

**COLLECTIVE AGREEMENT**

**BETWEEN:**



**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1719**

**(Educational Assistants)**

**- AND -**

**TURTLE MOUNTAIN SCHOOL DIVISION**

***TERM OF AGREEMENT:***

**JULY 1, 2011 TO JUNE 30, 2015**

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**ARTICLE 1 - PREAMBLE**

THIS AGREEMENT made

BETWEEN                   TURTLE MOUNTAIN SCHOOL DIVISION  
(hereinafter referred to as the 'Division')

OF THE FIRST PART

AND                   CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1719                   (Educational Assistants)  
(hereinafter referred to as the 'Union')

OF THE SECOND PART.

1:01 This agreement covers all employees as outlined by Manitoba Labour Board certificate number 4207 as issued by the Manitoba Labour Board and/or as listed in Schedule A.

**ARTICLE 2 - RECOGNITION & NEGOTIATION**

2:01 The Division has the right to operate the School and to direct the staff covered by this Agreement as it may deem necessary for the most effective use of its facilities insofar as it is consistent with this agreement. Such operation and direction includes the right to hire, suspend, or discharge for just cause; to assign to jobs; to classify; to promote; to transfer or reorganize staff, both permanent and temporary; and to determine the necessary service, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through grievance and arbitration procedure.

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

2:02 The Division or anyone authorized to act on its behalf approves and recognizes the Turtle Mountain School Division 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 to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

2:03 No employee within the Bargaining Union shall be required or permitted to make written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

**ARTICLE 3 - NO DISCRIMINATION**

3:01 The Union and the Division agree that there shall be no discrimination against any employee by reason of membership or non-membership in the Union or in accordance with the Human Rights Act.

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

4:01 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.

4:02 Deductions shall be made from each month and shall be forwarded to the Secretary-Treasurer of this Union not later than the 15th day of the next month, along with a list of employees from whom deductions have been made.

4:03 The Union agrees to and does hereby indemnify and save the Board harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Board by reason of the Division making the deduction of union dues as provided in Article 401.

4:04 The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

**ARTICLE 5 - LABOUR MANAGEMENT COMMITTEE**

5:01 The parties hereto agree to a joint committee being set up to deal with such matters of mutual concern as may arise from time to time in the operation of the School Division.

5:02 The Committee shall be composed of equal representation from the School Division and Local Union with total representation not to exceed four (4) members. The Local Union Committee may at any time have representation from the Canadian Union of Public Employees. The Division may at any time have representation from its Association or other advisors.

5:03 The Committee shall meet as and when required upon the request of either party.

5:04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any committee of the Union or of the School Division and does not have the power to bind either the Union or its members or the School Division to any discussions or conclusions reached in their discussions. The Committee may make recommendation to the Union and the School Division with respect to its discussions and conclusions.

## **ARTICLE 6 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### 6:01 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

### 6:02 Function of Bargaining Committees

All matters pertaining to rate of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### 6:03 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Division may at any time have the assistance of representatives of its Association or advisors.

### 6:04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the next regular board meeting after the request has been given unless otherwise mutually agreed by both parties.

### 6:05 Time Off for Meeting

A representative of the Union Bargaining Committee who is in the employ of the Division shall have the right to attend negotiating meetings with the Division held within working hours and shall be without loss of remuneration.

## **ARTICLE 7 - RESOLUTIONS & REPORTS OF BOARD**

7:01 Copies of all resolutions adopted by the Division which affect this agreement shall be forwarded to the Secretary of the Union.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8:01 The Division acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the Division.

8:02 Should a dispute arise between the Division and employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or should an allegation be made that this Agreement has been violated, or should any dispute arise, an earnest effort shall be made to set out the dispute in the following manner:

Step 1 - All grievances shall be submitted to the Chairperson of the union grievance committee within ten (10) working days of the alleged incident. 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 employee's return to work.

Step 2 - If the grievance committee of the union considers the grievance to be justified, the employee concerned together with their steward or member of the grievance committee shall within fifteen (15) working days of the alleged incident submit the grievance to the employee's supervisor.

Step 3 - Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Grievance Committee, will submit to the Secretary-Treasurer of the Division, a written statement of the particulars of the complaint and redress sought. The Secretary-Treasurer of the Division shall declare the Employer's position and render a decision within ten (10) working days after receipt of such notice.

Step 4 - Failing agreement being reached in Step 3, application may be made to the Division in writing through the Secretary-Treasurer of the Division, stating the grievance concerned, and a hearing shall be granted within 15 working days after the next regular meeting of the Division following the application.

8:03 Where a dispute involving a question of general application or interpretation occurs, or in cases of discharge or suspension, the Division and the Union may agree to bypass Steps 1, 2, and 3 of this Article.

8:04 Replies to grievances shall be in writing at all stages.

8:05 The Division will supply the necessary accommodation for the grievance meetings.

8:06 The time limits as set out in the various steps may be extended by mutual agreement.

#### **ARTICLE 9 – ARBITRATION**

9:01 Failing satisfactory settlement of a grievance through provisions of Article 8, either party may submit the dispute to arbitration within fifteen (15) working days.

9:02 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to the Agreement. Within five (5) working days thereafter, each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of the appointee. The two so named shall within five (5) working days select a third person to act as Chairperson of the Board of Arbitration, but should they not do so within five (5) working days, either party may apply to the Labour Board to appoint a person to act as Chairperson.

9:03 Disqualification of Certain Individuals

No person who has a pecuniary interest in a matter before the Arbitration Board, or who is acting, or has, within a period of one year prior to the date on which notice of desire to submit the matter to arbitration is given, acted as solicitor, counsel, or agent of any of the parties to the Arbitration, is eligible for appointment as a member of the arbitration board or shall act as a member of the arbitration board.

9:04 The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegations and render a decision within ten (10) working days from the time the Chairperson is appointed. The decision of the majority shall be the decision of the Board.

9:05 Decision of the Board

The decision of the Board of Arbitration shall be final, binding and enforceable on both parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board in order to clarify the decision, which it shall do within three (3) working days.

9:06 Expenses of the Board

Each party shall pay:

1. the fees and expenses of the arbitrator it appoints;
2. one-half (½) the fees and expenses of the Chairperson;
3. one-half (½) the expenses of the Arbitration Board for clerical assistance, supplies and rent of a place to meet.

9:07 Amending of Time Limits

The time limit in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

9:08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses or other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Board's premises in order to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 10 - DISCHARGE, SUSPENSION, DISCIPLINE**

10:01 Employees shall be given disciplinary warnings in writing, unless circumstances justify immediate discipline or discharge.

In the event of a claim that an employee has been disciplined, suspended or discharged unjustly, the grievance procedure as in Article 8 shall be followed, except as excluded by Article 11:02. An employee will be disciplined or discharged for just cause only.

**ARTICLE 11 – SENIORITY**

11:01 Seniority is defined as the term of continuous employment with the Division and shall be one of the factors in determining preference or priority for promotion, transfer, demotions, layoffs or recalls. Other determining factors shall be skill, ability and qualifications.

11:02 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, the employee, except in the case of discharge or suspension, shall be entitled to all rights and benefits of this Agreement.

The Employer may extend the probation period another three (3) months if the Division deems it necessary. In such cases, the Division will notify the Union in writing.

11:03 A seniority list shall be sent to the President of the Local by January 30th of each year.

**ARTICLE 12 - PROMOTION AND STAFF**

12:01 When a vacancy occurs or a new position is created inside the bargaining unit, the Division shall post notice of the position in the Division Offices and schools for a minimum of five working days so that all members will know about the vacancy or new position.

12:02 The Employer may advertise outside for any vacancy provided all internal applicants are given first consideration provided they qualify under Article 12:03.

12:03 When choosing an applicant for a vacant position the Division shall base it's decision on the applicants' qualifications and their ability to satisfactorily perform the duties of the

position. If qualifications and ability are equal, seniority shall prevail.

12:04 The Division agrees to notify the Secretary of the Union of all changes in permanent staff, promotions, layoffs, recalls, transfers and new employees.

### **ARTICLE 13 – LAYOFFS AND RECALLS**

13:01 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be retained in order of seniority provided they have the skill, ability and qualifications to perform the required duties.

13:02 In the event of subsequent recalling of employees, skill, ability and qualifications to meet the requirements of the position shall be the main criteria. When skill, ability and qualifications are equal, seniority shall prevail

13:03 An employee on the recall list shall remain on the list for a period of six (6) months. After the six (6) months period, the employee will lose their seniority and their employment relationship with the Division will be terminated.

### **ARTICLE 14 - HOURS OF WORK**

14:01 Normal hours of work for all Educational Assistants covered by this Agreement shall be Five and three-quarters (5  $\frac{3}{4}$ ) hours per day. Specifically assigned, up to seven and one-half (7 $\frac{1}{2}$ ) hours per day.

14:02 All employees shall be permitted a ten (10) minute rest period in the first half and the second half of any full shift worked.

14:03 Provisions will be made for a forty (40) minute lunch break for those employees working greater than five (5) hours per day.

### **ARTICLE 15 - OVERTIME**

15:01 Overtime shall not be performed or paid for unless authorized by the employee's immediate supervisor and according to Article 15:02.

15:02 Time and one-half (1 $\frac{1}{2}$ ) will be paid for all time worked over the seven and one-half (7 $\frac{1}{2}$ ) hours per day or thirty seven and one-half (37 $\frac{1}{2}$ ) hours in any one week for all employees.

15:03 All employees shall be entitled to approved banked overtime at their option, in lieu of pay to a maximum of two (2) days (of their regularly scheduled shift), to be taken at a time mutually agreeable to the employee and supervisor. All additional overtime will be paid out. This banked time must be used in the school year in which it was earned.

**ARTICLE 16 – HOLIDAYS**

- 16:01 Employees shall have the following holidays at their regular rate of pay provided they meet the requirements of the Employment Standards Act: New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and any other day proclaimed as a holiday by the Federal or Provincial Governments.
- 16:02 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.
- 16:03 An employee who is not scheduled to work on the above holiday shall receive holiday pay equal to one day's pay plus time and one-half for any hours worked on that day.
- 16:04 When any of the above noted holidays falls on an employees scheduled day off the employee shall receive another day off with pay at a time mutually agreed upon with the supervisor.
- a) In addition to the above with reasonable notice to the principal, employees will be granted two (2) days (of their regularly scheduled shift), of paid personal leave per year.
  - b) Employees may not be allowed to take this leave on Professional Development days.
  - c) Leave not taken in a) above shall not be accumulated.

**ARTICLE 17 – VACATIONS**

17:01 Employees hired on a ten (10) month or less per year basis shall be paid on each pay cheque vacation pay allowance as follows, based on January and June increments only:

1)	0 to .99 year	4%
2)	1.00 to 7.99 years	6%
3)	8.00 to 14.99 years	8%
4)	15 years or more	10%

January and June Increments only

**ARTICLE 18 - SICK LEAVE PROVISIONS**

18:01 Sick/Medical Leave Defined

Sick/medical 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 not payable for an injury received while gainfully employed at another job for which there is or would normally be eligibility for Workers Compensation benefits.

18:02 Amount of Sick Leave

Sick leave to be granted to regular employees and regular part-time employees at a rate of two (2) days per month worked to a maximum of one hundred twenty (120) days.

The number of days an employee is on sick leave with pay shall be deducted from their accumulated sick leave with pay entitlement.

An employee may regain any sick leave which they have used at the rate of two (2) days per month worked to a maximum of one hundred twenty(120) days.

18:03 Proof of Illness

An employee will be required to produce a certificate from a duly qualified practitioner for any illness three (3) consecutive days, or longer, certifying that such employee is unable to carry out their duties due to illness.

18:04 To be eligible for sick leave, employees must report to their immediate supervisor prior to 8:00 a.m. on the day they are unable to report for work due to illness and must also report prior to 8:00 a.m. on the day they are to return to work.

18:05 Employees returning to work following a lengthy illness may be asked to submit a doctor's certificate stating that the employee is able to return to their regular duties.

18:06 Suspected abuses of sick leave provisions will be investigated and proven instances will result in severe disciplinary action and may result in discharge.

18:07 Each employee shall be entitled to use up to five (5) days of accumulated sick leave per year to attend to the illness and injury or medical appointment of that employee's spouse, parents, children or dependents. In the case of child or dependent where both parents are employees within the scope of this agreement, both employees shall not have access to this provision concurrently, except where the said child or dependent is involved in an emergency illness or injury involving hospitalization.

18:08 If an employee is prevented from performing their regular duties with the Employer due to an occupational accident associated with his/her employment, and this accident is recognized by the Worker's Compensation Act as compensable within the meaning of the Act, the Employer agrees to maintain its share of cost of the employee's benefits as if he/she had remained on the job.

**ARTICLE 19 – LEAVE OF ABSENCE**

19:01 An employee shall be granted up to five (5) days bereavement leave without loss of salary in the case of death of a father, mother, sister, brother, son, daughter, wife, husband, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparent, grandchild and other cases at the discretion of the Division.

19:02 An employee may be granted leave of absence without pay if:

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

19:03 One-half day leave may be granted upon request without loss of salary or wages to attend a funeral as pallbearer or mourner.

19:04 Employees shall receive maternity leave, parental and adoption leave as provided in the Employment Standards Act.

19:05 An employee shall be allowed the necessary time off with pay to process Canadian Citizenship Application, upon written request.

19:06 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievances and arbitration procedures excluding union grievance committee meetings.

19:07 Leave of Absence for Union Function

Upon request to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies.

The Board shall, if requested by the Union, continue to pay the employee during periods of leave of absence without pay as if they had remained at work. The Board will then bill the Union an amount equal to the employee's salary and benefits.

19:08 When a member has been legally called to serve on a jury or to appear as a subpoenaed witness in court proceedings, the Division will continue to pay their salary during the time of such proceedings. Further to this, the members agree to submit to the Division any wages received from the courts for their services while in court.

19:09 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request the Employer may allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections. If elected, the leave may be extended.

**ARTICLE 20 – PAYDAYS**

20:01 The Employer shall pay bi-weekly wages in accordance with Schedule A.

**ARTICLE 21 - SAFETY AND HEALTH**

21:01 The Union and the Employer shall co-operate in improving rules and practices which will provide adequate protection to employees.

**ARTICLE 22 - NEW EMPLOYEES**

22:01 The Employer agrees to acquaint new employees with the fact that a union agreement is in effect and all employees must pay union dues by virtue of the Manitoba Labour Board, Certificate No. 4207. The Employer further agrees to provide the new employee with the name of their Union Steward or Representative.

22:02 The Union shall notify the Secretary-Treasurer in writing of the names of its stewards and representatives.

**ARTICLE 23 - BULLETIN BOARDS**

23:01 The Union shall have the right to use Division bulletin boards, with due regard to other users, for the purpose of posting notices of interest to the employees.

**ARTICLE 24 – BENEFIT PLANS**

24:01 Employees shall be eligible to participate in the following benefit plans under the terms and conditions of such plans or as they may be amended from time to time by the trustees of that plan:

- The Manitoba Public Schools Employees Group Life Plan
- The Manitoba School Boards Association  
(M.S.B.A.) Non-Teaching Employees Pension Plan

It is understood between the parties that the employees are responsible for and will continued to be responsible for their portion of all premiums that are currently being paid by such employees.

## **ARTICLE 25 - TERM OF AGREEMENT**

25:01 This Agreement shall remain in full force and effect and be binding on the parties hereto commencing on July 1, 2011 and up to and including June 30, 2015 and shall continue from year to year thereafter subject to revision upon notice being given as hereinafter provided.

25:02 If either party to this agreement desires to renew, revise or terminate this agreement, then not less than thirty (30) days or more than ninety (90) days prior to the expiry date such party shall give written notice to the other party of their intent, together with the details of the items to be negotiated.

Only those matters referred to in the said particulars shall be discussed at such negotiations unless otherwise mutually agreed upon.

Should either party deem it necessary to negotiate changes during the term of this agreement such changes may be made by mutual agreement and shall be covered by letters of understanding.

## **ARTICLE 26 – STORM DAYS**

### 26:01 **Inclement Weather**

In all circumstances where schools are open, employees must make reasonable effort to attend at their school or work site. If, however, due to inclement weather and related travel conditions, an employee is unable to attend, the employee will not be deducted salary for the absence provided that the employee notifies their immediate supervisor or designate that they cannot attend and,

- a) the RCMP has closed the highway(s) within the Division on the employee's normal route to work; and
- b) the School Division has cancelled buses and/or classes or closed schools and work sites.

For clarification, purposes the following will be adhered to in relation to the above:

If the buses are cancelled and the schools are open the following process will be utilized:

- a) Those Educational Assistants who live out of town can choose to attend school or stay home for safety reasons. This decision is to be made by the Educational Assistant. If the Educational Assistant chooses to stay home, she must notify the school administration of her decision.

- b) All Educational Assistants who live in town are expected to attend school. If the Educational Assistant chooses to stay home, she must notify the school administration and take a leave of absence for that day, which may include banked time or if the employee has scheduled days off to trade.
- c) If the RCMP has closed the roads or highways and the school is closed due to inclement weather, then Education Assistants, regardless of if they live in town or out of town, shall not be deducted pay.



**IN WITNESS WHEREOF** the parties have caused these presents to be executed

this 29~~th~~ day of June 2011.

SIGNED ON BEHALF OF  
TURTLE MOUNTAIN SCHOOL DIVISION

  
\_\_\_\_\_  
  
\_\_\_\_\_

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 1719

  
\_\_\_\_\_  
  
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**SCHEDULE A**

<b>Educational Assistants</b>	July 1, 2011 (2.5%)	July 1, 2012 (1.5%)	July 1, 2013 (2.5%)	July 1, 2014 (1.5%)
<b>Non-Certified</b>				
1 <sup>st</sup> year	13.11	13.31	13.64	13.84
2 <sup>nd</sup> year	13.54	13.74	14.09	14.30
3 <sup>rd</sup> year	13.97	14.18	14.53	14.75
<b>Certified</b>				
1 <sup>st</sup> year	14.42	14.64	15.00	15.23
2 <sup>nd</sup> year	14.84	15.06	15.44	15.67
3 <sup>rd</sup> year	15.32	15.55	15.94	16.18

Recognized Training:

Educational Assistants be placed on the above “Recognized Training Scale” for successful completion of the following training:

- Educational Assistant Diploma/Certificate
- Bachelor of Education Degree
- ECE Level 2 or 3
- Diploma/Certificate specific to Special Needs Students

Certified will mean in receipt of a certified program, recognized by Turtle Mountain School Division/CUPE contract, as stated above and delivered by a recognized post-secondary institution.

The anniversary date for recognizing the increment entered under this section shall be the beginning of the fall term of the next school year following successful completion of the course.

<b>Signing Interpreter</b>	July 1, 2011 (2.5%)	July 1, 2012 (1.5%)	July 1, 2013 (2.5%)	July 1, 2014 (1.5%)
Start	18.50	18.78	19.25	19.54
2 <sup>nd</sup> year	19.00	19.29	19.77	20.07
3 <sup>rd</sup> year	19.57	19.86	20.37	20.66
4 <sup>th</sup> year	19.91	20.20	20.71	21.02