

**ST. JAMES-ASSINIBOIA SCHOOL DIVISION**

**– and –**

**THE MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES**

**from:**

**July 1, 2023**

**to**

**June 30, 2026**

***COLLECTIVE AGREEMENT***

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THIS AGREEMENT made and entered into as of this 21<sup>st</sup> day of August, 2024

BETWEEN:

ST. JAMES-ASSINIBOIA SCHOOL DIVISION  
(hereinafter referred to as the "Employer")

- and -

MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES  
(hereinafter referred to as the "Association")

PREAMBLE:

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settle conditions of employment between the Employer and the Association, and to promote cooperation and understanding between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operations, and to promote the morale, well-being and employment security of all employees in the bargaining unit hereafter described;

AND WHEREAS the Employer and the Association have agreed to enter into a collective agreement containing the following terms and conditions;

NOW THEREFORE the Employer and the Association agree as follows:



## ARTICLE 1 - DEFINITIONS

"Classification" shall mean a grouping of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for and the same skill or grade of pay could be reasonably applied to, all positions in the group. The classifications shall be as set forth in the Salary Schedule attached hereto.

"Classification Group" shall mean a grouping of classifications which require similar general abilities and skills. The Classification Groups shall be as follows and the list of classifications within the Classification Groups shall be as set forth in the Salary Schedule attached hereto:

- (a) Clerical Support
- (b) Library Technician
- (c) Educational Support
- (d) Behaviour Intervention
- (e) Interpreter Tutor
- (f) Program Assistant
- (g) Computerized Note Taker
- (h) Crossing Guard

"Employee" shall mean any person employed by the Employer within the scope of this Agreement.

"Overtime" shall mean work in excess of an employee's normal hours of work as set forth in the Article pertaining to Hours of Work, and authorized by the employee's supervisor.

"Part-Time Employee" shall mean an employee employed in a classification covered by this Agreement who is assigned to work less than the full prescribed hours of work as specified in the Article pertaining to Hours of Work. Except where expressly prohibited by a specific term of this agreement, part-time employees shall be entitled to all benefits hereunder on a pro-rata basis.

"Temporary/Term Employee" means an employee who has been employed by the Division for less than ten (10) consecutive months provided that such employment is in a position that has been designated as a term position.

In the event that the temporary/term employee has been engaged to replace an employee on maternity/parental leave, the term shall be for a period of up to eighteen (18) months.

The Division will, at the time of hire, provide a temporary/term employee and the Association with an employment letter specifying the start and end date of the term position, and where applicable that the position is a maternity/parental leave term



replacement. At the completion of the term position, the employment of the temporary/term employee will cease.

Such temporary/term employee may be employed for a period exceeding the agreed to period of time where mutually agreed between the parties.

A temporary/term employee who has been employed by the Division for ten (10) consecutive months shall become a permanent employee and their seniority date shall be as of the date that the temporary/term employment began.

A temporary/term employee who has been employed by the Division for maternity/parental leave shall become a permanent employee upon the successful application to a vacant position. The position's start date must be during or consecutive to the term of the maternity/parental leave term position and their seniority date shall be as of the date that the temporary/term employment began.

Consecutive months of employment shall not be considered to be broken by reason of Christmas, Spring or Summer break, or by any period not worked during the months of September or October in any year.

A temporary/term employee shall have no seniority rights but will have all other rights and privileges under this Agreement.

Subject to the provisions of the Article pertaining to Probationary Employees, where a temporary/term employee is hired into a permanent position without a break in service, their seniority date and anniversary date shall be retroactive to the first day of continuous service as a temporary/term employee.

"Substitute/Casual Employee" means a person who is engaged on an irregular or unscheduled basis and who is not covered under the provisions of this Agreement. If and when a substitute/casual employee is continuously employed in the same position for more than twenty (20) working days, then that employee will be designated as a temporary employee and will be covered by the provisions of this Agreement.

Further, where the Division uses a substitute/casual employee in a specific position on two or more occasions totalling forty (40) working days in any school year, then that employee will be designated as a temporary employee and will be covered by the provisions of this Agreement.

"School Year" shall be that designated by the Minister of Education as set out in regulations made pursuant to the Public Schools Act.

**“Interpretation”**

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.

**ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for all clerical employees of the St. James-Assiniboia School Division, as defined in Manitoba Labour Board Certificate No. MLB-3208, including, without limiting the generality of the foregoing, all Classifications falling within the following Classification Groups as set forth in the Salary Schedule attached to this Agreement: Clerical Support, Library Technician, Educational Support, Behaviour Intervention, Interpreter Tutor, Program Assistant, Computerized Note Taker and Crossing Guard.
- 2.02 No employee shall be required to make a separate written or verbal agreement with the Employer which may conflict with the terms of this Agreement and the Employer shall submit any and all proposals for any revision of this Agreement in writing to the Association only.
- 2.03 No employee shall be subject to intimidation by the Division or any of its administrators for reason of the employee consulting with the Association on any matter or requesting to have an Association Representative attend a meeting pursuant to Article 26.01.

**ARTICLE 3 - ASSOCIATION SECURITY**

**3.01 Membership Condition of Employment**

All employees covered by this Agreement who are members of the Association on the signing of this Agreement shall as a condition of their employment maintain such membership in the Association for the duration of this Agreement.

**3.02 New Employees to Receive Membership Application**

All new employees shall receive an application for membership in the Association. Such membership forms shall be given to the employee on or before their first day of employment by the Employer.

**3.03 Membership Application to be Forwarded to Association**

Upon signing of the Application for membership above, the Employer shall forward the Application to the Association.

### 3.04 Membership Required to Retain Employment

Any employee who is required as a condition of continued employment to be a member of the Association under this Article shall not be retained in the employ of the Employer after written notice has been received from the Association that such employee is not in good standing with the Association, subject to the limitations imposed by law.

### 3.05 Dues and Initiation Fees Deduction

The Employer shall deduct from the wages of each employee covered by this Agreement the monthly dues and initiation fees established in accordance with the Association's constitution and by-laws.

### 3.06 Deducted Dues and Initiation Fees to be Forwarded to Association

The Association shall advise the Employer of the amount of the dues and initiation fees to be deducted and all amounts so deducted shall be forwarded by the Employer to the Association not later than the 15th day of the month following the date upon which the deductions have been made, together with a list of the names, addresses, classifications, work locations and amounts deducted from these employees from whom deductions have been made.

### 3.07 Notice of Change in Dues and Initiation Fees

The Association shall notify the Employer in writing of any changes in the amount of the dues and initiation fees at least one month in advance of the end of the pay period in which the deduction is to be made. The amount of the dues and initiation fees will be certified to the Employer over the signature of a responsible officer of the Association.

### 3.08 Indemnity

The Association shall indemnify and save the Employer harmless from any and all claims, demands and proceedings that may arise from any deductions or any related action or actions other than claims by the Association.

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#### ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Association acknowledges the exclusive function of the Employer or its delegates to manage and operate the schools under its jurisdiction and particularly to:

- (i) Maintain order, discipline and efficiency;
- (ii) Hire, discharge, transfer, promote, demote, or discipline employees provided a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without reasonable cause may be subject of a grievance and dealt with as herein provided;
- (iii) The specific terms of this Agreement shall be the source of any rights that may be asserted by the Association against the School Division.
- (iv) In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

#### ARTICLE 5 - NO DISCRIMINATION

5.01 There shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any employee by reason of the protected characteristics as stated in *The Human Rights Code* (Manitoba).

#### ARTICLE 6 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

##### 6.01 Right to Examine Personnel File

Upon request to the Manager, Human Resources or their designate, an employee shall have the right to examine, alone or with an Association representative of their choice, who is so named in the request, the personnel file kept by the Employer for that employee. The Employer shall have the right to have its representative present when the employee is examining the personnel file. The employee shall have the right to receive an exact copy (digital or paper) of any document in their personnel file.

##### 6.02 Opportunity to Sign Form

When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee shall have the right to place their own comments on the form prior to their signing.

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Immediately upon the employee signing the assessment form, the employee shall be handed an exact copy of their assessment form.

6.03 Grievance for Removal of Documents

Subject to the time limits as defined by the Article pertaining to the Grievance Procedure, an employee shall have the right to grieve for the removal or amendment of any disciplinary documentation in their personnel file.

6.04 Master Personnel File

There shall be only one master personnel file for each employee and it will be located at the Board Office.

ARTICLE 7 - HOURS OF WORK

7.01 Subject to the mutual consent to vary hours of work as defined below, the normal hours of work for full-time employees, other than Educational Assistants, Program Assistants, Computerized Notetakers and Interpreter Tutors shall be thirty-five (35) hours per week, worked seven (7) hours per day Monday to Friday inclusive. The normal work day for such employees shall be between 7:30 a.m. and 6:00 p.m. Notwithstanding the foregoing timeframe, Behaviour Intervention Assistants may be required to work outside of these hours in order to attend meetings or fulfil other job functions that could not reasonably be fulfilled during the foregoing hours of work.

7.02 Educational Assistants, Program Assistants, Computerized Notetakers, Interpreter Tutors

Subject to the mutual consent to vary hours of work as defined below, the normal daily hours of work for Educational Assistants, Program Assistants, Computerized Notetakers and Interpreter Tutors shall be worked Monday to Friday inclusive.

Educational Assistants A, Computerized Notetakers and Program Assistants shall be 340 minutes per day.

Educational Assistants B, C and D shall be 370 minutes per day.

7.03 May be Varied by Mutual Consent

The daily and/or weekly hours as described above, may be varied by the mutual written consent of the parties hereto.

#### 7.04 Work Years

Unless otherwise specified, employees shall work the full calendar year. The following employees shall normally be required to work less than the full calendar year, as follows:

a) All school-year secretarial staff shall, if hired prior to August 1, 1996, normally work two hundred and eight (208) days per school year. Such employees who are hired after August 1, 1996 shall normally work two hundred and five (205) days of the two hundred and eight (208) days per school year and will, with the approval of their principal or supervisor, select the three (3) in-service or administration days on which they are not required to work.

b) Library Technicians who were hired prior to November 25, 1993 shall normally work 208 days per school year;

Library Technicians who were hired on or after November 25, 1993 shall normally work 200 days per school year;

Library Technicians will, with the approval of their principal, select those in-service or administration days on which they are not required to work. Library Technicians may arrange with their principal to select days immediately prior to the school year. The number of such days will be determined as the difference between the number of days in the school year, as designated by The Minister of Education, and the number of workdays as stipulated in this clause.

c) Educational Assistants, Program Assistants, Computerized Notetakers and Interpreter Tutors and shall work 190 days per school year.

Educational Assistants will, with the approval of their principal, select those in-service or administration days on which they are not required to work. The number of such days will be determined as the difference between the number of days in the school year, as designated by The Minister of Education, and the number of workdays as stipulated in this clause.

Where the number of workdays stipulated in this clause exceeds the number of days in the school year as designated by The Minister of Education, the Educational Assistant will work the additional days as directed by their principal.

d) Behaviour Intervention Assistants shall work 190 days per school year.

#### 7.05 Consecutive Working Days Beyond School Year

For employees referred to above, the additional days beyond the School Year shall be consecutive working days immediately following the termination of the School Year or immediately preceding the opening of the School Year, unless the employee otherwise agrees in writing.

#### 7.06 Work in Excess of Work Year

Any work in excess of the work year (as defined above) shall be voluntary. Any employee who chooses or who agrees to work in excess of the work year, shall be paid at straight time at the employee's regular rate or with the principal's approval and employee's consent, banked at the employee's regular rate for time off later within the school year at a mutually agreed time. The voluntary work will only be offered to employees in classifications for which the work would normally be assigned during the work year and if more employees volunteer than are required, the most senior qualified employee(s) will be assigned the work.

#### 7.07 Rest Period

- (a) Each employee, during a normal day's work, shall be entitled to one paid rest period of fifteen (15) minutes during each half of a normal work day. Rest periods shall not normally be combined with the unpaid lunch or scheduled at the beginning or end of the employee's workday, unless otherwise agreed between the Division and the Association and the employee concerned.
- (b) Each employee that works five (5) or more hours in a day shall be allowed an unpaid lunch break of not less than thirty (30) minutes and not more than sixty (60) minutes. Unless otherwise agreed between the Division, the Association and the employee concerned, such break shall normally be taken no earlier than two (2) hours following the start of the employee's shift and no later than one (1) hour prior to the end of the employee's shift.
- (c) It is recognized by the parties that there may be times where an employee may not be able to take their scheduled unpaid lunch period and/or paid break while attending field trips, work experience, school outings or in emergent situations when they are unable to leave their assigned student(s). In circumstances where a change to the employee's normal work and break schedule is required, the Division will provide not less than forty-eight (48) hours of notice of the change in the employee's scheduled hours of work. If forty-eight (48) hours of notice is not possible to provide to the employee in the circumstances, the Division will provide as much notice as is practicable in the circumstances.

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Where such occurs and the employee's lunch period and/or paid break cannot be rescheduled within the same day, the employee will be entitled to receive time off at a later date. Such time off shall be at no loss of pay and shall be equivalent to the employee's normally scheduled lunch period and/or paid break, as applicable, to be taken at a time as may be mutually agreed between the employee and the employee's principal. Such time taken shall be at no additional cost to the Division.

#### 7.08 Overnight Trips

An employee who agrees to take part in overnight trips will be deemed to have worked fourteen (14) hours out of each twenty-four (24) hour day, and all such hours worked in excess of the employee's normal hours per day shall be paid at the applicable overtime rate. Any such employee shall assume no legal responsibilities or liabilities as an employee for the period of time for which the employee does not receive remuneration. In the absence of a specific agreement to the contrary, such period of time shall be deemed to run from 10:00 p.m. to 8:00 a.m.

#### 7.09 Banked Time

All full-time employees shall be eligible to bank a maximum of sixty (60) minutes per day to a maximum of three (3) days banked time subject to prior approval of their Administrator or Manager (or designate). Banked time under this provision is at the request of the employee and will not attract overtime rates for accumulation of banked hours.

Such time may be banked during the sixty (60) minutes for pre-approved work performed immediately preceding or following the employee's normal daily start or quitting time or by the employee reducing their daily lunch period.

Such banked time may be taken by the employee at a time mutually convenient to the Division and the employee, and failing agreement, the employee shall be paid for their banked time at the employee's then regular rate of pay. Upon an employee ceasing to be an employee, or upon lay-off, the employee shall be paid for all of their banked time at the employee's then current hourly rate of pay.

### ARTICLE 8 - OVERTIME

#### 8.01 Calculation of Overtime

All overtime shall be paid at the rate of one and one-half times (1.5X) the employee's rate of pay for the first four (4) hours per day and two times (2X) the employee's rate of pay for all hours worked thereafter, except where an employee is assigned to work overtime on the employee's regular day of rest or on a paid holiday in which case they shall be paid at the rate of two times (2X) their rate of pay for all hours worked.



When overtime hours are to be paid rather than banked pursuant to 8.02, prior approval of the Secretary-Treasurer or designate must be obtained.

Notwithstanding the foregoing, no overtime premium will be paid where the additional hours that are worked, are worked as part of a secondary posted assignment that is over and above the employee's regularly scheduled hours of work, provided however that the total time worked by such employee does not exceed ten (10) hours in any one day or forty (40) hours in any one week.

#### 8.02 Banking of Overtime

If an employee is required to work overtime, the employee may, upon prior approval from the Administrator or Manager, elect to receive time off in lieu of payment to a maximum accumulation of five (5) working days. Such time off shall be equivalent in hours to the pay for such overtime that would have been calculated above. Such banked time shall be taken by the employee at a time mutually convenient to the Division and the employee, and failing agreement, the employee shall be paid for the banked overtime.

### ARTICLE 9 - WAGES AND PAY PRACTICES

#### 9.01 Minimum and Maximum Wages

During the term of this Agreement, wages shall be paid in accordance with the wage rates set forth in the Salary Schedule appended hereto.

#### 9.02 Pay Periods

There shall be a bi-weekly system of pay as follows:

- a) Employees who work the full calendar year - shall be paid bi-weekly.
- b) Employees who work less than the full calendar year:
  - i. Educational Assistants/Program Assistants/Computerized Notetakers/Interpreter Tutors/Behaviour Intervention Assistants – shall be paid their salary bi-weekly over 22 pay periods during the school year. Employees will be advised of the dates of their first and last pay day at the beginning of each school year.
  - ii. Other Employees – shall be paid their salary bi-weekly over 26 pay periods for the full calendar year. Approximately every 10 years, there will be a 27<sup>th</sup> pay period within a July 1 to June 30 period. The parties agree that there will be no pay during that

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additional pay period, which will occur in July or August of that July 1 to June 30 year.

Note: The bi-weekly salary is determined by the annual salary for the school year divided by the number of applicable pay periods cited in the foregoing.

Note: Annual Salary = (Hourly Rate X Hours Worked/Day) X (Days Worked/Year + 9 Holidays + Remembrance Day and Orange Shirt Day (National Day for Truth and Reconciliation) if applicable)

Note: Employees with 16 or more years of service will receive one additional day for the Civic Holiday.

- c) An employee who works less than the specified year by reason of being newly hired, changing from part-time to full-time status (or vice versa), absent on an unpaid leave of absence, laid off or other such reason, shall receive bi-weekly pay that is determined on the basis of the number of work days and pay periods remaining in the current work year. Such employee shall be provided with a copy of a work sheet setting forth the calculations for their bi-weekly pay at or prior to their first pay date.

#### 9.03 Employee Substitutions

If an employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, the pay for such substitute shall not be changed.

#### 9.04 Placement in Higher or Lower Paid Classifications

Where an employee is promoted from one classification to another, the employee will be placed at the step which is the lowest step of the scale that provides at least a \$1.00 increase over the employee's previous rate of pay. The employee will have their anniversary date changed to coincide with the effective date of their promotion.

Correspondingly, where an employee is placed in a position with a lower pay, they shall be placed at the same increment step as they had previously occupied in the higher pay band.

#### 9.05 Higher Rate of Pay

Where an employee in one classification is required to perform the duties and responsibilities of a higher classification for a period in excess of two (2) consecutive

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working days, the employee shall be paid for all such hours at the rate of pay for the position in which the employee is temporarily relieving.

#### 9.06 Increments

Full and part-time employees shall move to the next increment step on the salary scale on the first day of the pay period following the employee's anniversary date, with the calculation being retroactive to the employee's anniversary date.

#### 9.07 Service as a Temporary/Term Employee

A temporary/term employee who becomes a permanent employee by reason of:

- (a) Being hired into a permanent position without a break in service, or
- (b) Having been employed by the Division in excess of the ten (10) consecutive months (this provision shall not apply to a temporary/term employee occupying a maternity/parental leave position),

and as set forth in The Definitions, shall have their anniversary date established for increment purposes as of the date that their temporary/term employment began, and will move from increment level 0 to increment level 1 upon the anniversary of their hire as a temporary/term employee.

### ARTICLE 10 - PAID HOLIDAYS

10.01 The following shall be recognized as holidays with pay:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Orange Shirt Day (National Day for Truth and Reconciliation)	
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
July 1	Boxing Day

plus, any other days proclaimed by the Government of Canada, the Province of Manitoba the City of Winnipeg, or the St. James-Assiniboia School Division Board that are listed as holidays in the *School Days, Hours and Vacation Regulation* under *The Public Schools Act*.

#### 10.02 Remembrance Day

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Remembrance Day shall be a paid holiday except where it falls on a Saturday or Sunday.

#### 10.03 Overtime Pay if Holiday is Worked

An employee who is required to work on a paid holiday shall be paid at overtime rates for all hours worked, in addition to the pay for the holiday.

#### 10.04 Where Holiday Falls on Saturday or Sunday

Where a paid holiday falls on a Saturday or Sunday, the holiday will be observed either on the day immediately preceding or following the said holiday.

#### 10.05 Holiday Pay When Injured, Ill or on Leave

Employees who are absent by reason of accident, sickness or approved leave of absence with pay shall receive holiday pay.

### ARTICLE 11 - ANNUAL VACATIONS

#### 11.01 Vacation Entitlement

A vacation year shall be defined as the time period from July 1 to June 30 of any calendar year. Every employee shall receive an annual vacation entitlement calculated according to the number of years of service on July 1 of each year as follows:

- a) All full-time and part-time employees who work twelve (12) months per year will be entitled to vacation with pay on the following basis:
  - (i) Every employee shall receive an annual vacation entitlement calculated as to their actual number of years of service during the year;
  - ii) Vacation earned in any year shall be taken during the following vacation year;

Note: Any increase in the rate of vacation entitlement shall occur on the employee's anniversary date which may result in a pro-rata entitlement for the following vacation year.

- (iii) an employee with less than one year of service shall receive vacation with pay calculated on the basis of one vacation day for each 25 pay entitlement days or major portion thereof, in the preceding vacation year;



- (iv) an employee with more than one year of service but less than two years' service from date of last hire, shall receive ten (10) vacation days with pay;
  - (v) an employee with more than two years of service but less than five years' service from date of last hire shall receive fifteen (15) days with pay;
  - (vi) an employee with more than five years of service from date of last hire shall receive twenty (20) vacation days with pay;
  - (vii) an employee with more than fifteen years of service from date of last hire shall receive twenty-five (25) vacation days with pay;
  - (viii) an employee with more than twenty-two years of service from the last date of hire shall receive thirty (30) vacation days with pay.
- b) All other employees whose positions require that they work less than twelve (12) months per year will receive vacation pay in an amount equivalent to the following percentages of the employee's gross earnings on the following basis:
- (i) an employee with less than one year of service shall receive vacation with pay calculated at four percent (4%);
  - (ii) four percent (4%) after one (1) year of service with the Division but less than two (2) years service from the date of last hire;
  - (iii) six percent (6%) after two (2) years of service but less than five (5) years of service with the Division from the date of last hire;
  - (iv) eight percent (8%) after five (5) years of service with the Division from the date of last hire;
  - (v) ten percent (10%) after fifteen (15) years of service with the Division from the date of last hire;
  - (vi) twelve percent (12%) after twenty-two (22) years of service with the Division from the last date of hire.

Note: Any increase in the rate of vacation entitlement shall occur on the employee's anniversary date.



#### 11.02 Paid Holidays During Vacation

If a paid holiday falls or is observed during the vacation period, an employee will be granted an additional day's vacation with pay for each holiday in addition to the regular vacation time.

#### 11.03 Vacation Schedules

Vacation schedules shall be approved by the Superintendent or designate.

Vacations will be scheduled in the months of July and August with preference of dates given according to seniority of service.

Requests should be submitted by March 31 and the vacation schedule will be posted by April 30.

Under special circumstances an employee may be given holidays at other times upon written request to the Superintendent.

#### 11.04 Vacation Advances

Vacation leave may not be taken in advance of when it is earned; however, in special circumstances it may be granted by the Superintendent.

#### 11.05 Vacation Carry Over

Employees should use their allotted holiday time during the vacation year following its accrual. Employees may request to carry over up to five (5) days of vacation to the following vacation year. Under special circumstances, permission to carry over additional vacation credits from one year to the next may be granted with approval from the Superintendent.

#### 11.06 Credits Not Accumulated During Unpaid Leave of Absence

Where an employee is absent on leave without pay for a period longer than one week, vacation leave credits will not accumulate for the period of the leave.



## ARTICLE 12 - SICK LEAVE PROVISIONS

### 12.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers' Compensation Act. Sick leave includes the period of time required to attend an appointment with a medical specialist in relation to a medical issue.

### 12.02 Amount of Sick Leave

Sick leave shall be granted to employees on the basis of two (2) days per month to a maximum of twenty-four (24) days each year for employees that work the full calendar year, and to a maximum of twenty (20) days each year for employees that work less than the full calendar year to a maximum of one-hundred and twenty-four (124) days.

### 12.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all days absent for sick leave as defined above or taken as Family Leave.

### 12.04 a) Proof of Illness

The Division reserves the right to require an employee to produce a certificate from a duly qualified practitioner for any illness certifying:

- (i) the employee is unable to carry out their duties due to illness;
- (ii) the dates on which the employee was unable to attend work and the nature of their illness;
- (iii) on return to employment that the employee is able to return to their regular duties.

### b) Sick Leave Abuse

Suspected incidents of sick leave abuse will be investigated. Confirmed incidents of sick leave abuse may result in disciplinary action being taken against the employee.



#### 12.05 Extension of Sick Leave

In special cases of illness of employees having over three (3) years of service, a special request for extra sick leave may be submitted to the Employer, if accompanied by a physician's letter or certificate giving full detail of the reason for the request. The amount of such leave granted shall be at the sole discretion of the Employer.

#### 12.06 Sick Leave Without Pay

Sick leave without pay may be granted at the sole discretion of the Employer to an employee who does not qualify for sick leave pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.

#### 12.07 Notification to Supervisor

Every employee shall notify the Division using the ATRIEVE System as soon as practical if they are unable to report due to illness.

#### 12.08 Record of Unused Sick Leave

A record of all unused sick leave will be maintained by the Division. This information will appear on the employee's paystub.

#### 12.09 Family Leave

Employees shall be entitled to use up to five (5) days of accumulated sick leave per year for medical issues that require the employee's attention and that pertain to their spouse, children, parent or parent-in-law, or other individual over which they have legal guardianship, or to attend with such a family member to an appointment with a specialist medical doctor where such appointment cannot be scheduled outside of working hours. Such leave is non-cumulative from one school year to the next year. Such entitlement shall be limited on any given day to one family member employed by the Division. Documentation to support this leave may be required.

#### 12.10 Sick Leave Not Payable

- (a) Sick Leave is not payable to an employee who is engaged in other employment for wage or profit during any period the employee is claiming sick leave benefits from the Division.

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- (b) Sick leave shall not be paid by the Division for any period of time when an employee is receiving income replacement benefits from Manitoba Public Insurance.
- (c) Sick leave shall not be paid by the Division for any period of time when an employee is receiving Workers' Compensation benefits other than as provided in Article 19.02 for the Workers' Compensation Supplement.

## ARTICLE 13 - BEREAVEMENT LEAVE

### 13.01 Five (5) Days for Immediate Family

Bereavement leave of up to five (5) working days with pay shall be granted upon application, in the event of death of a spouse, child, parent, brother, sister, mother-in-law, father-in-law, step-parent, step-child, grandmother, grandfather, grandchild, or a relative or person permanently residing in the employee's household.

### 13.02 One (1) Day for Brother-in-Law or Sister-in-Law

In the event of death of a brother-in-law or sister-in-law, one (1) working day with pay shall be granted upon application.

### 13.03 One (1) Day for Aunt or Uncle, Niece or Nephew

In the case of a death of an aunt or uncle, niece or nephew, the employee shall be allowed one (1) working day with pay upon application.

### 13.04 One (1) Day for Other Funerals

An employee will be granted one (1) working day with pay to act as a pallbearer or to deliver a eulogy.

An employee will also be granted one (1) working day with pay per year to attend other funerals for bereavement not specifically addressed in Articles 13.01, 13.02 or 13.03 or as an additional day to be allocated toward bereavement entitlement in one of those Articles. Documentation to support this leave may be required.

### 13.05 Additional Day for Travel

Where the burial or memorial service occurs a distance of greater than 500km from the perimeter of the City of Winnipeg, an additional one (1) working day with pay of travel time shall be granted to the employee to attend. Documentation to support this leave may be required.

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## ARTICLE 14 - COMPASSIONATE CARE LEAVE

### 14.01 Unpaid Compassionate Care Leave

An employee who has been employed by the Employer for thirty (30) or more days will be eligible to apply for unpaid compassionate leave of up to twenty-eight (28) weeks to provide care or support to a critically ill family member who has a significant risk of death with the next twenty-six (26) weeks.

Entitlement to such leave will be subject to the provisions of section 59.2 of the *Employment Standards Code* (Manitoba). Employees granted leave may also be eligible for Employment Insurance benefits for all or part of the leave pursuant to the *Employment Insurance Act* (Canada).

Where possible, the employee shall provide the Employer with at least one pay periods' notice of the request for the leave and provide their employer with a doctor's certificate as soon as possible.

## ARTICLE 15 - PARENTING LEAVES

### 15.01 Maternity Leave

- (a) Every employee who has been employed at least seven (7) consecutive months shall be entitled to a maternity leave of up to seventeen (17) weeks.
- (b) The employee shall submit a request for such leave, in writing, at least four (4) weeks in advance of the day on which the employee intends to commence such leave.
- (c) Upon request, an employee shall provide a certificate from a medical practitioner certifying the employee is pregnant and specifying the estimated date of delivery.
- (d) Should an employee wish to end their leave early, they shall provide one pay period of notice.

### 15.02 Parental Leave



- (a) An employee who adopts a child under the laws of the province or becomes the natural parent of a child is entitled to parental leave to a maximum of sixty-three (63) consecutive weeks if:
  - i. the employee has been employed by the Employer for at least seven (7) consecutive months; and
  - ii. the employee gives written notice to the Employer at least four (4) weeks before the day specified in the notice as the day on which the employee intends to begin the leave.
- (b) An employee who gives less notice than is required above is entitled to sixty-three (63) weeks of parental leave less the number of days by the amount of notice not given.
- (c) Parental leave can begin up to 18 months after the birth or adoption of a child.
- (d) An employee who takes maternity leave and parental leave shall take them in one (1) continuous period, unless the employee and the Employer otherwise agree.
- (e) Should an employee wish to end their leave early, they shall provide one (1) pay period notice.

#### 15.03 Reinstatement of Employee After Leave

Upon return from maternity leave or parental leave, the Employer shall reinstate the employee to a position in the same classification and at the same work location where the employee was employed when the leave began, or if such position no longer exists, to a comparable position with no less than the wages and any other benefits earned by the employee immediately before the leave began.

If an employee is granted a personal leave immediately following their maternity/parental leave, and their former position at the same work location is no longer available upon return from that leave, the employee will be placed into a comparable position with no less than the wages and any other benefits by the employee immediately before the leave began.

#### 15.04 Supplemental Unemployment Benefits Program - Maternity and Parental Leave

- (a) Supplemental Unemployment Benefits (SUB) apply to permanent employees only.
- (b) The qualifying period, as per the Employment Standards Code, must be served in order to qualify for any maternity (SUB) payment. For

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greater certainty, should an employee fail to serve the full qualifying period prior to the start of the maternity leave, then that employee shall be eligible to receive maternity leave benefits only for that portion of the seventeen (17) weeks referenced in (c) below which occurs after the completion of the qualifying period.

- (c) An employee taking maternity leave pursuant to the above shall be entitled to receive pay for the period of leave up to the first seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Service Canada to a Supplemental Unemployment Benefits Plan (SUBP).

The Division requires, from each of the employees on maternity leave, a copy of the letter from Service Canada that confirms their approval with effective dates for maternity benefits in order to accurately calculate entitlement. Should payments to employees be required prior to receipt of the statement, an estimate of the correct entitlement will be made with an adjustment made following the receipt of the statement.

- (d) In respect of the period of maternity leave, payments made according to the SUB plan will consist of the following:
  - i. For the first two (2) weeks, payment equivalent to ninety (90%) of their annual salary at the time of leave, and
  - ii. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance Benefit the employee is eligible to receive and ninety percent (90%) of their annual salary at the time of leave.
  - iii. Employees receiving paid sick leave following the birth of the child shall have the week(s) of sick leave subtracted from the 17 weeks of SUB the employee is entitled to.
- (e) An employee taking parental leave shall receive pay for the period of leave up to ten (10) weeks of payment equivalent to the difference between the Employment Insurance benefits received from Service Canada and 90% of the employee's salary. The ten weeks include any waiting period required for Employment Insurance benefits.
- (f) Where any portion of the Maternity or Parental leave referenced in (d) and (e) above falls during any period when the employee is not earning a salary, (i.e. summer, Christmas break, Spring break), that portion of the Maternity or Parental leave does not qualify the

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employee to receive Maternity leave SUBs pursuant to (d) or Parental leave SUBs pursuant to (e) above.

- (g) Employees entitled to the Maternity or Parental leave SUB benefit must be employed by the Division to receive the benefits and must return to work and remain in the employ of the Division for a period of six (6) months following their return to work, or the employee will repay the Supplemental Unemployment Benefits received from the Division.

#### ARTICLE 16 - PARENTAL RESPONSIBILITIES

16.01 Upon request by an employee, the Division shall grant one (1) day paid leave per year to attend the birth or adoption of a child.

The Division shall also grant one-half (1/2) day to accompany a child to a court appearance. Total leave is limited to one-half (1/2) day in each school year and is not cumulative.

#### ARTICLE 17 - PENSION PLAN

17.01 The Employer shall make available a pension plan and each employee after the completion of six (6) months employment shall participate in that plan.

#### ARTICLE 18 - SALARY CONTINUANCE

##### 18.01 Long Term Disability

All eligible regular employees shall participate in the Long Term Disability Plan, in accordance with the terms and conditions of the Plan, with the premium paid by the employee.

#### ARTICLE 19 - OTHER BENEFITS

##### 19.01 Suitable Space

Where possible, suitable space shall be provided for in all schools for employees of the Employer, to have their meals and keep their clothes.

##### 19.02 Workers' Compensation Supplement

An employee in receipt of Workers' Compensation shall, if the employee so elects, be paid an amount which combined with the compensation allowance will equal their regular salary less the usual deductions. Such additional amounts may be charged against the employee's accumulated sick leave credits.

### 19.03 Group Life Insurance

Effective July 1, 2002, all eligible employees shall participate in the Group Life Insurance Plan in accordance with the terms and conditions of the Master Policy of said Plan.

### 19.04 Employee and Family Assistance Plan

The Division shall, at its own expense, make available an Employee and Family Assistance Plan to all Employees and their families.

## ARTICLE 20 - TRAVELLING AND TRANSPORTATION

20.01 All employees required to use their own automobile for Division work shall receive an allowance as set out in the Employer Policy Manual. The foregoing applies to any employee required by the Division to work at two separate work sites, in any one day, in order to maintain their full-time work assignment.

Positions that require employees to use their own vehicles shall have such requirements indicated in the job posting bulletins.

Employees are required to complete the Division Car Mileage Allowance Form.

## ARTICLE 21 - POSTING/NOTIFICATION

### 21.01 Employer Will Notify Association

The Division will post vacant positions and positions being increased from part-time to full-time, covered by the terms of this Agreement and any secretarial positions outside of the bargaining unit, for a minimum of five (5) working days. The Employer will notify the Association in writing and post the vacant position on the Division's website, in order that all members will know about the positions and be able to make written application.

Such notice shall contain the following information: nature of position, qualifications required, knowledge and educational skill required, wage or salary rate or range and closing date for applications. Such qualifications, knowledge and educational skills shall not be established in an arbitrary or discriminatory manner and shall conform to the qualifications, knowledge and educational skills of an existing classification. Positions becoming vacant shall be posted not later than five (5) working days after such vacancy occurs.

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An applicant may elect to return to their former position provided they elect to do so not later than five (5) working days after commencing in the new position provided the former position has not been filled.

The successful applicant will normally be placed into the position for which they have successfully applied within ten (10) working days after acceptance of the position, unless otherwise agreed upon by the Division, the Association and the Employee.

Where the successful applicant is not placed into the position for which they have accepted, within the time period outlined above, and the new position is at a greater rate of pay and/or hours of work per day, the employee will be compensated as if they had commenced in the new position after the ten (10) working day period.

Notwithstanding the foregoing, where a position increases from part-time to full-time during the currency of the school year, the incumbent shall continue to fill the position until the end of the school year, at which time the position shall be posted in accordance with the provisions of this Article; provided that, if the position had previously been decreased from full-time to part-time and the incumbent held the position at the time it was decreased, the position shall not be posted and the incumbent shall be entitled to retain the position if the incumbent so elects.

#### 21.02 Method of Making Appointments

When making staff appointments or changes, the Employer shall base its decision on the ability and qualifications of the applicant. If ability and qualifications are equal, seniority shall prevail. The successful applicant will be placed on trial period for a period of sixty (60) working days. After satisfactory completion of trial period, the promotion or appointment shall become permanent. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position and pay rate, or with the employee's consent in a comparable position and pay rate, without loss of seniority, and any other employee promoted or transferred because of re-arrangement of positions shall also be returned to their former position and rate of pay without loss of seniority.

#### 21.03 Association Objections to Appointments

The Association shall be notified of the name of the successful applicant by the Employer publishing the names of the successful applicants on the Non-Teaching Appointment Bulletin within ten (10) working days of such position(s) being filled. A copy of such Bulletin shall be sent to the Association electronically and posted on the Division's intranet. Any objection by the Association to staff changes shall be construed as a dispute between the parties bound by this Agreement, as provided for under the grievance procedure. These objections shall be in writing within ten (10) working days of the above notice.

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#### 21.04 New Positions and Reclassifications

Where classifications are created or significant revision made, the Employer will advise the Association in advance of the nature of the position and the proposed salary rate. In the event that the Association shall disagree with the rate, the rate shall be negotiated between the Employer and the Association.

#### 21.05 Disabled Employees Preference

Any employee covered by this Agreement and who, through advancing years or temporary disablement, is unable to perform their regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which they are assigned. The employee may be required to provide medical information such as:

- a) any restrictions/limitations that exist
- b) prognosis of the condition
- c) if the employee is on a treatment plan

#### 21.06 Employees Who Are Ill

The position held by an employee who is ill for a prolonged period of time will be open for replacement after one hundred and twenty (120) working days. When the employee returns to work, they will be appointed to a similar position when it becomes available without posting the opening.

#### 21.07 Lateral Moves in a Classification

Employees shall not be allowed more than one (1) lateral move in a classification per school year without the consent of the Employer. Employees with more than one year service with the Division will be entitled to apply for any vacancy at any time for a position that is in a higher Pay Band or that offers a greater number of hours per day in the employee's current classification.

#### 21.08 Transfers

No employee shall be transferred unless five (5) working days' notice is given except where the same is not reasonable due to the Employer's circumstances. An employee who is transferred to another position shall be paid while so employed as follows:

- a) if the rate of pay in the position to which the employee is transferred is higher than the employee's rate of pay, the employee shall receive such higher rate;



- b) if the rate of pay in the position to which the employee is transferred is less than the employee's rate of pay, the employee shall continue to receive their rate of pay for the lesser of either one (1) year or until such time as the rate of pay in the position to which the employee is transferred exceeds their rate of pay. If, after the expiry of one year, the rate of pay in the position to which the employee is transferred is less than their rate of pay, such employee's rate shall be reduced to the rate applicable to such position.

#### 21.09 Temporary or Term Positions

Where an employee applies for and is awarded a temporary or term position, the employee shall, at the end of the term of that position, be entitled to return to their former position and pay rate, or where their former position is not available, a comparable position and pay rate, without loss of seniority, and any other employee promoted or transferred because of rearrangement of positions shall also be returned to their former position and rate of pay without loss of seniority.

#### 21.10 Newly Hired Employees

Newly hired employees, without the consent of the Employer, will not be permitted to apply on any posted vacancy during the first school year of their employment.

### ARTICLE 22 - GENERAL LEAVE OF ABSENCE

#### 22.01 Leave of Absence

The Employer may grant a leave of absence with or without pay for any valid reason.

#### 22.02 Submission of Request

Any request for leave of absence shall be applied for by submitting a request using the ATRIEVE System.

#### 22.03 Jury Duty

An employee who is required to perform jury duty or appear as a crown witness or a witness in their capacity as a Division employee on a day in which they would normally have worked will be reimbursed by the Employer for the difference between the pay received for jury duty or as a crown witness and their regular straight time rate of pay for their regularly scheduled hours of work.

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#### 22.04 Proof of Jury Duty

An employee at the Employer's discretion may be required to furnish proof of jury duty or as a crown witness and pay received therefore. Any employee on jury duty or appearing as a crown witness or a witness in their capacity as a Division employee shall make themselves available for work before or after being required for such duty or appearance whenever practicable.

#### 22.05 Examination Leave

Where an employee is required to be absent from work to write an examination in a job-related course of study, they shall be granted, upon application, one-half (1/2) day leave of absence with pay per school year upon approval of the HR Manager.

#### 22.06 Per Diem Rate

Whenever in this Agreement, deduction of salary during a leave of absence is to be made, the amount of the deduction shall be calculated in accordance with the formula set out below:

Hourly Rate X No. of hours in work day = \$ deduction per day.

#### 22.07 Religious Leave

A full or part time employee shall be given leave of absence up to a maximum of three (3) days 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 Manitoba 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.

Employees shall not absent themselves from duty for reasons of religious holy days without first notifying the Manager of Human Resources or their designate. The following notification period shall apply:

- a) 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 30<sup>th</sup>.
- b) In instances where religious holy leave is required prior to September 30<sup>th</sup> 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's pay will be deducted at the employee's regular hourly rate.
- d) The parties agree that this Article constitutes reasonable accommodation for religious leave.

## 22.08 Personal Leave

With reasonable 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 personal leave per school year without loss of pay. Such leave is not cumulative. Effective July 1, 2024, an employee shall be granted two (2) days of personal leave per school year without loss of pay.

Personal leave cannot be used to extend spring, summer or winter breaks.

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 than ten (10) bargaining unit employees in a school. In the event the number of leave requests exceeds this amount, leaves shall be granted in order of the date received.

## ARTICLE 23 - SENIORITY

### 23.01 Definition

The parties recognize that job opportunities should increase in proportion to length of service. Seniority shall be defined as the length of service since the date of last hire and shall be the cumulative amount of time which the employee has worked for the Employer.

### 23.02 Calculation of Seniority

All seniority shall be stated in equivalent of years of service to two decimal places (i.e.) 6.18 years and 11.23 years pro-rated on the following basis:

A year of service for an employee working in the classification of:

- a) Calendar-year secretarial staff shall be two hundred and sixty (260) days.

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- b) School-year secretarial staff shall be 205 days. For school-year secretarial staff hired prior to August 1, 1996, it shall be 208 days.
- c) Library Technicians shall be 200 days. For Library Technicians hired prior to November 25, 1993, it shall be 208 days.
- d) Educational Assistants, Program Assistants, Computerized Notetakers, Behaviour Intervention Assistants and Interpreter Tutors hired shall be 190 days.

No employee may, except one performing work pursuant to a permit issued by the Manitoba Labour Board, receive credit for more than one year of service during a one year period.

#### 23.03 Maintenance of Seniority List

The Employer shall maintain a seniority list showing the employee's seniority for each Classification Group in which the employee has worked, and their bargaining unit-wide seniority. That up-to-date seniority list shall be sent to the President and Treasurer of the Association and posted in the Board Office and on the Bulletin Board in each school in September of each year.

Effective June 30, 2020, the Division will maintain a separate seniority list showing the classification seniority for each employee that has classification seniority within the Clerical Support and Educational Support Classification Groups. These seniority lists shall be sent to the President and Treasurer of the Association and posted in the Board Office and on the Bulletin Board in each school in September of each year.

#### 23.04 Types of Seniority

There shall be two types of seniority, namely bargaining unit wide seniority and classification seniority. Bargaining unit wide seniority shall mean the length of service in the employ of the Employer. Classification seniority shall mean the length of an employee's continuous service for the Employer in any classification within a Classification Group which the employee is working or has worked. Classification seniority shall govern in cases of promotions, the filling of vacancies, lay-offs and recalls. In all other cases, bargaining unit wide seniority shall govern.

#### 23.05 Seniority List Protest

Each employee shall be permitted a period of fifteen (15) working days after receipt of such seniority list to protest in writing any alleged omission or incorrect listing to the Manager, Human Resources of the Employer, but such protests shall be confined to errors or changes occurring subsequent to the posting of a previous

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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 the alleged omission or incorrect listing within fifteen (15) 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 in accordance with the Grievance Procedure.

The Employer shall provide the employee with a written acknowledgement of receipt of any protest within twenty (20) working days of receipt, and shall provide the employee with its written response to such protest within a further twenty (20) working days. Copies of all such letters shall be concurrently provided by the Employer to the Association.

#### 23.06 Loss of Seniority

An employee shall lose their seniority for any of the following reasons:

- a) if the employee is discharged and is not reinstated;
- b) if the employee resigns;
- c) if the employee, without valid reason, fails to return to work after the termination of any leave that has been granted by the Employer;
- d) if the employee is laid off for a period exceeding twelve consecutive months;
- e) if the employee, without valid reason, is absent without leave for a period in excess of five days.

#### 23.07 Probationary Employees

Newly hired employees shall be considered on probation for a period of one hundred and twenty (120) paid days of employment. This probationary period may be extended for a period not exceeding sixty (60) paid days of employment upon the prior written agreement of the Employer and the Association. During such probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employee may be terminated at any time during this period without recourse to the grievance and arbitration procedure. After completion of the probationary period, seniority shall be effective from the date of employment.

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### 23.08 Seniority to Continue

When an employee is on an authorized leave of absence with pay, or an authorized leave of absence without pay that is ten (10) working days or less in duration, seniority shall continue to accumulate.

### 23.09 Seniority to be Maintained

When an employee is on an authorized leave of absence without pay in excess of ten (10) working days, their seniority shall be maintained but shall not further accumulate during such leave.

Notwithstanding the foregoing, an employee on maternity leave shall continue to accumulate seniority for a period no greater than seventeen (17) weeks. (Effective July 1, 2003)

## ARTICLE 24 - LAY-OFFS AND RECALLS

### 24.01 Job Security

The parties hereto recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their classification seniority.

The Division may, in exceptional circumstances, by-pass a junior employee who would otherwise be designated for lay-off, if the lay-off would have an adverse impact on the development and education of the special needs child to which an Educational Assistant is assigned. Prior to invoking this provision, the Division shall provide the President of the Association with;

- i. documentation setting forth the relevant circumstances of the case and;
- ii. documentation from the key professionals involved in the case to substantiate the Division's use of this provision. The material and information provided to the President of the Association shall be held under the strictest of confidence.

### 24.02 Notice to Employees re Employees to be Laid Off

The Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of the lay-off, except when emergency or other circumstances beyond the control of the Employer necessitate lay-off without notice, in which latter cases the employee shall receive a minimum of three working days' notice prior to the effective date of the lay-off. The notice shall give the reason for the lay-off and its expected duration. If an employee has not had the opportunity to

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work the days as provided in the notice, they shall be paid for the days for which work was not made available.

Notwithstanding the foregoing, the Division need not provide such notice to an employee for the period of time that they would not normally work during the summer, provided however that the employee is returned to their same assignment immediately following the summer break.

#### 24.03 Lay-Offs During the School Year

When lay-offs occur during the school year, the redundant employee shall be either:

- a) re-assigned to an equivalent position(s) at the discretion of the Division; or
- b) Should Step (a) not be possible, the least senior employee(s) holding a position(s) in the classification of the redundant employee shall be laid off and replaced by the redundant employee, provided the redundant employee is otherwise qualified to perform the work of the least senior employee(s).

For the purpose of this clause, the employee who will be designated as the redundant employee, where possible, will be the employee in the school who is in the affected classification and who has the least classification seniority.

However, the Division will retain the discretion to reassign or transfer the person who occupied the redundant position in circumstances where the transfer of the least senior employee would have an adverse impact on the development and education of the affected child(ren).

The Division will make every effort to re-assign full-time employees to a full-time position for which they are qualified within one school. Where that is not possible, the Division will offer to place the affected full-time employee in the first such full-time position that becomes available in their classification. If no such position becomes available during the school year, then the Division will, and subject to the employee's seniority, provide the employee with a full-time position in one school for the following year by utilization of the Eligibility List.

#### 24.04 Recall List

All employees laid off shall be placed on a recall list, with a copy furnished to the Association, and shall be called back to work as required beginning with the most senior employee and descending from there, provided that the senior employee is qualified to perform the duties of the position to be filled.

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#### 24.05 Notice of Recall

Notice of recall to an employee who has been laid off shall be made:

- a) to an employee who is actively employed with the Division, by email with a read receipt.
- b) to an employee who is not actively employed with the Division, by mailing by registered mail or courier the notice of recall to the last known address of such employee filed by such employee. Recall notices for a large group of employees will initially be made by phone. If direct telephone contact is not made, recall will be made by mailing a registered letter or sending a couriered letter.

If an employee fails to reply in writing or verbally to the Manager, Human Resources or designate, within seven (7) working days of such recall notice or the date specified for reply whichever is greater, then the Employer may terminate the employment of such employee and shall recall the employee next in line according to the seniority list.

#### 24.06 Reduction of Hours

- a) An employee whose hours of work have been unilaterally reduced during the term of the current school year shall, at the option of the employee, be deemed to have been laid off;
- b) An employee whose hours of work have been unilaterally reduced for the upcoming school year and who does not wish to take the reduction in hours shall, at the option of the employee, be placed on the Eligibility List.

#### 24.07 Eligibility List

- a) Any employee, in a position deemed surplus to the Division requirements, or in a position increasing from part-time to full-time for the upcoming school year, shall be deemed to have had their position discontinued, and will be placed on an eligibility list.

The following procedures will apply:

- (i) employees will be notified that they are in such a position twenty (20) working days prior to the effective date of the change;
- (ii) in the event there are an insufficient number of positions available to place all employees so affected, the Employer will

lay-off, beginning with the most junior employee, such employees as are required to be laid off to create a sufficient number of positions in the classifications affected.

Employees laid-off will be placed on the Recall List;

- (b) Employees on the eligibility list who have had their positions discontinued shall then indicate in writing, to the Employer, on a form provided by the Employer, their preference by ranking all of the available positions in order of desirability.
- (c) The Employer will then transfer employees to fill the available positions on the basis of classification seniority and according to their expressed preference, provided that the senior person has the qualifications and ability to perform the work.

#### ARTICLE 25 - CREDIT FOR PAST EXPERIENCE ON RETURN TO SERVICE

25.01 Personnel resigning their position and returning to service will be granted credit for past experience as follows:

- (i) if absence in excess of three (3) years - no credit;
- (ii) if service with division exceeds five (5) years, a loss of one increment;
- (iii) if service with division less than five (5) years, a loss of two increments.

#### ARTICLE 26 - SUSPENSION AND DISCHARGE

26.01 Reasons to be Given in Writing

- a) The Division shall have the right to suspend or discharge any employee for just cause. Such employee shall be advised promptly in writing of the reason for their discharge or suspension, with a copy being sent to the Association within five (5) working days;
- b) An employee's immediate supervisor may suspend an employee but shall immediately report such action to the Manager, Human Resources;
- c) When an employee is requested to attend a meeting regarding discipline or that may potentially lead to the imposition of discipline, they shall be advised of their entitlement to and shall be permitted to have an Association representative present during such meeting.

## 26.02 Right to Reinstatement

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal rate of pay during the period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of both parties, or in the opinion of the Board of Arbitration, if the matter is referred to such Board.

## ARTICLE 27 - GRIEVANCE PROCEDURE

### 27.01 Grievance Defined

For the purposes of the Agreement, a "grievance" means a dispute or controversy between the Employer and one or more of its employees or between the Employer and the Association concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable and should any dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

### 27.02 Definition of Working Days

The words "working days" as used in this Article shall mean normal work days, excluding Christmas and Spring Breaks or Paid Holidays.

### 27.03 Association Representation

An employee has the right to representation by an Association Representative at any stage of the grievance procedure.

### 27.04 Processing of Grievance

Grievances shall be processed in the following manner and sequence:

#### STEP 1

Within ten (10) working days after the date upon which the employee was notified in writing, or on which they first became aware of the action or circumstances giving rise to the grievance, the employee must first request to meet and discuss the difference with the appropriate principal or supervisor. The meeting must occur within five (5) working days of the request for the meeting. The employee may be accompanied by an Association Representative. The principal or supervisor shall respond within five (5) working days from the date of such meeting.



STEP 2

Failing satisfactory settlement of Step 1 or failing receipt of a decision from the principal or supervisor within the time limit contemplated in Step 1 the Association may submit the grievance and redress sought in writing to the Manager of Human Resources within five (5) working days. The Manager of Human Resources shall hold a hearing and discuss the matter with the parties within ten (10) working days of the date of receipt of the grievance at this step. The Manager of Human Resources shall issue a decision in writing to the employee or employees affected and to the Association within five (5) working days after the grievance hearing.

STEP 3

Failing satisfactory settlement of Step 2 or failing receipt of a decision from the Manager, Human Resources, the Association may submit the grievance and redress requested to the Superintendent or designate within five (5) working days of the date upon which the Manager, Human Resources, issued or is required to issue their answer, and if it does, the Superintendent or designate shall hold a hearing and discuss the matter with the employee and/or Association Steward and/or Association Representative within ten (10) working days of the date of receipt of the grievance at this step. The Superintendent or designate shall issue their decision in writing to the employee, with copies to the Association Representative and the Association within ten (10) working days of the date of such meeting.

STEP 4

Failing satisfactory settlement of Step 3 or failing receipt of a decision from the Superintendent or designate, the Association may, within five (5) working days, submit the grievance in writing to the Board of Trustees, and if it does, a hearing shall be granted at the next regular meeting of the Board of Trustees following receipt of the grievance. The decision of the Board shall be forwarded within ten (10) working days to the employee with a copy to the Association.

27.05 Time Off with Pay for Representative

Any Association Representative who is required by an employee for the purpose of processing a grievance in accordance with any step of the Grievance Procedure shall be allowed time off with pay for such purpose.

27.06 Reference to Arbitration

Failing satisfactory settlement of the grievance at Step 4, or failing receipt of a decision from the Board, the grievance may be referred to arbitration within thirty (30) working days of the receipt of the decision from the Board or from the deadline for providing a decision if no decision is provided.

## ARTICLE 28 - ARBITRATION

### 28.01 Referral to Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to the Agreement. Within five (5) working days thereafter, the requesting party shall refer the grievance to an Arbitrator chosen in rotation from the following panel:

Michael Werier  
Karine Pelletier  
Colin Robinson

### 28.02 Who May Be an Arbitrator

No person shall be selected as an Arbitrator who:

- (i) is acting or has, in a period of twelve (12) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or agent of either of the parties;
- (ii) has any pecuniary interest in the matters referred to the Arbitrator, other than being a taxpayer.

### 28.03 Arbitration Procedure

The Arbitrator may determine their own procedure but shall give full opportunity to all parties to present evidence and make representations to it.

### 28.04 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding to both parties, but in no event shall the Arbitrator have the power to alter, modify, or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party within three (3) working days of the date of the decision may apply to the Arbitrator to reconvene arbitration in order to clarify the decision, which it shall do within three (3) working days.

### 28.05 Expenses of the Arbitrator

The expenses of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

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#### 28.06 Amending of Time Limits

The time limits in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement in writing. If the Association fails to process a grievance to the next step within the time limits specified, the grievance shall be deemed to have been abandoned. If the Division fails to answer a grievance within the time limits specified, the grievance shall be deemed to have succeeded.

#### 28.07 Witnesses

At any state of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses, or other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Employer's premises in order to view any working conditions which may be relevant to the settlement of the grievance. Any employee subpoenaed as a witness to an arbitration hearing shall be allowed time off with pay to attend such arbitration hearing.

#### 28.08 Arbitration Jurisdiction

No matter shall be subject to arbitration which involves:

- (i) any request for modification of the Agreement;
- (ii) any matter not covered by the Agreement;
- (iii) any matter which by the terms of the Agreement is exclusively vested in the Employer.

#### 28.09 Provision of Documents

The Employer agrees that it will not introduce at any arbitration hearing any document adverse to the employee unless such document has been provided to the Association in advance of the hearing.

### ARTICLE 29 - EMPLOYEE PARTICIPATION IN VOLUNTARY ACTIVITIES

29.01 An employee who performs at least fifty (50) hours of voluntary service in any one school year related to student athletic, social, recreational or cultural activities, occurring outside their regular work day shall be entitled to a one day paid leave of absence in the school year. Such leave is non-cumulative from one school year to the next.

The date for such leave shall be agreed upon between the principal and the employee and this leave shall normally be at a time when classes are not in session.

Exceptions require approval of the school administrator and a substitute will not be provided.

## ARTICLE 30 - LABOUR MANAGEMENT NEGOTIATIONS

### 30.01 Negotiating Committee

A Negotiating Committee shall be appointed and consist of such members of the Employer as appointed by the Employer as the Employer may determine and not more than five (5) members of the Association as appointees of the Association. The Association will advise the Employer of the Association appointees to the Committee.

### 30.02 Outside Representation

Both parties shall have the right at any time to the assistance of additional representatives when dealing or negotiating.

### 30.03 Meeting of Committee

The Committee shall, unless otherwise agreed, meet within the time prescribed in the Article pertaining to Notice to Negotiate.

### 30.04 Time Off for Negotiating Meetings

Any representative of the Association on the Negotiating Committee who is an employee of the Employer shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

### 30.05 No Strike - No Lockout

During the term of this Collective Agreement:

- a) the Association shall not declare or authorize a strike of the employees;
- b) the Employer shall not declare or cause a lockout of the employees;
- c) no employee falling within the scope of this Agreement shall strike

## ARTICLE 31 - TRAINING AND RETRAINING

31.01 In the event that the Employer should introduce new equipment, machines, apparatus or processes which require new or greater skills than are possessed by the employee affected, such employee shall be given a reasonable length of time,

but such time period is not to exceed six months, during which time they may acquire the necessary skills. There shall be no reduction in this employee's rate of pay during the training period and no reduction of pay upon being reclassified in the new position.

ARTICLE 32 - ACCESS FOR ASSOCIATION REPRESENTATIVE

32.01 Representatives of the Association shall, with the approval of the Division, be entitled to visit the work place of any employee at all reasonable times during the normal working hours applicable to such work place for the purpose of communicating with such employees, provided that visits shall not result in unnecessary disruption of operations carried on in the work place. Such approval shall not be unreasonably withheld.

32.02 Upon request of the Association, the President shall be granted a leave equivalent to 50% (part-time) or up to 100% (full-time) of their FTE hours worked contingent upon the Division's operational needs being met. Except in emergent situations or situations scheduled outside of the employee's control (e.g. arbitration hearings, full-day training, meetings scheduled by the Division), all other articles that require the President's time will be expected to be conducted during the President's leave period.

Such a request is to be made on or before June 1<sup>st</sup> for the following school year so that adequate scheduling may be made. The request will include the effective date of the leave, the duration of the leave and the release time in an amount of full time equivalent (FTE).

32.03 The Association shall reimburse the Division for all salary and mandatory employment related costs associated with the leave of absence. The employee shall retain their position and seniority rights with no decrease in status or benefits during the leave of absence and such period of absence will be counted as service with the Division.

ARTICLE 33 - DIVISION/ASSOCIATION LIAISON COMMITTEE

33.01 There shall be a Committee consisting of representatives (no more than four (4) Division representatives and four (4) Association representatives) whose purpose shall be to discuss and recommend action on matters of joint concern. The Committee shall meet on an as required basis with a minimum of once per school year.

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ARTICLE 34 - DURATION OF AGREEMENT34.01 Term

This Agreement shall be in full force and effect from July 1, 2023, up to and including June 30, 2026, but any changes in language from the previous Agreement shall not take effect until the signing of this Agreement or as otherwise agreed.

Employees who are no longer with the Division shall be entitled to receive retroactive pay provided that they make written application to the Division no later than forty-five (45) days after the date of the signing of this Agreement.

34.02 Notice to Negotiate

Either of the parties wishing to revise this Agreement shall notify the other party in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall within thirty (30) days or such later time as may be mutually agreed upon in writing commence negotiations. Within fifteen (15) days of such notification the party giving the notice must submit its written proposals for a new agreement or the revision of this Agreement and within thirty (30) days of receiving such written proposals the party receiving the notice must submit its written proposals for a new agreement or a revision of this Agreement and the parties shall be restricted in their negotiations to the said written proposals.

During the period of such negotiations this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall automatically be renewed for a period of one (1) year.

ARTICLE 35 - JOB DESCRIPTIONS

The Division agrees to establish job descriptions for all existing positions and classifications for which the Association is bargaining agent by March 31, 2020. After March 31, 2020 job descriptions will be issued for any new positions and classifications and/or whenever the duties of an existing position and classification are changed.

The Division will present the revised or new job descriptions to the Association prior to issuing and implementing the revised or new job descriptions.

ARTICLE 36 - CLOTHING ALLOWANCE36.01 Swimming Clothing Allowance

Effective the date of signing this Agreement, employees who regularly participate in weekly "in water" swimming activities with students with special needs shall be entitled to a bi-annual bathing suit allowance of up to \$75.00, on a 50/50 cost sharing basis, upon presentation of original receipts.



ARTICLE 37 -      WORKPLACE SAFETY AND HEALTH

37.01 Reporting

If an employee experiences a violent incident (as defined in the Division's Violence Prevention Policy), the employee must immediately complete a St. James-Assiniboia School Division MANTE Violent Incident Report Online Form. The employee shall be provided with a reasonable opportunity to complete the form during working hours and using the Division's computer equipment. The employee's Administrator/Supervisor shall advise the employee of the actions taken within ten (10) days of the incident and will provide updates to the employee on any additional actions taken thereafter (if applicable).

ARTICLE 38 -      SUPERVISION OF STUDENTS

38.01 An Educational Assistant shall be provided with emergency contact information if the Educational Assistant is assigned to supervise a student (or students) off school premises.

DATED at Winnipeg, Manitoba, this 21<sup>st</sup> day of August, 2024

Signed on behalf of the  
St. James-Assiniboia School  
Division

Signed on behalf of  
The Manitoba Association of  
Non-Teaching Employees

  
Chairman of the Board

  
President

  
Secretary-Treasurer

  
Secretary



SALARY SCHEDULE		
Classification Group	Pay Band	Classification
Clerical Support		
	3	Receptionist
	4	Department Head, PSDC Media Centre
	4	Secretarial Assistant
	4	Substitute Clerk
	5	Assistant Accounts Payable Clerk
	5	Department Head, Maintenance
	5	Department Head, Transportation
	5	Department Head, Sturgeon Heights Vocational
	6	Department Head A&E / IT
	6	Department Head, ESS
	6	Head Administrative Assistant, Jameswood
	6	Maintenance Systems Clerk
	6	Student Information Assistant
	6	Assistant Payroll Clerk
	7	Accounts Payable Clerk
	7	Head Administrative Assistant, Continuing Education
	7	Head Administrative Assistant, Early Years
	7	Head Administrative Assistant, International Education
	7	Head Administrative Assistant, Middle Years
	7	Purchasing Clerk
	8	Accounting Clerk
	8	Informnet Clerk
	8	Payroll Clerk
	8	Head Administrative Assistant, Senior Years
Library Technician		
	8	Library Technician
Educational Support		
	5	Educational Assistant A
	5	Educational Assistant B
	6	Educational Assistant C
	6	Educational Assistant D
Behaviour Intervention		
	7	Behaviour Intervention Assistant
Interpreter Tutor		
	9	Interpreter/Tutor

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Program Assistant		
	4	Program Assistant
	4	Program Assistant - Online Learning
CNT		
	5	Computerized Note Taker
Crossing Guard		
	2	Crossing Guard

CH  
10/10/11

## MANTE's Hourly Rate Grid July 1, 2023, to June 30, 2024

	Step	Step	Step	Step	Step	Step
Pay Band	0	1	2	3	4	5
2	15.40	16.00	16.61	17.23	17.85	18.47
3	17.85	18.53	19.20	19.88	20.55	21.23
4	20.31	21.07	21.77	22.52	23.26	24.00
5	22.18	22.96	23.75	24.56	25.36	26.14
6	24.00	24.86	25.74	26.59	27.45	28.31
7	25.25	26.14	27.09	28.02	28.93	29.87
8	26.48	27.45	28.42	29.43	30.42	31.40
9	27.69	28.75	29.80	30.82	31.87	32.93

## MANTE's Hourly Rate Grid July 1, 2024, to June 30, 2025

	Step	Step	Step	Step	Step	Step
Pay Band	0	1	2	3	4	5
2	16.33	16.97	17.63	18.28	18.94	19.59
3	18.94	19.66	20.37	21.09	21.80	22.53
4	21.54	22.35	23.10	23.89	24.68	25.46
5	23.53	24.36	25.20	26.06	26.91	27.73
6	25.46	26.38	27.30	28.21	29.13	30.03
7	26.79	27.73	28.74	29.72	30.69	31.69
8	28.09	29.13	30.15	31.22	32.27	33.31
9	29.38	30.51	31.62	32.70	33.82	34.93



## MANTE's Hourly Rate Grid July 1, 2025, to June 30, 2026

	Step	Step	Step	Step	Step	Step
Pay Band	0	1	2	3	4	5
2	17.08	17.75	18.43	19.11	19.80	20.48
3	19.80	20.55	21.30	22.05	22.79	23.55
4	22.52	23.36	24.15	24.98	25.80	26.62
5	24.60	25.46	26.34	27.24	28.13	29.00
6	26.62	27.58	28.55	29.49	30.45	31.40
7	28.00	29.00	30.05	31.07	32.09	33.13
8	29.36	30.45	31.52	32.64	33.74	34.82
9	30.71	31.89	33.06	34.19	35.35	36.52


  
 HP

# Sample Calculations

Position	Pay Band	Hourly rate	Hrs. worked/ day	x	Days Worked per year	+ Paid Holidays =	Total Days Paid	= Annual Salary	+ [ Vacation Percentage Paid = Vacation Paid ]	= Total Annual Pay	Pay Periods per Year	= Biweekly Pay
<b>10 Month</b>												
Program Assistant	4	\$21.54	x	5.67	x	[ 190 + 11 = ]	201	= \$24,548.49 + [	4% = 981.94 ]	= 25,530.43	÷ 22	= 1,160.47
Educational Assistant A	5	\$23.53	x	5.67	x	[ 190 + 11 = ]	201	= \$26,816.44 + [	4% = 1,072.66 ]	= 27,889.09	÷ 22	= 1,267.69
Educational Assistant C	6	\$25.46	x	6.17	x	[ 190 + 11 = ]	201	= \$31,574.73 + [	4% = 1,262.99 ]	= 32,837.72	÷ 22	= 1,492.62
Student Information Assistant	6	\$25.46	x	7.00	x	[ 208 + 11 = ]	219	= \$39,030.18 + [	4% = 1,561.21 ]	= 40,591.39	÷ 26	= 1,561.21
Head Administrative Assistant	7	\$26.79	x	7.00	x	[ 205 + 11 = ]	216	= \$40,506.48 + [	4% = 1,620.26 ]	= 42,126.74	÷ 26	= 1,620.26
Library Technician	8	\$28.09	x	7.00	x	[ 200 + 11 = ]	211	= \$41,488.93 + [	4% = 1,659.56 ]	= 43,148.49	÷ 26	= 1,659.56
<b>12 Month</b>												
Accounts Payable Clerk	7	\$26.79	x	7.00	x	[ 249 + 12 = ]	261	= \$48,945.33 + [	0% = - ]	= 48,945.33	÷ 26	= 1,882.51

## Notes:

Pay Band  
Hourly Rate  
Hours Worked per Day  
Days Worked per Year  
Paid Holidays  
Vacation Percentage Paid  
Pay Periods per Year

## Reference

Pay Schedule  
Pay Band Grid  
Article 7.02  
Article 7.04  
Article 10  
Article 11.01  
Article 9.02

*[Handwritten marks]*

LETTER OF UNDERSTANDING  
BETWEEN:  
THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION  
AND  
THE MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES

RE: HOURS OF WORK

The parties acknowledge and agree that the following positions have normal work hours that commence and/or end outside of the normal working hours of 7:30 a.m. and 6:00 p.m. specified in Article 7.01:

- The Department Head Administrative Assistant in Transportation;
- The Head Administrative Assistant in the Maintenance Shop;
- The Substitute Clerk;
- The Administrative Assistant in Continuing Education; and
- Certain Educational Assistants required to meet transportation obligations.

Dated this 21<sup>st</sup> day of August, 2024.

Signed and agreed on behalf  
of the Association:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Signed and agreed on behalf  
of the Employer:

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Secretary-Treasurer



LETTER OF UNDERSTANDING  
BETWEEN:  
THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION  
AND  
THE MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES

RE: TERM POSITIONS

Subject to the Letter of Understanding Re: Educational Assistant Year End Staffing, and the discussion between the St. James-Assiniboia School Division and the Manitoba Association of Non-Teaching Employees:

The Division will not designate a posted position as a term position except where there is cause to believe that the position will be of short term duration by reason of 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, maternity leave, long-term illness, approved leave of absence, or a specific project for a portion of the school year.

Dated this 21<sup>st</sup> day of August, 2024.

Signed and agreed on behalf  
of the Association:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Signed and agreed on behalf  
of the Employer:

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Secretary-Treasurer



LETTER OF UNDERSTANDING  
BETWEEN:  
THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION  
AND  
THE MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES

RE: EDUCATIONAL ASSISTANT (EA) YEAR END STAFFING

- The Division will bulletin all new positions required for the upcoming school year as soon as they become known in the current school year.
- The Division will, prior to June 1 of the school year, attempt to make a realistic assessment of the number of EA's that will be required during the upcoming school year. If the Division believes that there are more "regular" EA's working than will be required by the end of September of the upcoming school year, then it will issue layoff notices to an appropriate number of staff with such notices to be issued in accordance with the terms of the Collective Agreement.
- If the Division believes that one or more schools will be negatively affected by student transfers or staffing requirements, the least senior employees will be notified of their pending re-assignments in accordance with the terms of the Collective Agreement.
- The Division will, during the second week of September of the school year, reassess its requirements for EA's within each particular school. Where the Division concludes that there are more staff in the school than it will require, it shall advise the affected employees in the school that they are being placed on the "Eligibility List". In determining which staff within a school are to be so advised, the Division shall designate the EA's within the school who have the least Classification seniority, provided however the staff who would remain have the qualifications and ability to perform the work.
- The Division will, at the time of advising employees that they are being placed on the "Eligibility List", provide them with a list of available positions. Employees who have been placed on the "Eligibility List" shall then advise the Division, within three working days, on a form provided by the Division, of their preference for such positions by ranking all the available positions in order of desirability.
- The Division shall then transfer employees to fill the available positions on the basis of seniority and according to their expressed preference, provided that the senior employees have the qualifications and ability to perform the work. Employees who are transferred shall be given at least five working days notice of the transfer.
- Employees who are placed on the "Eligibility List" shall be transferred to a position that is equivalent, both in terms of hours of work and classification, to the position that they were then occupying. In other words, the provisions of the Article pertaining to Lay-Offs During the School Year would not apply in the September time period.
- The Division is permitted to hire new employees that do not otherwise fall within the current definition of the Letter of Understanding Re: Term Positions, as temporary/temp EA's for a period of 10 months or less.

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- These new employees would be hired only where the Division had not been able to fill the position after having bulletined it within the bargaining unit. Consequently, these positions when posted, and not filled from within the bargaining unit, would be filled by a new hire designated as a temporary/term employee.
- Where the foregoing requirements have been met, and a new employee is hired as a temporary/term employee, then the EA's employment shall come to an end no later than the last day of that school year or if earlier, then in no case with less than two (2) weeks notice.
- Where an EA is hired prior to November 1 in any school year and the EA was employed as a temporary/term employee at the end of the school year, then the 10 month period set forth under the definition of "temporary/term employee" (see Article 1 of the Collective Agreement) shall begin to run as at the date that the EA previously commenced their employment as a "temporary/term employee".

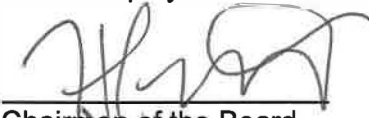
Dated this 21<sup>st</sup> day of August, 2024.

Signed and agreed on behalf  
of the Association:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Signed and agreed on behalf  
of the Employer:

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Secretary-Treasurer



LETTER OF UNDERSTANDING  
BETWEEN:  
THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION  
AND  
THE MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES

RE: SUPERVISION OF STUDENTS COMMITTEE

In the 2024 collective bargaining negotiations, the Association raised concerns with the Division regarding issues related to school clerical staff being required to supervise students.

The parties have agreed to establish a committee of up to three (3) representatives from the Division and three (3) representatives from the Association to review these concerns, to define supervision, and to make recommendations for parameters to be established with respect to this issue.

The committee will endeavor to make such recommendations within sixty (60) working days following the ratification of the collective agreement.

Dated this 21<sup>st</sup> day of August, 2024.

Signed and agreed on behalf  
of the Association:

  
President

  
Secretary

Signed and agreed on behalf  
of the Employer:

  
Chairman of the Board

  
Secretary-Treasurer



