

Collective Agreement

- between -

CUPE Canadian Union
of Public Employees
Local 4434-01

- and -



St. Emile School, Inc.

Term of Agreement:
January 1, 2023 to December 31, 2025

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PREAMBLE

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

AND WHEREAS the parties 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. Emile 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:

- (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 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) **Permanent 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) **Permanent 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) **Term 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 Term Employee becomes a Permanent Employee, seniority shall commence from the first day of the last term of temporary employment preceding appointment as a Permanent 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.**

1.04 The preamble, appendices and schedules are integral parts of this Agreement. The parties confirm the truth in substance and fact of the recitals set out in the preamble.

1.05 The headings and the division of this Agreement into articles, sections, subsections and clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2 – DURATION OF AGREEMENT

- 2.01 This Agreement shall take effect and be binding upon the parties from **January 1, 2023, until December 31, 2025**, 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 6889 dated August 1, 2012.
- 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.

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, up to and including discharge.
- 4.02 Without limiting the generality of the foregoing, the parties acknowledge that the following conditions of employment shall apply to all employees:
- (a) The employee shall exhibit conduct and a way of life that is consistent with Catholic standards;
 - (b) The determination of what are Catholic standards shall be the sole right and prerogative of the Pastor and such decisions shall not be reviewable, appealable or grievance other than to the Diocesan Bishop; and
 - (c) Breach of this paragraph may constitute just cause for discipline or discharge. Any discipline or discharge imposed by the Employer as a result of such breach may be appealed and/or grieved to the Diocesan Bishop and may not be the subject of a grievance pursuant to the Agreement. If either party is dissatisfied with the decision of the Diocesan Bishop, said decision may be appealed and/or grieved to the Canadian Council of Bishops and then to the Holy Father. In such cases, the Union shall have the right to represent the employee during such proceedings.
- 4.03 The Union recognizes the exclusive rights 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 ACCESS TO PERSONNEL FILES

- 5.01 The Employer shall not discipline or discharge any employee, except for just cause.
- 5.02 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.

- 5.03 Documents contained in the employee's personnel file that are related to disciplinary offences shall be removed after three (3) years from the date of the offence, should there be no repeat of the offence. The employee shall be provided with a copy of any letters placed in the employee's personnel file, and the CUPE National Representative shall be copied on all documents that are related to disciplinary offences.
- 5.04 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.
- 5.05 The parties accept the general concept of progressive discipline, based on the principle that penalties imposed shall be commensurate with the offence committed.

ARTICLE 6 – UNION SECURITY AND DUES DEDUCTION

- 6.01 The Employer agrees to the compulsory checkoff of Union dues for all employees covered by this Agreement.
- 6.02 In consideration of the Employer making the compulsory checkoff of Union dues as herein provided, the Union agrees to and does hereby indemnify and save the Employer harmless for all claims, demands, actions and 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 checkoff 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 all or substantial portions of 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 **five (5)** consecutive months of service inclusive of Christmas and spring breaks, but exclusive of summer break.
- Every new employee in the Teacher Classification shall be placed on probation for a period of **eight (8)** months of service, exclusive of summer break.
- 7.02 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.
- 7.03 Upon satisfactory completion of the probationary period, seniority shall be retroactive to the original date of employment.
- 7.04 Should the Employer determine, **based on reasonable and documented grounds**, that the employee has not satisfactorily completed the initial period of probation, the Employer may either terminate the employment of the employee or extend the employee's period of probation for a further term not to exceed **three (3)** months. **The employee will receive a written notice from the Employer outlining the areas requiring improvement.**
- 7.05 **If a Temporary Employee becomes a Permanent Employee, the probationary period will commence from the first day of the last term of temporary employment preceding appointment as a Permanent 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 three (3) months;
 - (b) a vacation, or paid holiday or maternity and/or parental leave;
 - (c) an authorized leave of absence of up to twenty-one (21) 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 eighteen (18) months;
 - (b) authorized leaves in excess of twenty-one (21) calendar days; and
 - (c) an absence due to sickness or accident for a period in excess of three (3) months but not greater than six (6) months.
- 8.04 Seniority shall be forfeited and employment deemed terminated for any of the following:
- (a) an employee resigns from employment;
 - (b) an employee is discharged for just cause and not reinstated;
 - (c) an employee fails to return to work following an approved leave of absence or suspension without consent of the Employer;
 - (d) an employee fails to return to work upon recall in accordance with Article 9; and
 - (e) an employee is laid off for a period in excess of eighteen (18) months.
- 8.05 A seniority list as of September 1st shall be prepared and circulated each year during the month of September to all employees and the Union Representative. The seniority list shall include employees' full name, classification, position title, and seniority date.
- 8.06 A random selection shall be made for employees with the same hire date. Methodology is to be agreed-to between the parties, and witnessed by the Union, for existing and future employees.

ARTICLE 9 – LAYOFF AND RECALL

9.01 Definition of Layoff

A layoff is defined as a cessation of work, or a reduction of five (5) or more hours of work per week, based on a 37.5 hour work week, and implemented by the Employer, which is not a discharge or an end of term. Where average weekly hours of work are fewer than 37.5 hours per week in the four months leading up

to a layoff, the definition of layoff will be prorated and rounded to the nearest fifteen (15) minutes. In the event of layoff, employees shall be given ten (10) working days' notice of layoff or salary in lieu thereof.

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. 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 he is to be laid off at least ten (10) working days before the date on which he is 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, 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 e-mail to the last known address of the employee and reasonable attempts will be made to contact the employee by phone at their last known numbers. A recalled employee shall have two (2) working days to advise the Employer if they accept the recall. Upon acceptance, the recalled employee shall have a further ten (10) working days to return to work, unless otherwise mutually agreed upon. Failure to accept recall shall result in forfeiture of seniority and termination of employment.

- 9.04 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 9.05 A copy of any layoff letters and recall notifications shall be sent to the President and Secretary of the Local.

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 dated 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. This notice shall include the wage rate and EFT (weekly number of hours). A copy of the posting shall be sent via email to the President and Secretary of the Local Union and emailed to each employee five (5) working days prior to the closing date of the vacancy. In the event a notice is issued during the summer vacation period (July and August), an employee has the right to request such notice be sent to a mailing address of their choosing within the Province of Manitoba or to an email address of their choosing during summer vacation period provided such request is made in writing to the Principal and the preferred address is included in said written request. In the event an employee does not use electronic communications, they may make a request to receive information by mail.
- 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 Where the senior candidate has, in the judgment of the employer, the ability, skill, reliability, competency, experience, and qualifications required in the posting, the senior candidate shall be awarded the position.
- 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 probation in accordance with Article 7 of this Agreement. In the event of unsatisfactory performance in their new position during the probationary period, the employee shall be returned by the Employer to their former position, salary and classification without loss of seniority and such return shall not be the subject of grievance.
- 10.05 Where an employee changes classification and it is a promotion, the employee shall be paid at the step in the range nearest to their previous rate of pay that represents a pay increase.

- 10.06 When an employee temporarily replaces another employee in a higher rated position, their rate of pay shall be adjusted to the higher rate of pay for all hours so worked. When an employee is temporarily assigned duties of a lower rated position, they shall maintain the higher salary.
- 10.07 The Employer will provide the President and Secretary of CUPE Local 4434-01 with the name of the successful applicant for positions within the bargaining unit, or any newly hired employee or recalled ten-month employee within the bargaining unit within ten (10) working days of an appointment and of all resignations, retirements and deaths of bargaining unit employees. A copy of the letter of hire (letter of offer) will also be sent to the Union.
- 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.
- 10.09 When there is a vacancy that, in the view of the Principal and for the good of the School, must be filled immediately Casual Employees as defined in Article 1 may be employed until such a time as the position can be filled according to the terms of this Agreement.

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 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 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 Pastor of the Parish, 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.

- 12.02 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 be arbitrated by a single arbitrator. Where the parties cannot agree on an arbitrator within ten (10) days of the request received pursuant to Article 13.01, either party may request an arbitrator be appointed by the Manitoba Labour Board in accordance with section 114 of *The Labour Relations Act (Manitoba)*.
- 13.03 The decision of the arbitrator shall be final and binding on both parties, but in no event, shall the arbitrator alter, modify, or amend this Agreement in any respect.
- 13.04 The parties 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 (½) of the fees and expenses of the arbitrator.

ARTICLE 14 – EMPLOYEE BENEFITS

- 14.01 Eligible employees shall be enrolled in the Manitoba Catholic Schools Benefit Group Inc. (MCSBG), or the Plan. Employees shall be eligible for pension and employee benefits as they may be offered and altered from time to time by the Plan. All matters regarding said benefits shall be subject to the terms of said Plan or of any successor plan. Under all circumstances, issues regarding benefits shall not be arbitrable pursuant to this Agreement. Should the MCSBG cease to exist, or cease to include all eligible members, the Employer shall undertake reasonable commercial efforts to provide a replacement plan without break in benefits. Ten (10) month employees will continue benefits throughout the summer months unless the employee has indicated their intent not to return in the fall term or the Employer has deemed the layoff permanent.
- 14.02 Mileage shall be paid at fifty cents (50¢) per kilometre and in all cases must be pre-approved.
- 14.03 All **hourly** 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.
- 14.04 **Workers Compensation for Teachers:**
- When a teacher suffers an on-the-job-injury, the teacher shall be covered against loss of wages up to 90 working days or 120 calendar days until long-term disability begins. The period of time absent from work as a consequence of an on-the-job-injury shall not be charged against the accumulated sick leave balance.**
- The School shall reimburse out of pocket expenses incurred by the teacher as a result of an on-the job injury to a maximum of one thousand dollars (\$1,000) per school year where that teacher has certain expenses beyond the maximum coverage provided for in the Extended Health Plan or incurs certain expenses related to medical items not covered by the Extended Health Plan and where such expenses are not covered by another Party or Plan.**
- 14.05 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.

ARTICLE 15 – ENTIRE AGREEMENT

- 15.01 This Agreement represents the entire agreement between Employer and the employees and replaces any previous agreements that may have existed between the Employer and any one or more employees. No employee shall make a written or verbal employment agreement with the Employer outside of this Collective Agreement.
- 15.02 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

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

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.

- 16.02 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 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 during the regular school year or such other start and end dates as mutually agreed upon by the parties, and subject to the

Employer's right to lay off employees in conformity with Article 9 and any other relevant articles in this agreement.

16.03 The normal workweek for employees in the Before/After School Classification shall be up to six and one-half (6.5) 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 during the regular school year or such other start and end dates as mutually agreed upon by the parties, and subject to the Employer's right to lay off employees in conformity with Article 9 and any other relevant articles in this agreement. Educational Assistants who work in BASC shall be paid at the EA I rate.

16.04 The normal workweek for employees in the Clerical classification shall be thirty-seven and one-half (37.5) hours per calendar week, exclusive of any unpaid breaks 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 during the regular school year plus an additional one (1) week immediately following the end of the school year and an additional two (2) weeks immediately preceding the commencement of the school year, or such other start and end dates as mutually agreed upon by the parties, and subject to the Employer's right to lay off employees in conformity with Article 9 and any other relevant articles in this agreement.

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

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

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

- (a) such employees working more than three (3) consecutive hours - one (1) fifteen (15) minute paid rest break;
- (b) such employees working more than five (5) consecutive hours shall be entitled to one (1) thirty (30) minute unpaid meal break; and

- (c) such employees working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute paid breaks and one (1) half hour unpaid break.

- 16.07 Part-time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.
- 16.08 When school is in session, the normal workweek for employees in the Custodial II classification shall be, in the case of “full-time” employees, **eight (8)** hours per day, exclusive of any unpaid breaks and rest periods, 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 Custodial II classification shall be, in the case of “full-time” employees, **forty (40)** hours per week, exclusive of any unpaid breaks and rest periods. Employees in this classification shall be twelve-month employees.
- 16.09 When school is in session, the normal workweek for employees in the Custodial I classification shall be up to **eight (8)** hours per day, exclusive of any unpaid breaks and rest periods, 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 Custodial I classification shall be up to **forty (40)** hours per week, exclusive of any unpaid breaks and rest periods. Employees in this classification shall be twelve-month employees.

ARTICLE 17 – OVERTIME

- 17.01 All non-teaching employees shall be paid one and one-half times (1½) their regular hourly rate for all hours worked in excess of forty (40) hours of work or eight (8) hours a day provided the excess hours worked have been approved in writing, in advance, by the Employer, or worked without advance permission due to necessary supervision of a non-employee or emergent circumstances.
- 17.02 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 and one-half (1.5).
- 17.03 Overtime work shall not be performed or paid for unless authorized in writing by the Principal.
- 17.04 **In lieu of overtime, staff members who attend overnight camps or trips will be entitled to one half (½) day of personal leave for each night away to a**

maximum of two (2) days. Hourly staff will be paid for 8 hours a day in addition to the ½ day of leave.

ARTICLE 18 – EXTRACURRICULAR ACTIVITIES

- 18.01 “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.
- 18.02 The parties acknowledge the importance of extracurricular activities as an integral part of each student’s education experience.
- 18.03 An extracurricular activity is an activity that has received prior approval from the School principal.
- 18.04 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. **An employee is entitled to claim up to two (2) such leaves of absence within the current school year. If a leave is accrued in June, it can be utilized in the subsequent school year but must be taken by December 31st.**
- 18.05 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

- 19.01 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	Christmas Day
National Day of Truth & Reconciliation		

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.

- 19.02 The observance of Remembrance Day in Manitoba is subject to the provisions of *The Remembrance Day Act*, and shall be observed on the day it occurs. Therefore, employees shall earn their regular rate of pay when Remembrance Day is observed on a normal working day.
- 19.03 The Employer shall make request to the Minister of Education to have the school 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.
- 19.04 When a general holiday falls on a Saturday or Sunday, the general holiday shall be observed on a working day continuous with the weekend determined by the Employer.
- 19.05 When a general holiday covered under this Article occurs during an employees' paid vacation leave covered under Article 20 - Vacation, **they** shall be allowed an additional day off at a time mutually agreeable to the Employer and the employee.
- 19.06 When a general holiday occurs during an employee's unpaid vacation leave, **they** shall be paid general holiday pay in accordance with 19.01 herein.

ARTICLE 20 – VACATION

- 20.01 The vacation year shall be from September 1st to August 31st.
- 20.02 All non-teaching employees shall be entitled to the following periods of unpaid vacation leave:
- less than five (5) years' service as of August 31st 10 days
 - five (5) years or more service but less than ten (10) years' service as of August 31st 15 days
 - more than ten (10) years' service as of August 31st 20 days

- 20.03 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.
- 20.04 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.
- 20.05 Vacation leave for employees in the Teacher classification shall be scheduled during periods when the School is not in operation.
- 20.06 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 employee and Employer.
- 20.07 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*.
- 20.08 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

- 21.01 Sick leave is provided for the sole purpose of providing income to an employee during periods of illness or injury subject to this Article.
- 21.02 No employee will be entitled to sick leave or accrual of sick leave for any period while employed elsewhere for wage or profit or on a leave of absence without pay.
- 21.03 Sick leave credits shall accrue at a rate of two (2) days per month for salaried employees and at a rate of one and one-half (1.5) days per month for non-salaried employees. Sick leave shall not accrue during July or August except for those working during that time. In any one year in which a salaried 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 ninety (90) working days, of sick leave for the employee's future benefit. In any one year in which a non-salaried 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 ninety (90) 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.

21.04 An employee may use up to eight (8) sick days per year to care for an ill spouse, dependent child or dependent parent.

In the event of a serious illness, an employee may use two (2) of the eight (8) sick days to care for an immediate family member as defined in the bereavement leave provisions.

21.05 (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. In the event that such request is made, the Employer agrees to reimburse the employee for any costs incurred.

(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.

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

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

21.08 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.

21.09 Personal Days

In addition to regular sick leave, employees will be entitled to three (3) paid personal days per year, with the substitute being paid by the Employer. The personal days can be banked to a maximum of five (5) days. 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. The use of personal days may be subject to blackout periods during the school year. Personal days may be denied for the following time periods:

- during the first week of the school year;
- the week before and the week after Christmas and Spring break; and
- the last week of the school year.

21.10 In September of each year, the Employer agrees to provide each member of the bargaining unit with a record of their sick leave, and personal day accruals to date.

21.11 The Employer shall be responsible for obtaining substitutes for employees when ill or on leave.

ARTICLE 22 – LEAVE OF ABSENCE

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

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.

22.02 Union Leave

An employee who has been elected or appointed by the Union to attend Union conventions or other business of the Union may be granted a leave of absence with pay for this purpose. The Union will inform the Employer of the name of the employee. The Union will reimburse the Employer for the costs of wages and benefits during the period of absence. Such leave shall not exceed a collective maximum of forty (40) days in any one (1) calendar year.

22.03 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.

22.04 Bereavement Leave

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

- | | | |
|-----|---|--------|
| (a) | death of spouse | 5 days |
| (b) | death of child, children, unborn child or parent | 5 days |
| (c) | death of an immediate family member living in the household residence | 5 days |
| (d) | death of parent-in-law | 5 days |
| (e) | death of brother or sister | 5 days |
| (f) | death of grandparent or grandchild | 5 days |
| (g) | death of brother-in-law, sister-in-law, daughter-in-law or son-in-law | 3 days |
| (h) | Godchild or niece/nephew | 2 days |
| (i) | grandparent-in-law or 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.

22.05 Jury Duty

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

22.06 Compassionate Care Leave

The Employer shall grant compassionate care leave in accordance with *The Employment Standards Code*. Benefits shall continue throughout any period of compassionate care leave, the employee's portion of the benefits shall be paid for by the employee.

22.07 The Employer shall grant maternity and parental leave in accordance with *The Employment Standards Code*. Benefits shall continue throughout any period of maternity or parental leave, the employee's portion of the benefits shall be paid for by the employee.

22.08 Sabbatical

Employees who have been employed by St. Emile School, Inc. for five (5) or more years, may provide a 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 at St. Emile. 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.
- (h) A leave may be on a full or part-time basis provided such leave is taken in a full school year.

22.09 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 Domestic Violence

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with violence or abuse in their personal life will be granted up to ten (10) days of paid leave per year which may be used consecutively or when needed throughout the year. Such leave will be five (5) days Employer paid and five (5) days will be deducted from the Employees sick bank. Employees are also entitled to up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period.

An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource

person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

ARTICLE 23 – PERSONNEL RECORD

- 23.01 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 employment 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 24 – GENERAL

24.01 Paydays and Paycheques

The Employer agrees to make payment available to all hourly paid employees biweekly and last day of each month for salaried employees in accordance with Schedule “A” attached.

- 24.02 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.

- 24.03 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.

ARTICLE 25 – NO DISCRIMINATION/HARASSMENT

25.01 No Discrimination, Abuse or Harassment

Subject to the provisions contained herein and the Employer’s denominational prerogative, 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.

25.02 **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.

25.03 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*.

25.04 The Employer agrees to initiate an investigation as soon as the Principal is informed in writing of an incident of abuse or harassment, or in the case of a complaint against the Principal, the President of St. Emile School Inc. is informed in writing of an incident of abuse or harassment. Every reasonable effort shall be made to ensure the investigation is 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 26 – REDUCED TUITION

26.01 Employees in the bargaining unit that have children attending St. Emile School shall receive a seventy percent (70%) reduction in their children's tuition payable to St. Emile School, provided that said employees have been employed by St. Emile School for a minimum of one full academic year. Tuition fee reductions will be pro-rated 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. There will be no fee for before/after school care while the employee is working within the scope of their position.

ARTICLE 27 – CLASSIFICATIONS/RECLASSIFICATIONS

- 27.01 (a) The Employer agrees to reasonably 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 28 – JOINT COMMITTEES

28.01 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.**


ARTICLE 29 – PROFESSIONAL DEVELOPMENT

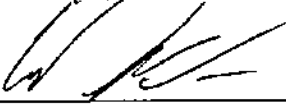
- 29.01 The Employer shall pay all fees related to an employee's attendance at any conference, seminar, or similar events that are relevant to their job. If said event is to occur outside of regular school hours, employees are to be paid the equivalent of the Substitute Teacher Daily rate.
- 29.02 The Employer shall pay 100% of the cost of a course outside school hours providing that the employee remains with the school two (2) years after receiving the passing grade. Approval of the Board must be received prior to enrolment in the course in order to be eligible. Approval shall not be unreasonably denied.
- 29.03 An employee writing an exam during school hours shall be entitled to one-half ($\frac{1}{2}$) day paid leave, provided the Employer has approved the course.
- 29.04 An employee who successfully completes an approved Faith Development Course outside regular work hours shall receive an honorarium of one hundred dollars (\$100.00). Employees shall only be eligible for one (1) honorarium per year.
- 29.05 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. **Educational Assistants shall have the option to attend all Faith Development days. If in attendance for the entire event, they will be paid for such hours or their regular daily rate, whichever is greater.**

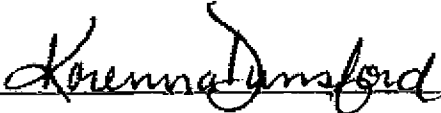
IN WITNESS WHEREOF, this Agreement has been duly executed and signed at

Winnipeg, Manitoba this 3 day of September, 2024.

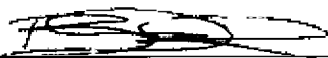
**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434-01**








**ON BEHALF OF:
ST. EMILE SCHOOL, INC.**





UPDATED SCHEDULE "A"**St. Emile School, Inc.****WAGES – SALARIED STAFF****Effective September 1, 2023 – 2%**

Position	Entry	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Teacher - Class 4	\$51,687.93	\$54,529.15	\$57,371.96	\$60,192.11	\$63,167.84	\$66,326.72	\$69,482.35	\$72,639.62	\$76,202.05	\$80,014.11
Teacher - Class 5	\$54,273.06	\$57,256.89	\$60,240.74	\$63,201.87	\$66,325.10	\$69,642.82	\$72,957.29	\$76,271.74	\$80,012.49	\$84,015.78
Teacher - Class 6	\$56,986.23	\$60,117.56	\$63,250.50	\$66,360.75	\$69,641.19	\$73,125.84	\$77,124.28	\$80,087.04	\$84,014.17	\$88,215.19
Teacher - Class 7	\$59,835.54	\$63,123.43	\$66,413.02	\$69,678.79	\$73,123.25	\$76,782.13	\$80,980.49	\$84,091.39	\$88,214.87	\$92,625.95
Pre-K Instructor	\$44,358.51	\$46,576.44	\$48,905.27	\$51,350.52	\$53,918.06					

Effective September 1, 2024 – 6%

Position	Entry	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Teacher - Class 4	\$54,789.20	\$57,800.90	\$60,814.28	\$63,803.63	\$66,957.91	\$70,306.33	\$73,651.29	\$76,997.99	\$80,774.17	\$84,814.96
Teacher - Class 5	\$57,529.44	\$60,692.31	\$63,855.19	\$66,993.98	\$70,304.61	\$73,821.38	\$77,334.72	\$80,848.05	\$84,813.24	\$89,056.72
Teacher - Class 6	\$60,405.40	\$63,724.61	\$67,045.53	\$70,342.40	\$73,819.67	\$77,513.39	\$81,751.74	\$84,892.27	\$89,055.02	\$93,508.10
Teacher - Class 7	\$63,425.67	\$66,910.84	\$70,397.80	\$73,859.52	\$77,510.64	\$81,389.06	\$85,839.32	\$89,136.87	\$93,507.77	\$98,183.50
Pre-K Instructor	\$47,020.03	\$49,371.03	\$51,839.58	\$54,431.55	\$57,153.14					

Effective September 1, 2025 – 4%

Position	Entry	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Teacher - Class 4	\$56,980.77	\$60,112.94	\$63,246.85	\$66,355.78	\$69,636.23	\$73,118.58	\$76,597.34	\$80,077.91	\$84,005.14	\$88,207.56
Teacher - Class 5	\$59,830.62	\$63,120.00	\$66,409.40	\$69,673.74	\$73,116.79	\$76,774.24	\$80,428.11	\$84,081.97	\$88,205.77	\$92,618.99
Teacher - Class 6	\$62,821.62	\$66,273.59	\$69,727.35	\$73,156.10	\$76,772.46	\$80,613.93	\$85,021.81	\$88,287.96	\$92,617.22	\$97,248.42
Teacher - Class 7	\$65,962.70	\$69,587.27	\$73,213.71	\$76,813.90	\$80,611.07	\$84,644.62	\$89,272.89	\$92,702.34	\$97,248.08	\$102,110.84
Pre-K Instructor	\$48,900.84	\$51,345.88	\$53,913.17	\$56,608.82	\$59,439.27					

UPDATED SCHEDULE "A" cont'd...**St. Emile School, Inc.****WAGES - HOURLY WAGE STAFF**

Effective September 1, 2023 – 2%	0-1000 hrs	1001-2000 hrs	2001-3000 hrs	over 3000 hrs
BASC Assistant	\$15.61	\$16.13	\$16.68	\$17.26
BASC Coordinator	\$22.62	\$23.41	\$24.24	\$25.09
Custodial Assistant I	\$18.62	\$19.26	\$19.90	\$20.58
Custodial Assistant II	\$22.05	\$22.82	\$23.58	\$24.40
Educational Assistant I	\$18.19	\$18.81	\$19.46	\$20.12
Educational Assistant II (Certified)	\$19.99	\$20.67	\$21.38	\$22.10
Secretary	\$22.03	\$22.80	\$23.56	\$24.37
Administrative Secretary	\$25.03	\$25.90	\$26.81	\$27.75
Effective September 1, 2024 – 6%	0-1000 hrs	1001-2000 hrs	2001-3000 hrs	over 3000 hrs
BASC Assistant	\$17.54	\$18.09	\$18.68	\$19.29
BASC Coordinator	\$23.98	\$24.81	\$25.69	\$26.60
Custodial Assistant I	\$19.73	\$20.41	\$21.09	\$21.82
Custodial Assistant II	\$23.38	\$24.19	\$25.00	\$25.86
Educational Assistant I	\$19.28	\$19.94	\$20.63	\$21.33
Educational Assistant II (Certified)	\$21.19	\$21.91	\$22.66	\$23.43
Secretary	\$23.35	\$24.16	\$24.98	\$25.83
Administrative Secretary	\$26.54	27.46	\$28.42	\$29.42

**Wage Adjustment - \$1.00/hour in addition to the general wage increase for the BASC Assistant, effective September 2024.*

Effective September 1, 2025 – 4%	0-1000 hrs	1001-2000 hrs	2001-3000 hrs	over 3000 hrs
BASC Assistant	\$18.24	\$18.81	\$19.43	\$20.06
BASC Coordinator	\$24.94	\$25.80	\$26.72	\$27.66
Custodial Assistant I	\$20.52	\$21.23	\$21.93	\$22.69
Custodial Assistant II	\$24.32	\$25.16	\$26.00	\$26.89
Educational Assistant I	\$20.05	\$20.74	\$21.46	\$22.18
Educational Assistant II (Certified)	\$22.04	\$22.79	\$23.57	\$24.37
Secretary	\$24.28	\$25.13	\$25.98	\$26.86
Administrative Secretary	\$27.60	\$28.56	\$29.56	\$30.60

Instructor Premium

Any hourly employee fulfilling an instructor role shall be paid one dollar (\$1.00) above the EA II (Certified) rate as a premium for all hours worked in this role. Instructor roles include Roots of Empathy, Hockey Instructor and Religious Coordinator.

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 4434-01

and

St. Emile School, Inc.


RE: CLASSROOM SIZE

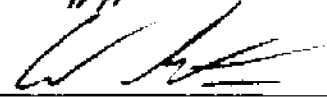
The parties agree to form a joint Committee of up to two (2) individuals representing the Employer and up to two (2) individuals representing the Union to fully discuss the matter of classroom size and its impact on the education of the students.

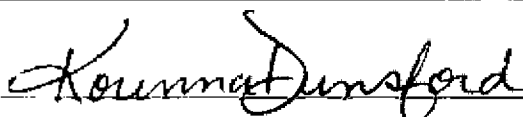
Signed this 3 day of September, 2024.


**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434-01**

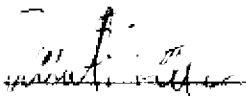
**ON BEHALF OF:
ST. EMILE SCHOOL, INC.**











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 4434-01

and

St. Emile School, Inc.

RE: RESPONSIBLE ADULT/CHILD RATIO IN PRE-KINDERGARTEN AND BEFORE AND AFTER PROGRAM

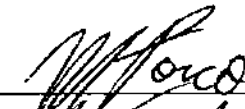
The parties recognize that there may be occasions that additional staff is required in this program due to an increase in volume of students or workload in the program.


If the program worker and 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 program until such time as additional staff is available.

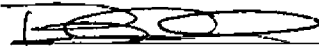
Signed this 3 day of September, 2024.

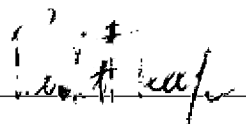
**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434-01**

**ON BEHALF OF:
ST. EMILE SCHOOL, INC.**











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 4434-01

and

St. Emile School, Inc.

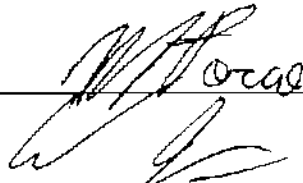
RE: INCREMENTS

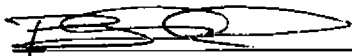
The parties hereby agree that increments outlined in Schedule "A" will be effective on the employees' anniversary date.

Signed this 3 day of September, 2024.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434-01**

**ON BEHALF OF:
ST. EMILE SCHOOL, INC.**







LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 4434-01

and

St. Emile School, Inc.


RE: SUBSTITUTES


A list of substitutes will be given to employees in September and updated twice yearly. Substitute teachers must be pre-screened and approved by the Archdiocese of Winnipeg.

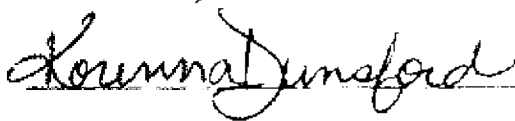
Signed this 3 day of September, 2024.


**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434-01**

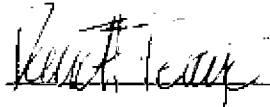
**ON BEHALF OF:
ST. EMILE SCHOOL, INC.**











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 4434-01

and

St. Emile School, Inc.

RE: EDUCATION ASSISTANT II (CERTIFIED)


For the purpose of this agreement, an Education Assistant II (Certified) shall be defined as an employee with a minimum of one of the following:

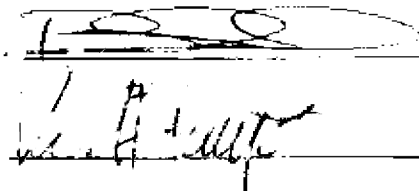
1. Education Assistant Certificate of Diploma from a recognized institution; or
2. Three thousand (3000) hours work experience as a para-educator and the successful completion of ten (10) Post-Secondary Education courses; or
3. Teaching Certificate.

Signed this 3 day of September, 2024.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434-01**

**ON BEHALF OF:
ST. EMILE SCHOOL, INC.**







UPDATED LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 4434-01

and

St. Emile School, Inc.

RE: INCUMBENT PRE-KINDERGARTEN INSTRUCTOR

Notwithstanding any relevant articles in the Collective Agreement, the parties agree that:

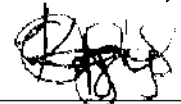
1. The incumbent Pre-Kindergarten Instructor salary shall be paid based on a five (5) step scale, as set out below for as long as the incumbent remains in the position.
2. The incumbent Pre-Kindergarten Instructor salary shall be adjusted at the same time and rate as any general wage increase agreed to in the Collective Agreement.
3. The salary of the incumbent Pre-Kindergarten Instructor shall be paid, in full, over a twelve-month period in same manner as for Teachers.
4. In all other respects, the terms and conditions of work of the incumbent Pre-Kindergarten Instructor shall be as set out in the Collective Agreement.

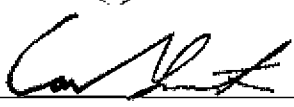
Effective September 1, 2023 – 2%	Entry	1 Year	2 Year	3 Year	4 Year
Pre-K Instructor (Incumbent)	\$44,358.51	\$46,576.44	\$48,905.27	\$51,350.52	\$53,918.06
Effective September 1, 2024 – 6%	Entry	1 Year	2 Year	3 Year	4 Year
Pre-K Instructor (Incumbent)	\$47,020.03	\$49,371.03	\$51,839.58	\$54,431.55	\$57,153.14
Effective September 1, 2025 – 4%	Entry	1 Year	2 Year	3 Year	4 Year
Pre-K Instructor (Incumbent)	\$48,900.84	\$51,345.88	\$53,913.17	\$56,608.82	\$59,439.27


Signed this 11 day of September, 2025.


**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434-01**

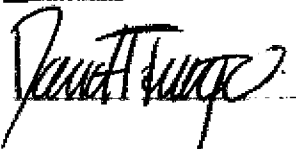
**ON BEHALF OF:
ST. EMILE SCHOOL, INC.**











LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 4434-01

and

St. Emile School, Inc.

RE: INCUMBENT CHILD CENTRE SENIOR WORKER

Notwithstanding any relevant articles in the Collective Agreement, the parties agree that:

1. The incumbent Child Centre Senior Worker(s) shall be paid as determined by the Collective Agreement for as long as the incumbent(s) remain in the BASC program.
2. The hourly rate as of the date of signing of this Letter of Understanding shall remain in place and shall be adjusted at the same time and rate as any general wage increase agreed to in the Collective Agreement.
3. In all other respects, the terms and conditions of work of the incumbent Child Centre Senior Worker(s) shall be as set out in the Collective Agreement.

Signed this 3 day of September, 2024.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4434-01**

**ON BEHALF OF:
ST. EMILE SCHOOL, INC.**

