

COLLECTIVE AGREEMENT

BETWEEN:

CUPE / *Canadian Union
of Public Employees*

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3037

- AND -

PARK WEST SCHOOL DIVISION

TERM OF AGREEMENT:

JULY 1, 2022 to JUNE 30, 2026

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PREAMBLE

1. Establish and maintain a relationship of harmony and respect,
2. To establish wages and other conditions of work,
3. To provide procedures for the prompt resolution of grievances and problems,
4. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.,
5. To promote effective and efficient operations,
6. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 1 – SCOPE AND RECOGNITION

1.01 The agreement covers all employees as outlined by Manitoba Labour Board Certificate MLB-6138 as issued by The Manitoba Labour Board and as listed in Schedule “A” attached.

1.02 The School Division, or anyone authorized to act on its behalf, approves and recognizes the CUPE Local 3037 as the sole collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the two Parties of this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

1.03 Right of Fair Representation

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)/advisor(s) shall have access to the Employer’s premises in order to deal with any matters arising out of this collective agreement.

It is agreed that in order to have access to the premises the representative will obtain permission of the school principal and that any meetings with employees will not disrupt the operation of the school.

ARTICLE 2 – DEFINITIONS

2.01 **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.**

- 2.02 "Division" or "Employer" means the Park West School Division.
- 2.03 "Union" means the Canadian Union of Public Employees.
- 2.04 "Employee" means a person employed in the bargaining unit.
- 2.05 "Representative" means a Steward, Executive member and/or Staff Representative of the Union.
- 2.06 "School Year" means the period between the official school opening and school closing as designated annually by the Division or by legislation or regulation.
- 2.07 "Immediate Family" shall include:
- a) Spouse (common-law partner);
 - b) Child or step-child;
 - c) Parent of the employee or spouse.
- 2.08 "Layoff" means to temporarily remove an employee from their position of employment.
- 2.09 "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 2.10 "Full Time Employee" means a **ten (10) or twelve (12) month** employee who regularly works at least the full daily and weekly hours of their classification. **Full-time employees' weekly hours of work of their classification are from five and one-half (5½) hours per day up to eight (8) hours per day.**
- 2.11 "Part Time Employee" means an employee who works less than the full normal daily or weekly hours of **their** classification on a pre-determined regular and recurring basis; part time employees are entitled to benefits of the Collective Agreement on a pro-rata basis. **Part time employees' weekly hours of work are less than five and one-half (5½) hours per day.**
- 2.12 "Casual employee" – is employed on an irregular, unscheduled basis. Casual employees as defined herein are excluded from the Agreement.
- 2.13 **"Term employee" means an employee hired for a specific period of time or for the completion of a specific job/assignment.**

Where a term employee is hired into a regular full time or part time position without a break in service, subject to the provisions of Article 10.07 – Probationary Period, they shall be granted seniority retroactive to the first date of continuous service.

- a) A term employee shall be advised of the anticipated duration of the term of employment.
- b) Where the term employment is terminated by the Division or employee prior to the end of the specified term, two (2) weeks' notice shall be given.

Where the employment of the term terminates at the end of a specific term of employment neither the Division nor the employee is required to give notice of termination.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Board has the right to operate the schools and to direct the staff covered by this Agreement, as it may deem necessary for the most effective use of its facilities. Such operation and direction includes the right to hire, suspend, discharge for just cause, to assign to jobs, to classify, to promote, to transfer for just cause employees among the schools, to increase, decrease or re-organize the staff, both permanent and temporary, and to determine the necessary services subject to the terms of this agreement.
- 3.02 The specific terms of this **agreement** shall be the sole source of any rights that may be asserted by the Union against the Division.
- 3.03 In administering this agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer and the Union jointly agree that there shall be no discrimination against any employee because of Union membership or non-membership or Union activity.

The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

It is further agreed that there shall be no discrimination as defined in *The Human Rights Code*.

- 4.02 All pay and benefit provisions in the agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

ARTICLE 5 – UNION DUES

- 5.01 The **Division** shall deduct from the earnings of each employee effective the first monthly pay an amount equal to the regular monthly membership dues, as established by the Union. The Union shall by letter notify the Secretary-Treasurer of the Division of any change in the dues structure at least one (1) full month in advance of the effective date of such change. Change in the dues structure is not to take place more than once in a calendar year.
- 5.02 Deductions shall be forwarded in one **payment** to the Treasurer of the Union not later than the 10th calendar day of the following month for which the dues were levied. The **payment** will be accompanied by a list of the names, addresses and classification for whose wages the deductions have been made. The list shall indicate promotion, demotion, hiring, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.
- 5.03 The Union agrees to and does hereby indemnify and save the **Division** harmless for all claims, demands, action and proceedings of any kind and from all costs which may arise or be taken against the **Division** by reason of the Division making the deduction of union dues as provided in Article 5.01.
- 5.04 At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of union dues paid by each Union member in the previous year.

ARTICLE 6 – LABOUR-MANAGEMENT COMMITTEES

- 6.01 a) The Union shall notify the **Division**, in writing, as to the names of their Executive members and the names of the Union members on the Bargaining Committee. The **Division** shall notify the Union, in writing, of the names of their committee members.
- b) The Bargaining Committee of the Union shall not exceed six (6) members.

6.02 Union Management Committee

Both parties agree that matters of mutual concern which relate to the administration, application and interpretation of this Agreement or to the operation of the school system shall be discussed at a **joint Union-Management Committee** meeting.

Requests for such meetings must be accompanied by an agenda of the items to be discussed and forwarded to the other party. The time of such meetings shall be upon mutual agreement. Each Party shall be entitled to have up to six (6) members attend this Committee's meetings.

The Union-Management Committee meetings shall meet quarterly unless otherwise mutually agreed to by both parties.

6.03 The Union agrees not to solicit Union membership or transact any business of the Union on the Division's time, except as noted herein.

6.04 Leave for members to attend to bargaining, grievance and arbitration processes are not subject to the one (1) week advance notice. In such cases, as much notice as possible will be given.

Leave of Absence without pay and without loss of seniority may be granted, upon request to the Division, to employees elected or appointed to represent the Union provided such leave is requested at least one week in advance.

6.05 The Division will, if requested by the Union, continue to pay the employee during periods of leave of absence for "Union business without pay" under Article 6.04 as if they had remained at work. The Division will then bill the Union an amount equal to one hundred percent (100%) of the employee's salary.

ARTICLE 7 – MINUTES OF BOARD MEETINGS

7.01 The Union shall receive copies of the Executive Summary of regular Board meetings.

7.02 The **Division** shall provide **bulletin boards** which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and Union business. Other notices that may be of interest to the employees must first be sent to the Division **Office** for approval.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Should a dispute arise between the **Division** and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, an earnest effort shall be made to resolve the issue in the following manner.

8.02 All grievances shall be submitted in writing, stating the article in the Collective Agreement violated, information as to what the grievance is about and which employees are involved, details pertaining to the grievance (if known), and the resolution sought.

8.03 Where a dispute involving a question of general application or interpretation or discharge occurs, the **Division** and the Union agree to bypass Step 1 of this Article.

8.04 Step 1

The employee(s) shall discuss the alleged grievance with **their** supervisor within ten (10) working days of the specific event giving rise to the alleged grievance or within ten (10) **working** days of the grievor becoming aware of it.

Step 2

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the Union and the employee concerned will submit to the **Superintendent CEO** or designate a written statement of the particulars of the complaint and the redress sought. The **Superintendent CEO** or designate **shall hold a hearing to discuss the matter with the parties within ten (10) working days of the date of receipt of the grievance. The Superintendent CEO or designate shall render a decision within ten (10) working days after the grievance hearing.**

Step 3

Failing satisfactory settlement under Step 2, the employee concerned together with the Union representative will submit to the Board a written statement of the particulars of the complaint and the redress sought. The Board shall forward its decision within one (1) week of the next regular Board meeting (**exception during summer months**).

Step 4

The employee concerned together with the Union representative will, within ten (10) working days of receiving the Board decision, advise the Board in writing as to their intention to withdraw the grievance or refer the dispute to arbitration.

8.05 Time limits as specified in Article 8.04 may be extended by agreement between the **parties**, however, if an employee fails to bring the grievance forward within the time limits as specified in Step 1 of Article 8.04, the grievance is deemed to have failed. If the **Division and/or** Board fails to **respond or request an extension** within the time limits specified, the grievance **may proceed to the next step of the grievance procedure**.

8.06 Arbitration

Failing satisfactory settlement of a grievance through provisions of Article 8.04, either party may submit the dispute to arbitration.

8.07 Composition of Arbitration Board

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, indicating the name of its nominee on an arbitration board. **Notices to the Division will be addressed to the Superintendent CEO or designate**. Within five (5) working days thereafter, the other party shall answer **in writing** indicating the name and address of its appointee to the arbitration board. The two (2) arbitrators shall then meet to select an impartial chairperson.

8.08 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

8.09 Arbitration Board Procedure

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. The decision of the **Arbitration** Board shall be final, binding and enforceable on all parties, and may not be changed. The **Arbitration** Board shall not have the power to alter, modify or amend any of the provisions of the collective agreement.

8.10 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision either party may apply to the Chairperson of the **Arbitration** Board to reconvene the Board to clarify the decision, which it shall do within five (5) working days.

8.11 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the arbitrator it appoints;
- b) One-half (½) of the fees and expenses of the Chairperson.

8.12 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

8.13 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned and any other witnesses. Should the Union call the assistance of any employee(s), such employee(s) will be considered on "Union business without pay" as per Article 6.04 and 6.05.

8.14 Nothing herein shall prevent the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an arbitration board shall apply to the single arbitrator.

ARTICLE 9 – DISCHARGE AND DISCIPLINARY PROCEDURE

9.01 The Employer agrees that no employee shall be disciplined without just cause.

The Division and Union agree to commit to the principles of progressive discipline.

9.02 Employees shall be given disciplinary warnings in writing, unless circumstances justify immediate discipline or discharge.

- 9.03 Where an employee has been called in for a meeting with regard to a disciplinary matter involving the employee **or a meeting which may lead to disciplinary action for that employee**, the employee shall be allowed to contact the Union's staff representative or executive member to be present at the meeting, if the employee chooses.
- 9.04 The **President and/or** Secretary of the Union will be notified of all suspensions or discharges.

ARTICLE 10 – SENIORITY

- 10.01 Seniority shall be established upon the completion of the probationary period and shall be defined as the length of continuous service within the Division from the employee's date of hire.
- Seniority **will** apply to regular drivers **as** calculated from last date of hire as regular drivers.
- 10.02 Seniority shall be maintained and accumulated during:
- a) regular paid time;
 - b) absence due to sickness and leave with pay;
 - c) absence due to compensable accident under Workers' Compensation;
 - d) the statutory period of absence for maternity / paternity / adoptive / parental leave as provided for in *The Employment Standards Code*;
 - e) sick leave with pay to a maximum of one (1) year.
- 10.03 Seniority shall be maintained but not accumulated during:
- a) **Division** approved authorized leave of absence over one (1) year;
 - b) **Division** approved leave of absence beyond the statutory period of absence for maternity/**parental** leave as provided for in *The Employment Standards Code*;
 - c) a period of lay-off less than one (1) year [fifteen (15) months for Educational Assistants];
 - d) **Division** approved sick leave without pay over one (1) year;

- e) **Division** approved education leave to a maximum leave of one (1) year;
- 10.04 An employee shall lose seniority standing for the following reasons, when or if:
- a) the employee resigns or retires;
 - b) the employee is discharged for just cause and is not reinstated;
 - c) the employee fails to return to work following an authorized leave of absence;
 - d) the employee does not return to work from lay-off within ten (10) working days of being notified **in writing**;
 - e) the employee is laid off for a period in excess of one (1) year;
 - f) the educational assistant is laid off for a period in excess of fifteen (15) months.
- 10.05 **The** Union shall be provided each year with an up-to-date copy of the seniority list not later than September 30th of each year. The seniority list will be as at the previous August 31st.
- 10.06 The Union shall advise the Secretary-Treasurer or designate in writing of any alleged omissions or incorrect listing subsequent to the posting of the previous seniority list, within fifteen (15) working days after which the seniority list shall be deemed to be correct. In the event that an employee is not at work at the time that the seniority list is posted, the employee must object to their seniority standing within five (5) working days from the time the employee returned to work. The posting of the seniority list shall include a copy of this Article.
- 10.07 Probationary Period
- a) A new employee shall be placed on a **probationary period** for six (6) work months following the date of original hire with the Division. The Division may extend the probationary period by an additional three (3) months, provided the Union agrees, to further evaluate an employee should there be concerns.
 - b) 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 suspension or discharge. The rejection on probation of employee is not grievable nor arbitrable.

- 10.08 Bus Drivers shall not be permitted to exercise seniority in cases of job vacancy, transfer, layoff or recall if an employee's place of residence is:
- a) not within the designated catchment area, or
 - b) more than sixteen (16) km from the start of the route.

ARTICLE 11 – PROMOTION AND STAFF CHANGES

- 11.01 When the **Division** requires replacement of a vacant position or filling of a new position, whether full time or part time, these positions shall be advertised by a posting on all Division work location bulletin boards and the Division's website and/or by email for at least five (5) working days. The Division may elect to advertise or consider applications from outside the bargaining unit **having considered internal applicants first**.
- 11.02 If an employee voluntarily transfers to a lower or equally paid classification, they shall be **placed** at the same increment step in the new classification as they were at the **former** classification.
- 11.03 The **Division** shall attempt to provide on-the-job training, in a timely manner, for employees of the Division in areas which are directly related to their positions. It shall be a requirement for all employees to attend such training sessions as the **Division** deems necessary for the upgrading of their vocational skills. The **Division** agrees to bear the cost of such training programs.
- 11.04 In filling the position, the Division shall base its decision on the applicants' qualifications, ability, skills, experience, performance, and service with the Division. If all factors are relatively equal seniority shall be the determining factor.
- 11.05 Education Assistant Assignment Protocol
- a) Educational Assistants will be provided with a listing of anticipated positions for the fall term;
 - b) Educational Assistants shall submit their preferences in writing to the Division Office, in order of preference;
 - c) Educational Assistants will be assigned to anticipated positions in consideration of the following factors: assignment in the current school year, qualifications, experience, ability, skills, and seniority;

- d) Upon placement for the upcoming school year, the employee will be advised in writing of the start date, anticipated end date, required working days, and hours of work. Those employees placed prior to the end of the current school year will receive a letter prior to June 30th. The employee will be given as much notice as possible of any changes that may occur subsequent to the assignment;
- e) An Educational Assistant who is offered a position by the Division and who chooses to decline the position shall, within five (5) days, provide the Division with written reasons as to why they are declining the position.

If the reasons that the Educational Assistant is declining the offered position is:

- i) the position is more than forty (40) kilometers from the employee's previous job site; or
- ii) is a reduction of more than .5 of a full time equivalency (.5 FTE) of the employee's former position; or
- iii) other reasons acceptable to the **Division**;

the employee shall have the right to decline the position and Article 12.03 c) shall apply.

Should the reasons given be other than those listed above, the employee will be deemed to have terminated their employment as an Educational Assistant with the Division. The Division will provide written notification to the employee regarding termination of the employee's employment as an Educational Assistant.

This clause will not apply to an Educational Assistant who has already been transferred once from one job site to another during the life of this Collective Agreement.

- f) An Educational Assistant who is not placed by September 30th shall be deemed to be laid off and shall be placed on the recall list for a period of fifteen (15) months.
- g) The Division agrees not to advertise for outside applicants until such time as all current employees have been placed in accordance with the foregoing.

- h) On April 15th Educational Assistants will receive the Educational Assistant's Letter of Intent. Educational Assistants have the option to fill out the form and return to the Director of Students Services by May 5th. The Educational Assistant Letter of Intent is non-binding on the part of the employee or Park West School Division. Letters of hire will be mailed to the Educational Assistants by June 5th.

11.06

Bus Driver Protocol

- a) The parties agree that the following duties and responsibilities are deemed to be included in the calculation of a bus driver basic salary:

- Annual pick up and drop off of bus;
- Pre- and post-trip inspections;
- Cleaning and washing of the bus.

Bus Drivers will be paid the extra-curricular hourly rate to go to the bus garage for repairs during the course of the school year (excluding beginning of the year and end of year drop off).

- b) **Non-scheduled Maintenance**

Bus drivers who are required to bring in their bus to the bus garage will be paid the extra-curricular/special trip rate for all travelling time and waiting time.

The Transportation Supervisor shall verify the travelling and/or waiting time. Travelling time shall normally be calculated from the applicable school to the bus garage and return.

In all cases, prior approval of the Transportation Supervisor is required before proceeding to the bus garage.

- c) **Extra-Curricular Field Trips**

At the start of each new school year, a list will be compiled of all regular drivers wishing to be offered Extra-Curricular/Field Trips. Whenever possible, the Transportation Supervisor will offer available extra-curricular/field trips, on a rotational basis, taking into consideration catchment area, length of trip

and whether or not the bus drivers regular bus run will be affected. At all times, regular bus runs shall receive priority. The Transportation Supervisor shall arrange for any spare driver as may be deemed necessary.

When a regular bus driver gives up their regular shift in order to take an extra-curricular field trip, the following will happen:

- The regular driver will be deducted their compensation for the regular driving time missed;
- The substitute driver who takes their regular shift will receive the compensation the regular driver would have been entitled to for that shift;
- The regular driver will be paid at the current extra-curricular/field trip rates for the trip for the first eight (8) hours of an extra-curricular/field trip and time and one-half (1½ x) of the current extra-curricular/field trip rate for each additional hour or part thereof.

11.07 An applicant may elect to return to their former position provided they elect to do so prior to the advertised closing date of their former position.

ARTICLE 12 – LAY-OFF AND RECALL

12.01 A layoff shall be defined as a reduction in the work force.

12.02 The Division shall give the employee written notice of the date on which the employee is to be laid off at least one (1) month before the date on which the layoff is to occur. In the absence of such notice, the Division shall grant one (1) month's pay in lieu thereof.

In the event of a pandemic, the Division shall give the employee written notice of the date on which the employee is to be laid off at least ten (10) working days before the date on which the lay-off is to occur. In the absence of such notice, the Division shall grant ten (10) working days' pay in lieu thereof.

Efforts will be made to mitigate the impact of the emergency layoff through alternative arrangements or support services, where feasible.

- 12.03
- a) Employees will be laid off in reverse order of seniority within their classification grouping provided those employees retained possess the ability, skills, qualifications and experience to perform the work.
 - b) Employees with seniority who are laid off shall be placed on a re-employment list for a period of twelve (12) months after the date of layoff. An employee without seniority who is laid off is deemed to be terminated.
 - c) Employees placed on the re-employment list shall be recalled to a vacant position within their classification in order of seniority, provided that such employees possess the ability, skills, qualifications and experience to perform the work.
 - d) Bus Drivers Layoff Procedure – Layoff will be on a seniority basis within catchment areas. Seniority will be determined on continuous regular driving. If drivers have the same service, then the actual hire date will be used. If regular driving is equal, then the date hired as a spare driver will be used. If seniority is still equal after applying the above criteria, the **Division** will determine the driver to be laid off. Drivers laid off will have the first right to recall within their catchment area.
- 12.04 Employees with multiple jobs with different classifications who have been laid off from all jobs will be given **ten (10)** days to decide which classification to maintain.
- 12.05 For the purposes of this Collective Agreement, the normal operation of the school year does not constitute a layoff, including Christmas, Spring and Summer breaks, Administrative and In-service days.
- 12.06 Notification of recall following a lay-off shall be sent by **registered** letter to the last reported address of the employee.
- 12.07 No new employee shall be hired until those laid off, who meet the requirements of the job, have been given an opportunity of recall.
- 12.08 Employees who are recalled and refuse a position that they are qualified to perform shall forfeit any further right to recall and shall be notified in writing that their employment has been terminated **unless mutually agreed to by the Division and the Union.**

ARTICLE 13 – HOURS OF WORK

- 13.01 School Secretarial staff, Library Clerks, and Educational Assistants shall work up to seven (7) consecutive hours per day, Monday through Friday inclusive. The normal full time shifts for an Educational Assistant is at least five and one-half (5½) hours per day or twenty-seven and one-half (27½) hours per week.
- 13.02 Custodians, Assistant Custodians, Mechanic, Assistant Mechanic, and Maintenance Personnel shall work up to eight (8) hours per day, Monday through Friday inclusive.
- 13.03 Computer Technicians shall work at least seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week.
- 13.04 Financial Assistants shall work at least seven (7) hours per day or thirty-five (35) hours per week.
- 13.05 Bus drivers shall work those hours as required to properly service their route and to maintain cleanliness of the bus.
- 13.06 In the event the Division wishes to change an employee's hours of work, the Division shall notify the Union prior to any change and shall meet with the Union to discuss the contemplated change.
- 13.07 **Employees who work less than five and one-half (5½) hours per day shall be entitled to one (1) fifteen (15) minute rest period. Employees who work five and one-half (5½) hours per day or more shall be entitled to two (2) fifteen (15) minute rest periods.**
- 13.08 Unpaid meal periods shall be set by the Division, and **shall** not be less than one-half (½) hour and **shall not be** more than one (1) hour in duration.
- 13.09 An employee **shall** not incur loss of regular pay when an employee has been approved to work with **an extra-curricular or co-curricular activity**.
- 13.10 All school year employees shall work only the days determined by the Division. Unless required by the Division, employees shall not work administrative or in-service days.
- 13.11 All school year employees will be issued a summary of work days and statutory holidays at the start of each school year.
- 13.12 **12-month employees who request to work a varied workweek during the normal summer school closure, agreed to and implemented by**

the Division, shall not result in overtime costs nor any other additional salary costs.

ARTICLE 14 – OVERTIME

- 14.01 No overtime shall be worked or paid without the authorization of the **Superintendent CEO** or designates.
- 14.02 Attendance at all required approved staff meetings shall be compensated at the employee's regular hourly rate.
- 14.03 When an employee is directed to work beyond their normal work day, all hours worked over eight (8) consecutive hours shall be considered as overtime and shall be paid at one and one-half times (1½ x) the employee's hourly rate.

When an employee is directed to work on a statutory holiday, the employee will be paid at one and one-half (1½) **their** regular rate of pay for all hours worked on the statutory holiday as well as **their** regular statutory holiday pay or another day off in lieu of pay.

Any hours over forty (40) hours per week shall be paid as overtime and shall be paid at one and one-half (1½) times the employee's hourly rate.

- 14.04
 - a) An employee called back in or scheduled to work after their regular working hours, shall be paid a minimum of three (3) hours at the applicable rates wherever there is a break between the employee's regular workday and the work the employee has been called back or scheduled to do.
 - b) An employee assigned or called out for additional work shall be compensated at straight time for all time worked up to eight (8) hours per day and at overtime rates thereafter.

ARTICLE 15 – PAID HOLIDAYS

- 15.01 All **calendar year** employees shall have the following holidays at their regular rate of pay:

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

and any statutory holiday as proclaimed by the Province of Manitoba or the Government of Canada.

and any statutory holiday as proclaimed by the Province of Manitoba, or **any statutory holiday(s) proclaimed by the Government of Canada that are listed in the school holiday regulation to *The Public Schools Act*.**

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.

15.03 When a paid holiday occurs on a 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 In order to qualify for payment for the above holidays, the employee must have worked the regular work day immediately preceding and immediately following the holiday; exceptions to this being an absence due to vacation, compassionate leave or illness.

Ten (10) month employees, in order to qualify for the **July 1st** holiday, must have worked the last regular work day of June; exceptions to this being an absence due to vacation, compassionate leave or illness. These employees do not qualify for **Terry Fox Day**.

15.05 It is understood statutory holiday pay for **nine (9)** statutory holidays (not including **Terry Fox Day and Labour Day**) forms part of the calculation of Bus Drivers pay.

ARTICLE 16 – VACATION

16.01 Calendar-Year Employees

a) Annual vacation with pay shall be granted as follows:

i) upon start of continuous service two (2) weeks;

ii) upon start of three (3) years of continuous service three (3) weeks;

iii) upon start of eight (8) years of continuous service four (4) weeks;

- iv) upon start of eighteen (18) years of continuous service five (5) weeks.
- b) Upon start of fifteen (15) years of service, an employee shall be entitled to five (5) additional days for that vacation year only.
- c) An employee who has completed twenty-five (25), thirty (30), or thirty-five (35) years of service shall be entitled to five (5) additional days of vacation in those respective years.
- d) Where a general holiday falls within an employee's annual vacation an additional vacation day shall be scheduled in lieu of the holiday.
- e) Calendar year employees shall be allowed to schedule at least one (1) week vacation per vacation year during July, August, Christmas and Spring Break.
- f) 16.01 a) is prorated if an employee leaves the employ of the Division or if they work less than full time. If an employee leaves the Division and has taken their full allotment of vacation before they have worked a full year, the Division will reconcile the amount of the last pay cheque.

16.02 School-Year Employees

Employees shall be entitled to a vacation payment on each pay, based on the employee's regular pay exclusive of overtime as follows:

- a) Four percent (4%) vacation pay;
- b) upon start of three (3) years of continuous service, six percent (6%) vacation pay;
- c) upon start of eight (8) years of continuous service, eight percent (8%) vacation pay;
- d) upon start of eighteen (18) years of continuous service, ten percent (10%) vacation pay.
- e) upon start of fifteen (15) years of continuous service, an employee shall be entitled to an additional two percent (2%) vacation pay, for that vacation year only.
- f) an employee who has completed twenty-five (25), thirty (30), or thirty-five (35) years of service shall be entitled to an additional two percent (2%) of vacation pay, in those respective years.

- g) 16.02 a) is prorated if an employee leaves the employ of the Division or if they work less than full time. If an employee leaves the Division and has taken their full allotment of vacation before they have worked a full year, the Division will reconcile the amount of the last pay cheque.
- 16.03 An employees' vacation entitlement shall be calculated as to the number of years of service on June 30th of each year.
- 16.04 New employees with less than one (1) year of service in the preceding vacation year (July 1 – June 30) shall receive vacation with pay calculated on the basis on one (1) day of vacation for every twenty-six (26) days worked.
- 16.05 When an employee qualifies for sick leave involving hospitalization, except for elective surgery, during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a time mutually agreed upon between the employee and the Division.
- 16.06 If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon between the employee and the Division.

ARTICLE 17 – SICK LEAVE

- 17.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Worker's Compensation Act*.

For absences of ten (10) consecutive days and longer, medical information shall include:

- 1. Prognosis/anticipated duration of illness;**
- 2. Any restrictions/modifications to the duties needed to return to work;**
- 3. The treatment/recovery plan (if applicable) that the employee is receiving;**
- 4. Anticipated return to work to full duties.**

- 17.02 Suspected abuses of sick leave provisions may be investigated and proven instances will result in severe disciplinary action.
- 17.03 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 17.04 All employees shall earn sick leave credits at the rate of one (1) day per ten (10) days worked to a maximum of **twenty-four (24)** days per year. Unused sick leave days may accumulate from year to year but shall not exceed a total of one hundred and thirty (130) days. **Sick leave used under Article 17 shall be deducted from an employee's total accumulation earned.**
- 17.05 An employee may be required to produce a certificate from a duly qualified physician for any illness, certifying that such employee is unable to carry out their duties due to illness.
- 17.06
- a) Employees must notify the Principal or **immediate Supervisor** prior to 8:00 a.m. on the day they are unable to report for work due to illness, and must also notify the Principal or **immediate Supervisor** prior to returning to work.
 - b)
 - i) Bus Drivers shall notify the Transportation Supervisor at least one (1) hour before the normal start of the bus driver's run on the day they are unable to report for work due to illness and must notify the Transportation Supervisor prior to returning to work.
 - ii) In the event of being unable to work due to illness, bus drivers shall be responsible for arranging for a spare driver and notifying the Transportation Supervisor at or prior to the start of the run. Should the bus driver be unable to arrange for a spare driver, after reasonable attempts to do so, or is unavailable due to an emergency (i.e., hospitalization), the bus driver shall notify the Transportation Supervisor within the time frame noted in i) above.
- 17.07 Employees returning to work following a lengthy illness must submit a doctor's certificate stating that the employee is able to return to their regular duties.

- 17.08 An employee prevented from performing their regular work with the Division on account of an occupational accident that is covered by *The Workers' Compensation Act* shall receive from the Division the difference between the amount payable by the Workers' Compensation Board and the rate of pay of their classification. Such difference paid by the Division shall be deducted from the employee's sick leave accumulation and shall cease when the sick leave accumulation is exhausted.
- 17.09 The Division shall register the Sick Leave plan with the Employment Insurance Commission for premium reduction purposes. The five-twelfths (5/12) of the difference between the standard Employer premium rate and the reduced premium rate shall be paid to the Union. Payment shall be made each April.
- 17.10 **The Division and the Union agree that an employee collecting income replacement benefit from WCB or MPI must integrate and coordinate the income replacement benefit to ensure that total benefits does not exceed one hundred percent (100%) of net salary.**

ARTICLE 18 – LEAVE OF ABSENCE

18.01 General Leave

An employee may be granted leave of absence without pay for personal reasons if:

- a) they request it in writing from the **Division**, and
- b) the leave does not interfere unduly with the operations of the Division. In emergency situations, leave may be granted through verbal notification **followed in writing**.

18.02 Maternity/Parental/Adoptive Leave

Employees shall be entitled to Maternity/Parental/**Adoptive** leave as enunciated in *The Employment Standards Code*. **Employees requesting maternity leave must give the Division at least four (4) weeks' written notice before the leave. They must also provide a medical certificate indicating the estimated date of delivery.**

An employee shall be granted one (1) day's leave with pay to attend the needs directly related to the adoption **and/or the delivery** of **their** child. At the employee's option, such leave shall be granted on the day or on the day following the adoption **and/or delivery** or such other day as may be mutually agreed.

Should an employee wish to end their leave early, the employee shall provide one (1) month of notice.

18.03 Jury/Court Witness Duty

Leave of absence with pay shall be granted to an employee who is required to attend jury duty, or where an employee is subpoenaed as a witness in a legal proceeding other than a legal proceeding occasioned by the employee's private affairs.

If an employee receives any fees or stipend for being a witness or juror, they shall give same to the Division excluding any amount to which is for reimbursement of expenses paid them for being a witness or juror.

18.04 Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, conferences, or schools shall be allowed leave of absence with pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies, and any labour organization with which the Union is affiliated. The Union will reimburse the Division for all salary and benefits for all leaves under this article.

18.05 Bereavement Leave

Employees shall be entitled to bereavement leave of the following days at their regular straight time in pay in the event of:

a)	Death of an immediate family member as per Article 2.07	5 days
b)	Death of an employee's brother, sister, grandparents, grandchild, brother-in-law, sister-in-law	3 days
c)	Death of an employee's niece, nephew, aunt, or uncle	1 day
d)	To attend the funeral as a pallbearer or eulogist	1 day

The **Division** recognizes that situations may arise where additional leave of absence may be required. In such cases the **Division** will consider the request of the employee on application of the employee in writing.

18.06 Family Medical Leave

Each employee shall be entitled to up to, but not exceeding, five (5) days in any school year, family medical leave to attend to the emergency

illness, or injury or medical appointment of his or her immediate family. Employees shall make every effort to schedule medical appointments outside school hours. Where medical appointments can only be taken during school hours, family medical leave shall be granted. Such family medical leave shall be counted against the employee's accumulative sick leave.

18.07 Graduation Leave

Employees will be allowed up to one day's (1) paid leave to attend their personal graduation, the high school and post-secondary ceremony of their child, step-child, spouse, or legal ward.

18.08 Interpersonal Violence Leave

Employees who are victims of interpersonal violence may be entitled to take a leave from work. Interpersonal violence includes domestic violence, sexual violence, and stalking.

Entitlement to such leave will be subject to the provisions of *The Employment Standards Code*.

18.09 Compassionate Care Leave

Compassionate care leave gives employees the opportunity to take up to twenty-eight (28) weeks of unpaid leave to care for or support a critically ill family member who has a significant risk of death within the next twenty-six (26) weeks.

Entitlement to such leave will be subject to the provisions of *The Employment Standards Code*.

Where possible, the employee shall provide the Employer with at least one pay periods' notice of the request for the leave and provide their employer with a doctor's certificate as soon as possible.

18.10 Paid Personal Day

Employees shall receive one (1) paid personal day per year pro-rated based on the employee's hours of work per day. Leave requests must be submitted at least five (5) days in advance of the requested leave, whenever possible. Leaves shall be approved by the School Division. Personal leave is subject to the availability of relief staff. Personal leave may not be accessed on scheduled administrative, professional development, or parent/Teacher days, unless a special

exemption is granted by the School Division. No unreasonable request will be denied.

18.11 "Extra-curricular activities" mean student-related athletic, social, recreational, and cultural activities, occurring outside the normal school day.

- a) Where a CUPE member participates in extra-curricular activities for fifty (50) hours in any given school year, they shall be granted one (1) day of extra-curricular leave.
- b) The extra-curricular leave day with pay will be granted upon verification of hours by the school principal or designate.
- c) Extra-curricular leave shall not be used to extend summer vacation.
- d) Where a CUPE member accumulates between twenty-five (25) and forty-nine (49) extra-curricular hours in one (1) school year (1st year), these hours will be carried forward into the following school year (2nd year).

The staff member can use any extra-curricular hours accumulated in the second (2nd) year to the carried forward amount from the first (1st) year to reach fifty (50) hours.

ARTICLE 19 – PAYMENT OF WAGES AND BENEFIT PLANS

- 19.01 The employee's share of annual premiums shall be deducted in equal amounts from each pay for all participants.
- 19.02 Unless otherwise excluded, all employees shall participate in the plans and in accordance with the terms and conditions.
- 19.03 The **Division** shall pay salaries and wages monthly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each payday, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. All employees shall be paid by direct deposit.

Employees shall be paid on the 15th and the last teaching Friday of the month. Should the 15th be a non-working day, the payday shall be moved to the preceding Friday.

For 12-month employees, during July and August they shall be paid on the 15th and the last working Friday of the month. Should the 15th be a non-working day, the payday shall be moved to the preceding Friday.

19.04 Employees shall advance to the next step on the salary schedule after one (1) full year of continuous service, i.e., the anniversary date of employment.

19.05 Employees assigned to and/or performing noon hour supervision will be paid for all time worked at the Educational Assistant rate of pay or their normal rate of pay, whichever is higher.

19.06 Payment for Courses

- a) If an employee takes a Division requested course outside of the normal working hours and if the course is relevant to the employee's employment, the Division shall reimburse the employee for the tuition fee, upon successful completion of the course.
- b) The Division shall grant leave, with pay, to employees writing **Division approved** examinations to upgrade employment qualifications.

19.07 Long Term Disability

The Employer agrees to administer a Long Term Disability Plan as selected by the Union with the employees paying one hundred (100%) percent of the premium. All premiums shall be paid by the employee through payroll deduction.

19.08 Group Life Insurance Plan

The Employer will continue to administer the group life insurance plan as per current practice.

ARTICLE 20 – PERSONNEL FILE

20.01 The Division shall maintain one (1) personnel file for an employee. An employee may, at a mutually agreed time, review their personnel file after submitting a prior written request to the **Superintendent CEO** and/or Secretary Treasurer.

20.02 A Division representative will be present when the employee is reviewing their personnel file. The employee has the right to be accompanied by a Union representative.

- 20.03 The employee may **request** a copy of any documents contained in the file. At the discretion of the Division such copies may be at the employee's expense.
- 20.04 When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to **solely** indicate that its contents have been read. The employee shall have the right to place their own comments in a space provided on the form, or append thereto as necessary, prior to them signing. The employee will receive an exact copy of the performance assessment.

ARTICLE 21 – SAFETY

- 21.01 **The Division and Union recognize the duties and responsibilities of the Employer, Supervisors, and employees under *The Workplace Safety and 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 co-operatively within this legislated mandate.**

ARTICLE 22 – CONTRACTING OUT

- 22.01 The Employer agrees that no employee shall lose their employment through the Employer contracting out work presently performed by the employees.

No CUPE position will be eliminated due to contracting out work. Vacant job positions that have been advertised and unsuccessful in recruiting may be filled by contracting out the work temporarily. The Division will advertise on the PWSD website thereafter until the position is filled.

ARTICLE 23 – EXPENSES

- 23.01 The Board will provide **five (5)** shirts and **five (5)** pants for the maintenance employees per year.

23.02 The Division shall reimburse Maintenance and Mechanic employees for the purchase of necessary new tools or equipment required for the job up to **three hundred fifty dollars (\$350.00)** per year provided that receipts are submitted.

23.03 The Employer shall pay a **boot allowance** in the amount of **three hundred fifty dollars (\$350.00)** every year for Maintenance and Mechanic employees. **Employees are to submit their receipt to the Division for reimbursement for their expenses.**

23.04 If the Division requires maintenance employees to have a cell phone, the Division will provide.

23.05 Plug-In Allowance

Bus Drivers shall be reimbursed a plug-in allowance of two hundred dollars (\$200.00) per year.

23.06 Bus Washing Allowance

Bus Drivers shall be reimbursed a bus washing allowance of two hundred dollars (\$200.00) per year.

ARTICLE 24 – STRIKE OR LOCKOUT

24.01 The Board shall not declare or cause a lockout of employees during the term of this Collective Agreement.

24.02 The Union shall not declare or authorize a strike of its members during the term of this Collective Agreement.

24.03 The Board shall not refuse to reinstate those employees who refuse to work as a result of a legal strike or lockout, if and when a Collective Agreement is concluded. This provision is subject to the requirements of *The Labour Relations Act*.

24.04 The Board shall have cause to discharge any employee or group of employees who advocate or engage in any kind of illegal strike or slow down, or other illegal stoppage, partial or total, during the term of this Agreement.

ARTICLE 25 – NEW BARGAINING UNIT CLASSIFICATIONS

- 25.01 When a job not covered in **Schedule "A"** is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Division and the Union. If the parties are unable to agree on the classification or rate of pay of the job in question, such dispute shall be submitted to **the grievance procedure as per Article 8** and arbitration.

ARTICLE 26 – RESIGNATION

- 26.01 Where an employee wishes to resign, they shall give the Division notice in writing, at least two (2) weeks in advance of their last regular work day, specifying the last day they will be at work.
- 26.02 The effective date of resignation shall be the last day the employee performs regular duties at the place of work.

ARTICLE 27 – CONTRACTUAL DISCRIMINATION

- 27.01 All provisions in the Agreement have been negotiated in good faith with the specific understanding that the provisions and their administration contain no elements of discrimination. In the event that any of the provisions are deemed to be: discriminatory, the parties will negotiate the necessary adjustments to ensure there is no increased cost to the Division nor the Union.

ARTICLE 28 – TERM OF AGREEMENT

- 28.01 This agreement shall be binding and remain in effect from July 1, **2022** to June 30, **2026** and shall continue from year to year thereafter unless either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, or such later date as mutually agreed.

SIGNED this 29th day of May, 2025.

ON BEHALF OF THE EMPLOYER:
PARK WEST SCHOOL DIVISION

J. Szosulak
Heather DeCruz

ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3037

[Signature]
[Signature]

AM2IGW.ppt  C0PE45:
26 May 2025

**LOCAL 3037
PARK WEST SCHOOL DIVISION**

SCHEDULE "A"

	JULY 1 2022	JULY 1 2023	JULY 1 2024	JULY 1 2025
GENERAL INCREASE	2.0%	2.0%	3.25%	3.25% + mkt adj

Wage Adjustment					\$0.60
EDUCATIONAL ASSISTANTS					
Level A	Start	19.59	19.99	20.64	21.91
	Step 1	19.94	20.34	21.00	22.28
	Step 2	20.36	20.77	21.44	22.74
	Step 3	20.75	21.16	21.85	23.16
EDUCATIONAL ASSISTANTS					
Level B	Start	20.42	20.83	21.51	22.80
	Step 1	20.83	21.24	21.94	23.25
	Step 2	21.23	21.65	22.35	23.68
	Step 3	21.62	22.06	22.77	24.11

Wage Adjustment					\$0.60
SCHOOL LIBRARIANS					
	Start	20.21	20.61	21.28	22.57
	Step 1	20.53	20.94	21.62	22.93
	Step 2	20.81	21.22	21.91	23.23
	Step 3	21.08	21.51	22.20	23.53
	Step 4	21.38	21.81	22.52	23.85

Wage Adjustment					\$0.60
SCHOOL SECRETARIES					
	Start	21.57	22.00	22.72	24.06
	Step 1	21.92	22.36	23.08	24.44
	Step 2	22.19	22.63	23.36	24.72
	Step 3	22.48	22.93	23.68	25.05
	Step 4	22.80	23.25	24.01	25.39

Wage Adjustment					\$0.35
COMPUTER TECHNICIANS					
	Start	29.62	30.21	31.20	32.56
	Step 1	30.13	30.73	31.73	33.11
	Step 2	30.68	31.30	32.31	33.71
	Step 3	31.29	31.92	32.95	34.37

Wage Adjustment					\$0.85
MAINTENANCE					
Class 1		16.23	16.55	17.09	18.50
Class 2		26.18	26.71	27.58	29.32
Class 3		31.12	31.74	32.77	34.69

	JULY 1 2022	JULY 1 2023	JULY 1 2024	JULY 1 2025
GENERAL INCREASE	2.0%	2.0%	3.25%	3.25% + mkt adj

Wage Adjustment				
				\$0.70
CUSTODIANS				
Head Custodian	21.13	21.56	22.26	23.68
Assistant Custodian	17.66	18.01	18.59	19.90

Wage Adjustment				
				\$0.85
MECHANICS				
Head Mechanic	31.14	31.76	32.80	34.71
Assistant Mechanic	26.84	27.37	28.26	30.03

Wage Adjustment				
				\$0.62
BUS DRIVERS				
Base Rate	1708.23	1742.40	1799.03	1919.50
Extra-Curricular Hourly Rate	20.57	20.98	21.67	22.37
KM Rate after 98 km on regular route	0.2214	0.2259	0.2332	0.2408

Wage Adjustment					
				\$1.00	
FINANCIAL ASSISTANT					
	Start	28.06	28.62	29.55	31.51
	Step 1	28.42	28.99	29.93	31.90
	Step 2	28.68	29.26	30.21	32.19
	Step 3	29.00	29.58	30.54	32.53
	Step 4	29.29	29.88	30.85	32.85

Base rate is based on four (4) hours per day.

Wheelchair Allowance

Bus drivers who drive a wheelchair bus and transport students who are confined to a wheelchair on a daily basis shall be paid **seventy-five dollars (\$75.00)** per month.

LETTER OF UNDERSTANDING
BETWEEN
PARK WEST SCHOOL DIVISION
AND


CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3037

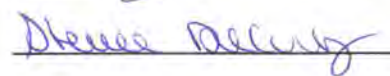
RE: PENSION PLAN

The Park West School Division hereby agrees that in the event that the provincial government implements an education sector defined benefit pension plan, the Park West School Division agrees to meet with the local Union to consult and discuss.

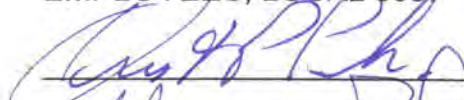
SIGNED this 28th day of May, 2025.

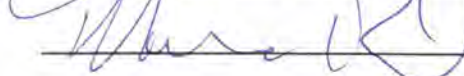
ON BEHALF OF THE EMPLOYER:
PARK WEST SCHOOL DIVISION





ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3037





RETROACTIVITY

Retroactivity will apply to all current employees and any employee that has left the employ during the duration of the collective agreement. If a former employee has moved, and the Division is unaware of their new address, it will be the former employee's responsibility to contact the Division to inform them their new address by **August 31, 2025**. After **August 31, 2025**, the former employee will no longer be eligible for retroactivity.

AMSGW ont  GORE491
25 May 2025

LETTER OF UNDERSTANDING
BETWEEN
PARK WEST SCHOOL DIVISION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3037

RE: AMENDMENT TO ARTICLE 11.05 EDUCATION ASSISTANT ASSIGNMENT
PROTOCOL

Whereas Article 11.05 be amended to reflect the current practice of how Educational Assistants are assigned to positions for the upcoming school year as agreed by all parties:

11.05 Education Assistant Assignment Protocol

- a) **On April 15th Educational Assistants will receive a form: Letter of Intent. Educational Assistants have the option to fill out the form and return to the Director of Students Services by May 5th. The Educational Assistant Letter of Intent is non-binding on the part of the employee or Park West School Division. Letters of hire will be mailed to the Educational Assistants prior to June 30th.**
- b) Educational Assistants will be assigned to anticipated positions in consideration of the following factors: assignment in the current school year, qualifications, experience, ability, skills, and seniority;
- c) Upon placement for the upcoming school year, the employee will be advised in writing of the start date, anticipated end date, required working days, and hours of work. Those employees placed prior to the end of the current school year will receive a letter prior to June 30th. The employee will be given as much notice as possible of any changes that may occur subsequent to the assignment;
- d) An Educational Assistant who is offered a position by the Division and who chooses to decline the position shall, within five (5) days, provide the Division with written reasons as to why they are declining the position.

If the reasons that the Educational Assistant is declining the offered position is:

- i) the position is more than forty (40) kilometers from the employee's previous job site; or
- ii) is a reduction of more than .5 of a full time equivalency (.5 FTE) of the employee's former; or
- iii) other reasons acceptable to the Division;

the employee shall have the right to decline the position and Article 12.03 c) shall apply.

Should the reasons given be other than those listed above, the employee will be deemed to have terminated their employment as an Educational Assistant with the Division. The Division will provide written notification to the employee regarding termination of the employee's employment as an Educational Assistant.

This clause will not apply to an Educational Assistant who has already been transferred once from one job site to another during the life of this Collective Agreement.

- e) An Educational Assistant who is not placed by September 30th shall be deemed to be laid off and shall be placed on the recall list for a period of fifteen (15) months.
- f) The Division agrees not to advertise for outside applicants until such time as all current employees have been placed in accordance with the foregoing.

SIGNED this 28 day of May, 2025.

ON BEHALF OF THE EMPLOYER:
PARK WEST SCHOOL DIVISION

[Signature]

[Signature]

ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3037

[Signature]

[Signature]