COLLECTIVE AGREEMENT

BETWEEN

THE EDUCATIONAL ASSISTANTS OF PEMBINA TRAILS

AND

PEMBINA TRAILS SCHOOL DIVISION

TERM OF AGREEMENT:

July 1, 2026 to June 30, 2029

INDEX

PREAMBLE 4

ARTICLE 1 - SCOPE OF AGREEMENT AND DEFINITIONS 4

ARTICLE 2 - DURATION OF AGREEMENT 8

ARTICLE 3 - ASSOCIATION RECOGNITION 8

ARTICLE 4 - MANAGEMENT 9

ARTICLE 5 - ASSOCIATION BUSINESS 9

ARTICLE 6 - WORKING CONDITIONS 9

ARTICLE 7 - TEMPORARY WORK 10

ARTICLE 8 - RIGHTS 10

ARTICLE 9 - SENIORITY AND STAFF CHANGES 11

ARTICLE 10 - METHOD OF PAYMENT 17

ARTICLE 11 - HOURS OF WORK 18

ARTICLE 12 - OVERTIME 19

ARTICLE 13 - VACATIONS 20

ARTICLE 14 - STATUTORY HOLIDAYS 21

ARTICLE 15 - LEAVE OF ABSENCE 22

ARTICLE 16 - SICK LEAVE 30

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE 33

ARTICLE 18 - DISCHARGE AND DISCIPLINE CASES 35

ARTICLE 19 - PROPER ACCOMMODATION 35

ARTICLE 20 - BENEFITS 35

ARTICLE 21 - COMPULSORY CHECK-OFF 37

ARTICLE 22 - WELFARE OF THE BOARD 37

ARTICLE 23 - MILEAGE AND COURSE REIMBURSEMENT 37

ARTICLE 24 - PERFORMANCE REVIEW 38

ARTICLE 25 - LABOUR-MANAGEMENT COMMITTEE 39

ARTICLE 26 - STRIKES AND LOCKOUTS 39

ARTICLE 27 - LAYOFF AND RECALL 40

ARTICLE 28 - RIGHT TO HAVE ASSOCIATION REPRESENTATIVE PRESENT 44

ARTICLE 29 - PERSONNEL RECORDS 44

ARTICLE 30 - JOB DESCRIPTIONS 45

ARTICLE 31 - WORKPLACE SAFETY AND HEALTH 45

ARTICLE 32 - CLOTHING ALLOWANCE 45

CRITERIA FOR CLASSIFICATION SYSTEM 47

SCHEDULE "A" - WAGES 49

SCHEDULE "B" - CASUAL WAGES 51

LETTER OF UNDERSTANDING RE: BUS SUPERVISION 52

ADDENDUM #1: WORKERS' COMPENSATION BOARD, RE BOARD TOP UP METHODOLOGY 54

PREAMBLE

The purpose of this Agreement is to maintain a harmonious relationship between the Board, its employees and the Association; to provide an amicable and equitable method of settling grievances or differences which might arise; to maintain mutually satisfactory working conditions and wages for all employees who are subject to the provisions of this Agreement.

All provisions in the Agreement have been negotiated in good faith with the specific understanding that the provisions and their administration contain no elements of discrimination. In the event that any of the provisions are deemed to be discriminatory, the parties will negotiate necessary adjustments to ensure there is no increased cost to the Division or the Association.

ARTICLE 1 - SCOPE OF AGREEMENT AND DEFINITIONS

Wherever in this Agreement the term "Regular Employee" is used, that term shall include Regular Full Time Employees and Regular Part Time Employees. Where the term "Employee" is used it shall mean Regular, Temporary and Probationary Employees.

1.01 This Agreement shall cover and include all those Employees as defined in Manitoba Labour Certificate No. MLB-6828 and included in the positions set out in Schedule "A" - Wages.

1.02 (a) Regular Full-Time Employees are those Employees who have satisfactorily completed ninety (90) working days of employment as a Probationary Employee. Where mutually agreed between the Division and the Association, the probationary period with respect to any Employee may be extended a further thirty (30) days to one hundred twenty (120) working days. Regular Full-Time Educational Assistants are those who work six (6) or more hours per day.

(b) Regular Part-Time Employees are those Employees who have satisfactorily completed ninety (90) working days of employment as a Probationary Employee. Where mutually agreed between the Division and the Association, the probationary period with respect to any Employee may be extended a further thirty (30) days to one hundred twenty (120) working days. Regular Part-Time Educational Assistants are those who work less than six (6) hours per day.

(c) Regular Employees who are transferred or promoted pursuant to Article 9.01 remain as a Regular Employee of the Division but are considered as on a trial period with respect to the transfer or promotion and are subject to the trial provisions of Article 9.05.

(d) Temporary Employees are those engaged to perform a specific task, or for a specific period of time or until the occurrence of a specific event.

(i) All Employees hired during any School Year shall be hired as Temporary Employees unless an individual is expressly hired by the Applicable Administrator as a Regular Employee who then serve the Probationary Period as set out in Article 1.02(a).

(ii) All Employees who are hired as Temporary Employees as contemplated in Article 1.02(d)(i) above will become Regular Employees after one hundred seventy-five (175) consecutive working days of employment which are not all required to be in the same position. However, the period of time that a Temporary Employee works in a Temporary Position for a Maternity/Parental leave replacement will not count toward the calculation of the one hundred seventy-five (175) working days.

(iii) Notwithstanding the provisions of Article 1.02(d)(ii), Casual Employees who are not hired through a job posting, but who, by virtue of working thirty (30) or more consecutive working days as a Casual Employee become classified as Temporary Employees pursuant to Article 1.02(f) shall not become Regular Employees after having worked one hundred seventy-five (175) consecutive working days. In the event that a Casual Employee who is not hired through a job posting works sixty (60) consecutive working days in the same position, that position shall immediately be categorized as a Temporary Position and a job posting issued.

(iv) In the event that a Temporary Employee who was hired through a job posting continues working as a Temporary Employee to the end of any School Year and is brought back to work the following School Year between the start of that second School Year and October 31, of that School Year, that Employee will retain their status as a Temporary Employee and for purposes of counting towards the one hundred seventy-five (175) consecutive day threshold, the number of days worked will include the number of days worked in the previous School Year during the last continuous and unbroken period of work as a Temporary Employee which period ends at June 30, of the previous School Year.

(v) Where the continuous period of Temporary Employment exceeds one hundred seventy-five (175) consecutive working days as hereinbefore set out, that Employee shall be deemed to be a Regular Employee. Where a Temporary Employee becomes a Regular Employee by virtue of the passage of time, pursuant to this Article, seniority shall commence from the first day of continuous temporary employment, provided there is no break in service. Also, benefits accrued during that period shall continue into the period of Regular Employment. Where a Temporary Employment ends prior to completion of a continuous period of one hundred seventy-five (175) consecutive working days accrued benefits under this Agreement shall subsist only during the duration of the Temporary Employment. Once that Temporary Employment terminates and the Employee is again classified as a Casual or is no longer employed at all, the benefits that had been accrued shall cease to be. The period of time that a Temporary Employee works in a Temporary Position for a Maternity/Parental leave replacement will not count toward the calculation of one hundred seventy-five (175) working days to be deemed a Regular Employee. Such period of time worked in a Temporary Position for a Maternity/Parental leave replacement will be included in the calculation of the employee's seniority date pursuant to Article 9.02 if there is a period of continuous employment with no break in service.

(vi) Where a Temporary Employee applies for a position which qualifies the Employee to be classified as a Regular Employee pursuant to Article 1.02(iv) or (v), and is appointed to such position, seniority shall commence from the first day of continuous Temporary Employment provided that there is no break in employment prior to commencing the regular employment.

(e) Regular Full-Time, Regular Part-Time and Temporary Employees shall, subject to Article 1.02(d), be entitled to claim all benefits for which the Employee is eligible and is incorporated in this Agreement, except that Temporary Employees shall not have recourse through the grievance and arbitration procedure in the case of discharge.

(f) Probationary Employees are those Employees of the Board who are fulfilling the initial ninety (90) working days probationary requirement as set out in 1.02(a) and (b). Where mutually agreed between the Division and the Association, the probationary period with respect to any Employee may be extended a further thirty (30) days to one hundred twenty (120) working days. With the exception of Temporary Employees who become Regular Employees by virtue of the passage of time as covered in Article 1.02(d), prior service as a Temporary or Casual Employees shall not count as part of the probationary period leading up to regular employment. At any time during the probationary period, the Employee may be terminated by the Division in its sole and exclusive discretion and notwithstanding any provisions of this Agreement, such termination shall not be grievable nor arbitrable and shall be deemed to have been for just cause.

(g) Casual Employees are those Employees engaged on an irregular or unscheduled basis. Casuals shall not be covered under the provisions of this Agreement. If and when a Casual Employee is continuously employed for more than thirty (30) consecutive working days then that Employee will be designated as a Temporary Employee.

A Casual Employee will be paid the rate of pay, identified in Schedule "B", for the classification in which the Casual Employee is engaged to provide service.

(h) Applicable Administrator means the Administrative Officer, as designated by the Superintendent.

(i) The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural unless the context otherwise requires.

(j) Where the terms and conditions of benefit plans are underwritten by an Insurance Company or other external carriers the terms and conditions of the benefit plans shall govern eligibility.

(k) Continuous working days shall not be considered to be broken by reason of winter break, spring or summer breaks, in-service days, sick leaves or other approved leaves of absence.

ARTICLE 2 - DURATION OF AGREEMENT

2.01 This Agreement shall take effect and be binding upon both Parties from the first (1st) day of July, 2026 to the thirtieth (30th) day of June, 2029, and thereafter until amended or terminated as hereinafter provided.

2.02 This Agreement may be amended or terminated on June 30, 2029. If either Party desires to amend or terminate this Agreement, that Party shall give to the other Party not more than ninety (90) days prior notice and not less than thirty (30) days prior notice, in writing, by regular mail and/or by email. Written notice by the Association will be to the Secretary-Treasurer of the Division, and written notice by the Division will be to the President of the Association.

2.03 In the event that either Party gives notice to the other Party that they desire to amend this Agreement, as aforesaid, then the Parties shall forthwith commence negotiations with respect to the proposed amendment to this Agreement.

2.04 In the event of written notice to amend or terminate this Agreement having been given by either Party as provided in Article 2 of this Agreement, negotiations shall be carried on with a view to the establishment of a new Agreement or amendment thereto.

2.05 During the period of negotiations, this Agreement shall remain in full force and effect, subject to any revisions agreed upon by negotiations.

2.06 No part of this Agreement shall have a retroactive effect unless specifically so provided. Schedule “A” and Schedule “B” are attached to this Collective Agreement and shall be effective on the date(s) as set out therein.

ARTICLE 3 - ASSOCIATION RECOGNITION

3.01 The Board hereby recognizes the Association as the sole collective bargaining agency for the Employees coming within the scope of this Agreement in respect to wages, hours of labour, and all other terms and conditions of employment.

3.02 No Discrimination

Except as otherwise permitted by *The Manitoba Human Rights Code*, there shall be no discrimination, interference, restriction or coercion exercised or practised by reason of ancestry, nationality, ethnic background, religion, age, sex, gender-determined characteristics, sexual orientation, marital or family status, source of income, political belief, association or activity and physical or mental disability or because of Association membership or non-membership or Association activity.

ARTICLE 4 - MANAGEMENT

4.01 Subject to the provisions of this Agreement, the operation of the schools and direction of the employees; including the right to hire, suspend or discharge for just cause; to assign to jobs; to classify; to promote; to transfer Employees among the schools; to increase, decrease or re-organize the Employees, both permanent and temporary; to determine the services necessary for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Board. The Board agrees that it will not exercise any of the foregoing rights of this clause in a discriminatory manner.

4.02 The employer shall be the judge of competence in relation to driving habits, accident record, care of equipment and all matters pertaining to the safe transportation of students.

4.03 The specific terms of this contract shall be the source of any rights that may be asserted by the Association against the Board.

ARTICLE 5 - ASSOCIATION BUSINESS

5.01 The Association agrees not to solicit Association membership or transact any business of the Association on the Board's time, during the hours of work set forth in this Agreement, other than as provided in this Agreement.

5.02 The Association agrees it will not pursue any Association activity on the School Division premises, during work hours, and/or at the employer's expense, save as expressly permitted by the School Division in its discretion.

ARTICLE 6 - WORKING CONDITIONS

6.01 The Association and its members agree to observe all the rules and regulations of the Board which may now be in force or which may, at any time hereafter be put into effect, and such rules and regulations shall not conflict with any of the provisions of this Agreement.

6.02 Educational Assistants shall not be required to perform work normally performed by Custodians or other Maintenance employees of the Division.

ARTICLE 7 - TEMPORARY WORK

7.01 An Employee may be shifted from school to school, for temporary work, for a period not exceeding sixty (60) working days, but with no downward change in salary schedule. When Regular Employees are shifted pursuant to this Article, it does not constitute a reclassification to a Temporary Employee as defined in Article 1.02 (d) (Scope of Agreement).

ARTICLE 8 - RIGHTS

8.01 **Harassment**

(a) The Association and the Division jointly affirm that every Employee is entitled to a respectful workplace which is free from discrimination and harassment. Harassment shall be defined as set out in *The Human Rights Code* of the Province of Manitoba.

(b) Allegations and investigations of harassment shall, to the extent possible, be dealt with in confidence.

8.02 **Freedom From Violence**

(a) The Association and the Division recognize the principle that all individuals are entitled to have a working environment free from physical violence, verbal abuse or the threat of physical assault and both parties shall make reasonable efforts to maintain this goal.

(b) This section is subject to *The Public Schools Act* and Regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.

(c) Employees shall not have the right to grieve individual student disciplinary decisions made by the School Administration.

ARTICLE 9 – SENIORITY AND STAFF CHANGES

9.01 Seniority shall be the determining factor in matters of staff changes, transfers or promotions subject to the Employee having the ability to do the work in the judgement of the employer, having the necessary qualifications, being able to meet the requirements to perform the job as set out in the job description and having no disciplinary written warnings or disciplinary suspensions within the last twelve (12) months. Disciplinary written warnings or disciplinary suspension will not be a factor considered in the year-end placement process. The parties further acknowledge that in the context of a lay-off, recall or displacement, including the transition from one School Year to the next, the application of seniority is also subject to the factors and considerations outlined in Articles 27.05 and 27.06.

9.02 (a) Subject to Article 1.02 (d), seniority under this Agreement shall apply only to Regular Employees upon completion of their probationary period, and shall be retroactive to the original date of continuous employment. Continuous employment for the purpose of calculating seniority includes any periods where a Temporary Employee worked in a Temporary Position for a Maternity/Parental leave replacement.

(b) An employee shall lose their seniority standing and employment will terminate for any of the following reasons:

(i) The employee voluntarily quits or retires;

(ii) The employee is discharged for just cause and is not reinstated;

(iii) The employee fails to return to work following an authorized leave of absence, unless the circumstances were such that the employee was unable to notify the Division and the employee subsequently notified the Division at the earliest possible opportunity;

(iv) The employee is laid off for a period that exceeds twenty-four (24) consecutive months from the date of the lay-off.

9.03 (a) A full seniority list shall be prepared once per year, in May. The full seniority list shall contain the following information:

- Seniority Date;
- Tie Breaker;
- Name of Employee;
- Tenure;
- Position Type;
- Location;
- Position;
- Hours per Day.

(b) An expedited seniority list shall be prepared twice per year, once in October and once in January. The expedited seniority list shall contain the following information:

- Seniority Date;
- Name of Employee.

(c) The seniority lists shall be emailed to the membership by the Division.

(d) Each Employee shall be permitted a period of twenty (20) working days after the seniority list has been emailed by the Division to protest, in writing (including email), any alleged omission or incorrect listing to the Division, but such protests shall be confined to errors or changes occurring subsequent to the distribution of a previous seniority list. In the event the Employee does not file a written protest with the employer within the time limits stipulated, the list shall be considered as accepted as regards that Employee. However, when an Employee is on vacation, leave of absence or sick leave, the Employee may protest that alleged omission or incorrect listing within twenty (20) working days of their return to work. If the Employee's protest is not settled to the satisfaction of the Parties to this Agreement and the Employee affected, the matter shall be considered a grievance and shall be processed under Article 17 hereof.

9.04 (a) When a new position is created, or when a vacancy in an ongoing regular position occurs, or when a temporary position of not less than sixty (60) working days duration arises, the Division shall post notice of the position on the Division's website on the Internet, for a minimum of three (3) working days. The Division will provide via email a copy of the posting to the Association President and provide notification to the membership via email that there are postings on the website.

During the summer closure, postings will be posted on the Division's website on the Internet starting August 8th and the Division will send an email to the membership with notification that there are postings on the website.

(b) The posting shall contain the following information:

Nature of position, qualifications and skills, interpersonal skills, location, hours of work and salary rate.

(c) Qualifications will be established in a manner consistent with the current Agreement. Such qualifications may not be established in an arbitrary or discriminatory manner and must be required for the specific posted position.

9.05 (a) The successful applicant will be placed on a trial period of ninety (90) working days in that position. Where mutually agreed upon by the Association and the Applicable Administrator, the Employee may be placed upon a further thirty (30) working days trial period. Conditional upon satisfactory service, such trial appointment shall become permanent after the ninety (90) working days or one hundred and twenty (120) working days as the case may be. The ninety (90) working days trial period or the further thirty (30) working days trial period, as the case may be, may be extended, at the discretion of the Applicable Administrator, by a further period equal to any period of absence from work by the Employee during the trial period(s).

(b) In the event that the successful applicant proves unsatisfactory in the position and, if a Regular Employee of the Board, the Employee shall be returned to their former position and salary without loss of seniority, and any other Employee promoted or transferred because of rearrangement of position shall also be returned to their former position and salary without loss of seniority.

(c) In cases of lateral transfers, Employees shall not normally be placed on an additional trial period. In cases of lateral transfers, the trial period shall apply only where the Applicable Administrator has identified an area of concern and has notified the Employee and the Association that the trial period shall apply.

9.06 An Employee receiving promotion shall commence at the minimum hourly rate of pay for the new position, provided that the latter is greater than the hourly rate of pay previously earned. If, by reason of length of service in the Employee's previous position, the hourly rate of pay of that Employee is greater than the minimum hourly rate of pay of their new position, the Employee shall commence at the first step of their new hourly rate of pay scale which would give them an increase over their former hourly rate of pay.

9.07 The Association shall be notified of all permanent staff changes, resignations, retirements, deaths or other terminations of employment.

9.08 Any new position that is established by the Board during the term of the Collective Agreement which position ought to properly fall within scope of this Agreement but for which no clear classification exists, shall be subject to negotiation between the parties as to salary rates.

9.09 Effective on and from June 4, 2018, when any Educational Assistant is assigned to perform the duties of a higher rated classification, the Educational Assistant shall be compensated at the rate of pay for the higher rated Educational Assistant classification for the time spent working in that higher rated classification.

9.10 Temporary Employees, Vacant Positions and Job Postings during the School Year

(A) Definitions:

A Temporary Position is a position which exists for a limited period of time of not less than thirty (30) continuous working days in order to complete a particular task or set of tasks or until the occurrence of a specific event. Any Temporary Position may be filled by Temporary Employees or by Regular Employees who are placed in the Temporary Position pursuant to the terms of this Collective Agreement. A Temporary Position includes but is not limited to any Regular Position, where, due to a temporary vacancy in that position or the prolonged absence of the Regular Employee filling that position will be occupied by a Regular or Temporary Employee for a limited period of time as contemplated in this Article.

(i) A **Temporary Position** is a position where there is cause to believe that the position will be of a short duration by reason of:

(a) An assignment solely related to working with one child who is expected to leave the Division prior to or at the end of the School Year:

(b) Maternity/parental leave;

(c) Long-term illness approved leave of absence;

(d) Approved leave of absence; or

(e) A specific project for a portion of the School Year.

(B) Application

(i) Any vacancies that arise during the School Year will be posted as either a Temporary Position or a Regular Position.

(ii) Applications from internal applicants who are Regular Employees ("Regular EA's") may be allowed for lateral transfers, transfers from EA2 to EA1 or promotional transfers. A Regular EA shall be permitted only one (1) successful lateral transfer application per School Year or one (1) successful transfer from an EA2 position to an EA1 position during the School Year. A promotional transfer application means an application to be placed into a position in a higher classification or in the same classification with a greater number of hours. A lateral transfer application means an application to be placed into a position within the same classification with the same or fewer number of hours. There shall be no restriction on the number of promotional transfer applications in any School Year provided the applicant hasn't applied for and received a transfer from an EA2 position to an EA1 position during the same School Year.

A Regular EA may apply for a posted Temporary Position that would result in a promotional transfer, but may not apply for a posted Temporary Position that would result in a lateral transfer.

The foregoing limitations on lateral transfers or transfers from an EA2 position to an EA1 position do not apply to transfers resulting through the lay off and recall provisions of the Agreement. A Regular EA that is successful in an application during the School Year will not be disallowed from applying for positions that are posted in June and/or August as part of the transition from one School Year to the following School Year as set forth in Article 27.

(iii) Posted positions will be filled in accordance with Article 9.01.

(iv) A Regular EA that is a successful applicant for a Temporary Position shall be returned to their position at their former school at the conclusion of the Temporary Position or School Year, as applicable.

(v) In the absence of any Regular EA applying for a position or any Regular EA applying for the position satisfying the requirements of Article 9, the Division may hire a new Employee as a Temporary Employee.

(vi) Where the foregoing requirements have been met, and a new Employee is hired as a Temporary Employee, then the Employee's employment shall come to an end not later than the last day of that School Year or the end of the stated term, or if earlier, then in no case with less than two (2) weeks' notice save and except for individuals who become Temporary Employees by virtue of the provisions of Article 1.02(g).

(vii) Where a Temporary Employee is hired prior to November 1, in any School Year and the Employee was employed as a Temporary Employee at the end of the previous School Year, then the one hundred and seventy-five (175) working day period set forth in the definition of Temporary Employee (Article 1 of the Collective Agreement) shall be treated as uninterrupted, and begin to run as at the date that the Employee previously commenced their employment as a "Temporary Employee". The period of time that a Temporary Employee works in a Temporary Position for a Maternity/Parental leave replacement will not count towards the calculation of one hundred seventy-five (175) working days to be deemed a Regular Employee, but will be considered in the calculation of seniority if there is continuous uninterrupted employment.

ARTICLE 10 - METHOD OF PAYMENT

10.01 All Employees covered by this Agreement shall be paid on or before every second Friday.

10.02 (a) The salary generated from a regular and ongoing schedule shall not require the submission of completed time sheets.

(b) It is the responsibility of each Employee to complete the Division's time sheet recording approved hours actually worked in excess of the regular and ongoing schedule of hours as set out in paragraph (a). The completed form must receive the approval and authorization of the Applicable Administrator and/or principal of the school. Subject to Article 10.02(c) the Employee shall be paid for these hours worked in the pay period following the pay period during which they were worked.

(c) The time sheet referenced in paragraph (b), shall be submitted to the Administration Office in accordance with the Schedule of Submissions as may be established by the Secretary-Treasurer's Department from time to time. In the event that a delay has occurred in the Secretary-Treasurer's Department due to the failure of the Employee to complete the time sheet completely or accurately, the Employee will be paid for those hours worked in the pay period following the pay period during which the completed and authorized time sheet was received. Where errors or delays are caused by the school or Payroll Department, salary payments will be made to the Employee as quickly as possible.

(d) Vacation pay for all Employees shall be paid with each pay cheque.

10.03 (a) Employees will receive increments on the anniversary date of their employment in a position within scope of this Collective Agreement.

(b) In the event that an Employee takes a leave of absence without pay for any reason whatsoever including time away from work while in receipt of W.C.B. benefits when no paid sick leave or top up is paid to the Employee, or is on the recall list, the anniversary date for increments shall have a corresponding adjustment equal to the amount of time of the leave of absence without pay or amount of time on the recall list.

ARTICLE 10 - METHOD OF PAYMENT, cont'd

10.04 As conditions of employment and to be eligible to receive paid wages, the following shall apply:

(i) Each Employee must have established a bank account into which the wages are to be deposited directly by the employer with the Employee having signing authority over that bank account either exclusively or as part of a joint account held with one or more other individuals.

(ii) Each Employee must fully complete and sign all applicable benefit forms and payroll related documents as may be required and submit same to the employer prior to the commencement of active employment.

(iii) Failure to comply with the requirements of paragraphs (i) and (ii) above shall obligate the employer to withhold the payment of wages until such time as the Employee has fully complied with the provisions.

ARTICLE 11 - HOURS OF WORK

11.01 The full prescribed hours of work for a Full Time Employee shall be six (6) or more consecutive hours per day, exclusive of the lunch break, thirty (30) or more hours of work per week, Monday to Friday.

11.02 Lunch periods for Employees shall be based on the operational requirements of the school but shall not be less than thirty (30) minutes in duration. Notwithstanding this article, an Employee may, with the approval of the School Principal amend the Employee's lunch period subject to the operational requirements of the school.

11.03 Employees who work two and one-half (2.5) hours or more are entitled to one (1), fifteen (15) minute coffee break. Employees who work five and one-half (5.5) hours or more are entitled to two (2), fifteen (15) minute coffee breaks. Employees who work less than two and one-half (2.5) hours are not entitled to a coffee break.

11.04 If an Educational Assistant is required by administration to attend a parent teacher interview, such meeting will normally be scheduled during regular working hours. If a meeting is scheduled outside of regular working hours, the time spent in the meeting will be considered time worked.

ARTICLE 12 - OVERTIME

12.01 All time worked over eight (8) hours of work in any one day, Monday to Friday, shall be paid for at time and one-half (1.5) for the first four (4) hours and double time thereafter. Notwithstanding the foregoing, where an Employee, who has worked over forty (40) hours from Monday through Friday of a week and works on the Saturday of that week shall be paid at time and one-half (1.5) for the first four (4) hours worked on that Saturday and double time thereafter. All time worked on Sunday shall be paid for at double the standard rate of pay. All time worked on a statutory holiday, shall be paid for at double the standard rate of pay, in addition to the regular day's pay.

12.02 Any Employee called back to work under terms of Article 12 for overtime purposes, shall receive not less than two (2) hours pay at the overtime rate of pay.

12.03 (a) Overtime may be accumulated and used at a time mutually agreed upon by the Employee and the Applicable Administrator, to a maximum of thirty-five (35) hours per year.

(b) When additional overtime, over and above the hours per year as outlined in Article 12.03(a) above, is worked, the Employer may, at their discretion, give compensating time off in lieu of payment. Where the overtime worked would normally be paid at straight time, compensating time off will be one (1) hour for each hour of overtime worked. Where the overtime worked would normally be paid at time and one-half, the compensating time off will be one and one-half (1.5) hours for each hour of overtime worked. Where the overtime worked will normally be paid at double time, the compensating time off will be two (2) hours for each hour of overtime worked.

(c) The usage of any banked overtime which cannot be mutually agreed to shall be paid out on the pay cheque for the first full pay period in the month of June. No overtime may be banked after May 15th in any school year.

(d) Banked time may not be taken as time off after June 1, in any School Year.

12.04 Overtime work shall not be performed nor paid for unless authorized by the Applicable Administrator. Where an emergency arises which emergency must be addressed by an Employee and prior authorization from the Applicable Administrator cannot be obtained or is impractical to obtain, that Employee shall attend to that emergency and all required overtime resulting therefrom shall be paid.

ARTICLE 12 - OVERTIME, cont'd

12.05 Employees who normally work less than an eight (8) hour day but who are required to work overtime, shall be paid at the rate of straight time for hours so worked up to eight (8) in that day. Overtime will not be paid until after eight (8) hours.

12.06 The following provisions shall govern the work of Educational Assistants with respect to overnight assignments notwithstanding any other provisions of this Collective Agreement:

(i) all overnight work assignments shall be on a non-compulsory basis;

(ii) Educational Assistants shall be paid at straight time wages for up to eight (8) hours per day for overnight assignments including Saturdays and Sundays;

(iii) any additional daily hours including Saturdays and Sundays will be paid at the rate of time and one-half (1.5) the regular hourly rate of pay;

(iv) it is agreed that no wages will be paid for overnight assignments unless the Educational Assistant's sleep is disrupted for periods in excess of one (1) hour and in this situation the provision of (iii) above will apply.

ARTICLE 13 - VACATIONS

13.01 The vacation pay entitlement shall be as follows:

0-8 years of service with
the Division.....6% of eligible earnings;

Over 8 years of service with
the Division.....8% of eligible earnings;

Over 14 years of service with
the Division.....10% of eligible earnings;

Over 22 years of service with
the Division.....12% of eligible earnings

13.02 The anniversary date for holidays shall be the first day of the most recent continuous temporary or regular employment.

ARTICLE 13 – VACATIONS, cont'd

13.03 (a) For purposes of determining the rate or amount of vacation entitlement under Article 13.01, the length of service shall mean length of service with the Division.

(b) Employees appointed to positions within scope of this Collective Agreement who are currently occupying positions within scope of any other Collective Agreement or in exempt employment, shall not bring forward into this Collective Agreement any accumulated vacation balances accrued while employed within scope of those other Collective Agreements or exempt employment positions. Vacation balances accrued from employment with the Division but outside of the scope of this Collective Agreement shall be paid out to the Employee or taken prior to commencing employment within scope of this Collective Agreement.

13.04 Employees who resign and do not give the employer at least fourteen (14) calendar days' notice prior to the date the resignation becomes effective shall forfeit any right to vacation pay under the terms of the Collective Agreement. The Employee shall be entitled to receive vacation pay under *The Employment Standards Code*.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 The following holidays shall be observed as paid days off at the Employee's regular rate of pay:

New Years Day	Good Friday	Victoria Day
Canada Day	Terry Fox Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	Louis Riel Day	

Orange Shirt Day (National Day for Truth and Reconciliation)

and any other statutory holiday as proclaimed by the Province of Manitoba and any other holiday proclaimed by the School board for which the schools will be closed.

14.02 *The Employment Standards Code* of the Province of Manitoba shall apply in determining eligibility for payment for the statutory holidays referenced in Article 14.01.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 **For Association Business**

(a) Where Board permission has been granted to representatives of the Association to attend joint meetings with the Board's representatives to carry out negotiations or to attend joint meetings with respect to a grievance, those Employees shall suffer no loss in pay for time spent at those joint meetings.

(b) When grievance meetings or hearings are held the Association may have present the Grievor, the President or designate and any other representative who is not an Employee of the Division. Should the Association desire to have additional representatives who are Employees of the Division and would be attending during their normal work shift, those Employees may attend with no loss of wages or benefits but the cost of wages and benefits shall be reimbursed to the employer by the Association.

(c) The Division agrees that where permission has been granted an Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Association work or conventions. However, the Association shall reimburse the employer for all pay and benefits during the period of absence.

(d) For purposes of this Article and any other article in this Agreement where provisions exist that the Association shall reimburse the employer for the cost of wages and benefits, the following definitions shall apply:

(i) Wages shall mean the applicable hourly rates of pay multiplied by the number of hours that the Employee is away from their regular work assignment, including vacation pay where such is paid with each pay cheque and, subsequently, any retroactive pay where a general salary increase is applied to these hours.

(ii) Benefits shall include the cost of benefits paid by the employer in respect of the foregoing hours and shall include but not be limited to the employer share of Canada Pension Plan Contributions, employer share of Employment Insurance Premiums, employer matching contributions to the M.S.B.A. Pension Plan, employer administrative charge paid into the M.S.B.A. Pension Plan, employer share of Group Life Insurance Premiums, employer share of Workers' Compensation Board Premiums and employer share of any other insurance or benefit plans.

(e) Whenever possible and practical, joint meetings will be held during normal business hours.

(f) The Association shall, upon giving notice on or before May 31, be entitled to a full time release position as determined by the Association to attend to Association business in the following school year. There shall be no loss of benefits and the Association shall reimburse the Division for the amount of salary, benefits and other costs related to the release time. The daily hours and rate of pay for the release time will be confirmed by the Association at the time the release is requested.

The Association shall, upon giving notice on or before May 31, be entitled to an additional part-time release position to attend to Association business in the following school year. The scheduling of the half-time leave shall be a half-day each work day afternoon, unless otherwise agreed by the parties. There shall be no loss of benefits and the Association shall reimburse the Division for the amount of salary, benefits and other costs related to the release time. The daily hours and rate of pay for the release time will be confirmed by the Association at the time the release is requested.

The foregoing process will be used each year to confirm the release position(s) and/or return from a release position(s) for the following school year. An employee returning from a release position will be returned to the same position held prior to the release, or a comparable position if that position is no longer available.

15.02 Association Conventions

Leave of absence without loss of seniority, but without pay, may be granted upon request to the Board by Employees elected or appointed to represent the Association at Association conventions. Such time shall not exceed a total of twenty-four (24) days in any one year to all members belonging to the Association. The Division shall, if requested by the Association, continue to pay the Employee during the periods of leave of absence without pay as if they had remained at work. The Division will then bill the Association an amount equal to actual cost of the Employee's wages and benefits.

15.03 Bereavement Leave

(a) An Employee shall be granted a maximum of five (5) days absence without loss of pay in the case of the death or serious illness of or serious injury to a spouse, child, father, father-in-law, mother, mother-in-law, grandchild, stepchild, step-parent, brother, son-in-law, sister, daughter-in-law and a relative who has been permanently residing with the Employee. In the case of death, the first of such days will normally be taken within seven (7) calendar day(s) of the time of the death with subsequent days taken consecutively thereafter, however, an Employee may take up to three (3) working day(s) at a later date after that period if the purpose of the leave requested is reasonably related to the death (e.g. celebration of life or interment, estate matters) and the employee notified the Division about the death and their request to take day(s) at a later date at the time of the death.

(b) An Employee shall be granted a maximum of two (2) days absence without loss of pay in the case of the death or serious illness of or serious injury to an aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law. In the case of death, the first of such days will normally be taken within seven (7) calendar day(s) of the time of the death with the other day taken consecutively thereafter, however, an Employee may take one or more working day(s) at a later date after that period if the purpose of the leave requested is reasonably related to the death (e.g. celebration of life or interment, estate matters) and the employee notified the Division about the death and their request to take a day(s) at a later date at the time of the death.

(c) One (1) day leave shall be granted without loss of salary or wages to attend a funeral or other celebration of life/service as an active participant such as a pallbearer, delivering a eulogy or similar responsibility.

(d) Where the funeral or other celebration of life/service in connection with the leave in paragraphs (a) or (b) above occurs outside of the Province, up to two (2) days of travel time shall be granted to allow the Employee to attend without loss of salary.

ARTICLE 15 – LEAVE OF ABSENCE, cont'd

15.04 Short Term Absences

Short term absences on compassionate grounds, either with or without loss of pay, may be granted at the sole discretion of the Superintendent or designate.

15.05 Parenting Leave

Employees shall be entitled to maternity and parental leave.

Eligibility for such leaves will be determined in accordance with the provisions of *The Employment Standards Code* (Manitoba) and Regulations thereunder as amended at the time of the leave request.

Information regarding maternity and parental leave can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/.

15.06 Jury and Witness Duty

(a) All Employees shall be granted leave without loss of salary for court appearances if the Employee is:

(i) Subpoenaed to be a witness in a court action excepting those actions arising from the Employee's personal affairs; or

(ii) Summoned for jury duty.

(b) The Employee shall remit to the Division any remuneration which the Employee may receive because of an appearance in court as a witness or juror saving thereout reimbursement for out of pocket expenses.

(c) An Employee subpoenaed as a witness in a Court of Law must notify the Applicable Administrator as soon as the notice is received.

(d) All information regarding the known times and length of absences should be made known to the applicable Administrator as soon as possible.

(e) An Employee shall make themself available at their school when not required at court.

15.07 Professional Development for Educational Assistants

a) Mandatory Professional Development Days:

Each Educational Assistant will be required to attend two (2) days of professional development per school year. The Mandatory Professional Development Days will be scheduled by the Division on a Division-wide basis and/or school basis. Employees will be notified of a scheduled Mandatory Professional Development Day no later than thirty (30) days in advance of the scheduled date.

In the event that an Educational Assistant does not participate in one or both of the Mandatory Professional Development Days, in any school year, the Division shall not be obligated to substitute another professional development day in lieu of the Mandatory Professional Development Day not attended.

An Educational Assistant that is unable to attend a Mandatory Professional Development Day due to personal illness or injury is eligible to claim for paid sick leave, subject to the provisions of Article 16.

In addition to the Mandatory Professional Development Days above, the first day of each School Year shall be a full day of work for each Educational Assistant based on that Employee's full-time equivalency.

b) Additional Optional Professional Development Days:

In addition to the Mandatory Professional Development Days above, Educational Assistants may apply to attend additional Optional Professional Development Days as follows:

i) All requests from Regular Employees to participate in relevant professional development activities, where the Regular Employees will receive salary while attending those activities, must be submitted to the appropriate Principal(s) on the prescribed professional development request form not less than two weeks prior to the date of the professional development activity. The Principal(s) may or may not approve the request. If the request is approved, the Principal(s) shall sign the form and immediately forward a copy to the Applicable Administrator for approval.

ii) Approved paid leave for such professional development activities shall not exceed five (5) days with pay for any Regular Employee in any school year. The salary paid to the Regular Employee participating in such an approved professional development activity shall be paid for the actual hours of participation at straight time rates.

iii) Costs such as registration and parking are to be borne by the employer.

iv) An Educational Assistant that is unable to attend an Optional Professional Development Day due to personal illness or injury is not eligible to claim for paid sick leave for the day.

15.08 Family Medical Leave

An Employee may use up to an overall maximum of five (5) days of their accumulated sick leave per School Year to care for their children, spouse, parents or parents-in-law in the event of illness/injury or to attend to medical tests and/or medical appointments with such family member. A leave of absence form must be completed either before or after the absence.

Where this occurs and both parents of a particular child are Employees within scope of the Agreement, both parents may not access the provisions of this paragraph concurrently.

The Division may require documentation from the service provider to verify such usage in connection with a medical test and/or medical appointment for such family member.

15.09 Religious Leave

A Regular employee shall be given leave of absence up to a maximum of three (3) days/occurrences per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the employee's religion. The Division will refer to the Multifaith Calendar as a resource to verify religious and/or spiritual days, and in situations where the holy day is not identified in that calendar, the Division may request confirmation from the
employee's clergy or religious leader that the day sought is a day of obligation by the employee's faith/religion.

Regular employees shall not absent themselves from duty for reasons of religious holy days without first securing permission from the Chief Human Resources Officer or their designate. The following notification period shall apply:

a) Regular employees on staff requiring religious holy leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however not later than September 30th.

b) In instances where 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 days fall within the first ten (10) working days after the start of the school year where the notice shall not be less than five (5) working days.

c) Where the appropriate notice has not been given, religious holy days' leave will be provided, however the employee will not receive pay for the date.

The parties agree that this Article constitutes reasonable accommodation for religious leave.

15.10 a) The Division may grant a leave of absence with or without pay and without loss of seniority when requested.

b) Without limiting the general application of the foregoing, an Employee with ten (10) or more years of continuous service may request an unpaid leave of absence of up to one (1) week in length. Except where otherwise agreed, application for such leave must be made to the Applicable Administrator not less than six (6) weeks in advance of the commencement of such leave.

The request will be approved by the Division provided that the Employee has not taken a leave pursuant to this article in the preceding five (5) years and subject to the availability of a suitable replacement, if required. Such leave will not be tied to a school break except in special circumstances that are approved by the Applicable Administrator.

15.11 Additional Statutory Leaves

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for other leaves of absence as provided in *The Employment Standards Code* (Manitoba). Such leaves presently include but are not limited to Compassionate Care Leave, Interpersonal Violence Leave, Critical Illness of a Child Leave, Critical Illness of an Adult Leave.

Eligibility for such leaves will be determined in accordance with the provisions of *The Employment Standards Code* (Manitoba) and Regulations thereunder as amended at the time of the leave request.

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/

15.12 Personal Leave

With a minimum of ten (10) teaching days' notice to the school principal and subject to the availability of a suitable replacement if required, an Employee shall be granted one (1) day of paid personal leave per school year. Effective date of ratification, an Employee shall be granted two (2) days of paid personal leave per school year.

The number of Employees granted personal leave on any one day within a school shall be no more than 10% of the bargaining unit Employees in a school, or one (1) Employee where there are less then ten (10) bargaining unit Employees in a school. In the event the number of leave requests exceeds this amount for a particular day, leaves shall be granted in order of the date received. In case of an emergency, the ten (10) teaching day notice may be waived.

Personal Leave days shall not be used on Professional Development days whereby the Employee is required to be at work on those days.

15.13 Birthing Leave

Upon the occasion of the birth of an Employee's child, that Employee shall be granted one (1) day's absence with pay for the actual occasion of birth and up to two (2) further days' absences with pay. It shall be understood that leave of absence with pay shall be provided when the day of birth or the additional day(s) fall(s) on a regular school day(s). This Article does not apply to the mother giving birth.

15.14 Exam Leave

Where an Employee is required to be absent from work to write an examination in a course of study, they shall be granted, upon application, one-half (1/2) day leave of absence without pay for each exam.

15.15 Leave for Graduation

An Employee shall be granted one (1) day leave without loss of pay to attend the graduation ceremony of the Employee's child or spouse that is graduating from high school or a post-secondary institution, or to attend the Employee's own graduation ceremony from a post-secondary institution. The Employee must provide at least sixty (60) days' notice of the date of the requested leave.

ARTICLE 16 - SICK LEAVE

16.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay, by virtue of being sick or because of an accident.

Sick leave is not payable to an Employee:

(a) who is engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the Long Term Disability Insurance Plan.

(b) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from an automobile insurance plan to the extent that such benefits and paid sick leave exceed the Employee's normal salary. In such cases where an Employee uses their accumulated sick leave the Employee shall reimburse the Division the amount of wage loss received from the automobile insurance plan and the corresponding amount of the Employee's sick leave will be reinstated.

16.02 Workers' Compensation Board benefits shall be administered in accordance with Addendum No. 1.

ARTICLE 16 - SICK LEAVE, cont'd

16.03 Amount of Sick Leave

Sick leave shall be granted on the basis of two (2) days for every month of service accumulative up to one hundred and thirty (130) working days maximum. A day shall accumulate based upon the Employees' regular and recurring work hours (inclusive of additional hours worked performing duties such as lunch and bus supervision as may be included in the Full Time Equivalency of the Employee as provided by the Applicable Administrator).

16.04 Proof of Illness

(a) For all absences of greater than seven (7) consecutive calendar days, due to illness, an Employee may be required to produce a certificate on a sick leave form acceptable to the Division and completed by a duly qualified medical practitioner disclosing all relevant and pertinent information.

(b) The Division may request a medical certificate that addresses 1 - 2 when the employee has been absent on more than ten (10) scheduled workdays in the same calendar year.

(c) Medical information provided to the Division shall include the following relevant and pertinent information:

- instances of greater than seven (7) consecutive calendar days but less than ten (10) consecutive working days will address section 1 and 2 below;

- instances of absence of ten (10) consecutive working days and longer shall address sections 1 through 6 inclusive:
    1. Physician has examined the Patient;
    2. Patient has or did have a medical condition that required(s) absence from work;
    3. Patient is receiving and participating in treatment/ recovery plan;
    4. Anticipated return to work to full duties;
    5. Prognosis/anticipated duration of illness;
    6. Any restrictions/modifications to workplace or duties that are anticipated to be necessary in order to return the Employee to work at an earlier date.

Any fee to be paid to the medical practitioner to complete the certificate or report with respect to the information required for sections 1 and 2 shall be paid by the Employee and reimbursed by the Division.

ARTICLE 16 - SICK LEAVE, cont'd

16.05 Extension of Sick Leave:

In special cases of illness of Employees having over three (3) years service, a special request for extra sick leave may be submitted to the Board, if accompanied by a letter or certificate from a medical practitioner, giving full details of the reason for the request. The amount of such leave, if granted, shall be at the sole discretion of the Board.

16.06 Sick Leave Without Pay

A leave of absence without pay, may be granted at the sole discretion of the Division to an Employee who does not qualify for sick leave pay or who is unable to return to work when that Employee's sick leave terminates.

16.07 Suspected Abuse

In cases of suspected abuse of sick leave, an Employee shall be required, at any time, to produce the Division's approved sick leave form completed by a duly qualified medical practitioner.

16.08 Accumulated sick leave will be provided on an Employee's earnings statement which accompanies each Employee's bi-weekly wage payment. This will reflect the most recent available accumulated sick leave balance subject to adjustment for unrecorded sick leave taken. An Employee's protest of the accuracy of their sick leave accumulation or usage will normally be made within ninety (90) days of the alleged incorrect statement.

16.09 Disposition of E.I. – Employment Insurance Rebate

The Employer shall register its sick leave plan with the Employment Insurance Commission for premium reduction purposes. Should the Division be deemed eligible for a premium reduction, the Association shall be notified in writing as to the amount and distribution of the Employee's (currently $5/12^{th}$) share of the premium reduction. The Employer shall distribute the Employee's (currently $5/12^{th}$) share to each present Employee.

16.10 Employees coming within scope of this Collective Agreement from another bargaining unit or employee group, both within the employment of the Division shall bring forward their current accumulated sick leave balances into their employment within scope of this Agreement as their opening sick leave balance. Such Employees are always limited to the maximum number of accumulated sick leave days and may not bring forward an accumulated sick leave balance which exceeds the maximum accumulated sick leave balance permitted within this Collective Agreement.

ARTICLE 17 – GRIEVANCE AND ARBITRATION PROCEDURE

17.01 Should any dispute arise between the Board and any Employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable; or should any allegations be made that this Agreement has been violated, or should any dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Discussion Stage

Prior to filing any grievance pursuant to this article, an Employee should, where appropriate, first approach the Employee's immediate supervisor to inform the supervisor of the facts of the matter and seek clarification where warranted. The Employee may choose to be accompanied by an Association representative. Any discussion at this stage shall be without prejudice to the formal grievance process and shall have no effect on the timelines for filing a grievance as set out in Step 1 below.

(a) All grievances shall be submitted within twenty-one (21) working days of the alleged incident. In the event of a grievance originating while an Employee is on an approved leave of absence from work, such grievance shall be lodged within twenty-one (21) days of the said Employee returning to work. The grievance shall be submitted in writing and state the nature and particulars of the grievance and the remedy or solution sought.

(b) STEP 1 - The aggrieved Employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing to the Chief Human Resources Officer or their designate. The Chief Human Resources Officer or their designate shall render their decision within ten (10) working days after receipt of the grievance.

(c) STEP 2 - Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the Association Committee will submit to the Secretary-Treasurer a written statement of the particulars of the grievance and the redress sought. Within ten (10) days of the date of receipt of the grievance at this step, the Secretary Treasurer may hold a hearing to receive submissions from both Association and Chief Human Resources Officer or their designate and discuss the matter with the Employee and those representatives. The Secretary-Treasurer shall render their decision within ten (10) working days after receipt of such notice.

(d) STEP 3 - Failing settlement being reached in Step 2, the Association Committee will submit the written grievance to the Board of Trustees who shall render its decision within a reasonable amount of time.

(e) STEP 4 - Failing a satisfactory settlement being reached in Step 3, the Association shall indicate their intent to proceed or not to proceed to arbitration within fifteen (15) working days.

17.02 The time limits in both the Grievance Procedure and the Arbitration Procedure may be extended by consent of the Parties to this Agreement, in writing. Failure to comply with the time limits as set forth in this Article or subsequently extended by mutual agreement shall result in the grievance being deemed to have been abandoned and all rights or recourse to the Grievance Procedure shall be at an end.

17.03 (a) When either Party requests that a grievance be submitted to arbitration, the request shall be made, in writing, addressed to the other Party of the Agreement.

(b) Within fourteen (14) days thereafter, each Party shall name an arbitrator to an Arbitration Board and notify the other Party of the name and address of its appointee. These two arbitrators shall appoint a third person, who shall be mutually satisfactory to both Parties, to act as Chair.

(c) If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair within fourteen (14) days, the appointment shall be made by the Manitoba Labour Board upon the request of either Party.

(d) The decision of the Arbitration Board shall be final and binding on both Parties, but in no event, shall the Board of Arbitration alter, modify or amend this Agreement in any respect.

(e) The Parties to this Agreement request that the Board of Arbitration hand down its decision within fifteen (15) days from the date of the hearing.

(f) Each Party shall pay the fees and expenses of its appointee and one-half of the fees and expenses of the Chair.

(g) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the consent of both parties.

17.04 Nothing herein shall prohibit the Parties from agreeing on a single arbitrator. If the Parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single arbitrator.

ARTICLE 18 - DISCHARGE AND DISCIPLINE CASES

18.01 A Regular Employee shall be dismissed only upon the authority of the Board. Employees may be suspended only under the authority of the Superintendent, save and except in cases of emergency. In emergency situations, the Applicable Administrator may suspend an Employee for a short period and immediately report such suspension to the Superintendent or designate. Such Employee and the Association shall be advised promptly, in writing, by the Superintendent or designate as to the reasons for such suspension, or by the Board of the reasons for such dismissal.

18.02 An Employee considered by the Association to be wrongfully discharged or suspended, shall be entitled to a hearing under Article 17, "Hearing of Grievances". Step 1 of the Grievance Procedures shall be omitted in such cases.

18.03 The employer shall not discipline or dismiss any Employee bound by this Agreement except for just cause.

ARTICLE 19 - PROPER ACCOMMODATION

19.01 Where possible, proper accommodation shall be provided in all schools for Employees of the Board, to have their meals and keep their clothes.

ARTICLE 20 - BENEFITS

20.01 (a) Group Insurance

The Division will participate in the Manitoba School Employees Benefit Plan which is limited to Regular Employees in accordance with the terms and conditions of the plan.

(b) Long Term Disability

The Division shall make the necessary deductions from Regular Employees eligible to participate in the 100% Employee paid Group Long Term Disability Plan approved and operating in the Division. Participation in such plan is mandatory for all eligible Regular Employees who are newly employed within scope of this Agreement after October 1, 2009, or who, having been employed within scope of this Agreement on October 1, 2009, had opted to join the Plan.

(c) The Division's responsibility with respect to the administration of the Group Life Insurance Plans shall be limited to the following:

I) Deducting premiums from Employees;
II) Enrolling newly hired Employees in the Plan;
III) Maintaining records of the Employees who are and are not insured, including maintaining files of application cards, late applicants, Employees whose coverage was rejected on late application, beneficiary designations, and Employees whose coverage has terminated on leaving the Division;
IV) Completing a premium statement to accompany premium remittances;
V) Completing and submitting the Employer Claim Submission for claimants;
VI) Distributing Plan information to Employees from time to time;
VII) Conducting periodic re-openings for Accidental Death and Dismemberment applications.

Save and except for the express responsibilities as set out in this Article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the Manitoba Public School Employees Group Life Insurance Plan.

The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Group Life Insurance Plan.

20.02 Pension Plan

All Employees covered by the Agreement shall be eligible to enrol in the Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba according to the terms and conditions of the Plan text.

20.03 The Division shall make available to all Regular Full-Time and Regular Part-Time Employees covered by this Collective Agreement an Employee and Family Assistance Program administered by a third-party provider. The cost of the Employee and Family Assistance Program will be borne by the Division.

ARTICLE 21 - COMPULSORY CHECK-OFF

21.01 Except as hereinafter provided, the Division will deduct Association dues, only from Regular and Temporary Employees, whether or not an Employee is a member of the Association, on a monthly basis, the amount of regular monthly membership dues payable by a member of the Association.

21.02 The Association agrees that in accordance with *The Labour Relations Act*, an Employee, whom by affidavit, states that they are a member of a religious body or sect that precludes membership in or financial support to a Trade Union, the monies collected shall be turned over to a charity of the Employee's choice.

21.03 These dues will be forwarded to the Treasurer of the Association by the twentieth (20^{th}) of the month following deduction.

21.04 In consideration of the Division making the compulsory check-off of Association dues, as herein provided, the Association agrees to and does hereby indemnify and save the Division harmless for all claims, demands, action and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of Association dues provided for in Article 21.

21.05 The Association shall notify the Division in writing of any changes in the amount of dues at least one (1) month prior to the end of that pay period in which the deductions are to be made.

ARTICLE 22 - WELFARE OF THE BOARD

22.01 In consideration of the provisions of this Agreement, the Association agrees to promote among its members, an appreciation of the importance of diligence and care in the performance of their duties, adherence to the rules and regulations prescribed by the Board, and an awareness of the responsibilities which are theirs, and in so doing, actively promote the provision of services in the Pembina Trails School Division.

ARTICLE 23 – MILEAGE AND COURSE REIMBURSEMENT

23.01 Mileage Entitlement

Employees who are requested by the employer to utilize their vehicles in the performance of their duties shall be entitled to mileage reimbursed in accordance with Board Policy.

ARTICLE 23 – MILEAGE AND COURSE REIMBURSEMENT, cont'd

23.02 (a) An Employee who, with the prior approval of the Division, enters a course of training which will better qualify the Employee to perform their job with the Division may, upon successful completion of the course, have that course paid for by the Division.

(b) The decision regarding approval for the course shall be at the sole prerogative of the Division and such decision shall not be subject of grievance or arbitration proceedings pursuant to the provisions of this Agreement.

23.03 No Employee shall be required to use their own motor vehicle on behalf of the Division as a condition of employment. The parties agree that it is possible for an EA and a School to agree that the EA will use their own vehicle for the duration of the applicable school year (or the duration of the assignment, if it ends prior to the applicable school year). Such agreement to use their own motor vehicle or that school year must be approved by the School Principal.

ARTICLE 24 - PERFORMANCE REVIEW

24.01 The basic purpose of a performance review shall be to keep an Employee informed as to the adequacy of their performance and to provide information to assist the Employee in maintaining the level of their performance or improving their performance.

24.02 A performance review of each Employee will be conducted no less frequently than every three years. A performance review may be conducted more frequently for Employees who are serving probationary or trial periods or in instances where the Applicable Administrator, in their discretion, believes that it is warranted. The performance review may utilize whatever standard or special forms seem appropriate to the Administration. Employee completion of any portion of the standard or special form will be optional for the Employee. Each Employee shall be allowed to review with the Administration all aspects of their review and may file any supplementary statement to be attached to this report as the Employee deems advisable in the circumstances. The formal review and any supplementary statements filed will form a part of the Employee's permanent personnel file.

24.03 The grievance and arbitration procedure as outlined in Article 17 is not applicable to this clause.

ARTICLE 25 - LABOUR-MANAGEMENT COMMITTEE

25.01 A Labour-Management Committee shall be established, consisting of up to four (4) representatives from the Association, and up to four (4) representatives of Management. The Labour-Management Committee shall meet every three (3) months unless otherwise agreed by the parties.

25.02 The Committee may consider such matters as:

(a) Reviewing suggestions from both labour and management regarding working conditions and service, saving thereout matters which have become the subject of a formal grievance.

(b) Reviewing the application and interpretation of the Agreement other than that which may relate to a grievance that has been filed.

(c) Review suggestions for improvements to rules and practices concerning Employee safety.

25.03 The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Agreement. The Committee does not have the power to bind either the Association or its members or the employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Association and the employer with respect to its discussions and conclusions.

25.04 Any representative of the Association who is in the employ of the employer shall have the right to attend joint meetings held within working hours without loss of pay.

ARTICLE 26 - STRIKES AND LOCKOUTS

26.01 It is agreed by the Association that during the term of this Agreement, there shall be no strike or slowdown, either complete or partial, or other action which would stop or interfere with the education of the children.

26.02 It is agreed by the employer that there shall be no lockout during the term of this Agreement.

26.03 The strike and lockout provisions of *The Labour Relations Act* apply to both parties. The Division and the Association mutually agree to provide at least seven (7) calendar days notice in writing to the other party prior to the commencement of any strike or lockout.

ARTICLE 27 - LAYOFF AND RECALL

27.01 Layoff shall be defined as a reduction in the work force or a reduction in hours of work as set out in Article 27.02. The parties confirm that the June lay-off date for Employees in each school will be dictated by the final dismissal date of the student(s) that the Employee has been assisting.

27.02 (a) A Regular Employee who normally works six (6) hours per day or more and whose hours of work have been unilaterally reduced by the Division, shall, at the Employee's option, be deemed to have been laid off.

(b) Other Regular Employees whose hours of work have been unilaterally reduced by one (1) hour or more per day, shall, at the Employee's option, be deemed to have been laid off.

27.03 The displacement provisions of Article 27.06 do not apply to ten (10) month Employees who are not required to work during school closures (Winter break, Spring and Summer breaks), in-service/administration days or from June 15 through to the end of that school term unless the Employee is not reinstated at the same salary and hours of work.

27.04 Unless legislation is more favourable to the Regular Employee, the employer shall notify Regular Employees who are to be laid off at least twenty-one (21) calendar days prior to the effective date of layoff. If the Regular Employee has not had the opportunity to work the days as provided above, the Employee shall be paid in lieu of such notice.

27.05 The Division may, because of special student and/or program needs, exercise a requirement that any Educational Assistant(s) may not be subject to lay-off or displacement, in which case the next appropriate Educational Assistant would be laid off. If the Division wishes to apply this provision, it will first provide the President of the Association with information to substantiate the special student and/or program needs.

27.06 In the event that reductions are required in a school, during that school year, due to the loss of a special needs student, or a reduction in the program needs, the Educational Assistant will be offered another position with the same hours and rate of pay in another school, or the Educational Assistant could displace a less senior Educational Assistant in the same school provided there is no special training or Educational Assistant/pupil relationship issue and the Educational Assistant is qualified and able to perform the duties of the less senior employee as set out in the job description. The Educational Assistant who must transfer under these conditions would be placed in a position of comparable hours and rate of pay, or if no position exists to continue at the same hours of work and salary until the end of that school year.

27.07 New Employees shall not be hired if there is a qualified internal applicant that has the ability to perform the work described in the job description for the posted position.

27.08 The Division shall be the sole judge as to whether an Employee is qualified and able to perform the work.

27.09 In the event temporary work assignments become available, the Division may offer employment to Employees on temporary layoff. Employees interested in undertaking such work assignments shall advise the Applicable Administrator, in writing, of their interest in accepting such assignments. The rate of pay and benefits shall be the rate of pay and benefits prevailing for the temporary assignment, notwithstanding the normal rate of pay and benefits of the ten (10) month Employee.

27.10 This Article shall apply to Regular Employees only.

27.11 When an Employee has been transferred from one school to another during a School Year due to that Employee's position being determined to be redundant, that Employee may elect, for the purposes of staffing decisions for the beginning of the subsequent School Year, to be considered to be on staff at the school to which that Employee was assigned before the transfer during the School Year.

27.12 Lay-offs, Recalls and Vacancies in the Transition from one School Year to the following School Year

1) Each Educational Assistant ("EA") will be laid off in June, the specific date will be dictated by the final dismissal date of students that the EAs have been assisting. The provisions of this Article 27.12, apply to layoffs, recalls and vacancies in connection with the transition from one school year to the next school year.

2) EAs who are Temporary Employees ("Temporary EAs") will have their employment terminated not later than the last day of the applicable School Year or at the end of the designated term of employment, or if earlier, then in no case with less than two (2) weeks' notice save and except for individuals who become Temporary Employees by virtue of the provisions of Article 1.02(g).

3) EAs who are Regular Employees ("Regular EAs") will be recalled for the following School Year to the school at which they were working at the timeof the June lay-off. If there are insufficient positions available to do so, the Regular EA will be placed on the Recall List.

4) Notwithstanding Paragraph 3 above, pursuant to Article 27.11 Regular EAs who were transferred during the School Year due to their position being determined to be redundant may elect for the purposes of staffing decisions to be considered part of the staff at the school to which that Employee was assigned before the transfer during the School Year. In other words, for staffing purposes for the following School Year the Regular EA may elect to be considered to be part of the staffing complement of the former school. EAs must complete their declaration form prior to May 1, each year. In the event that no declaration form is submitted prior to May 1, the EA shall be considered to be part of the school staff where they are currently employed.

5) Prior to May 1, all Regular EA-2 staff must complete the declaration form as to their election regarding the following:

(a) If there is a reduction of EA-2 positions at their school for the following School Year, a declaration of the EA-2's preference to either remain in their present school in an EA-1 position or to be placed in an alternate school in an EA-2 position pursuant to the procedures herein.

i) In the event that an EA-2 has elected to be placed in an EA-1 position in order to remain at their school and an EA-2 position becomes available at that school prior to the commencement of the school year, the EA will beautomatically re-instated as an EA-2 in that school subjectto having the necessary qualifications, skills and ability.Where there are two or more Employees in this situation within a school, the reinstatement(s) to the available EA-2 position(s) shall be awarded to the EA-1 with the greatest seniority in that school who was an EA-2 the previous year subject to having the necessary qualifications, skills and ability.

An Employee re-instated to an EA-2 classification pursuant to this provision shall be notified by email, with a copy to the Association.

(b) If the EA-2 wishes to be reclassified as an EA-1 for the following School Year (regardless of whether there is any reduction in EA-2 positions).

6) On or by June 5, the Division will determine the anticipated number of EA-1 and EA-2 positions at each school for the following School Year.

7) If the anticipated number of EA positions across the Division for the following School Year will be less than the number of EA positions in the current School Year, the EAs with the least seniority will automatically be placed on the Recall List subject to the considerations in Article 9.01.

8) The Division will then conduct a further school by school analysis of the anticipated EA-1 and EA-2 positions at each school and the allocation of staff that remain (i.e. those that have not been placed on the Recall List). The Division will determine whether there is a need for additional EA-1 or EA-2 staff at the school or whether there is a need to reduce the numberof staff at the school.

   (a) If the Division believes that there are more Regular EAs working in a school than will be required for the following School Year, the least senior EA(s) in such school will be declared surplus and placed on the Recall List. Regular EAs in EA-2positions that elect to retain their classification as an EA-2 will, similarly, be placed on the Recall List if there are insufficient EA-2 positions within the school, with the least senior EA-2 Employees being placed on the Recall List.

   (b) If the Division believes that there are fewer Regular EAs working in a school than will be required for the following School Year, the Division will create a list of vacant positions, indicating the classification, location and hours of work for the position (the "Vacant Positions").

9) On or about June 15th, the Division will post the Vacant Positions. All Regular EAs will be eligible to apply for any of the Vacant Positions, including those retaining positions and those that are on the Recall List. The selection is subject to the considerations in Article 9.01 of the Collective Agreement.

10) If a Regular EA is not successful in securing a position through the June posting process, the Regular EA will remain on the Recall List and will be eligible to apply for positions in the August and subsequent posting processes.

11) The placement of EAs in accordance with the June posting procedures above shall, normally, be completed by June 30.

ARTICLE 27 - LAYOFF AND RECALL, cont'd

12) If there are positions unfilled after the June posting process and/or new positions that become available and/or positions that become vacant resulting from an incumbent successfully applying for a posted position, those unfilled positions will be posted on or about August 8th.

13) All Regular EAs will be eligible to apply for any of the Vacant Positions posted in the August posting process, including those retaining positions and those that are on the Recall List. The selection is subject to the considerations in Article 9.01 of the Collective Agreement.

14) If a Regular EA on the Recall List is not a successful applicant for a position in the June or August posting process, the Regular EA will remain on the Recall List and will be eligible to apply for all postings thereafter until such time as there is a loss of seniority pursuant to Article 9.02.

ARTICLE 28 - RIGHT TO HAVE ASSOCIATION REPRESENTATIVE PRESENT

28.01 Whenever the Applicable Administrator officially reprimands or officially disciplines an Employee and where that reprimand or discipline forms part of that Employee's personnel file, that Employee shall have the right to have the Association Representative present when the reprimand is issued or the disciplinary action is taken.

ARTICLE 29 - PERSONNEL RECORDS

29.01 Whenever an official reprimand or record of official discipline is entered into an Employee's personnel file, that Employee shall be provided with a copy of the reprimand or a copy of the record of disciplinary action and may attach to either document that Employee's comments which will also form part of the personnel record.

29.02 An Employee shall have the right to have reasonable access to and review their personnel record and, upon written request, an Employee shall have the right to have an exact copy of their personnel record.

29.03 There shall be only one (1) personnel file apart from the payroll file and Board meeting file.

ARTICLE 30 - JOB DESCRIPTIONS

30.01 The Division agrees to draw up job descriptions for all positions for which the Association is bargaining agent and to prepare a new job description whenever a new job is created or whenever the duties of a job change.

All job descriptions shall be presented to the Association for discussion purposes.

ARTICLE 31 – WORKPLACE SAFETY AND HEALTH

31.01 The Division and Association agree to co-operate in promoting safe and healthy practices and conditions within the Division and to adhering to *The Workplace Safety and Health Act of Manitoba.*

31.02 A minimum of two (2) days' time off with pay per year shall be provided to Employees who are members of the Workplace Safety and Health Committee so that they may attend safety and health training courses and/or conferences.

ARTICLE 32 – CLOTHING ALLOWANCE

32.01 Swimming Clothing Allowance

Employees who regularly participate in weekly "in water" swimming activities with students shall be entitled to an annual swimsuit allowance of up to $75.00 per year, on a 50/50 cost share basis ($75.00 Division / $75.00 Employee) upon the presentation of the original receipt.

DATED at Winnipeg, Manitoba this 12 day of November A.D. 2026

SIGNED AND AGREED ON BEHALF OF THE PEMBINA TRAILS SCHOOL DIVISION

Original signed by T. Johnson
Chair of the Board

Original signed by S. Carleton
Secretary-Treasurer

SIGNED AND AGREED ON BEHALF OF THE EDUCATIONAL ASSISTANTS OF PEMBINA TRAILS

Original signed by R. Ballam
President

Original signed by K. Hall
Vice-President

Criteria for Classification System	
EA - 3	All Educational Assistants who are certified as and employed as American Sign Language Interpreters and providing direct American Sign Language services to students (including those below Level III). The foregoing duties must represent the Educational Assistant's regular and ongoing assigned duties.
EA - 2	All Educational Assistants providing designated services to Level III Students, Rehabilitation Assistants, Educational Assistants certified for and utilizing American Sign Language or Braille to any student, Behaviour Learning Support Education Assistants (formerly B.L.S.T.) and Educational Assistants providing direct assistance to students (including those below Level III) who cannot manage toileting or menstruation independently which assistance shall include and be limited to catheterization, wiping, cleaning soiled clothing and bathing. The foregoing duties must represent the Educational Assistant's regular and ongoing assigned duties.
EA - 1	All Educational Assistants providing designated services to Level II Students, students with behavioural needs and Educational Assistants providing English as a Second (or Additional) Language to any student and all Educational Assistants providing services of a general nature in the classroom due to class size and providing services in support of performing arts activities. The foregoing duties must represent the Educational Assistant's regular and ongoing assigned duties.

Effective July 1, 2027 **Criteria for Classification System**	
EA - 3	All Educational Assistants who are certified as and employed as American Sign Language EA-3 Interpreters and providing direct American Sign Language services to students. The foregoing duties must represent the Educational Assistant's regular and ongoing assigned duties.
EA - 2	All Educational Assistants, including Rehabilitation Assistants, who provide individualized support to students (which may include 1:1 support or support at varying ratios, as appropriate) within or beyond the classroom environment, in order to facilitate inclusion for students who benefit from frequent support with regulation. Support services may include American Sign Language or Braille. Services may also encompass a range of supports such as academic assistance, regulation support, feeding in accordance with an oral motor plan, personal care (including toileting and menstrual support), lifting or transferring, support for mobility, and other physical assistance, as required. Educational Assistants may at times work outside of the classroom or in alternate settings for extended portions of the school day. This work may involve supporting students whose needs can include emotional or physical responses related to challenges with communication and/or regulation. The foregoing duties are intended to reflect the employee’s regular and ongoing responsibilities. The Division and the Association acknowledge that some EA-2 assignments can be more physically and/or emotionally challenging than others. If an EA-2 believes that their assignment is particularly physically or emotionally challenging, they may request to the school administrator to have the assignment (or assignments, if more than one) adjusted. The adjustment may be for part of each school day, a temporary reassignment, or some other form of adjustment considered to be appropriate in the circumstances.
EA - 1	The General Educational Assistant (EA1) provides general (non-student specific) classroom support to all learners under the direction of the classroom teacher. This role focuses on supporting all students within the learning environment to enhance engagement, inclusion, and independence. This includes supporting student engagement during whole-class, small group, and independent learning activities by reinforcing teacher-directed instructions through clarification, prompting, and encouragement. This is considered a non-exhaustive list of tasks.

Schedule "A" - Wages

Science Lab Assistants

Current Rates			0-8 Years		8+-14 Years		14+•22 Years		22+Years	
Effective Date		**Base** Rate	Service-6% Vacation Pay	Combined **Rate**	Servlce-8% Vacation Pay	Combined **Rate**	Service • 10% Vacation Pay	Combined Rate	Service • 12% Vacation Pay	Combined Rate
1.Jul-26	GWl2.9%	17.42	1.05	18.47	1.39	18.81	1.74	19.16	2.09	19.51
1.Jul-27	GWl2.5%	17.86	1.07	18.93	1.43	19.29	1.79	19.65	2.14	20.00
1.Jul-28	GWl2.5%	18.31	1.10	19.41	1.46	19.77	1.83	20.14	2.20	20.51

Educational Assistants - 1

Effective July 1, 2026 (E.A.-1)

			0-8 Years		8+-14 Years		14+•22 Years		22+ Years	
Step		Base Rate	Service•6% Vacation Pay	Combined Rate	Servlce-8% Vacation Pay	Combined Rate	Service • 10% Vacation Pay	Combined Rate	Service -12% Vacation Pay	Combined Rate
1	GWl2.9%	25.68	1.54	27.22	2.05	27.73	2.57	28.25	3.08	28.76
2	GWl2.9%	28.36	1.70	30.06	2.27	30.63	2.84	31.20	3.40	31.76
3	GWl2.9%	31.03	1.86	32.89	2.48	33.51	3.10	34.13	3.72	34.75

Effective July 1, 2027 (E.A.-1)

			0-8 Years		8+-14 Years		14+•22 Years		22+ Years	
Step		**Base** Rate	Servlce-6% Vacation Pay	Combined Rate	Servlce-8% Vacation Pay	Combined Rate	Service• 10% Vacation Pay	Combined Rate	Service • 12% Vacation Pay	Combined Rate
1	GWl2.5%	26.32	1.58	27.90	2.11	28.43	2.63	28.95	3.16	29.48
2	GWl2.5%	29.07	1.74	30.81	2.33	31.40	2.91	31.98	3.49	32.56
3	GWl2.5%	31.81	1.91	33.72	2.54	34.35	3.18	34.99	3.82	35.63

Effective July 1, 2028 (E.A.-1)

			0-8 Years		8+-14 Years		14+-22 Years		22+ Years	
Step		Base Rate	Service-6% Vacation Pay	Combined Rate	Servlce-8% Vacation Pay	Combined Rate	Service -10% Vacation Pay	Combined Rate	Service • 12% Vacation Pay	Combined Rate
1	GWl2.5%	26.98	1.62	28.60	2.16	29.14	2.70	29.68	3.24	30.22
2	GWl2.5%	29.80	1.79	31.59	2.38	32.18	2.98	32.78	3.58	33.38
3	GWl2.5%	32.61	1.96	34.57	2.61	35.22	3.26	35.87	3.91	36.52

Schedule "A" -Wages

Educational Assistants - 2

Effective July 1, 2026 (E.A.-2)

Step		Base Rate	0-8 Years Service-6% Vacation Pay	0-8 Years Combined Rate	8+-14 Years Service-8% Vacation Pay	8+-14 Years Combined Rate	14+•22 Years Service -10% Vacation Pay	14+•22 Years Combined Rate	22+Years Service • 12% Vacation Pay	22+Years Combined Rate
1	GWI2.9%	28.22	1.69	29.91	2.26	30.48	2.82	31.04	3.39	31.61
2	GWI2.9%	30.82	1.85	32.67	2.47	33.29	3.08	33.90	3.70	34.52
3	GWI2.9%	33.41	2.00	35.41	2.67	36.08	3.34	36.75	4.01	37.42

Effective July 1, 2027 (E.A.-2)

Step		Base Rate	0-8 Years Service-6% Vacation Pay	0-8 Years Combined Rate	8+-14 Years Service-8% Vacation Pay	8+-14 Years Combined Rate	14+-22 Years Service • 10% Vacation Pay	14+-22 Years Combined Rate	22+Years Service• 12% Vacation Pay	22+Years Combined Rate
1	GWI2.5%	28.93	1.74	30.67	2.31	31.24	2.89	31.82	3.47	32.40
2	GWI2.5%	31.59	1.90	33.49	2.53	34.12	3.16	34.75	3.79	35.38
3	GWI2.5%	34.25	2.06	36.31	2.74	**36.99**	3.43	37.68	4.11	38.36

Effective July 1, 2028 (E.A.-2)

Step		Base Rate	0-8 Years Service-6% Vacation Pay	0-8 Years Combined Rate	8+-14 Years Service• 8% Vacation Pay	8+-14 Years Combined Rate	14+-22 Years Service • 10% Vacation Pay	14+-22 Years Combined **Rate**	22+Years Service• 12% Vacation Pay	22+Years Combined Rate
1	GWI2.5%	29.65	1.78	31.43	2.37	32.02	2.97	32.62	3.56	33.21
2	GWI2.5%	32.38	1.94	34.32	2.59	34.97	3.24	35.62	3.89	36.27
3	GWI2.5%	35.11	2.11	37.22	2.81	37.92	3.51	38.62	4.21	39.32

Educational Assistants - 3

Effective July 1, 2026 (E.A.-3)

Step		Base Rate	0-8 Years Service-6% Vacation Pay	0-8 Years Combined Rate	8+-14 Years Service-8% Vacation Pay	8+-14 Years Combined Rate	14+-22 Years Service• 10% Vacation Pay	14+-22 Years Combined Rate	22+ Years Service • 12% Vacation Pay	22+ Years Combined Rate
1	GWI2.9%	32.24	1.93	34.17	2.58	34.82	3.22	35.48	3.87	36.11
2	GWI2.9%	35.19	2.11	37.30	**2.82**	38.01	3.52	38.71	**4.22**	39.41
3	GWI2.9%	38.18	2.29	40.47	3.05	41.23	3.82	42.00	**4.58**	42.76

Effective July 1, 2027 (E.A.-3)

Step		Base Rate	0-8 Years Service-6% Vacation Pay	0-8 Years Combined Rate	8+-14 Years Service-8% Vacation Pay	8+-14 Years Combined Rate	14+•22 Years Service • 10% Vacation Pay	14+•22 Years Combined Rate	22+Years Service • 12% Vacation Pay	22+Years Combined Rate
1	GWI2.5%	33.05	1.98	35.03	2.64	35.69	3.31	36.36	3.97	37.02
2	GWI2.5%	36.07	2.16	38.23	2.89	38.96	3.61	39.68	4.33	40.40
3	GWI2.5%	39.13	2.35	41.48	3.13	42.26	3.91	43.04	4.70	43.83

Effective July 1, 2028 (E.A.-3)

Step		Base Rate	0-8 Years Service-6% Vacation Pay	0-8 Years Combined Rate	8+-14 Years Service-8% Vacation Pay	8+-14 Years Combined Rate	14+•22 Years Service• 10% Vacation Pay	14+•22 Years Combined Rate	22+Years Service • 12% Vacation Pay	22+Years Combined Rate
1	GWI2.5%	33.88	2.03	35.91	2.71	36.59	3.39	37.27	4.07	37.95
2	GWI2.5%	36.97	2.22	39.19	2.96	39.93	3.70	40.67	4.44	41.41
3	GWI2.5%	40.11	2.41	42.52	3.21	43.32	4.01	44.12	4.81	44.92

Schedule "B" - Casual Wages				
		Effective July 1, 2025		
		Base	4% Vacation	Combined
		Effective July 1, 2026		
Classification		Base Rate	4% Vacation Pay	Combined Rate
Science Lab Assistant	GWI2.9%	17.42	0.70	18.12
Educational Assistant - 1	GWI2.9%	25.68	1.03	26.71
Educational Assistant - 2	GWI2.9%	28.22	1.13	29.35
Educational Assistant - 3	GWI2.9%	32.24	1.29	33.53

		Effective July 1, 2027		
Classification		Base Rate	4% Vacation Pay	Combined Rate
Science Lab Assistant	GWI2.5%	17.86	0.71	18.57
Educational Assistant - 1	GWI2.5%	26.32	1.05	27.37
Educational Assistant - 2	GWI2.5%	28.93	1.16	30.09
Educational Assistant - 3	GWI2.5%	33.05	1.32	34.37

		Effective July 1, 2028		
Classification		Base Rate	4% Vacation Pay	Combined Rate
Science Lab Assistant	GWI2.5%	18.31	0.73	19.04
Educational Assistant - 1	GWI2.5%	26.98	1.08	28.06
Educational Assistant - 2	GWI2.5%	29.65	1.19	30.84
Educational Assistant - 3	GWI2.5%	33.88	1.36	35.24

LETTER OF UNDERSTANDING RE: BUS SUPERVISION

In the 2026 collective bargaining negotiations, the parties discussed the planned increase of Educational Assistant hours from 6.0 hours to 6.5 hours effective September 2026.

The increase in hours will create additional coverage of Educational Assistants and will, in some schools, create an ability to have student supervision immediately before or immediately after the school day. The parties have agreed upon principles that will be applicable to the assignment of bus supervision duties while on school property and bus supervision duties while being transported on a school bus.

At-School Bus Supervision

"At-School Bus Supervision" – means the provision of supervision of students on school property as they arrive at school or depart from school using school bus transportation.

- At-School Bus Supervision may occur immediately before the school's start of day, during the school day, or immediately after the end of the school's day.

- At-School Bus Supervision that occurs during the school day may form part of an Educational Assistant's normally assigned duties falling within their scheduled 6.5 hour day.

- At-School Bus Supervision that occurs immediately before the school's start of day or immediately after the end of the school's day may form part of an Educational Assistant's normally assigned duties falling within their scheduled 6.5 hour day. Classification rate of pay for At-School Bus Supervision to be at EA-2 or EA-1 in accordance with the Educational Assistant's regular classification.

- The Division may continue to have At-School Bus Supervision performed by Teachers or other support staff employees of the Division that are not part of the EAPT bargaining unit.

On-Bus Transportation Supervision

"On-Bus Transportation Supervision" – means the provision of supervision of a student (or students) while being transported on a school bus.

- On-Bus Transportation Supervision may occur in transit to school before the start of the school day, during the school day or in transit from the school at the end of the school day.

LETTER OF UNDERSTANDING RE: BUS SUPERVISION – cont'd

- On-Bus Transportation Supervision that occurs during the school day may form part of an Educational Assistant's normally assigned duties falling within their scheduled 6.5 hour day.

- On-Bus Transportation Supervision that occurs before the start of the school day or after the conclusion of the school day may be staffed with Educational Assistant volunteers for additional hours using the Letter of Administration (Allocation of Opportunities for Regular and Recurring Increased Hours). Volunteers will be assigned for the duration of the school year. If there are insufficient Educational Assistant volunteers, the Division may staff these additional hours accordingly. Staffing using Educational Assistants on a non-voluntary basis for these additional hours will be done in reverse order of seniority.

- Classification rate of pay (EA-1 or EA-2) for On-Bus Transportation Supervision to be dependent on the assignment.

- The Division may continue to have "On-Bus Transportation Supervision" performed by Teachers or other support staff employees of the Division that are not part of the EAPT bargaining unit.

ADDENDUM NO. 1		
Workers' Compensation Board Top Up Methodology (June 22, 2006)		
The parties agree that the procedures and methodology as set out in this Addendum No. 1 shall be adopted and applied for the administering of workers' compensation.		
1	Employee Options	No option offered.
2	Top-Up Calculation	The Top-up shall be calculated as follows: For Full-time Staff – Regular Gross Pay (plus Vacation Pay when paid with each cheque) less 20% and Part-time staff less 15% (estimated for C.P.P., E.I., and Income Tax) = Net Pay * 10% of Net Income as defined by W.C.B. which is the portion not paid by W.C.B. Subject to No. 3 below, the Top Up will be increased by the amount required to maintain the same contribution to the M.S.B.A Pension Plan that was being made prior to the employee commencing W.C.B. leave.
3	Annual Limit on Contributions to the M.S.B.A. Pension Plan	Federal law currently does not permit contributions into a pension plan which exceed 18% of earned income in any calendar year (employee plus employer matching contributions). For employees on longer terms of W.C.B. leave, this means that the Pre-W.C.B. pension contributions may not be able to be maintained for the full period of the W.C.B. leave period. In the Fall of each year or whenever an employee is on W.C.B. leave for 18 weeks (9 pay periods) in any calendar year, the Secretary Treasurer's Department will review the status of the W.C.B. recipient to determine whether or not the 18% ceiling has been breached. If the ceiling is expected to be or has been breached, adjustments to the pension contributions (including recovery, if necessary) shall be made to ensure that the contributions remain within 18% of earned income.
4	Effective Date	As soon as Payroll is notified that an employee is filing a W.C.B. claim including the date of the injury, and it seems clear that the employee will be approved for W.C.B. benefits, the effective date of W.C.B. benefits and Top Up is the day following the day of the injury.
5	Ordinary Advance of W.C.B. Benefits	Due to the time delay between the reporting of the injury to W.C.B., the completion of the approval process and issuing of W.C.B. benefits cheques, the Division will issue an Advance of W.C.B. benefits equal to 1 pay period of estimated benefits. The Advance will be paid on the normal pay date for the applicable pay period. The Division will notify W.C.B. as to the amount of the Advance paid and W.C.B. will issue a cheque to the Division for the amount of the Advance and deduct that amount from benefits sent to the employee.

ADDENDUM NO. 1, cont'd

6	Additional Advance of W.C.B. Benefits ONLY when injury occurs in First Week of Pay Period	As injuries can occur during any part of any pay period the Regular Gross Pay for the pay period will be adjusted and an Additional Advance paid (in addition to the Ordinary Advance) to cover the period between the date of the injury and the end of the pay period. This can only be done if there is time to adjust the payroll reflecting a portion as Regular Wages and a portion as Advance of W.C.B. Benefits. In this case, the Division will notify W.C.B. as to the amount of the Additional Advance paid and W.C.B. will issue a cheque to the Division for the amount of the Additional Advance and deduct that amount from benefits sent to the employee.
7	Additional Advance of W.C.B. Benefits ONLY when injury occurs in Second Week of Pay Period	In some cases, the injury may occur during a pay period at a time when the Regular Gross Pay for that period cannot be adjusted as provided in No. 5. In this case, the full Regular Gross Pay will have been paid. The total Regular Gross Pay paid for the days when the employee was actually injured during that pay period shall be considered as Additional Advance of W.C.B. benefits and treated the same way as provided in No.5 with corrections for C.P.P., E.I. and Income Tax in a subsequent period. (Gross Pay is reversed and Advance entered in next pay period).
8	W.C.B. Benefits Payments	Except for the Division receiving reimbursement from the W.C.B. for the Advance and Additional Advance paid, all W.C.B. benefit cheques would be sent directly from W.C.B. to the employee.
9	Division Payments	Except for the Advance and Additional Advance the only payments from the Division to an employee in receipt of W.C.B. benefits payments will be the Top up payment.
10	Sick Leave Deduction	The amount of sick leave to be deducted from the employee for any pay period is the dollar amount of the Top up payment divided by the employee's hourly rate of pay and sick leave converted to and deducted in hours.

DATED at Winnipeg, Manitoba this 12 day of November A.D. 2026

SIGNED AND AGREED ON BEHALF OF THE PEMBINA TRAILS SCHOOL DIVISION

Original signed by T. Johnson
Chair of the Board

Original signed by S. Carleton
Secretary-Treasurer

SIGNED AND AGREED ON BEHALF OF THE EDUCATIONAL ASSISTANTS OF PEMBINA TRAILS

Original signed by R. Ballam
President

Original signed by J. Gyde
Secretary-Treasurer