

COLLECTIVE AGREEMENT

BETWEEN



LOCAL 4434

AND

HOLY CROSS SCHOOL INC.

***TERM OF AGREEMENT
JULY 1, 2026 TO JUNE 30, 2029***

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PREAMBLE

WHEREAS it is the desire of the parties:

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

AND WHEREAS the primary purpose of the Employer is to foster the full Christian 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 agree that at all times and under all circumstances first consideration will be given to the promotion of the educational needs of the students of Holy Cross School (hereinafter the "School");

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 it is desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement;

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 are those 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 school year unless 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 are those 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 **Article 1.02(c)** above.

Casual Employees, who successfully bid for a Regular position and after successful completion of the probationary period **as outlined in Article 7.01**, 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.

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

ARTICLE 2 - DURATION OF AGREEMENT

- 2.01 This Agreement shall take effect and be binding upon the parties from July 1, **2026**, until June 30, **2029**, 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*.

- 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 During the period of negotiations for a revised Agreement, this Agreement shall, unless terminated in accordance with its terms and *The Labour Relations Act*, remain in full force and effect.

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 No. MLB-5880 dated August 29, 2001.
- 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.
- 3.05 Up to three (3) employee representatives of the Union, who are members of the Bargaining Committee, shall be permitted to attend negotiation meetings with the Employer without loss of pay whenever such meetings are held within working hours.**
- 3.06 Employees who are Union Officers, Stewards, or Committee Members shall be permitted to leave their work during working hours, with prior approval of the Employer, to conduct Union business, including the investigation and processing of grievances, attendance at grievance meetings, and attendance at joint Union-management meetings. Such approval shall not be unreasonably**

withheld, and employees shall not suffer any loss of pay for attending such meetings.

3.07 Job Descriptions

The Employer will provide a copy of all current job descriptions to the Union within six (6) months of ratifying the Collective Agreement.

Additionally, in the event of any changes to job descriptions, the Employer shall promptly inform the Union and the affected employees, allowing room for discussion regarding the changes and, when applicable, the rate of pay.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges the 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. Violation of any standing Employer rules shall be considered cause for disciplinary action or discharge.

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

If during the term hereof the employee is or is not a Catholic:

- (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 Diocese Bishop and such decisions shall not be reviewable, appealable or grievable; 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 Diocese Bishop and may not be the subject of a grievance pursuant to this Agreement. If either party is dissatisfied with the decision of the Diocese 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 Union recognizes the exclusive right of the Employer to discharge, suspend, or discipline employees for just cause.

- 4.04 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 AND DISCHARGE

- 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 the nature and seriousness of the conduct giving rise to the discipline and subject to the principle of progressive discipline, including:**
- (i) verbal warning,
 - (ii) written warning,
 - (iii) suspension, and
 - (iv) termination.
- The parties recognize that the application of progressive discipline is flexible and that, depending on the seriousness of the conduct, an employee may be initiated into the progressive discipline process at any stage.**
- 5.03 The Employer agrees that video and electronic monitoring equipment shall not be used to seek out culpable activity of employees covered by this Agreement.
- 5.04 Upon employee request, the Employer shall provide a copy of the employee's personnel file to the employee.
- 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.

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 check-off 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 the 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 check-off of Union dues provided for in Clause 6.01. In the event the Employer fails to remit deducted dues to CUPE National in a timely fashion, and the Local and/or a member incurs a financial loss as a result, the Employer agrees to reimburse for this loss.
- 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-teacher category shall be placed on probation for a period of three (3) consecutive months of service (excluding Christmas, spring and summer breaks) with a possible extension of two (2) months if necessary from the date which employment commenced.
- Every new employee in the Teacher Classification shall be placed on probation for a period of ten (10) months exclusive of summer break.
- 7.02 At any time during this period, the new employee described in 7.01 may be suspended or dismissed by the Employer without any reason or notice being given therefore and notwithstanding any other provision in this agreement there shall be no appeal or recourse to the Grievance and Arbitration procedure against such suspension or dismissal.
- 7.03 Upon completion of the probationary period, seniority shall be retroactive to the original date of employment.
- The Employer will provide regular feedback and training to probationary employees. The Employer agrees to meet with the probationary employee and a Union representative as necessary to discuss any

discipline or other concerns the Employer has with the probationary employee.

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 eighteen (18) months;
 - (b) a vacation or paid holiday or maternity, parental leave;
 - (c) an authorized leave of absence of up to thirty (30) calendar days; and
 - (d) Summer break period for ten (10) month employees.
- 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 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 twenty-four (24) 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. Email shall be deemed to be an acceptable method of transmitting the seniority list to the Union. The Union may provide up to four (4) email addresses for such purpose.

8.06 Employees hired on the same date shall be placed on the seniority list in alphabetical order **by last name at start date. To be clear, subsequent changes to an employee's name shall not affect their placement on the seniority list.**

ARTICLE 9 - LAYOFF AND RECALL

9.01 Definition of Layoff

A layoff is defined as a reduction in the workforce, or a reduction in the regular hours of work as defined in this Agreement. In the event of layoff, employees shall be given twenty (20) working days' notice of layoff or salary in lieu thereof. Temporary employees shall be entitled to one (1) **pay period's** notice and shall have no right to 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, reliability, and competency to perform the work of the employee with less seniority. In the event that 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 and wage to what they were laid off from. If there is no work available that provides an equivalent amount 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) 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 the ability, skill, qualifications, reliability 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 Registered Mail to the last known address of the employee. 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 lay-offs at the end of the school year, the Employer and the Union shall meet prior to June 10th of each year to discuss the Employer's plans for staffing in the following school year. The Union shall have an opportunity to provide a response within seven (7) calendar days of such a meeting.

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 the School for a period of not less than five (5) working days, with a copy of the posting being sent to the Union. In the event of a vacancy bulletin being issued during the summer vacation period (July and August), **an electronic copy of the notice shall be sent to the last personal email address of all bargaining unit employees. In the event an employee does not use electronic communications, they may make a request to receive information by mail.**

The Employer also agrees to email a copy of the notice to each employee five (5) working days prior to the closing date of the vacancy.

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 Vacancies shall be filled on the basis of ability, skill, qualifications, reliability and competency to perform the work in question. Where competing candidates' ability, skill, qualifications, reliability and competency are relatively equal, seniority shall be the determining factor. Preference shall always be given to internal candidates.
- 10.04 **The Employer may post vacancies internally and externally concurrently. However, no external candidate shall be selected until qualified internal applicants have been meaningfully considered in accordance with Article 10.03.**
- 10.05 Any regular 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 basis in their new position for a period of three (3) months, excepting teachers who shall be subject to a trial period of ten (10) months. 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 grievance. **The employee may also opt to return to their former position during the trial period without loss of seniority.**
- 10.06 Any employee moving to a higher paying position or classification shall move from their rate of salary received in their former position or classification to the next highest rate in their new position or classification.
- 10.07
- a. When an employee temporarily replaces another employee in a higher rated position, **or where an employee is required to perform a substantial portion of the duties of a higher-rated classification on a temporary basis**, their rate of pay shall be adjusted to the higher rate of pay for all hours so worked. **For greater clarity, this provision applies where such higher-rated duties are assigned for a significant period of time or form a regular part of the employee's assigned duties.**
 - b. When an employee is temporarily assigned duties of a lower rated position, they shall maintain the higher salary.
- 10.08 The Employer will provide the President and Secretary of CUPE Local 4434 with the name of the successful applicant for positions within the bargaining unit, or any newly hired **or recalled** employee within the

bargaining unit within ten (10) working days of an appointment and of all resignations, retirements and deaths of bargaining unit employees.

10.09 When the Employer reasonably knows there will be a temporary vacancy of more than sixty (60) calendar days, they shall post the position as a vacancy as outlined in this Article.

10.10 Where an employee is temporarily designated by the Employer to perform administrative, supervisory, or other substantially higher-rated duties outside their regular classification for one-half (1/2) day or more, the employee shall receive appropriate additional compensation for the duration of the assignment.

The amount of compensation shall be determined by mutual agreement between the Employer and the Union.

ARTICLE 11 - RETIREMENT/RESIGNATION

11.01 Notice for resignation/retirement shall be the length prescribed by *The Manitoba Employment Standards Code*.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Should a dispute arise between the parties regarding the interpretation 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 Employer's Personnel Chair shall meet to discuss the grievance. A decision shall be rendered 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 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 Executive Committee of the Employer for consideration at its next regularly scheduled meeting. A decision shall be rendered within ten (10) calendar days of said meeting. Thereafter, the grievance may be referred to arbitration in accordance with this Agreement.

- 12.02 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.**
- 12.03 The time limits in the grievance procedure may be extended by the written consent of both parties.**
- 12.04 Replies to grievances shall be in writing at all stages.
- 12.05 The Employer agrees to provide to the Grievance Committee, 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 go to a single arbitrator, in rotation, as follows:
- (a) Kristin Gibson
 - (b) Michael D. Werier
 - (c) **Kathy McIlroy**
- 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 to this Agreement request that the arbitrator hand down its decision within fifteen (15) days from the date of the hearing.

- 13.05 The parties shall each pay one-half ($\frac{1}{2}$) the fees and expenses of the arbitrator.

ARTICLE 14 - EMPLOYEE BENEFITS

- 14.01 Employees shall be eligible for pension and employee benefits as provided by the Employer. All matters regarding said benefits shall be subject to the terms of said plans and policies. Under all circumstances, issues regarding benefits shall not be arbitrable pursuant to this Agreement.
- 14.02 Mileage shall be paid at seventy cents (70¢) per kilometer or any rate as recommended for business related driving by the Canada Revenue Agency (CRA) and in all cases must be pre-approved.
- 14.03 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.
- 14.04 Half (50%) of personal cell phone fees will be reimbursed monthly upon submission of receipts for maintenance and custodial classifications.
- 14.05 Immediate family members of bargaining unit employees, and any other children for which a bargaining unit employee has taken financial responsibility, shall receive free tuition. Classroom fees will still apply.
- 14.06 Immediate family members of employees who are part of the bargaining unit, as well as any other children for whom a bargaining unit employee provides financial support, will have their fees waived for participation in the Before and After School Program.

ARTICLE 15 - HOURS OF WORK

- 15.01 The normal workweek for employees in the Maintenance classification shall be thirty-seven and one-half (37.5) hours per calendar week, exclusive of any unpaid breaks and rest periods, said hours to be worked at such times as are agreed upon by the Principal of the School and the affected employee. Employees in this classification shall be employed twelve months per year.
- 15.02 The normal workweek for employees in the Educational Assistant classification shall, in the case of "full-time" employees, be six (6) 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 the number of days during the regular school year that students are in session. In addition, the Pre K Educational Assistant coordinator/ leader will work four (4) additional days per regular school year and one (1) additional hour per day.

- 15.03 The normal workweek for employees in the Before/After School Classification shall be up to six (6) hours per day, exclusive of any unpaid breaks and rest periods, said hours to ordinarily be worked before and after times during which 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 the number of days during the regular school year that students are in session.
- 15.04 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 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 the number of days during the regular school year that students are in session, in accordance with the *Public Schools Act*, and an additional one (1) week immediately following the end of the school year (normally the last week of June or the first week of July) as well as an additional one (1) week immediately preceding the commencement of the school year.
- 15.05 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. Employees in this classification shall be scheduled to work the number of days during the regular school year in accordance with the *Public Schools Act*.
- 15.06 All employees in the Maintenance, Before/After School, Para-professional and Clerical classifications shall be entitled to the following:
- (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 15.06 (a) and (b).

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

15.08 Meal Period

All employees will be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each school day. This meal period shall be equal to the midday intermission given to the students to a maximum of forty (40) minutes.

Designated professional staff will be on call during the meal period to deal with student discipline or other emergent problems normally associated with the employee's duties.

ARTICLE 16 - OVERTIME

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

16.02 Employees in the Maintenance, Before/After School, Educational Assistant and Clerical classifications shall be paid one and one-half (1½) their regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

16.03 Hours worked for the Employer in more than one bargaining unit classification shall be combined for the purposes of calculating overtime entitlement.

16.04 Non-teacher employees requested by the Employer to return to work outside their regular working hours shall be paid a minimum of three (3) hours at their regular rate of pay.

A Maintenance employee or designate called back to work to attend to boiler and alarm matters shall be paid a minimum of three (3) hours at overtime rates.

16.05 Overtime work shall not be performed or paid for unless authorized by the Employer.

ARTICLE 17 - EXTRACURRICULAR ACTIVITIES

- 17.01 “Extracurricular activities” means student-related athletic, social, non-academic committee work, recreational and cultural activities, occurring outside the normal instructional time, and must include direct student contact for the duration of the activity except where approved by the Principal in writing. It does not include activities related to academic or instructional matters or curriculum subjects outside the normal instructional time, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, academic committee work, in-service sessions, marking and setting examinations, or marking school assignments.
- 17.02 The parties acknowledge the importance of extracurricular activities as an integral part of each student’s education experience.
- 17.03 An eligible extracurricular activity is an activity that has received prior approval from the School principal.
- 17.04 An employee will be entitled to a paid leave of absence of one (1) day provided that **they**:
- (a) performs thirty (30) hours of eligible extracurricular duties;
 - (b) the date for such leave shall be agreed upon between the principal and the employee;
 - (c) the employee may claim a maximum of **three (3)** such leaves of absence **within** the current or **subsequent** school year;
 - (d) **employees shall submit their extracurricular hours to the Principal or designate at least once each term; and**
 - (e) **To assist with the scheduling of absences and the administration of this Article, employees are encouraged to utilize earned extracurricular leave as soon as reasonably practicable after it is earned.**
- 17.05 Employees supervising approved extracurricular activities shall be reimbursed lodging, reasonable meal expenses and mileage as may be provided through the school budget.

ARTICLE 18 - STATUTORY HOLIDAYS

- 18.01 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	Louis Riel Day	Good Friday
Victoria Day	Canada Day	Terry Fox Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	National Day of Truth & Reconciliation

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.

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

- 18.02** An employee who is scheduled to work on a **statutory** holiday shall, **in addition to any statutory pay to which they are entitled, receive pay at one and one-half times (1.5x) their regular rate of pay for all hours worked on the holiday.**

- 18.03 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.

- 18.04 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.

- 18.05 When a general holiday covered under this Article occurs during and employees' paid vacation leave covered under Article 19 - Vacation, the employee shall be allowed an additional day off at a time mutually agreeable to the Employer and the employee.

- 18.06 When a general holiday occurs during an employee's unpaid vacation leave, the employee shall be paid general holiday pay in accordance with Article 18.01 herein.

ARTICLE 19 - VACATION

- 19.01 The vacation year shall be from July 1st to June 30th.
- 19.02 Each employee in the Clerical, **Educational Assistant** and Before/After School classifications shall be entitled to the following periods of unpaid vacation leave:
- Less than **three (3)** years of service as of June 30 - 10 days;
 - **Three (3)** years or more service but less than **five (5)** years service as of June 30 - 13 days;
 - **Five (5)** or more years service but less than **nine (9)** years service as of June 30 - 15 days;
 - **Nine (9)** or more years service but less than **fifteen (15)** years service as of June 30 - 20 days.
 - **Fifteen (15)** or more years service as of June 30 – 25 days
- 19.03 Further to 19.02 above, such 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 paycheck.
- 19.04 Further to 19.02 above, vacation leave for such employees shall be scheduled during periods when the School is not in operation.
- 19.05 Maintenance Employees
- Employees in the Maintenance **and Custodial** classifications shall be entitled to paid vacation leave in accordance with 19.02.
- Maintenance **and Custodial** Employees are required to utilize their accumulated vacation days within the school year in which they are earned. They must schedule and utilize their vacation time to ensure it is fully taken by June 30th of the following school year.
- In the event that an employee in the Maintenance **or Custodial** classifications has not utilized their accumulated vacation days by June 30th of the following school year, the Employer agrees to pay out any unused vacation time. The payout will be based on the employee's regular rate of pay at the time and will be included in the first paycheck following June 30th.
- To facilitate this process, employees are encouraged to schedule their vacation time in advance, subject to Employer approval.

- 19.06 Vacation leave for employees in the Teacher classification shall be scheduled during periods when the School is not in operation.
- Further to 18.05 above, employees in the Maintenance classification shall be required to take paid vacation leave during summer break only.
- 19.07 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*.
- 19.08 Where an employee qualifies for sick leave while hospitalized or bereavement leave during their period of vacation, vacation credits shall be reinstated if proof is provided to the Employer. The period of vacation so displaced shall be taken at a time mutually agreeable to both the Employer and the employee.
- 19.09 For the purposes of vacation accrual the ten (10) month school year shall be considered as a year's service for ten (10) month employees.

ARTICLE 20 - SICK LEAVE

- 20.01 Sick leave is provided for the sole purpose of providing income to an employee during periods of illness or injury subject to this Article.
- 20.02 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.
- 20.03 Sick leave credits shall accrue at a rate of two (2) days per month. Sick leave shall not accrue during July or August except for those working during that time.
- 20.04 The maximum sick leave credits shall not exceed one hundred and twenty (120) days.
- 20.05 An employee may use up to eight (8) sick days per year to care for an ill relative.
- 20.06 (a) The Employer may require an employee, who claims having been absent because of sickness for more than two (2) consecutive working days, 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;
- (b) 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;

- (c) **Once approved, the Employer shall respect employee privacy during periods of medical leave and shall not contact an employee's medical practitioner without the employee's written consent unless otherwise required by law.**
- (d) An employee, prior to her return to work, may be required to furnish a medical certificate when requested by the Employer. The Employer shall bear any costs incurred by the employee resulting from providing said certificate; and
- (e) 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).

20.07 Except in cases of emergency or unforeseen circumstances, every employee shall personally notify or cause someone to so notify on their behalf the office no later than 7:00 a.m. if they are unable to report to work on that day due to illness or injury.

20.08 The Employer and the Union agree that suspected abuses of sick leave will be investigated and proven instances of abuse may result in disciplinary actions being taken against the employee.

20.09 The Employer reserves the right to require an employee to submit to a medical examination by an Employer designated medical practitioner if the Employer feels that the health of an employee is conflicting with their ability to perform the required duties of that position.

20.10 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.

20.11 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.

20.12 Substitute Employees

In the event a substitute cannot be obtained by an employee after reasonable efforts, the Employer shall be responsible for obtaining substitutes for employees when ill or on leave.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 All requests for leave of absence, with or without pay, must be requested, in writing, and approved by the Employer.

Subject to the provision below, the Employer in its sole discretion may grant a leave of absence with or without pay and with or without loss of seniority to any employee requesting such leave.

Leave approved by the Employer and reimbursed by an external organization shall not be deducted from an employee's personal leave entitlement.

21.02 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.

21.03 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 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
- (j) death of a student, co-worker - 1 day

Bereavement leave may be extended by up to four (4) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral or memorial service.

If an employee requires a leave of absence to attend a funeral as a pallbearer or to attend the service of a person significant to the employee, they shall be entitled to one (1) day's leave with no loss of salary or pay.

If an employee requires a leave of absence to attend a funeral or memorial service as a mourner, they shall be entitled to one (1) day's unpaid leave.

21.04 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.

21.05 Maternity Leave / Parental Leave

- a) The Employer shall grant maternity and parental leave in accordance with *The Employment Standards Code of Manitoba*.
- b) **An employee requesting maternity leave or parental leave shall provide the Employer with at least four (4) weeks written notice except where impossible or impracticable, in which case they shall give as much notice as reasonably possible and, where required by legislation, shall provide the appropriate documentation supporting the leave.**
- c) **An employee taking maternity leave shall be entitled to Supplementary Unemployment Benefit (SUB) payments for up to seventeen (17) weeks in an amount which, when combined**

with Employment Insurance benefits, equals ninety percent (90%) of the employee's regular salary.

- d) SUB payments for maternity leave shall consist of:**
 - i. for the waiting period required under the Employment Insurance Act, payment equivalent to ninety percent (90%) of the employee's regular salary; and**
 - ii. for up to fifteen (15) additional weeks, payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of the employee's regular salary.**
- e) An employee taking parental leave, including parental leave arising from adoption, shall be entitled to Supplementary Unemployment Benefit (SUB) payments for up to ten (10) weeks in an amount which, when combined with Employment Insurance benefits, equals ninety percent (90%) of the employee's regular salary.**
- f) SUB payments for parental leave shall consist of:**
 - i. for the waiting period required under the Employment Insurance Act, payment equivalent to ninety percent (90%) of the employee's regular salary; and**
 - ii. for up to eight (8) additional weeks, payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of the employee's regular salary.**
- g) For the purposes of the parental leave SUB benefit arising from adoption, this provision shall apply only to the adoption of children twelve (12) years of age and under.**
- h) The implementation of this Article is subject to the Employer maintaining a Supplemental Unemployment Benefit Plan approved in accordance with applicable legislation.**
- i) The Employer and the employee may mutually agree to extend the length of leave. Any such arrangement shall be confirmed in writing.**
- j) An employee who resumes employment following leave granted under this Article shall be reinstated to the position occupied at the commencement of the leave or to a comparable position with not less than the same wages and benefits.**

- k) For the purpose of calculating benefits and seniority, employment before and after leave granted under this Article shall be deemed continuous.**
- l) The Employer shall provide sick leave entitlement to a pregnant employee who, as a result of pregnancy or childbirth, is medically unable to perform their regular duties.**

21.06 Employment Standards Leaves

The Employer shall grant compassionate care leave in accordance with *The Employment Standards Code*, such as:

- Compassionate Care Leave
- Interpersonal Violence Leave
- Citizenship Leave
- Leave Related to Death or Disappearance of a Child
- Reservist Leave
- Leave for Organ Donation
- Public Health Emergency Leave

21.07 Substitute Employees

In the event a substitute cannot be obtained by an employee after reasonable efforts, the Employer shall be responsible for obtaining substitutes for employees when ill or on leave.

21.08 Religious Leave

- (a) An employee shall be given a leave of absence up to a maximum of one (1) day per school year without pay for major religious holy days observed by the employee and designated as a day of obligation by the employee's religion.

Employees shall not absent themselves from duty for reasons of major religious holy days without first notifying the Principal or designate.

The following notification period shall apply:

- (i) Employees on staff requiring major religious holy leaves during the school year shall provide notice in writing as soon as possible after the start of the school year, however not later than September 30th.

- (ii) In instances where major religious holy leave is required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
- (iii) Where the appropriate notice has not been given, major religious holy days' leave will be provided, and the employee's regular salary will be deducted.
- (b) The Parties agree that this Article constitutes reasonable accommodation for major religious holy leave.

21.09 Personal Days

Beginning September of each year, 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 five (5) days. Employees who wish to use a personal day shall make such requests in writing to the Principal. Reasons for the request may be provided on a voluntary basis but shall not be mandatory. The reason for the request, or lack of reason provided for the request, shall not be grounds for refusal. The approval of personal day requests is subject to the operational needs of the school. Requests for the use of personal days shall not be unreasonably denied.

Employees appointed to a term position of no less than three (3) months, but less than six (6) months shall be entitled to one (1) paid personal day during the term of their employment. Where a term appointment is subsequently extended beyond six (6) months, or where an employee is appointed to a term position of six (6) months or greater, the employee shall be entitled to the full personal day entitlement provided under this Article.

ARTICLE 22 - PERSONNEL RECORD

- 22.01 An employee may, at a mutually agreed time, review their personnel file after submitting a written request to the Principal. An employee shall have the right to respond in writing to any document contained in their personnel file and 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.

ARTICLE 23 - GENERAL**23.01 Paydays and Paycheques**

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

23.02 Sabbatical Leave

The Employer agrees to grant sabbatical leave to employees in accordance with its Policies as amended from time to time. The Employer commits that it will not amend its policy during the life of the Agreement to the detriment of any employee.

23.03 Educational Assistants shall be allowed two (2) paid days per school year to be taken for in-services on dates selected by the Employer. One (1) additional paid day may be taken for an in-service on a date mutually agreeable to the Employer and the employee.

23.04 All 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.

23.05 In the event the Employer fails to make retroactive payments within a time frame as agreed to in a Collective Bargaining Settlement, the Employer agrees to pay interest equal to the Consumer Price Index for Winnipeg, Manitoba, for any amounts owed.

23.06 The increments outlined in Schedule "A" shall be effective on the employee's anniversary date.

23.07 Employees scheduled to work on days where the School is closed due to emergency, unforeseen circumstances, or circumstances beyond the employee's control shall suffer no loss of regular pay.

23.08 Mandatory training required by the Employer shall be provided during working hours wherever reasonably practicable. Where such training occurs outside regular working hours, employees shall be compensated at the applicable rate of pay.

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. 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 Definition of Discrimination

For the purpose of this Agreement, discrimination shall be defined as differential treatment based upon a ground prohibited by *The Human Rights Code*, membership activity in the Union or place of residence.

For the purpose of this Agreement, abuse shall be defined as either physical or verbal abuse intended to insult or revile another person.

24.03 For the purposes of this Agreement, harassment may include personal and/or sexual harassment. Personal harassment refers to repeated offensive comments or actions designed to offend, abuse or humiliate a person. Sexual harassment refers to a series of objectionable and unwelcome sexual solicitations or a sexual solicitation or advances was set out in sections 19 (a), (c) and (d) of *The Human Rights Code*.

24.04 The Employer must immediately initiate an investigation upon receiving a report or being informed of an incident of abuse or harassment. The investigation must be completed within twenty (20) working days. The initial investigation will include an assessment of the safety and health of the employees involved and appropriate action will be taken to protect them.

Employees are encouraged to bring forward complaints that are honestly believed to be harassment or abuse. Only complaints that are proven to have been made for frivolous or vindictive reasons shall result in disciplinary action against the complainant.

All complaints, inquiries, investigation and information relating to an allegation of harassment will be treated with the utmost confidence.

A Union representative may be present at any meeting where the Employer is taking disciplinary action against the harasser and that Representative is responsible to report to the complainant of the course of action taken by the Employer.

Where the Employer fails to take appropriate disciplinary action the complaint shall be processed as a grievance.

ARTICLE 25 - CLASSIFICATIONS/RECLASSIFICATIONS

- 25.01 (a) The Employer agrees to maintain the job descriptions of non-teaching positions and prepare a job description when a new job is created, for all positions for which the Union is the bargaining agent. These job descriptions shall be presented to the Union for discussion.
- (b) 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;
- (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;
- (c) The joint Workplace Safety and Health Committee shall hold meetings at regular intervals for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices within the site. The duties of the Committee include:
- (i) the receipt, consideration and disposition of concerns and complaints respecting the safety and health of the workers;

- (ii) participation in the identification of risks to the safety and health of workers or other persons, arising out of, or in connection with, activities in the workplace;
 - (iii) the development and promotion of measures to protect the safety, health and welfare of the persons in the workplace, and checking the effectiveness of such measures;
 - (iv) cooperation with a safety and health officer who is exercising their duties under the *Workplace Safety and Health Act*;
 - (v) the development and promotion of programs for education and information concerning safety and health in the workplace;
 - (vi) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the Committee; and
 - (vii) such other duties as may be specified in the *Workplace Safety and Health Act* regulations.
- (d) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to committee members and posted on appropriate bulletin boards.
 - (e) Unresolved issues shall be referred to the Board or designate and a response shall be provided to the Workplace Safety and Health Committee within a reasonable period of time.

26.02**a. Labour/Management Committee**

A Labour Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. The CUPE Staff Representative may attend and participate at Labour Management Committee meetings.

b. Function of Committee

The Committee shall concern itself with the following general matters:

- i. **Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.**
- ii. **Improving and extending services to the School Community.**
- iii. **Promoting safety and sanitary practices.**
- iv. **Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).**
- v. **Correcting conditions causing grievances and misunderstandings.**

c. Meetings of Committee

The Committee shall meet at least twice every year, or more frequently by mutual agreement. Notice and an agenda shall be provided at least forty-eight (48) hours in advance of the meeting, except by mutual agreement. Employees shall not suffer any loss of pay for time spent with this Committee.

d. Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

e. Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

f. Jurisdiction of Committee

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 other committee of the Union or of the Employer and does not have

the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 26.03 The parties agree to jointly discuss the annual allocation of professional development funds. Such discussions will consist of, but not be limited to, the amount of money budgeted and the PD topics offered.

ARTICLE 27 – PROFESSIONAL DEVELOPMENT

- 27.01 The Employer will pay up to \$200 (two hundred dollars) maximum per year approved by the Administration in the area/discipline of current employment taken outside of school hours provided that the employee commits to remain with the school three (3) years after successfully completing the course. Approval of the Board must be received prior to enrolment in the course in order to be eligible. Approval shall not be unreasonably withheld.
- 27.02 Payment for approved courses will only be issued upon receipt of completion of the course(s) via an official transcript from the issuing institution that the pre-approved course(s) was/were taken.
- 27.03 Should the employee leave before completing the pre-approved course, no monetary reimbursement will be issued.
- 27.04 Should the employee leave employment with Holy Cross before the end of the obligatory commitment of three (3) years, reimbursement of all monies paid for the course(s) must be made to Holy Cross school.
- This sponsorship is open to all employees seeking to enhance their skills relevant to their role with the Employer.
- 27.05 An employee writing an exam during school hours shall be entitled to one-half (½) day paid leave, provided the Employer has approved the course.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed this
30th day of June, 2026, Winnipeg, Manitoba.

**ON BEHALF OF:
 CANADIAN UNION OF PUBLIC
 EMPLOYEES, LOCAL 4434**

**ON BEHALF OF:
 HOLY CROSS SCHOOL INC.**


 Elaine Penkiw (Jun 30, 2026 20:23:25 CDT)


 Catherine McFadden


 Natasha Viselli (Jun 30, 2026 11:00:08 CDT)

Derek Pritchard
 Derek Pritchard (Jun 30, 2026 17:15:13 CDT)


 Anna Kalchenovski (Jun 30, 2026 14:17:10 CDT)


 Aurélie Bourgeois (Jun 30, 2026 11:20:29 CDT)

JO/jad/cope491
 June 26, 2026

SCHEDULE "A"
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4434
AND
HOLY CROSS SCHOOL INC.

For Teachers:

Effective July 1, 2026 – 3.25% increase

Effective July 1, 2027 – 4.00% increase

Effective July 1, 2028 – 3.50% increase

Classification	Years Experience	July 1, 2026 3.25%	July 1, 2027 4.00%	July 1, 2028 3.50%
Teacher (Class II)	N/A	\$66,250.37	\$68,900.38	\$71,311.89
Teacher (Class IV)	0	\$56,892.44	\$59,168.14	\$61,239.02
	1	\$60,333.19	\$62,746.52	\$64,942.65
	2	\$63,773.92	\$66,324.88	\$68,646.25
	3	\$67,221.20	\$69,910.05	\$72,356.90
	4	\$70,663.60	\$73,490.14	\$76,062.29
	5	\$74,104.34	\$77,068.51	\$79,765.91
	6	\$77,548.35	\$80,650.28	\$83,473.04
	7	\$80,989.11	\$84,228.67	\$87,176.67
	8	\$84,431.50	\$87,808.76	\$90,882.07
	9	\$87,877.13	\$91,392.22	\$94,590.95
Teacher (Class V)	0	\$61,011.86	\$63,452.33	\$65,673.16
	1	\$64,529.30	\$67,110.47	\$69,459.34
	2	\$68,043.47	\$70,765.21	\$73,241.99
	3	\$71,557.62	\$74,419.92	\$77,024.62
	4	\$75,071.78	\$78,074.65	\$80,807.26
	5	\$78,081.84	\$81,205.11	\$84,047.29
	6	\$82,101.77	\$85,385.84	\$88,374.34
	7	\$85,612.68	\$89,037.19	\$92,153.49
	8	\$89,133.37	\$92,698.70	\$95,943.15
	9	\$92,649.18	\$96,355.15	\$99,727.58
Teacher (Class VI)	0	\$61,675.77	\$64,142.80	\$66,387.80
	1	\$65,406.91	\$68,023.19	\$70,404.00
	2	\$69,144.59	\$71,910.37	\$74,427.23
	3	\$72,880.62	\$75,795.84	\$78,448.69
	4	\$76,613.42	\$79,677.96	\$82,466.69
	5	\$80,347.84	\$83,561.75	\$86,486.41
	6	\$84,088.77	\$87,452.32	\$90,513.15
	7	\$87,821.55	\$91,334.41	\$94,531.11
	8	\$91,557.60	\$95,219.90	\$98,552.60

Classification	Years Experience	July 1, 2026 3.25%	July 1, 2027 4.00%	July 1, 2028 3.50%
	9	\$95,298.54	\$99,110.48	\$102,579.35
Teacher (Class VII)	0	\$65,375.93	\$67,990.97	\$70,370.65
	1	\$69,330.58	\$72,103.80	\$74,627.43
	2	\$73,293.42	\$76,225.16	\$78,893.04
	3	\$77,252.96	\$80,343.08	\$83,155.09
	4	\$81,209.27	\$84,457.64	\$87,413.66
	5	\$85,168.82	\$88,575.57	\$91,675.71
	6	\$89,133.27	\$92,698.60	\$95,943.05
	7	\$93,089.55	\$96,813.13	\$100,201.59
	8	\$97,050.76	\$100,932.79	\$104,465.44
	9	\$101,015.21	\$105,055.82	\$108,732.77

The parties agree to continue discussions during the term of this Agreement regarding the implementation date of teacher salary adjustments. Should the parties identify a mutually acceptable approach that does not create unintended financial consequences for either employees or the Employer, the parties may enter into a Letter of Understanding setting out such agreement.

Hourly Employees

An increase of one dollar (\$1.00) per hour each year, effective July 1, 2026 to July 1, 2028.

Classification		July 1, 2026 \$1.00	July 1, 2027 \$1.00	July 1, 2028 \$1.00
Maintenance	Hourly	\$28.64	\$29.64	\$30.64
Custodial (Day/Evening)	Hourly	\$24.04	\$25.04	\$26.04
Administrative Assistant	Hourly	\$34.26	\$35.26	\$36.26
Secretary	Hourly	\$32.99	\$33.99	\$34.99
Before & After Program	Start	\$21.63	\$22.63	\$23.63
	Year 3	\$22.66	\$23.66	\$24.66
	Year 5	\$23.70	\$24.70	\$25.70
Educational Assistant (Non-Certified)	Start	\$21.63	\$22.63	\$23.63
	Year 3	\$22.66	\$23.66	\$24.66
	Year 5	\$23.70	\$24.70	\$25.70
Educational Assistant (Certified)	Start	\$23.57	\$24.65	\$25.72
	Year 3	\$24.71	\$25.79	\$26.86
	Year 5	\$25.86	\$26.95	\$28.03
Religious Coordinator	Start	\$21.63	\$22.63	\$23.63
	Year 3	\$22.66	\$23.66	\$24.66
	Year 5	\$23.70	\$24.70	\$25.70

Classification		July 1, 2026	July 1, 2027	July 1, 2028
		\$1.00	\$1.00	\$1.00
Pre-K Lead	Start	\$22.33	\$23.33	\$24.33
	Year 3	\$23.36	\$24.36	\$25.36
	Year 5	\$24.40	\$25.40	\$26.40

Premium for Maintenance Employee: A premium of two dollars (\$2.00) per hour for the Maintenance classification, if red seal certified and certification is in good standing. This is in addition to the wage increase for all hourly employees.

JO/jad/cope491
June 26, 2026

**LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4434
AND
HOLY CROSS SCHOOL INC.
RE: BEFORE AND AFTER PROGRAM**

The parties recognize that there may be occasions that additional staff is required in this program due to an increase in volume of students or workload in the program. The ratio would be one (1) bargaining unit employee to twenty-five (25) students.

If a Before and After Program worker and the administrator both agree that additional staff is required in the program, the School administrator will either make immediate arrangements for additional staff to be available for the program or, if no staff is available, the administrator will assist in the Before and After Program until such time as additional staff is available.

Certain expenses may arise in the operation of the Before and After Program to enhance the engagement and experience of participating children. The School administrator agrees to allocate a budget for the procurement of board games and other recreational activities deemed appropriate by the Before and After Program worker and the administrator, with the aim of enriching the program's offerings and fostering a positive environment for the children.

The budget shall be at the discretion of the School Administrator and it shall be subject to annual review per need basis.

Signed on this 30th day of June, 2026.

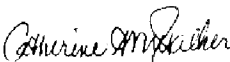
**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434**


Elaine Penikw (Jun 30, 2026 20:23:25 CDT)


Natalsha Visnelli (Jun 30, 2026 11:00:08 CDT)


Anna Katchanovski (Jun 30, 2026 14:17:10 CDT)

**ON BEHALF OF:
HOLY CROSS SCHOOL INC.**


Catherine McKeen

Derek Pritchard
Derek Pritchard (Jun 30, 2026 17:15:13 CDT)


Alexandre Bourgeois (Jun 30, 2026 11:20:29 CDT)

JO/jad/cope491
June 26, 2026

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4434
AND
HOLY CROSS SCHOOL INC.

RE: WORK ALONE AND WORKPLACE VIOLENCE POLICIES

The parties agree that within three (3) months of signing the Collective Agreement a committee comprised of Employer and Union members will meet to review the existing Work Alone Policy and Workplace Violence Policy and amend it as necessary to ensure the safety of all staff and students.

Workplace Violence

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

Definition of Violence

“Violence” in this context is the attempted or actual exercise of physical force against an employee, or any threatening statement (in person or electronically) or behaviour that gives an employee reasons to believe that physical force will be used against them during the course of their employment.

Violence in the workplace can come in different forms such as from persons outside the workplace with criminal intent, from other workers, from students, parents/guardians, and situations of domestic violence/intimate partner violence involving employees.

Training

In addition to improving the workplace violence Policy, the employer must carry out a violence risk assessment and ensure that all workers are trained on the violence prevention policy.

The employer agrees to facilitate trauma informed training in, non-violence intervention trainings and other necessary trainings for the employees, especially those employees working directly with children. These trainings shall be in accordance and in agreement with the guidelines set out by the Manitoba Catholic Schools Policy for protecting employees from violence in the workplace.

No Reprisals

The employer agrees that there shall be no loss of pay and benefits for an employee who has experienced or reported violence to the employer.

Signed on this 30th day of June, 2026.

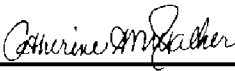
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LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4434
AND
HOLY CROSS SCHOOL INC.

RE: ROTATION FOR EDUCATION ASSISTANTS

In recognition of the demanding nature of working with challenging students, the Employer agrees to implement a rotation system for Educational Assistants (EAs) assigned to such students. EAs shall have the opportunity to rotate to different challenging students at the beginning of each school year, subject to the following conditions:

1. Rotation Process: EAs may submit a request for rotation to their supervisor or designated authority not later than one month prior to the end of the school year. The request shall include a rationale for the rotation, considering factors such as workload, stress, and professional development needs.
2. Approval: The Employer shall review rotation requests in a timely manner and provide a decision prior to the commencement of the new school year. Approval shall be granted based on the availability of suitable assignments and the overall needs of the school.
3. Duration of Rotation: Rotations shall typically occur at the beginning of each school year. However, in exceptional circumstances or at the discretion of the Employer, mid-year rotations may be considered if deemed necessary for the well-being and effectiveness of the EA.
4. Review and Evaluation: The effectiveness of the rotation system shall be periodically reviewed and evaluated by the Employer in consultation with EAs and relevant stakeholders. Adjustments may be made as necessary to optimize the rotation process and address any emerging challenges.

Signed on this 30th day of June, 2026.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434**


Elaine Pankiw (Jun 30, 2026 20:23:25 CDT)


Natasha Viselli (Jun 30, 2026 11:00:08 CDT)


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**ON BEHALF OF:
HOLY CROSS SCHOOL INC.**


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LETTER OF UNDERSTANDING
BETWEEN
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AND
HOLY CROSS SCHOOL INC.

RE: PRE-K PROGRAM BUDGET

The Pre-K Instructor may submit an annual budget proposal for supplies and materials needed for the Pre-K program. The Administrator will review and consider the proposal, aiming to accommodate it within budgetary constraints. Feedback on the proposal will be provided, with efforts made to ensure adequate resources for effective program delivery.

Signed on this 30th day of June, 2026.

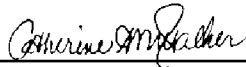
ON BEHALF OF:
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ON BEHALF OF:
HOLY CROSS SCHOOL INC.


 Catherine M. Pritchard

Derek Pritchard
 Derek Pritchard (Jun 30, 2026 17:15:13 CDT)


 Alexandre Bourgeois (Jun 30, 2026 11:20:29 CDT)

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 June 26, 2026

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4434
AND
HOLY CROSS SCHOOL INC.

RE: EDUCATIONAL ASSISTANT CLASSROOM COVERAGE (NEW)

Where the Employer is unable to secure a substitute teacher and requires classroom coverage, the Employer may offer the assignment to a qualified Educational Assistant.

Such opportunities shall first be offered to the Educational Assistant regularly assigned to the classroom. Where that employee declines or is unavailable, the opportunity shall be offered to other qualified Educational Assistants by seniority, provided they are available and capable of performing the assignment.

Educational Assistants assigned classroom coverage under this Letter shall receive an additional premium of \$3.00 per hour for all hours spent performing such assignment.

The parties recognize that Educational Assistants performing classroom coverage are not teachers and shall not be required to assume duties requiring teacher certification, including formal teacher evaluation responsibilities, report card preparation, or other duties that may only legally be performed by a certified teacher.

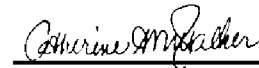
Such assignments shall be voluntary wherever reasonably practicable.

Signed on this 30th day of June, 2026.

ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434

ON BEHALF OF:
HOLY CROSS SCHOOL INC.


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