

COLLECTIVE AGREEMENT

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND

CUPE / *Canadian Union
of Public Employees*
LOCAL 4701 - UNIT A
EDUCATIONAL ASSISTANTS

COVERING THE PERIOD

JULY 1, 2018 TO JUNE 30, 2022

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This Agreement made and entered as of this 27th day of September A.D., 2021

Between:

**PRAIRIE ROSE SCHOOL DIVISION
(hereinafter referred to as the "Division")**

of the First Part

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT A
(hereinafter referred to as the "Union")**

of the Second Part

ARTICLE 1 - PREAMBLE

Whereas it is the desire of both Parties of this Agreement:

- 1.01 To maintain and improve relations and settled conditions of employment between the Division and the Union.
- 1.02 To recognize the mutual value of joint discussions and negotiation in all matters pertaining to working conditions, employment, services, and wage rates.
- 1.03 To encourage efficiency in operation.
- 1.04 To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and to provide a basis for both Parties to improve the education services provided to the school children and the ratepayers of the Prairie Rose School Division.

Now therefore, the Parties agree as follows:

ARTICLE 2 - DEFINITIONS

- 2.01 The term "employee" shall, for the purposes of this Agreement, include all employees as outlined in MLB Certificate #6226 and further:
- 2.02 "Full-time employee" and "part-time employee" means an employee who regularly works on a regular and recurring basis.
- 2.03 "Temporary employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event. An employee hired under this designation will not normally work more than six (6) months. However, in the event such a requirement exists, the Union shall be notified of any duration in excess of six (6) months.

In the event the temporary employee is no longer required, such temporary employee shall receive at least two (2) weeks' notice or pay in lieu thereof.

Where a temporary employee is hired into a regular full-time or part-time position without a break in service, he/she shall be entitled to seniority, consistent with Article 11.01, retroactive to his/her last date of hire.

- 2.04 "Casual employee" means an employee who is employed on an irregular and unscheduled basis. A casual employee is not covered by this Agreement. However, a casual employee shall be paid the rate of pay as per Schedule "A" for the position they assume.
- 2.05 Every newly hired employee shall be placed on probation for a period of six (6) consecutive months of service exclusive of the summer and winter breaks from the date from which employment commenced.
- 2.06 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not have recourse through the grievance procedure for discharge.
- 2.07 Upon completion of the probationary period, seniority shall be retroactive to the date of last hire.
- 2.08 The masculine shall be construed as including the feminine; the feminine shall be construed as including the masculine, and the singular the plural, where required.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Subject to the provisions of this Agreement, the operation of the schools and direction of the staff covered by MLB Certificate #6226, including the right to hire, suspend, or discharge for just cause; to assign to jobs, to classify, to promote, to transfer for cause employees among the schools; to increase, decrease or reorganize the staff, both permanent and temporary, and to determine the service necessary for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Division.

In administering this Agreement the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

- 3.02 The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division.

ARTICLE 4 - RECOGNITION

- 4.01 This Agreement covers all employees as outlined by MLB Certificate #6226 issued by the Manitoba Labour Board and as listed in Schedule "A" except casual employees, those excluded by the Act and those positions that the Parties may, from time to time, agree on as being excluded from this Collective Agreement.
- 4.02 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.
- 4.03 For new employees, the deduction of dues shall become effective on the first semi-monthly pay.
- 4.04 The Union shall provide the Division at least one (1) month's advance notice of any change in the dues structure.
- 4.05 Deductions shall be made from the semi-monthly payroll and shall be submitted to the National Secretary-Treasurer of CUPE no later than the 15th of the month following the month deductions were made.
- 4.06 The Union agrees to and does hereby indemnify and save the Division 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.
- 4.07 Annually, upon written request, a comprehensive list including the name and address of each employee shall be sent to the Union.
- 4.08 Should a dispute arise concerning whether a particular person comes within the bargaining unit covered by this Agreement, the matters may be submitted by either Party to the Manitoba Labour Board for a decision.
- 4.09 Non-Discrimination
- The Division and the Union agree that there shall be no discrimination or harassment as per the *Human Rights Code*, Chapter H175, Section 9 and 19, nor by reason of his/her membership or non-membership or activity in the Union.

ARTICLE 5 - NEGOTIATIONS

- 5.01 The Union shall notify the Division, in writing, as to the names of their Executive, Stewards and Committee members. The Division shall notify the Union, in writing, as to the names of their Committee members and those that the Union will deal with.

5.02 The Bargaining Committee of the Union shall not exceed five (5) members, exclusive of the CUPE Representative.

5.03 Representatives of Canadian Union of Public Employees

(a) With the 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 any matters arising out of the Collective Agreement provided in the opinion of the Division that these visits shall not result in disruption of activities carried on in the school or other worksite.

(b) The Union will be allowed representatives to serve as members of the Division Workplace Safety and Health Committees in accordance with *The Workplace Safety and Health Act*.

5.04 Leave of absence with pay may be granted to up to two (2) employee representatives of the Union who are required to attend negotiation meetings during working hours.

ARTICLE 6 - LIAISON COMMITTEE

6.01 A Liaison Committee shall be established consisting of equal representatives of the Union and of the Division. Each party shall be entitled to have up to three (3) members on the committee. The committee shall concern itself with the following matters:

(a) promoting safety practices;

(b) increasing operating efficiency by promoting cooperation in effecting economy moves;

(c) improving the quality of service for the school children and the ratepayers of the Prairie Rose School Division;

(d) reviewing suggestions from employees as it relates to the above.

6.02 The Committee shall meet at the call of either party, upon at least two (2) weeks' notice, however, not more than once every two (2) months unless otherwise mutually agreed. The request for such meetings shall be accompanied by an agenda of the items to be discussed. It is understood that new items may be deferred to a future meeting.

6.03 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement or any grievance arising therefrom.

- 6.04 The Committee shall not supersede the activities of any other committee of the Union or of the Division and does not have the power to bind either the Union or its members or the Division to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Division with respect to its discussions and conclusions.
- 6.05 Leave of absence with pay shall be granted to employee representatives of the Liaison Committee to attend Liaison Committee meetings where such meetings are held during working hours.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Division, the Union or any employees regarding the interpretation, meaning, operation or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:
- If a dispute arises between the Division and an employee, the employee shall first attempt to resolve such dispute through discussion with the employee's immediate supervisor before a grievance is initiated.
 - If the grievor so wishes, he/she may be accompanied by a Union Steward for the Steps one (1) through three (3).
 - All grievances shall be submitted in writing, stating the nature of the grievance, the article in the Collective Agreement violated and the solution sought, within ten (10) working days of the event giving rise to a grievance. In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within ten (10) working days of the said employee returning to work.
- 7.02 Step 1
- The aggrieved employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing stating the nature of the grievance, the article(s) of the Collective Agreement alleged to be violated, and the redress sought, to his/her immediate supervisor. The supervisor shall render his/her decision within fifteen (15) working days after receipt of the grievance.
- 7.03 Step 2
- Failing satisfactory settlement within fifteen (15) working days after the dispute was submitted under Step 1, the written grievance may be submitted to the Superintendent. The Superintendent shall render his decision within fifteen (15) working days after receipt of the grievance.

7.04 Step 3

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

7.05 Step 4

Failing a satisfactory settlement being reached in Step 3, the Union shall indicate their intent to proceed or not proceed to arbitration within fifteen (15) working days after the Board response under Step 3.

7.06 In cases of discharge or suspension, Step 1 of the Grievance Procedure may be by-passed.

7.07 The time limits stipulated above may be extended by mutual agreement.

7.08 Leave of absence with pay shall be granted to one (1) employee representative of the Union who may be required to attend grievance meetings held during working hours.

ARTICLE 8 - ARBITRATION PROCEDURE

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

8.02 Within twenty (20) working days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. These two (2) arbitrators shall appoint a third person, who shall be mutually satisfactory to both Parties to act as Chairperson.

8.03 If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within twenty (20) working days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.

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

8.05 The Parties to this agreement request that the Board of Arbitration hand down its decision as soon as possible.

8.06 Each party shall pay the fees and expenses of its appointee and one-half (½) of the fees and expenses of the Chairperson.

- 8.07 The time limits as stipulated above may be extended by consent of the Parties to this agreement in writing.
- 8.08 Nothing herein shall prohibit the Parties from agreeing on a single arbitrator. If the Parties so agree, the provisions of this article relating to an arbitration board shall apply mutatis mutandis to the single arbitrator.
- 8.09 Nothing in this agreement shall preclude a settlement of a grievance by mutual agreement in any manner whatsoever.
- 8.10 One (1) local Union Representative will be granted time off with pay to attend an Arbitration Board hearing held during working hours.

ARTICLE 9 - PERSONNEL RECORDS

- 9.01 Upon written request to the Secretary-Treasurer, 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.
- 9.02 An employee has the right to respond in writing to any report or evaluation brought to his/her attention by the Division. Any such written response will be made at the time the report or evaluation was brought to the employee's attention by the Division.
- 9.03 An employee shall receive a copy of any evaluation placed on the employee file. A copy of an employee's file will be made available upon request within three (3) work days.

ARTICLE 10 - DISCIPLINE, SUSPENSION AND TERMINATION

- 10.01 The Division shall have the right to discipline, suspend or terminate any employee for just cause. Such employee shall be advised in writing of reason for his/her termination or suspension, with a copy being sent to the Union.
- 10.02 The employee shall have the right to be accompanied by a Union representative.

ARTICLE 11 - SENIORITY11.01 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit from the date of last hire and shall include service with the Division prior to the certification or recognition of the Union. Seniority shall be one of the factors used in determining preference or priority for promotion, transfer, lay-off, and recall, as set out in other provisions of this Agreement.

11.02 Seniority List

A seniority list shall be prepared by the Division and revised annually, in the first week of April of each year. A copy of the list will be posted on bulletin boards and a copy given to the Union.

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

- (a) the employee is discharged and is not reinstated;
- (b) the employee resigns in writing;
- (c) the employee is laid off for a period longer than twelve (12) months or such extension as may have been worked;
- (d) the employee fails to return to work following an authorized leave of absence;
- (e) the employee does not return to work from layoff within ten (10) working days of being notified by registered mail to do so;
- (f) an Educational Assistant on the recall list who is offered a position by the Division between June 30th and September 30th, and who chooses to decline the position provided that the position offered was not:
 - more than thirty-five (35) kilometres from the employee's previous job site, or
 - a reduction or increase of .20 of a full-time equivalency (.20 more or less FTE) of the employee's former position.

11.04 An employee shall retain and accrue seniority if she is absent from work because of:

- (a) illness or accident covered by sick days under the Collective Agreement;

- (b) authorized leave of absence of up to thirty (30) working days;
- (c) maternity or parental leave or compassionate care leave granted under the *Employment Standards Code*.

11.05 An employee shall retain but shall not accrue seniority if:

- (a) she is absent because of illness or accident over twelve (12) months;
- (b) she is laid off in excess of the summer months but less than twelve (12) months;
- (c) she is on an authorized leave of absence in excess of thirty (30) working days.

ARTICLE 12 - STAFF CHANGES

12.01 Job Postings

- (a) Where between September 30th and May 30th of any year a new position within the scope of this Agreement is created, or when a vacancy of a permanent nature occurs or a temporary position with a known duration greater than three (3) months occurs, the Division shall post notice of the position in all schools, on the Division web site and office buildings for a minimum of seven (7) working days. In order to have their applications considered for the posted position, employees seeking the posted position must submit their application prior to the closing date of the posting.
- (b) Transfers beyond one (1) transfer per school year will be at the discretion of the Board. Permission to transfer shall be at the discretion of the Board. Employees transferring to a term position shall be entitled to return to their former position or a comparable position upon completion of the term. Placement shall be at the discretion of the Division.
- (c) Notwithstanding the provisions of Article 12.01 (a), where the Division requires an increase of two (2) hours or less per day in the time allotted to an existing Education Assistant position, the Division shall offer the hours to the Education Assistant within the school in order of seniority provided the Education Assistant has the qualifications, ability, skills and experience to perform the tasks associated with the additional hours.

12.02 Information on Postings

Such posting shall contain the following information:

Nature and location of position, required knowledge, abilities and skills, qualifications, hours of work, wage or salary rate.

12.03 The Division shall notify the Recording Secretary of the Union of all appointments, transfers, layoffs and recalls.

12.04 Method of Making Appointments

The Division shall base its decision on the applicant's qualifications, abilities, skills and experience to perform satisfactorily the duties of the position. If qualifications, abilities, skills and experience are relatively equal, seniority shall prevail.

12.05 Any employee upgraded to a higher classification shall be considered to be on a trial basis in his/her new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period, he/she shall be returned by the Division to a position similar to that previously held. In such event there shall be no loss of seniority nor shall the employee be paid a wage rate that is less than the rate of pay of the classification occupied immediately prior to the upgrade.

12.06 When an employee is relieving another employee in a higher paid classification as per Schedule "A" he shall receive the salary rate for that classification which is next highest to his, for all time so worked.

ARTICLE 13 - HOURS OF WORK

13.01 Regular hours of work shall be up to six (6) consecutive hours per day, thirty (30) hours per week, Monday to Friday.

13.02 (a) Regular hours of work shall include Divisional In-Service and Administration Days. In the event the Division does not require an employee to be present on In-Service and/or Administration Days, the Division shall notify such employees on or prior to the first day of the fall term or four (4) weeks prior to the In-Service or Administration Day. Employees who are not required to be present for In-Service/Administration Days will not be paid for these days.

(b) In the event the Division does require the employee to attend an additional In-Service Day or Administration Day, the Division shall notify such employees four (4) weeks prior to such day.

(c) Where an employee is required to be in attendance at a Divisional In-Service or Administration Day, the employee will be paid for actual time worked on such days at his/her regular salary.

13.03 Meal Periods

Employees shall receive a meal period of not less than one-half ($\frac{1}{2}$) hour or more than one (1) hour in duration.

13.04 Rest Periods

A rest period of 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.

ARTICLE 14 - OVERTIME

14.01 All time worked up to eight (8) hours in a day or forty (40) hours in a week shall be paid at straight time. All time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be regarded as overtime payable at the rate of time and one-half ($1\frac{1}{2}x$) for the first four (4) hours and double time ($2x$) thereafter.

14.02 When an employee is required to work on a Statutory Holiday the employee shall be paid one and one-half times ($1\frac{1}{2}x$) plus the employee's regular day's pay for such holiday.

14.03 Banked Time

- (a) An employee authorized to work beyond their regular scheduled shift but less than eight (8) hours in any one (1) day, may elect to be paid for such time at straight time rates or bank such time, to be taken as equivalent time off.
- (b) An employee authorized to work beyond eight (8) hours in any one day or beyond forty (40) hours in any one (1) week, may elect to be paid for such time in accordance with Article 14.01 or bank such time, to be taken as equivalent time off.
- (c) Banked time accumulated under (a) or (b) shall not normally exceed the equivalent of five (5) working days in any one (1) school year and shall be taken at a mutually agreeable time.
- (d) For all ten month employees, any outstanding banked time will be paid out at the end of June of each year.
- (e) All banked time accumulated under (a) or (b) shall be taken or compensated in accordance with the *Employment Standards Code*.

ARTICLE 15 - STATUTORY HOLIDAYS

15.01 All employees may be eligible for the following holidays at their regular rates of pay:

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

and any other Statutory Holiday as proclaimed by the Province of Manitoba or the Government of Canada.

15.02 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.

15.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in Subsection 02, the employee shall be eligible to receive the holiday.

However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as the holiday.

15.04 When a paid holiday occurs on Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Division.

15.05 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 16 - VACATIONS

16.01 The vacation entitlement shall be calculated as to the number of continuous years' service on June 30th of each year. Employees who are eligible for an increase in vacation pay will receive it commencing July 1st immediately following that anniversary date.

16.02 Educational Assistants shall be entitled to be paid vacation pay as follows:

- (i) Upon completion of an employee's first full year of continuous service, four percent (4%) of regular earnings.

- (ii) Upon completion of an employee's fourth (4th) year of continuous service, six percent (6%) of regular earnings.
- (iii) Upon completion of an employee's tenth (10th) year of continuous service, eight percent (8%) of regular earnings.
- (iv) Upon completion of an employee's eighteenth (18th) year of continuous service, ten percent (10%) of regular earnings.

Vacation pay shall be paid on each pay.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*. Sick leave is provided for the sole purpose of providing a salary to an employee during periods of illness or injury.

17.02 Employees shall accumulate entitlement for sick leave at a rate of two (2) days of sick leave for every month of actual service and shall not exceed twenty (20) days in any school year to a maximum of one hundred and fifteen (115) days. Should an employee transfer to a position with a different FTE (move from full-time to part-time or part-time to full-time), he/she shall retain the same number of days of sick leave.

17.03 Employees working less than the regular hours of work stated in Article 13.01 shall be granted sick leave with pay prorated based on full time equivalents.

For example, an Educational Assistant who works 0.50 FTE (of a six-hour day) and is sick for a day will receive three (3) hours paid sick leave and the employee's Sick Leave Bank will be reduced by one (1) day.

17.04 Sick leave shall not continue to accrue while on any leave of absence without pay, or any period of layoff or any period of paid sick leave.

17.05 The Division may require the employee to furnish a certificate from a qualified medical practitioner certifying inability of the employee to attend to his/her regular duties. Where an employee fails to furnish such a certificate upon request he/she shall not be entitled to sick leave for such period.

17.06 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 ("M.P.I.") to the extent that such benefits combined with Division paid sick leave benefits (Article 17.02) 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 M.P.I.;
- (c) whose illness results from the use of drugs, alcohol or other addictions and who has refused or abandoned treatment and care from a qualified medical practitioner or from a recognized program of treatment;
- (d) for elective cosmetic surgery that is not recommended by a qualified medical practitioner.

17.07 The Division will report accumulated sick leave as at June 30th to each employee by September 30th of each year.

17.08 Proof of Illness

- (a) For all absences of more than three (3) consecutive days due to illness, an employee may be required to produce a certificate on a sick leave form acceptable to the Division and completed by a duly qualified medical physician disclosing all relevant and pertinent information. A certificate may be requested for any period less than three (3) days should the Division consider it necessary.
- (b) Medical information provided to the Division shall include the following relevant and pertinent information:
 - (i) Instances of three (3) consecutive days but less than ten (10) consecutive days will address section (1) and (2) below:
 - (ii) Instances of absence of ten (10) consecutive days and longer shall address sections (1) through (5) inclusive:
 - (1) Physician has examined the patient;
 - (2) Patient has or did have a medical condition that required(s) absence from work;

- (3) Patient is receiving and participating in treatment/recovery plan;
 - (4) Anticipated return to work to full duties;
 - (5) 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.
 - (d) The Union recognizes the Division's right to ask for a medical evaluation assessment prior to returning to the workplace where there is reasonable doubt regarding their fitness to return to work.
 - (e) Any fee to be paid to the medical practitioner to complete the certificate or report with respect to the information required for sections (i) and (ii) above, shall be borne by the employee. Any fee to be paid to the medical practitioner to complete the certificate or report with respect to the information required for all sections (1) through (5) above, or to obtain a medical evaluation assessment as referenced in (d) above, shall be borne by the employee up to a limit of \$50.00 per certificate or report and the Division shall bear the cost of such fees per certificate or report where such fees exceed \$50.00.

17.09 Suspected abuse of sick leave will be investigated and may result in disciplinary action up to and including dismissal.

17.10 Appointment Leave

(a) 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.

(b) Family Medical Leave

An employee shall be granted up to four (4) days per year of family medical leave to attend to a medical appointment, illness or injury in the immediate family of the employee, which requires immediate action on behalf of the employee. Immediate family shall include the employee's spouse, parents, and children. This leave shall count against the employee's accumulated sick leave. Leave in excess of the above may be granted at the discretion of the Superintendent in extenuating circumstances which are substantiated to the satisfaction of the Superintendent with salary deduction as determined by the Superintendent.

(c) The employee may be required to provide information to substantiate the request to the satisfaction of the Division.

ARTICLE 18 - LEAVE OF ABSENCE18.01 Leave for Union Business

Leave of absence without a deduction in wages and without loss of seniority shall be granted upon request to the Division Superintendent to employees selected or appointed to represent the Union at Conventions, executive and committee meetings. It is understood that not more than four (4) employees may be absent at any one time. The Union shall reimburse the Division for all wages and benefits.

The Division shall be notified at least ten (10) working days prior to commencement of such leave as to the specific days of leave and which employees are requesting leave

In emergent situations, requests less than ten (10) days may be granted with approval by the Superintendent or designate.

Maximum leave for this purpose in any one year shall not exceed twenty (20) days, overall.

18.02 An employee who is elected or selected for a full-time position with the Union may be granted leave of absence for a period of one (1) year. Upon request, such leave shall be renewed each year during his/her term of office. Such employee shall receive his/her pay and benefits as provided for in this Agreement but the Union shall reimburse the Division the employee's salary plus the cost of fringe benefits.

18.03 Bereavement Leave

- (a) An employee shall be granted up to four (4) regularly scheduled consecutive work days' leave without loss of salary in the case of death in the immediate family, defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepchild, grandchild, grandparent, court appointed ward, court appointed guardian.
- (b) An employee shall be granted up to one (1) regularly scheduled work day's leave of absence without loss of salary to attend to the funeral of an aunt, uncle, niece or nephew.
- (c) Short term absences on compassionate grounds, either with or without loss of pay, may be granted at the discretion of the Superintendent.

18.04 General Leave

The Division may grant a leave of absence without pay to any employee requesting such leave, where such leave is, in the opinion of the Division, for sufficient cause. Such request to be in writing and approved by the Superintendent.

18.05 Jury/Witness Duty

An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Division.

18.06 Leave to Write Examinations

The Division shall grant leave, with pay, to employees writing examinations to upgrade employment qualifications, where in the opinion of the Division, such upgrading will benefit the Division.

18.07 Maternity/Parental/Adoption Leave

- (a) Maternity, Parental and Adoption Leave shall be granted in accordance with the provisions of the *Employment Standards Code*.
- (b) Maternity/Parental/Adoptive Leave shall not constitute a break in employment.

- (c) Employees must give four (4) weeks' notice to request an extension to their Parental Leave/Adoptive Leave beyond what they had initially told the Division that they were taking.

18.08 Personal Leave

An employee is entitled to one (1) day of leave with pay in each school year at a time agreed to by the employee and his/her immediate supervisor. Where possible, requests for leave will be submitted in writing at least five (5) days prior to the leave. Unused Personal Leave may be accumulated from year to year to a maximum accumulation of three (3) days, but with no more than two (2) days being taken consecutively.

ARTICLE 19 - LAYOFF

19.01 Layoffs are defined as a reduction in the workforce.

19.02 Layoff due to Reduction in the Workforce

- (a) Employees shall be laid off in reverse order of seniority within their school provided the remaining employees possess the necessary qualifications, abilities and skills to perform the work, and provided that in doing so it is not deemed by the Division to be detrimental to the student.
- (b) The Employer shall give the employee written notice of the date on which he/she is to be laid off at least thirty (30) calendar days before the date on which he/she is to be laid off or in the absence of such notice, shall grant pay in lieu thereof.
- (c) Notice provisions do not apply to the normal Christmas, Spring or Summer closures.

19.03 Layoff for Summer Break

All employees will be laid off for the summer break on the last day of school unless notified of an earlier date at least thirty (30) days in advance. Failing such notice, pay shall be granted in lieu to the last day of school.

19.04 Employees laid off for a period longer than twelve (12) months or such extension as may have been worked, shall be deemed to be terminated as per Article 11.03.

19.05 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

ARTICLE 20 - RECALL FROM LAYOFF20.01 Recall from Annual Layoff for Summer Break

- (a) Employees shall be notified by June 15th of the Division's intent to recall them for the following school year.
- (b) For annual layoffs, employees shall be recalled in the order of their seniority to a position within their school, provided that the employee possesses the necessary qualifications, abilities and skills to perform the work.
- (c) Employees will be advised in writing of the start date, anticipated end date and hours of work of the position they will be filling in the following school year. Employees placed prior to the end of the current school year will normally receive a recall letter prior to June 15th. Employees will be given as much notice as possible of any changes that may occur subsequent to this assignment.
- (d) Should the employee be recalled to a position between June 30th and September 30th and where the position is 0.20 FTE less or more than the former position, or the position is located at another school more than thirty-five (35) kilometers from their former worksite, the employee may choose to remain on the recall list in accordance with Article 11.03 (f).

However, the employee shall be deemed to be terminated as per Article 11.03 if that employee is recalled and declines a position that is less than thirty-five (35) kilometres or within 0.20 FTE of his/her former position.

20.02 Recall from Layoff due to Reduction in the Workforce

- (a) For layoffs that are not an annual event, an employee receiving lay-off notice will be placed on the recall list. Employees shall be recalled in the order of their seniority, provided that the employee possesses the necessary qualifications, abilities and skills to perform the work. New employees shall not be hired until those laid off have been given an opportunity of recall.
- (b) Employees will be recalled from layoff when there is an increase in the workforce, by a telephone call, e-mail or by registered letter if contact can't be made by telephone or e-mail. Employees so recalled must return to work within ten (10) days of being notified by registered letter. If they do not return to work within ten (10) days of such notification, they shall be deemed to be terminated as per Article 11.03 (e).
- (c) Employees so recalled will be advised in writing of the start date, anticipated end date and hours of work of the position they are recalled to.

ARTICLE 21 - PAYMENT OF WAGES

- 21.01 (a) The Division shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this agreement.
- (b) All employees shall be paid semi-monthly by direct deposit to the Canadian financial institute of the employee's choice.

ARTICLE 22 - JOB CLASSIFICATION

- 22.01 Whenever a new job within the scope of the bargaining certificate is established, the rate of pay shall be subject to negotiations between the Division and the Union.

If the Parties are unable to agree on the rate of pay, such difference shall be submitted to grievance and arbitration. The new rate shall be retroactive to the time the new position was first filled by the employee.

ARTICLE 23 - EMPLOYEE BENEFITS

- 23.01 The Division shall administer several group insurance benefit plans for support staff in the bargaining unit, according to the terms and conditions of the Master Policies of the plans and subject to the limitations set out in this article.

- 23.02 Those employee benefit plans shall include the following:

(a) Group Life Insurance Plan

All employees hired after the effective date of the implementation of the plan in the Division shall be required to participate in a Group Life Insurance Plan, unless granted exclusion by the Trustees of the plan.

The employee shall pay fifty percent (50%) of the premium cost of insurance for two (2) times annual earnings. The employee will pay one hundred percent (100%) of the premium for any insurance more than two (2) times annual earnings. The premiums will be deducted semi-monthly from his/her salary in the amount specified by the plan.

(b) Long Term Disability Insurance (LTD) Plan

All employees shall participate in a salary continuance plan and will be entered automatically in the plan.

The employees shall pay one hundred percent (100%) of the premiums having the premiums deducted semimonthly from his/her salary in the amount specified by the plan.

(c) Group Health Insurance Plan

All employees have an opportunity to participate in an optional health insurance plan.

Current plan text requires that once enrolled, an employee must remain enrolled in the plan as long as employed and may only opt out of the Health Plan if he/she is enrolled in, or becomes enrolled in, an alternate group health insurance plan provided through a spousal plan. Once opted out, an employee may only opt in to the plan because of a life change (death of a spouse, divorce, separation) or when the insurance provider opens the enrolment every two years in even numbered years (2014, 2016, etc.).

The employee shall pay one hundred percent (100%) of the premiums having the premiums deducted from his/her salary in the amount specified by the plan on the last pay of the month except for 10-month employees. 10-month employees will have additional premiums deducted on all pay periods in May and June in order to provide coverage for this benefit during the months of July and August.

(d) The Parties acknowledge and agree that neither the Union nor the Division assumes any responsibility whatsoever with respect to any aspect of the plans outlined in this article.

- 23.03 In all cases, the policies and procedures of the insurance providers shall prevail in plan changes, employee eligibility, enrolment, premium setting, claims administration and termination from the plans. Specific details about the plans will be included in pamphlets and brochures provided by the insurance providers.
- 23.04 The obligation of the Division to administer the plans on behalf of any employee shall cease upon termination of employment with the Division.
- 23.05 The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the plans outlined in 23.02.

ARTICLE 24 - EMPLOYMENT INSURANCE PREMIUM REBATE

- 24.01 Should the Division become eligible for a reduction in the Employment Insurance Premium, under the terms of the *Employment Insurance Act*, the five-twelfth ($\frac{5}{12}$) portion due to the employee shall be remitted following the conclusion of each premium year, to the Union.

ARTICLE 25 - GROUP REGISTERED PENSION PLAN (RPP)

- 25.01 The Division shall participate in the Manitoba School Boards Association (MSBA) Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba, in accordance with the terms and conditions of the Plan, for all employees in the bargaining unit.

ARTICLE 26 - GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- 26.01 The Division will administer a Group RRSP by making the deductions as requested and remitting same to the carrier. The carrier of the plan will be determined by the Division. Participation in the plan is voluntary.
- 26.02 The Union agrees to and does hereby indemnify and save the Division 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 necessary premium deductions as provided in this article.

ARTICLE 27 - INCREMENT RAISES

- 27.01 For the purpose of increments, movement from one increment to another shall occur on the employee's anniversary date.

When an employee changes positions within the bargaining unit, the start date of the new position will become the increment date. The seniority date of the employee within the bargaining unit does not change.

ARTICLE 28 - MILEAGE

- 28.01 Any employee required to drive to a pick-up and drop off site of a student in order to accompany the student on a Prairie Rose School Division bus will be paid mileage at Division rates for additional kilometres incurred by the employee beyond the distance they would normally travel to and from their assigned school.

ARTICLE 29 – DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2018 and shall remain in force until June 30, 2022 and shall thereafter automatically renew itself from year to year, unless either party gives the other written notice, by registered mail, of the desire to revise or terminate this Agreement, on or before the sixtieth (60th) day prior to the termination in the year in which termination or amendment is desired


SIGNING

Dated this 27th day of September, 2021

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 - UNIT A



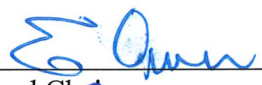
Negotiating Committee



Negotiating Committee

CUPE National Representative

PRAIRIE ROSE SCHOOL DIVISION



Board Chair



Secretary-Treasurer

SCHEDULE "A" - SALARY SCALE

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT A
EDUCATIONAL ASSISTANTS**

	Effective July 1, 2018 – June 30, 2019 - 1.6%			
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Educational Assistants	\$16.07	\$17.23	\$18.32	\$19.44
Interpreter-Tutor (Unqualified)	\$17.87	\$19.00	\$20.10	\$21.22
Interpreter-Tutor	\$21.57	\$22.99	\$24.43	\$25.90

	Effective July 1, 2019-June 30, 2020 - 1.4%			
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Educational Assistants	\$16.29	\$17.47	\$18.58	\$19.71
Interpreter-Tutor (Unqualified)	\$18.12	\$19.27	\$20.38	\$21.52
Interpreter-Tutor	\$21.87	\$23.31	\$24.77	\$26.26

	Effective July 1, 2020 –June 30, 2021 - 0.5%			
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Educational Assistants	\$16.37	\$17.56	\$18.67	\$19.81
Interpreter-Tutor (Unqualified)	\$18.21	\$19.37	\$20.48	\$21.63
Interpreter-Tutor	\$21.98	\$23.43	\$24.89	\$26.36

	Effective July 1, 2021 –June 30, 2022 - + COLA*			
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Educational Assistants	\$16.37	\$17.56	\$18.67	\$19.81
Interpreter-Tutor (Unqualified)	\$18.21	\$19.37	\$20.48	\$21.63
Interpreter-Tutor	\$21.98	\$23.43	\$24.89	\$26.39

**Cost of Living Adjustment (COLA) to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January 2021 to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change for Manitoba is made known, the increase will be applied July 1, 2021*

LETTER OF UNDERSTANDING

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT A
PRAIRIE ROSE EDUCATIONAL ASSISTANTS**

RE: CONTRACTING OUT

The Division agrees that for the period beginning date of signing of this agreement and ending June 30, 2022, no employee shall lose their job as a result of the Division contracting out services.

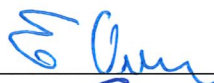
Dated this 27th day of September, 2021

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 - UNIT A

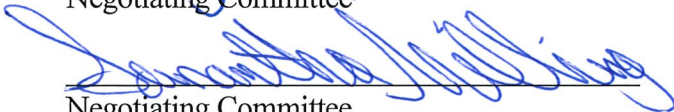
PRAIRIE ROSE SCHOOL DIVISION




Negotiating Committee



Board Chair



Negotiating Committee



Secretary-Treasurer

CUPE National Representative