

ST. JAMES-ASSINIBOIA SCHOOL DIVISION
(THE “DIVISION”)

AND

MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES
 (“MANTE” OR THE “ASSOCIATION”)

MEMORANDUM OF SETTLEMENT

JUNE 14, 2024

The parties agree subject to ratification by their representative principals, to execute a new collective agreement for the period from July 1, 2023 to June 30, 2026. Unless otherwise specified, any amendments to the current 2020-2023 collective agreement will be effective date of ratification by the Association. The terms of the new July 1, 2023 to June 30, 2026 collective agreement shall be identical to the current 2020-2023 collective agreement, except as otherwise amended herein.

This Memorandum of Settlement contains two Sections as follows:

SECTION I AGREED UPON COLLECTIVE AGREEMENT REVISIONS TO THE 2020-2023 COLLECTIVE AGREEMENT.

SECTION II AGREED ITEMS OUTSIDE OF THE COLLECTIVE AGREEMENT

SECTION I AGREED UPON COLLECTIVE AGREEMENT REVISIONS TO THE 2020-2023 COLLECTIVE AGREEMENT.

GENERAL

October 30 (SJASD Document #2)

Revise all gender specific references (she/her etc.) in the collective agreement to gender neutral references (employee, they/them). This is connected with the proposal in Article 1 to revise the definition of "Interpretation".

ARTICLE 1 – DEFINITIONS

October 30 - SJASD Document #2

Revise the "Interpretation" definition as follows:

"Interpretation"

~~Where the singular and feminine are used in this Agreement, the same shall be construed as meaning the plural, or the masculine or the neuter where the context so admits or requires and the converse shall hold as applicable.~~

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.

February 15 – SJASD Document #7

Amend the definition of "Temporary/Term Employee" in Article 1 to read as follows:

"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. ~~The "ten (10) consecutive month" period that is referred to in this definition shall be extended to twelve (12) consecutive months i~~

In the event that the temporary/term employee has been engaged to replace an employee on a maternity/parental leave, **the term shall be** for a period of ~~twelve (12)~~ **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 period of time start and end date of the term position, and where applicable that the position is a maternity/parental leave term replacement. ~~employee is expected to be employed.~~ 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** ~~mentioned ten (10) or twelve (12) month period~~ where mutually agreed between the **parties**. ~~Association and the Division.~~

~~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 who has been employed by the Division for ten (10) ~~or twelve (12) consecutive months, as the case may be,~~ shall become a permanent employee and ~~her~~ **their** seniority date shall be as of the date that ~~her~~ **the** temporary/term employment began.

A temporary/term employee who has been employed by the Division for a **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 ~~her~~ **their** seniority date shall be as of the date that ~~her~~ **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, ~~her~~ **their** seniority date and anniversary date shall be retroactive to the first day of continuous service as a temporary/term employee.

~~The Division will, at the time of hire, provide a temporary/term employee and the Association with a letter specifying the period of time the employee is expected to be employed. At the completion of the term position, the employment of the temporary/term employee will cease.~~

ARTICLE 2- RECOGNITION

November 27 – SJASD Document #3

Amend Article 2.01 to read as follows:

- 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 Notetaker and Crossing Guard.** ~~Secretarial Assistants, Library Technicians, Educational Assistants, Media Clerks, Payroll Clerks, Program Assistants, Computerized Notetakers, Interpreter Tutors, and Behaviour Intervention Assistants.~~

ARTICLE 5 – NO DISCRIMINATION

November 27 – SJASD Document #3

Amend Article 5.01 to read as follows:

- 5.01 There shall be no discrimination, interference, restrictions, or coercion ~~will be exercised or practiced~~ with respect to any employee by reason of **the protected characteristics as stated in *The Human Rights Code (Manitoba)*** membership in the Association or as a result of any of the following:
- a) ~~ancestry, including colour and perceived race;~~
 - b) ~~nationality or national origin;~~
 - c) ~~ethnic background or origin;~~
 - d) ~~religion or creed, or religious belief, religious association or religious activity;~~
 - e) ~~age;~~
 - f) ~~sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;~~
 - g) ~~gender determined characteristics or circumstances other than those included in clause~~
 - h) ~~sexual orientation;~~
 - i) ~~marital or family status;~~
 - j) ~~source of income;~~
 - k) ~~political belief, political association or political activity;~~
 - l) ~~physical or mental disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistant, a wheelchair, or any other remedial appliance or device.~~

ARTICLE 6 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

October 30 – SJASD Document #2

Revise Article 6.01 as follows:

6.01 Right to Examine Personnel File

Upon request to the Manager, Human Resources or ~~her~~ **their** designate, an employee shall have the right to examine, alone or with **an Association** representative of ~~her~~ **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 ~~her~~ **the** personnel file. The employee shall have the right to receive an exact copy (digital or paper) of any document in ~~her~~ their personnel file. ~~The employee shall be charged for copies at the rate of ten (.10) cents per copy.~~

November 15 - MANTE Document #3

Move 6.05 from Article 6 to Article 28 (new 28.09)

6.05 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.~~

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 7 – HOURS OF WORK

November 15 – MANTE Document #2

Amend Article 7.04 to read as follows:

7.04 Work Years

- 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 work days 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 and 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 work days as stipulated in this clause.

Where the number of work days 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 her principal

November 27 – SJASD Document #3

Amend Article 7.04 d to read as follows:

- 7.04 d) Behaviour Intervention Assistants shall work ~~200~~ **190** days per school year. ~~Effective July 1, 2011, new staff hired shall work 190 days.~~

November 27 – SJASD Document #3

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 ~~When an administrator responsible for a work area requires time to be worked in excess of the work year, as defined above, it shall be paid on a voluntary basis 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 ~~assigned~~ **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.**

February 15 – SJASD Document #7

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 work day, unless otherwise agreed between the Division, the Association and the employee concerned.**

January 30 – SJASD Document #4

7.07 Rest Period

- 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' 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.**

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

February 15 – MANTE Document #6

Amend Articles 7.09 to read as follows:

7.09 Banked Time

All full-time employees shall be eligible to bank a maximum of ~~thirty (30)~~ **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)**. ~~the Superintendent or his 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 ~~thirty (30)~~ **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 ~~her~~ **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 ~~her~~ **their** banked time at ~~her~~ **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 ~~her~~ **their** banked time at ~~her~~ **the employee's** then current hourly rate of pay.

ARTICLE 8 – OVERTIME

February 15 – MANTE Document #6

Amend Articles 8.01 and 8.02 as follows:

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) ~~her~~ **the employee's** rate of pay for all hours worked thereafter, except where an employee is assigned to work overtime on ~~her~~ **the employee's** regular day of rest or on a paid holiday in which case ~~she~~ **they** shall be paid at the rate of two times (2X) ~~her~~ **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, ~~she~~ **the employee** may, upon prior approval from the **Administrator or Manager** ~~Secretary-Treasurer~~, 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

November 27 - SJASD Document #3

Amend Article 9.02 as follows:

9.02 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)

May 28 – SJASD Document #11

Amend Article 9.04 as follows:

9.04: Placement in Higher or Lower Paid Classifications

Where an employee is promoted **from one classification to another**, ~~to a higher paid position,~~ the employee will be placed at **the step which is the lowest step on the scale that provides at least a \$1.00 increase over the employee's previous rate of pay.** ~~the same increment step in the higher pay band.~~ **The employee** ~~She~~ will have **their** ~~her~~ anniversary date changed to coincide with the effective date of ~~her~~ **their** promotion.

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

February 15 – SJASD Document #7

Amend Article 9.07 to read as follows:

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 ~~her~~ **their** anniversary date established for increment purposes as of the date that ~~her~~ **their** temporary/term employment began, and will move from increment level 0 to increment level 1 upon the anniversary of ~~her~~ hire as a temporary/term employee.

ARTICLE 10 – PAID HOLIDAYS

April 22 – SJASD Document #9

Amend Article 10.01 to read as follows:

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
Canada Day July 1	Boxing Day

plus any other days proclaimed by the **Government of Canada, the Province of Manitoba** ~~Federal or Provincial Governments~~, 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*.**

ARTICLE 11 – ANNUAL VACATIONS

November 15 - MANTE Document #2

Delete sub-paragraph (iii) and renumber the balance of the sub-paragraphs in 11.01 (a) accordingly.

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 her actual number of years of service during the year;

- (ii) Vacation earned in any year shall be taken during the following vacation year;
- ~~(iii) A vacation year shall be defined as the time period from July 1 to June 30 of any calendar 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.

April 22 – SJASD Document #9

Amend Article 11 to read as follows:

Revise Article 11.01(a)(viii) and (ix) as follows:

- (viii) an employee with more than ~~sixteen~~ **fifteen**-years of service from date of last hire shall receive twenty-five (25) vacation days with pay;
- (ix) an employee with more than ~~twenty-five~~ **twenty-two** years of service from the last date of hire shall receive thirty (30) vacation days with pay.

Revise Article 11.01 (b)(v) and (vi) as follows:

- (v) ten percent (10%) after ~~sixteen (16)~~ **fifteen (15)** years of service with the Division from the date of last hire;
- (vi) twelve percent (12%) after ~~twenty-five~~ **twenty-two (22)** years of service with the Division from the last date of hire.

February 12 – SJASD Document #5

Delete Article 11.02.

~~11.02 Vacation Credits on Resignation~~

~~An employee who resigns and does not give the Employer written notice at least ten (10) calendar days prior to the effective date of her resignation shall forfeit any right to vacation or vacation pay under the terms of this agreement. Such employee shall be entitled to receive vacation pay or vacation in accordance with the Employment Standards Code.~~

February 15 – SJASD Document #6

Amend Article 11.06 as follows:

11.06 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.

ARTICLE 12 – SICK LEAVE PROVISIONS

May 8 – SJASD Document #10

Amend Article 12.04 a) and b) to read as follows:

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

~~b) Second Medical Opinion~~

~~In cases of long term or frequent sick leave claims, the Division may, at its expense, require the employee to submit to an independent medical examination with a physician from a mutually agreed upon list of physicians, or where the Division and the employee cannot agree on a physician, a third party (i.e. College of Physicians & Surgeons) shall designate the physician to conduct the exam. A copy of the physician's report will be provided to the employee. Such report will be treated in the strictest of confidence by the Division.~~

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.

November 15 - MANTE Document #2

Delete this Article (and renumber the remaining Articles accordingly)

12.08 Other Employment Bar to Sick Leave

~~Sick leave is not payable to an employee who is engaged in any employment for a wage or profit during any period for which she claims benefits under the Division Sick Leave Plan.~~

December 20 – MANTE Document #3

12.10 Family Leave

Employees shall be entitled to use up to ~~four (4)~~ **five (5)** days of accumulated sick leave per year for medical issues that require the employee's attention and that pertain to ~~her~~ **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.

ARTICLE 13 – BEREAVEMENT LEAVE

October 30 – SJASD Document #2

Revise Article 13.01 as follows:

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.

April 22 – SJASD Document #9

Amend Article 13.03 to read as follows:

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 ~~without loss of salary~~ **with pay upon application.** ~~to attend the funeral of such relative.~~

April 22 – SJASD Document #9

Amend Article 13.04 to read as follows:

13.04 ~~One Half (1/2)~~ **One (1)** Day for Other Funerals

An employee will be granted ~~one half (1/2) day~~ leave without loss of salary **one (1) working day with pay** to act as a pallbearer or to deliver a eulogy.

An employee will also be granted ~~one half (1/2) day~~ leave without loss of salary **one (1) working day with pay** per year to ~~otherwise~~ 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.

April 22 – MANTE Document #8

Establish a new Article 13.05 to read as follows:

- 13.05** 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.

ARTICLE 14 – COMPASSIONATE CARE LEAVE

December 20 – MANTE Document #3

Amend Article 14.01 to read as follows:

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 care leave of up to **twenty-eight (8) (28)** weeks to provide care or support to a critically ill family member **who has a significant risk of death within the next twenty-six (26) weeks.**

Entitlement to such leave and the scope of the term "family member" will be subject to the provisions of section 59.2 of the Employment Standards Code of (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.

- b) ~~In order to be eligible for such leave, the employee must provide the Employer with a physician's certificate stating that a family member of the employee has a serious medical condition with a significant risk of death within twenty six (26) weeks from the date when the leave either commenced or will begin, and that the family member requires the care or support of one or more family members.~~
- c) ~~No period of leave may be less than one (1) week's duration. An employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks. The period of leave must end no later than twenty six (26) weeks after the day the first period of leave began.~~
- d) ~~Where possible, the employee shall provide the Employer with at least two (2) weeks notice of her request for such leave.~~

ARTICLE 15 – PARENTING LEAVES

November 15 – MANTE Document #2

Amend Article 15.02 a) as follows:

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 ~~thirty seven (37)~~ **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.

December 20 – MANTE Document #3

Revise 15.02(b) as follows:

15.02 Parental Leave

- (b) An employee who gives less notice than is required above is entitled to the ~~thirty seven (37)~~ **sixty-three (63)** weeks of parental leave less the number of days by ~~which~~ the **amount of** notice **not** given is less than four (4) weeks.

November 15 – MANTE Document #2

Amend Article 15.02 c) as follows:

15.02 Parental Leave

- (c) A parental leave **can begin up to 18 months after the birth or adoption of a child.**
~~must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.~~

February 12 – SJASD Document #5

Amend Article 15.03 to read as follows:

15.03 Reinstatement of Employee After Leave

~~If an employee wishes to resume employment after~~ **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 ~~she~~ **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 earned by the employee immediately before the leave began.

November 27 - SJASD Document #3

Delete Article 15.04 (g) and to re-letter accordingly.

15.04 ~~Supplementary Employment~~ **Supplemental Unemployment Benefits—Program** - Maternity and Parental Leave

- (a) ~~Supplementary Employment~~ **Supplemental Unemployment Benefits (SEB) (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 ~~(SEB)~~ **(SUB)** payment. For 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 ~~Human Resources Development~~ **Service** Canada to a ~~Supplemental Employment~~ **Unemployment Benefits (SEB) plan (SUBP)**.

The Division requires, from each of the employees on maternity leave, a copy of the letter from ~~Human Resources Development~~ **Service Canada** that confirms their approval with effective dates for maternity benefits in order to accurately calculate ~~her~~ 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 ~~SEB~~ **SUB** plan will consist of the following:
- i. For the first two (2) weeks, payment equivalent to ninety (90%) of her 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 her 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 ~~SEB~~ **SUB** ~~plan benefits~~ 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 **HRDC 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 ~~(f)~~ **(e)** above falls during any period when the employee is not earning ~~her~~ a salary, (i.e. summer, Christmas break, Spring break), that portion of the Maternity or Parental leave does not qualify the employee to receive Maternity leave ~~SEB~~ **SUBs** pursuant to (d) or Parental leave ~~SEB~~ **SUBs** pursuant to ~~(f)~~ **(e)** above.
- ~~(g) Where an employee had commenced maternity leave and/or parental leave prior to the date of signing of this agreement, and a portion of the leave falls after January 1, 2014, the employee shall be entitled to receive the paid maternity leave ~~SEB~~ **SUB** and/or parental leave ~~SEB~~ **SUB** for the portion (if any) of their maternity and/or parental leave which falls after January 1, 2014.~~
- ~~(h)~~**(g)** Employees entitled to the Maternity or Parental leave ~~SEB~~ **SUB** 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 ~~Employment~~ **Unemployment** Benefits received from the Division.

ARTICLE 19 – OTHER BENEFITS

November 15 - MANTE Document #2

Revise Article 19.01 as follows:

19.01 Proper Accommodation **Suitable Space**

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

April 22 – MANTE Document #8

Establish a new Article 19.04 as follows:

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 21 – POSTING/NOTIFICATION

April 22 – MANTE Document #8

Revise Article 21.01 as follows:

21.01 Employer Will Notify Association.

~~Five (5) working days prior to filling~~ **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~~ **The Employer will notify the Association in writing and post the vacant position on the Division's website**, ~~and post notices in the Board Office and on the Division's internal email system,~~ in order that all members will know about the positions and be able to make written application. ~~therefore. During the period from July 1st to August 31st bulletins will be posted, with the five (5) day period running from Monday to Friday, in the Board Office only (with written notice to the Association).~~

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.

An applicant may elect to return to ~~her~~ **their** former position provided ~~she~~ **they elect** elects to do so ~~prior to the advertised closing date of her former position~~ **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 ~~she~~ **the incumbent** so elects.

November 15 - MANTE Document #2

Amend Article 21.03 as follows:

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 ~~five (5)~~ **ten (10)** working days of such position(s) being filled. A copy of such Bulletin shall be sent to the Association **electronically** and posted ~~in the Board Office and on the Division's intranet. internal email system.~~ 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 ~~five (5)~~ **ten (10)** working days of the above notice.

January 30 – MANTE Document #4

Amend Article 21.05 to read as follows:

21.05 Disabled Employees Preference

Any employee covered by this Agreement ~~who has given good and faithful service to the Employer~~ and who, through advancing years or temporary disablement, is unable to perform ~~her~~ **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 ~~she is~~ **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**
- d)

January 30 – MANTE Document #4

Amend Article 21.07 to read as follows:

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.** ~~higher classification~~

November 27 - SJASD Document #3

Amend Article 21.08 as follows:

21.08 Transfers

No employee shall be transferred unless ~~ten (10)~~ **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 ~~she~~ **the employee** is transferred is higher than the employee's rate of pay, ~~she~~ **the employee** shall receive such higher rate;
- b) if the rate of pay in the position to which ~~she~~ **the employee** is transferred is less than the employee's rate of pay, ~~she~~ **the employee** shall continue to receive ~~her~~ **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 ~~she~~ **the employee** is transferred exceeds ~~her~~ **their** rate of pay. If, after the expiry of one year, the rate of pay in the position to which ~~she~~ **the employee** is transferred is less than ~~her~~ **their** rate of pay, such employee's rate shall be reduced to the rate applicable to such position.

ARTICLE 22 – GENERAL LEAVE OF ABSENCE

December 20 – MANTE Document #3

Amend Article 22.05 to read as follows:

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, she shall be granted, upon application, one-half (1/2) day leave of absence with pay **per school year upon approval of the HR Manager** ~~for each exam.~~

November 27 – SJASD Document #3

Amend Article 22.07 to read as follows:

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 her 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 30th.
- b) In instances where religious holy leave is required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy days fall within the first ten (10) working days after the start of the school year where the notice shall not be less than five (5) working days.
- c) Where the appropriate notice has not been given, religious holy days' leave will be provided, however the employee'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.

June 7 – SJASD Document #11 Via Email

Amend Article 22.08 to read as follows:

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

November 27 – SJASD Document #3

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.
- b) School-year secretarial staff ~~and Library Technicians~~ shall be **205** ~~208~~ days. For school-year secretarial staff hired ~~on or after~~ prior to August 1, 1996, it shall be ~~205~~ **208** days.
- c) **Library Technicians shall be 200 days.** For Library Technicians hired ~~on or after~~ **prior** to November 25, 1993, it shall be ~~200~~ **208** days.
- d) Educational Assistants, Program Assistants, Computerized Notetakers, **Behaviour Intervention Assistants** and Interpreter Tutors hired shall be 190 days.
- ~~d) Behaviour Intervention Assistants it shall be 200 days.~~
- ~~e) For Behaviour Intervention Assistants hired on or after July 1, 2011, it shall be 190 days.~~

ARTICLE 24 – LAY-OFFS AND RECALLS

January 30 – SJASD Document #4

Amend Article 24.05 to read as follows:

24.05 **Notice of Recall** ~~Notice by Registered Mail~~

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** ~~hand delivering or mailing through school mail the notice of recall to the employee at the school where she is actively employed; or~~
- 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.

ARTICLE 27 – GRIEVANCE PROCEDURE

February 12 – MANTE Document #5

Amend Article 27.04 as follows:

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 ~~she~~**they** first became aware of the action or circumstances giving rise to the grievance, the employee ~~shall~~ **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,** ~~within ten (10) working days after the date of the meeting contemplated in Step 1,~~ the employee shall immediately notify the Association President (or designate) of the matter if ~~she~~ wishes to have the matter reviewed and pursued by

~~the Association. The Association may submit the grievance~~ **and redress sought** in writing to the Manager of Human Resources **within five (5) working days.** ~~and if it does, the~~ **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.** ~~of receipt of the grievance~~

ARTICLE 28 – ARBITRATION

November 27 – SJASD #3

Amend Article 28.01 as follows:

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:

~~Diane Jones~~

Michael Werier

Karine Pelletier

Colin Robinson

ARTICLE 30 – LABOUR MANAGEMENT NEGOTIATIONS

November 27 – SJASD Document #3

Amend Article 30.05 as follows:

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;
- ~~d) c)~~ no employee **falling within the scope of this Agreement** ~~unit~~ shall strike.

ARTICLE 32 ACCESS FOR ASSOCIATION REPRESENTATIVE

January 30 – SJASD Document #4

Amend Article 32.02 to read as follows:

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 ~~her~~ **their** FTE hours worked contingent upon the Division's operational needs being met. Except in emergent situations or situations scheduled outside of ~~her~~ **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 request is to be made on or before June 1st 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).

NEW ARTICLE XX– SUPERVISION OF STUDENTS

February 15 – SJASD Document #7

Add a new Article X.01 to read as follows:

XX.01 An Educational Assistant shall be provided with emergency contact information if the Educational Assistant is assigned to supervise a student (or students) off of school premises.

ARTICLE 34 – DURATION OF AGREEMENT

June 7 – SJASD (via email)

Revise Article 34.01 to reflect a new three year collective agreement as follows:

34.01 Term.

This Agreement shall be in full force and effect from July 1, ~~2020~~ **2023** up to and including June 30, ~~2023~~ **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.

SALARY SCHEDULES

June 7 (via email)

1. The parties have agreed to use a simplified salary schedule in the new Collective Agreement.
2. In connection with the use of the simplified salary schedule, the parties have agreed to include examples of how bi-weekly salaries are calculated pursuant to Article 9.02 of the Collective Agreement. In addition, employees requesting clarification of how their bi-weekly pay is calculated may request their specific calculation pursuant to Article 9.02(c).
3. The parties have agreed to the following salary increases to the July 1, 2022 salary rates in the new salary schedule in the new Collective Agreement:

July 1, 2023 3% GWI plus 1% special adjustment

July 1, 2024 3% GWI plus 3% special adjustment

July 1, 2025 3% GWI plus 1.5% special adjustment

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING RE: HOURS OF WORK

November 15 - MANTE Document #2

The parties have agreed to renew this LOU.

LETTER OF UNDERSTANDING RE: TERM POSITIONS

November 15 - MANTE Document #2

The parties have agreed to renew this LOU.

LETTER OF UNDERSTANDING RE: EDUCATIONAL ASSISTANT (EA) YEAR END STAFFING

November 15 - MANTE Document #2

The parties have agreed to renew this LOU.

LETTER OF UNDERSTANDING RE: SUPPORT REQUIRED FOR DEAF AND HARD OF HEARING TEACHER

December 20 – MANTE Document #3

The parties have agreed to delete and not renew this Letter of Understanding.

~~Letter of Understanding Re: Support Required for Deaf and Hard of Hearing Teacher~~

~~Given the Division's current need to provide support to a staff member, it is agreed between us that the Division will create a new position for this purpose. The general nature of the support required is communication related: notetaking, telephone support and other regular and emergent communication assistance that may be required.~~

~~This position will be classified as either an Interpreter Tutor or a Computerized Notetaker. The hours of work will be scheduled on a regular basis but will require the time worked to be flexible on an as-needed basis which could include before or after school meetings or activities, in-service days (which may mean this person will need to work when other support staff are attending training) as well as evening meetings or events.~~

~~This position, when not required as personal support for the teacher, will be assigned all other duties as would normally be assigned to this classification of staff.~~

NEW LETTER OF UNDERSTANDING RE: SUPERVISION OF STUDENTS COMMITTEE

April 15 – MANTE Document #7

The parties have agreed to establish a new Letter of Understanding as follows:

NEW LETTER OF UNDERSTANDING:

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 endeavour to make such recommendations within sixty (60) working days following the ratification of the collective agreement.

SECTION II AGREED ITEMS OUTSIDE OF THE COLLECTIVE AGREEMENT

1. Workplace Safety and Health – In the course of the negotiations, the parties discussed issues with respect to safety and health concerns related to violence in the workplace and measures to be taken to educate employees of risks of violence and measures to be taken to reduce risks of violence. The Division advised that a revised policy is being developed and it will be meeting with the Division employee groups to seek feedback with respect to the new policy.

2. Sick Leave and Attendance Related Issues - In the course of the negotiations, the parties discussed issues with respect to sick leave and absenteeism. The parties have agreed to further those discussions during the term of the new Collective Agreement with a view to exploring ways to address those issues.