COLLECTIVE AGREEMENT

BETWEEN

RIVER EAST TRANSCONA SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 796

JANUARY 1, 2023 TO DECEMBER 31, 2027

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE 1
ARTICLE 2 – RECOGNITION 1
ARTICLE 3 – INTERPRETATION 1
ARTICLE 4 – DURATION OF THE AGREEMENT 2
ARTICLE 5 – UNION DUES 3
ARTICLE 6 – DISCHARGES, SUSPENSIONS AND TERMINATIONS 3
ARTICLE 7 – GRIEVANCE PROCEDURE 4
ARTICLE 8 – ARBITRATION 5
ARTICLE 9 – HOURS OF WORK AND OVERTIME 5
ARTICLE 10 – HOLIDAYS 7
ARTICLE 11 – VACATIONS 7
ARTICLE 12 – LEAVE OF ABSENCE 9
ARTICLE 13 – PROBATION 11
ARTICLE 14 – STAFF CHANGES 11
ARTICLE 15 – SAFETY 12
ARTICLE 16 – SICK LEAVE 12
ARTICLE 17 – CLASSIFICATION 13
ARTICLE 18 – BUS DRIVERS 14
ARTICLE 19 – BENEFITS 15
ARTICLE 20 – SENIORITY 15
ARTICLE 21 – LAY-OFF AND RECALL 16
ARTICLE 22 – PAY 17
ARTICLE 23 – CONTRACTING OUT 17
ARTICLE 24 – STRIKES AND LOCKOUTS 18
ARTICLE 25 – ACCOMMODATIONS 18
ARTICLE 26 – USE OF PRIVATE VEHICLES 18
ARTICLE 27 – NO DISCRIMINATION 18
ARTICLE 28 – EMPLOYMENT INSURANCE REBATE 18
ARTICLE 29 – VIOLENCE IN THE WORKPLACE 18
ARTICLE 30 – GENERAL 19
APPENDIX "A" WAGES 21
RE: EXTRA HOURS – SIGN UP SHEET 22
RE: APPRENTICE MECHANICS 23
RE: RELIGIOUS HOLY DAYS 24
RE: SICK LEAVE PAYMENT 26

ARTICLE 1 - PURPOSE

1:01 That for the purpose of promoting cooperation and understanding between the Board its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, hours of work, and conditions of employment to be observed by the Division, the Union and the employees covered by this Agreement: to provide procedures for equitable adjustment of grievance; and to promote harmonious relations between the Division, its employees and the Union.

ARTICLE 2 – RECOGNITION

2:01 The Board recognizes the Union as the sole and exclusive bargaining agent for all employees covered under certification No. MLB-5036 dated May 11, 1994, excepting casual employees, those excluded by the Act and those positions that the parties may, from time to time, agree on as being excluded from this Collective Agreement.

2:02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees and/or such other counsel as the Union authorizes when dealing with or negotiating with the Board. The Board shall also have the right at any time to have present such personnel of the Board and authorized representatives on its behalf, as it deems necessary.

2:03 The Union will supply the Division 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.

ARTICLE 3 – INTERPRETATION

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

3:01 "Agreement" means the Agreement which may be referred to as the River East Transcona School Division Employees' Unit (C.U.P.E.) Local 796 Agreement.

3:02 "Board" means the River East Transcona School Division Board.

3:03 "Union" means the River East Transcona School Division Employees' Unit, Canadian Union of Public Employees Local 796.

3:04 Effective the date of signing this Agreement, the following definitions shall apply:

a) "full-time employee" means an employee who regularly works the full prescribed hours of work per week;

b) "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) Effective September 1, 2026

Standby Driver means a full-time or part-time permanent or temporary employee who is employed on a regular and recurring basis to restore to normal the regular staff compliment depleted by the absence of permanent or temporary employees. Standby Drivers are covered by all the provisions of this agreement and are paid at the regular bus driver rate.

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. This period of time shall not exceed (six) 6 months. This period of time may be extended by mutual agreement between the Employer and Union for those employees being replaced while on leaves of absence for maternity, sickness and worker's compensation. An employee hired under this definition shall receive a letter indicating the length of time that employee is expected to be employed. A copy of this letter will be sent to the Recording Secretary of the Union.

e) "casual employee" means an employee who is employed on an irregular and/or unscheduled basis to restore to normal the regular staff compliment depleted by the absence of permanent or temporary employees. A casual employee is not covered by this Agreement except as follows:

i) The rate of pay for a casual employee shall be the minimum rate paid for that classification;

ii) The rate of pay for a casual employee shall be effective from the pay period following the signing of the Agreement;

iii) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 5.

ARTICLE 4 – DURATION OF THE AGREEMENT

4:01 The Agreement shall be binding upon both parties hereto from **January 1, 2023, to December 31, 2027** and shall continue from each year thereafter unless either party gives notice to the other party, said notice to be in writing, not more than ninety (90) days and not less than thirty (30) days preceding expiry of this Agreement, that the said party desires its termination, or amendment.

4:02 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.

ARTICLE 5 – UNION DUES

5:01 Each and every employee who comes under the scope of this Agreement shall have an amount equal to the current union dues deducted by the Board from each pay cheque, whether they are a member of the Union or not. Upon official notification consistent with the Union's constitutional requirements and by at least two (2) authorized signators of the Union, the Board agrees to carry out any changes to the dues structure. The Union shall notify the Board in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which the deductions are to be made.

5:02 For new employees, payroll deductions as set out in Section 5:0l shall become effective from the start of the first full pay period immediately following the commencement of employment.

5:03 Such dues shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following deductions, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.

5:04 An additional list of names of employees from whom deductions have not been made and the reasons for which they have not been deducted shall be provided to the Union.

5:05 The Union shall hold the Employer harmless with respect to union dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

ARTICLE 6 – DISCHARGES, SUSPENSIONS AND TERMINATIONS

6:01 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 reason for his/her discharge or suspension, with a copy being sent to the Union.

6:02 An employee's immediate supervisor may suspend any permanent employee but shall immediately report such action to the Board and the Union.

6:03 If a supervisor plans to discipline an employee, that employee shall have a Union representative present. Where disciplinary action is to be taken, the employee and the union shall be advised of the disciplinary action. In the case of a written reprimand, a suspension with or without pay, or employment termination, the employee and the Union shall be advised in writing.

6:04 Where any employee is absent without leave, they may be required to appear before their supervisor with the Steward for a meeting to discuss the absence.

6:05 Upon written request, providing seven (7) days' notice to the Division, an employee shall have the right to have access to and review their personal file with a representative of the Union, if desired, and the Employer shall have the right to have their representative present when the employee is examining their personal file. Upon request, the employee will be provided with a photocopy of any document contained within the file.

ARTICLE 7 – GRIEVANCE PROCEDURE

7:01 Should a dispute arise between the Board and any employees regarding the interpretation, meaning, operation, or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

7:02 An employee who is aggrieved shall submit the grievance in writing to the Chairperson of the Union Grievance Committee within fifteen (15) working days of the alleged violation or within fifteen (15) working days from the date on which the grievor became aware of the alleged violation.

7:03 Step 1 - If the Grievance Committee of the Union considers the grievance to be justified the said Union shall, within five (5) working days, try to settle the dispute at the Director level. The grievor shall be in attendance if they so desire. The Director shall render their decision in writing five (5) working days after receipt of the grievance.

7:04 Step 2 - Failing satisfactory settlement at Step 1 within ten (10) working days after the dispute was submitted under, the written grievance may be submitted to the Secretary-Treasurer, or their designate, who shall then arrange a mutually agreeable date to hear the grievance.

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

7:05 Step 3 - Failing satisfactory settlement being reached in Step 2, the grievor and/or the Union will submit the written grievance 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 to alternative. The Board of Trustees shall render their decision, in writing, within ten (10) working days of such hearing, or within thirty calendar (30) days, whichever is earlier.

7:06 Step 4 - Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their 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.

7:07 The time limits in the Grievance Procedure 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 in this Article or as subsequently extended by mutual agreement shall result in the grievance being deemed to have been abandoned.

Failure on the part of the Division to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance being filed at the next step of this Article.

7:08 At any time where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance in cases of discharge or suspension, Step 1 of this Article may be bypassed.

ARTICLE 8 – ARBITRATION

8:01 When either Party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other Party of the Agreement.

8:02 Within fourteen (14) 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. These two Arbitrators shall appoint a third person, who shall be mutually satisfactory to both Parties, to act as Chairman.

8:03 If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within fourteen (14) days, the appointment shall be made by the Minister of Labour upon the request of either Party.

8:04 The decision of the Arbitration Board shall be final and binding on both Parties, but in no event shall the Board of Arbitration alter, modify or amend this Agreement in any respect.

8:05 Expenses of the Arbitration Board:

a) Each Party shall pay the fees and expenses of the Arbitrator it appoints;
b) The Chairman's fees and expenses shall be shared equally by both Parties.

8:06 Nothing herein shall prohibit the Parties from agreeing on a single Arbitrator. If the Parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis, to the single Arbitrator.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

9:01 Regular hours of work shall be five (5) consecutive days, eight (8) hours per day, forty (40) hours per week with a maximum of up to two (2) consecutive hours for lunch per day.

The Employer shall establish and post the hours of work for jobs that are vacant or new positions that are created. Any changes to an employee's schedule who is currently scheduled in a Monday through Friday position shall be negotiated with the Union.

9:02 Overtime rates shall apply after eight (8) hours in any workday or forty (40) hours in any week.

a) Whenever an employee is required by the Employer to return to work after their regular hours, they shall be paid at the rate of time and one-half (1½) up to a maximum of four (4) hours and double time thereafter, with a minimum of two (2) hours' pay, Monday to Saturday inclusive.

b) Employees may elect to take time off at overtime rates in lieu of pay for overtime; up to sixty-four (64) hours in any one year may be accumulated for this purpose. Time off for overtime shall be taken during Spring, Midsummer, or Christmas vacation period, by mutual agreement between the employee and management. Any time off in lieu of overtime not used by September 1st will be paid out.

9:03 If an employee works overtime on Sunday, or, on the second day of their regularly scheduled day off, they shall be paid at the rate of double time.

9:04 When an employee works on a Statutory Holiday they shall be paid at the rate of double time (2x) and in addition will be given a day off in lieu thereof. This will be the sole benefit payable for working on Statutory Holidays and there will be no pyramiding of overtime rates or other benefits.

9:05 a) As a direct result of an inservice, an employee will have the option of substituting his/her vacation days already earned to top up to what his/her regular shifts would have been on that particular day. This provision is only for employees with accumulated vacation leave.

b) The above clause in 9:05 a) applies to a regular employee who receives less than his/her standard daily hours (4¼ hours) or less than the standard hours plus additional shifts that he/she picked up at the beginning of the school year that last the duration of the school year, but not exceeding the regular hours in Article 9:01.

ARTICLE 10 – HOLIDAYS

10:01 Employees shall be eligible for the following holidays at their regular rate of pay:

a) New Year's Day
b) Louis Riel Day
c) Good Friday
d) Victoria Day
e) Canada Day
f) Terry Fox Day
g) Labour Day
h) Thanksgiving Day
i) Remembrance Day
j) Christmas Day
k) Boxing Day
l) Orange Shirt Day (National Day of Truth and Reconciliation)
m) Any other Statutory Holiday as proclaimed by the Province of Manitoba or the Government of Canada and any other holiday proclaimed by the School Board or Municipal Authorities for which the schools will be closed.

10:02 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 the holiday in lieu thereof.

10:03 An employee's pay for a general holiday, on which the employee has not worked, shall be equivalent to the employee's average daily earnings, exclusive of overtime, for the days on which the employee worked during the thirty (30) days immediately preceding the general holiday, but should not be less than the employee's regular day's pay.

ARTICLE 11 – VACATIONS

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. Effective the date of signing, the following vacation entitlements shall apply, however, no current employee will have his/her current vacation entitlement reduced.

Ten (10) month employees shall submit their preferred vacation period to the Supervisor for approval, prior to October 31st of each year. The Supervisor shall reply to the employee no later than November 30th.

A ten (10) month employee who fails to indicate their choice of vacation by October 31st may be granted vacation but shall not be able to assert their seniority for preference purposes. The Division will consider vacation requests made after October 31st, on a first come first served basis, taking into consideration the requests of the employees and the operational needs of the Division.

11:01 When computing Vacation Leave:

a) Any fraction of a day equal to or greater than one-half (1/2) shall be computed as one (1) day, and

b) Any fraction of a day less than one-half (1/2) shall be computed as nothing.

c) Where the hours of an employee vary from day to day, the employee's pay for vacation days shall be equivalent to the employee's average daily hours, exclusive of overtime, over the period of the previous one (1) year.

11:02 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement.

11:03 All employees employed before June 30th and not having completed one year of service, shall earn one (1) day of vacation per month until June 30th, such vacation to be taken in the vacation period that year.

11:04 Every employee with one (1) full year or more of service with the Division as at June 30th, shall thereafter receive two (2) weeks vacation with pay.

11.05 Every employee with three (3) full years or more of service with the Division as at June 30th, shall thereafter receive three (3) weeks vacation with pay.

11:06 Every employee with ten (10) full years or more of service with the Division as at June 30th, shall thereafter receive four (4) weeks vacation with pay.

11:07 Every employee with fifteen (15) full years or more of service with the Division as at June 30th, shall thereafter receive (5) weeks vacation with pay.

11:08 Every employee with twenty-four (24) full years or more of service with the Division as at June 30th, shall thereafter receive six (6) weeks vacation with pay.

11:09 On termination, retirement or death, earned vacation entitlement shall be paid to the employee or their estate.

11:10 When an employee is granted leave without pay, except when absent and paid compensation under Workers' Compensation Act, vacation entitlement shall be adjusted proportionately in that year.

11:11 Ten (10) month employees who are not required to work during Winter Break, Spring Break or unpaid in-service days shall take their vacation during these periods to the extent the employee has accumulated such time. Employees qualifying for more vacation than what is normally provided for at Winter and Spring Break may choose to receive payment for same at the end of May in that school year. An employee may also elect to split their vacation and use portions at various times during the year, subject to the requirements of the job and the consent of the Employer. A ten (10) month employee with twenty-five (25) years of service or more may be granted up to one (1) weeks' vacation at any time during the school year.

11.12 Twelve (12) month employees may take their vacation at any time during the year-subject to mutual agreement between the employee and their immediate supervisor. Such requests shall

not be unreasonably denied. The Division will endeavor to respond to all vacation requests within 4 weeks of the request being made.

11:13 Where an employee is hospitalized and qualifies for sick leave during an employee's period of vacation, there shall be no deduction from vacation credits for that absence. The vacation so displaced by the period involving hospitalization shall be, at the option of the Employer, added to the vacation period or reinstated for use at a later date. The employee shall provide proof of such hospitalization.

11:14 Long Service Vacation

Effective date of signing:
Every employee with thirty (30) full years of service with the Division at June 30th shall receive six (6) weeks plus one (1) day vacation;
Thirty-one (31) full years of service – six (6) weeks plus two (2) days vacation;
Thirty-two (32) full years of service – six (6) weeks plus three (3) days vacation;
Thirty-three (33) full years of service – six (6) weeks plus four (4) days vacation;
Thirty-four (34) full years of service or more – six (6) weeks plus five (5) days vacation.

ARTICLE 12 – LEAVE OF ABSENCE

12:01 An employee who has been elected to office in the Union will be allowed a maximum of four (4) hours per month with pay to attend regular monthly meetings that occur during the regular shift. Not more than four (4) employees will be allowed off for this purpose at any one time.

12:02 Union Business

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.

12:03 Any employee on leave of absence for Union business as provided in 12:02 not related directly to the Employer shall receive the pay and benefits provided for in this Agreement. However, the Union shall reimburse the Employer for all pay and benefits during the period of absences.

12:04 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 privilege of attending 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 2:02 (Recognition).

12:05 Bereavement Leave

a) An employee shall be granted up to five (5) days compassionate leave without loss of pay in the case of the death of a parent, spouse, common-law spouse, 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 traveling time.

b) An employee shall be granted one (1) day leave without loss of pay in order to attend a funeral as a pallbearer. Where circumstances warrant, such leave may be extended at the discretion of the Employer.

c) An employee shall be granted up to one (1) day compassionate leave without loss of pay in the case of death of a brother-in-law or sister-in-law. Brother-in-law and sister-in-law shall be defined as the brother or sister of the employee's spouse, or the spouse of the employee's sibling.

d) At the discretion of the Employer, additional leave with or without pay may be granted upon request of the affected employee.

12:06 Maternity, Parental and Compassionate Care Leaves

Employees will be eligible to receive maternity leave, parental leave and compassionate care leave without pay in accordance with the provisions of *The Employment Standard Code*.

12:07 Upon meeting the requirements and receiving the entitlement of Article 12:06, the employee who wishes to resume his/her employment following the minimum six (6) week period, shall be:

a) Reinstated by the Board, during the six (6) to ten (10) week postnatal period, in a position occupied by them at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

b) The employee must advise the Board, at least four (4) weeks in advance of his/her intended return date.

c) The Board may require an employee to take a medical examination at the Board's expense prior to returning to work from maternity leave to establish that her health will permit her to return.

12:08 Jury Duty and/or Court Witness Duty

An employee of the Board called to serve as a juror, or court witness shall suffer no loss of pay while doing so; any monies received for this duty shall be assigned to the Board.

12:09 Family Leave

Employees shall be entitled to use up to four (4) days of accumulated sick leave per year for emergent medical issues or appointments with a specialist that require the employee's attention and that pertain to his/her spouse, child(ren), and/or parent(s). Such leave is non-cumulative from one school year to the next school year. Documentation to support this leave may be required.

12:10 Interpersonal Violence Leave

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

ARTICLE 13 – PROBATION

13:01 A new employee will be considered on probation for the purpose of subjecting an individual to a period of testing and trial to ascertain fitness for the job; until they have completed sixty (60) days of actual work in the service of the Division.

At any time during this period, they may be dismissed with consideration to the above without any recourse to the Grievance Procedure.

13:02 At the completion of the probationary period, each employee shall have their name added to the seniority list. Such employees shall receive credit to the first (1st) day of employment.

ARTICLE 14 – STAFF CHANGES

14:01 Where vacancies are created through promotions, resignations, retirements or dismissals and when new positions are created, notice thereof will be posted on the Employer's website, in the Maintenance Shop and Transportation Department. A copy of every bulletin will be forwarded to the Secretary of the Union within seven (7) days. The closing date of bulletins will be a minimum of seven (7) calendar days after posting.

Such notice shall contain the following:

-nature of position
-qualifications
-required knowledge and education
-skills

-shift
-salary

Bulletins for vacancies posted during July and August shall be sent to all employees, such notice will be sent to the last known personal email address of all members of the bargaining unit.

14:02 Method of Making Appointments:

a) In making staff changes, appointment shall be made of the senior qualified applicant in the service. The successful applicant will be placed on a trial period of up to sixty (60) actual days worked. Upon completion of the trial period such promotion shall become permanent.

In the event that the successful applicant is, in the opinion of the Board or its designate, found to be unsatisfactory in the position during the aforementioned trial period, the employee shall be informed in writing of the decision and the reasons thereof for the decision, and the employee shall be returned to the employee's former classification and shift and any other employee promoted or transferred because of the rearrangement of position may also be returned to their former classification and shift and any other affected employee may also be returned to their former position.

14:03 Within ten (10) days following the closing date on a posting, the Board shall advise the successful applicant, each unsuccessful applicant and the Union in writing of the decision.

14:04 Disabled Employee's Preference - Any employee covered by this Agreement who has given good and faithful service to the Board and who through advancing years or temporary disablement is unable to perform his/her regular duties, may be given any light work available without affecting the rate of pay of the employee concerned.

14:05 All employees will be allowed the opportunity to bid on positions that remain vacant after the application of Articles 14:01 through 14:04. They shall have preference over external applicants, provided they possess the required qualifications and ability for the position.

ARTICLE 15 – SAFETY

15:01 All employees working in any dirty or dangerous capacity shall be supplied with all necessary tools, safety equipment and protective clothing when needed.

ARTICLE 16 – SICK LEAVE

16:01 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 or an income replacement benefit from Manitoba Public Insurance Corporation. Employees may be required to produce a medical certificate at the Employer's request.

16:02 Each employee who is continuously employed by the School Division shall accumulate entitlement for sick leave at the rate of one (1) day for each ten (10) days actually worked (but shall not include periods of sick leave or leave of absence), but the total sick leave entitlement which shall be allowed to accumulate shall not exceed one hundred and thirty (130) days.

16:03 a) When an employee is unable to work, and is in receipt of Workers' Compensation allowance as a result of an injury incurred in the course of their duties, the employee, if they so elect, shall be paid an additional amount which, combined with the compensation allowance shall ensure the maintenance of their regular salary less their usual deductions. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Worker's Compensation allowance, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.

b) An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Workers' Compensation, the Employer shall continue to pay their share of all premiums for employee benefit plans, including the pension plan, based on one-hundred percent (100%) of earnings.

16:04 Where an employee is absent because of illness, they shall endeavour to notify their immediate supervisor of their absence due to illness at least one (1) hour of beginning work, or as soon thereafter as the means of communications permit.

16:05 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 thirty (130) sick leave credits remaining. In the event that an employee has less than one hundred and thirty (130) days of sick leave credits the following formula shall apply:

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

16:06 The employees shall each contribute three (3) days sick leave for the purpose of establishing the sick leave bank. Each employee shall contribute one (1) day sick leave per annum thereafter to the bank, until a total maximum of one hundred seventy-five (175) days is accumulated. Union is to receive records of sick days for members individually and total days credited to the bank at the end of each calendar year.

ARTICLE 17 – CLASSIFICATION

17:01 Effective date of signing, in the event that an employee is temporarily assigned the duties and responsibilities of a higher classification, that employee shall immediately receive the rate of pay for that classification for the time the employee is assigned to that higher classification and be eligible for any increment that the employee may become entitled to under Appendix "A".

17:02 An employee employed by the Division to work in more than one classification as provided for in Appendix A, shall receive the pro-rated rate(s) of pay according to each classification.

17:03 Where a bargaining unit position not covered in Appendix "A" is established or where the Employer proposes to change an existing classification during the term of this Agreement, the Board will advise the Union in advance of the nature of the position and of the proposed wage rate. In the event that the Union should disagree with the said rate, the Union shall notify the Board within ten (10) working days of its objection and the rate of pay shall be subject to negotiation between the Board and the Union.

17:04 The Division agrees to prepare a new job description whenever a new job is created or whenever the duties of the job 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.

ARTICLE 18 – BUS DRIVERS

18:01 School Bus Drivers, when on trips out of the City, will be paid their regular applicable hourly rate from the time they leave until the time they return, less lunch or dinner hours where applicable.

18:02 When a driver is required to stay out overnight, accommodations will be paid, but at no time will pay apply between 11:00 p.m. and 7:00 a.m. unless the driver is required to drive during that time. In addition, effective date of signing a meal allowance of thirty dollars ($30.00) shall be paid for meals while on an overnight bus trip.

18:03 It is agreed that during the normal school year as prescribed by the Minister of Education, Only employees who are members of Local 796 and Transportation Department Management who have the yearly and up to date training shall be allowed to operate the Employer's bus with students on board at any time except in cases of emergency.

18:04 Bus drivers who are required to be on their school bus during a meal period shall be paid for that time while on duty.

18:05 a) All regularly scheduled trips (e.g. Kindergarten, shops, etc.) to be allocated on a seniority basis.

b) All field trips and co-curricular trips after regular hours are to be allotted on a rotating seniority basis. A driver who missed a night or weekend trip because of illness will be allocated the next available trip after returning to work. All drivers shall have the option of accepting evening or weekend trips but in no event shall drivers be compelled to sign up for both.

i) Evening trips are paid a minimum of a two (2) hour call out.

18:06 Bus Drivers shall be paid two (2) hours pay for all trips cancelled on the day the trip was to be taken, provided no replacement trip was assigned that day.

ARTICLE 19 – BENEFITS

19:01 Group Insurance:

The Board agrees to administer the Group Life Insurance Plan now in effect for its employees in accordance with the terms Plan.

19:02 Pension Plan:

The Board agrees to administer the Manitoba School Boards Association (MSBA) Pension Plan, for non-teaching employees in accordance with the terms of the plan.

ARTICLE 20 – SENIORITY

20:01 Seniority is defined as the length of continuous service excluding overtime in the bargaining unit and it shall operate on a bargaining-unit-wide basis.

Seniority shall be calculated from the first date of hire as a permanent employee. If a person goes from Temporary to Permanent without a break in service, seniority and sick leave and vacation will be backdated to include the period of temporary employment.

20:02 A seniority list as at the beginning of the school year shall be prepared by the Division showing the date upon which each employee's regular service commenced. The Division shall provide a copy of this seniority list to the Union and each employee not later than October 15th of each year. The Union shall also be supplied with the name and starting date of new employees falling under the terms of this Agreement.

20:03 An employee shall retain and accrue seniority if he/she is absent from work because of:

a) an absence due to sickness or accident up to eighteen (18) months;

b) vacation or paid holidays;

c) a leave of absence up to thirty (30) working days.

20:04 An employee shall retain but not accrue seniority if:

a) they are promoted outside of the bargaining unit and has not completed his/her trial period;

b) they are laid off;

c) they are on a leave of absence in excess of thirty (30) working days.

20:05 Notwithstanding 20:04, ten month employees who do not normally work during July and August shall accrue their seniority over these two months.

20:06 Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

a) they are discharged for just cause and is not reinstated;

b) they resign in writing;

c) they fail to report for duty after notification to his/her last known address or phone number to do so following a layoff;

d) they voluntarily retire;

e) they are laid off for a period of more than fourteen (14) months or such extension for time worked.

20:07 After successful completion of the probation period, seniority will be backdated to the date of hire.

ARTICLE 21 – LAY-OFF AND RECALL

21:01 Employees shall be laid off in reverse order of seniority provided that the employees retained are qualified and have the ability to perform the duties of the position.

21:02 The Board shall give the employee written notice of the date on which he/she is to be laid off at least three (3) weeks before the date on which he/she is to be laid off or in the absence of such notice shall grant pay in lieu thereof.

21:03 Both parties recognize that job security shall increase in proportion to length of service. Therefore, an employee who is laid off may displace any employee in the bargaining unit with less seniority provided that they possess the qualifications and ability to perform the duties of the position of the less senior employee.

21:04 Any employee who is laid off and chooses to not exercise his/her seniority rights to displace a less senior employee, shall be placed on a recall list for a period of fourteen (14) months. The employee shall receive first option, in line of seniority for 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.

21:05 Employees shall be recalled in order of their seniority within the bargaining unit. When a recall situation has arisen, the Division shall notify immediately by certified letter, the most senior laid off employee possessing the required qualifications and ability for the position. The onus is on the employee to inform the Board of his/her 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 his/her acceptance or rejection of the position. No new employees shall be hired until those laid off have been given an opportunity of recall.

21:06 Regular full time and regular part time employees on layoff and recall shall receive priority for any casual or temporary work assignments within the bargaining unit.

21:07 It is not the intent of these layoff and recall procedures that regular ten (10) month employees are allowed to bump other regular employees during normal school closures.

21:08 An employee shall have the right to decline recall on two (2) occasions only, with no effect on their status on the re-employment list.

ARTICLE 22 – PAY

22:01 The Board shall pay salaries and wages in accordance with Appendix "A" attached hereto and forming part of this Agreement. All employees other than full-time shall be paid the appropriate hourly rate in Appendix "A" and shall receive the applicable benefits pro-rated accordingly.

22:02 The Board agrees to pay such wages on a bi-weekly basis.

22:03 Salary payments are made by direct deposit into a single account at the financial institution of the employee's choice.

ARTICLE 23 – CONTRACTING OUT

23:01 In order to provide job security, the Employer agrees that no employee will lose their job or have their normal hours of work reduced as a result of contracting out.

For purposes of Article 23:01, only positions that remain vacant after being posted as per the terms of Article 14 will be considered for contracting out.

The Division will notify the Union when a vacancy is to be contracted out under this article.

ARTICLE 24 – STRIKES AND LOCKOUTS

24:01 There shall be no strikes, walkouts or slowdowns on the part of any employee during the term of this Agreement provided that the terms of this Agreement are adhered to.

24:02 There shall be no lockouts or shutdowns on the part of the Board during the term of this Agreement provided that the terms of this Agreement are adhered to.

ARTICLE 25 – ACCOMMODATIONS

25:01 Where possible, the Board will provide proper accommodations for the employees to eat their lunch and keep their personal belongings.

ARTICLE 26 – USE OF PRIVATE VEHICLES

26:01 Employees required to use their own vehicles in performance of their duties shall be reimbursed mileage in accordance with Board Policy.

ARTICLE 27 – NO DISCRIMINATION

27:01 The Union and Division agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, nationality, religion, colour, sex, age, marital status, sexual orientation, physical handicap, ethnic or national origin, political beliefs, family status, or by reason of membership or non-membership in the Union.

ARTICLE 28 – EMPLOYMENT INSURANCE REBATE

28:01 The employee's portion of the Employment Insurance rebate as determined by the Employment Insurance Act shall be forwarded to the Union.

ARTICLE 29 – VIOLENCE IN THE WORKPLACE

29:01 The Division and Union agree to work together in promoting safe and healthy practices and conditions within the Division. Both parties jointly affirm their responsibility to adhere to *The Workplace Safety and Health Act* of Manitoba.

ARTICLE 30 – GENERAL

30:01 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 WITNESS WHEREOF the Chairman and the Secretary-Treasurer of the River East Transcona School Division have hereunto set their hands for, and on behalf of, the River East Transcona School Division, and the President and Negotiations Committee of the River East Transcona School Division Employees' Unit Canadian Union of Public Employees Local 796, the Union Representative thereof and the Chairman of the Negotiating Committee have hereunto set their hands for, and on behalf of the River East Transcona School Division Employees' Unit, Canadian Union of Public Employees Local 796.

SIGNED at Winnipeg, Manitoba this 13th day of July, AD 2026

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 796

PRESIDENT

VICE-PRESIDENT

ON BEHALF OF:
RIVER EAST TRANSCONA SCHOOL DIVISION

BOARD CHAIR

SECRETARY-TREASURER

APPENDIX "A" WAGES

	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027
General Wage Increase	3.0%	3.0%	3.0%	3%	2.50%
Bus Driver				**$1/Hour**	
Start	**$27.14**	$27.96	$28.80	**$30.66**	**$31.43**
After 1 Year	**$27.73**	$28.56	$29.42	**$31.30**	**$32.08**
Storekeeper				**$0.50/Hour**	
Step 1	**$23.72**	$24.43	$25.17	**$26.42**	**$27.08**
Mechanic				**$2.50/Hour**	
Start	**$33.79**	**$34.80**	$35.84	**$39.42**	**$40.41**
After 1 Year	**$35.21**	**$36.26**	$37.35	**$40.97**	**$42.00**
Lead Mechanic				**$2.00/Hour**	
Start	$36.27	$37.35	$38.47	**$42.13**	$43.18

LETTER OF UNDERSTANDING

BETWEEN

RIVER EAST TRANSCONA SCHOOL DIVISION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 796

RE: EXTRA HOURS – SIGN UP SHEET

The parties herewith agree that employees will continue to be given the opportunity to receive extra hours through the sign-up process and the Division agrees that only those extra hours that are not selected by the employees shall be considered vacancies in accordance with Article 23:01 – Contracting Out.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

SIGNED at Winnipeg, Manitoba this 13th day of July, AD 2026

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 796

PRESIDENT

VICE-PRESIDENT

ON BEHALF OF:
RIVER EAST TRANSCONA SCHOOL DIVISION

BOARD CHAIR

SECRETARY-TREASURER

LETTER OF UNDERSTANDING

BETWEEN

THE RIVER EAST TRANSCONA SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 796

RE: APPRENTICE MECHANICS

If and when the Division hires apprentice mechanics, a minimum of second year apprentice will be hired. Such apprentices shall be paid:

a) 70% of the journeyman's rate in the second year;

b) 80% of the journeyman's rate in the third year;

c) 90% of the journeyman's rate in the fourth year.

Terms and Conditions

1) For the purposes of this letter of understanding, apprentices shall be considered temporary employees.

2) Notwithstanding 1) above, apprentices will have no rights or recourse to the grievance and arbitration clauses, and further, should an apprentice not satisfy certain requirements of the Division, then in the Division's sole and exclusive discretion and notwithstanding any clause or agreement to the contrary, the Division may refuse to allow such apprentice to receive incremental increases or, in the alternative, the Division may terminate the employment of the apprentice.

SIGNED at Winnipeg, Manitoba this 13th day of July, AD 2026

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 796

PRESIDENT

VICE-PRESIDENT

ON BEHALF OF:
RIVER EAST TRANSCONA SCHOOL DIVISION

BOARD CHAIR

SECRETARY-TREASURER

LETTER OF UNDERSTANDING

BETWEEN

THE RIVER EAST TRANSCONA SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 796

RE: RELIGIOUS HOLY DAYS

The Parties agree to the following:

1) An employee 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.

2) 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:

   i) 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.

   ii) 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.

   iii) 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.

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

SIGNED at Winnipeg, Manitoba this 13th day of July, AD 2026

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 796

PRESIDENT

VICE-PRESIDENT

ON BEHALF OF:
RIVER EAST TRANSCONA SCHOOL DIVISION

Colleen Caverwell

BOARD CHAIR

SECRETARY-TREASURER

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE RIVER EAST TRANSCONA SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 796

RE: SICK LEAVE PAYMENT

As an outcome of the 2015-2018 Collective Bargaining between CUPE Local 796 (Transportation) and the River East Transcona School Division, the parties agree to establish a process for the calculation of sick leave payment applicable to Bus Drivers wherein as their daily hours of work fluctuate during the year based on additional work assignments, including field trips, but excluding overtime.

The process for the accrual and payment of sick leave effective the beginning of the 2016-2017 school year is as follows:

1. The amount of daily sick leave payable for each employee will be established three times per year based on a ten-month school year, and be effective on the first pay period of the `Effective Period`:

Calculation Period	**Effective Period**
April – June (previous school year)	September – December (current school year)
September – December (excluding Winter Break	January – March
January – March (excluding spring break)	April – June

2. The average daily hours established in the Calculation period will be in effect for the Effective period.
3. Sick leave will continue to be accrued in accordance with Article 16 of the Collective Agreement.
4. Sick leave commencing in the Effective period will be paid to a Bus Driver at their average daily hours based on the employee`s regular assigned hours as well as any additional hours worked, including field trips but excluding overtime in the Calculation period.

5. Sick leave absences extending beyond an Effective period will remain at the average daily hours established in the Calculation period prior to when the sick leave commenced.

SIGNED at Winnipeg, Manitoba this 13th day of July , AD 2026

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 796

PRESIDENT

VICE-PRESIDENT

ON BEHALF OF:
RIVER EAST TRANSCONA SCHOOL DIVISION

BOARD CHAIR

SECRETARY-TREASURER