

# COLLECTIVE AGREEMENT

BETWEEN:

**CUPE** / *Canadian Union  
of Public Employees*

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1897

- AND -

TURTLE RIVER SCHOOL DIVISION

***TERM OF AGREEMENT:***

**JANUARY 1, 2023 TO DECEMBER 31, 2027**

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## PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and set conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- 3) To encourage efficiency in operation and through a process of collective bargaining maintain the principle that resources must be managed efficiently and effectively;
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

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

## ARTICLE 1 – SCOPE OF THE AGREEMENT

- 101 This Agreement shall be applicable to all employees covered by the Manitoba Labour Board Certificate No. 4847 as per Schedule "A," "B," "C," "D," and "E" with exception of those employees who are engaged by the Board under the provisions of employment creation or employment incentive programs or under the terms of a specifically funded short term program.

## ARTICLE 2 – DURATION OF AGREEMENT

- 201 This Agreement shall be binding and in effect from January 1, **2023**, until December 31, **2027**, and shall continue in effect from year to year thereafter unless terminated or renewed as hereinafter provided.
- 202 If either party to this Agreement desires to **amend, add to, terminate or negotiate a new agreement**, such party shall give written notice to the other party of their intent, together with the related particulars, not less than thirty (30) days nor more than sixty (60) days prior to the expiry date.

- 203 Only those matters referred to in the said particulars shall be open for negotiations, unless otherwise mutually agreed upon.
- 204 Within twenty-one (21) calendar days following receipt of the written notice, the party receiving the notice shall be prepared to commence negotiations and shall so notify the other party.
- 205 Should either party deem it necessary to negotiate changes during the term of the agreement, such changes may be made by mutual agreement and shall be covered by letter of understanding.
- 206 No part of this agreement shall have a retroactive effect except for wage increases, unless specifically so provided.

### **ARTICLE 3 – UNION DUES**

- 301 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership, as established by the Union. The Division shall deduct Union dues for all hours worked by substitutes and casuals for replacement of Union members.
- 302 The Division shall remit said dues to the Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following.
- 303 The Union agrees to and does hereby indemnify and save the Board harmless from all claims, demands, action, and the proceedings of any kind and from all costs which may arise or be taken against the Board making the compulsory check off of Union dues as provided for above.

### **ARTICLE 4 – PROBATIONARY PERIOD**

- 401 All newly hired support staff shall be placed on a probation period **of three (3) working months**. Before the end of the three (3) month probation period the immediate Supervisor shall make a recommendation to the Secretary-Treasurer whether the employee shall:
- a) be taken off probation,
  - b) be retained on probation, for a further three **(3)** month period,
  - c) be dismissed.

402 Probationary employees shall be entitled to all rights and privileges of this agreement except that they shall not have recourse through the Grievance Procedure for suspension or discharge.

403 If the successful applicant to a position is internal, the employee shall be placed on a trial period of three (3) months. The trial period can be extended an additional three (3) months by the Division or the employee. If the additional three (3) months is required by either party, they must notify the other party in writing two (2) weeks prior to the conclusion of **their** first three (3) months, along with the reason for the extension. Conditional on satisfactory service, the employee shall be declared permanent after the conclusion of the trial period.

In the event the employee proves unsatisfactory in the position or if the employee finds **themselves** unable to perform the duties of the position during the trial period or the employee is unable to perform the duties of the position, **they** shall be returned to **their** former position without loss of seniority, wage or salary rate.

If the employee finds **themselves** unable to perform the duties of the new position during the trial period, within the first month, the employee shall provide two (2) weeks' written notice of their intentions to move back. The employee will move back in two (2) weeks unless the parties mutually agree otherwise.

Any other employees promoted or transferred because of the trial period shall revert to their former position without loss of seniority and with no recourse to the grievance and arbitration procedures.

#### **ARTICLE 5 – NO DISCRIMINATION**

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

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

#### **ARTICLE 6 – SENIORITY**

601 Seniority is defined as the number of years of continuous service (excluding overtime) with the Board and shall be a factor in determining preference or priority for promotions, transfers, demotions, layoffs, or recalls if qualifications, skills, and abilities are equal. Seniority shall not be accrued by casual or substitute employees.

Upon completion of the probationary period, seniority shall be retroactive to the commencement date of employment as provided in Article 401.

602

- a) An employee's seniority shall be maintained and accumulated during:
  - i) any absence due to illness or accident covered by Worker's Compensation or the employee's accumulated sick leave credits;
  - ii) any authorized leave of absence up to sixty (60) calendar days;
  - iii) the statutory period of absence for maternity/parental leave as provided in *The Employment Standards Code*.
  - iv) **leaves approved as per Articles 1205 and 1206; Union business.**
  
- b) An employee's seniority shall be maintained but not accumulated during:
  - i) an authorized leave of absence in excess of sixty (60) calendar days but less than one (1) year;
  - ii) a period of layoff up to two (2) years.
  
- c) An employee's seniority shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
  - i) **they are** laid off for a period longer than two (2) years;
  - ii) **they**, following a layoff, fail to report for duty within eight (8) calendar days after notification by registered mail to **their** last known address. The onus is on the employee to inform the Employer of **their** current address.
  - iii) **they are** on unpaid leave of absence longer than one (1) year;
  - iv) **they are** discharged and not reinstated,
  - v) **they** resign in writing;

- vi) **they** fail to report for duty without valid reason at the termination of leave of absence, vacation or suspension.

603 In the event of layoff, employees shall be laid off in the reverse order of their bargaining unit seniority and shall be paid for one (1) pay period in lieu of notice.

604 The Union shall be provided each year with one (1) copy of the seniority list, during the month of January. Those employees laid off after the date of signing of this agreement will be recalled in order of their seniority.

An employee shall have the right to decline recall with no effect on their status on the employment list if the recall is to a position that is farther from their place of residence than their previous position.

#### **ARTICLE 7 – HOURS OF WORK**

701 The regular daily hours of work for all employees covered under Article 101 of this agreement shall be up to eight (8) hours per day. Permanent bus drivers shall work those hours required to properly service their route and to maintain the cleanliness and safety of the bus.

Full-time Education Assistants shall work six (6) hours per day.

#### **ARTICLE 8 – OVERTIME**

801 All hours worked in excess of eight (8) hours per day will be paid at one and one-half times (1½ x) an employee's regular hourly rate.

Hours spent sleeping or after the conclusion of school activities for the day, while on overnight trips shall not be considered as hours worked.

802 Callouts

Employees called out, in the case of an emergency, shall be paid a minimum of two (2) hours at time and one-half (1½ x). Subject to approval of the Division, compensating time off in lieu may be given. Such compensatory time off, if approved, shall be required to be taken within one (1) month of earning same and being taken at times as may be mutually agreed.

**ARTICLE 9 – STATUTORY HOLIDAYS**

901 All employees shall have the following holidays off at their regular rate of pay provided they are listed as “active” on the payroll:

New Year’s Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
<b>Terry Fox Day</b>	Boxing Day
Louis Riel Day	<b>Orange Shirt Day (National Day for Truth and Reconciliation) (effective 2024)</b>

and any other statutory holiday as proclaimed by the Province of Manitoba, the Government of Canada, and the School Board, as approved by the Department of Education.

902 Employees who work on a statutory holiday who qualify to be paid for the statutory holiday will be paid their regular rate of pay, and in addition to that, one and one-half times (1½ x) their regular rate of pay for all hours worked on the statutory holiday.

903 Employees who do not qualify to be paid for the statutory holiday but work on that day will be paid one and one-half times (1½ x) their regular rate of pay.

**ARTICLE 10 – VACATION**

1001 Effective January 1, 1998, all employees shall receive the following vacation pay:

- a) All employees with four (4) years or less of continuous service shall receive two (2) weeks paid vacation or four percent (4%);
- b) After four (4) years of continuous service employees shall receive three (3) weeks paid vacation or six percent (6%);
- c) After ten (10) years of continuous employment employees shall receive four (4) weeks paid vacation or eight percent (8%);
- d) After fifteen (15) years of continuous employment employees shall receive five (5) weeks paid vacation or ten percent (10%);

- e) After twenty-five (25) years of continuous employment employees shall receive six (6) weeks paid vacation or twelve percent (12%).

**ARTICLE 11 – SICK LEAVE**

1101 Employees covered by this agreement shall accumulate entitlement for sick leave at the rate of one (1) day for every nine (9) days worked. Sick days taken shall not accrue sick leave. Sick Leave shall not be accrued by casual or substitute employees.

**Sick leave is provided for the sole purpose of insuring an income to the employee during periods of illness or medical practitioner appointments.**

1102 Accrued sick leave credits shall be carried forward from year to year as follows:

Effective Date	Maximum Accumulation
Fall Term <b>2024</b>	<b>One hundred twenty-four (124) days</b>

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

1103 The maximum sick leave credit, as referred to in Article 1102 shall be reduced by the total number of working days taken as sick leave in the preceding one (1) year period. Sick days do not accrue sick leave.

1104 An employee may be required to produce a certificate from a duly qualified physician, who may be appointed by the Board, certifying that the employee was unable to carry out **their** duties due to illness.

1105 The Board, in its discretion, may grant sick leave for a period in excess of the provisions of the Article.

1106 Employees shall submit to a medical examination by a Board-designated medical practitioner, at the request of the Board, if such examinations are required as a condition of the continued employment. The costs for such medical examinations shall be borne by the Board.

1107 The Employer shall provide **all employees an up-to-date** statement once per year by **the end of September**. **This statement shall include information** indicating the accrual of sick leave and usage **as of the end of the previous school year**.

1108 Sick leave is not payable to an employee:

- a) who is engaged in an employment for a wage or profit, during any period for which **they** claim benefits under the sick leave plan;
- b) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving benefits under a provincial insurance plan;
- c) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury;
- d) ill or injured during a strike or lockout, if that illness or injury commences during the strike or lockout. The right to benefits is reinstated at the end of the strike or lockout;

1109 It is the responsibility of the employee to notify their Supervisor before taking leave.

## **ARTICLE 12 – LEAVE OF ABSENCE**

1201 Bereavement Leave

- a) An employee shall be granted five (5) days leave without loss of salary in the case of death of a father, mother, sister, brother, **step-sister, step-brother**, son, daughter, spouse, father-in-law, stepfather, mother-in-law, stepmother, daughter-in-law, sister-in-law, son-in-law, brother-in-law, step child, grandparents, or grandchild.

**Leave beyond this amount and those listed above may be granted at the discretion of the Superintendent or designate with or without pay.**

- b) **In the case of death, as outlined above, the applicable day(s) shall be taken on the next subsequent scheduled working days for the employee following the death and request for bereavement leave.**

**Upon request, immediately after the death, the employee can request to retain up to one (1) day (from the cumulative applicable days) to be used at a later date, to attend a funeral and/or burial and/or formal service which is scheduled to happen subsequent to the initial mourning period.**

**It is understood that bereavement time is not applicable to employees on layoff, but if a death occurs during those time periods, the employee can request the retained day for future use during the school year if applicable.**

1202 Family Medical Leave

Effective date of Union ratification, each employee shall be entitled to use up to **five (5)** days of accumulated sick leave per school year to attend to the illness, injury, or medical appointments of **their** immediate family including the spouse, children, foster-children or parents of the employee or spouse. Where such cases occur and both parents of a particular child are employees within the scope of this agreement, both parents may not access the provision of this article concurrently.

Every effort shall be made to schedule medical appointments outside of school hours.

1203 Leave in excess of the days outlined above may be granted at the discretion of the Board with or without pay. It is the responsibility of all employees to notify the Board prior to taking such leave.

1204 Pallbearer Duty

An employee shall be granted one (1) day leave of absence without loss of salary to attend a funeral as an active **physical pallbearer, urnbearer, or eulogist.**

1205 Short-Term Leave for Union Business

Leave of absence without pay and without loss of seniority may be granted, upon request to the Board, to an employee transacting union business. Such leave shall not exceed five (5) days per school year for such Executive member and one extra designated member.

On request by the Union, the Board shall, during the period of leave of absence, continue to pay the employee(s) as if **they were** at work. **The Employer shall invoice the Union for any and all costs (wages, benefit premiums, statutory deductions/remittances, etc.) associated**

with such leave. The Union agrees to reimburse the Employer for all costs as invoiced.

1206 Long-Term Leave for Union Business

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, may be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) full school year (September to June). Such leave shall be limited to one (1) employee at any given period of time.

Requests (initial or renewals) shall be made in writing no later than the April 30<sup>th</sup> preceding the commencement of such leave.

On request by the Union, the Board shall, during the period of leave of absence, continue to pay the employee as if they were at work. The Employer shall invoice the Union for any and all costs (wages, benefit premiums, statutory deductions/remittances, etc.) associated with such leave. The Union agrees to reimburse the Employer for all costs as invoiced.

Should the employee who is on leave be unable to fulfill the union duties and be unable to return to their position as a result of medical needs, the Union shall maintain reimbursement to the Employer up to the end of the period of leave or the exhaustion of sick credits, whichever is shorter.

Should the Union elect to replace the employee, they shall be required to reimburse the Employer for all costs as stated above.

1207 The Board shall grant a further sixty (60) days extension of maternity leave if the employee and a medical practitioner feel that it is in the best interest of the employee's health.

1208 It shall be the responsibility of the employee to notify the Board, in writing, at least two (2) weeks prior to resumption of work following the maternity leave.

1209 Leave of Absence Without Pay

The Board may grant, at its discretion, a leave of absence without pay to any employee requesting such leave in writing, for good and sufficient reasons. **Seniority impacts shall be as per Article 602 a) and b).**

1210 Jury or Court Witness Duty

When a regular employee is absent from work to perform jury service or to testify as a crown subpoenaed witness, or in **their** capacity as a Division employee, the Division will pay **their** regular rate of pay for each hour **they** would have worked had **they** not been on jury duty, provided however, any jury fees, or as a witness, any witness fees received by **them** for performing such service or giving such evidence is submitted to the Division. The employee shall immediately notify the Division upon becoming aware of **their** requirement to attend at court.

1211 Compassionate Care

Employees are entitled to Compassionate Care Leave as per *The Employment Standards Code*.

1212 Employment Standards Code Leaves

**The Board shall grant leaves of absence as per the provisions contained within *The Employment Standards Code*. Such leaves shall include, but not be limited to:**

- **Maternity, parental or adoptive leave**
- **Compassionate care leave**
- **Interpersonal violence Leave**
- **Citizenship ceremony**
- **Critical illness**
- **Organ donation**
- **Long-term leave for serious injury or illness**

**Additional information on leaves as per *The Employment Standards Code* can be accessed by following this link:**

<https://www.gov.mb.ca/labour/standards/doc,unpaid-leave,factsheet.html>

**ARTICLE 13 – COMMITTEES AND MEETINGS**

1301 The Union shall notify the Board in writing, as to the names of the Union members on the Bargaining and Grievance Committees.

1302 The Grievance Committee, which may be the same as the Bargaining Committee, shall not exceed four (4) Union members.

1303 The Union shall have the right to representation by the Canadian Union of Public Employees and/or legal counsel.

1304 School Division employee representatives on the Bargaining Committee who meet with Board Representatives during working hours for the purpose of negotiations or settlement of a grievance or arbitration will not incur loss of remuneration.

1305 **The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Division.**

**When such assistance is required to address a matter arising out of this Collective Agreement, the following shall occur:**

- a) **The local Union representative(s) must obtain advance permission to be absent from their duties;**
- b) **If a representative of the Canadian Union of Public Employees will be in attendance at a meeting, the Local shall provide advance notice to the Employer.**

1306 a) **All correspondence between the parties, arising out of this agreement, shall pass to and from the Superintendent of the Division and the President of the Local or designate.**

b) **A copy of any correspondence between the Employer, or their designate, and any employee in the bargaining unit, pertaining to matters of discipline shall be forwarded to the President of the Union or their designate.**

1307 **Labour-Management Committee**

**A Labour-Management Committee shall be established consisting of a maximum of three (3) representatives of the Employer and a maximum of three (3) representatives of the Union.**

**The Committee shall meet as required for the purpose of discussing issues relating to the workplace which affect the parties. The sides shall endeavour to meet within twenty-one (21) days of a request by either party to meet.**

**The parties agree to share relevant information regarding the issues at least five (5) working days in advance of the meeting.**

**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 or the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Employees appointed by and acting on behalf of the Union at these meetings shall receive basic pay for time spent at Labour-Management Committee meetings.

## ARTICLE 14 – GRIEVANCES

### 1401 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement. Casual or substitute employees shall not have recourse through the Grievance Procedure.

### 1402 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

All grievances must be submitted in the manner hereafter provided within ten (10) working days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference.

Prior to filing a grievance, the parties concerned shall seek to settle the dispute through informal discussions with their immediate supervisors prior to filing their dispute with the Union.

Step 1 – If the Grievance Committee of the **local officers** considers the grievance to be justified, the written grievance stating the particulars and the redress sought shall be submitted to the **immediate Supervisor** within ten (10) working days. The **immediate Supervisor** shall render **their** decision within ten (10) working days after receipt of such notice.

Step 2 – Failing settlement being reached in Step 1, the **Union** will submit the written grievance to the **Secretary-Treasurer or Superintendent** within **ten (10)** working days of the receipt of the **immediate Supervisor's** decision. The **Secretary-Treasurer or Superintendent** shall render **their** decision within **ten (10)** working days, **after receipt of such notice**.

**Step 3** – Failing settlement being reached in Step 2, the **Union** will submit the written grievance to the Board of Trustees within **twenty (20) working days** of the receipt of the Secretary-Treasurer's or Superintendent's decision. The Board shall render **their** decision within **twenty (20)** working days, after the next regularly scheduled Board meeting.

**Step 4** – Failing a satisfactory settlement being reached in Step 3, the Union within **twenty (20)** working days of receipt of the Board's decision may refer the dispute to arbitration by written notice to the Board.

1403 Replies to grievances shall be in writing at all stages. In cases of discharge or suspension, Step 1 of the grievance procedure may be bypassed.

1404 Grievances settled satisfactorily within the time allowed shall date from the time of the incident.

1405 The time limits specified in 1402 above may be extended by consent of the parties to this Agreement in writing. Failure on the part of the grievor to comply with the time limits as set forth or as subsequently extended by mutual agreement shall result in the grievance being deemed to have been abandoned and all rights or recourse to the grievance and arbitration procedures shall be at an end.

In the event of the failure of the Employer to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement, the employee or Grievance Committee may advance the grievance to the following step in the grievance procedure outlined above.

1406 The arbitration procedure shall be in accordance with the provisions of *The Labour Relations Act* of Manitoba. In no event shall the Board of Arbitration alter, modify, or amend this agreement. Nothing herein shall prohibit the parties from agreeing to a single arbitrator. If the parties so agree, the provisions of *The Labour Relations Act* relating to an Arbitration Board shall apply mutatis mutandis, to the single arbitrator. Agreement on the appointment of a single arbitrator shall be reached within ten (10) working days following Step 4.

## **ARTICLE 15 – JOB DESCRIPTIONS**

1501 The Board agrees to prepare job descriptions of those positions for which the Union is the bargaining agent.

1502 The Division agrees to prepare a new job description whenever a new classification is created or whenever the duties of a classification change.

All job descriptions shall be presented to the Union for discussion. The Union shall notify the Board within twenty (20) days of any suggested changes.

1503 When a new classification within the scope of this agreement not covered in Schedule "A," "B," "C," "D," and "E" is established during the term of this agreement, the classification and/or rate of pay shall be subject to negotiations between the Employer and the Union. The Employer shall have the right to temporarily establish a rate of pay until the regular rate of pay for the new classification(s) have been agreed upon. If the parties are unable to agree on the classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.

If the new classification is established within eighteen (18) months prior to the expiry of the Collective Agreement, and the Employer and the Union cannot reach an agreement on the rate of pay, then the parties agree to resolve the matter in collective bargaining. Should the result be an increase to the classification, the affected employee(s) will receive full retroactive pay to the date of the implementation of the new classification.

#### **ARTICLE 16 – MANAGEMENT RIGHTS**

1601 Subject to the provisions of the Agreement, the operation of the schools and direction of the staff covered by Certificate No.4847 including the right to hire, suspend or discharge for cause, to assign to jobs, to classify, to promote, to transfer for cause employees among the schools, to increase, decrease or re-organize 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 the Article in a discriminatory manner.

The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division.

#### **ARTICLE 17 – TRAINING PROGRAM**

1701 Employees required by the Board to take any mandatory training course outside the school division shall be compensated according to Board policy if they use their own vehicle.

**1702      Training / Professional Development**

**The work year for Education Assistants and Librarians shall include the first administration day immediately prior to or subsequent to the start of the fall term and one (1) additional paid development day.**

**The Division shall further determine and provide on-the-job training as needed for employees of the Division in areas which are directly related to their positions.**

**Employees shall be paid for any additional professional development or training days required and scheduled by the Division.**

**Employees shall be required to attend as scheduled. Necessary PD and training days shall be scheduled and notice given as far in advance as practicable.**

**ARTICLE 18 – PAYMENT OF MEAL PERIODS**

1801      Bus drivers required to spend their mealtime away from home shall be compensated per Board policy subject to submitting a receipt.

1802      Bus drivers who are specifically instructed by the Board, in writing, to leave their bus in town between morning and afternoon route trips and who are not otherwise employed in said town, shall be compensated as follows:

<b>January 1, 2023</b>	<b>\$13.01</b>
<b>January 1, 2024</b>	<b>\$13.36</b>
<b>January 1, 2025</b>	<b>\$13.73</b>
<b>January 1, 2026</b>	<b>\$14.14</b>
<b>January 1, 2027</b>	<b>\$14.50</b>

**ARTICLE 19 – WAGES**

1901      The Board shall pay salaries in accordance with Schedule "A," "B," "C," "D," and "E" as attached hereto and forming part of this agreement.

1902      A bus driver required by the Division to make **their** bus available for servicing will be paid the current extra-curricular rate per hour for the combination of driving time and waiting time while the bus is being serviced.

1903 Salary for Head Custodians and Custodians shall be deemed to include regular heating checks.

1904 Temporary Assignment Duty

Employees shall be paid the higher rate of pay when assigned by their supervisor to a higher position where such assignment is for three (3) full days or longer.

1905 Payment of Salary:

The Division shall pay wages semi-monthly, in accordance with Schedule "A," "B," "C," "D," and "E," of the Agreement. Payments shall be made on the fifteenth (15<sup>th</sup>) and last working day of each month. If a pay date falls on a holiday or weekend, payment shall be made on the last working day immediately prior to the holiday or weekend. Payment of wages shall be by way of Automatic Bank Deposit and each employee shall supply to the Division a void cheque drawn on the account to which the deposit is to be made.

1906 Casual Increment Steps

**Casual employees shall advance up the wage scale to subsequent steps after fulfilling the equivalent of one (1) year of full-time hours to the position in which they are acting as a Casual. This provision shall be effective September 1, 2024, and will be applied as follows:**

<b>Classification</b>	<b>Advancement</b>
<b>12-month, 8 hours per day</b>	<b>After completion of 2080 hours</b>
<b>10-month, 8 hours per day</b>	<b>After completion of 1552 hours</b>
<b>10-month, 6 hours per day</b>	<b>After completion of 1164 hours</b>

**Hours accumulated in a particular classification shall not be applied towards filling the one (1) year equivalent in another.**

1907 Service Recognition

**When an employee who has worked at least three (3) full, complete and consecutive school years and changes job classification to a wage grid with the same rate of pay, such as an Education Assistant to a Librarian, their rate of pay shall stay the same upon completion of the trial period. When change of classification includes a different wage grid at a higher rate, that employee shall move to the step closest but higher to their current increment on the new wage grid. When the change of classification includes moving to a position at a**

lower rate, the employee shall move to the increment step closest to their current rate of pay on the new wage grid.

**ARTICLE 20 – WORKPLACE SAFETY & HEALTH COMMITTEE**

2001 The Division and Union recognize the duties and responsibilities of the Employer, Supervisors, and employees under *The Workplace Safety and Health Act* and regulations thereto. Further, the Division and the Union acknowledge *The Workplace Safety and Health Act* contains specific provisions which cover the roles and responsibilities of workplace committees and agree to work cooperatively within this legislated mandate.

**ARTICLE 21 – GROUP LIFE / PENSION PLAN**

2101 Group Insurance

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

2102 Pension Plan


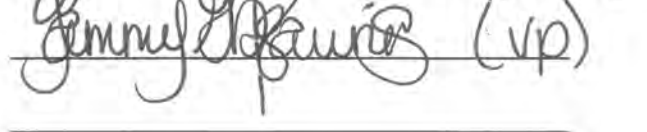
All employees covered by the agreement shall be eligible to enroll in the Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba according to the terms and conditions of the Plan text.

IN WITNESS WHEREOF the parties to this Collective Agreement have hereunto set their hands and seals this 9<sup>th</sup> day of June, 2025.

**ON BEHALF OF THE EMPLOYER:  
TURTLE RIVER SCHOOL DIVISION**


**ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1897**

**LOCAL 1897  
TURTLE RIVER SCHOOL DIVISION**

**SCHEDULE "A"**

Employees shall receive a guaranteed monthly income [on a ten (10) month basis] as follows:

	January 1 2023	January 1 2024	January 1 2025	January 1 2026	January 1 2027
	3.30%	2.75%	2.75%	3.00%	2.50%
Market Adjustment	-	-	\$40.00	\$40.00	\$40.00

<b>BUS DRIVERS</b>					
0-100 kilometres	1,553.90	1,596.63	1,680.54	1,770.96	1,855.23
101-150 kilometres	1,694.32	1,740.91	1,828.78	1,923.65	2,011.74
151-200 kilometres	1,740.07	1,787.92	1,877.09	1,973.40	2,062.74
201-250 kilometres	1,785.93	1,835.05	1,925.51	2,023.28	2,113.86
251-300 kilometres	1,822.53	1,872.65	1,964.15	2,063.07	2,154.65
300-351 kilometres	1,865.52	1,916.82	2,009.53	2,109.82	2,202.56

Extra-curricular trip rate (per hour) <i>(effective April 22, 2025)</i>	<b>\$20.00</b>
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Bus Driver Instructor shall be paid two dollars (\$2.00) per hour over the extra-curricular rate of pay when such training is provided.

Bus drivers with changes in route mileage of greater than ten (10) kilometres or less than ten (10) kilometres, between existing salary categories and who have driven the new route mileage for twelve (12) consecutive driving days or more shall have their salary adjusted to the new salary classification effective the thirteenth (13<sup>th</sup>) day of driving in the revised mileage category.

**20-Year Step**

**A 20-year step shall be two percent (2%) above the top of scale for each classification.**

Bus Driver Wheelchair Allowance

Bus Drivers who drive a wheelchair bus and transport students who are confined to a wheelchair, shall be paid an additional **amount per day as follows (prorated fifty percent [50%] for a child transported only in the morning or afternoon):**

<b>January 1, 2024</b>	<b>\$5.50</b>
<b>January 1, 2025</b>	<b>\$5.56</b>
<b>January 1, 2026</b>	<b>\$5.82</b>
<b>January 1, 2027</b>	<b>\$5.96</b>

**LOCAL 1897  
TURTLE RIVER SCHOOL DIVISION**

**SCHEDULE "B"**

*All amounts below are per hour:*

	January 1 2023	January 1 2024	January 1 2025	January 1 2026	January 1 2027
	3.30%	2.75%	2.75%	3.00%	2.50%
Market Adjustment	-	-	\$0.50	\$0.50	\$0.50

<b>HEAD CUSTODIAN</b>					
Year 1	19.65	20.19	21.24	22.38	23.44
Start Year 2	19.99	20.54	21.60	22.75	23.82
Start Year 3	20.43	20.99	22.07	23.23	24.32
Start Year 20	-	-	22.51	23.70	24.80

<b>CUSTODIAN</b>					
Year 1	18.02	18.51	19.52	20.61	21.62
Start Year 2	18.38	18.88	19.90	21.00	22.02
Start Year 3	18.78	19.30	20.33	21.44	22.47
Start Year 20	-	-	20.73	21.87	22.92

<b>CLEANER</b>					
Year 1	16.37	16.82	17.79	18.82	19.79
Start Year 2	16.74	17.21	18.18	19.22	20.20
Start Year 3	17.13	17.60	18.58	19.64	20.63
Start Year 20	-	-	18.95	20.03	21.04

Hours worked for custodial staff for each school will be dictated by the custodial services formula in Division Policy and Transportation/Maintenance Supervisor decisions concerning job classifications.

Increments are payable commencing the month following the anniversary date of employment.

**LOCAL 1897  
TURTLE RIVER SCHOOL DIVISION**

**SCHEDULE "C"**

*All amounts below are per hour:*

	January 1 2023	January 1 2024	January 1 2025	January 1 2026	January 1 2027
	3.30%	2.75%	2.75%	3.00%	2.50%
Market Adjustment	-	-	\$0.50	\$0.50	\$0.50

<b>QUALIFIED MECHANIC</b>					
Year 1	31.33	32.19	33.58	35.09	36.46
Start Year 2	32.34	33.23	34.65	36.19	37.59
Start Year 3	33.33	34.25	35.69	37.26	38.70
Start Year 20	-	-	36.41	38.01	39.47

<b>MECHANIC HELPER</b>					
Year 1	17.04	17.51	18.49	19.55	20.54
Start Year 2	17.83	18.32	19.32	20.40	21.41
Start Year 3	18.64	19.15	20.17	21.28	22.31
Start Year 20	-	-	20.58	21.71	22.76

Increments are payable commencing the month following the anniversary date of employment.

**TOOL REQUIREMENTS FOR BUS MECHANICS**

1. Mechanics shall supply and utilize a hand tool assortment as would be required to work on buses.
2. The Turtle River School Division shall provide replacement insurance on each mechanic's tools. Mechanics shall provide the Turtle River School Division with a complete inventory of the tools indicated in point #1 upon request.
3. The Turtle River School Division shall provide any specialized and/or system testing equipment.

4. Bus Mechanics shall each be provided with a three hundred dollar (\$300.00) tool allowance annually to upgrade their hand tools, which are a condition of employment. Mechanics must provide original receipts for payment. Annual funds will apply to individual budget years and may not be carried forward. The mechanic's helper shall be entitled to half of the mechanics' annual tool allowance.

**LOCAL 1897  
TURTLE RIVER SCHOOL DIVISION**

**SCHEDULE "D"**

*All amounts below are per hour:*

	January 1 2023	January 1 2024	January 1 2025	January 1 2026	January 1 2027
	3.30%	2.75%	2.75%	3.00%	2.50%
Market Adjustment	-	-	\$0.50	\$0.50	\$0.50

<b>SCHOOL SECRETARY</b>					
Year 1	18.48	18.99	20.01	21.11	22.14
Start Year 2	19.32	19.85	20.89	22.02	23.07
Start Year 3	20.11	20.67	21.73	22.89	23.96
Start Year 4	20.95	21.53	22.62	23.80	24.89
Start Year 5	21.77	22.36	23.48	24.68	25.80
Start Year 20	-	-	23.95	25.18	26.32

Increments are payable commencing the month following the anniversary date of employment.

*All amounts below are per hour:*

	January 1 2023	January 1 2024	January 1 2025	January 1 2026	January 1 2027
	3.30%	2.75%	2.75%	3.00%	2.50%
Market Adjustment	-	-	\$0.50	\$0.50	\$0.50

<b>EDUCATION ASSISTANT LIBRARY CLERK</b>					
Year 1	17.75	18.23	19.24	20.31	21.32
Start Year 2	18.57	19.08	20.11	21.21	22.24
Start Year 3	19.35	19.88	20.93	22.05	23.11
Start Year 4	20.16	20.72	21.79	22.94	24.02
Start Year 5	20.94	21.51	22.61	23.78	24.88
Start Year 20	-	-	23.06	24.26	25.38

Increments are payable commencing the month following the anniversary date of employment.

Certified **Education** Assistant Premium: fifty cents (\$0.50) per hour.

**Education** Assistants with relevant educational training shall be paid an hourly premium as per the rates set out above at the conclusion of their probationary period for relevant educational training which includes but is not limited to the following:

- a valid teaching certificate;
- a valid EAL certificate when the **Education** Assistant is working as an EAL Education Assistant;
- a valid **Educational Assistant's** certificate/diploma;
- a valid para-educator's certificate/diploma
- a valid, relevant post-secondary university degree, or other relevant post-secondary training approved by the division.

Relevant educational training may be assessed at the time of hire, or upon an employee's completion of relevant training and presentation to the division.

The Division shall have the sole responsibility in determining which certified programs will be accepted. Presentation of the actual certificate from the certifying authority to the Superintendent or designate shall constitute proof.

Any employees currently employed by the Division who hold the RRC Para Educator, U of W Educational Assistant Diploma Program or equivalent as determined by the Division will receive the Certified **Education** Assistant Premium effective the date of Union ratification.

**LOCAL 1897  
TURTLE RIVER SCHOOL DIVISION**

**SCHEDULE "E"**

*All amounts below are per hour:*

	January 1 2023	January 1 2024	January 1 2025	January 1 2026	January 1 2027
	3.30%	2.75%	2.75%	3.00%	2.50%
Market Adjustment	-	-	\$0.50	\$0.50	\$0.50

<b>INFORMATION &amp; COMMUNICATION TECHNOLOGY TECHNICIAN</b>					
Year 1	22.82	23.45	24.59	25.83	26.97
Start Year 2	24.87	25.56	26.76	28.06	29.27
Start Year 3	26.97	27.71	28.98	30.34	31.60
Start Year 4	29.04	29.84	31.16	32.59	33.91
Start Year 20	-	-	31.78	33.24	34.58

Effective the date of signing by the Union the ICT Technician shall be entitled to all the rights and privileges of the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1897

AND

TURTLE RIVER SCHOOL DIVISION

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**RE: INCLEMENT WEATHER**

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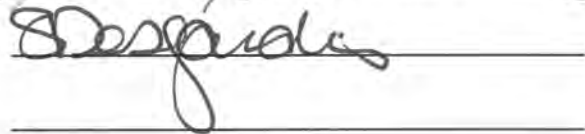
An employee who is absent from duties due to inclement weather and related travel conditions shall not suffer a reduction in salary provided the RCMP has closed the highway within the Division, which is between the employee's residence and assigned school.

Furthermore, the parties agree to discuss issues arising out of inclement weather days during the life of the agreement.

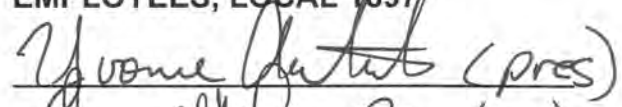
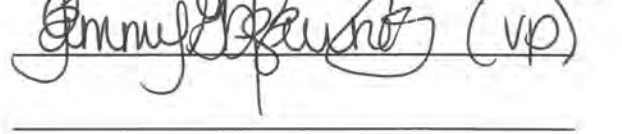
This Letter of Understanding shall be extended to the end of the school year in which this renewed contract expires.

SIGNED this 9<sup>th</sup> day of June, 2025.

**ON BEHALF OF THE EMPLOYER:  
TURTLE RIVER SCHOOL DIVISION**

  
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**ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1897**

 (pres)  
 (vp)  
\_\_\_\_\_

