

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE LOUIS RIEL SCHOOL DIVISION**

**AND**

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

**EDUCATIONAL ASSISTANTS**

**JULY 1, 2012 TO JUNE 30, 2015**



DIVISION SCOLAIRE  
**LOUIS RIEL**  
SCHOOL DIVISION



**13138 (05)**

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**THIS AGREEMENT MADE THIS   10th   DAY OF   May   2013**

**BETWEEN:**

**THE LOUIS RIEL SCHOOL DIVISION  
HEREINAFTER CALLED  
"THE EMPLOYER"  
PARTY OF THE FIRST PART**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS 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 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:

## **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 Employer 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-6208 issued by the Manitoba Labour Board dated September 15, 2004, 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

- (a) "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;
- (b) "Part-time employee" means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis in accordance with Article 10.01, with no end date of employment stated;
- (c) "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;

In the event that an extension is required, the extension shall be only by mutual agreement of both parties. However, the six (6) month time limit shall not apply to replacement employees hired for maternity or parenting leaves. 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:

- (i) The temporary Educational Assistant shall be paid according to the appropriate salary classification.

- (ii) If it is known that the term will exceed twenty (20) working days, the temporary Educational Assistant shall be entitled to all of the rights and privileges under the collective agreement, with the exception that they shall be deemed to be a probationary Educational Assistant for the entire period and shall acquire seniority under the provisions of the agreement.
  - (iii) A temporary Educational Assistant who becomes a permanent Educational Assistant without a break in service shall have her date of hire and her seniority established as of her last date of hire as a temporary Educational Assistant. **July and August shall not constitute a break in service.**
  - (iv) Permanent Educational Assistants will be allowed to bid on term positions to increase their part-time hours of work up to a maximum of 7 hours per day provided that the term position does not interfere with the Educational Assistant's permanent position.
- (d) "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 or for a program. If working for more than 20 continuous working days, it will be for different individuals, different events or different programs. A casual employee is not covered by this agreement.
- (e) "Continuous employment" - in order for employment to be continuous the definition of full-time and part-time must be met.

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

No continuous service is recognized for casual employees.

2.02 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 Employer. Such representative(s) or advisor(s) shall have access to the Employer'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, **and the leave shall be paid by the Division.** 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 and will provide the employee with information regarding the dues to be deducted **and will post the CUPE Local 3473 Collective Agreement, and the link to the CUPE Local 3473 website on the LRSD staff portal.**

### **ARTICLE 3 - NO DISCRIMINATION**

3.01 The Union and the Employer 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. The Employer agrees to maintain a direct deposit payment system for the payment of wages of Educational Assistants.

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 that 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.
- 4.07 **The Division shall provide to the Union President a membership list which shall include name, address, phone numbers, school location, hours, assignment code, and assignment date, on or about October 31<sup>st</sup> of each year.**

#### **ARTICLE 5 - LABOUR MANAGEMENT COMMITTEE**

- 5.01 A Labour/Management Committee will be established consisting of three representatives of the Union and three representatives of the Employer. The Committee will concern itself with matters of mutual concern excluding grievable and negotiable items. Either party may request a meeting under this Article.

#### **ARTICLE 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 **Division** held within working hours without loss of remuneration.
- 6.03 A copy of the minutes of the **Labour/Management meeting** shall be mailed to the President of the Union and the CUPE 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. Any meetings held within working hours shall be without loss of remuneration **paid by the Division.**

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

9.03 Pay in Lieu of Notice

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

9.04 An employee shall have the right, upon request, to review her 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 Employer as follows:

5.5 – 7.0 hours per day

Educational Assistant

Educational Assistant (Special Needs, Special Education or Divisional Programs)

Teacher Aide

Family Centre Assistant

Interpreter/Tutor

Community Liaison Worker

Outreach Support Worker - ISSP

Child Development Lab **Support Worker**

Bistro **Support Worker**

International Student Program Support Worker

International Student Program Home Stay Support Worker

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 (½) hour and not more than one (1) hour unpaid lunch break. The length of the break is to be determined according to the needs of each school.

10.04 Educational Assistants will normally work the “School Year” as designated by the Minister of Education and the Employer, and as set out in the regulations to the Public Schools Act. This shall include ten (10) paid professional days to be used for in-service and administration days except where the Employer determines the Educational Assistant’s attendance is not required.

10.05 Where an Educational Assistant is required to work in excess of the period specified in Article 10.01, and the Educational Assistant is not notified of such requirement prior to **June 30** of that year, such work shall be on a voluntary basis at straight time.

**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 Educational Assistants who take part in field trips as Educational Assistants of the Division shall, where possible, work a straight shift not to exceed twelve (12) hours in duration, and all hours worked in excess of the Educational Assistant's normal hours per day will be paid as provided in Articles 11.01 and 11.02.
- 11.04 An Educational Assistant, subject to the approval of the Superintendent/Designate, may accumulate time in excess of her normal scheduled hours. This accumulated time may be taken as compensating time off at a time mutually agreed upon in writing between the Educational Assistant and her principal. If a mutually acceptable time cannot be agreed upon, the Educational Assistant shall be paid for her accumulated time at her current rate by May 30<sup>th</sup> of the current school year.
- 11.05 An Educational Assistant who is resigning or who is being laid off, shall be paid for all accumulated time not taken at her current rate of pay.

**ARTICLE 12 - HOLIDAYS**

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

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

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

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

- 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 Employer 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.
- 12.04 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.

### **ARTICLE 13 - VACATIONS**

- 13.01 a) For the purpose of the agreement a vacation year is from July 1 of any year to June 30 of the following year.
- b) Employees shall receive an annual vacation with pay in accordance with Years of service (year of service being defined as per *The Employment Standards Code*) 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
<b>After fifteen (15) years</b>	<b>25 working days</b>

**(Effective September 2013)**

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 3<sup>rd</sup>, 9<sup>th</sup> or 15<sup>th</sup> year of service during the calendar year and calculated on a similar basis as set out in Article 13.01. **(Effective September 2013)**
- d) Employees shall earn vacation credits on a bi-weekly basis as per 13.01 a), b), and c).
- e) **For the purposes of vacation accrual, ten (10) months shall be considered as a year's service, for ten (10) month employees.**

- 13.02 Employees working in schools not requiring their services during the winter break and spring 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. The payment for the period of vacation so displaced shall be included with the last pay cheque in May.
- 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 **or bereavement leave** during her period of vacation, there shall be no deduction from vacation credits for such absence providing proof of hospitalization or **bereavement leave** is given. The payment for the period of vacation so displaced shall be included with the last pay cheque in May.

#### **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 in the bargaining unit.
- 14.02 I) An employee shall lose seniority standing for the following reasons:
- a) the employee resigns **in writing**;
  - 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 Human Resources Department of her current address;
  - e) the employee is laid off for a period in excess of twelve (12) school months.
- II) Seniority shall be maintained and accumulated during:
- a) a paid absence due to illness, accident or **WCB**;
  - b) a vacation or paid holiday;
  - c) an authorized leave of absence of up to thirty (30) calendar days;

- d) periods of maternity/parental leave as prescribed in the *Employment Standards Act*.

III) Seniority shall be maintained but not accumulate 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 this 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 backdated 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, **including name, and location**. An up-to-date seniority list shall be sent to the Union prior to November 1<sup>st</sup> of each year **and shall be posted on the Staff Portal shortly thereafter**. Errors or omissions should be reported to the Superintendent's Department within thirty (30) days.

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

#### **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), postings will go up in the Division office and will be posted on the Division's website, with written notice to the Union.

- 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 position, will be provided with the job description for that position.

c) The Human Resources Department will provide the President of CUPE Local 3473 with a copy of any letter regarding the promotion, transfer, re-classification 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 within the first ten (10) working days in the position, she shall be returned to her former position without loss of seniority or previous salary.

If an employee has worked in the position for more than ten (10) working days but less than thirty (30) working days, the Division will consider the employee's request to return to their former position for bona fide reasons. Decisions to grant such requests shall be at the discretion of the Division, but shall not be unreasonably withheld.

Any other employee promoted or transferred because of the rearrangement 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 her rate of salary received from her former classification to the next highest rate in her new classification.

15.05 Where the Employer requires an increase of less than three (3) hours per day in the time allotted to an existing Educational Assistant's position, the Employer shall offer the hours to the Educational Assistants within the school in order of seniority provided the Educational Assistant is capable of performing the tasks associated with the additional hours.

15.06 Where a new position coming within the scope of this agreement is created the Employer will advise the Union of the nature of the position and the wage or salary rate. In the event that the Union disagrees with the said rate, the rate shall be negotiated between the Employer and the Union. In the event that the parties are unable to agree, an arbitrator will be called upon.

15.07 Such job posting shall contain but not be limited to the following information: Nature of position, wage or salary rate or range, hours of work and closing date for applications.



## **ARTICLE 16 - LAYOFFS 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 Employer.
- 16.02 In the event of lay-off, employees shall be laid off in reverse order of their seniority provided that those persons retained have the necessary skills, qualifications, and ability to perform the duties of those jobs maintained.
- a) In order to minimize the potentially disruptive nature of an Educational Assistant lay-off during the school year, an Educational Assistant who has received a lay-off notice during the school year may elect to:
    - i) Accept the lay-off and be recalled under the terms of the Collective Agreement or;
    - ii) Displace the most junior permanent Educational Assistant in the Division.
  - b) Where there are Educational Assistants who are on lay-off or who are laid off at the end of June, and there will not be sufficient positions in September for them all to be recalled, then the Employer will lay-off a sufficient number of the most junior Educational Assistants so as to enable the more senior Educational Assistants to be recalled in September.
  - c) Educational Assistants who receive a lay-off notice must declare their intention to displace a junior Educational Assistant within the first five (5) working days of receipt of the lay-off notice. It is agreed between the parties that failure to do so will mean that the Educational Assistant accepts lay-off at the end of the notice period.
- 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.
- 16.07 Notwithstanding the provisions of Article 15.01, an Educational Assistant who normally works twenty-seven and one-half (27 ½) or more hours per week, and whose hours of work have been unilaterally reduced during the school year, shall, at the Educational Assistant's option, be deemed to have been laid off. An Educational Assistant accepting a position having fewer hours than their normal working day will be given primary consideration upon application when new positions become available having comparable hours.
- 16.08 All Educational Assistants laid off shall be placed on a recall list, with copy furnished to the Union, and shall be called back to work as required beginning with the most senior Educational Assistant and descending from there.
- 16.09 No Educational Assistant shall be permitted to have her name remain on the recall list in excess of twelve (12) school months following the month in which the layoff occurred.

## **ARTICLE 17 - LEAVE OF ABSENCE**

### **Union Leave**

- 17.01 Leave of absence without loss of seniority but without pay shall be granted upon request to the Superintendent and/or designate by employees elected or appointed to represent the Union at Union conventions or other Union business. 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 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 **In addition to the leave in article 17.01, the President of the Union shall be granted, upon request of the Union by April 1 to the Superintendent, a half-time leave of absence of current position for the upcoming school year, to attend to CUPE 3473 business. There will be no loss of benefits and the Union will reimburse the Division for the wages, benefits and other costs related to the President's leave of absence. Should there be a change to the President of the Union during the school year, one month's notice shall be provided by the Union to the Superintendent indicating the return of the previous President, and one month's notice shall be required should the new President require a half-time leave of absence, as outlined above, for the remaining school year.**

**An Educational Assistant will retain all of her seniority rights during her absence on a leave granted pursuant to this Article. On return, the Educational Assistant shall be placed in her former or comparable position with not less than the same wages and benefits.**

***One time notification for the 2013-2014 school year shall be accepted up to, but no later than June 1, 2013.***

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

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

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

17.04 Bereavement Leave

I) For bereavement leave, the full salary of the employee will be paid during the absence as follows:

- |   |        |
|---|--------|
| 1. Death of a spouse or common law spouse<br>or same gender partner | 5 days |
| 2. Death of a child or grandchild                                   | 5 days |
| 3. Death of an immediate family member<br>living in the household   | 5 days |
| 4. Death of a parent or parent-in-law                               | 5 days |
| 5. Death of a grandparent   | 2 days |
| 6. Death of a brother, sister                                       | 3 days |
| 7. Death of a brother-in-law or sister-in-law                       | 2 days |

II) Where travel is necessary in attending to a bereavement, the Superintendent may grant additional time. Application for such an extension should be made to the Superintendent's Office.

III) For the purpose of this clause:

Where an employee established that he/she has been residing with a person of the same or opposite gender and has lived with that person in a marriage-like relationship for a least twelve (12) months and has publicly represented that person as her spouse, that person shall be deemed to be the same gender partner, or common-law spouse of that employee.

17.05 Maternity Leave

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

- 1) submits to the Employer an application in writing for leave under this Section at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- 2) provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 3) is entitled to and shall be granted maternity leave without pay consisting of a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause (2) or; a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause (2) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- 4) Additional leave of absence without pay, for a combined period of up to one (1) year, may be granted by the Employer.
- 5) An Educational Assistant who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages or benefits.

17.06 Parental Leave

Every Educational Assistant who:

- 1) has completed seven (7) consecutive months of employment for or with the Employer; and

- 2)
  - a) in the case of a female Educational Assistant, becomes the natural mother of a child; or
  - b) in the case of a male Educational Assistant, becomes the natural father of a child or assumes actual care and custody of his newborn child; or
  - c) adopts a child under the law of the Province; and
- 3) who submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the Educational Assistant intends to commence the leave,

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

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

17.07 Jury Leave

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

17.08 General Leave

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.

17.09 Leave for Writing Exams

Upon application, the Superintendent/Designate may 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 **Sick leave credits, which will provide leave of absence, with pay, shall be accumulated at a rate of one (1) day per bi-weekly pay period. The maximum sick leave credits shall not exceed one hundred twenty-four (124) days. No Employee will be entitled to sick leave or accrual of sick leave for any period while employed elsewhere for wage or profit or on a leave of absence without pay.**
- 18.03 The Employer 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 her regular duties due to illness.
- 18.04 The Employer reserves the right to require an Educational Assistant to submit to a medical examination if the Employer believes that the health of an Educational Assistant is conflicting with her ability to perform the required duties of that position.
- 18.05 The cost of any certificate or examination referred to in 18.04 and 18.05 will be paid by the Employer.
- 18.06 Employees shall notify or call someone on 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.
- 18.07 **Sick pay shall not be payable if an Employee:**  
**1) Is ill resulting from the use of drugs or alcohol and who is not receiving continued treatment from a licensed physician for their usage of drugs or alcohol;**  
**2) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving benefits under a provincial insurance plan;**  
**3) is absent from work because of plastic surgery performed solely for cosmetic purposes not attributable to an illness or injury.**

## **ARTICLE 19 - PAYMENT OF WAGES**

- 19.01 The Employer shall pay salaries on a bi-weekly basis in accordance with Schedule A. At the end of each pay period the Employer will provide each Educational Assistant with a breakdown of her earnings, indicating the Educational Assistant's regular hourly rate(s), the number of hours worked, and other adjustments during that pay period.
- 19.02 All regular part-time employees shall receive any applicable benefits in accordance with the benefits plans.

- 19.03 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 Employer change to the next level of cumulative hours on the salary scale.
- 19.04 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.
- 19.05 When an employee is temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, her rate shall not be reduced.

## **ARTICLE 20 - EMPLOYEE BENEFITS**

### 20.01 Pension Plan

The Employer will administer the **MSBA**. Pension Plan for non-teaching employees of the Public School Boards according to the terms and conditions of said Plan.

### 20.02 Group Life Insurance

- 1) The Employer will administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
- 2) Unless otherwise excluded, the Employee's share of annual premiums shall be deducted in equal amounts monthly from salary cheques, for all participants in the plans.
- 3) All Employees coming on staff after the effective date of the implementation of the plans in the Division shall be required to participate in the plan unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.
- 4) The premiums for basic life insurance coverage shall be paid equally by the Employer and the employees.

### 20.03 Car Allowance/Mileage

**Employees who are required to supply their own transportation in the performance of their duties shall, upon receipt of proper documentation, be paid mileage allowance as stipulated in the Board's Policy for such purpose.**

## **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**

- 22.01 This agreement shall take effect and be binding upon the parties from **July 1, 2012 to June 30, 2015**, until revised or terminated as hereinafter provided. During the period of negotiations for a revised or new contract, this Agreement shall remain in full force.
- 22.02 Any changes deemed necessary in this Agreement may be made by mutual agreement of both parties during the existence of this Agreement.
- 22.03 If either party desires to revise or terminate this Agreement on the 30<sup>th</sup> day of June, **2015**, it will give the other Party not more than ninety (90) days notice, in writing, prior to the expiry date of this Agreement.
- 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.
- 22.05 No part of this Agreement, or a renewed or revised Agreement, shall have a retroactive effect unless specifically so provided.
- 22.06 The Union will notify the Employer at least ten (10) working days prior to any job action or strike.

## **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.

## **ARTICLE 24 - EMPLOYMENT INSURANCE REBATES**

- 24.01 The full amount of the Educational Assistant's 5/12's share of the Employment Insurance Commission rebate provided to the Employer pursuant to the provisions of *The Employment Insurance Act* shall be forwarded to Union by March 15<sup>th</sup>.



**Salary Schedule A  
Educational Assistants CUPE Local 3473**

		<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
		<b>July 1, 2012</b>	<b>July 1, 2013</b>	<b>July 1, 2014</b>
<b>Educational Assistant 1 Payband</b>	<b>Step</b>			
Bistro <b>Support Worker</b>	0 - 1000 hours	22.51	22.96	23.42
Child Development Lab <b>Support Worker</b>	1001 - 2000 hours	24.02	24.50	24.99
Community Liaison Worker	2001 - 3000 hours	25.55	26.06	26.58
International Student Program Home Stay Support Worker	over 3000 hours	27.08	27.62	28.17
International Student Program Support Worker				
Interpreter Tutor				
Outreach Support Worker - ISSP				
<b>Educational Assistant 2 Payband</b>	<b>Step</b>			
Educational Assistant - Special Needs, Special Education or Divisional Programs	0 - 1000 hours	19.83	20.23	20.63
Family Centre Assistant	1001 - 2000 hours	20.87	21.29	21.72
	2001 - 3000 hours	21.93	22.37	22.82
	over 3000 hours	22.99	23.45	23.92
<b>Educational Assistant 3 Payband</b>	<b>Step</b>			
Educational Assistant	0 - 1000 hours	18.72	19.09	19.47
	1001 - 2000 hours	19.82	20.22	20.62
	2001 - 3000 hours	20.91	21.33	21.76
	over 3000 hours	22.01	22.45	22.90
<b>Educational Assistant 4 Payband</b>	<b>Step</b>			
Teacher Aide	0 - 1000 hours	17.38	17.73	18.08
	1001 - 2000 hours	18.42	18.79	19.17
	2001 - 3000 hours	19.47	19.86	20.26
	over 3000 hours	20.53	20.94	21.36

**Signed on behalf of:**

**THE LOUIS RIEL SCHOOL DIVISION**

Signed by Hugh Coburn

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Chairperson

Signed by Colleen Mayer

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Chair of Negotiating Committee

Signed by Brad Fulton

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Secretary-Treasurer

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

Signed by Sharon Sapoznik

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Member, CUPE 3473 Negotiation Committee

Signed by Karen Gelley

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Member, CUPE 3473 Negotiation Committee

Signed by Wally Skomoroh

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CUPE Regional Representative

Dated this \_\_\_10\_\_\_ Day of \_\_\_May\_\_\_\_\_, 2013, at Winnipeg, Manitoba.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE LOUIS RIEL SCHOOL DIVISION  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3473**

**RE: POSITION SECURITY FOR EMPLOYEES OFF ON EXTENDED SICK LEAVE**

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 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 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 accumulate 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 15 of the Collective Agreement.

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

Dated this \_\_\_\_\_ 10 \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2013.

Signed by Hugh Coburn \_\_\_\_\_  
Chairperson

Signed by Sharon Sapoznik \_\_\_\_\_  
Member, Negotiating Committee

Signed by Brad Fulton \_\_\_\_\_  
Secretary-Treasurer

Signed by Wally Skomoroh \_\_\_\_\_  
National Representative, CUPE

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE LOUIS RIEL SCHOOL DIVISION  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3473**

**RE: SICK HOURS AND VACATION ACCRUAL INFORMATION ON PAY STUBS**

The parties agree that, when technologically feasible, the Employer will provide sick **hours** and vacation accrual information on pay stubs of employees.

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

Dated this \_\_\_\_\_ 10 \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2013.

Signed by Hugh Coburn \_\_\_\_\_  
Chairperson

Signed by Sharon Sapoznik \_\_\_\_\_  
Member, Negotiating Committee

Signed by Brad Fulton \_\_\_\_\_  
Secretary-Treasurer

Signed by Wally Skomoroh \_\_\_\_\_  
National Representative, CUPE

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE LOUIS RIEL SCHOOL DIVISION  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3473**

**RE: CASUAL BUS/LUNCH SUPERVISION**

The above parties agree to undertake further discussions regarding the issue of Casual Bus/Lunch Supervision for Educational Assistants during the length of this agreement.

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

DATED this \_\_\_\_\_ 10 \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2013.

Signed by Hugh Coburn \_\_\_\_\_  
Chairperson

Signed by Sharon Sapoznik \_\_\_\_\_  
Member, Negotiating Committee

Signed by Brad Fulton \_\_\_\_\_  
Secretary-Treasurer

Signed by Wally Skomoroh \_\_\_\_\_  
National Representative, CUPE

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE LOUIS RIEL SCHOOL DIVISION  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3473**

**RE: PENSION PLAN CONSULTATION**

Louis Riel School Division and CUPE Local 3473 agree to undertake discussions regarding the differences between the MSBA and MEBP Pension Plans within the duration of this Collective Agreement.

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

DATED this \_\_\_\_\_ 10 \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2013.

Signed by Hugh Coburn \_\_\_\_\_  
Chairperson

Signed by Sharon Sapoznik \_\_\_\_\_  
Member, Negotiating Committee

Signed by Brad Fulton \_\_\_\_\_  
Secretary-Treasurer

Signed by Wally Skomoroh \_\_\_\_\_  
National Representative, CUPE

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE LOUIS RIEL SCHOOL DIVISION  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3473**

**RE: Blue Cross Extended Health Plan**

The above parties agree to undertake further discussions on how the Blue Cross Extended Health Plan shall be administered to include possible benefits package, including dental and vision care.

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

DATED this \_\_\_\_\_ 10th \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2013.

Signed by Hugh Coburn \_\_\_\_\_  
Chairperson

Signed by Sharon Sapoznik \_\_\_\_\_  
Member, Negotiating Committee

Signed by Brad Fulton \_\_\_\_\_  
Secretary-Treasurer

Signed by Wally Skomoroh \_\_\_\_\_  
National Representative, CUPE