

**COLLECTIVE AGREEMENT**

**BETWEEN:**

***CUPE***

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1719**

**(Secretaries, Librarians, Custodians, Mechanics & Maintenance)**

**- AND -**

**TURTLE MOUNTAIN SCHOOL DIVISION**

***TERM OF AGREEMENT:***

**JULY 1, 2019 TO JUNE 30, 2023**

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**ARTICLE 1 – PREAMBLE**

THIS AGREEMENT made

BETWEEN: TURTLE MOUNTAIN SCHOOL DIVISION  
(hereinafter referred to as the "Division")

OF THE FIRST PART

AND CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1719  
(hereinafter referred to as the "Union")

OF THE SECOND PART.

1:01 This agreement covers all employees as outlined by Manitoba Labour Board certificate number 2702 as issued by the Manitoba Labour Board and/or as listed in Schedule A.

**ARTICLE 2 - RECOGNITION & NEGOTIATION**

2:01 The Division has the right 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 insofar as it is consistent with this agreement. 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 or reorganize staff, both permanent and temporary; and to determine the necessary service, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through grievance and arbitration procedure.

In administering this agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

2:02 The Division or anyone authorized to act on its behalf approves and recognizes the Turtle Mountain School Division 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 parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

2:03 No Other Agreements

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this collective agreement.

**ARTICLE 3 - NO DISCRIMINATION**

3:01 The Union and the Division agree that there shall be no discrimination against any employee by reason of membership or non-membership in the Union or in accordance with the Human Rights Act.

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

- 4:01 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.
- 4:02 Deductions shall be made from each month and shall be forwarded to the Secretary-Treasurer of this Union not later than the 15th day of the next month, along with a list of employees from whom deductions have been made.
- 4:03 The Union agrees to and does hereby indemnify and save the Board harmless for all claims, demands, actions and the proceedings of any kind and 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 in Article 401.
- 4:04 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

**ARTICLE 5 - LABOUR MANAGEMENT COMMITTEE**

- 5:01 The parties hereto agree to a joint committee being set up to deal with such matters of mutual concern as may arise from time to time in the operation of the School Division.
- 5:02 The Committee shall be composed of equal representation from the School Division and Local Union with total representation not to exceed six (6) members. The Local Union Committee may at any time have representation from the Canadian Union of Public Employees. The Division may at any time have representation from its Association or other advisors.
- 5:03 The Committee shall meet as and when required upon the request of either party.
- 5:04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any committee of the Union or of the School Division and does not have the power to bind either the Union or its members or the School Division to any discussions or conclusions reached in their discussions. The Committee may make recommendations to the Union and the School Division with respect to its discussions and conclusions.

**ARTICLE 6 - LABOUR MANAGEMENT BARGAINING RELATIONS**

6:01 Union Bargaining Committee

A Union Bargaining Committee shall consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

6:02 Function of Bargaining Committees

All matters pertaining to rate of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

6:03 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Division may at any time have the assistance of representatives of its Association or advisors.

6:04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the next regular board meeting after the request has been given unless otherwise agreed to by both parties.

6:05 Time Off for Meeting

Five (5) representatives of the Union Bargaining Committee, who are in the employ of the Division, shall have the right to attend negotiating meetings with the Division held within working hours and shall be without loss of remuneration.

**ARTICLE 7 - RESOLUTIONS & REPORTS OF BOARD**

7:01 Copies of all resolutions adopted by the Division which affect this agreement shall be forwarded to the Recording Secretary of the Union.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8:01 The Division acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the Division.

8:02 Should a dispute arise between the Division and employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or should an allegation be made that this Agreement has been violated, or should any dispute arise, an earnest effort shall be made to set out the dispute in the following manner:

Step 1 - All grievances shall be submitted to the Chairperson of the union grievance committee within ten (10) working days of the alleged incident. In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within ten (10) working days of the employee's return to work.

Step 2 - If the grievance committee of the union considers the grievance to be justified, the employee concerned together with their steward or member of the grievance committee shall within fifteen (15) working days of the alleged incident submit the grievance to the employee's supervisor.

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 Superintendent of the Division, a written statement of the particulars of the complaint and redress sought. The Secretary-Treasurer of the Division shall declare the Employer's position and render a decision within ten (10) working days after receipt of such notice.

Step 4 - Failing agreement being reached in Step 3, application may be made to the Division in writing through the Superintendent of the Division, stating the grievance concerned, and a hearing shall be granted within 15 working days after the next regular meeting of the Division following the application.

- 8:03 Where a dispute involving a question of general application or interpretation occurs, or in cases of discharge or suspension, the Division and the Union may agree to bypass Steps 1 and 2 of this Article.
- 8:04 Replies to grievances shall be in writing at all stages.
- 8:05 The Division will supply the necessary accommodation for the grievance meetings.
- 8:06 The time limits as set out in the various steps may be extended by mutual agreement.

## **ARTICLE 9 – ARBITRATION**

- 9:01 Failing satisfactory settlement of a grievance through provisions of Article 8, either party may submit the dispute to arbitration within fifteen (15) working days.
- 9:02 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 to the Agreement. Within ten (10) working days of receipt of the referral of the grievance to arbitration the parties shall attempt to mutually agree upon a Sole Arbitrator to resolve the grievance. Failing agreement on a Sole Arbitrator within ten (10) working days thereafter, each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of the appointee. The two so named shall within ten (10) working days select a third person to act as Chairperson of the Board of Arbitration, but should they not do so within ten (10) working days, either party may apply to the Labour Board to appoint a person to act as Chairperson.

9:03 Disqualification of Certain Individuals

No person who has a pecuniary interest in a matter before the Arbitration Board, or who is acting, or has, within a period of one year prior to the date on which notice of desire to submit the matter to arbitration is given, acted as solicitor, counsel, or agent of any of the parties to the arbitration, is eligible for appointment as a member of the arbitration board or shall act as a member of the arbitration board.

9:04 The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegations and render a decision. The decision of the majority shall be the decision of the Board.

9:05 Decision of the Board

The decision of the Board of Arbitration shall be final, binding and enforceable on both parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board in order to clarify the decision, which it shall do within three (3) working days.

9:06 Expenses of the Board

Each party shall pay:

1. the fees and expenses of the arbitrator it appoints;
2. one-half (1/2) the fees and expenses of the Chairperson;
3. one-half (1/2) the expenses of the Arbitration Board for clerical assistance, supplies and rent of a place to meet.

9:07 Amending of Time Limits

The time limit in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

9:08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses or other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Board's premises in order to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 10 - DISCHARGE, SUSPENSION, DISCIPLINE**

10:01 Employees shall be given disciplinary warnings, unless circumstances justify immediate discipline or discharge.

In the event of a claim that an employee has been disciplined, suspended or discharged unjustly, the grievance procedure as in Article 8 shall be followed except as excluded by Article 11.02. An employee will be disciplined or discharged for just cause only.

**ARTICLE 11 – SENIORITY**

11:01 Seniority is defined as the term of continuous employment with the Division and shall be one of the factors in determining preference or priority for promotion, transfer, demotions, lay-offs, or recalls. Other determining factors shall be skill, ability and qualifications.

11:02 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, the employee, except in the case of discharge or suspension, shall be entitled to all rights and benefits of this Agreement.

The Division may extend the probation period another three (3) months if the Division deems it necessary. In such cases, the Division will notify the Union in writing.

11:03 A seniority list shall be sent to the President of the Local by January 30th of each year.

**ARTICLE 12 - PROMOTION AND STAFF CHANGES**

12:01 When a vacancy occurs or a new position is created inside the bargaining unit, the Division shall post notice of the position in the Division Offices and shops for a minimum of five working days so that all members will know about the vacancy or new position.

12:02 The Employer may advertise outside for any vacancy provided all internal applicants are given first consideration provided they qualify under Article 1203.

12:03 When choosing an applicant for a vacant position the Division shall base it's decision on the applicants' qualifications and their ability to satisfactorily perform the duties of the position. If qualifications and ability are equal, seniority shall prevail.

12:04 Any employee covered by this Agreement who has given good and faithful service to the Division and who through advancing years or temporary disablement is unable to perform their regular duties shall be given the preference of any light work available at the salary payable at the time for the position to which they are assigned.

12:05 In the event that an employee is temporarily placed in a higher paid position, they shall be entitled to the minimum rate in the scale higher than their current rate.



- 12:06 The Division agrees to notify the Secretary of the Union of all changes in permanent staff, promotions, lay-offs, recalls, transfers and new employees.
- 12:07 Any employee upgraded to a higher classification shall be considered to be on a trial basis in his/her new classification for a period of three (3) months. If within this trial period, the employee advises the Division in writing of his/her wish to revert to his/her former position, or in the event of unsatisfactory performance in this new classification during the trial period, he/she shall be returned by the Division to a position similar to that previously held without loss of seniority or wages. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position or the equivalent with the same wage or salary rate and without loss of seniority.

### **ARTICLE 13 - LAY-OFFS AND RECALLS**

- 13:01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority within a classification, providing that those employees retained have the necessary qualifications and ability to perform the duties of the remaining positions.

13:02 **Lay-off Procedure for Custodians:**

In the event of a lay-off, custodians shall be laid off in the reverse order of seniority within their specific classification (i.e., pay grade), providing that those employees retained have the necessary qualifications and ability to perform the duties of the remaining positions. If the laid off custodian chooses to, he/she may move into the next lower custodian classification level and into a position filled by an employee with the least amount of seniority in that classification level (reverse order of seniority) provided that employee has less seniority than the original custodian displaced.

If the original laid off custodian cannot displace into a position in the next lower classification, they may follow the same procedure for any lower Custodian classifications that may be still available.

If the original laid off custodian is unable to displace another custodian in another classification, they may follow the same procedure for any lower Custodian classifications that may be still available.

If the original laid off custodian is unable to displace another custodian in another classification, they will be placed on the recall list. If the employee chooses not to displace another employee, then Article 13.04 will apply.

- 13:03 An employee on the recall list shall remain on the list for a period of six (6) months. After the six (6) month period, the employee will lose their seniority and their employment relationship with the Division will be terminated.

13:04 In the event of subsequent recalling of employees, employees shall be called back to work as required beginning with the most senior employee provided that, in the opinion of the Division, the most senior employee has the qualifications and ability to satisfactorily perform the duties of the position.

#### **ARTICLE 14 - HOURS OF WORK**

14:01 a) The work week for clerical personnel shall be up to five (5) days per week with two (2) days off. The hours worked shall be up to forty (40) hours per week.

b) The normal hours of work for kitchen staff shall be up to twenty-seven point five (27.5) hours per week and overtime will be paid for hours worked in excess of eight (8) hours in a day or up to forty (40) hours per week.

14:02 The work week for all other regularly scheduled employees shall be five (5) days per week, up to eight (8) hours per day with two (2) consecutive days off.

14:03 Custodians of schools with less than an eight (8) hour per day rating shall work those hours as required to properly service and maintain the cleanliness of their school grounds.

14:04 Custodians shall work those hours as scheduled by the Division or the Maintenance Supervisor.

14:05 It shall be the duty of the Head Custodian of each school to check and tend the heating systems while such units are in operation.

14:06 All employees shall be permitted a ten (10) minute rest period in the first half and the second half of any full shift worked. A full shift consists of at least (five) 5 hours.

14:07 Provisions will be made for one (1) hour lunch break on the day shift and a thirty (30) minute lunch break on the evening and night shifts.

#### **ARTICLE 15 – OVERTIME**

15:01 Overtime shall not be performed or paid for unless authorized by the employee's immediate supervisor according to guidelines set forth by the Division or the Maintenance Supervisor

15:02 Time and one-half (1½) will be paid for all time worked over the eight (8) hours per day or the forty (40) hours in any one week for all employees except librarians.

a) Librarian employees shall be paid at the rate of time and one-half (1½) for all time worked over 7½ hours per day or 37½ hours per week.

15:03 Employees called out in case of an emergency shall be paid a minimum of three (3) hours at the rate of time and one-half (1½).

15:04 All employees shall be entitled to approved banked overtime at their option, in lieu of pay to a maximum of two (2) days per school year to be taken at a time mutually agreeable to the employee and the supervisor. Additional banked time to be with the prior approval of the immediate supervisor. Banked time must be used by July 31 of the school year in which it was earned. Any banked time not used by July 31 will be paid out at the prior year's contractual rate.

Secretarial staff may realign hours of work from September to June, reduce hours July and August, Christmas and Spring Break, and any other days that school is not in session.

### **ARTICLE 16 – HOLIDAYS**

16:01 All employees shall have the following holidays at their regular rate of pay: New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, National Day for Truth and Reconciliation and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

16:02 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.

16:03 When any of the above noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement if it is a school holiday.

16:04 An employee who is not scheduled to work on the above holiday shall receive holiday pay equal to one day's pay plus time and one-half for any hours worked on that day.

16:05 When any of the above noted holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time mutually agreed upon with the Supervisor.

a) In addition to the above with reasonable notice to the principal, employees will be granted two (2) days (of their regularly scheduled shift), of paid personal leave per year. Employees may carry forward one day of personal leave to the following year.

b) Employees may not be allowed to take this leave on Professional Development days.

### **ARTICLE 17 – VACATIONS**

17:01 a) Employee shall earn vacation in accordance with their years of service as at their anniversary date as follows. All anniversary dates shall be grandfathered to June 30, 2009.

i) start date to the first full year of continuous service, 1.25 days earned per month

- ii) after completion of a full year of continuous service, three (3) weeks
  - iii) after completion of six (6) years of continuous service, four (4) weeks
  - iv) after completion of twelve (12) years of continuous service, five (5) weeks
  - v) after completion of twenty (20) years of continuous service, six (6) weeks
- b) Vacation days accumulated during a school year of July 1<sup>st</sup> to June 30<sup>th</sup> shall be taken during the following period of July 1<sup>st</sup> to June 30<sup>th</sup>.

17:02 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an extra day of vacation with pay to be added to the start or end of the vacation period taken.

## **ARTICLE 18 - SICK LEAVE PROVISIONS**

### 18:01 Sick Leave Defined

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 Workers Compensation Act. Sick leave is not payable for an injury received while gainfully employed at another job for which there is or would normally be eligibility for Workers Compensation benefits.

### 18:02 Amount of Sick Leave

Sick leave to be granted to regular employees and regular part-time employees on the following basis:

- 1 2/3 days per month for the first and second year of employment to a maximum of 20 days accumulation in each year.
- 3 days per month commencing the third year of employment and thereafter to a maximum of one hundred thirty (130) days.

An employee may regain any sick leave which they have used at the rate of 1 2/3 days per month in the 1st and 2nd year of employment and the rate of 3 days per month in the third year and thereafter to a maximum of one hundred thirty (130) days.

### 18:03 Deductions for Sick Leave

In any one year in which an employee has not had sick leave, or has had 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 18:01.

### 18:04 Proof of Illness

An employee will be required to produce a certificate from a duly qualified practitioner for any illness three (3) consecutive days, or longer, certifying that such employee is unable to

carry out their duties due to illness.

- 18:05 To be eligible for sick leave, custodians and cleaners must report to the Principal prior to 8:00 a.m. on the day they are unable to report for work due to illness and must also report prior to 8:00 a.m. on the day they are to return to work.
- 18:06 Employees returning to work following a lengthy illness may be asked to submit a doctor's certificate stating that the employee is able to return to their regular duties.
- 18:07 Suspected abuses of sick leave provisions will be investigated and proven instances will result in severe disciplinary action and may result in discharge.
- 18:08 If an employee is prevented from performing their regular duties with the Employer due to an occupational accident associated with their employment, and this accident is recognized by the Workers Compensation Act as compensable within the meaning of the Act, the Employer agrees to maintain its share of cost of the employees benefits as if they had remained on the job.
- 18:09 Where an employee qualified for sick leave, involving hospitalization during their period of vacation, there shall be no deduction from vacation credits for such absence providing proof of hospitalization is submitted. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.
- 18:10 Each employee shall be entitled to use up to five (5) days of accumulated sick leave per year to attend to the illness and injury or medical appointment of that employee's spouse, parents, children or dependents. In the case of child or dependent where both parents are employees within the scope of this agreement, both employees shall not have access to this provision concurrently, except where the said child or dependent is involved in an emergency illness or injury involving hospitalization.

#### **ARTICLE 19 - LEAVE OF ABSENCE**

- 19:01 An employee shall be granted up to five (5) days bereavement leave without loss of salary in the case of death of a father, mother, sister, brother, son, daughter, wife, husband, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparent, grandchild and other cases at the discretion of the Division.
- 19:02 One-half day leave may be granted upon request without loss of salary or wages to attend a funeral as pallbearer or mourner.
- 19:03 An employee may be granted leave of absence without pay if:
- a) they request it in writing from the Division, and
  - b) the leave is for good reason and does not interfere unduly with the operation of the Division. In emergency situations leave may be granted through verbal notification from the Division's representative.

19:04 An employee shall qualify for maternity leave after completion of the probationary period according to terms as set forth in the Employment Standards Act.

19:05 An employee shall be allowed the necessary time off with pay to process Canadian Citizenship Application, upon written request.

19:06 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections. If elected, the leave may be extended.

19:07 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievances and arbitration procedures.

19:08 Leave of Absence for Union Function

Upon request to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies.

The Board shall, if requested by the Union, continue to pay the employees during periods of leave of absence without pay as if they had remained at work. The Board will then bill the Union an amount equal to the employee's salary and benefits.

19:09 Pre-Retirement Leave

The list of employees below will be grandfathered into receiving the following benefits. The parties agree that no new employees will be added to the list.

The following list of employees who were hired prior to January 1, 1992, and who retire when they become 65 or in accordance with the provisions of the Employees Pension Plan shall be entitled to a paid pre-retirement leave of 45 days after 15 years of service and one additional day for each year of service in excess of 15 years.

Grandfathered employees:

D. Gray, T. Gray, Pearce, Reimer, Kentner, Carlson, Beard, Enns, Bowers, Sprott

If any of the above names are regular part-time employees, the following will apply to them. A regular part-time employee who is entitled to pre-retirement leave under this agreement shall receive a pro-rata share. This pay is to be based on the average pay of the last five (5) years of employment.

19:10 Adoption Leave

Where an employee applies for a leave of absence for a legal adoption he/she shall be granted leave in accordance with the Employment Standards Code.

19:11 When a member has been legally called to serve on a jury or to appear as a subpoenaed witness in court proceedings, the Division will continue to pay their salary during the time of such proceedings. Further to this, the member agrees to submit to the Division any wages received from the courts for their services while in court. The employee shall immediately notify the Division upon becoming aware of his/her requirement to attend court and will keep the Division informed of the anticipated absence and return date.

19:12 At the birth of his/her child, an employee shall be entitled to one (1) day leave of absence during the period of confinement at no loss of pay.

19:13 Compassionate Care Leave

All employees shall be entitled to Compassionate Care Leave in accordance with the *Employee Standards Code*.

19:14 All reference to “days” of leave within the collective agreement are based on the employees’ regular hours of work per day.

**ARTICLE 20 - JOB CLASSIFICATION & RECLASSIFICATION**

20:01 Job Description

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within 30 days.

20:02 No Elimination of Present Classification

Existing classification shall not be eliminated without prior agreement with the Union.

20:03 In the event that the School Division establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, the Employer shall within 30 days supply the Union with a new or revised job description covering the new or reclassified position and the Union and Employer will at a mutually agreed upon time commence negotiations for a new or revised rate of pay if applicable. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination.





**ARTICLE 21 – PAYDAYS**

- 21:01 a) The Employer shall pay bi-weekly wages in accordance with Schedule A.
- b) Employees laid-off at the end of the school term shall receive their pay on the following pay date after the lay-off date.
  
- 21:02 This collective agreement is fully applicable to all regular part-time or temporary employees performing jobs in the bargaining unit. All regular full-time and regular part-time employees shall receive the wage rates, conditions of employment and perquisite on a pro-rata basis according to their hours of work.

**ARTICLE 22 - SAFETY AND HEALTH**

- 22:01 The Union and the Employer shall co-operate in improving rules and practices which will provide adequate protection to employees.
  
- 22:02 All employees that require safety shoes will be reimbursed up to one hundred and fifty (150) dollars per school year with receipts. This includes both safety shoes and/or boots. Effective September 2016.
  
- 22:03 Due to the frequent occasions when those employees who are required to work in or around equipment that causes unusually severe wear and tear on employees personal clothing, the Division has agreed to supply coveralls on site according to the following schedule, effective September 2016

	Summer	Winter
Bus Garage-Killarney	2	2
Killarney School	2	2
Bus Garage-Boissevain	2	2
Boissevain School	2	2
Minto School	1	1

**ARTICLE 23 - JOB SECURITY**

23:01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, to any other plant, person, company, or non-unit employee, in such a manner that would deprive present employees of their employment.

#### **ARTICLE 24 - NEW EMPLOYEES**

24:01 The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and all employees must pay union dues by virtue of the Manitoba Labour Board, Certificate No. 2702 and 6148. The Employer further agrees to provide the new employee with the name of their Union Steward or Representative.

24:02 The Union shall notify the Secretary-Treasurer in writing of the names of its Stewards and representatives.

#### **ARTICLE 25 - BULLETIN BOARDS**

25:01 The Union shall have the right to use Division bulletin boards, with due regard to other users, for the purpose of posting notices of interest to the employees.

#### **ARTICLE 26 - BENEFIT PLANS**

26:01 Employees shall be eligible to participate in the following benefit plans under the terms and conditions of such plans or as they may be amended from time to time by the trustees of that plan:

- The Manitoba Public Schools Employees Group Life Plan
- Manitoba School Boards' Association (M.S.B.A.) Non-Teaching Employees Pension Plan.

It is understood between the parties that the employees are responsible for and will continue to be responsible for their portion of all premiums that are currently being paid by such employees.

#### **ARTICLE 27 - INTERPRETATION**

27:01 In this Agreement, unless the context otherwise requires, the expression "employee" signifies a person who is employed by the Division within the scope of this Agreement:

- a) "regular full-time employee" means an employee who works the full prescribed hours of work per week;
- b) "regular 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;
- c) "casual employee" means an employee who is employed on an irregular and unscheduled basis. A casual employee is not covered by this Agreement. However, the employer agrees to pay not less than the start rate of the position to which the person is assigned.
- d) "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 specified event.
- e) Where the singular or the masculine expression are used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context so admits

or requires and the converse shall hold as applicable.

## **ARTICLE 28 - TERM OF AGREEMENT**

28:01 This Agreement shall remain in full force and effect and be binding on the parties hereto commencing on July 1, 2019 and up to and including June 30, 2023 and shall continue from year to year thereafter subject to revision upon notice being given as hereinafter provided.

28:02 If either party to this agreement desires to renew, revise or terminate this agreement, then not less than thirty (30) days or more than ninety (90) days prior to the expiry date such party shall give written notice to the other party of their intent. Should either party deem it necessary to negotiate changes during the term of this agreement such changes may be made by mutual agreement and shall be covered by letters of understanding.

## **ARTICLE 29 – STORM DAYS**

### 29:01 Inclement Weather

In all circumstances where schools are open, employees must make reasonable effort to attend at their school or work site. If, however, due to inclement weather and related travel conditions, an employee is unable to attend, the employee will not be deducted salary for the absence provided that the employee notifies their immediate supervisor or designate that they cannot attend and,

- a) the RCMP has closed the highway(s) within the Division on the employee's normal route to work; and
- b) the School Division has cancelled buses and/or classes or closed schools and work sites.

For clarification purposes the following will be adhered to in relation to the above:

If the buses are cancelled and the schools are open the following process will be utilized:

- a) Those support staff who live out of town can choose to attend school or stay home for safety reasons. This decision is to be made by the support staff. If the support staff chooses to stay home, he/she must notify the school administration of their decision.
- b) All support staff who live in town are expected to attend school. If the support staff chooses to stay home, he/she must notify the school administration and take a leave for absence for that day, which may include banked time if the employee has scheduled days off to trade.

**IN WITNESS WHEREOF** the parties have caused these presents to be executed this 26<sup>th</sup> day of October, 2021.

SIGNED ON BEHALF OF  
TURTLE MOUNTAIN SCHOOL DIVISION

Shirley Highfield  
Board Chair

[Signature]  
Secretary-Treasurer

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1719

[Signature]  
President, CUPE Local 1719

T. Silani  
CUPE National Representative

**SCHEDULE A**

<b>SECRETARY</b>	<b>Jul-19 1.60%</b>	<b>Jul-20 1.40%</b>	<b>Jul-21 0.50%</b>	<b>Jul-22 Cola (TBD)</b>
start	19.51	19.78	19.88	
1st	19.95	20.23	20.33	
2nd	20.48	20.77	20.87	
<b>LIBRARIAN</b>				
start	19.51	19.78	19.88	
1st	19.95	20.23	20.33	
2nd	20.48	20.77	20.87	
<b>OFFICE ASSISTANT</b>	16.38	16.61	16.69	

<b>CUSTODIANS</b>	<b>Jul-19 1.60%</b>	<b>Jul-20 1.40%</b>	<b>Jul-21 0.50%</b>	<b>Jul-22 (TBD)</b>
Class 1	22.71	23.03	23.15	
Class 1 & Power Engineering	25.04	25.39	25.52	
Class 2	21.17	21.47	21.58	
Class 3				
Start	19.70	19.98	20.08	
6 months	19.95	20.23	20.33	
1 <sup>st</sup> year	20.29	20.57	20.67	
2 <sup>nd</sup> year	20.57	20.86	20.96	
3 <sup>rd</sup> year	20.85	21.14	21.25	
Class 4	16.75	16.98	17.06	

**Custodian with Class 5 Power Engineer Certificate (with certificate) – Increase of \$2.00 per hour on scale.**

<b>BUS GARAGE</b>	<b>Jul-19 1.60%</b>	<b>Jul-20 1.40%</b>	<b>Jul-21 0.50%</b>	<b>Jul-22 (TBD)</b>
Supervisor	27.08	27.46	27.60	
Mechanic	25.04	25.39	25.52	
Mechanic with Journeyman Certificate	26.01	26.37	26.50	
1st year	28.41	28.81	28.95	
2nd year	31.03	31.46	31.62	

*Handwritten initials and signature*  
PS

<b>FOOD SERVICES</b>	<b>Jul-19</b>	<b>Jul-20</b>	<b>Jul-21</b>	<b>Jul-22</b>
	<b>1.60%</b>	<b>1.40%</b>	<b>0.50%</b>	<b>(TBD)</b>
Food Service Worker I	18.50	18.76	18.85	
Food Service Worker II	16.75	16.98	17.06	

<b>ALLOWANCES</b>	<b>Jul-19</b>	<b>Jul-20</b>	<b>Jul-21</b>	<b>Jul-22</b>
	<b>1.60%</b>	<b>1.40%</b>	<b>0.50%</b>	<b>(TBD)</b>
Heat System/per annum in December	1,186.22	1,202.83	1,208.84	
Boiler Mechanics	6,190.23	6,276.89	6,308.27	
Fireman's Papers	104.19	105.65	106.18	

*[Handwritten signature]*  
*[Handwritten initials]*  
 J. P. S.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**TURTLE MOUNTAIN SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1719  
(Secretaries, Librarians, Custodians, Mechanics & Maintenance)**

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**RE: INDEMNIFICATION**

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The Employer has purchased and will maintain insurance coverage to provide its employees protection as follows:

The Employer shall indemnify and save harmless all employees from legal liability for bodily injury or property damage, including protection in the event of claims arising from the administration, of "medical-type" services, in an emergency type situation. This clause shall apply whether or not a teacher/administrator is present or is directing the administration, providing that the employee is acting within the best interest of the person involved.

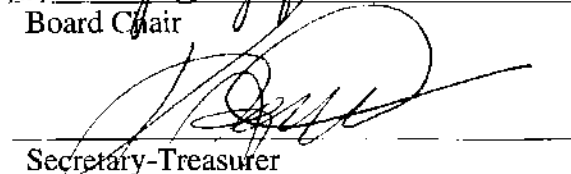
The Employer will provide legal defense costs and where the interest of the employer and employee(s) are not synonymous; the employee(s) will be entitled to receive independent legal defense(s) at no cost to the employee.

IN WITNESS WHEREOF THE PARTIES HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING


DATED this 26<sup>th</sup> day of October, 2021.

SIGNED ON BEHALF OF  
TURTLE MOUNTAIN SCHOOL DIVISION

  
Board Chair

  
Secretary-Treasurer

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1719

  
President, CUPE Local 1719

  
CUPE National Representative

**LETTER OF UNDERSTANDING**

**BETWEEN**

**TURTLE MOUNTAIN SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1719  
(Secretaries, Librarians, Custodians, Mechanics & Maintenance)**

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**RE: PENSION PLAN CONSULTATION**


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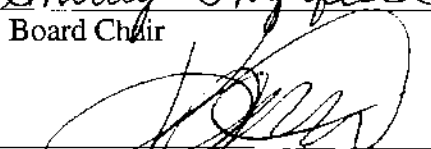
Turtle Mountain School Division and CUPE Local 1719 agree to undertake discussions regarding the differences between the MSBA and MEBP Pension Plans within the duration of this collective agreement.

IN WITNESS WHEREOF THE PARTIES HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING

DATED this 26<sup>th</sup> day of October, 2021.

SIGNED ON BEHALF OF  
TURTLE MOUNTAIN SCHOOL DIVISION

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Secretary-Treasurer

SIGNED ON BEHALF OF  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1719

  
\_\_\_\_\_  
President, CUPE Local 1719

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