

LETTER OF UNDERSTANDING

between

THE WINNIPEG SCHOOL DIVISION
(“WSD”)

- and -

THE WINNIPEG ASSOCIATION OF NON-TEACHING EMPLOYEES
(the “Association”)

Re: COVID-19 Pandemic

This will confirm that WSD and the Association hereby agree as follows regarding the COVID-19 Pandemic:

1. As a result of COVID-19, WSD may be required to temporarily reduce some of its operations and its workforce (the “Temporary Workforce Reduction”).
2. There may be members of the bargaining unit who would volunteer to accept a layoff because of personal circumstances related to COVID-19.
3. Should WSD determine that layoffs are needed within the bargaining unit, it will notify WANTE of the need to reduce positions within the WANTE bargaining unit.
4. Prior to invoking the displacement and layoff process in accordance with Article 25 of the Collective Agreement, WSD will provide bargaining unit employees in the relevant components where layoffs are intended notice of the opportunity to volunteer for a temporary layoff, with volunteer layoffs taking effect immediately after the notice of the opportunity is issued. Said volunteer layoffs may be out of seniority order, as outlined in Article 25.
5. An Employee who volunteers to accept a temporary layoff shall be given a temporary layoff for shortage of work effective immediately after the date the notice of opportunity in paragraph 4 is issued, with no further entitlement to working notice of the layoff. All employees who volunteer for a temporary layoff will be given a guaranteed recall for the date that in-school classes commence again.
6. In the event that more employees volunteer to be laid off than the number of positions required for their component, the volunteers will be selected based on seniority within their component. In the event that less employees volunteer, then procedures for layoffs in article 25 shall apply to the remaining number of positions.

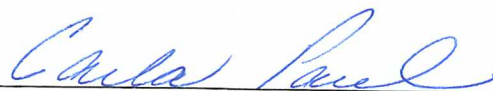
7. Nothing in this Letter of Understanding affects the notice of layoff required to be provided by article 25.02 of the Collective Agreement to any employee who did not volunteer for layoff and was given notice of layoff.
8. In the event that WSD wishes to recall any employees sooner than the date that in-school classes resume, employees on layoff shall be recalled in order of seniority within their component.
9. The Parties agree that no employee who volunteered for layoff should be subject to a longer period of layoff than the date that in-school classes resume. All employees who are laid off will be recalled for the date that in-school classes resume. In the event that recalling all employees on layoff would give rise to more staff than WSD requires when in-school classes resume, then a fresh layoff process shall occur at that time with all employees in the bargaining unit, including recalled employees, having full seniority rights in accordance with article 25.
10. This Letter of Understanding is effective as of the date of signing, and is only in effect for the duration of the COVID-19 pandemic. Subject to enforcing obligations under this Letter of Understanding through the grievance and arbitration procedure, this Letter terminates when in-school classes resume.
11. This Letter of Understanding is without prejudice and precedent, and is recognized as being unique to the circumstances of COVID-19.
12. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall apply.

Dated this 6 day of May, 2020.



THE WINNIPEG SCHOOL DIVISION

CEO/SECRETARY-TREASURER



THE WINNIPEG ASSOCIATION OF
NON-TEACHING EMPLOYEES