# AGREEMENT BETWEEN

# THE RIVER EAST TRANSCONA SCHOOL DIVISION

# (CLERICAL)

# AND

# CANADIAN UNION OF PUBLIC EMPLOYEES

# LOCAL 4587

# JANUARY 1, 2023 – DECEMBER 31, 2027

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## ARTICLE 1 – PREAMBLE

1:01 WHEREAS it is the desire of both parties to this Agreement:

a) To maintain and improve the harmonious relations and settled conditions of employment between the Division and the Union;

b) To recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, employment services, etc.;

c) To encourage efficiency in operation;

d) To promote the morale and well-being of all employees in the bargaining unit of the Union.

**1:02 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.**

NOW THEREFORE, the parties agree as follows:

## ARTICLE 2 – MANAGEMENT RIGHTS

2:01 The Management of schools and the direction of the work forces are vested exclusively with the Division or anyone authorized to act on its behalf, and therefore subject to the terms and provisions expressly provided in this Agreement, has the sole right to determine qualifications and the conditions for an employee's continued employment, to hire, discipline, suspend, discharge, lay-off, assign, promote, demote, transfer employees, and to determine the starting and quitting times, the hours to be worked, and the schedule of work to be performed. The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division.

2:02 The exercise of the foregoing powers, duties, and responsibility by the Board, the adoption of policies, rules, regulations and practices; and the use of judgment and discretion shall be limited only by the specific terms of this Agreement and in conformance with the laws of the Province of Manitoba.

2:03 In administrating this Agreement, the Division shall act reasonably, fairly, in good faith and in a matter consistent with the Agreement, as a whole.

## ARTICLE 3 – RECOGNITION

3:01 The Division recognizes the Canadian Union of Public Employees and its Local 4587 as the sole and exclusive collective bargaining agency for all of its employees as defined in Certificate No. MLB 6283 granted by the Manitoba Labour Board issued on the 18th day 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.

3:02 The Union agrees not to solicit Union membership or transact any business of the Union on the Division's time, except as herein provided.

3:03 In this Agreement, unless the context otherwise requires, the expression "employee" signifies a person who is employed by the Division as provided for in Schedules A, B, and C of the Agreement. Furthermore,

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) "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 specified event. This period of time shall not exceed six 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) The six (6) month time limit within the definition of term employee shall not apply to term employees hired for maternity, parental, **adoptive or medical** leaves. These employees shall be classified as term until the return of the regular employee they have been hired to replace.

e) "Casual employee" means an employee who is employed on an irregular and unscheduled basis. A casual employee is not covered by this Agreement.

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

## ARTICLE 3 RECOGNITION (Continued)

3:04 The Union shall have the right to have the assistance of representative(s) or advisor(s) of the Union when dealing or negotiating with the Division on matters related to the Collective Agreement or the Manitoba Labour Relations Act.

Such representative(s) or advisor(s) shall have access to the Division's premises in order to communicate with any employee(s) within a given building in the bargaining unit with respect to matters arising out of the Collective Agreement or the Manitoba Labour Relations Act providing the following conditions are met:

a) Prior approval of the Director of Human Resources or Secretary-Treasurer has been given.

b) The visitation does not disrupt normal work functions and will take place during normal break time.

## ARTICLE 4 – UNION SECURITY

4:01 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 his or her becoming a permanent employee.

4:02 The Division agrees to deduct from the salaries of each and every employee covered by this Agreement the amount of dues as determined by the Union.

4:03 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.

4:04 The Union shall notify the Division 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.

4:05 In consideration of the foregoing clauses, the Union shall hold the Division harmless with respect to all dues so deducted and remitted and with respect to any liability which the Division may incur as a result of such deductions.

4:06 It is understood between the parties that no employee will lose his or her job during the term of this collective agreement as a result of contracting out of services.

## ARTICLE 4 UNION SECURITY (Continued)

4:07 The Division agrees to provide each new employee with **an electronic** copy of the Collective Agreement in effect at the time of hiring.

4:08 Persons who are not in the bargaining unit shall not perform work in vacant positions that should normally be performed by members of the bargaining unit who are available and qualified to do the work. This article does not apply to casual employees.

## ARTICLE 5 – LABOUR/MANAGEMENT RELATIONS

5:01 The bargaining committee of the Division shall be appointed by the Board and shall consist of members of the Division and/or members of the administration staff and/or others as the Division deems appropriate. The Union committee shall consist of not more than five (5) members of the Union, or appointees of the Union. The Union will advise the Division of the Union nominees to the Committee. The Division shall advise the Union of the Division nominees to the Committee.

5:02 During negotiations both the Division and the Union have the right to any assistance they wish.

5:03 Matters of mutual concern other than negotiations shall be referred to the local executive committee of the Union and the appropriate personnel committee of the Division.

5:04 (a) The Division agrees to provide at least ninety (90) days advance notice, as required by law under provisions of Section **83** (1) to Section **85** (1) of the Manitoba Labour Relations Act, to the Union of any major technological changes in equipment which would result in changes in the employment status or working conditions of the employees as provided for in this agreement.

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

(c) The Division agrees that it will endeavor to introduce technological change in a manner which will minimize the disruptive effects on its employees.

**5:05** (a) **The Division and Union jointly affirm that reasonable accommodation is the mutual responsibility of the Division, the Union and the employee requesting an accommodation.**

**(b) Employees who are permanently accommodated will be paid at the rate of pay for the classification in which they have been placed as provided for in the Collective Agreement.**

## ARTICLE 6 – GRIEVANCE PROCEDURE

6:01 Should a difference arise between the Division and any 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 a shop steward 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: **Failing satisfactory settlement as noted above, 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. 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.

**In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within fifteen (15) working days of the said employee returning to work.**

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 or her designate, who shall then arrange a mutually agreeable date to hear the grievance.

The Secretary-Treasurer **or designate** shall render his or her 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.

## ARTICLE 6 GRIEVANCE PROCEDURE (Continued)

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) calendar 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 of the parties to this Agreement in writing.

## 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 **nominee** to an Arbitration Board and notify the other party of the name and address of its appointee. The two named **nominees** shall appoint a third person, who shall be mutually satisfactory to both parties, to act as Chairman.

If the recipient of the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a Chairman 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 fifteen (15) 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 Chairman.

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.

## ARTICLE 7 ARBITRATION (Continued)

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 – DISCHARGES, SUSPENSIONS AND TERMINATIONS

8:01 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 his or her discharge or suspension, with a copy being sent to the Union.

8:02 An employee shall give ten (10) working days written notice prior to resignation and conversely the Division shall give ten (10) working days written notice prior to termination, except as provided in 8:01.

## ARTICLE 9 – HOURS OF WORK AND WORK YEAR

9:01 The normal hours of work shall consist of five (5), seven (7) hour days from Monday to Friday inclusive.

9:02 Employees shall be allowed a fifteen (15) minute rest period both in the morning and the afternoon.

9:03 The work year for clerical staff employed in schools shall be as follows unless specifically arranged otherwise:

| | |
|---|---|
| Senior **Years** | School year plus up to 15 days during summer break as determined by the Division. |
| **Middle Years** | School year, plus up to ten days during summer break as determined by the Division. |
| **Early Years** | School year, plus up to ten days during summer break as determined by the Division. |

9:04 **Ten (10) month** employees shall be paid at their hourly rate for all time worked beyond the school year. Such time worked shall be at the discretion of the Division and shall include all employee benefits.

## ARTICLE 10 – OVERTIME

10:01 Overtime work shall not be performed or paid for unless authorized by the **Principal or Supervisor.**

10:02 Overtime shall be paid at the rate of one and one-half (1 ½ x) times the employee's hourly rate of pay for the first seven (7) hours of overtime in any one day from Monday to Friday inclusive. Time worked on a Saturday shall be paid at overtime rates. All time worked on Sunday shall be paid at double the standard rate of pay for every hour worked.

10:03 Any employee who is required to work on a Statutory Holiday shall be paid the rate of double the standard rate of pay for every hour worked in addition to **their** regular pay.

10:04 Part-time employees, working less than seven (7) hours per day, who are required to work longer than the 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.

10:05 If an employee is required to work more than two hours past **their** regular hours of work, **they** will be allowed **$20.00** lunch money unless an adequate lunch is provided by the Division.

10:06 Employees will be allowed to bank up to 60 hours of overtime per school year to be used during the **Winter** and Spring Break periods, where an employee does not have sufficient earned vacation entitlement for these periods. Overtime banked but not used will be paid out at the end of May in each school year.

## ARTICLE 11 – STATUTORY HOLIDAYS

11:01 The following holidays shall be observed in the River East Transcona School Division:

| | | |
|---|---|---|
| New Year's Day | Victoria Day | Labour Day |
| Christmas Day | Good Friday | Thanksgiving Day |
| Canada Day | Remembrance Day | Boxing Day |

**Terry Fox Day** Louis Riel Day

**Orange Shirt Day (National Day of Truth and Reconciliation)**

Plus any other Statutory Holiday as proclaimed by the Federal, Provincial or Local Government authority.

11:02 Provided that where any of the said days except Remembrance Day falls 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 falls on a Sunday, the first working day following the holiday shall be observed as a holiday in lieu thereof.

11:03 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**.

11:04 Absence on either or both the day preceding or following the required days due to sickness covered by a Doctor's Certificate or other approved Leave of Absence shall be construed as being present at work.

11:05 Regular part-time employees shall be entitled to Statutory Holiday pay on a pro rata basis.

## ARTICLE 12 – VACATIONS

12:01 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.

12:02 Employees shall receive an annual vacation with pay in accordance with credited service as of June 30th as follows (ten-month employees shall be considered as a full year for vacation purposes):

| | |
|---|---|
| Less than one (1) year | 1 working day for each completed month of service, not to exceed 10 days. |
| One full year or more | 2 weeks |
| Three full years or more | 3 weeks |
| Ten full years or more | 4 weeks |
| Fifteen full years or more | 5 weeks |
| Twenty-four full years or more | 6 weeks |

Every employee with thirty (30) full years of service with the Division as 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 (5) days vacation |

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

**Where there is no break in service, an employee who transfers from temporary employment to a permanent position shall retain their original date of hire as their anniversary date for the purpose of vacation entitlement and time away from work.**

12:03 Vacations must be taken in any one vacation year. They may not be accumulated from one vacation year to another.

12:04 Employees who are working in schools and are not required to work during the **Winter** or Spring Break period shall take their vacations during these periods. Employees qualifying for more vacation than what is normally provided for at Christmas and Spring Break may choose to receive payment for same at the end of May in any year or to take the vacation time at a time during the year that is mutually agreeable to the principal or supervisor and the employee.

12:05 Normally the vacation period shall be July and August for those employees whose services are required twelve (12) months each year. Employees who are required to work full time during the **Winter** and/or Spring Break periods shall receive full salary during these periods. Their vacation with pay credits may be taken at any time during the year that is mutually agreeable to the principal or supervisor and the employee.

12:06 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 be added to the vacation period or reinstated for use at a later date. The employee shall provide proof of such hospitalization.

## ARTICLE 13 – LEAVE OF ABSENCE

13:01 Leave of Absence without loss of seniority and without pay shall be granted upon request to the Division by employees elected or appointed to represent the Union. The employee shall continue to accrue seniority and benefits. The Division may, if requested by the Union, continue to pay the employee during periods of leave of absence for Union business without pay as if he or she had remained at work. The Division will then bill the Union an amount equal to 100% of the employee's salary plus the actual cost of benefits. Such time shall not exceed an aggregate total of thirty (30) days in any one (1) year to all members of the bargaining unit.

13:02 Any representative of the local executive committee of the Union, who is an employee of the Division, and subject to Article 5.01, shall have the right of attending bargaining sessions and/or joint committee meetings between the Board and the Union during working hours, without loss of wages.

13:03 Bereavement Leave

(a) An employee shall be granted Bereavement Leave up to five (5) days 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 Division may, at its discretion, grant reasonable traveling time.

(b) An employee shall be granted up to one (1) day Bereavement Leave without loss of pay in the case of the 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.

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

13:04 Maternity, **Parental and Adoptive** Leave

The provisions of the Employment Standards Code of the Province of Manitoba shall prevail in regard to Maternity, **Parental and Adoptive** leave.

13:05 Leave of absence with pay and without loss of seniority will be granted to an employee who is required to serve on jury duty. The employee will turn over to the Division the payment he or she 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.

## ARTICLE 13 LEAVE OF ABSENCE (Continued)

13:06 General Leave

The Division may grant leave of absence without pay and without loss of seniority to any employee requesting such leave. Such request to be in writing and submitted to the Human Resources Department.

13:07 Participation in Group Plans while on Leave of Absence, Maternity Leave, and/or Parental Leave pursuant to the terms and conditions of the Plans, an employee granted a leave of absence will be eligible to continue to participate during her or his absence in all Group Plans and shall prepay to the Division a sum of money equal to the total premiums for the period of the leave of absence to a maximum of two (2) years should the employee wish to do so.

The Division shall thereupon make payments under the Plans on behalf of the employee during the said two (2) years of leave of absence. In the event of a rate change in any of the plans during the duration of the leave, the Division shall inform the employee, in writing, of the additional sums of money necessitated by the change in rates. The Division shall inform the employee at the time of notification of the leave being granted, of the approximate amount of premiums payable by the employee for the duration of the leave.

13:08 Family Medical 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 that pertain to their spouse, child(ren) and/or parents(s). Such leave is non-cumulative from one school year to the next school year. Documentation to support this leave may be required.

**13.09** The Division acknowledges the legislated requirements of the Employment Standards Code relating to **all protected leaves.**

## ARTICLE 14 – SICK LEAVE PROVISIONS

14:01 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.

14:02 Effective date of signing, 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 thirty (130) days.

## ARTICLE 14 SICK LEAVE PROVISIONS (Continued)

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

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

## ARTICLE 15 – SENIORITY

15:01 Seniority is defined as the length of continuous service with the Division calculated on the basis of accumulated days. A day shall consist of seven (7) hours of work.

15:02 The Board wishes to encourage promotion from within the ranks of its employees. When selecting suitable applicants to fill a vacant position the Board will recognize seniority, and providing **they are** able to meet the requirements of the position, the employee with the most seniority shall be given first preference for the vacant position.

15:03 An Employee shall only lose seniority when:

a) **They are** discharged for cause and is not reinstated;

b) **The employee** resigns;

c) **They are** absent from work without sufficient cause or without notifying the Division, unless such notice was not reasonably possible;

d) **They are** laid off for a period greater than fifteen (15) months shall be considered to be a terminated employee of the School Division;

e) **The employee** does not return to work within ten (10) working days following a lay off and after receiving notice **in writing** 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 Division up to two (2) weeks notice.

## ARTICLE 15 – SENIORITY (Continued)

15:04 An employee shall not lose any and continue to accrue seniority as a result of leave of absence due to accessing maternity/parental or adoption leave.

15:05 Seniority provisions do not apply to a **newly** hired **employee** on a term basis. However, if **a newly hired employee** goes from term to permanent without a break in service, seniority will be backdated to include the period of term employment. Such seniority shall not be used to displace employees who were hired to fill positions **awarded** prior to the backdating of the seniority.

15:06 The Division shall maintain a Seniority List showing the date upon which each employee's service commenced. An up-to-date Seniority List shall be sent to the Union in September of each year.

## ARTICLE 16 – PROBATIONARY PERIOD/STAFF CHANGES

16:01 Newly hired employees shall be considered on probation for a period of sixty (60) actual days worked from date of hiring. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After the probationary period, seniority shall be effective from the original date of hiring. Probationary period may be extended to one hundred twenty (120) actual days worked subject to a written notice being given to the Union. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge.

16:02 (a) When a vacancy occurs within the bargaining unit, the **Division** shall post notices of the position within **ten (10)** working days of the vacancy in the Division's office, schools and departments **on the Division's 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 therefore.

(b) When a new position is created within the bargaining unit, the **Division** shall post notices of the position **on the Division's 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 therefore.

(c) In the event of a job vacancy bulletin being issued during July or August, such notices will be sent to the last known **personal email** address of all members of the bargaining unit.

(d) The President and Secretary of the Union shall be notified of the name of the successful applicant for any vacancy within the bargaining unit.

**ARTICLE 16 – PROBATIONARY PERIOD/STAFF CHANGES (Continued)**

(e) **When a probationary employee applies for and is awarded a new position as a result of transfer or promotion, it is agreed that they shall be required to start a new probationary period.**

**When a part-time probationary employee applies for and is awarded an additional position, it is agreed that they shall be required to start a new probationary period with respect to the additional position only, and this shall not affect the employee's probationary period in their existing position.**

16.03 Bulletins shall specify position, position summary, classification, rate of pay, and qualifications.

16:04 A successful applicant from within the service of the Division shall be placed on trial for a 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 classification, the employee shall be returned to **their** former position without loss of seniority or former wage or 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.

16:05 Employees on being promoted to a higher classification shall be placed in the same step in the higher classification. Part-time employees on being promoted to a higher classification shall be placed in the new classification based on full year equivalent service.

16:06 When an employee is authorized to perform the duties of an employee in a higher classification for one full day or more, such employee shall be paid the higher rate of pay.

16:07 When the new classification, not covered in Schedules A, B, or C is to be established, the rate of pay for such a classification shall be subject to negotiations between the Division and the Union.

16:08 An employee, who **requires a permanent accommodation, and** is unable to perform **their** regular duties, may be given preference for or assigned to any position available within the scope of this Agreement at the salary for that position, **subject to the employee's skills, qualifications and abilities**.

16:09 Where current positions within a classification are reclassified one (1) class up (or down), the incumbent shall be given the opportunity to retain the position without posting the position. Positions where reclassification involves more than one (1) class change shall be **posted.**

## ARTICLE 16 – PROBATIONARY PERIOD/STAFF CHANGES (Continued)

16:10 An employee on being reduced to a lower classification within the same school/work site, and as long as the employee remains at that school/work site, shall have **their** salary remain in effect until such time as the rate of salary for the lower classification reaches that salary. Such employees shall apply for and accept any **posted** positions in the higher classification for which the employee qualifies.

16:11 Term positions of five (5) months or more shall be posted and filled in accordance with Articles 15 and 16. All regular employees may apply for such term positions. Additional postings shall not be required for the position of an employee who may be awarded the term position.

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. When filling term positions, applicants will be told at the time of their interview if the position they will be leaving will become redundant or otherwise changed by way of normal operations.

## ARTICLE 17 – LAY-OFF AND RECALL

17:01 The following lay-off provisions shall not apply in the case of ten-month employees (where the lay-off is seasonal and with a definite recall date) during the period between the official closing of the school term and the commencement of the opening of the fall term.

17:02 If employees within the Bargaining Unit are to be laid off, prior to lay-off notices being sent, the Division shall meet with the Union to ensure that the least amount of disruption to the Division and the affected employees will occur.

17:03 The employees to be laid off will be given written notification of lay-off at least four (4) weeks prior to the date of lay-off. When notice is not given or when the notice is less than that provided for, the employees shall receive pay in lieu thereof.

17:04 In the event of a lay-off, an employee about to be laid off may displace a junior person in **their** classification; or if no junior person exists, **the employee** may choose to displace a junior person in the next lower classification. The laid-off or displaced employee must indicate **their** intention in writing of exercising seniority rights, as outlined above, within five (5) working days of receiving the lay-off or displacement order.

17:05 Seniority shall be retained but shall not accrue during a period of lay-off up to twelve (12) months.

## ARTICLE 17 – LAY-OFF AND RECALL (Continued)

17:06 Any employee who is laid off shall be placed and kept on a recall list in order of seniority for a period of fifteen (15) months from date of lay-off and shall be advised of any clerical position which is open. A laid off employee must apply for such a vacant position if the vacant position provides equivalent hours to the position from which **the employee** was laid off, or such employee shall be removed from the recall list.

**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.**

## ARTICLE 18 – REGULAR PART-TIME EMPLOYEES

18:01 All part-time employees shall receive the wage rate and benefits on a pro rata basis, based on their equivalent full-time (E.F.T.).

## ARTICLE 19 – NO STRIKE

19:01 During the term of this Agreement, there shall be neither strikes, nor slow down, nor any other interference with production on the part of the Union, nor shall there be any lockout by the Division. The Division may discipline or discharge any employee who violates this provision.

## ARTICLE 20 – NO DISCRIMINATION

20:01 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 age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status, nor by reason of **an employee's** membership or non-membership in the Union, **in accordance with applicable legislation, including but not limited to *The Manitoba Human Rights Code*, and *The Workplace Safety and Health Act*.**

## ARTICLE 21 – EMPLOYEE BENEFITS

21:01 Pension Plan

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

## ARTICLE 21 – EMPLOYEE BENEFITS (Continued)

21:02 Group Life Insurance

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

21:03 Long Term Disability Plan

All new employees shall participate in the Manitoba Teachers' Society Salary Continuance Plan. The employee shall pay 100% of the premium.

## ARTICLE 22 – JOB DESCRIPTIONS AND CLASSIFICATIONS

22:01 An employee shall have the right to request a review of **their** classification if there is a substantial change in job duties, or if **they** feel the job has been unfairly or incorrectly classified. Such a request shall be in writing to the Director of Human Resources with a copy to the Union Representative. The employee shall be notified of the decision within thirty (30) days of the employee's written request. **Where the review cannot be completed within this timeframe, the Division shall provide a written update to the employee and the Union outlining the status of the review and the anticipated timeline for completion.** When an employee is dissatisfied with the decision **the employee** and the Union, on **their** behalf, may appeal the decision to the **Superintendent and/or Designate. If the Parties are unable to agree on the rate of pay, such disagreement shall be submitted to arbitration as provided for under this Agreement.**

22:02 The Division agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. A job description will be prepared 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 descriptions.

22:03 Where a bargaining unit position not covered in Schedule A is established or where the Division proposes to change an existing classification during the term of this Agreement, the Division will advise the Union in advance of the nature of the position and the proposed wage rate. In the event that the Union should disagree with the said rate, the Union shall notify the Division within ten (10) working days of the Union's receipt of the Division's proposal of its objection and the rate of pay shall be subject to negotiations immediately between the Division and the Union.

**If the parties are unable to agree on the rate of pay, such difference shall be submitted to grievance and arbitration for determination. The new rate shall be retroactive to the time the new position was first filled by the employee or the existing position was changed.**

## ARTICLE 23 – EMPLOYEE FILES

23:01 An employee may, at a mutually agreed time, review **their personnel** file after submitting a written request to the Director of Human Resources.

23:02 The Division will have a Representative present when the employee is reviewing **their personnel** file. The employee has the right to be accompanied by a Union Representative.

23:03 The employee **has access to** all of **the** documents contained in the file. An employee shall be informed, of any documents that are being placed in **the** employee**'s personnel** file, which are of a disciplinary or work performance matter **and a copy will be made accessible in the electronic personnel file.**

23:04 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 24 – DURATION AND REVISION OF AGREEMENT

24:01 This Agreement shall take effect and be binding upon the parties from January 1st, 2023, up to and including the 31st day of December, 2027, and thereafter until revised or terminated as hereinafter provided.

24:02 If either party desires to revise or terminate this Agreement on the 31st day of December, **2027**, they will give the other party not more than ninety (90) days and not less than thirty (30) days notice, in writing, prior to the expiry date of this Agreement.

24:03 If such notice is not given, this Agreement shall continue in full force thereafter until revised or terminated by not more than ninety (90) days and not less than thirty (30) days notice by either party, prior to the 31st day of December in any year.

24:04 During the period of negotiations for a revised contract, this Agreement shall remain in full force.

24:05 Distribution of Agreement

A copy of this Agreement will be supplied by the Division to each employee within the bargaining unit.

**ARTICLE 25 – RETIREMENT POLICY**

25:01 Employees shall be eligible to retire at age sixty-five (65) or earlier in accordance with the terms of the MAST Pension Plan for Non-Teaching Employees.

Signed this 15 day of September, 2026.

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4587

PRESIDENT

VICE PRESIDENT

SIGNED ON BEHALF OF:
RIVER EAST TRANSCONA SCHOOL DIVISION

BOARD CHAIR

SECRETARY-TREASURER

JO/jad/cope491
August 31, 2026

## SCHEDULE A – CLASSIFICATIONS

### CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4587
### AND
### RIVER EAST TRANSCONA SCHOOL DIVISION

**Clerk A**

- School Secretary
- General Office Secretary (Administration Offices, Maintenance, Transportation, Student Services Units, , Continuing Education, Transcona Adult Learning Centre, McLeod Adult Learning Centre)
- Administration Offices Duplicating Clerk

**Clerk B**

- Administration Offices Technology Resource Clerk
- Administration Offices – Accounts Payable Clerk
- Educational Resource Centre
- Maintenance and Transportation Offices

**Clerk C**

- Head Secretary – School Office
- Head Secretary – Adult Education/McLeod Adult Learning Centre

**Clerk D**

- Head Secretary-School Office (Kildonan-East Collegiate, Miles Macdonell Collegiate, Murdoch MacKay Collegiate, River East Collegiate, **Transcona Collegiate)**
- Administration Offices – Payroll **Coordinator without PCP designation**
- Secretary to Director – Maintenance
- Secretary to Director – Transportation
- Head Secretary-Student Services Unit
- Secretary to Director – International Education Program
- Secretary to Director – Information Technology
- Secretary to Director – Human Resources

**Clerk E**

- **Secretary to Assistant Superintendent**

**Clerk F**

- **Administration Offices - Payroll Coordinator with certification**

## SCHEDULE B – SALARY SCALE

| | January 1, 2023 (3%) | | | |
|---|---|---|---|---|
| ***Classification*** | ***Step 1*** | ***Step 2*** | ***Step 3*** | ***Step 4*** |
| Clerk A | $22.45 | $23.72 | $25.01 | $26.47 |
| Clerk B | $23.74 | $25.03 | $26.37 | $27.83 |
| Clerk C | $24.89 | $26.25 | $27.64 | $29.19 |
| Clerk D | $26.07 | $27.47 | $28.91 | $30.57 |
| | **January 1, 2024 (3%)** | | | |
| ***Classification*** | ***Step 1*** | ***Step 2*** | ***Step 3*** | ***Step 4*** |
| Clerk A | $23.12 | $24.43 | $25.76 | $27.26 |
| Clerk B | $24.45 | $25.78 | $27.16 | $28.67 |
| Clerk C | $25.64 | $27.04 | $28.47 | $30.07 |
| Clerk D | $26.85 | $28.29 | $29.78 | $31.49 |
| | **January 1, 2025 (3%)** | | | |
| ***Classification*** | ***Step 1*** | ***Step 2*** | ***Step 3*** | ***Step 4*** |
| Clerk A | $23.82 | $25.16 | $26.53 | $28.08 |
| Clerk B | $25.18 | $26.55 | $27.98 | $29.53 |
| Clerk C | $26.41 | $27.85 | $29.33 | $30.97 |
| Clerk D | $27.66 | $29.14 | $30.68 | $32.43 |
| Clerk E | $30.78 | $32.22 | $33.66 | $35.10 |
| Clerk F | $32.32 | $33.83 | $35.34 | $36.86 |
| | **January 1, 2026 (3%) + Adj** | | | |
| ***Classification*** | ***Step 1*** | ***Step 2*** | ***Step 3*** | ***Step 4*** |
| Clerk A | $25.53 | $26.92 | $28.33 | $29.92 |
| Clerk B | $26.94 | $28.35 | $29.81 | $31.42 |
| Clerk C | $28.20 | $29.68 | $31.20 | $32.90 |
| Clerk D | $29.48 | $31.02 | $32.60 | $34.41 |
| Clerk E | $31.70 | $33.19 | $34.67 | $36.15 |
| Clerk F | $33.29 | $34.84 | $36.40 | $37.97 |

| | January 1, 2027 (2.5%) | | | |
|---|---|---|---|---|
| *Classification* | *Step 1* | *Step 2* | *Step 3* | *Step 4* |
| Clerk A | $26.17 | $27.59 | $29.04 | $30.67 |
| Clerk B | $27.61 | $29.05 | $30.56 | $32.20 |
| Clerk C | $28.91 | $30.42 | $31.98 | $33.72 |
| Clerk D | $30.22 | $31.79 | $33.41 | $35.27 |
| Clerk E | $32.50 | $34.02 | $35.54 | $37.06 |
| Clerk F | $34.12 | $35.72 | $37.31 | $38.91 |

Signed this 15 day of September, 2026.

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4587

PRESIDENT

VICE PRESIDENT

SIGNED ON BEHALF OF:
RIVER EAST TRANSCONA SCHOOL DIVISION

BOARD CHAIR

SECRETARY-TREASURER

JO/jad/cope491
August 31, 2026

## LETTER OF UNDERSTANDING – MAJOR RELIGIOUS HOLY DAYS

The Parties agree to the following:

1. 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**. Employees shall not absent themselves from duty for reason of major religious holy days without first notifying the Superintendent or his designate. The following notification period shall apply:

   a) Employees on staff requiring major religious holy days 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, but not later than September 30th.

      **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) In instances where major religious holy days 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.

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

Signed this 15 day of September, 2026.

| | |
|---|---|
| SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4587 | RIVER EAST TRANSCONA SCHOOL DIVISION |
| PRESIDENT | BOARD CHAIR |
| VICE PRESIDENT | SECRETARY-TREASURER |

## LETTER OF UNDERSTANDING – EXTRA HOURS

WHEREAS from time to time the Division requires clerical support for extra work, the Division will, where possible and practical, assign this extra work to existing clerical staff as follows:

1. All part-time clerical staff wishing to be considered for assignment of extra hours are to notify the Director of Human Resources in writing at the beginning of each school year.

2. Allocation of extra hours will not interfere with current work assignments.

3. Allocation of extra hours will not place individuals in an overtime position.

4. When assigned extra hours, the employee must possess the necessary qualifications and skills to perform the requirements of the job.

5. Extra hours assignments will be allocated as equitably as possible amongst those employees who have requested to be considered for such assignments and are qualified to do so.

Signed this 15 day of September, 2026.

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4587

PRESIDENT

VICE PRESIDENT

RIVER EAST TRANSCONA SCHOOL DIVISION

BOARD CHAIR

SECRETARY-TREASURER

JO/jad/cope491
August 31, 2026

## 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 15 day of September, 2026.

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4587

PRESIDENT

VICE PRESIDENT

RIVER EAST TRANSCONA SCHOOL DIVISION

BOARD CHAIR

SECRETARY-TREASURER

JO/jad/cope491
August 31, 2026

## LETTER OF UNDERSTANDING – INCOME REPLACEMENT BENEFIT FROM MANITOBA PUBLIC INSURANCE

1. The parties agree with the principle that there will be no "double dipping".

2. **The employee shall reimburse the Division the amount of benefit they received from M.P.I if the Division continued paying salary during the same period.**

3. 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 Manitoba Public Insurance.

Signed this ____ day of _____, 2026.

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4587

PRESIDENT

VICE PRESIDENT

RIVER EAST TRANSCONA SCHOOL DIVISION

BOARD CHAIR

SECRETARY-TREASURER

JO/jad/cope491
August 31, 2026