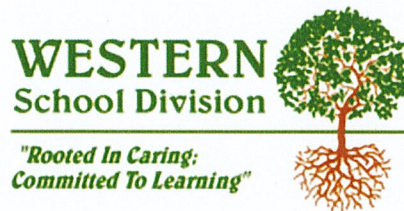


# COLLECTIVE AGREEMENT

BETWEEN

**CUPE** / Canadian Union  
of Public Employees  
**LOCAL 5238**

AND



**WESTERN SCHOOL DIVISION**

**EXPIRES JUNE 30, 2022**

*Handwritten initials in blue ink.*

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**PREAMBLE**

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

- 1. to have harmonious relations and settled conditions of employment between the Employer and the Union;
- 2. to have joint discussion and negotiations in matters pertaining to working conditions, employment, services;
- 3. to encourage the best possible service in providing educational services to students and the ratepayers of the Western School Division;
- 4. to recognize that the rights and interests of students are of vital importance to the employment relationship between the parties.

WHEREAS it is desirable that methods of bargaining and matters pertaining to working conditions of employees to be drawn up in a Collective Agreement;

The parties agree as follows:

**ARTICLE 1 - MANAGEMENT RIGHTS**

1.01 Subject to the provisions of this Agreement, the operation of the school system and direction of all employees, including the right to hire, suspend, or discharge for just cause, to assign to jobs, to promote, to transfer employees; to increase, decrease or reorganize all staff, and to determine the service necessary, is clearly a function of management and is vested exclusively in the Division.

**ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5238 as the sole and exclusive collective bargaining agent for all employees covered by Certificate No. MLB-7094 issued by the Manitoba Labour Board dated December 31, 2014, and as classified in Schedule "A".

In this Agreement, unless the context otherwise requires, the expression "employee" signifies a person who is employed by the Western School Division as provided for in Schedule "A" of the Agreement. Furthermore, a:

- (a) "full-time employee" means an employee who regularly works the prescribed hours of work per week in accordance with Article 9.01;

- (b) “part-time employee” means an employee who is scheduled to work less than the prescribed hours per week on a regular and recurring basis in accordance with Article 9.01;
- (c) “term employee” means an employee hired for a specific period of time or for the completion of a specific job/assignment or until the occurrence of a specified event; an employee hired under this designation will not normally work for more than ten (10) months. Typically a term position will be for a period of two (2) months or longer;

In the event that an extension is required, the extension shall be only by mutual agreement of both parties. The ten (10) month time limit shall not apply to replacement employees hired for maternity or parenting leaves.

- (i) The Term Educational Assistant shall be paid according to the salary classification in Schedule “A”.
  - (ii) Term Educational Assistants shall be entitled to all of the rights and privileges under the Collective Agreement, with the exception that they shall be deemed to be a probationary Educational Assistant for the entire period and shall acquire seniority under the provisions of the Agreement.
  - (iii) A Term Educational Assistant who becomes a permanent Educational Assistant without a break in service shall have their date of hire and seniority established as of their last date of hire as a Term Educational Assistant. July and August shall not constitute a break in service.
  - (iv) Permanent Educational Assistants may apply for term positions to increase their part-time hours of work up to a maximum of seven (7) hours per day provided that the term position does not interfere with the Educational Assistant’s permanent position.
- (d) “casual or sub employee” means an employee who is employed on an irregular and unscheduled basis. Casual employees usually work for less than twenty (20) continuous working days for the same individual or for an event or for a program. If working for more than twenty (20) continuous working days, it will be for different individuals, different events or different programs. A casual employee is not covered by this Agreement.
  - (e) “continuous employment” - in order for employment to be continuous the definition of full-time and part-time must be met.

No continuous service is recognized for temporary employees as service with the Employer ends on the expiry date established at the time of employment. However, should a temporary employee apply for and successfully receive a full-time or part-time position prior to their expiry date or event, then continuous service would be recognized.

No continuous service is recognized for casual employees.

2.02 Union Representation and Activity

The Union agrees to notify the Employer in writing of the names of its officials.

The Union shall have the right to have the assistance of a local Union steward or a representative of the Canadian Union of Public Employees when dealing with grievances or negotiating with the Employer. With prior approval of the Superintendent or designate a representative of the Union shall be entitled to visit the worksite or school in order to deal with matters arising out of the Collective Agreement, provided in the opinion of the Division that these visits shall not result in a disruption of activities carried on in the school or other worksite. Such permission shall not be unreasonably withheld.

2.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably, but where such meetings exceed ten (10) minutes they shall be scheduled whenever possible during rest and meal periods, or outside working hours.

2.04 The Employer agrees to acquaint each new bargaining unit employee with the fact that a Union Agreement is in effect and will provide the employee with information regarding the dues to be deducted and will post the CUPE Local 5238 Collective Agreement.

2.05 There shall be no Union activity on Employer's time except as provided for in this Agreement, or unless otherwise authorized by Management.

**ARTICLE 3 - UNION SECURITY**

3.01 Employees in the employ of the Employer on the date of signing this Agreement who are members of the Union and all employees who, after the date of signing this Agreement, enter the service of the Employer shall become members of the Union and shall maintain membership in the Union.

- 3.02 Every semimonthly pay period the Employer agrees to deduct from the salaries of each and every employee covered by this Agreement, the amount of dues as determined by the Union. The Employer agrees to maintain a direct deposit payment system for the payment of wages of Educational Assistants.
- 3.03 These deductions shall be forwarded to the Canadian Union of Public Employees, National Office care of the Secretary-Treasurer's office (1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7) on a monthly basis and within four (4) weeks, accompanied by a list of the names and classifications of those employees from whose salaries the deductions have been made and the amount of such deductions.
- 3.04 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period on which the deductions are to be made.
- 3.05 The Union agrees and does hereby indemnify and save harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of Union dues as provided for above.
- 3.06 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T-4 slips.
- 3.07 The Division shall provide to the Union a membership list which shall include name, address, phone numbers, school location and hours on or about October 31 of each year.

#### **ARTICLE 4 - LABOUR MANAGEMENT COMMITTEE**

- 4.01 A Labour/Management Committee will be established consisting of five (5) representatives of the Union (one from each school) and representatives of the Employer. The Committee will concern itself with matters of mutual concern excluding grievable and negotiable items. Either party may request a meeting under this article.

#### **ARTICLE 5 - LABOUR/MANAGEMENT BARGAINING RELATIONS**

- 5.01 The Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union (the Union will endeavour to have one committee member from each school). The Union will advise the Division of its nominees to the Committee, and the Division will provide their nominees to the Union in advance of collective bargaining.



- 5.02 Any representative of the Union on a Joint Committee who is an employee of the Board, shall have the privilege of attending Joint Committee Meetings with the Division held within working hours without loss of remuneration.
- 5.03 The Division shall provide the minutes of the Labour/Management meetings.
- 5.04 The Union will supply the Employer with the names of its officers.

**ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6.01 Should a dispute arise between the Employer and any employee(s) regarding the interpretation or application of the Agreement or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

Informal Procedure - As an informal step, an employee is encouraged to make an earnest effort to resolve the concern directly with the management person to whom the employee reports.

The grievance shall be submitted, in writing, stating the article in the Collective Agreement violated, facts and details pertaining to the issue, and the solution sought.

Step 1 - All grievances shall be submitted in writing to Human Resources within fifteen (15) working days of an alleged violation or within fifteen (15) working days of the employee's knowledge of an alleged violation.

Step 2 - Failing satisfactory settlement within fifteen (15) working days after the grievance was denied under Step 1, the grievance may be submitted to the Superintendent/designate. The Superintendent/Designate shall render a written decision within fifteen (15) working days after receipt of such notice.

Step 3 - Failing satisfactory settlement being reached in Step 2, the grievor will submit the written grievance within fifteen (15) working days to the Board of Trustees who shall render their decision within ten (10) working days after the next regularly scheduled Board meeting.

Step 4 - Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their intent to proceed, or not to proceed, to arbitration in writing within twenty (20) working days of a response from the Board of Trustees to the Superintendent/designate.

- 6.02 In the case of discharge or suspension, Step 1 of the grievance procedure may be by-passed.

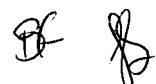
- 6.03 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, the informal step will be by-passed.
- 6.04 The time limits in the grievance procedure may be extended by the written consent of both parties.
- 6.05 At any step of the grievance procedure the grievor(s) shall have the right to a representative from the Canadian Union of Public Employees and/or a representative from the Local and/or a Union Steward. Any meetings held within working hours shall be without loss of remuneration paid by the Division.

#### **ARTICLE 7 - ARBITRATION PROCEDURE**

- 7.01 Either party can request that a grievance be submitted to arbitration within twenty (20) working days, and the request shall be made in writing addressed to the other party of the Agreement.
- If the parties fail to agree upon an arbitrator within fifteen (15) working days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.
- 7.02 The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement. In no event shall the arbitrator alter, modify or amend this Agreement in any respect.
- 7.03 Each party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 7.04 The time limits in the arbitration procedure may be extended by the written consent of both parties.
- 7.05 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of the article relating to an arbitration board shall apply to the single arbitrator.

#### **ARTICLE 8 - DISCHARGE/DISCIPLINE**

- 8.01 The Employer shall have the right to discipline, suspend or discharge any employee for just cause. Such employee shall be advised in writing.
- 8.02 The employee shall have the right to be accompanied by a local union representative at a disciplinary meeting.





8.03 Notice

An employee shall give written notice prior to resignation in accordance with the *Employment Standards Code*. The Employer shall provide written notice of termination in accordance with the *Employment Standards Code* except in circumstances where the employee has abandoned their position or where the employee's conduct requires immediate removal from the workplace.

8.04 Pay in Lieu of Notice

The Employer may, in lieu of notice of dismissal, pay the employee an amount equal to the wages or salary that the employee would have earned during the notice period.

8.05 Personnel Records

Upon written request to Human Resources, an employee shall have the right to access and review his/her personnel file at a mutually agreed upon time, in the presence of a Division representative.

8.06 An employee has the right to respond in writing to any evaluation brought to his/her attention by the Division. Any such response will be made at the time the evaluation was brought to the employee's attention by the Division.

8.07 A copy of an employee's file will be made available upon request within five (5) working days.

**ARTICLE 9 - HOURS OF WORK**

9.01 The normal regular hours of work for designated full-time Educational assistants shall be between five (5) hours and seven (7) hours per day, up to thirty-five (35) hours per week.

9.02 Employees who work in excess of five (5) hours per day are entitled to a minimum of one (1) thirty (30) minute unpaid meal-break during the day. The time when the break is taken is to be determined according to the needs of each school.

9.03 A rest period up to fifteen (15) minutes will be allowed for each three (3) hours worked. Such periods shall not be cumulative and shall be at a time determined by the employee's supervisor.

9.04 Where Employees are required to attend staff meetings or committee meetings, such time shall be considered time worked.

9.05 Educational Assistants will normally work the "School Year" as determined by the Employer. This shall include up to four (4) paid training development days.

**ARTICLE 10 - OVERTIME**

10.01 All time worked up to eight (8) hours per day shall be paid at straight time rates. All time worked beyond eight (8) hours shall be considered as overtime, if authorized by the Division.

10.02 Overtime rates shall be as follows:

On a regular day, time and one-half for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

10.03 Educational Assistants who take part in field trips as Educational Assistants of the Division shall, where possible, work a straight shift, and all hours worked in excess of eight (8) hours per day will be paid as provided in Articles 10.01 and 10.02.

10.04 An Educational Assistant who is resigning or who is being permanently laid off, shall be paid for all accumulated time not taken at their current rate of pay.

**ARTICLE 11 - GENERAL HOLIDAYS**

11.01 The following general holidays will be recognized and granted to all employees with pay:

- |                |                  |
|----------------|------------------|
| New Year's Day | Louis Riel Day   |
| Good Friday    | Victoria Day     |
| Canada Day     | Thanksgiving Day |
| Christmas Day  | Boxing Day       |

plus other Statutory Holidays as proclaimed by the Province of Manitoba or the Government of Canada.

The observance of Remembrance Day in Manitoba is subject to the provisions of the *Remembrance Day Act*, and shall be observed on the day it occurs. Therefore, employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.

11.02 The Division will follow the *Employment Standards Code* in order to calculate Statutory Holidays. When calculating an employee's earnings for this purpose, the Division shall not factor in unpaid Christmas and Spring breaks and unpaid in-service or administration days.

**ARTICLE 12 - VACATIONS**

- 12.01 (a) For the purpose of the Agreement a vacation year is from July 1 of any year to June 30 of the following year.
- (b) Vacation pay will be paid to an employee on each pay based on the employee's regular pay, but excluding overtime, as follows:

<u>Vacation Payment</u>	<u>Years of Service</u>
4%	Employment Year 1 through 3 inclusive
6%	Employment Year 4 through 8 inclusive
8%	Employment Year 9 through 15 inclusive
10%	Employment Year 16 through 29 inclusive
12%	Employment Year 30 <sup>+</sup>

- (c) For the purposes of vacation accrual, ten (10) months shall be considered as a years' service, for ten (10) month employees.

**ARTICLE 13 - SENIORITY**

- 13.01 (a) For the purpose of this Agreement, there shall be two (2) types of seniority: Bargaining Unit and Seniority by School as defined in Clause 13.01 (b) and (c), and shall include service with the Employer prior to the certification or recognition of the Union.
- (b) Seniority by School is defined as the utilization of bargaining unit seniority within a specific school and confirmed in accordance with Clause 13.05. For the purpose of this Agreement, seniority by school shall be utilized for the purpose of layoffs and available additional hours during the school year as per Article 14.04 - Promotion and Staff Changes.
- (c) Bargaining Unit Seniority is defined as the length of continuous service in the bargaining unit since the date of last hire and confirmed in accordance with clause 13.05 and is utilized for filling regular vacant positions in Article 14.03 - Promotions and Staff Changes with the Division, layoffs at the end of the school year (summer breaks) and recall from the layoff recall list in Article 15.05.
- (d) Where two (2) or more employees are offered employment with the Division on the same date, for purposes of seniority, the date they signed their letter of employment with to the Division will be used.
- 13.02 (a) An employee shall lose seniority standing for the following reasons:

- (i) the employee resigns in writing;
  - (ii) the employee is discharged for just cause;
  - (iii) the employee fails to return to work following an authorized leave of absence or a suspension;
  - (iv) the employee fails to return to work as per the conditions set out in Article 15.08 - Layoffs and Recall procedure;
  - (v) the employee is laid off for a period in excess of ten (10) school months;
- (b) Seniority shall be maintained and accumulated during:
- (i) a paid absence (including Union leave), accident or WCB;
  - (ii) compassionate leave;
  - (iii) an authorized leave of absence of up to thirty (30) calendar days;
  - (iv) periods of maternity/parental leave and as prescribed in the *Employment Standards Act*.
- (c) Seniority shall be maintained but not accumulate during:
- (i) a layoff for a period of up to ten (10) school months;
  - (ii) an authorized leave of absence in excess of thirty (30) calendar days.

Seniority provisions of this Agreement do not apply to a person hired on a term basis. If an employee goes from term to permanent without a break in service, their seniority shall be backdated to include the length of service.

13.03 A six (6) month probationary period shall apply to newly hired employees. The probation period may be extended for a further three (3) months with the mutual agreement of the Union and the Employer. The Employer will conduct a three (3) month performance evaluation in order to provide feedback to the employee. Notwithstanding any other article of this Agreement, the employment of such employees(s) may be terminated at any time during the probationary period without recourse to the grievance procedure. The Employer agrees that such terminations will not be discriminatory or arbitrary.

13.04 For the purpose of seniority only, employees working ten (10) months shall be recognized as having one (1) year of service.

- 13.05 After completion of the probationary period, seniority shall be effective from the date of employment.
- 13.06 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, including name, and location. An up-to-date seniority list shall be sent to the Union prior to November 1 of each year and shall be posted on the staff bulletin boards shortly thereafter. Errors or omissions should be reported to the Superintendent's Department within thirty (30) days.

**ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**

- 14.01 When a vacancy occurs or a new position is created, the Employer shall post a notice of the position in the Division office, website and schools for a minimum period of one (1) week.  
  
In the event of a job vacancy bulletin being issued during the summer vacation period (July or August), postings will go up in the Division office and will be posted on the Division's website.
- 14.02 Such job posting shall contain but not be limited to the following information: nature of position, wage or salary rate or range, hours of work, location and closing date for applications.
- 14.03 In the process of filling vacant and new positions, qualifications, skills, experience, needs of a particular student or group of students and the ability to meet the requirements of the position shall be the main criteria. When the above are equal, seniority shall be used.  
  
For part time employees who are applying for positions of more than three (3) hours, there must be a minimum of thirty (30) minutes between shifts in order for the employee to receive a meal break.
- 14.04 Where the Employer requires an increase of less than three (3) hours per day to the time allotted of an existing Educational Assistant position, the Employer shall offer the hours to the Educational Assistant(s) within the school who has the qualifications, skill, ability, and based on needs of a particular student or group of students. Where everything else is equal, seniority will be the determining factor.

14.05 New Positions

Where a new position coming within the scope of this Agreement is created the Employer will advise the Union of the nature of the position and the wage or salary rate. In the event that the Union disagrees with the said rate, the rate shall be negotiated between the Employer and the Union. In the event that the parties are unable to agree, the Employer will implement the Employer's rate of pay until an arbitrator can determine the outcome.

**ARTICLE 15 - LAYOFFS AND RECALL**

- 15.01 It is not the intent of these layoff and recall procedures to apply to the normal summer period.
- 15.02 A layoff is defined as a reduction in the workforce.
- 15.03 In the event of a layoff, employees shall be laid off in the reverse order of their seniority within their school as per 13.01 (b) provided the remaining employees have the qualifications, skills, ability and based on the needs of a particular student or group of students in that particular school.
- 15.04 The Employer shall provide at least four (4) weeks' notice of layoff, or pay in lieu of, to all employees with a regular schedule.
- 15.05 Employees who are permanently laid off shall be placed on the re-employment list with a copy furnished to the Union. Employees shall be recalled in order of their seniority provided that the person recalled has the necessary skills, qualifications, ability to perform the duties of the job and needs of a particular student (if required).
- 15.06 Employees shall remain on the reemployment list for a period of ten (10) school months after the date of layoff following which their employment with the Division shall be deemed to be terminated.
- 15.07 New employees shall not be hired if there are employees on layoff with the necessary skills, qualifications, and ability to perform the work and needs of a particular student.
- 15.08 Any employee laid off and recalled for work must return within five (5) workdays after being recalled, unless the person has a justifiable reason acceptable to the Division for their failure to return. Failure to return to work as agreed may be a just cause for termination. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer fourteen (14) calendar days' notice of termination to accept the recall.

- 15.09 Permanent employees recalled from layoff shall maintain their permanent status, even if recalled to a temporary position, in regards to their seniority, placement on wage scale, vacation accumulation, access to extended health and pension benefits, and layoff and recall rights.
- 15.10 The employee shall be deemed to be terminated as per Article 13.02 (a) (iv) if that employee is recalled and declines a position as outlined under Article 15.08 - Layoffs and Recall.
- 15.11 Summer Break Layoff and Recall
- (a) Employees shall be notified in writing by June 30 of the Division's intent to recall them for the following school year. Recall assignments however are subject to change due to changes in student enrolment and student needs over the summer break. Such changes will be finalized and affected employees will be notified by August 31.
  - (b) Employees shall be laid off based on seniority and subject to the employee having the qualifications, abilities and skills to perform the work.
  - (c) Notice provisions do not apply to the normal school closures of Christmas, spring or summer periods.
  - (d) Employees shall be recalled provided that such employees possess the qualifications, skill, and ability to perform the work and based on needs of a student and or group of students in that particular school.
- 15.12 Grievances concerning layoffs and recalls shall be initiated at Step 1 of the grievance procedure.

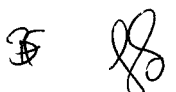
**ARTICLE 16 - LEAVE OF ABSENCE**

16.01 Union Leave

Leave of absence without loss of seniority and pay shall be granted upon request to the Superintendent and/or designate by employees elected or appointed to represent the Union at Union conventions or other Union business.

An individual employee can take up to five (5) days per school year to attend to such matters. Not more than three (3) employees shall be on leave at the same time.

Total combined leave for all local CUPE representatives shall be not more than twenty (20) days per year.



Requests must be submitted in writing to the Superintendent and/or designate in writing at least ten (10) days in advance of the leave and is contingent on the Division finding a substitute EA.

Such employees shall receive their rate of pay and benefits as provided for in the Collective Agreement and the Union shall reimburse the Employer for all wages and benefits within thirty (30) days of date of invoice.

16.02 In addition to the leaves of absence set out in the foregoing clause, any Educational Assistant of the Division elected or appointed to a full-time position in the Union will be granted an unpaid leave of absence by the Employer for a period of up to one (1) year, provided that such Educational Assistant gives the Employer notice at least one (1) month before the commencement of such leave. No more than one (1) Educational Assistant will be on such leave of absence at any one time.

An Educational Assistant shall retain all of their seniority rights during their absence on a leave granted pursuant to this article. On return, the Educational Assistant shall be placed in a comparable assignment with not less than the same wages and benefits.

During the period an Educational Assistant is on leave of absence under this article, the employee shall remain eligible to apply for any position posted provided the employee is available to take the position when requested by the Employer.

16.03 Bereavement/Compassionate Leave

- (a) For bereavement leave, the full salary of the employee will be paid during the absence as follows:
  - (i) Each Educational Assistant shall be allowed compassionate leave without loss of salary up to but not exceeding five (5) days in any one school year for each case of death or serious illness of father, mother, child, spouse, and common-law partner.
  - (ii) Each Educational Assistant shall be allowed compassionate leave without loss of salary up to but not exceeding four (4) days in any one school year for each case of death or serious illness of sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and grandchildren.
  - (iii) Each Educational Assistant shall be allowed compassionate leave without loss of salary of up to one (1) day for grandparents of spouse, aunt, uncle, niece or nephew.





- (b) Where travel is necessary in attending to a bereavement, the Superintendent may grant additional time without pay. Application for such an extension should be made to the Superintendent's Office.

Maternity Leave, Parental Leave and Adoption Leave

16.04 Maternity Leave

Every Educational Assistant who has completed seven (7) consecutive months of employment for or with the Division; and who:

- (a) submits to the Employer an application in writing for leave under this Section at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (b) provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (c) Eligible employees shall receive a period of leave not exceeding seventeen (17) weeks.
- (d) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave without a return to work unless otherwise approved by the Employer.
- (e) An Educational Assistant who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by the Employer in the assignment occupied by her at the time such leave commenced or in a comparable assignment at the same hourly rate of pay and at the same number of hours unless the leave took place before the summer break and the employee's recall letter as per Article 15.11 (a) - Summer Break Layoff and Recall provided a different assignment of different hours for the following school year.

The employee must provide the Division with four (4) weeks' notice of their return date.

- (f) Employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

16.05 Parental Leave

Every Educational Assistant who:

- (a) has completed seven (7) consecutive months of employment for or with the Employer; and
- (b)
  - (i) in the case of a female Educational Assistant, becomes the natural mother of a child; or
  - (ii) in the case of a male Educational Assistant, becomes the natural father of a child or assumes actual care and custody of his newborn child; or
  - (iii) adopts a child under the law of the Province; and
- (c) who submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the Educational Assistant intends to commence the leave,

is entitled to, and shall be granted parental leave consisting of a continuous period of up to thirty-seven (37) weeks.

The Educational Assistant shall be eligible for leave provisions specified in the *Employment Standards Code*.

16.06 Jury Leave

When an employee is summoned for jury duty or receives a summons or a subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, the employee shall be granted a leave of absence with pay for the required period of absence. All jury or witness fees received by the employee shall be remitted to the Employer, except reimbursement of expenses.

**ARTICLE 17 - SICK LEAVE**

17.01 Earned sick leave is provided for the purpose of income replacement for an employee during periods of illness or injury.

17.02 Employees covered by this Agreement shall accumulate entitlement for sick leave at the rate of ten (10) sick hours for every one hundred (100) hours worked. Sick leave days are taken in either a three (3) hour block or a full day of an employee's hours.

17.03 Sick Leave Maximum

The maximum sick leave credits shall be 660 hours.

Effective September 2016, the maximum sick leave credits shall be 690 hours.

Effective September 2017, the maximum sick leave credits shall be 720 hours.

17.04 Employees shall call their designated Administrator if they are unable to report to work through illness. Employees shall attempt to provide notice at least two (2) hours prior to the commencement of their duties. Employees will not be required to arrange for a substitute.

17.05 Illness in the Family

An employee shall be entitled to use up **to five (5)** paid days per year to attend to medical issues/illness of a person in the employee's immediate family in accordance with Article 16.03 (a) (i).

Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

Family illness shall come out of an employee's accumulated sick bank.

17.06 Sick leave credits shall not accrue during periods of:

- (a) absences on paid sick leave; or
- (b) leave of absence without pay; or
- (c) any period of layoff.

17.07 Sick leave is not payable to an employee:

- (a) who is engaged in an employment for wage or profit, during any period for which he/she claims benefits under this sick leave plan;
- (b) who, in respect of injury resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance (MPI) to the extent that such benefits combined with Division paid sick leave benefits (Article 17.01) exceed the employee's normal salary or exceeds the maximum number of sick leave days accumulated by the employee. In such cases, the employee shall reimburse the Division the amount of benefit received from MPI.

- (c) for elective cosmetic surgery that is not recommended by a qualified medical practitioner.

17.08 An employee may be required to produce a certificate from a medical practitioner for any illness of three (3) consecutive working days or more (as per 17.09), at the employee's expense. The Employer reserves the right to also require a medical certificate in the following circumstances:

- (a) where abuse is suspected;
- (b) to determine the approximate length of sick leave;
- (c) to establish the employee's ability to perform the duties of their position.

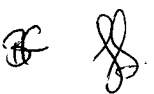
Failure to provide such documentation when requested may disqualify an employee from receiving sick leave benefits.

17.09 Long Term Proof of Illness

Medical information provided to the Division shall include the following relevant and pertinent information:

- (a) Instances of three (3) consecutive days but less than ten (10) consecutive days will address section (i) and (ii) below:
- (b) Instances of absence of ten (10) consecutive days and longer shall address sections (i) through (v) inclusive:
  - (i) Physician has examined the patient;
  - (ii) Patient has or did have a medical condition that required(s) absence from work;
  - (iii) Patient is receiving and participating in treatment/recovery plan;
  - (iv) Anticipated return to work to full duties;
  - (v) Prognosis/anticipated duration of illness.
- (c) If an employee qualified for sick leave and is away on sick leave longer than a month, they are responsible for providing regular updates to the Division regarding their condition in a reasonable manner.

17.10 Suspected abuse of sick leave will be investigated and may result in disciplinary action.



17.11 Personal Medical Leave

The Division recognizes the necessity for employees to attend medical appointments. Employees shall make every effort to schedule appointments during summer, Christmas and Spring breaks or outside of school hours. When medical appointments cannot be made outside of school hours, every effort shall be made to schedule the appointment to minimize the time away from the school, in such case medical leave shall be granted. Such leave shall be counted against the employee's accumulated sick leave.

**ARTICLE 18 - PAYMENT OF WAGES**

18.01 The Employer shall pay wages by direct deposit to the employee's bank account on a semimonthly basis in accordance with Schedule "A".

Employees will be provided access to view a breakdown of their earnings, hourly rate(s), the number of hours worked, sick bank accrual, and other adjustments during pay periods.

18.02 All regular part-time employees shall receive any applicable benefits in accordance with the benefits plans.

18.03 Prior Experience

The starting salary of a newly hired or re-hired employee shall recognize previous experience directly applicable to the job description of the position applied for and shall be no less than at one (1) increment step for every two (2) years of experience.

**ARTICLE 19 - EMPLOYEE BENEFITS**19.01 Pension Plan

The Employer will administer the Sunlife Group Pension according to the terms and conditions of said Plan.

19.02 Group Life Insurance

(a) The Employer will administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.

(b) The premiums for basic life insurance coverage shall be paid equally by the Employer and the employees.

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19.03 Long Term Disability (LTD)

The Employer shall participate in a Long Term Disability Plan through the Manitoba Public School Employees Plan and Employer shall pay one hundred percent (100%) of the premium costs.

19.04 Extended Health Plan

The Employer shall participate in the Extended Health Plan through Manitoba Blue Cross and employees participating in the plan will pay one hundred percent (100%) of the premium costs. Employees hired on or before December 1, 2015 shall have the option of participating in the plan.

19.05 Car Allowance/Mileage

Employees who are required to supply their own transportation in the performance of their duties shall, upon receipt of proper documentation, be paid mileage allowance in accordance with the Western School Division policy.

**ARTICLE 20 - JOB DESCRIPTIONS**

20.01 A new job description will be prepared whenever a new position within the scope of the Agreement is created or whenever the duties of a job change substantially.

20.02 The Employer will provide the Union with copies of existing job descriptions of positions covered under this Agreement.

**ARTICLE 21 - TERM**

21.01 This Agreement shall be binding and in effect from **July 1, 2018, to June 30, 2022.**

21.02 There shall be no revision, amendment, or alteration of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.

21.03 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these requests, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

- 21.04 (a) Should the parties fail to conclude a new Collective Agreement prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- (b) If the parties do not give notice to bargain under the time frames set out under 21.03 and do not meet to bargain within those time lines, unless both parties mutually agree to extend the time lines, the Collective Agreement shall remain in force for one (1) additional year.

21.05 No part of this Agreement, or a renewed or revised Agreement, shall have a retroactive effect unless specifically so provided.

21.06 No Strike or Lockout During Term of Agreement

The parties hereto agree that there shall be no strikes, slowdowns, lockouts or any other work stoppage or interference with work, which would cause any interruption during the lifetime of this Agreement, and no strike action or lockout will be taken until the full provisions of the Manitoba *Labour Relations Act*, in respect to these matters, have been complied with.

21.07 Notice for Strike or Lockout

Upon expiry of the Collective Agreement, should the Union decide to go on strike or the Employer decide to lockout employees:

- The Union will notify the Employer at least five (5) working days prior to any strike.
- The Employer will notify the Union at least five (5) working days prior to any lockout of employees.

**ARTICLE 22 - EMPLOYMENT INSURANCE REBATES**

22.01 The full amount of the Educational Assistant's five-twelfth's ( $\frac{5}{12}$ ) share of the Employment Insurance Commission rebate provided to the Employer pursuant to the provisions of the *Employment Insurance Act* shall be forwarded to the employees.

**ARTICLE 23 - BULLETIN BOARDS**

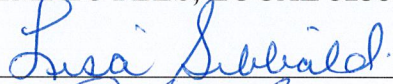
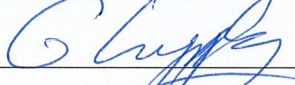
23.01 The Employer shall provide one (1) bulletin board in each school/worksite which shall be placed so that all employees will have access to it (them) upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. All information must be copied to the Division prior to posting.

**ARTICLE 24 - CONTRACTUAL DISCRIMINATION**


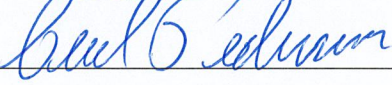
24.01 All provisions in the Agreement have been negotiated in good faith with the specific understanding that the provisions and their administration contain no elements of discrimination. In the event that any of the provisions are deemed to be discriminatory, the parties will negotiate the necessary adjustments to ensure there is minimal cost to the Division.

Dated this 20 TH day of OCTOBER, 2021

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5238**

  
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**FOR WESTERN SCHOOL DIVISION**

  
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**SALARY SCHEDULE "A"**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5238**  
**WESTERN SCHOOL DIVISION**

	<i>Previous</i>	<i>September 1, 2018(1.6%)</i>	<i>September 1, 2019 (1.4%)</i>	<i>September 1, 2020 (.5%)</i>	<i>September 1, 2021 COLA- TBD</i>
Year 1	\$15.48	\$15.73	\$15.95	\$16.03	
Year 2	16.24	16.50	16.73	16.81	
Year 3	17.00	17.27	17.51	17.60	
Year 4	17.72	18.00	18.25	18.34	
Year 5	18.43	18.72	18.98	19.07	
LSS	19.16	19.47	19.74	19.84	

**\*COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to the first day of the Fall Term 2021.**

**Retroactivity for this Agreement: Retroactive pay payable to those employees currently on staff or who have worked during the term of this agreement, but no retroactive pay to casual employees. For clarity, when COLA is known, there will be no retroactive adjustments to casual pay and increases will apply on go-forward basis only.**

An increment shall be paid at the beginning of the following pay period when an employee has accumulated 1,000 hours since the last increment.

Long Service Step (LSS) is a recognition of service of twenty (20) years or more.

Employees that hold any one (1) of the following will earn an additional \$1.00 per hour over and above the above noted salary scale:

- Valid Teaching Certificate
- Educational Assistant Diploma
- Para-Educator Certificate
- Other related Certificates/Diplomas as agreed to by the parties
- Early Childhood Education (ECE) Certificate (if applicable to the assignment)

Proof of certification must be provided to the Assistant Superintendent and the new rate will take effect the pay period following the date the certification is presented to the Division.



LETTER OF UNDERSTANDING

Between:

WESTERN SCHOOL DIVISION  
and  
CUPE LOCAL 5238

Sick Leave Procedure

In an effort to enable a smoother implementation of sick leave we have agreed to following procedure for the month of February. We will review and adjust as needed at the end of February.

*When an employee utilizes their sick leave, it is to be taken in blocks of time. It is understood the block of time will be close to 3 hours, meaning an employee's morning shift or afternoon shift, or a full day of an employee's hours. An employee will be deducted the amount of time, of the length of that shift (morning or afternoon), for which s/he is absent. Therefore, for example, should the employee's half day shift be 2.5 hours, s/he will be deducted 2.5 hours. Should the employee's shift be 3.5 hours, s/he will be deducted 3.5 hours. The afternoon shift shall commence at 12:30 pm in the K-8 schools and at 1:00 at Morden Collegiate.*

Stephen Ross, Superintendent

Lisa Sibbald, CUPE President

Date:

Date:

Board of Trustees: Brian Fransen, David Guenther, Barb Petkau, Robyn Wiebe, Darcy Wolfe

STEPHEN ROSS  
Superintendent/CEO

CARL PEDERSEN  
Secretary/Treasurer

MARIANNE FENN  
Interim Assistant Superintendent

ALLAN TOEWS  
Operations