

COLLECTIVE AGREEMENT

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND



**LOCAL 4701 - UNIT A
EDUCATIONAL ASSISTANTS**

COVERING THE PERIOD

JULY 1, 2022 TO JUNE 30, 2026

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This Agreement made and entered as of this 8th day of April, 2025.

Between:

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

of the First Part

-and-

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

of the Second Part

ARTICLE 1 - PREAMBLE

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

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

Now therefore, the Parties agree as follows:

ARTICLE 2 - DEFINITIONS

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

(6) months. However, in the event such a requirement exists, the Union shall be notified of any duration in excess of six (6) months.

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

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

- 2.04 "Casual employee" **or Substitute (Sub)** means an employee who is employed on an irregular and unscheduled basis. A casual **or sub** employee is not covered by this Agreement. However, a casual **or sub** employee shall be paid the rate of pay as per Schedule "A" for the position they assume.
- 2.05 Every newly hired employee shall be placed on probation for a period of six (6) consecutive months of service exclusive of the summer and winter breaks from the date from which employment commenced.
- 2.06 Probationary employees shall be entitled to all rights and privileges of this Agreement except that they shall not have recourse through the grievance procedure for discharge.
- 2.07 Upon completion of the probationary period, seniority shall be retroactive to the date of last hire.
- 2.08 **The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural unless the context otherwise requires.**

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

- 3.02 **The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be subject to the terms of this Agreement and in conformance with the laws of the Province of Manitoba.**

The **provisions of this collective agreement** shall be the source of any rights that may be asserted by the Union against the School Division.

ARTICLE 4 - RECOGNITION

- 4.01 This Agreement covers all employees as outlined by MLB Certificate #6226 issued by the Manitoba Labour Board and as listed in Schedule "A" except casual employees, those excluded by the Act and those positions that the Parties may, from time to time, agree on as being excluded from this Collective Agreement.
- 4.02 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.
- 4.03 For new employees, the deduction of dues shall become effective on the first semi-monthly pay.
- 4.04 The Union shall provide the Division at least one (1) month's advance notice of any change in the dues structure.
- 4.05 Deductions shall be made from the semi-monthly payroll and shall be submitted to the National Secretary-Treasurer of CUPE no later than the 15th of the month following the month deductions were made.
- 4.06 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of Union dues as provided for above.
- 4.07 Annually, upon written request, a comprehensive list including the name and address of each employee shall be sent to the Union.
- 4.08 Should a dispute arise concerning whether a particular person comes within the bargaining unit covered by this Agreement, the matters may be submitted by either Party to the Manitoba Labour Board for a decision.

4.09 **Access to Division Property**

With the prior approval of the Superintendent, a representative of the Union shall be **permitted** to visit the worksite or school in order to deal with any matters arising out of the Collective Agreement. **All visitors are expected to report to the front office in advance of entering the school premises during school hours. Such business shall be held whenever possible during the employees' allocated lunch and/or coffee breaks provided that visits shall not result in unnecessary disruption of operations carried on in the workplace.**

ARTICLE 5 - NEGOTIATIONS

- 5.01 The Union shall notify the Division, in writing, as to the names of their Executive, Stewards and Committee members. The Division shall notify the Union, in writing, as to the names of their Committee members and those that the Union will deal with.
- 5.02 The Bargaining Committee of the Union shall not exceed five (5) members, exclusive of the CUPE Representative.
- 5.03 Leave of absence with pay may be granted to up to two (2) employee representatives of the Union who are required to attend negotiation meetings during working hours.

ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

- 6.01 **The Labour Management Committee** shall consist of equal representatives of the Union and of the Division. Each party shall be entitled to have up to three (3) members on the committee. **When needed, the ex-officio will attend.** The committee shall concern itself with the following matters:
- (a) increasing operating efficiency by promoting cooperation in effecting economy moves;
 - (b) improving the quality of service for the school children and the ratepayers of the Prairie Rose School Division;
 - (c) reviewing suggestions from employees as it relates to the above.
- 6.02 The Committee shall meet at the call of either party, upon at least two (2) weeks' notice, however, not more than once every two (2) months unless otherwise

mutually agreed. The request for such meetings shall be accompanied by an agenda of the items to be discussed. It is understood that new items may be deferred to a future meeting.

- 6.03 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement or any grievance arising therefrom.
- 6.04 The Committee shall not supersede the activities of any other committee of the Union or of the Division and does not have the power to bind either the Union or its members or the Division to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Division with respect to its discussions and conclusions.
- 6.05 Leave of absence with pay shall be granted to employee representatives of the **Labour Management** Committee to attend committee meetings where such meetings are held during working hours.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Division, the Union or any employees regarding the interpretation, meaning, operation or application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Throughout Steps 2-4, the Parties may be required to meet in attempts to reach a mutual resolve.

If the grievor so wishes, **they** may be accompanied by a Union Steward for the Steps one (1) through three (3).

Step 1

The employee shall first attempt to resolve such dispute **within ten (10) working days of the event giving rise to the grievance** through discussion with the **relevant party or the** employee's immediate supervisor before a grievance is initiated.

Step 2

Absent of a successful resolve in Step 1, a grievance may be submitted in writing, **to the employee's immediate supervisor**, stating the nature of the grievance, the article(s) in the Collective Agreement **alleged to be** violated and

the solution sought, within ten (10) working days of the **discussion had with the applicable party at Step 1**. The supervisor shall render **their** decision within **ten (10)** working days after receipt of the grievance.

In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance shall be lodged within ten (10) working days of the said employee returning to work.

Step 3

Failing satisfactory settlement within **ten (10)** working days after the dispute was submitted under Step 2, the written grievance may be submitted to the Superintendent. The Superintendent shall render **their** decision within **ten (10)** working days after receipt of the grievance.

Step 4

Failing settlement being reached in Step 3, the grievor may submit the written grievance to the Board of Trustees who shall render their decision within **ten (10)** working days after the next regularly scheduled Board meeting.

Step 5

Failing a satisfactory settlement being reached in Step 4, the Union shall indicate their intent to proceed or not proceed to arbitration within **ten (10)** working days after the Board response under Step 4.

- 7.02 In cases of discharge or suspension, Steps 1 **and** 2 of the Grievance Procedure may be by-passed.
- 7.03 The time limits stipulated above may be extended by mutual agreement.
- 7.04 Leave of absence with pay shall be granted to one (1) employee representative of the Union who may be required to attend grievance meetings held during working hours.

ARTICLE 8 - ARBITRATION PROCEDURE

- 8.01 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.
- 8.02 **Both parties shall agree to the selection of a sole arbitrator within twenty (20) working days following the matter being referred to arbitration.**

- 8.03 If the **parties** fail to appoint an Arbitrator within twenty (20) working days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.
- 8.04 The decision of the **Arbitrator** shall be final and binding on both Parties, but in no event shall the **Arbitrator** alter, modify, or amend this Agreement in any respect.
- 8.05 The Parties to this agreement request that the **Arbitrator** hand down **their** decision as soon as possible.
- 8.06 Each party shall pay one-half (½) of the fees and expenses of the **Arbitrator**.
- 8.07 The time limits as stipulated above may be extended by consent of the Parties to this agreement in writing.
- 8.08 Nothing herein shall prohibit the Parties from agreeing on an **Arbitration Board**. If the Parties so agree, the provisions of this article relating to a **single Arbitrator** shall apply mutatis mutandis to the **Arbitration Board**.
- 8.09 Nothing in this agreement shall preclude a settlement of a grievance by mutual agreement in any manner whatsoever.
- 8.10 One (1) local Union Representative will be granted time off with pay to attend an Arbitration hearing held during working hours.

ARTICLE 9 - PERSONNEL RECORDS

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

ARTICLE 10 - DISCIPLINE, SUSPENSION AND TERMINATION

10.01 The Division shall have the right to discipline, suspend, or terminate any employee for just cause. Such employee shall be advised in writing of reason for **their** termination or suspension, with a copy being sent to the Union.

10.02 The employee shall have the right to be accompanied by a Union representative **throughout the investigation, suspension, and termination process.**

When meeting with the employee regarding a complaint, the Employer shall, when possible, give the employee advance notice of the nature of the complaint.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

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

11.02 Seniority List

A seniority list shall be prepared by the Division and revised annually, in the first week of April of each year. A copy of the list will be **provided electronically to employees and to the Recording Secretary of** the Union.

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

- (a) the employee is discharged and is not reinstated;
- (b) the employee resigns in writing;
- (c) the employee is laid off for a period longer than twelve (12) months or such extension as may have been worked;
- (d) the employee fails to return to work following an authorized leave of absence;

- (e) the employee does not return to work from layoff within ten (10) working days of being notified by registered mail to do so;
- (f) an Educational Assistant on the recall list who is offered a position by the Division between June 30th and September 30th, and who chooses to decline the position provided that the position offered was not:
 - more than thirty-five (35) kilometres from the employee's previous job site, or
 - a reduction or increase of .20 of a full-time equivalency (.20 more or less FTE) of the employee's former position.

11.04 An employee shall retain and accrue seniority if **they are** absent from work because of:

- (a) illness or accident covered by sick days under the Collective Agreement;
- (b) authorized leave of absence of up to thirty (30) working days;
- (c) maternity or parental leave or compassionate care leave granted under the *Employment Standards Code*.

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

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

ARTICLE 12 - STAFF CHANGES

12.01

- (a) **Notwithstanding the recall process, when** a new position within the scope of this Agreement is created, or when a vacancy of a permanent nature occurs or a temporary position with a known duration greater than three (3) months occurs, the Division shall **provide electronic notice to employees, to the Recording Secretary of the Union, and post** onto the Division website for a minimum of **five (5)** working days.

- (b) **Where required knowledge, abilities, skills, and qualifications are relatively equal, internal applicants shall be given priority over external applicants.**
- (c) **All bargaining unit applicants shall have the opportunity to discuss why they were not successful.**
- (d) Transfers beyond one (1) transfer per school year will be at the discretion of the **Superintendent**. Permission to transfer shall be at the discretion of the **Superintendent**. Employees transferring to a term position shall be entitled to return to their former position or a comparable position upon completion of the term. Placement shall be at the discretion of the **Superintendent**.
- (e) Notwithstanding the provisions of Article 12.01 (a), where the Division requires an increase of two (2) hours or less per day in the time allotted to an existing Education Assistant position, the Division shall offer the hours to the Education Assistant within the school in order of seniority provided the Education Assistant has the qualifications, ability, skills and experience to perform the tasks associated with the additional hours.

12.02 Information on Postings

Such posting shall contain the following information:

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

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

12.04 Method of Making Appointments

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

12.05 Any employee upgraded to a higher classification shall be considered to be on a trial basis in **their** new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period, **the employee** shall be returned by the Division to a position similar to that previously held. **An applicant may elect to return to their former position provided they elect to do so not later than five (5) working days after**

commencing in the new position, provided the former position has not been filled. In such event there shall be no loss of seniority nor shall the employee be paid a wage rate that is less than the rate of pay of the classification occupied immediately prior to the upgrade.

12.06

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

(b) When an employee is relieving another employee in a higher paid classification in Bargaining Unit B, they shall receive the salary rate for that classification which is next highest to the employee for all time so worked.

ARTICLE 13 - HOURS OF WORK

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

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

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

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

13.03 Meal Periods

Employees shall receive an **unpaid** meal period of not less than one-half ($\frac{1}{2}$) hour or more than one (1) hour in duration. **The duration shall be provided by the employee's supervisor.**

13.04 Rest Periods

A rest period of fifteen (15) minutes will be allowed for each three (3) hours worked. Such periods shall not be cumulative and shall be at a time determined by the employee's supervisor.

ARTICLE 14 - OVERTIME

14.01 All time worked up to eight (8) hours in a day or forty (40) hours in a week shall be paid at straight time. All time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be regarded as overtime payable at the rate of time and one-half (1½ x) for the first four (4) hours and double time (2 x) thereafter.

14.02 When an employee is required to work on a Statutory Holiday the employee shall be paid one and one-half times (1½ x) plus the employee's regular day's pay for such holiday.

14.03 Banked Time

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

ARTICLE 15 - GENERAL HOLIDAYS

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

New Year's Day	Louis Riel Day
Good Friday	Victoria Day
July 1st	Thanksgiving Day
Christmas Day	Boxing Day
Orange Shirt Day (National Day for Truth and Reconciliation)	

and any other **General** Holiday as proclaimed by the Province of Manitoba.

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

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

15.04 The Division will follow the *Employment Standards Code* in order to calculate **General** Holidays. When calculating an employee's earnings for this purpose, the Division shall not factor in unpaid **Winter**, Spring, **Summer** breaks and unpaid In-Service or Administration Days.

ARTICLE 16 - VACATIONS

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

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

- (i) Upon completion of an employee's first full year of continuous service, four percent (4%) of regular earnings.
- (ii) Upon completion of an employee's fourth (4th) year of continuous service, six percent (6%) of regular earnings.

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

Vacation pay shall be paid on each pay.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Defined

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

17.02 Employees shall accumulate entitlement for sick leave at a rate of two (2) days of sick leave for every month of actual service and shall not exceed twenty (20) days in any school year to a maximum of **one hundred and twenty (120)** days. Should an employee transfer to a position with a different FTE (move from full-time to part-time or part-time to full-time), **they** shall retain the same number of days of sick leave.

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

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

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

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

17.06 Sick leave is not payable to an employee:

- (a) who is engaged in an employment for wage or profit, during any period for which **they** claims benefits under this sick leave plan;
- (b) who, in respect of injury resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance ("M.P.I.") to the extent that such benefits combined with Division paid sick leave benefits (Article 17.02) exceed the employee's normal salary or exceeds the maximum number of sick leave days accumulated by the employee. In such cases, the employee shall reimburse the Division the amount of benefit received from M.P.I.;
- (c) whose illness results from the use of drugs, alcohol or other addictions and who has refused or abandoned treatment and care from a qualified medical practitioner or from a recognized program of treatment;
- (d) for elective cosmetic surgery that is not recommended by a qualified medical practitioner.

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

17.08 Proof of Illness

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

- (2) Patient has or did have a medical condition that required(s) absence from work;
- (3) Patient is receiving and participating in treatment/recovery plan;
- (4) Functional restrictions and limitations specific to the medical condition**
- (5) Anticipated return to work to full duties;
- (6) Prognosis/anticipated duration of illness;

- (c) If an employee qualified for sick leave and is away on sick leave longer than a month, they are responsible for providing regular updates to the Division regarding their condition in a reasonable manner.
- (d) The Union recognizes the Division's right to ask for a medical evaluation assessment prior to returning to the workplace where there is reasonable doubt regarding their fitness to return to work.
- (e) Any fee to be paid to the medical practitioner shall be borne by the employee up to a limit of \$50.00 per certificate or report and the Division shall bear the **difference of the** cost of such fees per certificate or report where such fees exceed \$50.00.

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

17.10 Appointment Leave

(a) Personal Medical Leave

The Division recognizes the necessity for employees to attend medical appointments. Employees shall make every effort to schedule appointments during Summer, **Winter**, and Spring breaks, or outside of school hours. When medical appointments cannot be made outside of school hours, every effort shall be made to schedule the appointment to minimize the time away from the school, in such case medical leave shall be granted. **When possible, employees shall attend work before or after their appointment.** Such leave shall be counted against the employee's accumulated sick leave.

(b) Family Medical Leave

An employee shall be granted up to **five (5)** days per year of family medical leave to attend to a medical appointment, illness or injury in the immediate family. **When possible, employees shall attend work before or after their appointment.** Immediate family shall include the employee's spouse, **common-law partner**, parents, children, **or a relative permanently residing with the employee.** This leave shall count against the employee's accumulated sick leave. Leave in excess of the above may be granted at the discretion of the Superintendent in extenuating circumstances with salary deduction as determined by the Superintendent.

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

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

Leave of absence without a deduction in wages and without loss of seniority shall be granted upon request to the Division Superintendent to employees selected or appointed to represent the Union at Conventions, **to attend training as per the CUPE Education Workshop Calendar**, executive and committee meetings. It is understood that not more than four (4) employees may be absent at any one time **provided those members are not from the same facility.** The Union shall reimburse the Division for all wages and benefits.

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

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

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

18.02 An employee who is elected or selected for a full-time position with the Union may be granted leave of absence for a period of one (1) year. Upon request, such leave shall be renewed each year during **their** term of office. Such employees shall receive **their** pay and benefits as provided for in this Agreement but the

Union shall reimburse the Division the employee's salary plus the cost of fringe benefits.

18.03 Bereavement Leave

- (a) An employee shall be granted up to **five (5)** regularly scheduled work days' leave without loss of salary in the case of death in the **employee's** family, defined as spouse, **common-law partner**, child, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepchild, **stepsibling**, grandchild, grandparent, **foster child**, court appointed guardian, **or a relative permanently residing with the employee.**
- (b) An employee shall be granted up to one (1) regularly scheduled work day's leave of absence without loss of salary to attend to the funeral of an aunt, uncle, niece or nephew.
- (c) Short term absences on compassionate grounds, either with or without loss of pay, may be granted at the discretion of the Superintendent.

18.04 General Leave

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

18.05 Jury/Witness Duty

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

18.06 Leave to Write Examinations

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

18.07 Maternity/Parental/Adoption Leave

- (a) Maternity, Parental and Adoption Leave shall be granted in accordance with the provisions of the *Employment Standards Code*.
- (b) Maternity/Parental/Adoptive Leave shall not constitute a break in employment.
- (c) Employees must give four (4) weeks' notice to request an extension to their Parental Leave/Adoptive Leave beyond what they had initially told the Division that they were taking.

18.08 Personal Leave

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

18.09 Interpersonal Violence Leave

Employees who are victims of interpersonal violence, may be entitled to take a leave from work in accordance with the Employment Standards Code legislation.

ARTICLE 19 - LAYOFF

19.01 Layoffs are defined as a reduction in the workforce.

19.02 Layoff due to Reduction in the Workforce

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

- (c) Notice provisions do not apply to the normal **Winter**, Spring, or Summer closures.

19.03 Layoff for Summer Break

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

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

19.05 No New Employees

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

- 19.06 The Division agrees that no employee shall lose their job as a result of the Division contracting out services.**

ARTICLE 20 - RECALL FROM LAYOFF

20.01 Recall from Annual Layoff for Summer Break

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

former position, or the position is located at another school more than thirty-five (35) kilometers from their former worksite, the employee may choose to remain on the recall list in accordance with Article 11.03 (f).

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

20.02 Recall from Layoff due to Reduction in the Workforce

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

ARTICLE 21 - PAYMENT OF WAGES

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

ARTICLE 22 - JOB CLASSIFICATION

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

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

ARTICLE 23 - EMPLOYEE BENEFITS

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

23.02 Those employee benefit plans shall include the following:

(a) **Group Life Insurance Plan**

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

(b) **Long Term Disability Insurance (LTD) Plan**

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

(c) **Extended Health Benefit Plan and Dental Plan**

All employees have an opportunity to participate in an optional **extended health benefit and dental** plan.

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

23.03 In all cases, the policies and procedures of the insurance providers shall prevail in plan changes, employee eligibility, enrolment, premium setting, claims administration and termination from the plans. Specific details about the plans will be included in pamphlets and brochures provided by the insurance providers.

23.04 The obligation of the Division to administer the plans on behalf of any employee shall cease upon termination of employment with the Division.

23.05 The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the plans outlined in 23.02.

ARTICLE 24 - EMPLOYMENT INSURANCE PREMIUM REBATE

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

ARTICLE 25 - GROUP REGISTERED PENSION PLAN (RPP)

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

ARTICLE 26 - GROUP REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- 26.01 The Division will administer a Group RRSP by making the deductions as requested and remitting same to the carrier. The carrier of the plan will be determined by the Division. Participation in the plan is voluntary.
- 26.02 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the necessary premium deductions as provided in this article.

ARTICLE 27 - INCREMENT RAISES

- 27.01 For the purpose of increments, movement from one increment to another shall occur on the employee's anniversary date.
- When an employee changes positions within the bargaining unit, the start date of the new position will become the increment date. The seniority date of the employee within the bargaining unit does not change.

ARTICLE 28 - MILEAGE

- 28.01 Any employee required to drive to a pick-up and drop off site of a student in order to accompany the student on a Prairie Rose School Division bus will be paid mileage at Division rates for additional kilometres incurred by the employee

beyond the distance they would normally travel to and from their assigned school.

ARTICLE 29 – DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2022 and shall remain in force until June 30, 2026 and shall thereafter automatically renew itself from year to year, unless either party gives the other written notice, by **email, or** registered mail, of the desire to revise or terminate this Agreement, on or before the sixtieth (60th) day prior to the termination **date** in the year in which termination or amendment is desired

ARTICLE 30 – PROFESSIONAL DEVELOPMENT

30.01 The School Division recognizes the importance of continuous professional development for Educational Assistants (EAs) to enhance their skills and effectively support the educational environment.

30.02 Educational Assistants shall be provided up to two (2) professional development days per school year at their regular rate of pay and at the direction of the Superintendent. These days shall be scheduled in accordance with the School Division's calendar.

ARTICLE 31 – NO-DISCRIMINATION

31.01 The Division and the Union agree that there shall be no discrimination or harassment **with respect to any employee by reason of the protected characteristics as stated in the Human Rights Code (Manitoba)**, nor by reason of **one's** membership or non-membership or activity in the Union.

Employees are to review the Respectful Workplace Policy available through the Division Policy Manual. Should the Division amend the Respectful Workplace Policy, the Division agrees to provide the Union with a copy prior to implementation of said Policy.

ARTICLE 32 - STRIKES AND LOCKOUTS

32.01 There shall be no strikes, walkouts, slowdowns nor interference with the operations of the School Division on the part of any employee during the term of this Agreement.

There shall be no lockouts on the part of the Board during the term of this Agreement

ARTICLE 33 - WORKPLACE SAFETY & HEALTH

33.01 The Division and Union recognize the duties and responsibilities of the employer, supervisors, and employees under the Workplace Safety & Health Act and regulations thereto. Further, the Division and the Union acknowledge the Workplace Safety and Health Act contains specific provisions which cover the roles and responsibilities of workplace committees and agree to work cooperatively within this legislated mandate.

No employee representative shall suffer a loss of pay while attending meetings of the committee or carrying out their responsibilities as a committee member, as set forth in the Workplace Safety and Health Act.

33.02 **Freedom from Violence**

All employees are entitled to a working environment free from violence as defined in the Workplace Safety and Health Act.

The employer recognizes that workplace violence is an occupational health and safety issue, and that the employer will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.

SIGNING

Signed this 8th day of April, 2025

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 - UNIT A

PRAIRIE ROSE SCHOOL DIVISION

Negotiating Committee

Board Chair

Negotiating Committee

Secretary-Treasurer

CUPE National Representative

SCHEDULE "A" - SALARY SCALE

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

	Effective July 1, 2022 – June 30, 2023 - 2.5%			
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Educational Assistants	\$17.33	\$18.59	\$19.77	\$20.97

	Effective July 1, 2023-June 30, 2024 - 2.5%			
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Educational Assistants	\$ 17.76	\$ 19.05	\$ 20.26	\$ 21.49

	Effective July 1, 2024 –June 30, 2025 - 3%			
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Educational Assistants	\$ 18.29	\$ 19.62	\$ 20.87	\$ 22.13

	Effective March 22, 2025, - \$1.75 Adj.			
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Educational Assistants	\$ 20.04	\$ 21.37	\$ 22.62	\$ 23.88

	Effective July 1, 2025 –June 30, 2026 - 3%			
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>
Educational Assistants	\$ 20.64	\$ 22.01	\$ 23.30	\$ 24.60

LETTER OF UNDERSTANDING

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND

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

RE: HUTTERIAN COLONY SCHOOL RELIGIOUS HOLIDAYS

- 1. The School Division recognizes and respects Hutterian colony religious holidays and the diverse religious beliefs of all employees. It acknowledges that not all religious holidays necessitate an absence from work for every individual.**
- 2. Educational Assistants shall report to work on religious holidays recognized by the School Division as Hutterian Colony School religious holidays, but which they do not personally observe. Location of the workplace will be determined by the Superintendent in consultation with the school leaders as per the operational requirements of the School Division.**
- 3. Educational Assistants who do not wish to work on recognized Hutterian Colony religious holidays for the year should notify the School Division no later than September 30th.**

Signed this 8th day of April, 2025

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 – UNIT A

SIGNED ON BEHALF OF
PRAIRIE ROSE SCHOOL DIVISION

Negotiating Committee

Board Chair

Negotiating Committee

Secretary-Treasurer

CUPE National Representative

LETTER OF UNDERSTANDING

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND

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

RE: MAJOR RELIGIOUS HOLY DAYS

- 1. An employee may receive a total of three (3) days paid leave for Religious Holy Leave per school year.**
- 2. Employees shall not absent themselves from duty without first securing permission from the Division.**
- 3. For the purposes of this LOU, Religious Holy Leave shall be defined as major religious holy days observed by the employee and designated as a day of obligation by the employee's religion and where observance requires an absence from work for all or part of the day. These days are for days not covered by Manitoba general holidays.**
- 4. When employees are absent for observance of Religious Holy Leave days in excess of three (3) days per School Year, the days shall be without pay.**
- 5. The following notification period will apply:**
 - a) Employees requiring Religious Holy Leave during the School Year shall provide notice in writing on the prescribed form as soon as possible after the start of the School Year, however, not later than September 30th.**
 - b) For employees requiring Religious Holy Leave prior to October 15th, ten (10) calendar days' notice in writing shall be submitted to the Division. For employees requiring Religious Holy Leave October 15th or later, notice in writing of leave required for that School Year shall be submitted by September 30th.**
 - c) For those employees commencing employment with the Division at a time other than the start of the School Year and who require Religious Holy Leave, notice in writing, shall be given to the Division within ten (10) working days of active employment.**
- 6. Where the appropriate notice has not been given to the Division, the Division shall provide Religious Holy Leave and that leave will be granted without pay. The Division**

shall act reasonably and fairly having regard to all circumstances.

The Parties agree that this LOU constitutes reasonable accommodation for Religious Holy Leave.

Signed this 8th day of April, 2025

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 – UNIT A

SIGNED ON BEHALF OF
PRAIRIE ROSE SCHOOL DIVISION

Negotiating Committee

Board Chair

Negotiating Committee

Secretary-Treasurer

CUPE National Representative

LETTER OF UNDERSTANDING
BETWEEN
PRAIRIE ROSE SCHOOL DIVISION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4701 - UNIT A
EDUCATIONAL ASSISTANTS

RE: EMPLOYEE AND FAMILY ASSISTANCE PLAN

Effective one (1) month after ratification, the Division shall, at its own expense, make available an Employee and Family Assistance Plan to all Employees and their families.

Signed this 8th day of April, 2025

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4701 – UNIT A

SIGNED ON BEHALF OF
PRAIRIE ROSE SCHOOL DIVISION

Negotiating Committee

Board Chair

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