

Case No. 1/22/LRA

**SUBSEQUENT COLLECTIVE AGREEMENT**

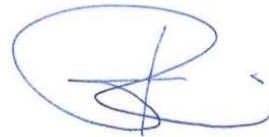
**BETWEEN:           ROLLING RIVER SCHOOL DIVISION,  
HEREINAFTER called the “Employer” in the First Part**

**-and-**

**Canadian Union of Public Employees, Local 1630,  
HEREINAFTER called the “Union” in the Second Part**

This agreement imposed upon the parties by the Manitoba Labour Board, this 27<sup>th</sup> day of April, 2022.

Signed on behalf of the Manitoba Labour Board by:



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**K. Pelletier, Vice-Chairperson**



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**T. Henderson, Board Member**



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**D. Strutinsky, Board Member**

## INDEX OF ARTICLES

### Page No.

ARTICLE 1 - DURATION, RENEWAL OR REVISION OF AGREEMENT .....	1
ARTICLE 2 - MANAGEMENT RIGHTS .....	2
ARTICLE 3 - SCOPE AND RECOGNITION .....	2
ARTICLE 4 - NO DISCRIMINATION.....	3
ARTICLE 5 - UNION DUES.....	3
ARTICLE 6 - STRIKE OR LOCKOUT .....	3
ARTICLE 7 - LABOUR-MANAGEMENT COMMITTEE .....	4
ARTICLE 8 - SENIORITY .....	5
ARTICLE 9 - PROMOTIONS AND STAFF CHANGES .....	7
ARTICLE 10 - GRIEVANCE PROCEDURE.....	7
ARTICLE 11 - DISCHARGE AND DISCIPLINARY PROCEDURE.....	11
ARTICLE 12 - HOURS OF WORK .....	12
ARTICLE 13 - OVERTIME .....	12
ARTICLE 14 - STATUTORY HOLIDAYS.....	13
ARTICLE 15 - VACATIONS .....	13
ARTICLE 16 - SICK LEAVE .....	15
ARTICLE 17 - LEAVE OF ABSENCE.....	16
ARTICLE 18 - SAFETY .....	18
ARTICLE 19 - WINTER CLOTHING ALLOWANCE.....	19
ARTICLE 20 - CONTRACTUAL DISCRIMINATION.....	19
ARTICLE 21 - PAYMENT OF WAGES.....	19
SCHEDULE "A".....	20
LETTER OF UNDERSTANDING - CONTRACTING OUT – JANITORIAL SERVICES.....	21
LETTER OF UNDERSTANDING – PENSION PLAN.....	22

**ARTICLE 1 - DURATION, RENEWAL OR REVISION OF AGREEMENT**

- 101            This Agreement shall become effective on July 1, 2018 and shall continue in force and in effect up to and including October 27, 2022 and thereafter from year to year, unless terminated or renewed as hereinafter provided.
- 102            If either party of this Agreement desires to renew, revise or terminate this Agreement, then not less than thirty (30) days nor more than sixty (60) days prior to October 27, 2022, such party shall give written notice to the other party of their intent to negotiate. Proposals from the Union shall be received two (2) weeks in advance of the scheduled date to begin collective bargaining.
- 103            Only those matters referred to in the said particulars shall be discussed at such negotiations, unless otherwise mutually agreed upon.
- 104            No part of this Agreement or a renewed or revised Agreement shall have a retroactive effect unless specifically so provided.
- 105            Should either party deem it necessary to negotiate change during the term of the Agreement, such changes may be made by mutual agreement, and shall be covered by letters of understanding.
- 106            When the parties meet the time lines in 102 and changes to the collective agreement are made, any negotiated changes will become effective the date of signing of this collective agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 201 The Employer has the right to operate the schools and to direct the staff covered by this Agreement as it may deem necessary for the most effective use of its facilities. Such operation and direction includes the right to hire, suspend, or discharge for just cause, to assign to jobs, to classify, to promote, to transfer employees among the schools, to increase, decrease or re-organize the staff, both permanent and temporary, and to determine the necessary services.
- 202 The Employer shall not contravene the provisions of this Agreement by virtue of exercising the foregoing Management Rights.
- 203 The specific terms of this contract shall be the sole source of any rights that may be asserted by the Union against the School Division. **In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.**

## **ARTICLE 3 - SCOPE AND RECOGNITION**

- 301 The Agreement covers all employees as outlined by Manitoba Labour Board Certificate #2600 as issued by The Manitoba Labour Board and/or as listed in Schedule "A" attached.
- 302 Rolling River School Division, or **anyone** authorized to act on its behalf, approves and recognizes the Rolling River School Division Employees Local Union 1630 as the sole collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the two **(2)** Parties of this

Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

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

401 The Parties agree that no discrimination, interference, restriction, or coercion will be exercised or practised with respect to any employee by reason of sex, race, age, colour, political or religious affiliation, or by reason of membership or non-membership in a trade union.

#### **ARTICLE 5 - UNION DUES**

501 The Employer shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.

502 The Employer shall remit said dues deductions, within fifteen (15) days, to the local union treasurer.

503 The Union agrees to and does hereby indemnify and save the Employer harmless for all claims, demands, action and the proceedings of any kind and from all costs which may arise or be taken against the Employer by reason of the Division making the deduction of union dues as provided in Article 501.

#### **ARTICLE 6 - STRIKE OR LOCKOUT**

601 The Employer shall not declare or cause a lockout of employees during the term of this Collective Agreement.

- 602 The Union shall not declare or authorize a strike of its members during the term of this Collective Agreement.
- 603 The Employer shall not refuse to reinstate those employees, who refused to work as the result of a legal strike or lockout, if and when a Collective Agreement is concluded. This provision is subject to the requirements of ***The Labour Relations Act***.
- 604 The Employer shall have cause to discharge any employee or group of employees who advocate or engage in any kind of illegal strike or slowdown, or other stoppage, partial or total, during the term of this Agreement.

#### **ARTICLE 7 - LABOUR-MANAGEMENT COMMITTEE**

- 701 The Union shall notify the Employer, in writing, as to the names of their Executive members and the names of the Executive members on the Bargaining and Grievance Committees, and the names of the Executive members on the Union-Management Committee.
- 702 The Bargaining and Grievance Committee of the Union shall not exceed four (4) members. The number of Union members on the Union-Management Committee shall not exceed four (4) members.
- 703 Leave of absence with pay shall be granted to employee representatives of the Union who are required to attend grievance, arbitration or negotiation meetings during working hours. Such leave of absence shall not exceed a committee total of ten (10) work days in any one **(1)** school year. **The ten (10) day maximum may be extended by mutual agreement.**
- 704 Union-Management Committee - both parties agree that matters of mutual concern which relate to the administration, application and interpretation of

this Agreement or to the operation of the school system shall be discussed at a meeting. Requests for such meetings must be accompanied by an agenda of the items to be discussed and forwarded to the other party. The time of such meetings shall be upon mutual agreement.

## **ARTICLE 8 - SENIORITY**

### 801        Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit from the date of last hire and shall include service with the Division prior to the certification or recognition of the Union.

802        Every employee shall be placed on probation for a period of six (6) consecutive months of service from the date of which employment commenced.

This probationary period may be extended a further three (3) months if further evaluation is required.

During such probationary period employees shall be entitled to all rights and privileges of this Agreement except that they shall not have recourse through the grievance and arbitration procedure for discharge.

803        Seniority shall be established upon completion of the probationary period and shall be defined as the number of years of continuous service.

Employees shall maintain their seniority during lay-off up to twelve (12) months.

804 In the event of layoff, employees shall be laid off in the reverse order of their job classification based on seniority and shall be recalled in order of their seniority provided that the employee is capable of performing the work.

Employees shall be given one **(1)** month notice or one month pay in lieu of notice in the event of layoff.

805 Upon request, the Union shall be provided each year with one **(1)** copy of the seniority list during the month of January.

806 If an employee meets the eligibility requirements to receive Employment Insurance benefits and is off on approved leave for Maternity, Parental or Compassionate Care Leave, an employee's seniority will accrue during their leave.

807 An employee shall retain and accrue seniority if the employee is absent from work because of:

- a) illness or accident to a maximum of six (6) months;
- b) authorized leave of absence up to thirty (30) consecutive working days.

808 An employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated under the following conditions:

- a) the employee is discharged and is not reinstated;
- b) the employee resigns in writing;
- c) the employee is laid off for a period longer than twelve (12) months;
- d) the employee fails to return to work without reasonable explanation following an authorized leave of absence;



- e) the employee does not return to work from layoff within ten (10) working days of being notified by registered mail to do so.

## **ARTICLE 9 - PROMOTIONS AND STAFF CHANGES**

901 When a vacancy occurs **that** requires replacement or a new position is created inside the bargaining unit, **the position will be posted in the worksites and on the Division's website** for a minimum of five (5) working days so that all members will know about the vacancy or new position.

902 When choosing an applicant for a vacant position the Employer shall base its decision on the applicant's qualifications, skills, knowledge, experience, past performance, and his/her ability to satisfactorily perform the duties of the position. If the above factors are equal, seniority shall prevail.

### 903 Disabled Employees Preference

Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through temporary disablement, is unable to perform his regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he is assigned.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

1001 Should a dispute arise between the Employer 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.

1002 Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Step 1 of this Article.

1003 Step 1 – The employee(s) shall discuss the alleged grievance with his/her supervisor within ten (10) working days of the specific event giving rise to the alleged grievance or within ten (10) days of the grievor becoming aware of it.

Step 2 - Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step One, the Grievance Committee of the Union and the employee concerned shall submit the grievance in writing to the Secretary-Treasurer and shall meet with same to attempt to resolve the dispute.

In the event that the grievance is not submitted within the time period specified, the matter shall be deemed to have been abandoned and no further action shall be invoked.

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

Step 4 – Failing satisfactory settlement being reached in Step Three, the Union may, on giving ten (10) days notice in writing to the Employer of its intentions, refer the dispute to arbitration.

1004 Time limits as specified in Article 1003 may be extended by agreement between the Employer and the Union, however, if an employee fails to bring the **grievance** forward within the time limits as specified in Step 1, of Article

1003, the grievance is deemed to have failed. If the Employer fails to process a grievance to the next step in the grievance procedure within the time limits specified, the grievance shall be deemed to be settled to the satisfaction of the grievor.

1005 Arbitration

Failing satisfactory settlement of a grievance through provisions of Article 1003, either party may submit the dispute to arbitration.

1006 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two (2) arbitrators shall then meet to select an impartial chairman.

1007 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

1008 Board of Arbitration Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall, as much as possible follow a layman's procedure and shall avoid legalistic or formal procedures.

1009 Decision of the Board of Arbitration

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

1010 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

1011 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints
- 2) One-half (**1/2**) of the fees and expenses of the Chairman

1012 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

1013 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

1014 No matter shall be subject to arbitration which involves:

- 1) Any matter not covered by this Agreement
- 2) Any matter which requests a change to this Agreement.

1015 Where the parties agree to a single arbitrator, the arbitrator shall be selected by mutual consent. In the event the parties cannot agree upon a person to act as a single arbitrator within ten (10) working days, the arbitration will revert to a three-person (3) Board.

#### **ARTICLE 11 - DISCHARGE AND DISCIPLINARY PROCEDURE**

1101 Employees shall be given disciplinary warnings in writing, unless circumstances justify immediate discipline or discharge.

1102 When an employee is being disciplined, he/she may choose to be accompanied by a member of the Union.

1103 Copies of all suspensions or discharges shall be forwarded to the executive of the Union.

1104 Should an employee be given a second warning for the same circumstances, the employee may be suspended or discharged.

1105 The Employer shall not impose disciplinary penalties unjustly or unreasonably.

1106 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 10 of this Agreement shall be followed.

1107 The Employer shall not discipline, discharge or suspend those employees who refuse to facilitate the operation of a Company whose employees are legally on strike, as determined by Section 12(1) of ***The Labour Relations Act***.

**ARTICLE 12 - HOURS OF WORK**

- 1201 The work week for **full-time** employees shall be five (5) days per week, eight **(8)** hours per day with two (2) consecutive days off unless otherwise mutually **agreed**.
- 1202 **Schedules and work assignments for full and part time employees will be provided by the Supervisor(s).**
- 1203 All employees **who are scheduled to work eight (8) hours** shall be permitted a fifteen (15) minute rest period in the first half and the second half of any full shift worked. **Employees scheduled to work five (5) hours or less will be provided a fifteen (15) minute rest period in their workday.**

**ARTICLE 13 - OVERTIME**

- 1301 Overtime work shall not be performed or paid for unless authorized by the Maintenance Supervisor.
- 1302 Time and one-half (1 1/2) will be paid for all time worked over the forty (40) hours in any one work week or **eight (8)** hours in any one day.
- 1303 Employees called out, in the case of an emergency, shall be paid a minimum of four (4) hours at their regular rate of pay.
- 1304 Employees who are required to work on a Statutory Holiday shall be paid time and one-half (1 1/2) for all hours worked plus regular pay for the day.

**ARTICLE 14 - STATUTORY HOLIDAYS**

1401 All employees shall have the following holidays at their regular rate of pay:

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

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

1402 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.

1403 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 Employer.

1404 Employees shall qualify for payment of Statutory Holidays as per the provisions of ***The Employment Standards Code***.

**ARTICLE 15 - VACATIONS**

1501 The vacation entitlement shall be calculated as to the number of years service on June 30th of each year.

1502 An employee with less than one (1) year of service in the preceding vacation year shall receive vacation with pay calculated on the basis of one (1) days vacation for every **twenty-six (26)** days worked, or major portion thereof.

1503 Employees with more than one (1) year of service shall be eligible for a paid vacation as follows:

- a) Fifteen (15) working days after one (1) year of continuous service.
- b) Twenty (20) working days after eight (8) years of continuous service
- c) Twenty-five (25) working days after sixteen (16) years of continuous service.
- d) Employees shall receive an additional five (5) days of vacation in their 25th year of employment with the Division. These additional days are to be taken in the 25th year.

1504 A permanent employee with less than one **(1)** year of service, leaving the employment of the Employer prior to the anniversary date for vacations, shall be paid his vacation entitlement in accordance with *The Employment Standards Code*.

1505 Employees shall submit their preferred vacation period to the **School Principal and** Maintenance Supervisor for his approval prior to June 1<sup>st</sup> of each year. Normally, vacations will be taken during July and August.

1506 When a public holiday comes in the course of an employee's annual vacation, an extra day shall be allowed and added to the holiday period or at another time mutually agreed between the Employer and the employee.

Where an employee qualified for sick leave involving hospitalization during his/her 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, 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.

## **ARTICLE 16 - SICK LEAVE**

### 1601 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be 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 Workers' Compensation Act*.

### 1602 Amount of Sick Leave

Sick leave may be granted to regular employees and to regular part time employees on the basis of two (2) days for each month in which the employee has earned at least ten (10) days pay.

### 1603 Deduction for Sick Leave

In any one (1) year in which an employee has not had sick leave, or has only a portion thereof, they shall be entitled to an accrual of all the unused portion of sick leave to a maximum of one hundred thirty (130) days. A deduction shall be made from accumulated sick leave of all days absent for sick leave as defined in 1601.

### 1604 Proof of illness

An employee may be required to produce a certificate from a duly qualified practitioner for any illness, certifying that such employee is unable to carry out his duties due to illness.

- 1605 Custodians and cleaners must report to **their immediate Supervisor (School Principal or designate when school is in session and Maintenance Supervisor during school breaks and holiday) at least one (1) hour prior to the beginning of their shift (wherever possible) when** he/she is unable to report for work due to illness. **When requested, they** must also report prior to returning to work.
- 1606 Employees returning to work following a lengthy illness must submit a doctor's certificate that the employee is able to return to his regular duties.
- 1607 Suspected abuses of sick leave provisions will be investigated and proven instances will result in severe disciplinary action.
- 1608 Employees will be eligible to take up to a maximum of five (5) days per year without loss of pay to attend to the emergency illness of an immediate family member. Immediate family is defined as children, spouse, and parents of the employee or person who has the employee as the primary caregiver. Days taken under this clause will be deducted from the employee's accumulated sick leave.

**ARTICLE 17 - LEAVE OF ABSENCE**

- 1701 Bereavement Leave
- |    |  |   |
|----|--|---|
| a) | In the case of death of an immediate family member or a relative who is a member of the household. | Up to five (5) consecutive days without loss of pay; additional days on the approval of the Superintendent. |
| b) | In the case of death of a grandparent or grandchild.   | Up to two (2) consecutive days without loss of pay; additional days on the approval of the Superintendent.  |

- c) In the case of death of a spouse or partner's mother, father, sister, brother, son, or daughter. Up to two (2) consecutive days without loss of pay; additional days on the approval of the Superintendent.
- d) In the case of death of a spouse or partner's grandparent. Up to one (1) day without loss of pay; additional days on the approval of the Superintendent.
- e) In the case of death of another relative outside the immediate family who was not a member of the household or if the employee serves as a pallbearer. (Note: This does not apply to honorary pallbearer.) Up to one (1) day without loss of pay; additional days on the approval of the Superintendent.
- f) In the case of death of a friend Up to one (1) day deducted at fifty **percent (50%)** of salary; additional days on the approval of the Superintendent.

1702 It is the responsibility of the employees to notify their Supervisor prior to taking such leave.

1703 Unpaid Leave

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

- a) for unpaid leave of absence under 3 months, the employee requests it in writing from the Superintendent;
- b) for unpaid leave of absence over 3 months, the employee requests it in writing from the Employer; and

c) the leave is for good reason and does not interfere unduly with the operations of the Employer. In emergency situations leave may be granted through verbal notification from the Employer's representative.

1704 Parenting Leave

Employees shall be entitled to Maternity and/or Parental Leave consistent with the provisions of *The Employment Standards Code*.

1705 Union Leave

Leave of absence without pay shall be granted to no more than two (2) employees for a period not to exceed five (5) days for the purpose of transacting Union business. This leave of absence shall not involve more than one (1) employee from one school at the same time.

1706 Jury Duty and Court Witness

Time spent by an employee required to serve as a court witness in any matters arising out of his employment shall be considered as time worked at the appropriate rate of pay. Employees serving on a Jury Panel shall continue to accrue seniority and all benefits associated with working for the School Division but not receive pay during this period of time.

**ARTICLE 18 - SAFETY**

1801 The parties realizing the benefits to be derived from a healthy place of employment agree to cooperate to the fullest extent to promote safe practice and health conditions within the Employer's premises.

**ARTICLE 19 - WINTER CLOTHING ALLOWANCE**

1901 Effective September 2014, the Division will provide a winter clothing allowance to Head Custodians in the amount of one hundred and twenty **dollars** (\$120.00) per year.

**ARTICLE 20 - CONTRACTUAL DISCRIMINATION**

2001 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 21 - PAYMENT OF WAGES**

2101 The Employer shall pay salaries and wages monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees will be provided with an itemized statement of his wages and deductions at the end of each month. Overtime pay shall be shown in a separate column.

2102 A Cleaner who is temporarily required to accept the responsibilities and carry out the duties of a Head Custodian for a period in excess of two **(2)** days shall be paid at the first step of the Head Custodian scale with retroactivity back to the first day the employee was required by the Division to work as a Head Custodian. Appointments made as the result of a Head Custodian taking vacation shall not be interpreted as a temporary appointment and shall not receive the higher rate of pay.

**SCHEDULE "A"**

<b>CLASSIFICATION</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>	<b>July 1, 2020</b>	<b>July 1, 2021</b>
Head Custodian				
1 <sup>st</sup> step	18.85	19.32	19.42	20.06
2 <sup>nd</sup> step	19.46	19.95	20.05	20.71
3 <sup>rd</sup> step	20.08	20.58	20.68	21.36
Cleaners	17.40	17.84	17.93	18.52

An employee shall receive an annual increment until the maximum rate for the job held is obtained. Effective July 1, 2000, the anniversary date for annual increments shall be as follows:

- a) An employee entering service or obtaining a new job between July 1st and December 31st will receive the first increment for that job on July 1st of the following calendar year.
- b) An employee entering service or obtaining a new job between January 1st and June 30th of one calendar year will receive the first annual increment for that job on January 1st of the following calendar year.

**HEATING/BOILER CHECKS**

For those employees who are qualified and who are required to operate boilers in excess of **fifty (50)** H.P. in any one school, they shall be paid an additional **twenty-nine dollars and fifty cents (\$29.50)** per month.

**LETTER OF UNDERSTANDING  
BETWEEN  
ROLLING RIVER SCHOOL DIVISION  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1630**

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**RE: CONTRACTING OUT – JANITORIAL SERVICES**

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The Rolling River School Division hereby agrees that no person who is a member of the bargaining unit as of this date, shall be discharged due to the contracting out of janitorial services during the term of this Agreement.

**LETTER OF UNDERSTANDING  
BETWEEN  
ROLLING RIVER SCHOOL DIVISION  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1630**

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**RE: PENSION PLAN**

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The Rolling River School Division hereby agrees that in the event that the provincial government implements an education sector defined benefit pension plan that is 100% funded by the Government, the Rolling River School Board agrees to meet with the local union to consult and discuss.