



September 2024

### *Presidents Message*

Welcome to all the new MANTE members and welcome back to all those existing MANTE members. July and August flew by. I know the end of June was a crazy time for many, but in case you didn't hear, we did get the new Collective Agreement ratified. The full agreement can be found on the website. On page two of the newsletter, I have provided a breakdown of the key changes and what they mean for you.

For those that attended the AGM, you will recall me speaking about the Non MANTE lunch supervision position. I had several discussions with the Division regarding this position and the Manitoba Labour Boards requirement for employees to have a 30 minute unpaid break.

The Employment Standards Code *requires that employers provide their employees with a 30 minute work break after every five consecutive hours of work.*

Due to this Labour Law, employees can no longer choose to work through their entire scheduled lunch break to participate in the Non MANTE lunch supervision position. If you have a 60 minute lunch scheduled, then you could apply to work a 30 minute lunch supervision shift. However, if you are only scheduled a 30 minute break, you must take that break and are not permitted to spend it working the Non MANTE lunch supervision position. Other key points to remember surrounding this position:

This position is a choice. You cannot be forced to work the Non MANTE lunch supervisor position, nor should you be made to feel guilty about not working this position.

This position is a Non MANTE position which means it does not fall under the protection of the Collective Agreement.

If you are working the Non MANTE lunch supervision shift, you should be supervising the regular student population and not filling the role of an Educational Assistant. If a student needs an EA over the lunch break, an EA should be scheduled for that time. A Non MANTE position should never be performing the role of a MANTE employee regardless of if you have that skill set.

If you have any questions regarding this program or if you feel the guidelines are not being followed correctly, please let me know immediately so I can address the issue.



### **Keep in Touch**

If a member at your work location is off for an extended illness or has had a bereavement in the family, or if a member has a reason to celebrate, please advise Maggi Sawchuk at

[maggi.sawchuk@sjasd.ca](mailto:maggi.sawchuk@sjasd.ca)

### **Professional Development**

Each year MANTE and the Division both contribute \$7500 to the PD fund for a total of \$15000. If you are thinking of taking PD this year, I would suggest that you get your application in early as the fund may run out. This fund is accessible to all permanent members with a maximum of \$2500 every three years. Also, if you are applying for PD outside of the City of Winnipeg, you must have completed two years of permanent service. Applications can be found on the divisional portal under the MANTE tile, PD link. The Crisis & Trauma Resource Institute is out with their fall schedule. Check their website, [ctrinstitute.com](http://ctrinstitute.com) for a list of available courses

### **MANTE Professional Development Committee**

EA Rep – Maggi Sawchuk  
Admin Asst. Rep – Rachel Navakowski  
Library Tech Rep – Jocelyn Oliver  
MANTE President – Jennifer Monaster  
Human Resources – Joanne Johnston  
Administrator – Connie Lowe  
Financial – Monika Kananowicz

### **September Retirees**

NIL

## Collective Agreement Highlights

**7.07 Rest period** – The new changes prohibit your 15-minute breaks from being added to the start or end of day or your lunch break. Breaks are a way to take a moment during your work time to regroup and recharge and should be taken to break up your morning and afternoon schedules. There is also a new article that requires the division to give you notice when changing your schedule.

*(a) 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, the Association and the employee involved.*

*(c) 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.*

**7.09 Banked Time** – The new change allows for employees to bank up to 60 minutes per day, an increase from the previous 30 minutes a day. Reminder that banked time must first be approved by your administrator or manager.

*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).*

**9.04 Placement in Higher or Lower Paid Classifications** – The new change means you no longer necessarily move to the same step when changing positions within the division.

*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.*

**10.01 Paid Holidays** – The new change recognizes the National Day for Truth and Reconciliation

*The following shall be recognized as holidays with pay: New Year's Day, Louis Riel Day, Orange Shirt Day (National Day for Truth and Reconciliation) Good Friday, Victoria Day, July 1, Labour Day, Thanksgiving Day, Christmas Day, 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.*

**11.01 Vacation Entitlement** – The new changes affect the year in which your vacation pay or vacation days increases. The two increments went from year 25 to year 22 and year 16 to year 15.

*A - (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 – (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.*

**12.04 Sick Leave Abuse** – This is a new article that allows the Division to investigate suspected abuse of sick leave.

*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.*

**12.09 Family Leave** – The new change is an increase in the number of days you can use towards 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.

**13 Bereavement Leave** – There are several changes here. The addition of stepparents into immediate family, increase from ½ day to a full day to be a pallbearer or deliver a eulogy or to attend a funeral not addressed in any of the other categories. You can also now add that one extra day to one of the other bereavement categories. There is also a new article regarding travel for a funeral.

*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.*

*13.04 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.*

**19.04 Employee and Family Assistance Plan** – This is a new article that will provide assistance to all MANTE members at the division's expense. This plan will be rolled out to employees shortly.

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

**22.08 Personal Leave** – This change is an increase from one personal day to two personal days per year. Reminder that these days cannot be added to the winter or spring break or to the end of the school year.

*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.*

**Letter of Understanding** – There is also a new Letter of Understanding that has been added regarding the supervision of students by clerical staff in the office. The Division has agreed to meet and discuss this matter.

*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.*

The full Collective Agreement can be found on the website. If you have any questions regarding any of the articles, please either give me a call or send me an email and I will explain what the article refers to.

In upcoming newsletters, I will continue to explain different articles as well as review Divisional policies. Let me know if there are any policies you would like me to focus on.



I would like to take this opportunity to thank Noah Reimer for his time on the Executive committee. Noah has decided to step back from the Executive which opens the position of Vice President of MANTE. The Association meets once a month for Executive meetings, and you are expected to attend all meetings. If you have any questions regarding this position, please do not hesitate to ask.

The Vice President Duties are:

1. Assume the duties and powers of the President in their absence
2. Sign cheques with the Treasurer when President is unavailable
3. Co-Chair the Grievance Committee

Section C, Election of Officers/Representatives of the MANTE Constitution/Bylaws states:

*6. A vacancy occurring from time to time in any office of the Association may, so long as a quorum of the Executive Committee remains in office, be filled by the Executive Committee from among the members in good standing of the Association and such officer shall hold office until the first annual meeting after they shall have been so appointed*

What this means is that the present Executive members will appoint a new Vice president from all members that put forth their name. That person will hold the position until the next AGM at which time the position will be put to a vote.

If you are interested in joining the Executive Committee in the role of the Vice President, please let me know through email no later than October 2<sup>nd</sup>, 2024.

#### **Executive Members**

President – Jennifer Monaster  
Vice President – Open  
Treasurer – Robyn King  
Secretary and Pension Rep – Cerys Hooper  
Board Office Rep – Rosemary Koltalo  
EA Rep, Health and Welfare and PD Rep – Maggi Sawchuk  
EA Rep – Jenn Plesh  
Library Tech Rep and PD Rep – Jocelyn Oliver  
Secretary Rep – Kerry Fraser  
Secretary Rep – Wanda Prychitko

