division No. 45

LETTER OF UNDERSTANDING

BETWEEN

KELSEY SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RE: MANITOBA PUBLIC SCHOOL EMPLOYEE DENTAL AND EXTENDED HEALTH BENEFIT PLAN

The Union and the school division agree that should the Union decide to participate in the above noted Plan, under the terms and conditions of the Plan, the Employer will pay three hundred and fifty dollars ($350.00) annually to defer costs to each Employee in the Plan.

DATED this 3rd day of September 2026.

SIGNED ON BEHALF OF KELSEY SCHOOL DIVISION

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1596

RMc/sn/jca/COPE491