

FIRST COLLECTIVE AGREEMENT

- BETWEEN -

CUPE / *Canadian Union
of Public Employees*

LOCAL 4434

- AND -

ST. BONIFACE DIOCESAN HIGH SCHOOL

SEPTEMBER 16, 2020 TO AUGUST 31, 2022

Table of Contents

ARTICLE 1 - SCOPE OF AGREEMENT AND DEFINITIONS	1
ARTICLE 2 - DURATION OF AGREEMENT	2
ARTICLE 3 - UNION RECOGNITION	3
ARTICLE 4 - MANAGEMENT RIGHTS	3
ARTICLE 5 - DISCIPLINE AND DISCHARGE	4
ARTICLE 6 - UNION SECURITY AND DUES DEDUCTION	4
ARTICLE 7 - PROBATIONARY PERIOD	5
ARTICLE 8 - SENIORITY	5
ARTICLE 9 - LAYOFF AND RECALL	6
ARTICLE 10 - PROMOTIONS AND STAFF CHANGES	7
ARTICLE 11 - TERMINATION	8
ARTICLE 12 - GRIEVANCE PROCEDURE	9
ARTICLE 13 - ARBITRATION PROCEDURE	10
ARTICLE 14 - EMPLOYEE BENEFITS	10
ARTICLE 15 - MERGERS AND AMALGAMATIONS	10
ARTICLE 16 - HOURS OF WORK	11
ARTICLE 17 - OVERTIME	12
ARTICLE 18 - EXTRACURRICULAR ACTIVITIES	12
ARTICLE 19 - STATUTORY HOLIDAYS	13
ARTICLE 20 - VACATION	14
ARTICLE 21 - SICK LEAVE	14
ARTICLE 22 - LEAVE OF ABSENCE	15
ARTICLE 23 - GENERAL	19
ARTICLE 24 - NO DISCRIMINATION/HARASSMENT	19
ARTICLE 25 - REDUCED TUITION	20
ARTICLE 26 - CLASSIFICATIONS/RECLASSIFICATIONS	20
ARTICLE 27 - JOINT COMMITTEES	20
ARTICLE 28 - PROFESSIONAL DEVELOPMENT	21
LETTER OF UNDERSTANDING	25

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 endeavour to encourage high academic standards and promote 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 of St. Boniface Diocesan High School (hereinafter the "School");

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:

To maintain and improve harmonious relations between the Employer and the Union;

To recognize the mutual value of joint discussions in matters pertaining to working conditions;

To encourage efficiency in operation;

To promote a positive work environment for employees and educational environment for students;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT AND DEFINITIONS

- 1.1 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.
- 1.2 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 (1) 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 1.02 above.

Casual Employees, who successfully bid for a Regular position and after successful completion of the six (6) month probation period, 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. (Agreed August 20/20)

- (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 4434.
- (g) The term "Employer" shall mean St. Boniface Diocesan High School (SBDHS).

- 1.3 Where required, the masculine shall be construed as including the feminine, the feminine as including the masculine, the singular shall be construed as including the plural, and the plural the singular.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.1 This Agreement shall take effect and be binding upon the parties from September 16, 2020 until August 31, 2022 and thereafter until revised or terminated as hereinafter provided.
- 2.2 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.
- 2.3 There shall be no strikes, walkouts, or slowdowns on the part of any employee during the term of this Agreement.
- 2.4 There shall be no lockout on the part of the Employer during the term of this Agreement.
- 2.5 This Agreement may be amended during its term by mutual agreement.
- 2.6 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.

- 2.7 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

- 3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for Employees of the Employer as described in Certificate No. MLB-7343 dated July 31, 2019.
- 3.2 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.
- 3.3 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.
- 3.4 The Union shall notify the Employer, in writing, of the names of their Officers and Stewards.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 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 Discharge, Suspend or Discipline Employees for just cause.
- 4.2 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;
 - (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.
- 4.3 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

- 5.1 The Employer shall not discipline or discharge any employee, except for just cause.
- 5.2 Discipline shall be applied uniformly, and disciplinary measures shall be appropriate to their cause and subject to the principle of progressive discipline, verbal warning, written warning, suspension and termination.
- 5.3 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.
- 5.4 Employees shall have the right to a Union representative in any meeting or investigation involving discipline-related matters.

5.5 Video & Electronic Monitoring

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 employees in the area.

5.6 Personnel File

An employee may, at a mutually agreed time within two (2) business days, 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 personnel file. 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 6 - UNION SECURITY AND DUES DEDUCTION

- 6.1 The Employer agrees to the compulsory checkoff of Union dues for all employees covered by this Agreement.
- 6.2 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.
- 6.3 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.

- 6.4 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.
- 6.5 No employee shall be permanently laid off as a result of the Employer contracting out the work normally performed by that employee.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.1 Every new ten (10) month employee in the non-teacher category shall be placed on probation for a period of six (6) consecutive months of service inclusive of Christmas and spring breaks, but exclusive of summer break with a possible extension of (4) months from the date which employment is commenced.

Every new twelve (12) month employee in the non-teacher category shall be placed on probation for a period of six (6) consecutive months with a possible extension of (6) months from the date which employment is commenced.

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 with a possible extension of (10) months from the date which employment is commenced.

- 7.2 During the employee's 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.
- 7.3 Upon completion of the probationary period, seniority shall be retroactive to the original date of employment.

ARTICLE 8 - SENIORITY

- 8.1 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.
- 8.2 Seniority shall be maintained and accumulated during:
- (a) an absence due to sickness or accident for a period of up to one (1) year;
 - (b) a vacation or paid holiday and any paid leaves in accordance with this Collective Agreement, including Union leave, and Compassionate Care, Interpersonal Violence, maternity or parental leaves;
 - (c) an authorized leave of absence of up to thirty (30) calendar days; and
 - (d) Summer break period for ten (10) month Employees.
- 8.3 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.

- 8.4 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 one (1) year.
- 8.5 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 9.03; and
 - (e) an Employee is laid off for a period in excess of twenty-four (24) months.

ARTICLE 9 - LAYOFF AND RECALL

9.1 Definition of Layoff

A layoff is defined as a permanent cessation of work or a permanent reduction of hours by an employee implemented by the Employer. In the event of layoff, employees shall be given at least fifteen (15) working 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 one (1) day's notice and shall have no right to recall.

9.2 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. 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. 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.

9.3 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 fifteen (15) 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, 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.
- 9.4 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 9.5 In anticipation of seasonal layoffs at the end of the school year, the Employer and the Union shall meet prior to May 15th of each year to advise of the Employer's plans for staffing in the following school year.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

- 10.1 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) working 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. In addition, an employee has the right to request such notice be sent to a mailing address of their choosing within the Province of Manitoba during summer vacation period provided such request is made in writing to the Principal and the preferred mailing address is included in said written request.
- 10.2 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".
- 10.3 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.

- 10.4 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 basis in their new position for a period of three (3) months, except 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 a grievance.
- 10.5 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.
- 10.6 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.
- 10.7 The Employer will provide the lead shop steward in the workplace and the Secretary of CUPE Local 4434 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.
- 10.8 When the Employer 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.
- 10.9 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 I may be employed until such a time as the position can be filled according to the terms of this Agreement.

ARTICLE 11 - TERMINATION

- 11.1 An employee may terminate their employment by giving two (2) weeks' written notice. Employees with service of less than one (1) year may terminate their employment by giving written notice of one (1) week.
- 11.2 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

- 12.1 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 Employer's Human Resources Chair shall meet to discuss the grievance. The Employer's Human Resources 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 Executive Committee of the Employer, including the Archbishop, for consideration at its next regularly scheduled meeting. The Executive Committee 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.

- 12.2 Replies to grievances shall be in writing at all stages.
- 12.3 The Employer agrees to provide to the Union's Grievance Committee, where possible, a private room for their own purposes.
- 12.4 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.
- 12.5 The time limits in the grievance procedure may be extended by the written consent of both parties.

ARTICLE 13 - ARBITRATION PROCEDURE

- 13.1 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.
- 13.2 The parties agree that all disputes be arbitrated by a single arbitrator. Where the parties cannot agree on an arbitrator within twenty (20) 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).
- 13.3 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.
- 13.4 The parties shall each pay one-half (½) the fees and expenses of the arbitrator.

ARTICLE 14 - EMPLOYEE BENEFITS

- 14.1 Employees shall be eligible for pension and employee benefits as currently provided by the Employer. All matters regarding said pension and benefits shall be subject to the terms of said plans and policies. Under all circumstances, issues regarding entitlement to pension and benefits shall not be arbitrable pursuant to this Agreement.
- 14.2 Mileage shall be paid at fifty cents (.50¢) per kilometer and in all cases must be pre-approved.
- 14.3 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.
- 14.4 All employees shall be covered by The Workers' Compensation Act, in accordance with the provisions thereof. No employees shall have their employment terminated as a result of absence from work with a compensable accident.

ARTICLE 15 - MERGERS AND AMALGAMATIONS

- 15.1 In the event the Employer merges or amalgamates with any other body, the Employer will use its best efforts to ensure that:
 - (a) Employees shall be credited with all seniority rights with the Employer;
 - (b) All service credits relating to vacations with pay, sick leave credits and other benefits shall be recognized by the new Employer;
 - (c) All work and services presently performed by members of the bargaining unit shall continue to be performed by the members of the bargaining unit with the new Employer.

ARTICLE 16 - HOURS OF WORK

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

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 professional staff 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.

It is understood by both parties that teachers may, on an individual and voluntary basis, agree to hold meetings during their meal period.

- 16.2 The normal workweek for employees in the Educational Assistant classification shall be, in the case of "full-time" employees, from six (6) to six and one half (6.5) hours per day, 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 on start and end dates as mutually agreed upon by the parties and subject to the other articles in this Agreement.

- 16.3 The normal workweek for employees in the Library, Campus Ministry, Marketing and Communications and Administrative Assistant 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 up to two hundred (200) days during the regular school year, plus an additional one (1) week immediately following the end of the school year and up to an additional two (2) weeks immediately preceding the start of the school year, or such other start and end dates as mutually agreed upon by the parties, and subject to other articles in this Agreement. It should be noted that the Marketing and Communications classification works ten (10) months and is paid over twelve (12) months.

- 16.4 The Employer agrees to provide teachers with a minimum of six (6) preparation classes per six (6) day cycle, per semester with a minimum of sixty-eight (68) minutes per class. The Athletic Director shall be provided an additional sixty-eight (68) minute preparation class.

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

- 16.5 All non-teaching employees 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; and

- (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 seven (7) hours or more shall be entitled to the breaks set out under (a) and (b) above and one additional fifteen (15) minute paid rest break.
 - (d) Educational Assistants working six (6) or more consecutive hours, but less than seven (7) hours, shall be entitled to one (1) twelve (12) minute TA Break and one (1) thirty (30) minute unpaid break.
- 16.6 Part-time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.
- 16.7 When school is in session, the normal workweek for employees in the Custodian/Custodial Assistant classifications shall be, in the case of “full-time” employees, seven and one-half (7.5) hours per day, exclusive of any unpaid breaks, distribution of said hours to be agreed upon by the Principal of the School and the affected employee. When school is not in session, such as during Christmas, spring, and summer breaks, the normal workweek for twelve-month employees in the Custodian/Custodial Assistant classifications shall be, in the case of “full-time” employees, 37.5 hours per week, exclusive of any unpaid breaks. Employees in this classification shall be twelve-month employees.
- 16.8 An employee reporting for work and finding no work available shall be paid three (3) hours at their basic rate of pay. An employee who reports for a scheduled period of less than three (3) hours is entitled to be paid (a) the wage payable for the hours worked, if any; or, (b) the regular wage rate for the scheduled hours or work.

ARTICLE 17 - OVERTIME

- 17.1 It is the responsibility of each employee to maintain their normal work schedule at a satisfactory stage of completion.
- 17.2 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.
- 17.3 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 time at their rate of pay.
- 17.4 Overtime work shall not be performed or paid for unless authorized in writing by the Employer.

ARTICLE 18 - EXTRACURRICULAR ACTIVITIES

- 18.1 “Extracurricular activities” means student-related athletic, social, non-academic committee work, recreational and cultural activities, occurring outside the normal school day, 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 (without limitation) staff meetings, parent/teacher meetings,

academic committee work, in-service sessions, marking and setting examinations, or marking school assignments.

- 18.2 The parties acknowledge the importance of extracurricular activities as an integral part of each student's education experience.
- 18.3 An extracurricular activity is an activity that has received prior approval from the School Principal.
- 18.4 In any school year (as per the Minister of Education) an employee will be entitled to a paid leave of absence of one (1) day provided that they perform thirty (30) hours of eligible extracurricular duties during the school year; and the date for such leave shall be agreed upon between the principal and the employee and such additional day shall not be cumulative beyond the current school year.
- 18.5 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 - STATUTORY HOLIDAYS

- 19.1 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	Christmas Day

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

- 19.2 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.
- 19.3 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.
- 19.4 The Employer shall make request to the Minister of Education to have the school remained 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.
- 19.5 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 20 - VACATION

- 20.1 The vacation year shall be from September 1st to August 31st.
- 20.2 All non-teaching employees shall be entitled to the following periods of unpaid vacation leave:
- Less than five years' service as of August 31st - 10 days;
 - Five years' or more service but less than ten years' service as of August 31st - 15 days;
 - Ten years' service as of August 31st - 20 days;
 - More than twenty years' service as of August 31st - 25 days.
- 20.3 Further to 20.02 above, non-teaching ten (10) month employees shall be entitled to vacation allowance equivalent to two percent (2%) of regular wages for each five (5) days of unpaid vacation leave, payable on each paycheque.
- 20.4 Non-Teaching twelve (12) month employees shall be entitled to paid vacation leave in accordance with 20.02. Vacation leave for such employees shall be scheduled during periods when the School is not in operation and must be approved by the School Principal.
- 20.5 Vacation leave for employees in the Teacher classification shall be scheduled during periods when the School is not in operation.
- 20.6 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 this Article on a pro-rated basis.
- 20.7 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.
- 20.8 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 21 - SICK LEAVE

- 21.1 Sick leave is provided for the purpose of providing income to an employee during periods of illness or injury subject to this Article.
- 21.2 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.
- 21.3 Sick leave credits shall accrue at a rate of two (2) days per month for employees. 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.

- 21.4 An employee may use up to eight (8) sick days per year to care for an ill spouse, dependent child or dependent parent.
- 21.5 (a) The Employer may require an employee, who has been absent three (3) or more days within 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.
- (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.
- 21.6 Except in cases of emergency or unforeseen circumstances, every employee shall personally notify or cause someone to so notify on their behalf the Principal no later than 6:00 am if they are unable to report to work on that day due to illness or injury.
- 21.7 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.
- 21.8 Employees will be entitled to one (1) paid personal day per year, with the substitute being paid by the Employer. The Union recognizes that approval for 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.
- 21.9 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 In September of each year, the Employer agrees to provide each member of the bargaining unit with a printout of their sick leave accrual to date.
- 21.11 The Employer shall be responsible for obtaining substitutes for employees when ill or on leave.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.1 An employee will be required to submit a written request to the Employer for any leave of absence. Such a request must specify the reason for the leave of absence and will be

considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall be subject to operational requirements, not to be unreasonably denied.

22.2 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 forty (40) days in any one (1) calendar year.

22.3 Negotiating Leave/Joint Meetings

Up to two (2) 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.

22.4 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:

- death of spouse 5 days
- death of child or parent, stepchild or stepparent 5 days
- death of parent-in-law 5 days
- death of brother or sister 5 days
- death of grandparent or grandchild 5 days
- death of brother-in-law, sister-in-law, grandparent-in-law, daughter-in-law, son-in-law, Godchild, niece/nephew, aunt/uncle 1 day

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

One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment, cremation or a memorial service is at a later date.

22.5 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.

22.6 Compassionate Care Leave

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

In the event that the death of a family member occurs during the period of leave, the Compassionate Care Leave shall end, and the employee will commence bereavement leave as set out in this Agreement, where eligible.

The Employer shall grant Compassionate Care 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/.

22.7 Maternity Leave/Adoptive Leave/Parental Leave

Maternity Leave is an unpaid leave, taken by mothers near the end of a pregnancy or immediately afterwards.

Parental Leave is taken by fathers and mothers to care for a child after birth or adoption.

The Employer shall grant Maternity Leave and Parental 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/

22.8 Sabbatical

Employees who been employed by St. Boniface Diocesan High School, Inc. five (5) or more years may provide written request for a one (1) year leave of absence without pay. This request shall not be unreasonably denied. Where there is cause for denial, the Employee shall have the right to a one (1) year leave of absence without pay within the following two (2) years. Upon their return the employee shall be returned to their previous position.

Sabbatical Leave shall be subject to the following operational guidelines:

- (a) Applications for Leave 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 Leave must be stated by the applicant. Gainful employment during the leave is not prohibited;
- (c) Where applicable to the Collective Agreement, experience gained during such leave shall be recognized on the same basis as other experiences;

- (d) Employees whose applications are approved are guaranteed return as noted above;
- (e) Employees on Sabbatical leave will be deemed to have tendered their resignation if they do not provide four (4) months' notice in writing of their intention to return and/or do not return by the date specified;
- (f) No Employee is entitled to more than one (1) Leave of Absence without pay during their employment with the Employer. Additional leave may be granted at the discretion of the Board;
- (g) Employees on Leave may choose to continue with the Benefits package. Payments to the plan will be paid in full by the employee on leave; and,
- (h) A leave may be on a full or part-time basis provided such leave is taken in a full school year.

22.9 Religious Leave

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

22.10 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.

22.11 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 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

23.1 Paydays and Paycheques

The Employer agrees to make payment available to all hourly and salaried employees who shall be paid twice a month in accordance with Schedule "A" attached.

23.2 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.

23.3 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit on a condition of employment.

ARTICLE 24 - NO DISCRIMINATION/HARASSMENT

24.1 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.

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.

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.

24.2 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 as set out in sections 19 (a), (c) and (d) of The Human Rights Code.

24.3 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.

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

ARTICLE 25 - REDUCED TUITION

- 25.1 Employees in the bargaining unit that have children attending St. Boniface Diocesan High School shall receive a seventy percent (70%) reduction in their children's tuition payable to St. Boniface Diocesan High School, provided that said employees have been employed by SBDHS 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 35% 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, classroom fees, extracurricular activity fees, IT fees, field trip fees, hot lunch fees and uniform fees.

ARTICLE 26 - CLASSIFICATIONS/RECLASSIFICATIONS

- 26.1 The Employer agrees to reasonably maintain job descriptions for Teaching and 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.

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

- 26.2 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 27 - JOINT COMMITTEES

27.1 Workplace Safety and Health Committee

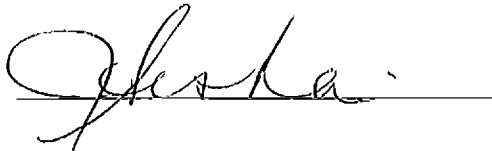
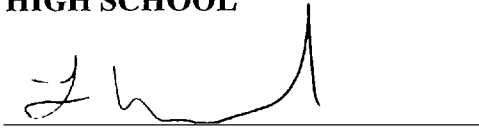
- (a) A joint Workplace Safety and Health Committee shall exist to examine all aspects of safety and health within the School. Union representation on the Committee shall not exceed three (3) members who shall be appointed by the Union;

- (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.

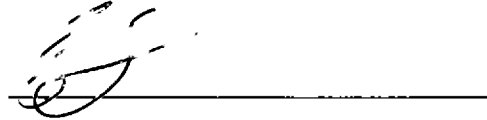
ARTICLE 28 - PROFESSIONAL DEVELOPMENT

- 28.1 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. If said event is to occur outside of regular school hours, employees are to be paid the equivalent of the Substitute Teacher Daily rate.
- 28.2 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.
- 28.3 Educational Assistants shall be allowed up to two (2) paid professional development days per school year to be taken for in-services mutually agreeable to the Principal and the employee. Additional paid in-service days may take place at the discretion of the Employer.

**ON BEHALF OF THE EMPLOYER:
ST. BONIFACE DIOCESAN
HIGH SCHOOL**



**ON BEHALF OF THE UNION:
CANADIAN UNION OF
PUBLIC EMPLOYEES**



SCHEDULE A

TEACHERS WAGE SCALE

Effective September 1, 2020

Experience	Class 4	Class 5	Class 6	Class 7
0	50,174.71	54,003.70	57,298.28	60,691.06
1	53,347.39	57,268.33	60,765.99	62,657.17
2	56,570.77	60,534.59	64,238.71	67,954.52
3	59,772.14	63,799.23	67,709.78	71,585.74
4	62,968.50	67,065.50	71,177.52	75,216.25
5	66,155.31	70,331.82	74,650.24	78,847.12
6	69,364.56	73,596.43	78,121.28	82,477.99
7	72,564.30	76,861.05	81,590.68	86,110.55
8	75,760.64	80,129.02	85,061.75	89,741.41
9	78,957.03	83,393.63	88,529.46	93,372.32

Effective September 1, 2021 – 1% Increase

Experience	Class 4	Class 5	Class 6	Class 7
0	50,676.46	54,543.74	57,871.26	61,297.97
1	53,908.14	57,841.02	61,373.65	63,283.75
2	57,136.47	61,139.94	64,881.10	68,634.07
3	60,369.86	64,437.22	68,386.88	72,301.60
4	63,598.19	67,736.16	71,889.29	75,968.42
5	66,816.86	71,035.14	75,396.74	79,635.59
6	70,058.20	74,332.40	78,902.49	83,302.77
7	73,289.94	77,629.66	82,406.59	86,971.65
8	76,518.24	80,930.31	85,912.37	90,638.82
9	79,746.61	84,227.56	89,414.76	94,306.04

CHANGE IN CLASSIFICATION

The onus is on the teacher to give notice to the Employer as soon as possible after credit has been obtained for change in classification. In giving notice, the teacher must offer documentary evidence that their increased qualifications have been registered with the Professional Certification Branch of Manitoba Education.

The salary change for increased qualifications shall become effective September 1st of each school year following receipt of the confirmation of the increased qualifications from the Professional Certification Branch of Manitoba Education.

The salary increase will not be retroactive to the actual date that credit was obtained.

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 be paid an annual salary based upon the percentage that their workload contracted for bears to a full-time workload.

NON-TEACHER WAGE SCALE

Classification	***Start Rate	*August 27, 2020	**August 27, 2021
Library Supervisor	\$13.00	\$13.00	\$14.00
Admin Assistant	\$40,000.00	\$40,400.00	\$40,804.00
Educational Assistants	EA 1 (non certified) - \$15.00 EA 2 (certified) - \$16.50	\$19.00	\$20.00
Custodian	\$18.50	\$20.10	\$20.30
Custodial Assistant	\$16.95	\$17.95	\$18.95
Marketing & Communications	\$20.20	\$20.20	\$20.40
Campus Ministry	\$40,000.00	\$44,400.00	\$44,884.40

2020/2021 School Year wages for current Employees as at the ratification of this present Agreement.

** This column indicates 2021/2022 School Year Wages for the current Employees as at the ratification of this present Agreement.

*** This column indicates the starting wage for New Hires in the Non-Teacher Classifications after the ratification of this present Agreement. After the ratification of this present Agreement:

- (i) New Hires in the Library Supervisor classification will get a maximum \$1.00 per hour raise up to \$18.00 per hour at which point they will get a percentage increase;

- (ii) The Admin Assistant classification will get a percentage increase;
- (iii) The Educational Assistant classification will get a maximum \$1.00 per hour raise up to \$20.00 per hour at which point they will get a percentage increase. The sliding scale starting wage for the Educational Assistant classification is in place to recognize experience and/or certification of individual Employees;
- (iv) The Custodian classification will get a maximum \$1.00 per hour raise up to \$20.00 per hour at which point they will get a percentage increase;
- (v) The Custodial Assistant classification will get a maximum \$1.00 per hour raise up to \$20.00 per hour at which point they will get a percentage increase;

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4434

- AND -

ST. BONIFACE DIOCESAN HIGH SCHOOL

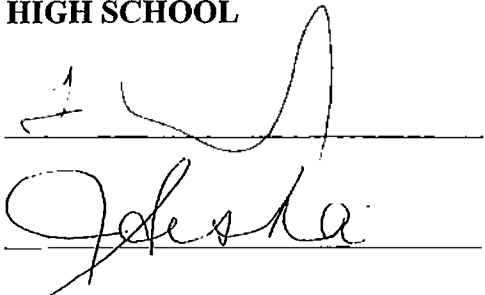
RE: CAMPUS MINISTRY – FLEX TIME

The Parties agree that, as it relates to the Campus Ministry position, due to the requirements and provisions of this position, the employee must work an extended/alternative workday. The Employer reserves the right to prescribe schedules for the Campus Ministry position in order to ensure that there is coverage for the requirements and provisions of the position. All hours worked on an extended/alternate day shall be used to create a shorter work week and shall be taken back before the end of the school year and will not accumulate into the next school year. Overtime does not apply to the Campus Ministry position working extended/alternate days/hours under this Letter of Understanding. Hours are accrued on an hour for hour basis.

This Letter of Understanding shall be attached to and forming part of this Agreement.

Signed this 9 day of April , 2021.

**ON BEHALF OF THE EMPLOYER:
ST. BONIFACE DIOCESAN
HIGH SCHOOL**



**ON BEHALF OF THE UNION:
CANADIAN UNION OF
PUBLIC EMPLOYEES**

