

COLLECTIVE AGREEMENT

BETWEEN

CUPE Canadian Union
of Public Employees
LOCAL 4434

AND

HOLY CROSS SCHOOL INC.

TERM OF AGREEMENT
JULY 1, 2023 TO JUNE 30, 2026

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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 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.

- (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, 2023, until June 30, 2026, 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 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 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 The Employer agrees that video and electronic monitoring equipment shall not be used to seek out culpable activity of employees covered by this Agreement.

5.03 Upon employee request, the Employer shall provide a copy of the employee's personnel file to the employee.

5.04 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.

5.05 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.

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) day'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), such notice will be sent to the last reported address of all members of the bargaining unit within the classification where the vacancy exists. Employees' personal email addresses may be used to send such notice, provided that the employee has provided an address to the Employer for such purpose.

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 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.
- 10.05 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.
- 10.06 When an employee temporarily replaces another employee in a higher rated position, their rate of pay shall be adjusted to the higher rate of pay for all hours so worked. When an employee is temporarily assigned duties of a lower rated position, they shall maintain the higher salary.
- 10.07 The Employer will provide the President and 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.
- 10.08 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.

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 Replies to grievances shall be in writing at all stages.

12.03 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) John M. P. Korpesho
- 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 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.

- 16.04 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; and
 - (c) the employee may claim a maximum of two (2) such leaves of absence in the current or following school year (as per the Minister of Education).
- 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.

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

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.

- 18.02 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.
- 18.03 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.
- 18.04 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.
- 18.05 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, Para-professional and Before/After School, and Custodial classifications shall be entitled to the following periods of unpaid vacation leave:
- Less than five years' service as of June 30 - 10 days;

- Five years' or more service but less than ten years' service as of June 30 - 15 days;
- More than ten years' service as of June 30 - 20 days;
- More than twenty 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 classifications shall be entitled to paid vacation leave in accordance with 19.02.

Maintenance 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 classification 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 work 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) 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
 - (d) 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 Personal Days
- In addition to regular sick leave, employees will be entitled to **two (2)** paid personal day 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.
- 20.12 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.
- 20.13 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.

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 Negotiating Leave/Joint Meetings

Up to **three (3)** employee representatives of the Union, who are members of the Bargaining Committee or a Shop Steward representing an employee concerning a grievance, shall have the privilege of attending joint Union-Management meetings whenever such meetings are held within working hours without loss of remuneration.

21.04 Bereavement Leave

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

- | | | |
|-----|---|--------|
| (a) | death of 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.

21.05 Jury Duty

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

21.06 The Employer shall grant maternity and parental leave in accordance with *The Employment Standards Code*.

21.07 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

21.08 Maternity Leave/Adoptive Leave/Parental Leave

- (a) Every employee:
- (i) Who submits to the Employer an application in writing for leave at least four (4) weeks before the day specified in the application as the day on which such leave is to commence;
 - (ii) Who provides the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and

specifying the estimated date of delivery is entitled to and shall be granted maternity leave consisting of:

- (1) a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of a delivery specified in the certificate mentioned in clause (ii); or
 - (2) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (ii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (iii) meets the eligibility criteria outlined in *The Employment Standards Code* - Section 9(53).
- (b) (i) Every employee shall be entitled to maternity leave and shall be entitled to adoptive leave in accordance with this Agreement.
- (ii) Every employee shall be entitled to unpaid parental leave for a period of sixty-three (63) weeks. In the case of adoption leave, an employee is eligible to receive ninety percent (90%) of pay for ten (10) of these weeks, as per Article 21.08 (b) (vii).
- (iii) Except as otherwise provided herein, *The Employment Standards Code* will apply.
- (iv) The Employer and the employee may mutually agree to extend the length of leave if the employee so desires. Any such arrangements shall be confirmed in writing by the Employer. Normally the employee would provide at least two (2) weeks' notice of making such a request under this clause.
- (v) An employee taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada (HRDC) to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a SUB plan being made with HRDC.
- (vi) In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
- (1) for the first two (2) weeks, payment equivalent to ninety percent (90%) of **their** gross salary, and

- (2) 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 her gross salary.
 - (3) The Employer shall provide sick leave entitlement to a pregnant employee who, as a result of her condition either before or after delivery, is unable to be at work and perform her regular duties for a valid health-related reason(s).
- (vii) An employee taking adoptive leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from HRDC to a SUB Plan. The implementation of this clause is subject to the successful arrangement of a SUB Plan with HRDC.
- (viii) In respect of the period of adoptive leave, payments made according to the SUB Plan will consist of the following:
- (1) for the first two (2) weeks, payment equivalent to ninety percent (90%) of gross salary, and
 - (2) up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.
 - (3) This article shall only apply to the adoption of children twelve (12) years of age and under.
- (c) An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Employer in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- (d) Subject to Article 7.02 (b), for the purpose of calculating benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.
- (e) Additional maternity benefits may be granted to female teachers provided a mutually satisfactory agreement can be concluded between the Division and the teacher.

21.09 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.

21.10 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.

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

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

- 26.01 (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

27.01 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.

27.02 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

28.01 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.

28.02 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.

28.03 Should the employee leave before completing the pre-approved course, no monetary reimbursement will be issued.

28.04 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.

28.02 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 28 day of June, 2024, Winnipeg, Manitoba.

**FOR:
HOLY CROSS SCHOOL INC.**

Catherine Walker
D. B. Puhel

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434**

Jill Anderson
Graver
R.
E. Pankew

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

For Teachers:

Effective July 1, 2023 – 2.25% increase

Effective July 1, 2024 – 2.75% increase

Effective July 1, 2025 – 6% increase

Classification	Years Experience	July 1, 2023 2.25%	July 1, 2024 2.75%	July 1, 2025 6%
Teacher (Class II)	N/A	\$58,912.92	\$60,533.03	\$64,165.01
Teacher (Class IV)	0	\$50,591.42	\$51,982.68	\$55,101.64
	1	\$53,651.09	\$55,126.49	\$58,434.08
	2	\$56,710.74	\$58,270.29	\$61,766.51
	3	\$59,776.23	\$61,420.08	\$65,105.28
	4	\$62,837.37	\$64,565.40	\$68,439.32
	5	\$65,897.04	\$67,709.21	\$71,771.76
	6	\$68,959.61	\$70,856.00	\$75,107.36
	7	\$72,019.30	\$73,999.83	\$78,439.82
	8	\$75,080.43	\$77,145.14	\$81,773.85
	9	\$78,144.44	\$80,293.41	\$85,111.02
Teacher (Class V)	0	\$54,254.60	\$55,746.60	\$59,091.39
	1	\$57,382.46	\$58,960.48	\$62,498.11
	2	\$60,507.43	\$62,171.38	\$65,901.67
	3	\$63,632.37	\$65,382.26	\$69,305.20
	4	\$66,757.34	\$68,593.16	\$72,708.75
	5	\$69,434.02	\$71,343.45	\$75,624.06
	6	\$73,008.72	\$75,016.46	\$79,517.45
	7	\$76,130.79	\$78,224.39	\$82,917.85
	8	\$79,261.55	\$81,441.24	\$86,327.72
	9	\$82,387.97	\$84,653.64	\$89,732.86
Teacher (Class VI)	0	\$54,844.97	\$56,353.20	\$59,734.40
	1	\$58,162.88	\$59,762.36	\$63,348.10
	2	\$61,486.60	\$63,177.48	\$66,968.13
	3	\$64,808.85	\$66,591.10	\$70,586.56
	4	\$68,128.22	\$70,001.75	\$74,201.86
	5	\$71,449.05	\$73,413.90	\$77,818.73
	6	\$74,775.66	\$76,831.99	\$81,441.91
	7	\$78,095.02	\$80,242.64	\$85,057.19
	8	\$81,417.29	\$83,656.26	\$88,675.64

Classification	Years Experience	July 1, 2023 2.25%	July 1, 2024 2.75%	July 1, 2025 6%
	9	\$84,743.91	\$87,074.37	\$92,298.83
Teacher (Class VII)	0	\$58,135.32	\$59,734.04	\$63,318.09
	1	\$61,651.99	\$63,347.41	\$67,148.26
	2	\$65,175.93	\$66,968.27	\$70,986.36
	3	\$68,696.94	\$70,586.10	\$74,821.27
	4	\$72,215.07	\$74,200.99	\$78,653.05
	5	\$75,736.08	\$77,818.83	\$82,487.96
	6	\$79,261.46	\$81,441.15	\$86,327.62
	7	\$82,779.58	\$85,056.01	\$90,159.37
	8	\$86,302.06	\$88,675.36	\$93,995.89
	9	\$89,827.43	\$92,297.69	\$97,835.55

Hourly Employees

An increase of one dollar (\$1.00) per hour each year, effective July 1, 2023 to July 1, 2025

The Percentage increase be applied for the EA Certification Premium

Classification		July 1, 2023	July 1, 2024	July 1, 2025
		\$1.00	\$1.00	\$1.00
Maintenance	Hourly	\$25.64	\$26.64	\$27.64
Custodial (Day/Evening)	Hourly	\$21.04	\$22.04	\$23.04
Administrative Assistant	Hourly	\$31.26	\$32.26	\$33.26
Secretary	Hourly	\$29.99	\$30.99	\$31.99
Before & After Program	Start	\$18.63	\$19.63	\$20.63
	Year 3	\$19.66	\$20.66	\$21.66
	Year 5	\$20.70	\$21.70	\$22.70
Educational Assistant	Start	\$18.63	\$19.63	\$20.63
	Year 3	\$19.66	\$20.66	\$21.66
	Year 5	\$20.70	\$21.70	\$22.70
EA Certification Premium	Start	\$1.73	\$1.78	\$1.88
	Year 3	\$1.83	\$1.88	\$1.99
	Year 5	\$1.92	\$1.98	\$2.09
Religious Coordinator	Start	\$18.63	\$19.63	\$20.63
	Year 3	\$19.66	\$20.66	\$21.66
	Year 5	\$20.70	\$21.70	\$22.70
Pre-K Lead	Start	\$19.33	\$20.33	\$21.33
	Year 3	\$20.36	\$21.36	\$22.36
	Year 5	\$21.40	\$22.40	\$23.40

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.

Classification Adjustment: The Clerical classification remains two (2) classifications; Administrative Assistant and Secretary.

The Clerical staff (Administrative Assistant & Secretary) be regarded as hourly employees and their wages recorded as such.

Retroactive Pay:

All increases be made retroactive for all employees covered under this collective agreement who were employed as of the start of the September 2023 school year.

All eligible employees shall receive full retroactivity for all hours worked and/or paid. This retroactive pay shall be issued to eligible employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive payments will be provided via paycheques that are separate and distinct from their regular earnings.

**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 this 28 day of June, 2024.

**FOR:
 HOLY CROSS SCHOOL INC.**

Catherine M. Walker
D. B. Roberts

**FOR:
 CANADIAN UNION OF PUBLIC
 EMPLOYEES, LOCAL 4434**

Bill Anderson
Rhonda
E. Parvian
MC

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 this 28 day of June, 2024.

**FOR:
HOLY CROSS SCHOOL INC.**

Catherine McFarley
D. P. Puhel

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434**

Jill Anderson
[Signature]
[Signature]
E. Pankeiv

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4434
AND
HOLY CROSS SCHOOL INC.
RE: ROTATION FOR EDUCATION ASSISTANTS (*new*)

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.**

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4434

AND

HOLY CROSS SCHOOL INC.

RE: PRE-K PROGRAM BUDGET (*new*)

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 20 day of June, 2024.

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

ON BEHALF OF:
HOLY CROSS SCHOOL INC.

Pankiv

Catherine McAbee

Bill Anderson

Deb Puhul

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4434

AND

HOLY CROSS SCHOOL INC.

RE: NATIONAL DAY FOR TRUTH AND RECONCILIATION

Whereas the Province of Manitoba has not made a determination regarding the National Day for Truth and Reconciliation with respect to school operations in the province.

The parties agree that, should the province announce schools will honour the National Day for Truth and Reconciliation and schools will remain closed on this day, this day will be treated as a Statutory Holiday for all school staff as per Article 18 of the Collective Agreement.

Signed this 28 day of June, 2024.

**FOR:
HOLY CROSS SCHOOL INC.**

Catherine DiPaol
Dee Pentel

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434**

Jill Puel
Graser
[Signature]
J. Pankiewicz