

Collective Agreement

between

The Louis Riel School Division

and

The Canadian Union of Public Employees
Local 3473
Para-Professionals

Begins:
01/01/2003

Terminates:
06/30/2004

13138 (01)

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THIS AGREEMENT MADE THIS 24 DAY OF August 2003

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

HEREINAFTER CALLED

"THE EMPLOYER"

PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL 3473

HEREINAFTER CALLED

"THE UNION"

PARTY OF THE SECOND PART

PREAMBLE

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

1. To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
2. To recognize the value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services;
3. To encourage efficiency in operations;
4. To promote the morale, well being and security of all employees in the bargaining unit of the Union, and

WHEREAS it is not desirable that methods of bargaining and matters pertaining to working conditions of employees to be drawn up in a Collective Agreement;

WITNESSETH that the parties agree as follows:

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ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 It is expressly understood and agreed that the management and administration of the School Division is vested solely and exclusively in the Employer.
- 1.02 The Division agrees to exercise its management rights and the terms of this Agreement reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3473 as the sole and exclusive collective bargaining agency for all of its employees covered by Certificate No. MLB-4349 issued by the Manitoba Labour Board dated July 13, 1989, and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

In this Agreement, unless the context otherwise requires, the expression “employee” signifies a person who is employed by the **Louis Riel** School Division as provided for in Schedule A of the Agreement. Furthermore, a

- i) “Full-time employee” means **an** employee who regularly works the full prescribed hours of work per week in accordance with Article 10:01, with no end date of employment stated;
- ii) “Part-time employee” means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis in accordance with Article 10.01, with no end date of employment stated;
- iii) “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 for more than six (6) months. However, in the event such a requirement exists, any such extension shall be only by mutual agreement of both parties. If hired for a specific period of time, the time should be longer than 20 working days and must include an end date. If hired until the occurrence of an event, then the event should be identified;

- iv) “Casual employee” means an employee who is employed on an irregular and unscheduled basis. Casual employees usually work for less than 20 continuous working days for the same individual or for an event. If working more than 20 continuous work days, it will be for different individuals or different events;
- v) “Continuous employment” – in order for employment to be continuous the definition of full-time and part-time must be met.

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

No continuous service is recognized for casual employees.

2.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Division. Such representative(s) or advisor(s) shall have access to the Division’s premises in order to communicate with any employee(s) within a given building in the bargaining unit with respect to matters arising out of the Collective Agreement or the Manitoba Labour Relations Act providing prior approval of the Superintendent’s Department is obtained. Such permission shall not be unreasonably withheld.

2.03 Union officers and Committee Members may be entitled to leave their work during working hours in order to carry out their function under this Agreement, including but not limited to the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to be absent from work during normal working hours for such purposes shall be obtained from the immediate supervisor prior to the absence. Such permission shall not be unreasonably withheld. Overtime shall not be paid for any hours worked outside normal working hours to compensate for time spent in the performance of Union duties pursuant to the terms of this Article.

2.04 The Employer agrees to acquaint each new bargaining unit employee with the fact that a Union Agreement is in effect, will provide the employee with information regarding the dues to be deducted and a copy of the Current Collective Agreement.

The Employer and the Union shall share equally the costs of printing the Agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Union and the Division agree that there shall be no discrimination as defined in the Manitoba Human Rights Code.

ARTICLE 4 - UNION SECURITY

- 4.01 Employees in the employ of the Employer on the date of signing this Agreement who are members of the Union and all employees who, after the date of signing this Agreement, enter the service of the Employer and who elect to become members of the Union, shall maintain membership in the Union.
- 4.02 Every bi-weekly pay period the Employer agrees to deduct from the salaries of each and every employee covered by this Agreement, the amount of dues as determined by the Union.
- 4.03 These deductions shall be forwarded to the Secretary-Treasurer of the Union within four (4) weeks accompanied by a list of the names and classifications of those employees from whose salaries the deductions have been made and the amount of such deductions.
- 4.04 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period on which the deductions are to be made.
- 4.05 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions,
- 4.06 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T-4 slips.

ARTICLE 5 - LABOUR/MANAGEMENT COMMITTEE

- 5.01 A Labour/Management Committee will be established consisting of Union and Employer representatives. The Committee will concern itself with matters of mutual concern excluding grievable and negotiable items.

ARTICLE 6 - LABOUR/MANAGEMENT BARGAINING RELATIONS

- 6.01 The Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union plus the Union President or Vice-president. The Union shall be allowed an additional Union member on the Bargaining Committee. However, the provisions of 6.02 below will not apply.
- 6.02 Any representative of the Union on a Joint Committee of Negotiations, Conciliation, Mediation, Grievance, Arbitration or Liaison, who is an employee of the Board, shall have the privilege of attending Joint Committee Meetings with the Board held within working hours without loss of remuneration.
- 6.03 A copy of the minutes of the Board shall be mailed to the President of the Union and the C.U.P.E. Representative.
- 6.04 The Union will supply the Employer with the names of its Officers.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation, or application of the agreement including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:
- 7.02 **Step I**
All grievances shall be submitted to the employee's supervisor within fifteen (15) working days of an alleged incident or within fifteen (15) working days of the employee's knowledge of an alleged incident.
- 7.03 **Step II**
Failing satisfactory settlement within ten (10) working days after the grievance was submitted under Step I, the employee(s) concerned, together with the Union Representative, will submit to the Superintendent/Designate a written statement of the particulars of the complaint and the redress sought. The Superintendent' Designate shall render a written decision within fifteen (15) working days after receipt of such notice.
- 7.04 **Step III**
Failing satisfactory settlement being reached in Step II the Union shall, within ten (10) working days, submit the grievance to the Board of Trustees. Upon request of the Union, a hearing shall be granted. The Board of Trustees shall render a written decision within fifteen (15) working days following the next regularly scheduled Board meeting or within fifteen (15) working days of a hearing, if one is held.

- 7.05 Step IV
Failing satisfactory settlement being reached in Step III the Union may, within ten (10) working days of receipt of the decision at Step III give written notice to the Superintendent's Department of its intention to refer the grievance to arbitration.
- 7.06 In the case of discharge or suspension, Step I of the grievance procedure may be by-passed.
- 7.07 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, Step I of this article may be by-passed.
- 7.08 Time limits fixed in the grievance procedure may be extended by the written consent of both parties.
- 7.09 At any step of the grievance procedure the grievor(s) shall have the right to a representative from the Canadian Union of Public Employees and/or a representative from the Local and/or a Union Steward.

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.
- Within fourteen (14) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. These two arbitrators shall appoint a third person who shall be mutually satisfactory to both parties, to act as chairperson.
- If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within fourteen (14) days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.
- 8.02 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.
- 8.03 Each party shall pay the fees and expenses of its appointee and one-half (1/2) the fees and expenses of the chairperson.
- 8.04 Time limits fixed in the arbitration procedure may be extended by the written consent of both parties.

- 8.05 The arbitration board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 8.06 The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board.
- 8.07 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of the Article relating to an arbitration board shall apply mutatis mutandis to the single arbitrator.

ARTICLE 9 - DISCHARGE/DISCIPLINE

- 9.01 The Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.
- 9.02 **Notice**
An employee shall give fourteen (14) calendar days written notice prior to resignation. The Employer shall provide fourteen (14) calendar days written notice of termination except in circumstances where the employee has abandoned their position or where the employees conduct requires immediate removal from the work place.
- 9.03 **Pay in Lieu of Notice**
The Division may, in lieu of notice of dismissal, pay the employee an amount equal to the wages or salary that she would have earned during the notice period.
- 9.04 An employee shall have the right, upon written request, to review her/his personnel file. The Superintendent/Designate shall be present. Employees shall have the right to initial and date documents on their personnel record.

ARTICLE 10 - HOURS OF WORK

- 10.01 The normal hours of work for each employee covered by this agreement shall be those hours specifically assigned by the Division as follows:

Instructional Assistant "A"	5.5 - 6.5 hrs. per day
Instructional Assistant "B"	5.5 - 6.5 hrs. per day
Teacher Aides	5.5 hrs. per day
Interpreter/Tutor	5.5 - 6.0 hrs. per day
Community Liaison Workers	7.0 hrs. per day
Volunteer Coordinator	5.5 hrs. per day

- 10.02 Employees shall be allowed a fifteen (15) minute rest period both in the morning and the afternoon.
- 10.03 Employees shall be allowed not less than one-half (1/2) hour and not more than one (1) hour unpaid lunch break. The length of the break to be determined according to the needs of each school.

ARTICLE 11 - OVERTIME

- 11.01 All time worked up to seven (7) hours per day shall be paid at straight time rates. All time worked beyond seven (7) hours shall be considered as overtime, if authorized by the employee's immediate supervisor/designate.
- 11.02 Overtime rates shall be as follows:
 - a) On a regular day, time and one-half for the first two (2) hours and double time thereafter.
 - b) On a Saturday and/or Sunday, double time.
 - c) By mutual agreement between the employer and the employee, overtime may be compensated for by the granting of equivalent time off at the overtime rate.
- 11.03 An employee having worked at the request of the employer beyond the normal hours of work up to seven (7) hours may choose to be compensated with regular pay or with mutual agreement of the employer the equivalent time off.

ARTICLE 12 - HOLIDAYS

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

New Year's Day	August Civic Holiday	Canada Day
Victoria Day	Thanksgiving Day	Labour Day
Boxing Day	Good Friday	Christmas Day

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.

- 12.02 In the event that any of the said holidays occur during an employee's annual vacation, the employee shall be allowed an additional day at a time mutually convenient to the Division and the employee.
- 12.03 Employees assigned to schools shall be eligible for pay for Labour Day provided they are on the payroll an aggregate of fifteen (15) calendar days in the month the holiday occurs.

ARTICLE 13 - VACATIONS

- 13.01
 - a) For the purpose of the agreement a vacation year is ~~from~~ July 1st of any year to June 30th of the following year.
 - b) Employees shall receive ~~an~~ annual vacation with pay in accordance with years of service (year of service being defined ~~as~~ per subsection 6 (1) of The Vacations With Pay Act) prior to the commencement of the vacation period as follows:
 - 1 - 3 years: 13 working days
 - After three (3) years: 15 working days
 - After nine (9) years: 20 working days
 - After eighteen (18) years: 25 working days

Employees with less than one (1) year of service since date of hire, shall be paid vacation pay at the rate of 4% of regular salary accrued.

- c) Vacation leave shall be pro-rated for employees completing their 3rd, 9th or 18th year of service during the calendar year and calculated on a similar basis as set out in Article 13.01.

For purposes of the calculation and determination of pro-rata vacation leave under Article 13.01 the following method will apply:

- 1) Any fraction of a day equal to or greater than one half shall be computed as one day;
- 2) Any fraction of a day less than one half shall not be counted.
- d) Employees shall earn vacation credits on a bi-weekly basis as per 13.01 (a), (b), and (c).

- 13.02 Employees working in schools not requiring their services during the winter break and mid term break shall take their vacation credits during those periods. The normal work days excluding general holidays, which may include Christmas Day, Boxing Day, New Year's Day and/or Good Friday shall be counted as vacation days. Any remaining vacation credits may be taken any time during the school year at the discretion of the concerned principal or immediate supervisor or receive vacation pay in lieu of.
- 13.03 Vacation credits will not accumulate during a leave of absence without pay greater than ten (10) consecutive work days.
- 13.04 Where an employee qualifies for sick leave involving hospitalization during her period of vacation, there shall be no deduction from vacation credits for such absence providing proof of hospitalization is given. The payment for the period of vacation so displaced shall be included with the last pay cheque in June.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined as the length of continuous service with the **Louis Riel** School Division calculated on the basis of years of service from the appointment date.
- 14.02 An employee shall lose seniority standing for the following reasons:
- a) the employee resigns;
 - b) the employee is discharged for just cause;
 - c) the employee fails to return to work following an authorized leave of absence or a suspension;
 - d) the employee does not return to work from layoff within ten (10) working days of being notified. Notification will be sent to the last known address. The employee must inform the Personnel Department of his/her current address;
 - e) the employee is laid off for a period in excess of twelve (12) school months.

Seniority shall be maintained and accumulated during:

- a) a paid absence due to illness or accident;
- b) a vacation or paid holiday;

- c) an authorized leave of absence of up to thirty (30) calendar days;
- d) periods of maternity leave as prescribed in the Employment Standards Act not including any extensions.
- e) **Effective the date of signing this collective agreement, periods of parental leave as prescribed in the Employment Standards Act.**

and seniority shall be maintained but not accumulated during:

- a) a lay-off for a period of up to twelve (12) school months;
- b) an authorized leave of absence in excess of thirty (**30**) calendar days.

Seniority provisions of the Agreement do not apply to a person hired on a temporary basis. If an employee goes from temporary to permanent without a break in service, her seniority shall be back dated to include the length of service.

14.03 A ninety (90) working day probationary period shall apply to newly hired employees. The probation period may be extended for a further thirty (30) working days with the mutual agreement of the Union and the Employer. Notwithstanding any other article of this Agreement, the employment of such employees(s) may be terminated at any time during the probationary period without recourse to the grievance procedure.

14.04 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, her present classification **and** place on the salary grid. **An** up-to-date seniority list shall be sent to the Union prior to November 1st of each year. Errors or omissions should be reported to the Superintendent's Department within thirty (30) days.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 When a vacancy occurs or a new position is created, the Employer shall post a notice of the position in the Employer's offices and schools for a minimum period of one (1) week so that all employees will know about the position and be able to make written application therefore.

In the event of a job vacancy bulletin being issued during the summer vacation period (July or August), such notice shall be sent to the last known address of all members of the bargaining unit.

- 15.02
- a) When choosing an applicant for a vacant position, where the necessary skills, qualifications and ability are relatively equal, seniority shall prevail.
 - b) Newly hired employees and employees who are the successful applicants for positions other than their current positions, will be provided with the job description for that position.
 - c) The Personnel Department will provide the President of CUPE Local 3473 with a copy of any letter regarding the promotion, transfer, reclassification or hiring of any person deemed to be in the bargaining unit.

15.03 The successful applicant shall be placed on trial for a period of thirty (30) working days. Conditional on satisfactory service during this trial period, the employee shall be declared permanent after the period of thirty (30) working days.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the new job classification, she shall be returned to her former position without loss of seniority or previous salary.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position without loss of seniority and previous salary.

15.04 Any employee upgraded to a higher classification shall move from his/her rate of salary received from his/her former classification to the next highest rate in his/her new classification.

ARTICLE 16 - LAY-OFF AND RECALL

16.01 It is not the intent of these lay-off and recall procedures to apply to the normal summer period. However, where known, recall dates of ten (10) month employees shall be indicated on the Separation Certificate issued by the Division.

16.02 In the event of lay-off, employees shall be laid off in reverse order of their bargaining unit-wide seniority provided that those persons retained have the necessary skills, qualifications, and ability to perform the duties of those jobs maintained.

- 16.03 Employees shall be recalled in order of their seniority provided that the person recalled has the necessary skills, qualifications and ability to perform the duties of the job.
- 16.04 New employees shall not be hired if there are employees on lay-off with the necessary skills, qualifications and ability to perform the work.
- 16.05 In the event of lay-off, every employee affected shall be given four (4) weeks' notice before the date on which she is to be laid off, and to the extent that such minimum notice is not given; the employee shall receive pay in lieu thereof.
- 16.06 Grievances concerning lay-offs and recalls shall be initiated at Step II of the grievance procedure.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Leave of absence without loss of seniority but without pay shall be granted upon request to the Board by employees elected or appointed to represent the Union at Union conventions or other Union business. Such time shall not exceed an aggregate total of twenty (20) days in any one year to all members of the bargaining unit.

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

17.02 The president of the local shall be granted leave of absence without pay for time spent conducting Union business provided the following conditions are met:

- a) The local requests the leave one (1) week in advance of the time required.
- b) The leave is not greater than five (5) consecutive days.
- c) The total leaves under this clause are not greater than ten (10) working days in any school year.

This leave is in addition to the leave granted under Article 17.01 above.

17.03 An employee may be granted bereavement leave at the discretion of the Board or Board designate, and without loss of pay.

17.04 Maternity leave will be granted in accordance with The Employment Standards **Code**.

- 17.05 Parental Leave will be granted in accordance with Employment Standards Code.
- 17.06 When an employee is summoned for jury duty or receives a summons or a subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, the employee shall be granted a leave of absence with pay for the required period of absence. All jury or witness fees received by the employee shall be remitted to the Division.
- 17.07 The Superintendent's Department may grant a leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause.
- 17.08 The Superintendent's Department shall grant time off with pay to a maximum of one-half (1/2) day per examination to upgrade an employee's job related skills.

ARTICLE 18 - SICK LEAVE

- 18.01 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.
- 18.02 The sick leave to which a full-time employee is entitled shall accumulate:
- a) At the rate of one (1) day for each ten (10) days of actual work to a maximum of twenty-one (21) days per year.
 - b) Permanent part-time employees shall be entitled to sick leave on a pro-rated basis.
- 18.03 Accumulated sick leave shall continue to be accrued to a maximum of one hundred (100) days.
- 18.04 The Division may require an employee, who claims that he/she has been absent due to illness to furnish a medical certificate from a duly qualified medical practitioner, certifying that the employee was unable to be at work and perform his/her regular duties due to illness.
- 18.05 The Division may require an employee to attend a medical examination by a Division appointed medical practitioner, if the Division feels that the health of the employee is conflicting with his/her ability to perform the required duties of his/her position.

- 18.06 The cost of any certificate or examination referred to in 18.04 and 18.05 will be paid by the Division.
- 18.07 Employees shall notify or call someone on his/her behalf to notify the designated Administrator if he/she is unable to report to work through illness. Employees shall attempt to provide notice at least two (2) hours prior to the commencement of their duties. Employees will not be required to arrange for a substitute.

ARTICLE 19 - PAYMENT OF WAGES

- 19.01 The Employer shall pay salaries on a bi-weekly basis in accordance with Schedule A.
- 19.02 All regular part-time employees shall receive any applicable benefits in accordance with the benefits plans.
- 19.03 Present working conditions, benefits, and privileges which employees now enjoy shall continue to be enjoyed or possessed insofar **as** they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.
- 19.04 **Employees shall move to the next highest step on the salary scale on the first day of the pay period in which the accumulated hours of work with the Division change to the next level of cumulative hours on the salary scale.**
- 19.05 When **an** employee is appointed by the Employer to relieve another employee in a higher classification/wage rate, as per Schedule A, in excess of five (5) consecutive working days, she shall receive the higher rate of pay for all hours worked providing she is performing the principle duties of the higher classification. No posting shall be required in such cases.
- 19.06 When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his/her rate shall not be reduced.

ARTICLE 20 - EMPLOYEE BENEFITS

- 20.01 Pension Plan
The Division will administer the M.A.S.T. Pension Plan for non-teaching employees of Public School Boards according to the terms and conditions of said Plan.

- 20.02 Group Life Insurance
The Division will provide group life insurance, with \$30,000 of insurance cost shared equally between the Board and the employee. The premium for any additional coverage will be at the employee's cost. This is provided on the basis that it is compulsory for all employees.

ARTICLE 21 - JOB DESCRIPTIONS

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

ARTICLE 22 - TERM OF AGREEMENT

- 22.01 This agreement shall take effect and be binding upon the parties from the 1st day of January, **2003** to the **30th day of June, 2004** and thereafter until revised or terminated as hereinafter provided.
- 22.02 Changes to Agreement
Any changes deemed necessary in this Agreement may be made by mutual agreement of both parties during the existence of this Agreement.
- 22.03 Notice of Renewal
Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to termination date, submit a copy of the proposed changes to the other party.
- 22.04 Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Agreement.

ARTICLE 23 -INTERPRETATION

- 23.01 Where the singular and feminine are used in this Agreement, the same shall be construed as meaning the plural, or the masculine or the neuter where the context so admits or requires **and** the converse shall hold as applicable.

SALARY SCHEDULE

PARA-PROFESSIONAL CUPE Local 3473

Effective January 1, 2003

HOURLY RATE OF PAY Based on Cumulative# of Hours

JOB TITLE	0-1000	1001-2000 or over	2001-3000 or over	over 3000
Teacher Aide	11.19	11.86	12.05	
Volunteer Coordinator	13.47	14.00		
Instructional Assistant "A"	13.47	14.00	14.20	
Instructional Assistant "B"	13.72	14.41	15.13	15.36
Community Liaison Worker & Interpreter Tutor	16.99	18.89	20.46	

SALARY SCHEDULE


PARA-PROFESSIONAL CUPE Local 3473

Effective January 1, 2004

JOB TITLE	HOURLY RATE OF PAY				
	Based on Cumulative # of Hours				
	0-1000	1001-2000	2001-3000	3001-4000	over 4000
Teacher Aide	11.96	12.56	12.89	13.24	
Volunteer Coordinator	13.77	14.32	14.65		
Instructional Assistant "A"	13.77	14.32	14.65	15.02	
Instructional Assistant "B"	14.14	14.75	15.45	15.83	16.20
Community Liaison Worker & Interpreter Tutor	17.50	19.46	21.07		

Signed on behalf of:

THE LOUIS RIEL SCHOOL DIVISION NO. 6



CHAIRPERSON



SECRETARY-TREASURER


THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3473



MEMBER NEGOTIATION COMMITTEE



MEMBER NEGOTIATION COMMITTEE



C.U.P.E. REPRESENTATIVE

DATED THIS 7th DAY OF August 2003, AT WINNIPEG, MANITOBA

LETTER OF UNDERSTANDING
between

**The Louis Riel School on Para-Professional Staff
The Canadian Union of Public Employees
Local 3473**

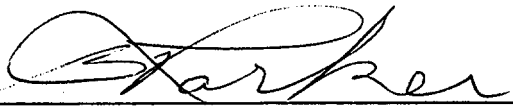
and

The Louis Riel School Division

Re: Development of Employee Information Manual

The Employer and the Union agree to the formation of a joint committee, which shall develop an employee information manual which shall include, among other things, the maternity and parental benefits available to employees.

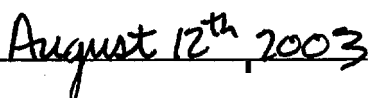
FOR:
THE LOUIS RIEL SCHOOL DIVISION



Chairperson



Secretary Treasurer

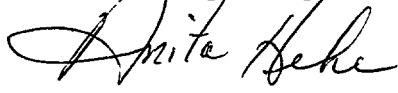



Date

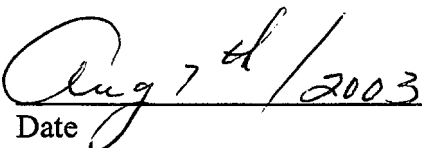
FOR:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3473



Member, Negotiating Committee

Member, Negotiating Committee



Date

LETTER OF UNDERSTANDING
between

The Louis Riel School Division Para-Professional Staff
The Canadian Union of Public Employees Local 3473
And

The Louis Riel School Division

Re: Position Security

The above parties agree that following the point when an employee's sick leave is exhausted; the procedures for the Employer and the status of the employee are as follows:


1. For the period of six (6) calendar months from the day sick leave is exhausted, an employee shall have rights to his/her position and shall maintain and accumulate seniority.
2. For the twenty-four (24) calendar month period following #1 above, the employee shall be placed in the position occupied by the most junior employee in their classification.
3. During the above period, upon request of the Employer, the employee must provide periodic medical reports from the doctor regarding his/her expected date of return.
4. During the period in #1 above, if the Employer requires the position to be filled, it will do so with temporary staff or reassignment of existing staff.
5. Following the period of time provided in #1, and #2, above, the employee shall maintain but not accumulated seniority and if medically fit to return to work shall be given preference for any vacancy he/she is qualified and able to do.
6. Following the initial six (6) month period as defined in #1 above, if the Employer requires the position to be filled on a permanent basis, it will be posted in accordance with Article 8.01 of the Collective Agreement.
7. This Letter of Understanding does not pertain to seven (7) current employees who are, as of the date of signing this agreement, on long-term disability until they return to work or leave the employ of the Division. If, and when any of the aforementioned employees return to active employment, they will be placed in the same position held prior to leave, if available, or a similar position in the same classification.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

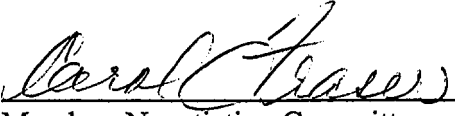
Dated this 7th day of August, 2003.

LOUIS FUEL SCHOOL DIVISION

THE **CANADIAN** UNION OF PUBLIC EMPLOYEES, LOCAL 3473



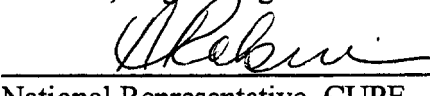
Chairperson



Member, Negotiating Committee



Secretary Treasurer



National Representative, CUPE

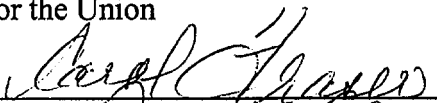
LETTER OF UNDERSTANDING
between

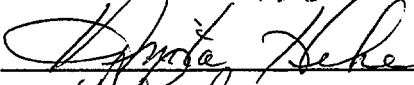
The Louis Riel School Division Paraprofessionnal Staff
The Canadian Union of Public Employees
Local3473
and
The Louis Riel School Division
Re: Pension Plan Consultation


1. The Division and CUPE Local 3473 agree to undertake discussions regarding the differences between MAST and MEBB pension plans recognizing plan members need comprehensive and accurate information to make informed decisions.
2. The parties agree that at the local level the process shall contain distinct phases and time lines as follows:
 - a. "Discovery phase" - consisting of the sharing of relevant data presented to/by the parties. Such phase shall be completed no later than three (3) months following date of ratification.
 - b. "Rebuttal phase" - whereby the parties have the opportunity to analyze, review and clarify the information presented in 2(a) above. Such phase shall be completed no later than three (3) months following a) above.
 - c. "Discussion phase" - whereby the parties agree to meet regularly and attempt to resolve the matters after the completion of the rebuttal phase. Such phase shall be completed by three (3) months following b) above.
3. Furthermore, the parties agree to participate in any future provincial discussion on this matter.
4. This Letter of Understanding shall be attached to and form part of this Collective Agreement. However, the parties recognize that this Letter of Understanding shall expire on December 31, 2003 unless renewed between the parties in writing prior to its expiry.

Dated this 7th day of August, 2003

For the Union







For the Board

