SEVEN OAKS
SCHOOL DIVISION
community begins here

COLLECTIVE AGREEMENT
BETWEEN
THE SEVEN OAKS SCHOOL DIVISION

AND

EDUCATIONAL ASSISTANTS OF SEVEN OAKS

January 1, 2022 to December 31, 2023

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This agreement is by and between the Seven Oaks School Division (hereinafter referred to as the "Board") and the Educational Assistants of Seven Oaks (hereinafter referred to as the "Association").

ARTICLE 1 – PURPOSE

1.01 It is the intent and purpose of the parties to this agreement to promote and improve the working relations between the Board and the Association and to establish a salary schedule.

ARTICLE 2 – DEFINITIONS

2.01 An "employee" is a person employed by the Employer and covered by this Agreement.

2.02 A "term employee" is one who is hired for the completion of a specific job or until the occurrence of a specified event and for a period of time of less than six (6) months. This period of time may be extended by mutual agreement between the parties in writing.

2.03 A "casual employee" is one who is employed on an irregular or unscheduled basis. A casual employee is not covered by this Agreement except as specifically provided for in Article 24 - Casual Employees.

2.04 Where the contract so requires, masculine and feminine genders and singular and plural shall be considered interchangeable.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 The Seven Oaks School Division or anyone authorized to act on its behalf, recognizes the Educational Assistants of Seven Oaks (EA7oaks), as the collective bargaining agency for its employees classified and covered by this agreement.

3.02 Union Check-Off

The Division agrees to compulsory check-off of union dues for all employees covered by the terms of this Agreement. Dues shall be deducted on the following basis:

Employees working 4 to 7 hours	100%
Employees working 3 ½ hours or less	50%

Deductions shall be made monthly and remitted to the Treasurer of the Association.

3.03 The Division shall send to the Association's President copies of all postings, full time and part time hirings and transfers, lay-offs and recalls, resignations and retirements.

ARTICLE 4 – NO DISCRIMINATION

4.01 The Board and the Association agree that there shall be no discrimination as per the Human Rights Code, Chapter H175, Section 9 (1) and 9 (2). A copy of the pertinent sections of the Human Rights Code is appended to this Agreement.

ARTICLE 5 – HOURS OF WORK

5.01 The normal workweek shall consist of five (5) seven (7) hour days from Monday to Friday inclusive.

5.02 An employee who works five (5) or more hours per day shall be entitled to a minimum thirty (30) minute unpaid lunch break. Unless otherwise agreed between the Division and the employee concerned, such break shall normally be taken no earlier than two (2) hours following the start of the employee's shift and no later than two (2) hours prior to the end of the employee's shift.

5.03 An employee who works three (3) or more hours in a day shall be entitled to a fifteen (15) minute paid rest break during each complete (3) hour period.

5.04 No employee shall be required to take part in overnight trips unless the Division is unable to obtain the voluntary services of an employee.

5.05 It is recognized by the parties that there may be times where an employee may not be able to take their scheduled unpaid lunch period or paid break while attending field trips or in emergent situations when they are unable to leave their assigned student(s).

Where such occurs and the employee's lunch period and/or paid break cannot be rescheduled within the same day, the employee will be entitled to receive time off at a later date when the student(s) are not in school. Such time off shall be at no loss of pay and shall be equivalent to the employees' normally scheduled lunch period and/or paid break, as applicable, to be taken at a time as may be mutually agreed between the employee and the employee's principal. Such time taken shall be at no additional cost to the Division.

ARTICLE 6 – ADDITION OF HOURS OF WORK AND OVERTIME

6.01 Where an employee works additional hours of work beyond her assigned hours, either at the request of her supervisor or as a result of fulfilling her normal work related duties in the supervision of students, she will be paid at regular rates for all hours worked up to the point that overtime rates become payable pursuant to Clause 6.02 hereof.

6.02 Overtime shall be paid at the rate of one and one-half (1.5) times (double time on weekends) for all time worked in excess of the daily or weekly hours of work as set out in Article 5.01, provided that such work has either been requested by the employee's supervisor or arises as a result of the employee fulfilling her normal work related duties in the supervision of students.

6.03 Claims for additional time and overtime worked shall where necessary be accumulated so that they are normally submitted in blocks of no less than fifteen (15) minutes.

6.04 Attendance of employees at school related functions shall be considered to be voluntary. However, where an employee's attendance at a school related function has been requested by her supervisor and she attends, then she shall be paid for all such time in accordance with this article.

6.05 An employee who agrees to take part in overnight trips will be deemed to have worked twelve (12) hours out of each twenty-four (24) hour day and all such hours worked in excess of the employee's normal hours per day shall be paid at the applicable rate. Any such employee shall assume no legal responsibilities or liabilities as an employee for the period of time for which she does not receive remuneration. This article does not apply to staff retreats, conferences or other similar functions where students are not present.

ARTICLE 7 – STATUTORY HOLIDAYS

7.01 All employees shall have the following Statutory Holidays off with pay at the regular rates of pay:

New Year's Day	Labour Day
Good Friday	Canada Day
Victoria Day	Christmas Day
Louis Riel Day	Boxing Day
Thanksgiving Day	Remembrance Day
National Day for Truth and Reconciliation	

And any other day proclaimed by the Dominion and Provincial Governments and all special holidays declared by the Board.

7.02 When any of the above days falls on a Saturday or Sunday the following Monday shall be substituted in lieu of. In the case of Remembrance Day falling on a Saturday, December 29th will be granted in lieu of; when Remembrance Day falls on a Sunday, December 28th will be granted in lieu of.

ARTICLE 8 – VACATIONS

8.01 The year for vacation purposes shall be September 1st of one year to August 31st of the next year.

8.02 For the purpose of calculating length of vacation, September 1st of each year shall be the anniversary date. Employees hired before January 1st of any given year shall be deemed to be hired on the previous September 1st. Employees hired on or after January 1st of any given year shall be deemed to have been hired the following September 1st.

8.03 New employees hired after January 1st of any vacation year shall be allowed vacation at the rate of one (1) working day for each completed month of service up to August 31st of that year.

8.04 Length of Vacation: Every employee shall be granted the following vacations with pay:

(a) For those employees who are hired prior to January 1, 1995:
zero to two years' service - thirteen (13) working days;
after two years' service - fifteen (15) working days;
after eight years' service - twenty (20) working days.

In addition to the foregoing, employees shall receive vacation pay in lieu of additional vacation entitlements, calculated as follows:

after fifteen (15) years' service - 2% of earnings (paid on each pay day);
after twenty-five (25) year's service - 4% of earnings (paid on each pay day).

(b) For those employees hired on or after January 1, 1995:
zero to two years' service - thirteen (13) working days;
after two years' service - fifteen (15) working days;

In addition to the foregoing, employees shall receive vacation pay in lieu of additional vacation entitlements, calculated as follows:

after eight (8) years' service - 2% of earnings (paid on each pay day);
after fifteen (15) years' service - 4% of earnings (paid on each pay day);
after twenty-five (25) years' service - 6% of earnings (paid on each pay day).

8.05 All employees working for the Division on a ten month basis shall receive the number of days vacation to which they are entitled under Article 8.04 and must take their vacation in the following manner:

1. Regular working days in the Christmas vacation period.

2. Regular working days in the spring break period.

3. (a) For those employees hired prior to January 1, 1995:
By arrangement with the school principal the remaining days of vacation up to the maximum of twenty (20) working days to which the employee is entitled.

(b) For those employees hired on or after January 1, 1995:
By arrangement with the school principal the remaining days of vacation up to the maximum of fifteen (15) working days to which the employee is entitled.

4. At the end of each school year in which these employees have not taken their full vacation entitlement payment will be made in salary in lieu of such holiday entitlement not taken.

8.06 Employees terminating employment prior to having received their vacation entitlement shall receive payment in lieu of vacation on a pro rata basis.

8.07 Employees who have taken vacation and do not have sufficient vacation entitlement shall be deducted at their per diem rate.

8.08 There shall be no pro-rating of vacation other than as specifically set forth in Article 8.06 and 8.10 3.

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8.09 Employees shall be considered to accrue service during and be entitled to a vacation with respect to all periods of leave, except as otherwise set forth below:

1. maternity/parental leave in excess of the provisions of The Employment Standards Code;

2. periods of leave without pay in excess of thirty (30) calendar days; and

3. lay offs in excess of thirty (30) calendar days.

8.10 Notwithstanding the provisions of Article 8.09, an employee who is absent on account of illness or accident for an extended period of time shall have his/her vacation calculated as follows:

1. if the employee begins an extended period of sick leave between September 1st and August 31st of any year he/she is credited with full vacation benefits as if he/she had been working the entire year;

2. if the employee returns to work within one (1) calendar year of the day that he/she began extended sick leave, there is no loss of vacation benefits. In other words, if an employee returns within (1) calendar year he/she is entitled to his/her full vacation credits for that year. These accrued vacation benefits are carried forward until such time as the employee returns to work and must be taken within that vacation year if possible, and where not possible, within the next vacation year;

3. if the employee is unable to return to work within one (1) calendar year of the beginning of extended sick leave, he/she will upon his/her return be credited with the portion of vacation year remaining upon return to work. This vacation time will be in addition to any carried forward from previous accrual as in 1. above.

ARTICLE 9 – SICK LEAVE

9.01 Sick leave shall be granted to employees on the basis of two (2) working days per month, calculated on an hourly basis, accumulative to one hundred and twenty-five (125) working days or 875 hours for full-time employees. Part-time employees shall accumulate sick leave on a pro rata basis.

9.02 Sick leave means the period of time an employee is permitted to be 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 absence for medical appointments.

9.03 In any one year in which an employee has not had sick leave, or has had only a portion thereof, he/she shall be entitled to an accrual of all the unused sick leave for his/her future benefit. A deduction for any sick leave that has been used shall be made from the employee's total accumulated sick leave.

9.04 An employee may be required to produce a certificate from a duly qualified practitioner for any illnesses certifying that such employee is unable to carry out his/her duties due to illness.

9.05 Sick leave without pay may be granted at the sole discretion of the Division to any employee who does not qualify for sick leave pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.

9.06 When an employee on vacation becomes ill to the extent that the services of a medical practitioner are required, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use sick leave credits for the period which the medical practitioner verifies in writing on a form to be provided by the Board that the employee would have been unable to carry out work duties.

9.07 Employees shall be entitled to accrue sick leave with respect to all periods of leave, except as otherwise set forth below:

1. maternity/parental leave in excess of the provisions of The Employment Standards Code;

2. periods of leave without pay in excess of thirty (30) calendar days; and

3. lay offs in excess of thirty (30) calendar days.

9.08 An employee who has been absent on account of illness or maternity leave will normally return to the position she held prior to her illness or leave. In order to facilitate this, the Division may fill the employee's position on a term basis for the duration of the absence, but such term shall not normally exceed two (2) years plus the balance of the school term (i.e. to the end of December or June following the expiration of the two (2) year period).

9.09 If an employee begins a period of extended sick leave which subsequently extends beyond one year, upon his/her return to work he/she is credited with 2 days immediately and 2 additional days at the beginning of every subsequent month of continuous work, continuous work defined as including any eligible sick leave or approved leave taken.

9.10 Where hours of work are reduced or increased for full-time or part-time employees, there shall be no loss of "sick days" accrued other than that a sick day is of shorter or longer duration defined by the number of hours actually being worked at the time sick day credits are exercised.

9.11 1. All accrued sick leave shall be reported in hours.

2. Accrued sick leave credits will be adjusted upward or downward in order to reflect changes in an employee's weekly hours of work. Accordingly, where an employee's weekly hours of work are either increased or decreased, the accumulated sick leave credits will be adjusted upward or downward in a pro rata fashion, having regard to the following examples:

(a) An employee with 100 hours of sick leave credits– being increased from 15 hours per week to 30 hours per week – credits increase to 200 hours.

(b) An employee with 100 hours of sick leave credits being increased from 15 hours per week to 20 hours per week – credits increase to 133.33 hours.

(c) An employee with 200 hours of sick leave credits – being reduced from 30 hours per week to 15 hours per week – credits reduce to 100 hours.

ARTICLE 10 – EMPLOYMENT INSURANCE

10.01 Should the Division become eligible for a reduction in premiums under the Employment Insurance Act, the employee's five twelfth (5/12) share of the premium reduction will be remitted at the conclusion of the year to the Treasurer of the Association.

ARTICLE 11 – EMPLOYEE GROUP BENEFITS

11.01 The Division will administer the Manitoba Public School Employees Group Life Insurance Plan (MPSEGLIP) according to the terms and conditions of the Master Policy of the said plan. The basic coverage is two times (2x) annual salary with a cost share formula where the Division pays the first one time (1x) salary and the employee pays the second. Participation in the plan at the basic coverage level is a condition of employment, and employees may choose additional insurance coverage above the basic level in accordance with the terms of the Master Policy of the plan.

11.02 Extended Healthcare, Vision and Dental Benefits Plan

In 2005 the Association agreed to a reduction in salary equivalent to forty percent (40%) of the plan benefit premium and in exchange the Division established an Extended Healthcare, Vision and Dental Benefits Plan. In 2011 the Association agreed to reduced wage increases in exchange for greater contributions to premiums by the Division.

Participation in the plan is a condition of employment based upon the eligibility criteria set out in the plan. The Board shall pay one hundred percent (100%) of the established universal premium.

The plan benefits will at a minimum include those in effect at January 1, 2015, as set forth in the attached Addendum, or as mutually agreed by the Board and the Association.

11.03 Short Term and Long Term Disability

Except as provided in Article 11.05, it is further agreed that a short and long-term plan of salary continuance insurance be applicable to all employees covered by this Agreement.

1. That the established premium for salary continuance be paid fully by the employee.
2. That any experience refund be used to reduce the employee's premium.
3. That the Board agree to make available monthly payroll deduction privileges to its staff for the purpose of salary continuance insurance plan.

11.04 Pension Plan

It is further agreed that after six (6) months from the initial date of hire in the Division, each employee shall participate in a contributory pension plan. Bi-weekly deductions, matched by the Board, shall be outlined in the plan. (M.S.B.A. Pension plan for non-teaching employees).

11.05 Group Registered Retirement Savings Plan

The Board agrees to administer a group registered retirement savings plan.

11.06 Term employees shall not be eligible to participate in the benefits set forth in Articles 11.01 or 11.02 until such time as they have completed thirty (30) working days.

ARTICLE 12 – OTHER BENEFITS

12.01 Workers Compensation Pay Supplement

An employee shall suffer no loss of pay as a result of an injury received while in the performance of his/her duties within the division, where compensation for loss of wages is granted by the Workers Compensation Board. The employee shall continue to receive his/her normal pay.

12.02 The salary will be paid to the employee until such time as the employee uses up his/her accumulated sick leave. The employer shall deduct one quarter day sick leave for every day the employee is receiving Workers Compensation benefits.
When an employee's sick leave credits are exhausted, payments to the employee will be arranged directly from the Workers Compensation Board.

12.03 The employer in coordination with the Workers Compensation Board shall make arrangements for an injured employee to perform light duties when the employee is medically able to return to work. An injured employee must make himself/herself available for light duties.

ARTICLE 13 – LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

13.01 Negotiations with Seven Oaks School Board

The Board agrees that where permission has been granted to representatives of the Association to leave their employment temporarily to carry on negotiations with the Board, or in respect to a grievance, they shall suffer no loss of pay for the time spent.

13.02 Association Representation at Conventions and Other Business

(a) Upon approval of the employer, leave of absence without loss of pay or seniority, shall be granted to employees selected or approved to represent the Association at Association conventions or to attend to other Association business. The total of all such leaves in any one (1) year shall not exceed forty (40) days. It is further understood that such absences shall be limited to a maximum of two (2) individuals at any one time. The Association shall provide the employer with request for such leave in writing no less than one week prior to any Association conferences and/or other business for any and all elected or appointed representatives who are to attend.

(b) Such employee(s) shall receive his/her rate of pay and benefits as provided in the Collective Agreement and the Association shall reimburse the employer for all wages and benefits.

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13.03 In addition to the leave in Article 13.01 and 13.02, the President of the Association shall be granted, upon request of the Association, a half-time leave of absence with pay. The scheduling of the half-time leave shall be a half-day each work day afternoon, unless otherwise agreed by the parties. At the request of the Association, the President's leave shall be increased to full-time leave of absence with full pay. The Association shall reimburse the Division for all wages and benefits during the leave. An employee shall retain her position for the first year of the leave and therefore be returned to an equivalent position as mutually agreed. All of her seniority rights with no decrease in status or benefits during her absence of leave granted pursuant to this Article, and such period of absence will be counted as service with the Division. The Association recognizes that this may require a change in placement.

13.04 A Labour Management Committee shall be established to address issues of continuing concern between the parties. The Superintendent, and/or his designate(s), shall attend such meetings. The meetings shall be held on a regular basis throughout the school year, the frequency and issues to be addressed at such meetings to be determined between the Superintendent and/or his designate(s) and the representatives of the Educational Assistants of Seven Oaks.

ARTICLE 14 – LEAVE OF ABSENCE FOR PUBLIC SERVICE

14.01 Jury Duty

An employee shall not suffer loss of salary or wages when subpoenaed for jury or court witness duty. Any monies received by the employee for this duty from the courts shall be assigned to the School Board.

14.02 Public Affairs

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

2. The Board shall grant a leave of absence, for the period of the employee's term of office, to a successful candidate for such office. Such leave shall be without pay and the following seniority rights shall be retained:
   - upon indicating a wish to return to the employ of the Board, the applicant shall be offered the first available position.

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

ARTICLE 15 – LEAVE OF ABSENCE FOR PERSONAL AND FAMILY BUSINESS

15.01 Compassionate Leave

Absences for emergency purposes or in extenuating circumstances, as determined by the Superintendent or his designate, shall be either at:

1. no cost to the full or part time employee involved, or

2. at the actual cost of a substitute required to replace the employee during the period of such absence

the decision as to whether 1. or 2. shall apply, shall be made by the Superintendent or his/her designate based upon the nature of the emergency or circumstances.

15.02 Family Leave

Employees shall be entitled to use up to three (3) days of sick leave per year to attend to medical emergencies, illness or accident, injury or medical appointment that pertain to the employee's spouse, common-law partner, children, children of the spouse or common-law partner, grandchildren, foster children, and/or parents. Such leave is non-cumulative from one (1) school year to the next school year.

15.03 Religious Leave

Effective August 30, 1999, a full time or part time employee shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the employee's religion.

Employees shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or his/her designate. The following notification period shall apply:

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

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

(c) Where the appropriate notice has not been given religious holy day's leave will be provided and the employee's regular hourly rate will be deducted the substitute rate in the employee's pay grade.

The parties agree that this article constitutes reasonable accommodation for religious holy leave.

15.04 Bereavement Leave

An employee may be granted up to five (5) working days, without loss of salary or wages, in the case of the death of an employee's spouse, common law partner, children, children of the spouse or common law partner, grandchildren, foster children and/or parents.

An employee may be granted up to three (3) working days without loss of salary or wages, in the case of the death of a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or any other relative who has been living in the same household. The Board may also grant leave in the form of compensatory days off to an employee who suffers bereavement during

his/her vacation period.

An employee may be granted the required time off to attend a funeral as a pallbearer or mourner without loss of salary or wages.

At the discretion of the Board, further time off will be granted in extenuating circumstances.

15.05 Leave to Write Examinations

The Board shall grant leave, with pay, to employees to write examinations to upgrade employment qualifications, provided such qualifications are relevant to the Board's requirements. Such leave shall be limited to a maximum of three (3) days in any year for an individual employee.

15.06 Leave for Seminars, Workshops or Short Courses

The employer may provide time off with pay, for employees to participate in appropriate seminars, workshops or short courses.

15.07 Maternity/Parental Leave

(a) Employees shall be entitled to maternity/parental leave as per the provisions of applicable provincial legislation.
(b) A copy of the pertinent sections of The Employment Standards Code is appended to this agreement.

(c) (i) An employee taking maternity leave pursuant to this Article shall receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplementary Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.

(ii) In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:

a. For the first two (2) weeks, payment equivalent to ninety (90%) percent of her gross salary; and

b. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety (90%) percent of her gross salary.

(iii) An employee taking adoptive or parental leave pursuant to this Article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety (90%) percent of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.

(iv) In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the following:

a. For the first two (2) weeks, payment equivalent to ninety (90%) percent of her gross salary; and
b. Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety (90%) percent of her gross salary.

(d) Maternity/Parental Leave shall not constitute a break in employment.

(e) At the termination of the maternity/parental leave the employee will be reinstated in the position occupied by the employee at the time such leave commenced or in a comparable position.

15.08 Personal Leave

(a) Without Pay, Seniority Accrues – the Board may grant leave of absence without pay and without loss of seniority for one (1) year or less to any employee requesting such leave which in the opinion of the Board is sufficient cause. Such request to be in writing fifteen (15) working days prior to the leave and approved by the employee's supervisor.

(b) Without Pay, Seniority Maintained But Not Accrued – absences for all other personal reasons, in excess of one (1) year, except as stated in this Agreement, shall be without pay. Any benefits based on seniority and service shall be retained but not accumulated for the duration of such leave.

15.09 Leave for Critical Illness

An employee will be eligible to apply for unpaid compassionate leave of up to eight (8) weeks to provide care or support to a critically ill family member. Entitlement to such leave will be subject to the provisions of section 59.2 of *The Employment Standards Code* of Manitoba.

In order to be eligible for such leave, the employee must provide the Division with a physician's certificate stating that a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date when the leave either commenced or will begin, and that the family member requires the care or support of one or more family members.

No period of leave may be less than one (1) week's duration. An employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. Where possible, the employee shall provide the Division with at least two (2) weeks notice of her request for such leave.

At the end of such leave, the Division shall reinstate the employee to the position the employee occupied when the leave began with no less than the wages and any other benefits earned by the employee immediately before the leave began, provided however that such obligation will not apply if the employee is either laid off, terminated, or otherwise not reinstated for reasons unrelated to the leave.

ARTICLE 16 – PAYMENT OF SALARIES

16.01 The Board shall pay wages and salary every second Friday in accordance with the Schedule attached, forming part of this agreement.

16.02 All wages and salaries shall be paid by automated payroll deposits.

16.03 Term employees shall be paid at Step 1 of the wage schedule for the position that the term employee is filling.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.01 Should a dispute arise between the Board and any employee(s) or between the Board and the Association regarding the interpretation, meaning, operation or application of this Agreement, or any question as to whether a matter is arbitrable, or should an allegation be made that this Agreement has been violated, or should any dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Prior to the commencement of the grievance procedure the employees(s) shall, where appropriate, first approach her/their immediate supervisor and attempt to resolve the matter at that level. Such approach shall be made in a reasonably timely fashion.

Step1 — If the matter is not resolved to the satisfaction of the employee(s) or the Association, the grievance shall be submitted in writing to the employee(s)' immediate supervisor, with a written statement of the particulars of the grievance and the redress sought. The employee(s)' supervisor shall respond in writing within seven (7) working days.

Step 2 — Failing settlement, the Association shall, within seven (7) working days from receipt of the supervisor's response, submit the grievance to the Superintendent. The Superintendent shall respond, in writing, within five (5) working days.

Step 3 — Failing settlement being reaching at Step 2, the Association shall, within ten (10) working days of receipt of the decision at Step 2, appeal the decision in writing to the Board of Trustees through the Secretary of the Board, and a hearing shall be granted at the next regular meeting of the Board following submission of the appeal. The Board of Trustees shall render a written decision within fifteen (15) working days of the hearing. If the Association is not satisfied with that response, then the grievance may be referred to arbitration pursuant to Article 18 - Arbitration.

17.02 Time limits referred to herein may be extended with the mutual agreement, in writing, of the parties.

17.03 Disputes involving a question of general application or interpretation and disputes arising out of a suspension or termination may be filed at Step 2 of the grievance procedure.

ARTICLE 18 – ARBITRATION

18.01 Any grievance which is not settled to the satisfaction of the parties, may, within 10 days from the receipt of the decision at Step 3, be submitted to an Arbitration Board consisting of three members.

18.02 Each of the parties to the dispute shall, within seven days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment.

18.03 These two arbitrators within a further period of seven days after their appointment shall meet and select a chairman mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairman within the required seven days, either party may request the Labour Relations Board to make the appointment of a chairman. Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an Arbitration Board shall apply to the single arbitrator.

ARTICLE 19 – DISCHARGE CASES

19.01 An employee shall be dismissed only for just cause and only upon the authority of the Board. The Superintendent or designate may suspend an employee with or without pay pending a determination by the Board, dependent on the nature of the alleged cause, but shall immediately report such action to the Board. Such employee and the Association shall be advised promptly in writing by the Board of the reason for such dismissal or by the Superintendent or designate of such suspension and whether it is with or without pay.

ARTICLE 20 – VACANCIES AND NEW POSITIONS

20.01

1. The Board agrees to post vacant or new positions (excluding term positions) covered by this Agreement for at least seven (7) working days to enable employees to apply for same. For the purpose of this Article, a term position is one that is expected to exist for less than six (6) months. Any term positions that continue for six (6) or more months shall be posted immediately upon the expiration of the initial six month period. This provision may be waived by mutual agreement of the Board and the Association.

2. An employee who is hired as a term employee shall receive a letter from the Division indicating the length of time that the employee is expected to be employed. A copy of that letter is to be sent to the Association's President.

3. Such notice of posting shall contain the following information: nature and location of the position, required knowledge and education, ability and skills, salary rate or range, and closing date and time of posting. Bulletins shall be mailed to the address on file with the Division for employees on sick leave or on leave of absence.

4. In circumstances where the Division intends to post a position with a gender specific qualification, it will, prior to posting the position, provide the Association with general particulars of the reasons supporting the Division's position of the existence of a gender specific requirement.

20.02 Provided that job requirements are met, the most senior employee, who has submitted a written application for the vacant or new position shall be awarded the position, effective no later than the beginning of the next school year.

20.03 When a senior applicant is not awarded a bulletined position, the employee may appeal in writing, within fourteen (14) calendar days of such an appointment.

20.04 The Division shall, not later than ten (10) working days from when the decision was made, notify all applicants, and the Association, in writing, of the appointment and the name of the successful applicant. An employee who is notified that he/she is an unsuccessful applicant for a vacant or new position shall be supplied, upon request, with the reasons for non-acceptance within ten (10) days of being notified.

20.05 The successful applicant may return to his/her prior position within the first ten (10) working days, if this employee feels the position is not suited to him/her.

20.06 In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to a position in his/her former class. The division will not be required to bulletin the successful applicants' former position until the aforementioned trial period has been fulfilled and the successful applicant has made a permanent commitment to the new position.

20.07 The Association recognizes that the Division may fill positions outside of the bargaining unit as it sees fit.

20.08 The Division recognizes, in principle, the desirability of training for promotion, if it is (a) necessary or (b) practicable.

20.09 Employees shall not, without the consent of the Division, be entitled to apply for a vacant position during any school year in which they have been the successful applicant for another bulletined position.

20.10 Any objection by the Association to staff changes shall be construed as a difference between the parties bound by the Agreement as provided for under the grievance procedure.

20.11 <u>Job Postings</u>

Employees who are interested in being considered for a different position in the fall term may submit a written application no later than May 30th of that year. The application should indicate the classification, grade levels and programs, which the employee would or would not consider.

New positions that become available at the start of the fall term or within one month following the start of the fall term will be first filled from employees who have submitted a written application provided of course that such employees meet the requirements for the job.

A position so filled shall not be posted pursuant to the provisions of Article 16.01 nor subject to recall provisions as per Article 20.04.

ARTICLE 21 – PROBATIONARY PERIOD AND CALCULATION OF SENIORITY

21.01 1. An employee shall be considered to be on probation for the first four hundred and twenty (420) hours of paid employment.

2. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance and arbitration procedure.

3. After completion of the probationary period, seniority shall be effective from date of employment.

21.02 "Seniority" shall be defined as the length of an employee's service in the bargaining unit from the last date upon which he/she was hired by the Board. Seniority shall be on a bargaining unit wide basis.

Notwithstanding the foregoing, the seniority credit that employees receive for time worked to June 30, 1994 shall be as per the actual seniority that was established as of June 30, 1994 in accordance with the practice for calculating seniority that was then in effect.

21.03 A Seniority List shall be prepared by the Board as of June 30th in each year and a copy shall be forwarded to the Association no later than September 1st in each such year.

21.04 1. A term employee shall have no seniority rights but will have all other rights and privileges under this agreement. Notwithstanding the foregoing, a term employee shall be entitled to have any time that she worked in a term position during the prior two (2) years considered as seniority only when applying for a posted position. However, term employees shall not receive priority over full-time or part-time employees in any staff change.

2. A term employee who is the successful applicant for a bulletined position, without a break in service, shall have seniority calculated retroactively to his/her last date of hire as a term employee. For the purpose of this clause, an employee shall not be considered to have suffered a break in service by reason of the Christmas or Spring Break or by reason of not having returned to work during the first six (6) weeks of the school year.

21.05 An employee shall lose seniority for any of the following reasons:

1. the employee resigns;

2. the employee fails to return to work after the termination of any leave granted by the Employer;

3. the employee is not recalled within two calendar years after September 30th following the date of the layoff period;

4. the employee is terminated for cause.

21.06 Seniority shall be maintained and not accrue during:

1. maternity/parental leave in excess of the provisions of the Employment Standards Act;

2. periods of personal leave without pay in excess of one (1) year approved by the Board;

3. layoff periods of up to two years excluding the summer break period after which Article 21.05 3. Loss of Seniority, shall apply.

ARTICLE 22 – STAFF REDUCTIONS

22.01 In the event of staff reduction, senior employees shall be retained, qualifications and ability being sufficient to perform the required duties.

22.02 Employees shall be recalled in the order of their seniority.

22.03 Unless Legislation is more favourable to the employees, the division shall notify employees who are to be laid off, thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

22.04 Laid off employees shall be placed on a recall list. Employees placed on the recall list shall be recalled in the order of their seniority if the employee so affected has the qualifications and ability sufficient to perform the work.

22.05 Any employee on the recall list who refuses to accept the position for which the employee has the qualifications to perform the work stipulated in 22.04 above, shall be bi-passed and the position shall be offered to the next employee on the recall list who has the necessary qualifications.

22.06 Notice of recall to an employee who has been placed on the recall list shall be made by registered mail to the last known address of the employee. The division will give the employee seven (7) days to accept the opening prior to offering the position to the next qualified employee on the recall list. The recall list shall be maintained for a period of two years after which this list will not be maintained.

22.07 An employee shall lose seniority for any of the following reasons:

1. the employee resigns;

2. the employee fails to return to work after the termination of any leave granted by the Employer;

3. the employee is not recalled within two calendar years after September 30th following the date of the layoff period;

4. the employee is terminated for cause.

22.08 Grievances concerning layoffs and recalls shall be initiated according to Article 17 of this Agreement.

ARTICLE 23 – NEGOTIATING COMMITTEE

23.01 A Negotiating Committee shall be appointed and consist of such members of the Division as appointed by the Division as the Division may determine, and not more than eight (8) members of the Association as appointees of the Association. The Association will advise the Division of the Association appointees to the Committee.

23.02 Both parties shall have the right at any time to the assistance of additional representatives when dealing or negotiating.

23.03 Any representative of the Association on the Negotiating Committee who is an employee of the Division shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

ARTICLE 24 – CASUAL EMPLOYEES

24.01 Casual employees shall be paid at Step 1 of the attached wage schedule for the position they are filling.

24.02 Where it is expected that a casual employee will occupy a particular assignment for thirty (30) or more working days, then that casual employee shall, at the outset of the assignment, be considered to be a term employee as per Article 2.02 of this Agreement. Similarly, where a casual employee, contrary to initial expectations, works in a particular position for thirty (30) or more working days, the employee will be considered a term employee as of the thirty-first (31st) working day that he/she works in such position.

24.03 Casual employees shall be covered by the No Discrimination clause written in Article 4.

24.04 Notwithstanding Article 11 – Group Insurance and Pension Plan, casual employees are not eligible to participate in Article 11.01 Group Life Insurance and Article 11.02 Salary Continuance. Casual employees shall participate in the M.A.S.T. Pension Plan for non-teaching employees six (6) months from the initial date of hire in the Division. Bi-weekly deductions, matched by the Board, shall be as outlined in the Plan.

24.05 Notwithstanding Article 7 – Statutory Holidays, casual employees shall be eligible for statutory holidays with pay provided they meet the requirements of the Employment Standards Act.

ARTICLE 25 – DURATION

25.01 This Agreement shall be binding and remain in effect from January 1, 2018 to December 31, 2021 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than 30 days or more than 90 days before December 31st in any year that it desires its termination or amendment.

25.02 However, any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

25.03 Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations in good faith and make every reasonable effort to consummate a revision or new agreement.

ARTICLE 26 – CLASSIFICATIONS

26.01 The following Educational Assistants shall be classified as a Special Needs Educational Assistant:

1. an Educational Assistant whose primary assignment is to work with a level III (or above) student;

2. an Educational Assistant whose primary assignment is to work jointly with another Educational Assistant in a combination setting where there is a combination of level II and III severely disabled children; or

3. an Educational Assistant who is requested to provide physical or medical assistance to one or more physically or mentally disabled children.

26.02 An employee who is assigned to work in a lower classification shall continue to receive her former rate of pay until such time as she is offered and declines a comparable position in a higher classification.

26.03 The Association and the Division recognize that some Special Needs Educational Assistant assignments can be more physically and/or emotionally challenging than others. If a Special Needs Educational Assistant believes that his/her assignment is particularly physically or emotionally challenging, he/she may request to the school administrator to have the assignment (or assignments, if more than one) adjusted. The adjustment may be for part of each school day, a temporary reassignment, or some other form of adjustment considered to be appropriate in the circumstances. Requests to adjust assignments in such circumstances will not unreasonably be denied.

26.04 Bus Educational Assistants shall be paid at the same level as Level III Educational Assistants.

ARTICLE 27 – AMALGAMATION, REGIONALISATION AND MERGER PROTECTION

27.01 In the event the Division merges or amalgamates with any other body, the Division undertakes to ensure that:

1. Employees shall be credited with all seniority rights with the new Division.

2. All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Division.
3. All work and services presently performed by members of The Educational Assistants of Seven Oaks shall continue to be performed by EA7oaks members with the new Division.

4. Conditions of employment and wage rates for the new Division shall be equal to the best provisions in effect with the merging Divisions.

5. No employee shall suffer a loss of employment as a result of a merger.

6. Preference in location of employment in the merged Divisions shall be on the basis of seniority.

27.02 Portability of Service Credits

When an employee of the Division transfers to another employer within the Province, the Division shall place with the new employer the pension, sick leave and other service credits standing to the credit of the employee, where applicable.

ARTICLE 28 – CLOTHING ALLOWANCE

28.01 Effective the date of signing of this Agreement, employees who regularly participate in weekly "in-water" swimming activities with students with special needs shall be entitled to an annual bathing suit allowance of up to $75.00, on a 50/50 cost sharing basis, upon the presentation of original receipts.

28.02 After six (6) months of permanent employment with the Division, each Bus Educational Assistant shall be entitled to purchase outerwear having a Division logo or crest, or any clothes which a bus driver in entitled to buy and be compensated for, on a 50/50 cost sharing basis to a maximum cost to the Division of $300.00 per year ($300 per employee / $300 per Division).

28.03 Effective January 1, 2012, after six (6) months of permanent employment with the Division, each Educational Assistant that is required to regularly perform outdoor duties (e.g. recess or lunch hour supervision) shall be entitled to purchase outerwear having a Division logo or crest on a 50/50 cost sharing basis to a maximum of $300.00 per year ($150 per employee / $150 per Division).

The foregoing allowance is to be used solely for winter outerwear (parkas, winter boots, winter mitts/gloves, winter headwear) or rubber boots. The winter outerwear must be for the employee's own personal use. This paragraph applies to Articles 28.02 and 28.03.

ARTICLE 29 – WORKING CONDITIONS AND SAFETY CONCERNS

29.01 A representative of the Association shall be appointed to the Division's Central Workplace Safety and Health Committee.

29.02 A copy of The Workplace Safety and Health Act and all pertinent Regulations shall be readily available to employees in each workplace.

29.03 The Division and the Association recognize the right of all employees to work in an environment free from physical violence, verbal abuse or the threat of physical assault.

The Division has established a reporting form and a procedure that is to be followed to report all such incidents. The Division shall provide the Association with a copy of all reporting forms completed by its members.

29.04 An employee may request to be issued Personal Protective Equipment ("PPE") if she believes that her specific assignment has risks of violence or injury to her. The Division will assess the request and issue appropriate PPE at no cost to the employee if it determines that some form of PPE is appropriate for the assignment. PPE issued by the Division must be worn at all times when working with the specific assignment that creates the risk of violence or injury, but need not be worn during working hours when the circumstances creating the risks are not present.

29.05 Each School Administrator will, by October 15th of each school year, notify all Educational Assistants working in their school of the school's policies regarding the cancellation of outdoor recesses during extremely cold weather.

ARTICLE 30 – EARLY NOTICE OF RETIREMENT GRATUITY

30.01 The parties agree that effective January 1, 2012, Educational Assistants who provide written notice to the Board of their intention to retire at the completion of a given school year shall be given an advance notice gratuity in accordance with the following schedule:

(a) $1,000.00 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in April of the year in which the Educational Assistant is to retire.

(b) $1,500.00 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in March of the year in which the Educational Assistant is to retire.

(c) $2,000.00 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in February of the year in which the Educational Assistant is to retire.

Payment of such retirement gratuity shall be made, at the option of the Educational Assistant, on the effective date of his/her retirement, or January 1st of the year following his/her retirement.

A retiring Educational Assistant who wishes to have his/her retirement gratuity placed into an RRSP shall so notify the Board and complete any prescribed forms.

ARTICLE 31 – EXTRA CURRICULAR ACTIVITIES

31.01 **Extra-Curricular Activities are Voluntary**

"Extra-curricular activities" means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day, but does not include hours of work related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occurs alone or with students, parents, or administrative staff, such as (without limitation) staff meetings, parent teacher meetings, committee work, or in-service sessions. Educational Assistant participation in extra-curricular activities is voluntary. The parties also acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience.

An eligible extra-curricular activity is an activity which has received prior approval from the school principal. Commencing in September 2015, and thereafter, in any school year (as per Minister of Education definition), an Educational Assistant will be entitled to paid leave of absence of one-half day for twenty-five (25) hours of eligible extra-curricular activities to a maximum of two half days per school year, provided that:

1. The date of such leave shall be mutually agreed between the principal and the Educational Assistant.

2. Educational Assistants must submit their request for leave a minimum of five (5) working days before the date of the desired leave to the Superintendent.

3. The leave may be used up to December of the following school year excluding one day prior to the winter break.

4. Such leave is not to be used to extend the December holidays, spring break or summer vacation.

5. Accumulated extra-curricular activity hours cannot be carried over from one school year to the next.

6. The leave may not be taken in conjunction with any leave unless authorized by the Superintendent.

7. A part time Educational Assistant shall be entitled to the equivalent time off as a full time Educational Assistant.

31.02 Educational Assistants authorized to engage in approved extra-curricular activities shall be reimbursed for reasonable, documented mileage and meal expenses related to such activities at the rates set out in policy DJD.

D.J.D.

SALARY SCHEDULE

Rates to be increased 3.3% January 3, 2022, 2% January 2, 2023.

Salaries shown are hourly.

Classification	Years	Jan 3/22	Jan 2/23
Regular	1 & 2 Yrs	23.12	23.58
	3 & 4 Yrs	25.32	25.83
	5 to 11 Yrs	27.52	28.07
	Over 11 Yrs	28.08	28.64
Special Needs and Bus	1 & 2 Yrs	24.25	24.74
	3 & 4 Yrs	26.47	27.00
	5 to 11 Yrs	28.68	29.25
	Over 11 Yrs	29.25	29.84

The Parties recognize the agreement to participate in an Extended Health Care, Vision and Dental Plan subject to the terms of administration as determined by the conditions of entry of the plan.

The Parties acknowledge that employees who are not eligible for coverage under the plan will be paid according to the annual rate of pay as agreed by the Division and the Association.

Casual and term employees employed for a term of less than 6 months shall be at the first step of each classification of the grid above.

Dated at Winnipeg, Manitoba this 30 day of May, 2022.

SIGNED ON BEHALF OF:
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS of the Province of Manitoba hereinafter called "THE ASSOCIATION"

PRESIDENT

SECRETARY

SIGNED ON BEHALF OF:
THE SEVEN OAKS SCHOOL DIVISION of the Province of Manitoba hereinafter called "THE BOARD"

CHAIRPERSON OF THE BOARD

CO-CHAIR OF NEGOTIATIONS

SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS

LETTER OF UNDERSTANDING
Staff Reduction Protocol

Staff Reduction Protocol

When the reduction in staff affects an employee other than the least senior employee in the school, then the Division shall proceed as follows:

(a) The Division will consult with the Association and with the employees in the school to determine if the affected employee or any other employee within the school wishes to accept a voluntary placement in a comparable position at another school, thereby facilitating a jointly agreed re-assignment of staff within the affected school;

(b) In the absence of such an agreement, the Division shall transfer the employee with the least divisional seniority to another comparable position in another school. The vacancy that is created by this transfer shall then be filled by an employee within the affected school on the following basis:

i. if the vacancy that was created is in the same or lower classification than the affected employee, then the vacancy will be filled by the affected employee;
ii. if the vacancy is in a higher classification than that of the affected employee, then the vacancy will first be offered to other employees within the school, commencing with the most senior employee and progressing on downward to the affected employee;
iii. if the vacancy is accepted by someone other than the affected employee, then the affected employee shall be placed in the position that became vacant due to the provisions of this paragraph.

(c) In all cases qualifications and ability being sufficient to perform the required duties shall prevail.

Dated at Winnipeg, Manitoba this 30 day of May, 2022.

SIGNED ON BEHALF OF:
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS of the Province of Manitoba hereinafter called "THE ASSOCIATION"

PRESIDENT

SECRETARY

SIGNED ON BEHALF OF:
THE SEVEN OAKS SCHOOL DIVISION of the Province of Manitoba hereinafter called "THE BOARD"

CHAIRPERSON OF THE BOARD

CO-CHAIR OF NEGOTIATIONS

SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS

LETTER OF UNDERSTANDING
School Year and Hours of Work

As an outcome of the 2007 negotiations between the Seven Oaks School Division and the Educational Assistants of Seven Oaks, both parties have agreed to the following:

School Year

Employees will normally work the school year as determined by the Minister of Education.

Hours of Work

Work assignments for full time positions will be assigned no less than six (6) hours and thirty (30) minutes per day and one-half time positions will be assigned no less than three (3) hours and fifteen (15) minutes per day for the duration of the agreement.

The above would not prevent the Division from completely laying off employees (as opposed to laying off employees and recalling them to reduced hours) where such lay offs were necessary and otherwise in accordance with the Collective Agreement.

Dated at Winnipeg, Manitoba this 30 day of May, 2022.

SIGNED ON BEHALF OF:
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS of the Province of Manitoba hereinafter called "THE ASSOCIATION"

PRESIDENT

SECRETARY

SIGNED ON BEHALF OF:
THE SEVEN OAKS SCHOOL DIVISION of the Province of Manitoba hereinafter called "THE BOARD"

CHAIRPERSON OF THE BOARD

CO-CHAIR OF NEGOTIATIONS

SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS

LETTER OF UNDERSTANDING
Pension Plan

As an outcome of the 2007 negotiations between the Seven Oaks School Division (the "Division") and the Educational Assistants of Seven Oaks (the "Association"), both parties have agreed to the following:

If the Division is giving active consideration to exploring a change in pension plan participation for any of its hourly paid employees, the Division will formulate a committee comprised of representatives of the Board and each union representing hourly paid employees. The committee will meet regularly for the purposes of fully exploring any such changes before any recommendations are made.

Dated at Winnipeg, Manitoba this 30 day of May, 2022.

SIGNED ON BEHALF OF:
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS of the Province of Manitoba hereinafter called "THE ASSOCIATION"

PRESIDENT

SECRETARY

SIGNED ON BEHALF OF:
THE SEVEN OAKS SCHOOL DIVISION of the Province of Manitoba hereinafter called "THE BOARD"

CHAIRPERSON OF THE BOARD

CO-CHAIR OF NEGOTIATIONS

SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS

LETTER OF UNDERSTANDING
Lay-off Protection

As an outcome of the 2022 negotiations between the Seven Oaks School Division and the Educational Assistants of Seven Oaks Association, both parties have agreed to the following:

1. This Letter of Understanding is effective from the first day of the bi-weekly period following the date of signing of this collective agreement to December 31, 2023 and shall expire on that date.

2. This layoff protection does not apply to the normal summer layoff period.

3. During the term of this Letter of Understanding there will be no lay-offs (including lay-offs from full-time to part-time) of Educational Assistants who were hired on or before January 1, 2022 into permanent positions.

4. This lay-off protection does not apply to term employees.

5. In the event that issues arise with respect to the spirit and intent of this Letter of Understanding the parties will meet to discuss such issues prior to any grievance being filed pursuant to Article 17 and 18 of the Collective Agreement.

Dated at Winnipeg, Manitoba this 30 day of May, 2022.

SIGNED ON BEHALF OF:
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS of the Province of Manitoba hereinafter called "THE ASSOCIATION"

PRESIDENT

SECRETARY

SIGNED ON BEHALF OF:
THE SEVEN OAKS SCHOOL DIVISION of the Province of Manitoba hereinafter called "THE BOARD"

CHAIRPERSON OF THE BOARD

CO-CHAIR OF NEGOTIATIONS

SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS

LETTER OF UNDERSTANDING
CATEP Program

The Community Based Aboriginal Teacher Education Program (CATEP) is a partnership between the Division and The University of Winnipeg. The program offers a specialized B.Ed./B.A. degree program for Aboriginal people who are working as Educational Assistants. Participants must be employed by Seven Oaks School Division to be eligible to participate in the program.

Participants in this program attend university part-time from September to April and full-time in May, June and July. Due to the part-time nature of this program, participants will take 6.5 – 7 years to complete the 150 credit hours that comprise the degree. Applicants to the program must first apply and be accepted by both the University of Winnipeg and the Division for admission to the program.

In recognition of this unique program, the unique employment considerations that apply to participants in the program and the need for them to be employed in positions falling within the Association's bargaining unit, the Association and the Division agree to the following:

1. There will be a maximum total of 30 positions per school year filled with CATEP participants employed by the Division.

2. CATEP participants will be covered by the terms of the Association's collective agreement and will pay dues to the Association, subject to the following:

   a) CATEP participants will be placed into Special Needs Educational Assistant positions, and therefore can be scheduled to perform any and all required duties.

   b) No member of the Association will be displaced from his/her position, and no member will be laid off, as a result of the placement of CATEP participants in positions within the bargaining unit.

   c) Newly hired CATEP participants will initially be hired as "casual" employees. After the completion of 30 (thirty) continuous days, the CATEP participant will be classified as a "term employee". Thereafter the CATEP participant shall be considered to be equivalent to a "term employee", and shall have seniority rights in accordance with Articles 21.04 (1) and (2) of the Collective Agreement.

   d) CATEP participants are not eligible to apply for posted positions while placed in a position pursuant to this letter of understanding, as they are guaranteed to be placed in a Special Needs Educational Assistant position while they continue to participate in the CATEP program.

   e) If a CATEP participant withdraws or otherwise ceases to be enrolled in the CATEP program, the CATEP participant's term position and employment will immediately cease. The CATEP participant may then request to be placed on the substitute list and apply for a position within the bargaining unit.

f) Nothing in the foregoing shall restrict the Division's ability to terminate and/or suspend the employment of a CATEP Participant pursuant to Articles 19 and 21 of the Collective Agreement.

3. Notwithstanding the foregoing, the parties agree that any CATEP participant that has acquired Permanent status prior to September 1, 2011 may continue his/her employment with that status, and may continue to accumulate and maintain seniority status pursuant to Article 21.

Dated at Winnipeg, Manitoba this 30 day of May, 2022.

SIGNED ON BEHALF OF:
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS of the Province of Manitoba hereinafter called "THE ASSOCIATION"

PRESIDENT

SECRETARY

SIGNED ON BEHALF OF:
THE SEVEN OAKS SCHOOL DIVISION of the Province of Manitoba hereinafter called "THE BOARD"

CHAIRPERSON OF THE BOARD

CO-CHAIR OF NEGOTIATIONS

SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS

LETTER OF UNDERSTANDING
Exclusion Of Employees In The Final Year Of The CATEP Program

The Community Based Aboriginal Teacher Education Program (CATEP) is a partnership between the Division and The University of Winnipeg. The program offers a specialized B.Ed./B.A. degree program for Aboriginal people who are working as Educational Assistants. Participants must be employed by Seven Oaks School Division to be eligible to participate in the program.

Whereas the Division and the Association have entered into the Letter of Understanding re: CATEP Program to address the unique employment considerations applying to participants in the CATEP Program and

Whereas the parties agree that in the final year of the CATEP Program the duties and responsibilities of participants are different and do not fall within the scope of the duties and responsibilities of positions falling within the Association's bargaining unit.

Therefore, the parties further agree that employees who are in the final year of participation in the CATEP Program will not be included in the Association's bargaining unit, and the terms of the Collective Agreement between the Association and the Division, including without limitation the Letter of Understanding re: CATEP Program will not apply to employees in the final year of participation in the CATEP Program.

Dated at Winnipeg, Manitoba this 30 day of May, 2022.

SIGNED ON BEHALF OF:
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS OF THE PROVINCE OF MANITOBA HEREINAFTER CALLED "THE ASSOCIATION"

PRESIDENT

SECRETARY

SIGNED ON BEHALF OF:
THE SEVEN OAKS SCHOOL DIVISION OF THE PROVINCE OF MANITOBA HEREINAFTER CALLED "THE BOARD"

CHAIRPERSON OF THE BOARD

CO-CHAIR OF NEGOTIATIONS

SECRETARY-TREASURER

SEVEN OAKS SCHOOL DIVISION
AND
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS

LETTER OF UNDERSTANDING
Mentoring of Student Educational Assistants

In the 2015 collective bargaining negotiations, the issue of the Division's partnership in Educational Assistant training programs was discussed.

The Division and the Association recognize the value of providing mentorship opportunities for student Educational Assistants through recognized training programs. Prior to September 15 of each School Year or twenty (20) working days prior to the start of a program, the Division will meet with the President of the Association and provide particulars of the training programs that the Division will be partnering with in that School Year. The particulars will include the schools that will have student Educational Assistant placements, the responsibilities that may and may not be assigned to the participating students, supervision expectations, the process for selection of mentors and the number of students anticipated. The parties agree that the placement of such student Educational Assistants in schools is for the limited purpose of providing mentorship and training opportunities, and shall not be used to replace or reduce bargaining unit positions.

This letter does not apply to teacher education programs such as CATEP.

Dated at Winnipeg, Manitoba this 30 day of May, 2022.

SIGNED ON BEHALF OF:
THE EDUCATIONAL ASSISTANTS OF SEVEN OAKS of the Province of Manitoba hereinafter called "THE ASSOCIATION"

PRESIDENT

SECRETARY

SIGNED ON BEHALF OF:
THE SEVEN OAKS SCHOOL DIVISION of the Province of Manitoba hereinafter called "THE BOARD"

CHAIRPERSON OF THE BOARD

CO-CHAIR OF NEGOTIATIONS

SECRETARY-TREASURER

ADDENDUM

Seven Oaks School Division
Group Insurance Benefits

Overview of Benefits as at January 1, 2015

Extended Health Care

The Extended Health Care benefit will pay (for each employee and his/her eligible dependents):

- 100% of eligible out-of-Canada emergency medical expenses
- 100% of the cost of eye glasses, contact lenses, and eye examinations (inclusive), to a maximum of $400 every 24 months
- 100% of the cost of ambulance services to the nearest hospital
- 80% of prescription drug costs with a pay-direct drug card with a $6 dispensing fee cap
- 80% of the cost of services of the following practitioners, each to a maximum of $850 per calendar year

Audiologist	Certified Athletic Therapist
Chiropractor	Dietician
Massage Therapist	Naturopath
Osteopath	Physiotherapist
Podiatrist/Chiropodist	Psychologist (including MSW/Clinical Counsellors)
Specialist in Acupuncture	Speech Therapist

- 80% of the cost of custom-made orthotics, up to $350 per calendar year
- 80% of the cost of custom-made orthopaedic shoes, up to $500 per calendar year
- 80% of the cost of hearing aids, up to $500 in any period of 36 consecutive months
- 80% of private duty nursing charges, up to $5,000 per calendar year

In the event of death, Extended Health Care benefits will continue for dependents, at no charge, for up to 24 months.

Dental

The Dental benefit will pay (for each employee and his/her eligible dependents):

- 80% of Basic Dental Services
- 50% of Major Dental Services
- 50% of Orthodontic Services (for dependent children)

This benefit will pay up to $1,500, Basic and Major services combined per calendar year, and up to a $2,500 lifetime maximum for Orthodontic Services.

Benefits are payable in accordance with the General Practitioners current provincial fee guide (if referred to a Dental Specialist, expenses will be reimbursed at the appropriate reimbursement level, in accordance with the applicable Specialist fee guide).

In the event of death, Dental benefits will continue for dependents, at no charge, for up to 24 months.

ADDENDUM re: Statutory Rights

The following are links to summaries of important statutory rights administered by provincial government authorities under laws that may be amended from time to time. Please ask the Association and/or Human Resources any questions you may have about these rights.

Right to Refuse Dangerous Work (*The Workplace Safety and Health Act*)

https://www.gov.mb.ca/labour/safety/wsh_faqs_right_refuse.html

Leaves of Absence (*The Employment Standards Code*)

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

Prohibition on Discrimination and Protected Characteristics

http://www.manitobahumanrights.ca/v1/education-resources/resources/fact-sheet-pages/fact-sheet-discrimination.html