



**FIRST
COLLECTIVE AGREEMENT**

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5566**

AND

ST. JOHN BREBEUF SCHOOL

**TERM OF AGREEMENT:
SEPTEMBER 1, 2024 TO AUGUST 31, 2027**

Errors and Omissions Exempted

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PREAMBLE

WHEREAS the primary purpose of the Employer is to foster the Catholic education and development of children within the framework and philosophy of a Catholic environment, rendered directly through the teaching staff and indirectly through the auxiliary staff;

AND WHEREAS the parties further agree that their primary purpose and concern shall be the encouragement of high academic standards and promotion of good citizenship within the framework of the Catholic environment and according to the teachings of the Catholic Church;

AND WHEREAS the parties agree that at all times and under all circumstances first consideration will be given to the promotion of the educational needs of the students at St. John Brebeuf School (hereinafter the "School and/or Employer");

AND WHEREAS in an effort to fulfill the primary purpose in the best interests of the children of the School it is the desire of the parties:

- (a) To maintain and improve harmonious relations between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions in matters pertaining to working conditions;
- (c) To encourage effectiveness and efficiency in operation; and,
- (d) To promote a positive work environment for employees and a positive educational environment for students;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT AND DEFINITIONS

1.01 This Agreement shall apply to all employees of the Employer in the bargaining unit as more specifically set out in Schedule "A" attached to this Agreement.

1.02 For the purposes of this Agreement, the following definitions shall apply;

- (a) **Regular Full-time Employee:** Means an employee who regularly works the full prescribed hours of work per week and who satisfactorily completed the probationary period as per Article 7.
- (b) **Regular Part-time Employee:** Means an employee who is scheduled to work less than the full prescribed hours of work per week on a regular and recurring basis, and who satisfactorily completed the probationary period as per Article 7.

- (c) **Temporary Employees:** Means an employee who is employed to perform a specific job, or for a specific period of time, or until the occurrence of a specific event. A temporary position shall not exceed one (1) school year unless the same is to replace an employee on an approved leave of absence.

If a Temporary Employee becomes a Regular Employee, seniority shall commence from the first day of the last term of temporary employment preceding appointment as a Regular Employee.

- (d) **Casual Employees:** Means an employee who is employed on an irregular and/or unscheduled basis.

Casual Employees shall not be entitled to benefits incorporated in this Agreement. Where a Casual Employee works more than twenty (20) continuous days in the same position, then that employee shall be deemed a Temporary Employee as per 1.02 (c) above.

Casual Employees, who successfully bid for a Regular position and after successful completion of the probationary period as set out in Article 7, shall have their seniority backdated to take into account casual and/or temporary service based on days worked within the last one (1) year period.

- (e) Union dues shall not be deducted from those employees classified as Casual.
- (f) The term "Union" shall mean the Canadian Union of Public Employees, Local 5566.
- (g) The terms "Employer" or "School" shall mean St. John Brebeuf School.

- 1.03 Whenever the gender-neutral (they/them) appears in this agreement, it shall also mean both genders.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.01 This Agreement shall take effect and be binding upon the parties from September 1, 2024 until August 31, 2027 and thereafter until revised or terminated as hereinafter provided.
- 2.02 Should either party desire to amend this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination of this Agreement. Thereafter the parties shall be required to bargain in accordance with *The Labour Relations Act* (Manitoba).

- 2.03 There shall be no strikes, walkouts, or slowdowns on the part of any employee during the term of this Agreement.
- 2.04 There shall be no lockout on the part of the Employer during the term of this Agreement.
- 2.05 This Agreement may be amended during its term by mutual agreement of the parties.
- 2.06 In the event of a written notice of revision or termination to this Agreement having been given by either party hereto, negotiations will be carried on with a view to arranging another Agreement.
- 2.07 During the period of such negotiation this Agreement will be extended automatically and remain in full force and effect, subject to any revisions agreed upon in the negotiations.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for Employees of the Employer as described in Certificate Nos. MLB - 7501 and MLB - 7504, dated June 5, 2024, and July 5, 2024, respectively.
- 3.02 Should a dispute arise concerning whether a particular person comes within the bargaining unit covered by this Agreement, the matter may be submitted by either party to the Manitoba Labour Board for decision.
- 3.03 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when meeting or negotiating with the Employer.
- 3.04 The Union shall notify the Employer, in writing, of the names of their Officers and Stewards within thirty (30) days of their appointment.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Subject to the provisions of this Agreement, the Union recognizes and acknowledges the exclusive right of the Employer to operate, administer and manage the School in all respects, and to make, enforce and alter from time to time, reasonable rules, regulations, policies and practices to be observed by employees. The Union recognizes the exclusive rights of the Employer to Terminate, Suspend or Discipline Employees for just cause.

4.02 Without limiting the generality of the foregoing, the parties acknowledge that the following conditions of employment shall apply to all employees:

- (a) The employee shall exhibit conduct and a way of life that is consistent with Catholic standards;
- (b) The determination of what are Catholic standards shall be the sole right and prerogative of the Diocesan Bishop, and such decisions shall not be reviewable, appealable, or grievable other than through the process set out under subparagraph (c) below; and,
- (c) Breach of this paragraph may constitute just cause for discipline or discharge. Any discipline or discharge imposed by the Employer as a result of such breach may be appealed and/or grieved to the Diocesan Bishop and may not be the subject of a grievance pursuant to the Agreement. If either party is dissatisfied with the decision of the Diocesan Bishop, said decision may be appealed and/or grieved to the Canadian Council of Bishops and then to the Holy Father. In such cases, the Union shall have the right to represent the employee during such proceedings.

4.03 The Employer agrees to exercise its rights reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 5 - DISCIPLINE, DISCHARGE AND ACCESS TO PERSONNEL FILE

5.01 The Employer shall not discipline or discharge any employee, except for just cause.

5.02 Discipline shall be applied uniformly, and disciplinary measures shall be appropriate to their cause and subject to the principle of progressive discipline: (i) verbal warning, (ii) written warning, (iii) suspension, and (iv) termination.

The parties recognize that the application of progressive discipline is flexible. An employee may be initiated into the progressive discipline process at any point, depending on the seriousness of the offence.

5.03 An employee may, at a mutually agreed time, review their personnel file after submitting a written request to the Principal. The employee shall have the right to a photocopy of any item found within their employment file. The Employer will have its representative present when an employee is examining their personnel file. Such request may only be made once per year unless otherwise agreed, such requests not to be unreasonably denied.

- 5.04 Surveillance cameras, any technology, or systems capable of monitoring employees or their work and any other related equipment shall not be used in employee occupied areas without the knowledge of the employees in the area.
- 5.05 Documents contained in the employee's personnel file that are related to disciplinary offences shall be removed after two (2) years from the date of the offence, should there be no repeat of the offence.
- 5.06 Employees shall have the right to a Union representative in any meeting or investigation involving discipline-related matters. The Employer will, at a minimum, verbally advise the employee of this right at the time of the meeting or investigation. For the purposes of this Article, the parties agree that initial questions with an employee about an alleged incident does not constitute an investigation involving discipline-related matters.

ARTICLE 6 - UNION SECURITY AND DUES DEDUCTION

- 6.01 The Employer agrees to the compulsory checkoff of Union dues for all employees covered by this Agreement.
- 6.02 In consideration of the Employer making the compulsory checkoff of Union dues as herein provided, the Union agrees to and does hereby indemnify and save the Employer harmless for all claims, demands, actions and proceeding of any kind and from all costs which may arise or be taken against the Employer by reason of the Employer making the compulsory checkoff of Union dues made by the Employer from the wages of any Employee as provided for in Article 6.
- 6.03 Deductions shall be made from each payroll period and shall be forwarded to the Union not later than the twentieth (20th) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made. Amounts so deducted will be reported annually on the employees' Income Tax slips.
- 6.04 The Union shall notify the Employer in writing, of any change in the amount of dues deduction at least thirty (30) days prior to the expected change.
- 6.05 No employee shall be laid off as a result of the Employer contracting out the work normally performed by that employee.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.01 Every new employee in the non-teaching category shall be placed on probation for a period of five (5) consecutive months of service inclusive of Christmas and spring breaks, but exclusive of summer break.

Every new employee in the Teacher Classification shall be placed on probation for a period of ten (10) months of service, exclusive of summer break.

7.02 During all employees' period of probation, the Employer shall have the right to terminate the employment of the employee without cause and the employee shall have the right to resign without having first given notice to the Employer.

7.03 Upon satisfactory completion of the probationary period, seniority shall be retroactive to the original date of employment.

ARTICLE 8 - SENIORITY

8.01 Seniority within the bargaining unit shall be established upon the completion of the probation period and shall count from the date of employment. Seniority is defined as the length of continuous service since the date of last hire.

- 8.02 Seniority shall be maintained and accumulated during:
- (a) an absence due to sickness or accident for a period of up to twelve (12) months;
 - (b) a vacation or paid holiday or maternity, and/or parental leave;
 - (c) an authorized leave of absence of up to thirty (30) calendar days; and
 - (d) Summer break period.

- 8.03 Seniority shall be maintained but will not accumulate during the following absences:
- (a) while an employee is on layoff for a period of up to twenty-four (24) months;
 - (b) authorized leaves in excess of thirty (30) calendar days; and
 - (c) an absence due to sickness or accident for a period in excess of twelve (12) months but not exceeding eighteen (18) months.

- 8.04 Seniority shall be forfeited and employment deemed terminated for any of the following:
- (a) an employee resigns from employment;
 - (b) an employee is discharged for just cause and not reinstated;

- (c) an employee fails to return to work following an approved leave of absence or suspension without consent of the Employer;
- (d) an employee fails to return to work upon recall in accordance with Article 9; and
- (e) an employee is laid off for a period in excess of eighteen (18) months.

8.05 A seniority list as of September 1st shall be prepared and circulated each year during the month of September to all employees and the Union Representative.

ARTICLE 9 - LAYOFF AND RECALL

9.01 Definition of Layoff

A layoff is defined as a cessation of work or a reduction of hours by an employee implemented by the Employer. In the event of layoff, employees shall be given at least twenty working (20) days' notice of the date on which the employee is to be laid off or in the absence of such notice shall grant pay in lieu thereof. Temporary employees shall be entitled to five (5) days' notice and shall have no right of recall.

9.02 Role of Seniority and Layoffs

Subject to the terms of this Agreement, the parties recognize that job security shall increase in proportion to length of service. An employee about to be laid off may bump a junior employee with less seniority providing the employee exercising the right has, in the judgment of the Employer, the ability, skill, qualifications, and competency to perform the work of the employee with less seniority. If an employee in the teacher classification bumps another employee in the teacher classification, the more senior employee must bump the most junior employee that provides the equivalent hours of work. If there is no work available that provides an equivalent number of hours of work, then the laid off employee may bump the most junior employee that provides the hours of work that are closest to what the employee was laid off from.

9.03 Notice of Layoff and Recall

- (a) Unless legislation is more favourable to the employees, the Employer shall give the employee written notice of the date on which they are to be laid off at least twenty (20) working 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.
- (b) New employees shall not be hired until those laid off have been recalled, provided the employees eligible for recall have, in the judgment of the

Employer, the ability, skill, qualifications, and competency required to perform the available work.

- (c) Employees shall be recalled in order of seniority provided that the employees eligible for recall have the ability, skill, qualifications, reliability, and competency required to perform the available work.
- (d) Notification of recall following layoff shall be sent by e-mail to the last known address of the employee and reasonable attempts will be made to contact the employee by phone at their last known numbers. A recalled employee shall have two (2) working days to advise the Employer if they accept the recall. Upon acceptance, the recalled employee shall have a further ten (10) working days to return to work, unless otherwise mutually agreed upon. Failure to accept recall shall result in forfeiture of seniority and termination of employment.

9.04 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

9.05 In anticipation of seasonal layoffs at the end of the school year, the Employer and the Union shall meet prior to June 15th of each year to advise of the Employer's plans for staffing in the following school year.

9.06 A copy of any layoff letters and recall notifications shall be sent to the Union Representative.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 When a new position is created or there is a vacancy within the scope of this Agreement, the Employer agrees to post a notice of the position in a prominent location in the staff room of the School for a period of not less than five (5) days. In the event a notice is issued during the summer vacation period (July and August), an electronic copy of such notice will be sent to the last known e-mail address of all members of the bargaining unit within the classification where the vacancy exists.

10.02 Such notice shall state the nature of the position, the required knowledge, education, abilities, skills, qualifications, experience, and hours of work. Vacancy notices shall state, "Salary will be as per the terms of the Collective Agreement".

10.03 In selecting an employee for a vacant position, the Employer will consider the ability, skill, competency, experience, and qualifications required in the posting. When in the judgment of the Employer, these criteria are equal, seniority shall prevail. After consideration of these criteria, where two candidates are determined to be equal, then the internal candidate will be given preference.

- 10.04 Any permanent employee moving to a position that has a higher rate of pay or requires different skills and/or abilities to that previously performed shall be considered to be on a trial period in accordance with Article 7 of this Agreement. The trial period may be extended at the discretion of the Employer by a period equal to any period of absence from work by the employee during the trial period. In the event of unsatisfactory performance in their new position during the trial period, the employee shall be returned by the Employer to their former position without loss of seniority and such return shall not be the subject of a grievance.
- 10.05 Where an employee changes classification and it is a promotion, the employee shall be paid at the step in the range nearest to their previous rate of pay that represents a pay increase.
- 10.06 When an employee temporarily replaces another employee in a higher rated position, their rate of pay shall be adjusted to the higher rate of pay for all hours so worked. When an employee is temporarily assigned duties of a lower rated position, they shall maintain the higher salary.
- 10.07 The Employer will provide the lead shop steward in the workplace and the Secretary of CUPE Local 5566 with the name of the successful applicant for positions within the bargaining unit, or any newly hired employee within the bargaining unit within ten (10) working days of an appointment and of all resignations, retirements and deaths of bargaining unit employees.
- 10.08 When the Employer knows there will be a temporary vacancy of more that ninety (90) calendar days, they shall post the position as a vacancy outlined in this Article.
- 10.09 When there is a vacancy that, in the view of the Principal and for the good of the School, must be filled immediately by Casual Employees as defined in Article 1, Casual Employees may be employed until such a time as the position can be filled according to the terms of this Agreement.

ARTICLE 11 - TERMINATION AND SEPARATION

- 11.01 Notice for resignation/retirement shall be the length prescribed by *The Employment Standards Code* (Manitoba).
- 11.02 The Employer will make available, within twenty (20) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Should a dispute arise between the parties regarding the interpretation and application of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Step 1

Through informal discussion between the employee and the Principal of the School.

Step 2

Failing resolution at Step 1, either party may, within twenty-one (21) calendar days of the incident, submit in writing a formal grievance pursuant to this Agreement setting out the incident complained of, the Articles allegedly breached, and the remedy sought. Upon filing, the Union and the Policies and Operation Board Committee Chair shall meet to discuss the grievance. The Employer's Policies and Operation Board Committee Chair shall render a decision within ten (10) calendar days of said meeting.

Step 3

Failing resolution at Step 2, in the case of the Employer the grievance may be referred to arbitration within twenty-one (21) calendar days in accordance with this Agreement. In the case of the Union, it may within twenty-one (21) calendar days of the decision at Step 2, forward the grievance to the Board of Directors of the Employer, for consideration at its next regularly scheduled meeting. The Board of Directors of the Employer shall render a decision within ten (10) calendar days of said meeting. Thereafter, the grievance may be referred to arbitration in accordance with this Agreement.

12.02 Replies to grievances shall be in writing at all stages.

12.03 Where a dispute involving a question of general application or interpretation occurs, the Union shall have the right to initiate a policy grievance and Step 1 of the grievance process may be bypassed. Such grievance shall be filed within twenty-one (21) working days of the event giving rise to the grievance.

12.04 The time limits in the grievance procedure may be extended by the written consent of both parties.

12.05 The Employer agrees to provide to the Grievor and the Union representative(s), where possible, a private room for their own purposes.

ARTICLE 13 - ARBITRATION PROCEDURE

- 13.01 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.
- 13.02 The parties agree that all disputes be arbitrated by a single arbitrator. Where the parties cannot agree on an arbitrator within ten (10) working days of the request received pursuant to Article 13.01, either party may request an arbitrator be appointed by the Manitoba Labour Board in accordance with section 114 of *The Labour Relations Act* (Manitoba).
- 13.03 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.
- 13.04 The parties shall each pay one-half (½) the fees and expenses of the arbitrator.

ARTICLE 14 - EMPLOYEE BENEFITS

- 14.01 Eligible employees shall be enrolled in the Manitoba Catholic Schools Benefit Group Inc. (MCSBG), or the Plan. Employees shall be eligible for pension and employee benefits as they may be offered and altered from time to time by the Plan. All matters regarding said benefits shall be subject to the terms of said Plan or of any successor plan. Under all circumstances, issues regarding benefits shall not be arbitrable pursuant to this Agreement.
- 14.02 Mileage for work purposes shall be paid in accordance with the prevailing mileage rate for Government of Manitoba employees and in all cases must be pre-approved.
- 14.03 All employees shall be covered by *The Workers' Compensation Act*, in accordance with the provisions thereof. No employees shall have his employment terminated as a result of absence from work with a compensable accident.
- 14.04 Service-related benefits (e.g., sick leave, vacation), shall accumulate for up to one (1) year if an employee is in receipt of WCB benefits.
- 14.05 Employees in the bargaining unit that have children attending the School shall receive a fifty percent (50%) reduction in their children's tuition payable to the School, provided that said employees have been employed by the School for a minimum of one full academic year.

Tuition fee reductions will be prorated to the full-time equivalency of the employee. For example, a (0.5) employee shall receive a 25% reduction in their child's tuition.

All fees, other than tuition, will still apply and be payable in full in the ordinary course including, but not limiting the generality of the foregoing, registration and school supplies fees, extracurricular activity fees and lunch supervision fees.

Any employee who receives a reduction in their child's tuition in accordance with Article 14.05 does not receive the additional tuition discount which is accorded to multiple student families. Without limiting the foregoing, the Employer agrees that all bargaining unit employees will have their fees waived for participation in the Before and After School Program.

ARTICLE 15 - ENTIRE AGREEMENT

- 15.01 This Agreement represents the entire agreement between Employer and the employees and replaces any previous agreements that may have existed between the Employer and any one or more employees. No employee shall make a written or verbal employment agreement with the Employer outside of this Collective Agreement.

ARTICLE 16 - HOURS OF WORK

- 16.01 Salaried Employees shall work such hours and at such times as determined by the Principal of the School in consultation with the affected employee.

16.02 Meal Period

Except in cases of emergency or unforeseen similar circumstances, every teacher shall be entitled to an uninterrupted meal period of 30 minutes each school day. Designated employees will be on call during the lunch period to deal with emergencies and unforeseen circumstances. Such duty shall be conducted on an even, rotational basis.

- 16.03 The normal workweek for employees in the Educational Assistant classification shall be, in the case of "full-time" employees, from six (6) to seven (7) hours per day, exclusive of any unpaid breaks and rest periods, said hours to be worked during hours the School is normally open to students and as agreed upon by the Principal of the School and the affected employee. Employees in this classification shall be scheduled to work between one hundred and eighty-five (185) and one hundred and ninety (190) days during the regular school year or such other start and end dates as mutually agreed upon by the parties, and subject to the Employer's right to lay off employees in conformity with Article 9 and any other relevant articles in this agreement.

16.04 The normal workweek for employees in the Clerical classification shall be thirty-seven and one-half (37.5) hours per calendar week, exclusive of any unpaid breaks, said hours to be worked during hours the School is normally open to students and as agreed upon by the Principal of the school and the affected Employee. Employees in this classification shall be scheduled to work one hundred and ninety(190) to one hundred and ninety-six (196) days during the regular school year plus an additional one (1) week immediately following the end of the school year and an additional two (2) weeks immediately preceding the commencement of the school year, or such other start and end dates as mutually agreed upon by the parties, and subject to the Employer's right to lay off employees in conformity with Article 9 and any other relevant articles in this Agreement.

16.05 The Employer agrees to provide teachers with a minimum of six (6) preparation classes per six (6) day cycle with a minimum of thirty (30) minutes per class. Where a teacher is scheduled for less than six (6) such classes, the Employer shall meet with the affected teacher to discuss alternate solutions.

It is agreed that Teacher participation in extracurricular activities during the unpaid meal break shall not require the Employer to provide additional break time.

16.06 All non-teaching employees in the bargaining unit shall be entitled to the following in accordance with the schedule to be determined by the Employer:

- (a) Such employees working more than three (3) consecutive hours - one (1) fifteen (15) minute paid rest break;
- (b) Such employees working more than five (5) consecutive hours shall be entitled to one (1) thirty (30) minute unpaid meal break; and
- (c) Such employees working six (6) or more consecutive hours shall be entitled to the breaks set out in 16.06 (a) and (b).

16.07 Part-time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.

ARTICLE 17 - OVERTIME

17.01 It is the responsibility of each employee to maintain their normal work schedule at a satisfactory stage of completion.

17.02 Non-teaching employees shall be paid one and one-half (1½) times their regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

- 17.03 Non-teacher employees requested by the Principal to return to work outside their regular working hours shall be paid a minimum of three (3) hours at their regular rate of pay.
- 17.04 Overtime work shall not be performed or paid for unless authorized in writing by the Principal.
- 17.05 In lieu of overtime, non-teaching staff members who attend overnight camps or trips will be entitled to one half (½) day of personal leave for each night away to a maximum of two (2) days. Hourly staff shall be paid for eight (8) hours a day in addition to the one half (½) day of leave.

ARTICLE 18 - EXTRACURRICULAR ACTIVITIES

- 18.01 The parties acknowledge the importance of extracurricular activities as an integral part of each student’s education experience.
- 18.02 An extracurricular activity is an activity that has received prior approval from the Principal.
- 18.03 “Extracurricular activities” means student-related athletics including game supervision, social, non-academic committee work, recreational and cultural activities, occurring outside the normal instructional time, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as, and without limitation, staff meetings, parent/teacher meetings, academic committee work, in-service sessions, marking and setting examinations, or marking school assignments. The parties agree that “extracurricular activities” does not include the School open house and participating in the evening School Christmas concert, including set up or tear down.
- 18.04 A teacher supervising an approved overnight trip will be credited five (5) hours of extra-curricular activity per night.
- 18.05 In any school year, upon providing supporting documentation satisfactory to the Principal, an employee will be entitled to one (1) paid leave of absence day if they perform thirty (30) hours of eligible extracurricular duties during the school year. An employee will be entitled to a second (2nd) paid leave of absences day if they perform another thirty (30) additional hours of eligible extracurricular duties during the school year. The date for taking leave of absence day(s) shall be agreed upon between the Principal and the employee. If a leave of absence is fully accrued in the month of June, it can be utilized in the subsequent school year but must be taken by December 31st.

18.06 Employees supervising approved extracurricular activities shall be reimbursed lodging, reasonable meal expenses and mileage as may be provided through the school budget and approved by the Principal of the School.

ARTICLE 19 - GENERAL HOLIDAYS

19.01 All employees shall be eligible for the following general holidays at their regular rate of pay multiplied by the number of hours they would have worked had the day not been a general holiday. (Minimum pay shall be five percent [5%] of the previous four [4] weeks' earnings):

- | | |
|----------------|---|
| New Year's Day | Labour Day |
| Louis Riel Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Terry Fox Day | |

And any other Statutory Holiday as may be proclaimed by the Province of Manitoba.

An employee who is scheduled to work on such holidays shall also receive a rate of pay at one and one-half (1.5) times their normal rate of pay.

19.02 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 earn their regular rate of pay when Remembrance Day is observed on a normal working day.

19.03 The Employer shall make request to the Minister of Education to have the school remain closed for Easter Monday. Where such request is approved, the Employer agrees that Easter Monday shall be treated as a Statutory Holiday in accordance with the Collective Agreement.

19.04 When a general holiday falls on a Saturday or Sunday, the general holiday shall be observed on a working day continuous with the weekend determined by the Employer.

19.05 When a general holiday occurs during an employee's unpaid vacation leave, they shall be paid general holiday pay in accordance with herein.

ARTICLE 20 - VACATION

- 20.01 The vacation year shall be from September 1st to August 31st.
- 20.02 All non-teaching employees shall be entitled to the following periods of unpaid vacation leave:
 - Less than five (5) years of service as of June 30 - 10 days;
 - Five (5) to nine (9) years of service as of June 30 - 15 days;
 - Ten (10) to nineteen (19) years of service as of June 30 - 20 days;
 - Twenty (20) and more years of service as of June 30 - 25 days
- 20.03 Further to 20.02 above, non-teaching employees shall be entitled to vacation allowance equivalent to two percent (2%) of regular wages for each 5 days of unpaid vacation leave, payable on each paycheque.
- 20.04 Vacation leave for all employees shall be scheduled during periods when the School is not in operation.
- 20.05 A permanent employee leaving the employment of the Employer prior to the anniversary date for vacations shall be paid their vacation entitlement in accordance with *The Employment Standards Code* (Manitoba).
- 20.06 For the purposes of vacation accrual, the ten (10) month school year shall be considered as a year's service for employees.

ARTICLE 21 - SICK LEAVE

- 21.01 Sick leave is provided for the sole purpose of providing income to an employee during periods of illness or injury subject to this Article.
- 21.02 No employee will be entitled to sick leave or accrual of sick leave for any period while employed elsewhere for wage or profit or on a leave of absence without pay.
- 21.03 Sick leave credits shall accrue at a rate of two (2) days per month for employees to a maximum of twenty (20) days each year. Sick leave shall not accrue during July or August except for those working during that time. In any one year in which an employee has not had a sick leave, or has only used a portion thereof, the employee shall be entitled to an accrual of all of the unused portion, accumulative to one hundred and twenty (120) working days, of sick leave for the employee's future benefit. A deduction shall be made from all accumulated sick

leave of all days absent. Upon termination of employment, accumulated sick leave shall not be used for terminal leave and the employee shall not be entitled to any lump sum payment of accumulated sick leave.

21.04 An employee may use up to eight (8) sick days per year to care for their significant other, child or parent.

21.05 The Employer may require an employee, who has been absent three (3) or more days within thirty (30) calendar days because of sickness, to furnish a certificate from a duly qualified medical practitioner, certifying that said employee was unable to perform their duties due to illness or injury. The Employer shall bear the cost of such certificate.

Failure to produce a medical certificate within two (2) weeks of the request will result in a loss of pay for the period of absence. Such loss of pay does not preclude the Employer from disciplining an employee for improper absence from work.

The Employer shall not be responsible for covering the costs of furnishing a medical certificate if requested of the employee by a third party (MPI, WCB, LTD).

21.06 Except in cases of emergency or unforeseen circumstances, every employee shall personally notify or cause someone to so notify on their behalf the Principal through the Ready Sub Platform no later than 6:00 a.m. if they are unable to report to work on that day due to illness or injury.

21.07 The Employer and the Union agree that suspected abuses of sick leave will be investigated, and proven instances of abuse can result in disciplinary action being taken against the employee.

21.08 In September of each year, the Employer agrees to provide each member of the bargaining unit with a printout of their sick leave and personal days accrual to date.

21.09 Supplementation of Compensation Award

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

- 21.10 Employees will be entitled to two (2) paid personal days per year, with the substitute being paid by the Employer. The personal days can be banked to a maximum of two (2) days per year. Employees who wish to use a personal day shall make such requests through the Ready Sub Platform. The Union recognizes that approval for the use of personal days is subject to the operational requirements of the School. The Employer recognizes that requests for the use of personal days shall not be unreasonably denied.
- 21.11 The Employer shall be responsible for obtaining substitutes for teaching employees when ill or on leave.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 All requests for leave of absence, with or without pay, must be requested through the Ready Sub platform, and approved by the Employer. Such a request must specify the type of leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency.

22.02 Union Leave

An employee who has been elected or appointed by the Union to attend Union conventions or other business of the Union may be granted a leave of absence with pay for this purpose. The Union will inform the Employer of the name of the employee. The Union will reimburse the Employer for the costs of wages and benefits during the period of absence. Such leave shall not exceed a collective maximum of twenty-five (25) days in any one (1) calendar year.

22.03 Negotiating Leave. Joint Meetings

Up to three (3) employee representatives of the Union, who are members of the Bargaining Committee or a Shop Steward representing an employee concerning a grievance, shall have the privilege of attending joint Union-Management meetings whenever such meetings are held within working hours without loss of remuneration. The parties agree that it will use all reasonable efforts to ensure that collective bargaining occurs outside of normal working hours.

22.04 Bereavement Leave

When a death occurs in the immediate family of an employee, the full salary of the employee will be paid during the absence as follows:

- | | |
|--|--------|
| (a) death of spouse/partner | 5 days |
| (b) death of child, children, or parent, stepchild, stepchildren or stepparent | 5 days |

- (c) death of an immediate family member living in the household residence 5 days
- (d) death of parent-in-law, stepparent-in-law 5 days
- (e) death of brother or sister, stepbrother, or stepsister 5 days
- (f) death of grandparent, or grandchild 3 days
- (g) death of brother-in-law, or sister-in-law 3 days
- (h) godchild, niece/nephew, or aunt/uncle 2 days
- (i) death of grandparent-in-law, aunt-in-law, uncle-in-law, or cousin 1 day

In cases where the funeral or memorial service is scheduled for a later date, an employee may choose to defer some, or all of their bereavement leave days to coincide with the date of the service.

22.05 Jury Duty

Employees who are called upon to serve on a jury shall be paid their regular salary. Employees shall make themselves available for duty at their job during regular hours when they may not be required at court and will present proof of jury service. Any fee or payment, excluding expenses, received by reason of service as a juror on working days shall be forwarded to the Employer.

22.06 Maternity Leave/Parental Leave

The Employer shall grant Maternity Leave/Parental Leave in accordance with *The Employment Standards Code* (Manitoba). Benefits shall continue throughout any period of Maternity or Parental Leave, the employee's portion of the benefits shall be paid for by the employee. Information regarding this leave can be found at the Employment Standards website at: www.gov.mb.ca/labour/standards.

22.07 Compassionate Care Leave

The Employer shall grant Compassionate Care Leave in accordance with *The Employment Standards Code* (Manitoba). Benefits shall continue throughout any period of compassionate care leave; the employee's portion of the benefits shall be paid for by the employee. Information regarding this leave can be found at the Employment Standards website at: www.gov.mb.ca/labour/standards.

22.08 Religious Leave

Employees shall have the right to three days of unpaid religious leave per year. Teaching staff shall continue to be paid during such leave but shall have deducted from their pay the cost of the substitute teacher.

22.09 Collegiality Leave

Where authorized by the Principal to represent the School at conference, seminar, meeting, or any other event, the employee shall not suffer any loss in wages or benefits.

22.10 Sabbatical Leave - Study Leave of Absence

Employees who have been employed by the School for five (5) or more years may provide a written request for a one (1) year leave of absence without pay. This request will only be granted for study purposes and shall not be unreasonably denied. Upon their return the Teacher employee shall be returned to their previous position.

Sabbatical Leave - Study Leave of Absence shall be subject to the following operational guidelines:

- (a) Applications for Sabbatical Leave - Study Leave of Access shall be submitted to the Principal by April 1st if the Leave is to commence on September 1st of the same year;
- (b) The purpose of the Sabbatical Leave - Study Leave of Absence must be stated by the Applicant;
- (c) An equivalent position will be held for the Applicant whose application is approved and is guaranteed return as noted above;
- (d) Applicants on Sabbatical Leave - Study Leave of Absence will be deemed to have tendered their resignation if they do not provide four (4) months' notice in writing of their intention to return or do not return by the date specified;
- (e) No Applicant is entitled to more than one (1) Sabbatical Leave - Study Leave of Absence without pay during their employment with the Employer. Additional leave may be granted at the discretion of the Employer; and,
- (f) Applicants on Sabbatical Leave - Study Leave of Absence may choose to continue with their benefits while on leave. Payments for the continuation of the benefits will be paid in full by the Applicant on leave.

- (g) Taking a Sabbatical Leave - Study Leave of Absence shall not preclude an employee on such leave from taking up paid employment with another employer.

22.11 Interpersonal Violence Leave

Employees who are victims of interpersonal violence may be entitled to take a leave from work. Interpersonal violence leave gives job protection to eligible employees to take time off work for specified purposes to address needs that arise from exposure to, or experiences of, interpersonal violence.

Interpersonal violence includes domestic violence, sexual violence, and stalking.

The Employer shall grant Interpersonal Violence Leave in accordance with *The Employment Standards Code* and Regulations. Information regarding this leave can be found at the Employment Standards website at www.gov.mb.ca/labour/standards.

22.12 Citizenship Leave

The Employer shall grant Citizenship Leave in accordance with The Employment Standards Code and Regulations. Information regarding this leave can be at the Employment Standards website at: www.gov.mb.ca/labour/standards.

ARTICLE 23 - GENERAL

23.01 Paydays and Pay Cheques

The Employer agrees to make payment available to all salaried employees on the 15th and last day of each month in accordance with Schedule "A" attached.

The Employer further agrees to make payment available to all hourly employees on a bi-weekly basis and in accordance with Schedule "A" attached.

23.02 Staff Meetings

All hourly employees required by the Employer to attend at a staff meeting shall be paid their regular rate of pay for the duration of the meeting.

ARTICLE 24 - NO DISCRIMINATION/HARASSMENT

24.01 No Discrimination, Abuse or Harassment

Subject to the provisions contained herein, the Employer and the Union agree that no form of discrimination, abuse or harassment will be condoned in the workplace contrary to the provisions of *The Human Rights Code* of Manitoba as amended from time to time. Both parties recognize the right of all employees to work in an environment free of abuse and harassment and will work together to recognize and resolve such problems as they arise.

24.02 The Employer and the Union agree that there shall be no prohibited discrimination based on protected characteristics set out in the Code, or by reason of membership or participation in the Union.

24.03 Both the Employer and the Union recognize the right of employees to work in a respectful workplace. The Employer shall maintain an up-to-date policy on harassment, a copy of which will be made available to the Union and all employees.

ARTICLE 25 - CLASSIFICATIONS/RECLASSIFICATIONS

25.01 The Employer will provide a copy of all current job descriptions to the Union within six (6) months of ratifying this Agreement. The Employer agrees to maintain job descriptions for Teaching and nonteaching positions and prepare a job description when a new job is created, for all positions for which the Union is the bargaining agent.

25.02 When the duties of any job are significantly changed, or when a new classification(s) is established by the Employer, which comes within the scope of this Agreement and the wage rate shall be subject to negotiations, the Employer shall have the right to temporarily establish a rate of pay until the regular rate of pay for the new classification(s) have been agreed upon. If the parties are unable to agree on the reclassification and/or the rate of pay for the job in question, such dispute shall be submitted to Grievance and Arbitration for determination. The new rate shall be retroactive to the time the new position was first filled by the employee, or the date of change in job duties.

ARTICLE 26 - JOINT COMMITTEES

26.01 Workplace Safety and Health Committee

(a) A joint Workplace Safety and Health Committee shall exist to examine all aspects of safety and health within the School. Union representation on the

Committee shall not exceed three (3) members who shall be appointed by the Union; and,

- (b) The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with *The Workplace Safety and Health Act* of Manitoba and will comply with *The Workplace Safety and Health Act* of Manitoba.

ARTICLE 27 - PROFESSIONAL DEVELOPMENT

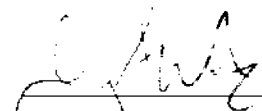
- 27.01 The Employer shall pay all fees related to an employee's attendance at any conference, seminar, or similar events that are relevant to their job and approved by the Principal. If said event is to occur outside of regular school hours, employees are to be paid the equivalent of the Substitute Teacher Daily rate or their hourly rates (for the hourly employees). Such approval will not be unreasonably withheld.
- 27.02 An employee writing an exam during school hours shall be entitled to one half (0.5) day paid leave, provided the Employer has approved the course.
- 27.03 Educational Assistants shall be allowed up to two (2) paid professional development days per school year to be taken for in-services workshops and training sessions at the discretion of the Principal. Fees for in-service workshops and training sessions shall be paid for by the Employer, subject to prior review and approval by the Principal.
- 27.04 An employee who successfully completes an approved Faith Development Course outside regular work hours shall receive an honorarium of one hundred dollars (\$100.00). Employees shall only be eligible for one (1) honorarium per year.
- 27.05 The Employer shall pay fifty percent (50%) of the costs of tuition for a course taken at a university or other post-secondary institution if: (i) the Employer has approved the course before the employee is enrolled in the course; (ii) the employee successfully completes the course; and, (iii) reimbursement of the tuition costs provided by the School, is conditional to the employee providing one (1) academic year of service after completion of the course. If the employee leaves before completion of the one (1) academic year of service, the tuition will be paid back by the employee.

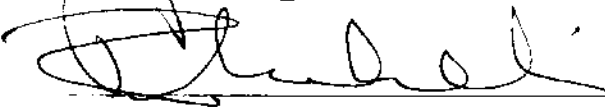
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This Agreement signed this 8th day of May, 2025.

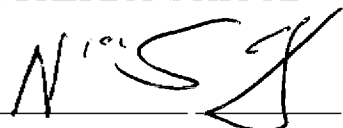
**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5566**

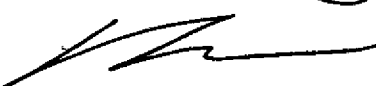
**ON BEHALF OF:
ST. JOHN BREBEUF SCHOOL**











SCHEDULE "A"**ST. JOHN BREBEUF SCHOOL INC.****TEACHING CLASSIFICATIONS***Effective September 1, 2024 - 2.50%*

Classification	Start	1 Year Exp.	2 Years Exp.	3 Years Exp.	4 Years Exp.	5 Years Exp.	6 Years Exp.	7 Years Exp.	8 Years Exp.	9 Years Exp.
Teacher (Class IV)	\$57,744	\$60,503	\$63,799	\$67,121	\$70,524	\$74,023	\$77,517	\$81,013	\$84,106	\$89,157
Teacher (Class V)	\$61,905	\$64,672	\$67,979	\$71,285	\$74,701	\$78,189	\$81,685	\$85,187	\$88,779	\$94,133
Teacher (Class VI)	\$65,552	\$68,914	\$72,223	\$75,530	\$78,865	\$82,586	\$86,490	\$90,387	\$94,282	\$99,791
Teacher (Class VII)	\$69,379	\$72,092	\$75,432	\$79,275	\$83,324	\$87,362	\$91,402	\$95,482	\$99,576	\$105,112

Effective September 1, 2025 - 3.0%

Classification	Start	1 Year Exp.	2 Years Exp.	3 Years Exp.	4 Years Exp.	5 Years Exp.	6 Years Exp.	7 Years Exp.	8 Years Exp.	9 Years Exp.
Teacher (Class IV)	\$59,476	\$62,318	\$65,713	\$69,135	\$72,640	\$76,243	\$79,843	\$83,443	\$86,629	\$91,832
Teacher (Class V)	\$63,762	\$66,612	\$70,018	\$73,423	\$76,942	\$80,535	\$84,135	\$87,742	\$91,442	\$96,957
Teacher (Class VI)	\$67,518	\$70,982	\$74,390	\$77,796	\$81,231	\$85,064	\$89,084	\$93,099	\$97,111	\$102,784
Teacher (Class VII)	\$71,460	\$74,255	\$77,695	\$81,653	\$85,824	\$89,982	\$94,145	\$98,346	\$102,563	\$108,265

Effective September 1, 2026 - 3.25%

Classification	Start	1 Year Exp.	2 Years Exp.	3 Years Exp.	4 Years Exp.	5 Years Exp.	6 Years Exp.	7 Years Exp.	8 Years Exp.	9 Years Exp.
Teacher (Class IV)	\$61,409	\$64,343	\$67,849	\$71,382	\$75,001	\$78,721	\$82,438	\$86,155	\$89,444	\$94,817
Teacher (Class V)	\$65,834	\$68,777	\$72,294	\$75,809	\$79,443	\$83,152	\$86,869	\$90,594	\$94,414	\$100,108
Teacher (Class VI)	\$69,713	\$73,289	\$76,807	\$80,324	\$83,871	\$87,829	\$91,979	\$96,124	\$100,267	\$106,125
Teacher (Class VII)	\$73,783	\$76,668	\$80,220	\$84,307	\$88,613	\$92,907	\$97,204	\$101,543	\$105,896	\$111,784

CHANGE IN CLASSIFICATION

Teachers seeking reclassification must notify the Employer as soon as possible after obtaining additional credits that qualify for a change in classification. Notification must include documentary evidence confirming that the increased qualifications have been registered with the Professional Certification Branch of Manitoba Education.

The effective date for salary adjustments due to increased qualifications shall be:

- The first (1st) day of the new school year (September 1st) if confirmation from the Professional Certification Branch is received by August 31st; or
- January 1st if confirmation is received between September 1st and December 31st.

SALARY SCALE

For the purpose of the salary schedule, except as provided for in this Agreement, teachers shall be classified and placed on the salary scale according to classification and years of experience accorded to the teacher by the Professional Certification Branch of Manitoba Education, in accordance with the Education Administration Act and subsequent amendments.

PART-TIME TEACHERS

Part-time teachers shall receive a prorated salary based on their workload percentage relative to a full-time position.

SCHEDULE "A"

ST. JOHN BREBEUF SCHOOL INC.

NON-TEACHING CLASSIFICATIONS

Effective September 1, 2024 - 4%

Classification	Start	2 Years of Service	3 Years of Service	4 Years of Service	5 Years of Service
Receptionist	\$20.80	\$21.64	\$22.51	\$23.61	\$24.79
Educational Assistants (B) Non-Certified	\$20.30	\$20.80	\$21.22	\$21.82	\$22.32
Educational Assistants (C) Certified	\$20.30	\$21.32	\$22.32	\$23.38	\$24.38
Librarian (Certified)	\$22.51	\$23.61	\$24.78	\$26.20	\$27.13

Effective September 1, 2025 - 3.5%

Classification	Start	2 Years of Service	3 Years of Service	4 Years of Service	5 Years of Service
Receptionist	\$21.53	\$22.40	\$23.30	\$24.43	\$25.66
Educational Assistants (B) Non-Certified	\$21.01	\$21.53	\$21.96	\$22.58	\$23.10
Educational Assistants (C) Certified	\$21.01	\$22.07	\$23.10	\$24.20	\$25.23
Librarian (Certified)	\$23.30	\$24.45	\$25.65	\$27.12	\$28.08

Effective September 1, 2026 - 3.5%

Classification	Start	2 Years of Service	3 Years of Service	4 Years of Service	5 Years of Service
Receptionist	\$22.29	\$23.19	\$24.12	\$25.28	\$26.56
Educational Assistants (B) Non-Certified	\$21.75	\$22.29	\$22.73	\$23.37	\$23.91
Educational Assistants (C) Certified	\$21.75	\$22.84	\$23.91	\$25.05	\$26.11
Librarian (Certified)	\$24.12	\$25.30	\$26.55	\$28.07	\$29.06

EDUCATIONAL ASSISTANTS' CLASSIFICATION

1. Experience as an EA or teacher at other schools counts towards experience on grid
2. A non-certified EA with a North American (NA) university degree starts at Year 3 for Class B
3. An EA with a North American (NA) education degree is considered certified

The onus is on the EA to give notice to the Employer as soon as possible after credit has been obtained for change in classification. In giving notice, the EA must offer documentary evidence of their increased qualifications.

The salary change for increased qualifications shall become effective the first (1st) day of the month immediately following receipt of the confirmation of the increased qualifications from the EA.

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LETTER OF UNDERSTANDING

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5566**

AND

ST. JOHN BREBEUF SCHOOL

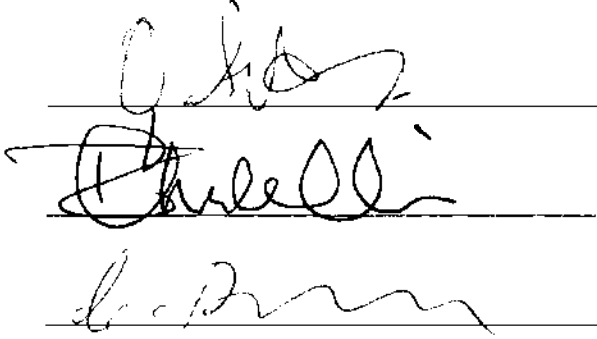
RE: CLASSROOM SIZE

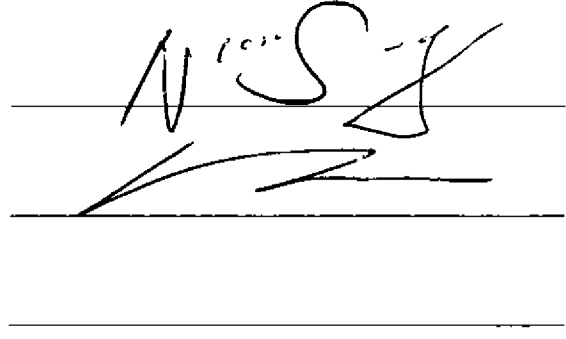
The Parties agree to form a joint Committee of up to two (2) individuals representing the Employer and up to two (2) employees representing the Union to discuss the matter of classroom size and its impact on the education of the students.

Signed this 8th day of May, 2025.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5566**

**ON BEHALF OF:
ST. JOHN BREBEUF SCHOOL**





LETTER OF UNDERSTANDING

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5566**

AND

ST. JOHN BREBEUF SCHOOL

RE: EXTRACURRICULARS

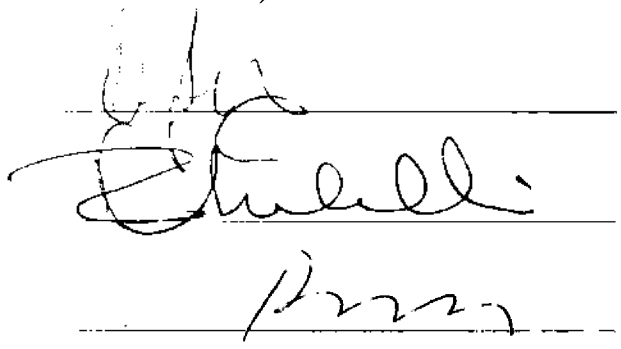
Before the end of the school year, the Parties agree to meet to discuss the anticipated extracurricular needs of the School for the upcoming school year. Such discussion will address the list of extracurricular activities for the upcoming school year and the anticipated personnel requirements.

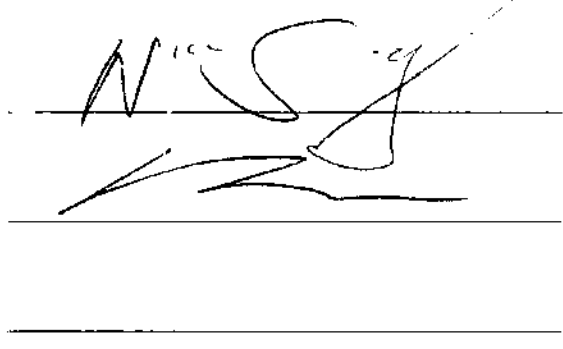
The parties agree that up to two (2) individuals representing the Employer and up to two (2) employees representing the Union will participate in this meeting.

Signed this 8th day of May, 2025.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5566**

**ON BEHALF OF:
ST. JOHN BREBEUF SCHOOL**





12

LETTER OF UNDERSTANDING

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5566**

AND

ST. JOHN BREBEUF SCHOOL

**RE: EDUCATIONAL ASSISTANT (EA) TEMPORARY SUBSTITUTION FOR
TEACHERS**

When an EA is substituting for a Teacher, they will not be expected to do their before school supervision duty; the Employer will also make reasonable efforts to free the substituting EA from lunch and recess duty, providing the operational needs of the School can be met.

Signed this 8th day of May, 2025.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5566**

**ON BEHALF OF:
ST. JOHN BREBEUF SCHOOL**

