

COLLECTIVE AGREEMENT

BETWEEN

THE LOUIS RIEL SCHOOL DIVISION

AND

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

EDUCATIONAL ASSISTANTS

JULY 1, 2015 TO JUNE 30, 2019



13138 (06)

**COLLECTIVE AGREEMENT
Louis Riel School Division and CUPE 3473 Educational Assistants**

Table of Contents

Article	Title	Page(s)
1	Management Rights	1
2	Recognition and Negotiations	1 - 3
3	No Discrimination	3
4	Union Security	3 - 4
5	Labour Management Committee	4
6	Labour/Management Bargaining Relations	4
7	Grievance Procedure	4 - 5
8	Arbitration Procedure	5 - 6
9	Discharge/Discipline	6
10	Hours Of Work	7
11	Overtime	8
12	Holidays	8 - 9
13	Vacations	9 - 10
14	Seniority	10 - 11
15	Promotions and Staff Changes	11 - 12
16	Layoffs and Recall	12 - 14
17.01-17.03	Leave of Absence	14 - 15
17.04	Bereavement Leave	15
17.05	Maternity Leave	15 - 16
17.06	Parental Leave	16
17.07	Jury Leave	16
17.08	General Leave	17
17.09	Leave for Writing Exams	17
18	Sick Leave	17 - 18
19	Payment of Wages	18 - 19
20	Employee Benefits	19
21	Job Descriptions	19
22	Term (of Agreement)	20
23	Interpretation	20
24	Employment Insurance Rebates	20
	Salary Schedule A	21
	Signature Sheet	22
LOU	Position Security for Employees off on Extended Sick Leave	23
LOU	Sick Hours and Vacation Accrual Information on Pay Stubs	24
LOU	Pension Plan Consultation	25

Contents by Article Title

Article	Title	Page(s)
8	Arbitration Procedure	5 - 6
17.04	Bereavement Leave	15
9	Discharge/Discipline	6
20	Employee Benefits	19
24	Employment Insurance Rebates	20
17.08	General Leave	17
7	Grievance Procedure	4 - 5
12	Holidays	8 - 9
10	Hours Of Work	7
23	Interpretation	20
21	Job Descriptions	19
17.07	Jury Leave	16
6	Labour/Management Bargaining Relations	4
5	Labour Management Committee	4
16	Layoffs and Recall	12 - 14
17.09	Leave for Writing Exams	17
17.01-17.03	Leave of Absence	14 - 15
1	Management Rights	1
17.05	Maternity Leave	15 - 16
3	No Discrimination	3
11	Overtime	8
17.06	Parental Leave	16
19	Payment of Wages	18 - 19
15	Promotions and Staff Changes	11 - 12
2	Recognition and Negotiations	1 - 3
14	Seniority	10 - 11
18	Sick Leave	17 - 18
22	Term (of Agreement)	20
4	Union Security	3 - 4
13	Vacations	9 - 10
	Salary Schedule A	21
	Signature Sheet	22
LOU	Pension Plan Consultation	25
LOU	Position Security for Employees off on Extended Sick Leave	23
LOU	Sick Day and Vacation Accrual Information on Pay Stubs	24

THIS AGREEMENT MADE THIS 16th DAY OF February 2016

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 **ten (10) calendar months. All temporary positions will end at the latest on June 30 of each school year.**

In the event that an extension is required, the 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:

- (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 31st 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 **emailed** to the President of the Union.
- 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)

 - Family Centre Assistant
 - Interpreter/Tutor
 - Community Liaison Worker
 - Child Development Lab 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. **Except for unforeseen circumstances, an Educational Assistants shall be provided a minimum of ten (10) working days’ notice when their 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.
- 10.06 **Effective Sept 2016, Educational Assistants who have voluntarily accepted term positions for EA Lunch and/or EA Bus Supervision will be paid in accordance with Schedule A, Pay Band 4 of this collective agreement. EA Lunch and/or Bus Supervisor term positions are regular daily scheduled assignments during the school year and will have vacation and sick leave accrual for these hours worked, and will be applied as per Articles 13 and 18 of the Collective Agreement.**

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 30th 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
After fifteen (15) 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 15th year of service during the calendar year and calculated on a similar basis as set out in Article 13.01.
 - 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 a) 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 1st 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 **on** the Employer's **website** for a minimum period of **five (5) working days** so that all employees will know about the position and be able to **submit an online** application.
- In the event of a job vacancy bulletin being issued during the summer vacation period (July or August), postings will go up on the Division's website, with notice to the Union **President**.
- 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 **during the term of this Agreement, the rate of pay shall be subject to negotiations between the Division and the Union. The Employer shall have the right to temporarily establish a rate of pay until the regular rate of pay for the new classification(s) have been agreed upon. If the parties are unable to agree on the classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.**
- 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 **forty-five (45)** 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.

- 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

1. 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
or same gender partner | 5 days |
| 2. Death of a child or grandchild | 5 days |
| 3. Death of an immediate family member
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. **The employee shall notify the Division upon becoming aware of his/her requirement to attend at court and will keep the Division informed on the anticipated absence and return date.**

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 Defined** - An employee shall be entitled to and shall receive sick leave without loss of pay only where the employee is unable to be at work and perform his regular duties as a result of personal illness or injury 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 18.03 and 18.04 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. who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving benefits under a provincial insurance plan;

2. is absent from work because of plastic surgery performed solely for cosmetic purposes not attributable to an illness or injury;
3. **who, while receiving sick leave benefits, is engaged in employment for wage or profit with another employer or as a result of being self-employed, except when such employment occurs as a result of a program of rehabilitative employment approved by the insurer.**

18.08 Supplementation of Compensation Award – when an employee is unable to work and is in receipt of Workers' Compensation allowance as a result of an injury incurred in the course of their duties, the employee shall be paid an additional amount which, combined with the compensation allowance, shall ensure the maintenance of their regular salary less their usual deductions. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers' Compensation allowance, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.

18.09 The Division and the Union agree that suspected abuses of sick leave will be investigated and proven instances will result in disciplinary action.

18.10 An employee shall be entitled to use up to three (3) days of sick leave per year to attend to illness or injury of that employee's partner, parent, child or grandchild. Such leave is non-cumulative from one school year to the next year. A doctor's certificate may be requested.

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 **principal** 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.

20.04 Swimsuit Allowance

Effective the date of signing, employees who regularly participate weekly "in water" swimming activities with students shall be entitled to an annual swimsuit suit allowance of up to \$75.00 per year, on a 50/50 cost share basis upon the presentation of the original receipt.

ARTICLE 21 - JOB DESCRIPTIONS

21.01 **The Union will be consulted prior to a new job description being 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, 2015 to June 30, 2019**, 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 30th day of June, **2019**, it will give the other Party not more than ninety (90) days **and not less than thirty (30) 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 15th.

Salary Schedule A

Educational Assistants CUPE Local 3473

		Effective	Effective	Effective	Effective	Effective
		July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018	January 1, 2019
Educational Assistant 1 Payband	Step					
Interpreter Tutor	0 - 1000 hours	23.89	24.37	24.85	25.23	25.60
Child Development Lab Support Worker	1001 - 2000 hours	25.49	26.00	26.52	26.92	27.32
Community Liaison Worker	2001 - 3000 hours	27.11	27.65	28.21	28.63	29.06
International Student Program Home Stay Support Worker	over 3000 hours	28.73	29.31	29.89	30.34	30.80
International Student Program Support Worker						
Educational Assistant 2 Payband	Step					
Educational Assistant - Special Needs, Special Education or Divisional Programs	0 - 1000 hours	21.04	21.46	21.89	22.22	22.55
Family Centre Assistant	1001 - 2000 hours	22.15	22.60	23.05	23.4	23.75
	2001 - 3000 hours	23.28	23.74	24.22	24.58	24.95
	over 3000 hours	24.40	24.89	25.38	25.76	26.15
Educational Assistant 3 Payband	Step					
Educational Assistant	0 - 1000 hours	19.86	20.26	20.66	20.97	21.29
	1001 - 2000 hours	21.03	21.45	21.88	22.21	22.54
	2001 - 3000 hours	22.20	22.64	23.09	23.44	23.79
	over 3000 hours	23.36	23.83	24.3	24.67	25.04
Lunch/Bus Supervision 4 Payband						
Lunch/Bus Supervision	1	N/A	18.44	18.81	19.09	19.38

Signed on behalf of:

THE LOUIS RIEL SCHOOL DIVISION

Original signed by Louise Johnston

Chairperson

Original signed by Josie Landry

Chair of Negotiating Committee

Original signed by Brad Fulton

Secretary-Treasurer

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3473

Original signed by Sharon Sapoznik

Member, CUPE 3473 Negotiation Committee

Original signed by Colleen Deegan

Member, CUPE 3473 Negotiation Committee

Original signed by Wally Skomoroh

CUPE Regional Representative

Dated this 16th Day of February, 2016, 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 16th day of February, 2016.

Original signed by Louise Johnston

Chairperson

Original signed by Brad Fulton

Secretary-Treasurer

Original signed by Sharon Sapoznik

Member, Negotiating Committee

Original 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, **the Employer will provide sick hours and vacation accrual information on the employee portal.**

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

Dated this _____ 16th _____ day of _____ February _____, 2016.

Original signed by Louise Johnston

Chairperson

Original signed by Sharon Sapoznik

Member, Negotiating Committee

Original signed by Brad Fulton

Secretary-Treasurer

Original 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 _____ 16th _____ day of _____ February _____, 2016.

Original signed by Louise Johnston

Chairperson

Original signed by Sharon Sapoznik

Member, Negotiating Committee

Original signed by Brad Fulton

Secretary-Treasurer

Original signed by Wally Skomoroh

National Representative, CUPE