AGREEMENT BETWEEN

THE RIVER EAST TRANSCONA SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3873

JANUARY 1, 2023 – DECEMBER 31, 2027

TABLE OF CONTENTS

INTERPRETATION CLAUSE 2

PREAMBLE 2

ARTICLE 1 – RECOGNITION 2

ARTICLE 2 – DEFINITIONS 3

ARTICLE 3 – MANAGEMENT RIGHTS 3

ARTICLE 4 – NO DISCRIMINATION 4

ARTICLE 5 – UNION DUES – SECURITY 4

ARTICLE 6 – GRIEVANCE PROCEDURE 5

ARTICLE 7 – ARBITRATION 5

ARTICLE 8 – SENIORITY 7

ARTICLE 9 – PROMOTIONS AND STAFF CHANGES 7

ARTICLE 10 – DISCHARGES, SUSPENSIONS AND TERMINATIONS 9

ARTICLE 11 – HOURS OF WORK 10

ARTICLE 12 – GENERAL HOLIDAYS 11

ARTICLE 13 – VACATIONS 11

ARTICLE 14 – SICK LEAVE 12

ARTICLE 15 – LEAVE OF ABSENCE 13

ARTICLE 16 – LAY-OFF AND RECALLS 15

ARTICLE 17 – BENEFIT PLANS 16

ARTICLE 18 – GENERAL 16

ARTICLE 19 – PAY DAYS 17

ARTICLE 20 – TECHNOLOGICAL CHANGE 18

ARTICLE 21 – EMPLOYMENT INSURANCE REBATE 17

ARTICLE 22 – TERM OF AGREEMENT 17

ARTICLE 23 – REGULAR PART-TIME EMPLOYEES 18

ARTICLE 24 – RETIREMENT POLICY 18

ARTICLE 25 - HEALTH AND SAFETY 20

SCHEDULE A – CLASSIFICATION 21

SCHEDULE B – SALARY SCALE 22

LETTER OF UNDERSTANDING – RELIGIOUS HOLY DAYS 21

LETTER OF UNDERSTANDING – INCOME REPLACEMENT BENEFIT (MPIC) ARTICLE 14.01 2

LETTER OF UNDERSTANDING – TRANSFERS 3

INTERPRETATION CLAUSE

The provisions of this Collective Agreement are intended to be gender-neutral and gender-inclusive. A word used in the plural applies also in the singular, unless the context otherwise requires.

In this Agreement, unless the context otherwise requires, the expressions:

"Agreement" means the Collective Agreement between River East Transcona School Division and CUPE Local 3873.

"Board" means the River East Transcona School Division Board.

"Union" means the Canadian Union of Public Employees, Local 3873.

PREAMBLE

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

1. To maintain and improve harmonious relations and settled conditions of employment between the Division 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 operations.

4. To promote the morale and well being 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 working conditions be drawn up in an Agreement.

Now therefore, the parties agree to as follows:

ARTICLE 1 – RECOGNITION

1.01 The Board recognizes the Canadian Union of Public Employees and its Local 3873 as the sole and exclusive collective bargaining agent for all of its employees as defined in Certificate No. MLB 6281 granted by the Manitoba Labour Board issued on the 18th of August, 2005, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters pertaining to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

1.02 During negotiations, both the Board and the Union have the right to any assistance they wish.

1.03 The Union will supply the Board with the names of its Officers and Committee Members. Likewise, the Board will supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

1.04 The Union agrees not to solicit Union membership or transact any business of the Union during working hours, except as may specifically be provided elsewhere in the Collective Agreement.

ARTICLE 2 – DEFINITIONS

2.01 a) "Full-time Employee" means an employee who regularly works the full number of prescribed hours of work per week.

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

c) "Term Employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event. This period of time shall not exceed six (6) months. This period of time may be extended by mutual agreement between the parties in writing. An employee hired under this definition shall receive a letter indicating the length of time that the employee is expected to be employed. A copy of the letter shall be sent to the Union President. Seniority provisions of this Agreement do not apply to a person hired on a term basis, except where a term employee goes to a full-time or part-time position without a break in service, in which case seniority shall be backdated to date of last hire.

d) "Casual Employee" means an employee who is employed on an irregular and/or unscheduled basis to restore to normal the regular staff complement depleted by the absence of permanent or term employees. A casual employee is not covered by this agreement **except for the rate of pay that employee shall be paid as outlined in Schedule "B"**.

Casual employees shall be paid at the start rate of their Classification as outlined in Schedule "A".

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Board on its own behalf and on behalf of the electors of the River East Transcona School Division hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities vested in it by the laws of the Province of Manitoba including the right:

a) to the Executive Management and Administrative Control of the School System and its properties and facilities and the activities of its employees during working hours and to increase or decrease the staff complements;

b) to hire all employees, and, subject to the provisions of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, suspend, discharge, lay-off, assign and transfer all such employees and to determine the hours to be worked, and the scheduling of work to be performed.

3.02 The exercise of the foregoing powers, duties, and responsibility by the Board, the adoption of policies, rules, regulations, and practices, and the use of judgement and discretion shall be limited only by the specific terms of this Agreement and in conformance with the laws of the Province of Manitoba.

ARTICLE 4 – NO DISCRIMINATION

4.01 The Union and Division agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of the protected characteristics as stated in the Manitoba Human Rights Code or by reason of membership or non-membership in the Union.

ARTICLE 5 – UNION DUES – SECURITY

5.01 Each employee presently on staff on the effective date of this Agreement and each employee hired on or after the execution of this agreement shall, as a condition of employment, become a member of the Union within fifteen (15) days following the signing of this Agreement or within thirty (30) days of the employee becoming a permanent employee.

5.02 The employer agrees to deduct from the salaries of each and every employee covered by this Agreement the amount of dues as determined by the Union.

5.03 These deductions shall be forwarded to the Secretary-Treasurer of the Union within four (4) weeks accompanied by a list of names of those employees from whose salaries deductions have been made and the amount of such deduction.

5.04 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period on which the deductions are to be made.

5.05 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

5.06 It is understood between the parties that no employee will lose their job during the term of this Collective Agreement as a result of contracting out of services.

5.07 The Employer agrees to provide each new employee with an **electronic** copy of the Collective Agreement in effect at the time of hiring.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Should a difference arise between the Division and an employee as to the interpretation of the provisions of this Agreement, an earnest effort shall be made to settle same by the following methods:

Employees and their immediate Supervisor with or without Union representation shall make an earnest effort to resolve any difference prior to commencement of the formal grievance process. The employee may submit their concerns in writing and any discussions shall be without prejudice to the formal grievance process.

Step 1: The employee concerned, together with the Executive or Union Representative, shall submit the grievance to the Director of Human Resources **or designate**, in writing with a copy to the employee, within the ten (10) working day period outlined above. The parties shall have a meeting to try to settle the dispute and the grievor shall be in attendance if they so desire. The Director of Human Resources **or designate** shall render their decision in writing ten (10) working days after receipt of the grievance.

Step 2: Failing satisfactory settlement within the ten (10) working days after the dispute was submitted under Step 1, the written grievance may be submitted to the Secretary-Treasurer, or his/her designate, who shall arrange a mutually agreeable date to hear the grievance.

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

Step 3: Failing satisfactory settlement being reached in Step 2, the grievor and/or the Union will submit the written grievance **along with rationale** to the Board of Trustees who shall, if requested by the Union, hear the grievance at the next regularly scheduled Board meeting or mutually agreed alternative. The Board of Trustees shall render its decision, in writing, within ten (10) working days of such hearing, or within thirty (30) calendar days, whichever is earlier.

Step 4: Failing a satisfactory settlement being reached in Step 3, the Union shall indicate its intent to proceed or not proceed to Arbitration within ten (10) working days following the next regularly scheduled general meeting or within thirty (30) days, whichever is earlier.

6.02 The Union shall have the right to originate a policy grievance on behalf of the bargaining unit. Such a grievance shall commence at Step 2.

6.03 Where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be bypassed. In cases of discharge or suspension, grievances shall commence at Step 2.

6.04 The time limits in the grievance procedure may be extended by consent, in writing, of the parties to this Agreement

ARTICLE 7 – ARBITRATION

7.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of this Agreement.

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 its appointee. The two named arbitrators shall appoint a third person, who shall be mutually satisfactory to both parties, to act as Chair.

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chair within ten (10) working days, the appointment shall be made by the Minister of Labour upon request of either party.

7.02 The decision of the Board of Arbitration shall be final and binding on all parties. The parties to this Agreement request that the Board of Arbitration hand down its decision within ten (10) working days from date of the hearing.

7.03 Each party shall pay the fees and expenses of its nominee and one-half (1/2) the fees and expenses of the Chair.

7.04 Time limits fixed in both grievance and arbitration procedures may be extended by the mutual consent of both parties.

7.05 The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement or to modify or amend any portion of this Agreement.

7.06 Nothing herein shall prohibit the Division and the Union from agreeing on a single arbitrator. If such is agreed, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single arbitrator.

7.07 No matter shall be subject to Arbitration which involves:

a) Any matter not covered by the Agreement;

b) Any matter which by the terms of the Agreement is exclusively vested in the Board.

ARTICLE 8 – SENIORITY

8.01 Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Division prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis.

8.02 The Board shall maintain a seniority list showing the date upon which each employee's service commenced and classification. An up-to-date seniority list shall be sent to the Union in September of each year.

8.03 An employee shall lose seniority when:

a) the employee is discharged and is not reinstated;

b) the employee submits a written resignation;

c) the employee does not return to work within ten (10) working days following a lay-off and after receiving **written** notice to do so unless through sickness or other just cause. Laid-off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer up to two (2) weeks notice;

d) the employee is laid off for a period longer than fifteen (15) months.

8.04 Seniority provisions do not apply to a person hired on a temporary basis. However, if a person goes from temporary to permanent without a break in service, seniority will be backdated to include the period of temporary employment.

8.05 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, maternity/parental leave, or leave-of-absence approved by the Division.

ARTICLE 9 – PROMOTIONS AND STAFF CHANGES

9.01 When a vacancy occurs, a new position is created within the bargaining unit or an increase in hours of a position, the employer shall post notices of the position on the Division

website for a minimum of five (5) working days so that all employees will know about the position and be able to make written application for the position. A copy will be sent to the President and Secretary of the Union.

Job postings shall contain, as a minimum, the following information:

- description of position,
- location of position,
- required qualifications,
- ability,
- hours of work,
- wage or salary rate.

In the event of a job vacancy bulletin being issued during the summer **break** period (July and August), such notices will be **posted on the Division website and** sent to last known **personal email** address of each member of the bargaining unit.

9.02 In filling a position, the Division shall base its decision on the applicant's qualifications, ability, skills, and experience with the Division. If all factors are equal, seniority shall be the determining factor.

9.03 Trial Period

A successful applicant shall be placed on trial for a period of sixty (60) actual days worked. Conditional of satisfactory service such trial period shall become permanent after the period of sixty (60) actual days worked. In the event the successful applicant proves unsatisfactory in the aforementioned trial period, or if the employee finds **that they are** unable to perform the duties of the new position, **they** shall return to **their** former position without loss of seniority or former salary.

Any other employee affected by this trial period shall also be returned to their former position without loss of seniority or former wage or salary, it being recognized that this latter employee may be dismissed if no position remains. New employees must be so advised.

9.04 Probation Period

a) Newly hired employees shall be considered on probation for a period of sixty (60) actual days worked from the date upon which employment commenced.

b) Probationary employees shall be entitled to all rights and privileges of this Agreement except they shall have no recourse through the grievance procedure.

c) The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure.

d) Upon completion of the probationary period, seniority shall be retroactive to the original date of employment.

9.05 a) All regular employees may apply for term positions over four (4) months. The resulting vacancy for the position of an employee who may be awarded the temporary vacancy will be posted. Additional postings shall not be required for any further vacancies.

b) Upon completion of the term position, the employee will be returned to their former position unless it has become redundant or otherwise changed by way of normal operations.

ARTICLE 10 – DISCHARGES, SUSPENSIONS AND TERMINATIONS

10.01 The Board shall have the right to discipline, suspend or discharge any employee for just cause only. Such employee shall be advised promptly in writing of the reason for their discharge or suspension, with a copy being sent to the Union.

10.02 The employee will be informed of their right to have a Union Representative present.

10.03 An employee shall give ten (10) working days written notice prior to resignation.

ARTICLE 11 – HOURS OF WORK

11.01 The normal work week shall consist of five (5) seven (7) hour days from Monday to Friday inclusive.

11.02 Employees shall be allowed a fifteen (15) minute rest period both in the morning and the afternoon.

11.03 The work year for Library Technicians shall be the school year plus five (5) working days prior to the start of the school year unless specifically arranged otherwise.

11.04 Overtime work shall not be performed or paid for unless authorized by the **administrator.**

11.05 Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay for all time worked in excess of the regular seven (7) hours per day from Monday to Friday inclusive.

11.06 Time worked on a Saturday shall be paid at **the rate of one and one-half (1 ½) times the employee's hourly rate of pay.**

11.07 All time worked on Sunday shall be paid at double (2) the standard rate of pay for every hour worked.

11.08 Any employee who is required to work on a Statutory Holiday shall be paid the rate of double time based on the standard rate of pay for every hour worked in addition to their regular pay.

11.09 Part-time employees working less than seven (7) hours per day who are required to work longer than their regular work day, shall be paid at straight time for the hours so worked, up to and including seven (7) hours per day. Regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on holidays.

11.10 If an employee is required to work more than two (2) hours past their regular hours of work, they will be allowed twenty dollars ($20) lunch money unless an adequate lunch is provided by the Board.

ARTICLE 12 – GENERAL HOLIDAYS

12.01 The following holidays shall be observed in the River East Transcona School Division:

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

Any other Statutory Holiday as proclaimed by the Province of Manitoba for which the schools will be closed.

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

12.03 In the event that any of the said holidays occur during an employee's annual vacation **period, the employee shall be paid for the holiday, with no deduction from accumulated vacation credits.**

12.04 Part-time employees shall be entitled to Statutory Holiday pay on a pro rata basis.

12.05 An employee must meet the eligibility requirements of the Employment Standards Code in order to be paid for a general holiday.

ARTICLE 13 – VACATIONS

13.01 For the purpose of this Agreement, a vacation year is the period beginning June 1st in any one year and ending May 31st of the following year.

13.02 Employees shall receive an annual vacation with pay in accordance with credited service prior to the vacation period as follows (ten [10] months shall be considered as a full year for vacation purposes):

Less than one (1) year:	one (1) working day for each completed month of service. Not to exceed ten (10) working days.
One (1) full year or more:	two (2) weeks
Three (3) full years or more:	three (3) weeks
Ten (10) full years or more:	four (4) weeks
Fifteen (15) full years or more:	five (5) weeks
Twenty-four (24) full years or more:	six (6) weeks

One complete month of service is deemed to consist of twenty (20) working days or more with the exception of the month of December.

Thirty (30) full years of service	six (6) weeks plus one (1) day
Thirty-one (31) full years of service	six (6) weeks plus two (2) days
Thirty-two (32) full years of service	six (6) weeks plus three (3) days
Thirty-three (33) full years of service	six (6) weeks plus four (4) days
Thirty-four (34) full years of service	six (6) weeks plus five (5) days

13.03 Where an employee qualifies for sick leave involving hospitalization during the employee's period of vacation, taken when the employee would normally be at work, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. The employee shall provide proof of such hospitalization.

13.04 Vacations must be taken in any one (1) vacation year. They may not be accumulated from one (1) vacation year to another.

13.05 As the Library Technicians are not required to work during Christmas or Spring Break, vacation shall be taken during these periods. Library Technicians who qualify for more vacation than is normally provided at Christmas and Spring Break may choose to receive payment for same at the end of May in any year or choose to take vacation at a time mutually agreeable to the Principal and the employee.

ARTICLE 14 – SICK LEAVE

14.01 Sick leave means the period of time an employee is absent from work with full pay because of being sick or disabled, or because of an accident for which compensation is not payable under *The Workers Compensation Act* or an Income Replacement Benefit from Manitoba Public Insurance Corporation.

14.02 Each employee who is continuously employed by the School Division shall accumulate entitlement for sick leave at the rate of one (1) day for every ten (10) days actually worked, but the total sick leave which shall be allowed to accumulate shall not exceed one hundred thirty (130) days.

14.03 A deduction shall be made from accumulated sick leave of all regular working days (exclusive of holidays) absent for sick leave. An employee does not receive sick pay on a statutory holiday.

14.04 Sick leave without pay may be granted, at the sole discretion of the Board, to any employee who has exhausted their paid sick leave due to lengthy illness.

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

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

14.06 An employee shall be entitled to use up to four (4) days of accumulated sick leave per year for emergent medical issues or appointments that require the employee's attention

and that pertain to their spouse/partner, children, and/or parents. Such leave is non-cumulative from one school year to the next school year. Documentation to support this leave may be required.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 Union Business

a) Leave of absence without loss of seniority but without pay shall be granted to not more than three (3) employees upon request to the Board for employees elected or appointed to represent the Union at Union conventions, schools, or conferences. Such time shall not exceed thirty (30) days in any one year to all members belonging to the Union.

b) The Division may, upon request, continue to pay the employee during periods of leave of absence without pay as if they had remained at work. The Division will then bill the Union an amount equal to 100% of the employee's salary plus cost of fringe benefits.

c) Election or Selection for Full Time Union Position:

An employee who is elected or selected for a full time position with the Union shall be granted an unpaid leave of absence. Such leave may be renewed each year during the term of office, but the following seniority rights shall be retained:

- upon indicating a wish to return to the employ of the Board, the employee shall be offered the first available position;

- upon bulletining of any subsequent vacancies within the Division, full seniority rights will apply.

15.02 Maternity/Parental/Adoption/Compassionate Care Leave

a) The Division acknowledges the legislated requirements of *The Employment Standards Code* relating to Maternity/Parental/Adoption/Compassionate Care Leave.

b) Any employee accessing these provisions shall continue to accrue seniority based on their regularly scheduled hours of work.

15.03 Jury Duty and/or Witness Duty

Leave of absence with pay and without loss of seniority will be granted to an employee who is required for jury selection and to serve as a juror or court witness. The employee will turn over to the Board the payment they received for such service, excluding payment

for travel, meals and other expenses. The employee will present proof of service and the amount of pay received. The employee shall make themselves available to duty at their school during regular hours when they may not be required at court.

15.04 Bereavement Leave

a) An employee shall be granted up to five (5) days bereavement leave without loss of pay in the case of the death of a parent, spouse/partner, child, brother, sister, mother-in-law, father-in-law, grandchild or grandparent. Where burial occurs outside the area, the employer may, at its discretion, grant reasonable travelling time.

b) An employee shall be granted up to one (1) day bereavement leave without loss of pay in the case of death of a brother –in-law, sister-in-law, son-in-law, daughter-in-law, or if the employee delivers the eulogy or acts as a pallbearer at the funeral. Brother-in-law and sister-in-law shall be defined as the brother or sister of the employee's spouse or the spouse of an employee's sibling. Where circumstances warrant, such leave may be extended at the discretion of the employer.

15.05 Joint Committee Meetings with Board

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

a) The Union Negotiation Committee shall consist of up to three (3) members of the Union.

b) The Union Grievance and Liaison Committees shall consist of up to three (3) members of the Union.

c) Representation at any single grievance meeting in Steps 1 through 3 of the grievance procedure shall consist of up to two (2) Local Union Representatives plus the grievor and such other representation as stated in Article 1.02 (Recognition).

15.06 Public Affairs

a) The Board, recognizing the right of an employee to participate in public affairs, shall grant leave of absence without pay and without loss of seniority to participate as a candidate in federal, provincial or municipal elections.

b) The Board shall grant a leave of absence, for the period of the employee's term of office, to a successful candidate for such office. Such leave shall be without pay but following seniority rights shall be retained:

- upon indicating a wish to return to the employ of the Board, the applicant shall be offered the first available position;

- upon **posting** of any subsequent vacancies within the Division, full seniority rights will apply.

15.07 Interpersonal Violence Leave

Employees shall be entitled to leave related to interpersonal violence in accordance with the provisions of *The Employment Standards Code*.

ARTICLE 16 – LAY-OFF AND RECALLS

16.01 An employee who is laid off may displace any employee in the bargaining unit with less seniority as defined by Article 8.01 provided the laid off employee has the necessary qualifications, skills and abilities to perform the duties of the less senior employee.

16.02 **Any employee who is laid off** and chooses not to exercise **their** right to displace a less senior employee, and/or accepts **their** reduced hours, **shall be placed on a recall list in order of seniority for a period of fifteen (15) months from date of lay-off and shall be advised on any library technician position which becomes vacant.** The employee shall receive first option, in line of seniority of all casual or temporary employment within the bargaining unit. Seniority shall accrue for all time worked and the period of recall shall be extended by the equivalent number of working days.

16.03 Employees on the recall list shall be recalled in the order of their seniority, provided they have the necessary qualifications, skills and abilities to perform the work. The onus is on the employee to inform the Board of their current address and telephone number.

The employee must respond in writing within five (5) working days of receipt of notice of recall to advise the Division of their acceptance or rejection of the position. New employees shall not be hired until those who are laid off have been given an opportunity of recall.

An employee shall have the right to decline recall on three (3) occasions only, with no effect on their status on the re-employment list.

16.04 The Board shall give the employee written notice of the date on which they are to be laid off at least four (4) weeks before the date on which they are is to be laid off or, in the absence of such notice, shall grant pay in lieu thereof.

ARTICLE 17 – BENEFIT PLANS

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

17.02 Pension Plan

All employees shall participate in the Manitoba School Boards Association (MSBA) Non-Teaching Employee Pension Plan in accordance with terms and conditions thereof.

ARTICLE 18 – GENERAL

18.01 Travel Allowance

Any employee required to utilize their vehicle during working hours shall be paid at the Division's rate of pay per kilometre.

18.02 Reclassification/New Position

When a new job is established by the Division the rate of pay shall be subject to negotiation between the Division and the Union. If the Parties are unable to agree on the rate of pay such disagreement shall be submitted to Arbitration as provided under Article 7 (Arbitration). The rate of pay shall be retroactive to the date when the new position was first filled by the employee.

18.03 **Personnel** Files

An employee shall have the right, upon reasonable notice and at a mutually agreed time, to have access to and review their **personnel** file.

The employer or the employee shall have the right to have a **union** representative present when the employee is examining their **personnel** file.

The employee **has access to** all of **the** documents contained in the **electronic personnel** file. An employee shall be informed, and receive a copy, of any documents that are being placed in his or her employee file, which are of a disciplinary or work performance matter **and a copy will be made accessible in the electronic personnel file**.

18.04 Anniversary Date

The anniversary date is defined as the first date of continuous service with the Division. For the purpose of increments, movement from one increment level to another shall occur on the employee's anniversary date.

18.05 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. A job description will be prepared within ninety (90) days whenever a new job is created or whenever the duties of a job change substantially. New job descriptions or job descriptions that have changed substantially shall be presented to the Union for discussion prior to them becoming the recognized job description.

18.06 Where a formal assessment of an employee's job performance is made, the employee concerned shall be given an opportunity to sign the assessment upon its completion to indicate that its contents have been read. The employee shall be entitled to place their own comments on the assessment where such space is provided or append their comments to the assessment where no such space is provided. An employee, upon request, shall receive a copy of the assessment at the time of signing.

ARTICLE 19 – PAY DAYS

19.01 The Division shall pay wages on a biweekly basis in accordance with Schedule A.

ARTICLE 20 – TECHNOLOGICAL CHANGE

20.01 The Employer would agree to provide at least ninety (90) days of advance notice as required by law under provision of Section**s 83** (1) to **85** (1) of *The Manitoba Labour Relations Act* to the Union of any major technological change in equipment which would result in changes in employment status or working conditions of employees.

20.02 Unless legislation is more favourable, the Employer shall notify the Union, in writing, at least ninety (90) days before the introduction of any major technological change.

ARTICLE 21 – EMPLOYMENT INSURANCE REBATE

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

ARTICLE 22 – TERM OF AGREEMENT

22.01 This Agreement shall be binding and remain in effect from January 1, 20**23**, to December 31, 202**7** and shall continue from year to year thereafter unless either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other Party of the changes or amendments proposed. Within ten (10) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a renewal or revision of the Agreement, or such later date as mutually agreed.

22.02 Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed or the right to strike occurs, whichever occurs first.

22.03 During the term of this Agreement there shall be neither strikes or slow downs nor any other interference with the educational process on the part of the Union. The Division may discipline or discharge an employee who violates this provision.

ARTICLE 23 – REGULAR PART-TIME EMPLOYEES

23.01 All part-time employees shall receive the wage rate and benefits on a pro rata basis.

ARTICLE 24 – RETIREMENT POLICY

24.01 Employees shall be eligible to retire at age sixty-five (65) or earlier in accordance with the terms of the Manitoba School Boards Association (MSBA) Pension Plan for Non-Teaching Employees.

ARTICLE 25 - HEALTH AND SAFETY

25.01 The Division and Union agree to co-operate in promoting safe and healthy practices and conditions within the Division and to adhering to *The Workplace Safety and Health Act of Manitoba*.

Signed this _____ day of _____, 2026

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3873	RIVER EAST TRANSCONA SCHOOL DIVISION
PRESIDENT	CHAIRPERSON
NEGOTIATIONS COMMITTEE	SECRETARY-TREASURER

SCHEDULE A – CLASSIFICATION

Class A

Employees hired who have not completed one of the below referenced library programs.

Class B

Graduates from a recognized college with:

two-year Library and Information Technology;
one-year Library Technician Certificate;
Library Training Program Certificate;
Any other related accredited certificate or diploma program approved by the division.

SCHEDULE B – SALARY SCALE

January 1, 2023 (3%)				
Class	**Step 1**	**Step 2**	**Step 3**	**Maximum**
A	$22.56	$23.64	$24.75	$26.08
B	$24.88	$25.96	$27.05	$28.39

January 1, 2024 (3%)				
Class	**Step 1**	**Step 2**	**Step 3**	**Maximum**
A	$23.23	$24.35	$25.49	$26.86
B	$25.62	$26.74	$27.86	$29.24

January 1, 2025 (3%)				
Class	**Step 1**	**Step 2**	**Step 3**	**Maximum**
A	$23.93	$25.08	$26.26	$27.67
B	$26.39	$27.54	$28.69	$30.12

January 1, 2026 (3%) +$2.00				
Class	**Step 1**	**Step 2**	**Step 3**	**Maximum**
A	$26.65	$27.83	$29.04	$30.50
B	$29.18	$30.37	$31.55	$33.02

January 1, 2027 (2.5%) +$2.00				
Class	**Step 1**	**Step 2**	**Step 3**	**Maximum**
A	$29.31	$30.53	$31.77	$33.26
B	$31.91	$33.13	$34.34	$35.85

Note: Market Adjustments to Hourly Rate of Pay:
$2.00 market adjustment (Effective January 1, 2026. To be applied after the General Wage Increases)
$2.00 market adjustment (Effective January 1, 2027. To be applied after the General Wage Increases)

LETTER OF UNDERSTANDING – RELIGIOUS HOLY DAYS

The Parties agree to the following:

1. This Letter of Understanding shall be effective on and from the first day of January, 2004.

2. The following wording will become effective on and from the first day of January, 2004.

   a) An employee under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the employee's religion **and where observance requires an absence from work for all or part of the day. These days are for days not covered by Manitoba statutory holidays. When employees are absent for observance of Religious Holy Leave days in excess of three (3) days per School Year, the days shall be without pay.**

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

3. The following notification period shall apply:

   a) Employees on staff requiring major religious holy leaves during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however not later than September 30th.

   b) In instances where major religious holy leave is required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.

   c) Where the appropriate notice has not been given, major religious holy days leave will be provided and the employee's regular salary will be deducted.

   d) The Parties agree that this article constitutes reasonable accommodation for major religious holy leave.

Signed this _____ day of _____, A.D. 2026.

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3873

PRESIDENT

NEGOTIATIONS COMMITTEE

RIVER EAST TRANSCONA SCHOOL DIVISION

CHAIRPERSON

SECRETARY-TREASURER

LETTER OF UNDERSTANDING – INCOME REPLACEMENT BENEFIT (MPI) ARTICLE 14.01

1) The Parties agree with the principle that there will be no 'double dipping'.

2) The Parties will meet to determine the process to be used in the event an employee is in receipt of an Income Replacement Benefit from the Manitoba Public Insurance.

Signed this _____ day of _____, A.D. 2026.

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3873

PRESIDENT

NEGOTIATIONS COMMITTEE

RIVER EAST TRANSCONA SCHOOL DIVISION

CHAIRPERSON

SECRETARY-TREASURER

LETTER OF UNDERSTANDING – TRANSFERS

The Union recognizes the right of the Division to transfer its members employed by the Division to schools/departments under the jurisdiction of the Division.

The Division shall exercise its discretion to transfer in a manner that is fair and reasonable. The Division shall consult with members who are being affected by the transfer prior to making a final decision. In making transfer decisions, the Division shall consider any concerns raised by the members prior to making a decision. A copy of all written notices of transfers and rationale for such transfers shall be sent to the President of the Local.

Signed this _____ day of _____, A.D. 2026.

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3873	RIVER EAST TRANSCONA SCHOOL DIVISION
PRESIDENT	CHAIRPERSON
NEGOTIATIONS COMMITTEE	SECRETARY-TREASURER