

**MEMORANDUM OF
SETTLEMENT (MOS)
BETWEEN
WSD AND W.A.N.T.E.**

March 17, 2022

6:00 - 8:00 p.m.

Victoria Inn Hotel & Convention Centre
1808 Wellington Ave.

Meeting Guidelines

Thank you all for coming.

Audio and/or visual recordings of this meeting are strictly prohibited.

We would like to have a respectful and informative evening. We appreciate everyone that was able to take the time to come out this evening.

We would ask that you hold questions until after the presentation is finished. There will be two microphones available for questions.

There are many voices that wish to be heard this evening, we ask that you please limit yourself to one question.

A reminder that the only item on the agenda tonight is the Memorandum of Settlement and what the proposed changes would mean for our members.

Bruce Zilkowsky, Chair of Collective Opening Remarks

On behalf of W.A.N.T.E. I want to welcome and thank you all for coming out this evening.

I'd like to introduce the Collective Bargaining Committee.

Bruce Zilkowsky—Chair

Tricia Wiebe—Co-Chair

Amanda Ferbrache

Ashley Gushulak

Ben Lacroix

Brittany Morrison

Carla Paul—ex officio—by reason of the position of Presidency

Irene Costa-Polanco

Jennifer Derrett

Katie Torgerson

Also joining us is our labour relations lawyer and negotiator, Ken Dolinsky. At the end table is Amanda Burg who is on council and will be taking the official minutes of this meeting.

We would like to have a respectful and informative evening. We appreciate everyone that was able to take the time to come out this evening. We would ask that you hold questions until after the presentation is finished. There will be two microphones available for questions. There are many voices that wish to be heard this evening, we ask that you please limit yourself to one question. A reminder that the only item on the agenda tonight is the Memorandum of Settlement and what the proposed changes would mean for our members.

A brief re-cap of how we got here:

The current contract was due to end on July 2, 2017. This Collective Agreement is still in full effect until a new Memorandum of Settlement is ratified or we strike. The Public Services Sustainability Act (PSSA) was announced in the spring of 2017. The previous bargaining unit was unable to bargain outside of the restrictions placed on bargaining units at that time by the Manitoba government.

In 2019, the Memorandum of Settlement that was presented to membership was not ratified. At that point, that bargaining unit was disbanded and this one was formed. The new bargaining unit resumed negotiations, still constrained by the PSSA. Bargaining continued until COVID hit and the Division refused to meet in person and took a long time to set up virtual meetings with the negotiators. The PSSA was then struck down and the landscape changed, and monetary gains were no longer off the table for us. The Division was not willing to move passed what the previous bargaining unit had already agreed to. The gains we have made since were hard fought for. A “no” vote this round will not lead to further bargaining, but to a strike. A “yes” vote means that the proposed Memorandum of Settlement is accepted as presented and will become the new Collective Agreement.

The Winnipeg School Division and W.A.N.T.E. have agreed, subject to ratification by the Association's membership and the Board of Trustees of the Division, to execute a new Collective Agreement for the period **July 2, 2017**, up to and including **July 1, 2024** (7 years).

The terms of the new collective agreement will be identical to the existing collective agreement except as amended to include the following:

***the proposed changes are highlighted in red throughout this presentation.**

***additionally, the green comments were added after the presentation by the speakers presenting the various changes.**

ARTICLE 42 - DURATION

42.01 This Agreement shall be in full force and effect from **July 2, 2017**, up to and including **July 1, 2024**.

APPENDIX A - WANTE WAGE SCHEDULE

- July 2, 2017 - 1% cash payout effective Date of signing**
- July 2, 2018 - 1% cash payout effective Date of signing**
- July 2, 2019 - 1.5%**
- July 2, 2020 - 1.5%**
- July 2, 2021 - 0.5%**
- July 2, 2022 - 3.3% *COLA based on 2021**
- July 2, 2023 - 1.75%**

*Notes from the Speaker

The cash payouts become effective on the date of signing. We don't have this date yet.

No separate cheques will be issued. We did ask for that.

The first 2-years, the 1% will not be compounded.

The Division was not prepared to offer anything but zeros for the first two years even though the PSSA was no longer in effect. The conciliator got the 1% cash pay out from the Division.

(2017 and 2018) are cash payouts. They are not wage increases. The percentage will not be compounded and does not add to your pension or benefits.

(2019-2021) are wage increases and will be compounded and will add to your pension and benefits.

(2022-2023) are wage increases and will be compounded and will add to your pension and benefits.

*The reference to COLA for 2022 is the Statistics Canada January to December 2021 average annual Manitoba Consumer Price Index Change (All Items), to be applied to July 2, 2022. This is the method of calculating COLA applied to the MTS teachers and CUPE custodians bargaining units.

If you visit Manitoba School Boards Unionized Non-Teaching Staff and look at Non-Teaching Staff Settlement Summary, you will be able to review when other associations ratified, and what they have agreed to and the duration of each.

<https://www.mbschoolboards.ca/documents/NonTch%20Settlement%20Update%202016%202022%20Aug%2012.pdf>

This link was included with the Memorandum of Settlement that was emailed out to members.

Based on the proposed wage package:
EAC, step 3 working 5.5 hours

(2017)	1% cash pay out	\$274.15
(2018)	1% cash pay out	<u>\$274.15</u>
		\$548.30

(2019)	1.5%	\$406.73
(2020)	1.5%	\$412.83
(2021)	0.5%	<u>\$ 96.33</u>
		*\$915.89

This is immediate increase to your annual base salary

(2022)	3.3%	\$548.30
(2023)	1.75%	<u>\$557.90</u>

At the end of 2023 your annual base salary will go up for a total of
\$2022.09

Based on the proposed wage package:
Clerk, step 3, working 7.25 hours

(2017)	1% cash pay out	\$429.02
(2018)	1% cash pay out	<u>\$429.02</u>
		\$858.04

(2019)	1.5%	\$643.54
(2020)	1.5%	\$653.46
(2021)	0.5%	<u>\$128.94</u>
		\$1, 425.94

This is immediate increase to your annual base salary

(2022)	3.3%	\$855.04
(2023)	1.75%	<u>\$870.00</u>

At the end of 2023 your annual base salary will go up for a total of
\$3,150.98

*Notes from the Speaker

This is a brief example of 2 different classifications and what they could expect.

The two highlighted numbers added together give you the amount you would receive from the Division this year. They include the cash payouts and the wage increases.

The number totaled at the bottom informs you what your new base salary would be at the end of the seven (7) years.

APPENDIX A P-12: LIST OF SUPERVISORS

Delete

*Notes from the speaker

These were no longer relevant and thus removed.

ARTICLE 4 - DEFINITIONS

4.01 (e) A Substitute Employee is one who does not work on a regular and recurring basis. The terms of the Collective Agreement shall not apply to Substitute Employees. **A Substitute Employee who works more than thirty (30) consecutive days shall become a Term Employee**

*Temporary is changed to Term throughout the contract. This is how a substitute becomes a term.

4.01 (f) A **Term** Employee is an employee who has been employed by the Division for at least **thirty (30) consecutive days** (Winter, Spring and Summer breaks do not constitute a break in service) and

*During this time period, a substitute can not miss a day of work to achieve this. By mid October you would be considered term whether it is processed by HR or not. Very important to know these dates for your self.

- (i) who is hired by the Division on a **Term** basis to replace an Employee who is absent by reason of illness or leave of absence; or
- (ii) who is hired to work in a grant funded position, which shall mean a position principally supported by a source other than the Division's general operating budget; or

4.01 (f)...

(iii) who is hired to attend to one specific student; or

(iv) who is hired for a specific short term clerical project; or

(v) who is hired to replace an Employee on maternity/paternity leave of absence.

Notwithstanding the above, the parties can mutually agree to extend the definition of **Term** Employee.

***Only wording change from temporary to term.**

4.02 A **Term** Employee shall be terminated in the following manner:

(a) upon the termination date, if any, that is set forth in the Employee's initial letter of hire;

(b) in the case of a replacement for an Employee who is absent by reason of illness or Leave of Absence, upon one pay period's notice, or a period of notice equivalent to the notice that the Division receives from the Employee who is returning to the position, whichever is the lesser;

(c) upon being terminated for cause

***Only wording change from temporary to term**

4.03 A **Term** Employee shall have no seniority rights but will have all other rights and privileges under this Agreement **and shall have Association dues deducted from their pay.**

4.04 A **Term** Employee who has been employed by the Division for twenty (20) consecutive months shall become a Permanent Employee and their seniority date shall be as of their date of last hire.

***Wording change, temporary to term. All terms pay Association dues but do not pay the \$5.00 initial fee.**

4.06 For the purpose of Article 5 - Probationary Period, a **Term** Employee shall be considered to have been rehired and shall be required to commence a new probationary period with respect to each period of **Term** employment, except where the following occurs:

(i) where the **Term** employment is renewed in the same position without a break in service; or

(ii) where the Employee is moving from **Term** to regular employment in the same position, without a break in service.

***Wording change from temporary to term.**

ARTICLE 6 - GRIEVANCE PROCEDURE

6.04 An employee has the right to representation by **an Association** representative at any **disciplinary meeting or** step of the grievance procedure.

Note: Wherever *Director of Human Resources* appears, it will be replaced with **Chief Human Resource Officer**.

*Wording change to remove “Association Steward” as W.A.N.T.E. does not have stewards. Disciplinary meeting wording was added as well. It was added that a representative can be present at any disciplinary meeting. Anywhere “Director of Human Resources” appears will be changed to “Chief Human Resources Officer”.

Step 1

Within ten (10) days after the date upon which the Employee was notified in writing, or on which the Employee became aware of the action or circumstances giving rise to the grievance, the Employee shall meet and discuss the difference with the appropriate principal or supervisor. The Employee may be accompanied by an Association representative should they so wish.

Step 2

Failing satisfactory settlement at Step 1 or failing receipt of a decision from the supervisor or designate, within ten (10) days from the date of the meeting contemplated at Step 1, the Association may submit the grievance in writing to the **Chief Human Resources Officer** or designate within ten (10) days of the date upon which the supervisor or designate issued or is required to issue an answer. Within ten (10) days of the date of receipt of the grievance at this step, the **Chief Human Resources Officer** or designate shall meet and discuss the matter with the Association and shall advise the Association in writing of a decision within ten (10) days of such meeting.

Step 3

Failing satisfactory settlement at Step 2 or failing receipt of a decision from the **Chief Human Resources Officer** or designate, the Association may within ten (10) days of the date upon which the **Chief Human Resources Officer** or designate issued or is required to issue an answer in writing, refer the written grievance to the Chief Superintendent of Schools or designate. Within ten (10) days of receipt of the grievance at this step the Chief Superintendent of Schools or designate will meet and discuss the matter with the Association and shall advise the Association in writing of a decision within ten (10) days of such meeting.

***Wording Changed from Director of Human Resources to Chief Human Resource Officer. This will be throughout the document.**

ARTICLE 9 - WAGES AND PAY PRACTICES

- 9.06 (c) Service as a **Term** Employee will not be counted for increment purposes until such time as the Employee has established a seniority date in accordance with Article 4.01
- (f) Such service shall then be considered to date back to the Employee's date of last hire as a **Term** Employee

***Wording change from temporary to term which will continue throughout the document.**

ARTICLE 10 - HOURS OF WORK

10.01 The normal hours of work for all Full-time Employees other than Educational Assistants will be thirty-six and one-quarter (36¼) hours per week, seven and one-quarter (7¼) hours per day, Monday to Friday inclusive. The regular workday for all Full-time Employees will be, unless otherwise agreed in writing, between the hours of 6:30 a.m. to 11:30 p.m.

The following positions shall work between the hours of 6:00 a.m. to 11:30 p.m.:

Substitute Calling Clerk

Custodial Substitute Calling Clerk

School Bus Dispatcher

*The above 3 positions have been working outside the regular workday. A letter of agreement was signed between the WSD and W.A.N.T.E. allowing them to start @ 6:00 pm. With negotiations now it is being added in so that what is occurring is reflected in the collective agreement.

10.06 Employees shall work the full calendar year unless otherwise hereinafter specified.

(a) Educational Assistants, Food Coordinators, Interpreters, Child Development Lab Assistants and Clinician Assistants shall normally work the school year but shall not work when the school or classroom is closed for professional development or administration days and/or in-service purposes **unless required to do so by the Division.**

1. The work year for Educational Assistants and Food Coordinators, Interpreters, Child Development Lab Assistants and Clinician Assistants shall include the first administration day immediately prior to or subsequent to the start of the Fall term;
2. The work year for Educational Assistant A's and B's and Food Coordinators shall also include two (2) other additional professional development, administration or in-service days; and

***10.06 (a) means you may be required to work for some other reason other than PD on a No Class Day. The days referenced in subsection (a) would be additional days—more opportunity for earnings, that the Division would require an employee to work. These would not interfere with the PD days that subsections 2, on this slide and 3, on the next slide refer to.**

3. The work year of Educational Assistant C's and D's, Interpreters, Child Development Lab Assistants and Clinician Assistants shall also include three (3) other additional professional development, administration or in-service days.

Educational Assistants and Food Coordinators, Interpreters, Child Development Lab Assistants and Clinician Assistants will, in consultation with their principal, be entitled to choose the additional (2) or three (3) days that are referred to in (2.) or (3.) above.

NEW

Effective May 30, 2022

Notwithstanding 10.06 (a) 1,2 and/or 3, the Division may require Educational Assistants, Food Coordinators, Interpreters, Child Development Lab Assistants and Clinician Assistants to report to work up to five (5) working days prior to the first day of school to attend professional development. Affected employees shall be notified on or before June 30th of the days they will be required to attend professional development.

*The Division wants to plan RELATE and 1st Aid/CPR prior to the start of school rather than having us take these during the year. Their right as the employer.

They can require you to come in for that training sometime within the 5 days prior to the first day of school but you must be advised/informed before June 30. It will only be for professional development/training.

They wanted to be able call people up to 10 days prior to the first day. We fought hard for the 5 days because:

- 1.) this is training that they need to provide for mandatory requirements for jobs and it can all be done and sorted in 5 days if they plan for it.
- 2.) it would mean being recalled and then laid off again which can potentially mess with EI.

Again, the Division wanted this as a CAN do this, it doesn't mean they will do it. But YOU MUST be informed before June 30 th.

(b) Part-Time clerks shall normally work the school year plus work five (5) working days immediately preceding the first day of school.

NEW

(c) All Full-time ten (10) month clerks, Head Secretaries, Library Technicians and Computer Technicians shall normally work the school year plus report to work five (5) working days immediately preceding the first day of school. All Full-time ten (10) month clerks, Head Secretaries, Library Technicians and Computer Technicians may be required to work up to an additional five (5) consecutive working days immediately following the termination of the school year. Employees will be notified by the Superintendent of Education Services or designate on or before May 30 of each year.

***All part time clerks will only work the 5 days prior to the 1st day of school.**

All full-time clerks, Library Technicians and Computer Technicians will only work the 5 days prior to the first day of school.

With permission from Superintendent, they may work up to 5 consecutive days after June 30. Notification must be given by May 30 of each year.

We fought hard for language to be included to guarantee that this will not come out of flex time. The Division would not agree.

It is important to understand, this subsection, (c) is new language, but it does not replace or cancel out subsection (d) that remains unaltered in the collective agreement which states:

Full-time elementary school clerks and ten (10) month clerks working in combined elementary/junior high school and high schools shall normally work the school year plus up to a maximum of fifteen (15) days.

Flex time has not been lost.

ARTICLE 11 - BANKED TIME

11.01 Delete

11.02 Delete

11.03 Delete

***Banked time was for 12-month employees only. It is now gone. All extra time will now be paid as overtime which is an advantage to our members.**

ARTICLE 12 – OVERTIME

12.01 **Overtime shall be authorized time worked which exceeds the normal hours of work as defined in Article 10.**

Home Learning Assistants and Work Experience Coordinators will work a flexible schedule in accordance with past practice. Accordingly, they will only be entitled to be paid overtime on those hours that exceed thirty-six and one-quarter (36¼) hours in any particular week.

NEW

Authorization by the Principal/Manager/Supervisor must be obtained prior to the start of any overtime work except in emergency situations. The Division agrees the authorization in these emergency situations will not be unreasonably withheld. Payment for overtime worked when emergency circumstances prevent prior authorization shall be subject to a claim accompanied by an overtime authorization form filled out by the employee to their Principal/Manager/Supervisor before the end of the following workday substantiating the reason for the overtime work.

***All extra time worked will be considered Overtime. You must have prior permission before you work the time except in emergency situations.**

12.06 No Employee shall be required to take part in overnight trips unless the Division is unable to obtain agreement from enough Employees to work the trip. Overnight trip assignments shall be done as soon as possible, however, not later than one (1) month prior to the **trip**.

12.08 An Employee, subject to the approval of their supervisor, may accumulate overtime to **a maximum of thirty-six and one-quarter (36¼) hours per school year**, which accumulation of overtime may be taken as compensating time-off at a time mutually agreed upon in writing between the Employee and their supervisor. If a mutually acceptable time cannot be agreed upon within thirty (30) days of the overtime having been worked, the Employee shall be paid for their overtime at no less than the wage rate applicable when the overtime was earned, or any greater wage rate agreed to by the parties. **All accumulated overtime must be taken as time off or paid out by June 30th of each year. Accumulated overtime not taken as time off or paid out by this date shall be paid to the employee in the last pay period of the fiscal year.** The time which is to be accumulated will be equivalent to one and one-half times (1½x) or two times (2x) the hours worked in accordance with the overtime factors in this Article.

***You can only accumulate 36.25 hours of overtime per school year.**

It can not be carried over to the next year.

The word trip is bolded because there was a NOTE removed from the collective agreement that is no longer relevant.

You can use the time as time off or be paid out, but any accumulated time must be used or paid out by June 30 of each year—there is no roll over to the next year.

Banked time used to be carried out “in-house” by work location which could not be tracked. These changes make is so that these hours must be put into the system so they can be accounted for.

ARTICLE 13 - GENERAL HOLIDAYS

13.01 Add to list of holidays National Day for Truth and Reconciliation.

Delete Article 13.05, 13.07 and amend to read as follows:

13.05 If a general holiday as defined in paragraph 13.01 falls or is observed during an Employee's vacation period, the Employee will be granted an additional day's vacation for each such holiday in addition to their regular vacation time.

13.01

***The 2022/2023 School Year Calendar that has recently been provided by the Division. At the bottom of page 1: "The Province has indicated to school divisions that a decision regarding the status of September 30th (The National Day for Truth and Reconciliation) as a school holiday for the 2022/2023 school year has not yet been made. Consultations will be undertaken, and the department will notify school divisions of the outcome so that school divisions can incorporate additional changes to the school calendar as needed."**

Should this not be provincially adopted, we would get this holiday if the MOS is ratified.

10.05

***For 12-month employees ONLY - If a statutory holiday falls within your holidays, you will use one less, holiday day.**

13.05 is being replaced with a new 13.05 because the previous item is redundant because of governmental policies and therefore does not need to be in the collective agreement. This is bringing the collective agreement into compliance with best labour practices.

ARTICLE 15 – SICK LEAVE PROVISIONS

- 15.06 (a) Every Employee shall notify or cause someone on their behalf to notify the division's computerized absence reporting system as soon as practical that they are unable to report to work due to illness.

NEW

(b) Notwithstanding 15.06 (a), substitute Calling Clerks, Custodial Substitute Calling Clerks, School Bus Dispatchers and Crossing Guards will be required to notify their immediate supervisor or designate via email and/or telephone of their absence prior to the commencement of the shift (if reasonably possible) in order to ensure the operational requirements of the Division continue or to ensure appropriate educational services are provided.

***The above-named employees must contact their immediate supervisor as well as call into the Absence Management system when they will be away**

NEW

15.12 An Employee may use up to an overall maximum of three (3) days of her/his accumulated sick leave per School Year to care for a family member (as defined in the Employment Standards Code and Regulations), in the event of illness/injury or to attend to medical tests and/or medical appointments with such family member.

****NEW* - You can now attend to family members for doctor appts, tests etc. using up to 3 days of your sick time. No short leave required!! These 3 days do not replace emergency days. These are in addition to those days.**

ARTICLE 19 - BEREAVEMENT LEAVE

19.03 In the event of the death of a relative not referred to in 19.01 and 19.02 and who was not a member of the Employee's household, the Division will allow a one (1) day leave without loss of salary and an additional four (4) consecutive days' leave may be granted with loss of salary equal to the minimum rate for the Employee's classification. In the event of the death of a relative of a spouse not referred to in 19.02 who was not a member of the Employee's household, the Employee will be granted one-half (1/2) day leave without loss of salary to attend the **funeral**.

* ...is held further than 100 km from the perimeter of the City of Winnipeg. (remainder of the sentence) which becomes 19.07 which is clarified on the next slide

- 19.05 An Employee will be granted one (1) day leave without a salary deduction to act as a pallbearer or to participate in the funeral service as a soloist or in some other capacity at a funeral if the funeral is held within the City of **Winnipeg**.
- 19.07 **An employee taking leave under Article 19.03, 19.04, 19.05 or 19.06 shall be entitled to an additional one half (1/2) day leave without loss of salary if the funeral is held further than one hundred (100) kilometers from the perimeter of the City of Winnipeg.**
- 19.08 Where a ten (10) month employee's bereavement leave as detailed above commences immediately prior to or during Winter, Spring or Summer Break, the weekdays (other than statutory holidays) that fall during such breaks shall be considered to form part of the leave.
(formerly 7.3 of Appendix C,--Moved under the new article and now written into the contract)

*The sentence about allowing the extra ½ day to attend funerals outside of Winnipeg was taken out of 19.03 and 19.05 and made into its own section 19.07.

This applies to anyone other than those covered in 19.01 and 19.02 allowing the extra ½ day for travel.

The old 19.07 has been replaced with the new 19.07 regarding travel.

The old 19.07 referred to not receiving bereavement leave if the employee is absent for any reason which is standard practice and need not be in the contract.

NEW ARTICLE

ARTICLE XX - LEAVE OF ABSENCE

XX.01 Discretionary Leave Day

- a) Each employee shall be entitled to one (1) day paid discretionary leave in each vacation year based on the employee's regularly scheduled daily hours of work.
- b) Employees may carryover a maximum of one (1) day paid discretionary leave to be taken within the first 5 (five) months of the following vacation year (July 1st to November 30th)**
- c) The date for such leave shall be agreed upon between the Superintendent, Department Director or School Principal as the case may be and the employee and may not be adjacent to any holiday period **or used for the purpose of extending vacation and/or break periods.**
- d) Requests must be submitted in writing, in advance, on the Division Short Leave Request Form.
- e) In order for an employee to qualify for the discretionary leave day, the employee must have or will likely be employed for more than 120 full or partial consecutive days during the vacation year. Employees who are employed for more than 120 full or partial consecutive days over 2 vacation years shall be entitled to one (1) day.

(formerly 7.2.21 of Appendix C) Moved under the new article and now written into the contract.

***Moved from Appendix C and the Letter of Understanding and is not yet numbered.**

This is not Article 20. This does not replace Article 20 which is Compassionate Care leave which follows Employment Standards of Manitoba.

(b) is new! Members may carry over 1 DISC day for the first 5 months of the following vacation year. This was a huge fight. The Division wanted all of Appendix C gone without giving anything. We felt they must give something for taking away so much. This is a small win, but it is a win.

(c) is standard language. Members can always ask for special permission to have these days to be attached to various vacation or break periods.

XX.03 Notification - Religious Holy Leave:

(a) **Employees may request up to** three (3) days per year through either time off in lieu of Easter, the last Monday in March, Christmas Day or Boxing Day or a mutually agreed to alternate arrangement. Requests for religious holy leave shall be governed by the procedure below.

(formerly 7.2.4 of Appendix C) Moved under a new article and now written into the contract.

***Moved from Appendix C**

This is the responsibility of the employee to request every year. The Division does not do this automatically just because it was requested the year before

- (b) Employees requiring religious holy leave prior to October 15 shall provide the Division with ten (10) working days notice in writing.
- (c) Employees requiring religious holy leave after October 15 shall provide notice of all leave required that school year by September 30.
- (d) Employees commencing employment with the Division at a time other than the start of the school year and who require religious holy leave, shall provide the Division with written notice of their requirements within ten (10) working days of commencing active employment.
- (e) Where appropriate notice has not been given to the Division, the Division shall provide religious holy leave days and that leave, at the Division's discretion, may be:
 - (i) with pay; or
 - (ii) regular salary less minimum rate for the employee's classification in the case of non-teaching employees; or
 - (iii) with a full deduction of salary for the day.

(formerly 7.4 of Appendix C) Moved under the new article and now written into the contract

***No Wording changes, just location within the MOS changed.**

XX.04 Court Appearances

Employees will be granted leave without deduction of salary for court appearances if the employee is subpoenaed by the Crown to be a witness in a court action or is summoned for jury duty, provided however, the employee shall remit to the Division any remuneration which the employee may receive because of an appearance in court as a witness or as a juror.

(formerly 7.10 of Appendix C) Moved under a new article and now written into the contract

XX.05 Citizenship Leave

Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian Citizen.

(formerly 7.11 of Appendix C) Moved under a new article and now written into the contract

**No Wording changes, just location within the MOS changed*

We fought to have these added because we didn't want members unable to take leave to complete his/her/their citizenship ceremony.

XX.06 Quarantine Leave

If an employee is required to quarantine at their place of residence, the employee will be granted up to five (5) days.

(formerly of Appendix C—LOU Personal Business Leave 1.16) Moved under a new article and now written into the contract

XX.06 Graduation Leave

Employees will be granted leave up to one (1) day to attend a high school graduation of an immediate family member.

(formerly of Appendix C—LOU Personal Business Leave 1.4) Moved under a new article and now written into the contract

**Moved into the collective from Appendix C. No wording changed just location within the collective.*

We fought to have these added because we didn't want members unable to attend their child(ren)'s high school graduation if it fell on June 30—because a DISC cannot be used on June 30th.

ARTICLE 21 – JURY DUTY

21.01 Any Employee of the Division who is called to perform jury duty shall be paid the difference between their salary and the payment received for each day, partially or wholly, spent in performing such jury duty up to a maximum of five (5) working days per year and provided that the employee otherwise would have been scheduled to work for the Division on such day or days. The Employee of the Division shall make a claim for jury duty pay, in writing, to the **Chief Human Resources Officer** or designate on a short leave request form and the Employee shall present proof of service and the amount of payment received.

***Name change from Director of Human Resources to Chief Human Resource Officer. This will be reflected throughout the document.**

ARTICLE 22 – LONG SERVICE LEAVE

22.01 An Employee will be entitled to twenty (20) working days leave of absence with pay in addition to their regular annual vacation after twenty-five (25) years of continuous service with the Division. Such leave may be taken at a time to be mutually agreed upon by the Employee and the Division.

Long Service Leave shall not be granted to extend the time off for Winter, Spring or Summer breaks, except as may be approved by the Chief Human Resources Officer.

Long service leave may also, if the Employee so wishes, be accumulated and paid out at their then current rate at the time of the Employee's retirement.

*****With permission Long Service leave can be attached to the breaks. *** You can always ask. There is paperwork that needs to be submitted with this type of request, but it can and has been done in the past.**

ARTICLE 25 - LAY-OFFS AND RECALLS

25.01 In the event of a lay-off, Employees other than **Term** Employees shall be laid off as follows:

25.01 (f) The foregoing shall not apply where an Employee, whose job it is to attend to one specific student, is laid off prior to the end of the term because their position is no longer required and there are no other educational assistant positions being filled by **Term** Employees that the Educational Assistant could otherwise perform. Such Employees shall however be entitled to be recalled in accordance with Article 25.03. Where the Employee has not been recalled prior to the end of the school year, they shall be assigned a position at the start of the next school year, provided that the Employee has the necessary seniority and is able to perform the work in question.

25.02 The Division shall notify Employees who are to be laid off fifteen (15) working days prior to the effective date of the lay-off and will provide, if possible, an estimate of the expected duration of the lay-off. If an Employee has not had the opportunity to 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 shall not be required to give fifteen (15) working days notice where an Educational Assistant's additional temporary assignment for busing or lunch is discontinued by reason of the student no longer being enrolled in the school. **For all other additional temporary assignments, the Division shall provide five (5) working days notice prior to discontinuing the term.**

*The Division is not required to give notice when temporary assignments for busing or lunch are discontinued for the reason that the student is no longer enrolled in the school. Now they will have to give 5 days notice if any other temporary assignments end.

25.03 All Employees who are laid off, other than **Term** Employees, shall be placed on a recall list, with 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 most senior Employee is able to perform the work required in the position to be filled.

Where there are Employees on lay-off who are able to fill vacant positions, the position shall be filled by way of recall and not pursuant to Article 26 - Job Posting.

ARTICLE 26 - JOB POSTINGS

26.01 All vacancies which fall within the scope of this Agreement shall be posted electronically for at **least** five (5) working days. Notwithstanding the foregoing, the Division will not be required to post temporary positions where, at the outset, it is expected that the temporary position will be of less than six (6) months duration.

*“least” was added. It did not make sense because the word “less” was in its place.

ARTICLE 27 - CREDIT FOR PAST EXPERIENCE ON RETURN TO SERVICE

27.01 An Employee, other than a **Term** Employee, who voluntarily resigns their position and returns to the service of the Division more than one (1) year after having resigned their position will be given credit on the salary schedule for past experience equal to their number of years of consecutive service immediately preceding their returning to the service of the Division less one-half (1/2) of the number of years that they were out of the Division's service during the period immediately prior to their re-employment by the Division.

ARTICLE 28 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

28.01 An Employee who submits a written request to the **Chief Human Resources Officer** or their designate may review their personnel file in the possession of the Division as it relates to their employment with the Division.

ARTICLE 33 - RESOLUTIONS AND REPORTS OF THE SCHOOL BOARD

33.01 Delete

***No longer relevant**

All available online

ARTICLE 47 - MATERNITY LEAVE

47.01 General

- (a) An employee who is pregnant is eligible for maternity leave in accordance with the Manitoba Employment Standards Code. Every effort will be made by the Division in conjunction with the employee's attending physician to protect the health and safety of the pregnant employee.
- (b) Employees must submit an application in writing for maternity leave at least four (4) weeks before the date specified in the application as the day the leave is to commence.
- (c) Employees must provide the Division with a certificate from a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of delivery.
- (d) Maternity leave shall consist of a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate referred to in 47.01 c).
- (e) Maternity leave shall consist of a period, of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate referred to in 47.01 c).and the actual date of delivery, if the delivery occurs after the date specified in the certificate.

(formerly 1.1 of Appendix C) Now written within the contract under its own Article.

***The following Articles have been taken out of Appendix C and moved into the collective agreement. This is important because should they remain as an Appendix or a Letter of Understanding, they are essentially a WSD policy which can be changed without consultation with the union. Moving them into the collective agreement means the Division must negotiate the removal or any changes to these Articles.**

47.02 Commencement and Termination Dates of Leave

- (a) Maternity leave granted to an employee in accordance with 47.01 shall commence no earlier than seventeen (17) weeks preceding the date specified in the certificate referred to in 47.01 c) and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- (b) An employee may terminate the maternity leave earlier than the day set out in 47.02 a) by giving written notice *not less than* one pay period prior to day the employee wishes the leave to terminate.

(formerly 1.2 of Appendix C) Moved under the new article.

47.03 Special Leave Related to Pregnancy

An employee who does not submit an application for maternity leave in accordance with clause 47.01 b)., but who except for the non-compliance with that clause would have been eligible for maternity leave, is entitled to and shall be granted leave consisting of:

- (a) such period or periods within the seventeen (17) weeks immediately preceding the estimated date of delivery as certified by a duly qualified medical practitioner, if the Division is provided with a certificate from a duly qualified medical practitioner stating that during the period or periods mentioned in the certificate the employee:
 - (i) was incapable of performing the normal duties of employment, or
 - (ii) will be incapable of performing the normal duties of employment, by reason of a medical condition that is or was directly attributable to their pregnancy;
- (b) such further period granted under 47.03 a). when added to the leave granted under clause 47.03 (a) will not exceed the amount of maternity leave to which an employee is entitled.

(formerly 1.3 of Appendix C) Moved under the new article.

47.04 Special Entitlement to Leave

An employee who does not apply for maternity leave under subsection 47.01 b) or 47.03 a) shall be granted leave for a period not exceeding the period of maternity leave to which they are entitled under subsection 47.01 d) or 47.01 e).

(formerly 1.4 of Appendix C) Moved under the new article

47.05 Limitation

Notwithstanding anything contained in subsections 47.03 and 47.04, leave granted to an employee under any of those subsections shall terminate no later than seventeen (17) weeks following the actual date of delivery.

(formerly 1.5 of Appendix C) Moved under the new article

47.06 Supplemental Employment Benefit Plan (Maternity)

- a) An employee taking maternity leave pursuant to this section shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time the leave was taken, this pay to include any benefits received from Human Resources Development Canada (HRDC) to a Supplemental Employment Benefits (SEB) Plan.
- b) With respect to the period of maternity leave, payments made according to the SEB Plan will consist of the first seventeen weeks as follows:
 - (i) For the first two weeks (waiting period) payment equivalent to ninety percent (90%) of gross salary, and
 - (ii) For up to the next immediate 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 gross salary.
- c) Where an employee intends to take additional leave, that employee must commence the leave immediately *following* expiry of the maternity leave without a return to work after the expiry of the maternity leave.
- d) An employee taking additional leave is entitled, provided the terms and conditions of the Master Policies so provide, to prepay the cost of such benefit plans for the duration of the leave. Where the employee prepays the cost, such payment will include both the employee's and Division's share of the costs.

- (e) The HRDC start date for the maternity leave waiting period is the start date for which an employee is eligible for payment under this section.
- (f) For ten (10) month employees where any portion of the seventeen (17) weeks of maternity leave falls during the summer break, winter break, spring break or any other period when the employee is not earning salary, the employee is not entitled to receive top-up benefits for that portion of the maternity leave.
- (g) Subject to the qualifying period being met where an employee has commenced maternity leave prior to the adoption of this policy and a portion of the first seventeen (17) weeks falls after that date, the employee shall be entitled to receive the paid maternity leave benefit for that portion (if any) of the first seventeen (17) weeks of maternity leave that falls after the date of adoption of the policy.
- (h) A specific application or registration for a SEB Plan is not required. The only requirement from HRDC is that the comment section of the Record of Employment confirm that the conditions of Section 38 of the Employment Insurance Regulations are met.
- (i) Employees must be regular full time or part time employees (not term/temporary) of the Division during the period when maternity leave benefits may be paid by the Division in order to be eligible to receive those payments.

- (j) The qualifying period of seven (7) consecutive months in the employ of the Division must be served as per the Employment Standards Code in order to qualify for any Supplemental maternity leave payment. 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 which occurs after the completion of the seven (7) month qualifying period.
- (k) The Division requires each employee on maternity leave, to provide a copy of the letter from HRDC that confirms their approval with effective dates for maternity benefits in order to calculate benefits accurately.
- (l) Employees not eligible for maternity leave benefits from HRDC shall not be eligible for the Supplemental Benefit Plan.
- (m) Should payments to employees be required prior to receipt of the statement from HRDC, an estimate of the entitlement will be made with an adjustment made following receipt of the statement.

(formerly 1.6 et al of Appendix C) Moved under the new article

47.07 Parental Leave (Maternity)

- (a) An employee who becomes the natural mother of a child is eligible for parental leave without pay.
- (b) Employees must submit an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day the leave is to commence.
- (c) Employees taking parental leave in addition to maternity leave must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave.
- (d) Parental leave shall consist of a period not exceeding thirty-seven (37) consecutive weeks.
- (e) An employee who gives less notice than specified in 47.07 b) shall be eligible for a period of parental leave of thirty-seven consecutive weeks less the number of days by which the notice given is less than four weeks.
- (f) An employee may terminate the parental leave earlier than the date set out in 47.07 d) or 47.07 e) by giving written notice not less than one pay period prior to the day the employee wishes the leave to terminate.

(formerly 1.7 of Appendix C) Moved under the new article.

Reinstatement of Employee

47.08 An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

(formerly 1.8 of Appendix C) Moved under the new article

Employment Deemed Continuous

47.09 For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with 47.01 and 47.07 employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

(formerly 1.9 of Appendix C) Moved under the new article

Additional Personal Leave for Staff

47.10 Additional personal leave following parental leave may be granted to an employee provided mutually satisfactory agreement can be concluded between the Division and the employee.

(formerly 1.10 of Appendix C) Moved under the new article

Authorization for Leave

47.11 The Chief Superintendent or designee is authorized to grant leaves in accordance with the Maternity Leave section, with the exception that additional leave requested in accordance with 47.10, shall require approval of the Board.

(formerly 1.11 of Appendix C) Moved under the new article

ARTICLE 48 - PARENTAL LEAVE (SPOUSAL)

48.01 General

- (a) An employee who has become the natural father of a child or whose common law spouse becomes the natural parent of a child, or who assumes actual care and custody of their common law spouse's newborn child is eligible for parental (spousal) leave without pay in accordance with the Manitoba Employment Standards Code.
- (b) Employees must submit an application in writing for parental leave (spousal) at least four (4) weeks before the date specified in the application as the day the leave is to commence.
- (c) Parental Leave (spousal) shall consist of a period not exceeding thirty-seven (37) weeks subject to 48.01 d), 48.02 a) and 48.02 b) following.
- (d) An employee who gives less notice than specified in 48.01 b) shall be eligible for a period of parental leave (spousal) of thirty-seven consecutive weeks less the number of days by which the notice given is less than four weeks.

(formerly 2.1 of Appendix C) Moved and made into a new article

Commencement and Termination of Leave

- 48.02 (a) Parental leave (spousal) shall commence no later than the first anniversary date of the birth of the child or of the date on which the child comes into the actual care and custody of the employee.
- (b) An employee may terminate the parental leave (spousal) earlier than the date set out in 48.01 c) or 48.01 d) by giving written notice *not less than* one pay period prior to the day the employee wishes the leave to terminate.

(formerly 2.2 of Appendix C) Moved under the new article

Reinstatement of Employee

48.03 An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

(formerly 2.3 of Appendix C) Moved under the new article

Employment Deemed Continuous

48.04 For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of the leave shall be deemed to be continuous with employment before the commencement of the leave.

(formerly 2.4 of Appendix C) Moved under the new article

Additional Personal Leave

48.05 Additional personal leave may be granted to an employee provided a mutually satisfactory agreement can be concluded between the Division and the employee.

(formerly 2.5 of Appendix C) Moved under the new article

Authorization for Leave

48.06 The Chief Superintendent or designee shall be authorized to grant leaves in accordance with the Parental Leave (Spousal) Section, with the exception that additional leave requested in accordance with 48.05 shall require approval of the Board.

(formerly 2.6 of Appendix C) Moved under the new article

ARTICLE 49 - ADOPTIVE LEAVE

49.01 General

- (a) An employee who has adopted a child is eligible for adoptive leave in with the Manitoba Employment Standards Code.
- (b) Employees must submit an application in writing for adoptive leave at least four (4) weeks before the day specified in the application as the day the leave is to commence.
- (c) Adoptive leave shall consist of a period, not exceeding thirty-seven (37) weeks subject to 49.01 d), 49.02 a) and 49.02 b).
- (d) An employee who gives less notice than specified in 49.01 b) shall be eligible for a period of adoptive leave of thirty-seven (37) consecutive weeks less the number days by which the notice given is less than four weeks.

(formerly 3.1 of Appendix C) Moved and made into a new article

Commencement and Termination of Leave

- 49.02 (a) Adoptive leave shall commence no later than the first anniversary date of the adoption of the child or of the date on which the child comes into the actual care and custody of the employee.
- (b) An employee may terminate the adoptive leave earlier than the date set out in 49.01 c) or 49.01 d) by giving written notice not less than one pay period prior to the date the employee wishes the leave to terminate.

(formerly 3.2 of Appendix C) Moved under the new article

Supplemental Employment Benefit Plan (Adoptive)

- 49.03(a) An employee shall be entitled to receive pay for the period of leave up to ten (10) 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 HRDC to a SEB Plan. The implementation of this clause is subject to the successful arrangement of a SEB Plan with HRDC.
- (b) In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the first ten (10) weeks as follows:
- (i) for the first two (2) weeks (waiting period), payment equivalent to their ninety percent (90%) of gross salary, and
 - (ii) for up to the next immediate eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety (90%) of their gross salary.
 - (iii) Where the employee intends to take additional leave, the employee must commence the leave immediately on expiry of the adoptive leave without a return to work after expiry of the adoptive leave.
 - (iv) such payment from the employee will include both the Division and employees' share of the costs.

▶ *(formerly 3.3 et al. of Appendix C) Moved under the new article*

- (v) The HRDC start date for the adoptive leave waiting period is the start date for which an employee is eligible for payment under this section.
- (vi) For ten (10) month employees where any portion of the ten (10) weeks for adoptive leave top-up falls during the summer break, winter break, spring break, or any other period for when the employee is not earning salary, the employee is not entitled to receive adoptive leave benefits pursuant to this Article for that portion of the adoptive leave period.
- (vii) Subject to the qualifying period being met, where an employee has commenced adoptive leave prior to the date of adoption of this policy, and a portion of the first ten (10) weeks falls after that date, the employee shall be entitled to receive the paid adoptive leave benefit for that portion (if any) of the first ten (10) weeks of adoptive leave that falls after the date of adoption of the policy.
- (viii) A specific application or registration for a Supplementary Employment Benefits Plan is not required. The only requirement from (HRDC) is that the comment section of the Record of Employment confirm that the conditions of Section 38 of the Employment Insurance Regulations are met.
- (ix) Employees must be regular full or Part-time Employees (not term/temporary) of the Division during the period when adoptive leave benefits may be paid by the Division in order to be eligible to receive those payments
- (x) The qualifying period of seven (7) consecutive working months in the employ of the Division must be served, as per the Employment Standards Code, in order to qualify for any adoptive leave payment. For greater certainty, should an employee fail to serve the full qualifying period prior to the start of the adoptive leave, then that employee shall be eligible to receive adoptive leave benefits only for that portion of the ten (10) weeks which occurs after the completion of the seven (7) month qualifying period.

(formerly 3.3 et al. of Appendix C) Moved under the new article

- (xi) The Division requires, from each employee on adoptive leave, a copy of the letter from HRDC that confirms their approval with effective dates for adoptive benefits in order to accurately calculate their entitlement.
- (xii) Employees not eligible for adoptive leave benefits from HRDC shall not be eligible for the Supplemental Employment Benefit Plan.
- (xiii) If both adoptive parents are employed by the Division only one employee shall be eligible for the Supplemental Employment Benefit Plan.
- (xiv) 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 receipt of the Statement.

(formerly 3.3 et al. of Appendix C) Moved under the new article

49.04 Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

(formerly 3.4 of Appendix C) Moved under the new article

49.05 Employment Deemed Continuous

For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of the leave shall be deemed to be continuous with employment before the commencement of the leave.

(formerly 3.5 of Appendix C) Moved under the new article

49.06 Additional Personal Leave

Additional personal leave may be granted to an employee provided a mutually satisfactory agreement can be concluded between the Division and the employee.

(formerly 3.6 of Appendix C) Moved under the new article

49.07 Authorization for Leave

The Chief Superintendent or designee shall be authorized to grant leaves in accordance with the Adoptive Leave Section, with the exception that additional leave requested in accordance with Section 49.06 shall require approval of the Board.

(formerly 3.7 of Appendix C) Moved under the new article

ARTICLE 50 – LOAN OF SERVICE

- 50.01 Loans of service of Division employees may be granted by the Board of Trustees for a period not to exceed three (3) years to be approved on an annual basis.
- 50.02 Loans of service will only be granted for employment with public organizations, government departments, or service as an executive member on the local employee group.
- 50.03 For the purpose of calculating pension, seniority and other benefits for the employee for whom the loan of service has been granted, employment shall be deemed as continuous.
- 50.04 An employee who wishes to resume employment on the expiration of the loan of service granted in accordance with this section is guaranteed a position upon return in the same or comparable classification with not less than the same wages and benefits.
- 50.05 Loans of service may be granted for employment with an employee group with which the Division has a collective agreement.

(formerly 9 of Appendix C) Moved under the new article

LETTERS OF UNDERSTANDING

RE: Paid In-service Days - Newley Hired Educational Assistants and Food Coordinators—RENEWED

~~RE: Parenting Leave~~—No longer a LOU but part of the collective agreement.

*This has not been deleted but moved into the collective agreement

RE: Annual Vacation - Vacation Year—RENEWED

RE: Breaks for Educational Assistants—RENEWED

RE: Article 10.06 a) i.2 and 10.06 a) 1.3—Administrative/In-service Days—RENEWED

~~RE: Paid Discretionary Leave~~ No longer a LOU but part of the collective agreement

*This has not been deleted but moved into the collective agreement

The following Letters of Understanding have amendments:

RE: Reduction of Hours and Posting of Term Positions

RE: Personal Business Leave

LOU Re: Reduction of Hours and Posting of Term Positions

1. In an effort to minimize the possibility of reduction in employees' hours of work, and in order to adopt a method of effecting any required reductions, the Division shall not be required to post **Term** positions that either become vacant or are created after November 1 of any particular school year. For the purpose of this clause, the term "**Term** position" shall refer to any **Term** position that is not expected to last beyond the end of the school year in which it is being posted.
2. In the event that the Division finds it necessary to reduce employee hours, then the Division will proceed as follows:
 - (a) The employee who would be directly affected will be given the option of accepting the reduced hours. If they decline to accept such reduced hours, then the reduced assignment will be offered to the least senior employee who is within that classification and within that school. For the purposes of this clause, the phrase "least senior" will be determined on the basis of seniority within the Division rather than within the school.
 - (b) If the least senior employee does not accept the reduced assignment, then they will be moved to another available position within the Division. For the purpose of this clause, such position is one that is in the same classification and has the same or greater number of hours.
 - (c) In the event that two or more employees are being moved to other available positions in accordance with the preceding clause, then they shall be placed in positions within their classification on the basis of their Divisional seniority.
 - (d) The Division will endeavour to allow affected employees to restore their hours prior to hiring others to fill comparable positions.
 - (e) The Division will not affect any lay offs (including any reductions in hours other than on a case- by-case basis) without first engaging in meaningful consultation with the Association.

LOU RE: Assignment of Extra Duties

When assigning extra duties within the school, the Administrator will advise the Educational Assistant staff, that have the qualifications required, that there is additional time available and if the employee wishes to have the extra duties assigned to them, they must indicate so, in writing, to the Administration by April 30th of that school year.

When determining who will be assigned the extra duties, the Administrator shall take into consideration the following factors:

- ▶ Who has the skill set to work with that particular student(s) for the additional time;
- ▶ Who will be working one-on-one with the student to whom the additional time has been assigned (if the additional time is attached to a one-on-one student);
- ▶ The attendance/reliability of the Employee(s) being considered for the additional duties;
- ▶ Whether or not the Employee has any restrictions that would prohibit them from performing the duties required within the additional time, based on the *bona fide* occupational requirements of the position; and/or
- ▶ Seniority of the individuals. Seniority is determined as seniority within the Division as indicated on the Seniority list published in February of each school year.

NOTE: EMPLOYEES ASSIGNED EXTRA BUSSING DUTIES SHALL CONTINUE TO FOLLOW SCHOOL BASED SUBSTITUTE PRACTICES

***Whatever practices are in your school to cover bus duties is what you need to follow**

LOU RE: Paid Discretionary Leave

This LOU is renewed and will be effective until Date of Ratification. Upon Ratification, the new Article XX Leave of Absence will take effect.

LOU RE: Leave of Absence

1. Support Staff who have not completed one (1) year of service will not be granted leave of absence in accordance with Section 5.2, except for illness.
2. Support Staff who have completed one (1) year of service may be granted leave of absence for a period of one (1) year with subsequent extensions to a maximum of three (3) years for reasons deemed appropriate by the Division.
3. **Conditions for Leave**
 - 3.1 Employees granted leave under this section are guaranteed a position upon return, but not necessarily the same position occupied prior to the leave or a position in the same classification.
 - 3.2 Employees returning from leave into a position of lesser classification shall receive salary according to the scale for the lower classification.
 - 3.3 Employees placed in a position of lesser classification upon return from leave shall be given preference for placement into the first position which becomes available in their former classification.
4. **Authorization for Leave**

The Chief Superintendent or designee shall be authorized to grant leaves in accordance with this section, with the exception that leave requested for a period beyond twenty (20) weeks shall require approval of the Board.

(formerly 5.1 to 5.4 of Appendix C)

LOU Re: Personal Business Leave

This letter of understanding shall expire and shall become null and void and have no effect on the date of ratification.

The Chief Superintendent or designee shall be authorized to grant short leave of absence to support staff in accordance with this section as follows:

~~1.1 Writing exams for university standing.~~

~~Allow one-half (1/2) day per exam up to two (2) exams. For three (3) or more exams (half-days) deduct excess at minimum rate.~~

~~1.2 Studying for exams.~~

~~Deduct full salary.~~

~~1.3 University or Community College Convocation:
-own.~~

~~Allow one (1) day in town; excess at minimum rate.~~

~~-immediate family.~~

~~Allow one (1) day; excess at full salary.~~

1.4 Graduation (High School):
-immediate family.

Allow up to one day. KEEP

~~1.5 To attend a convention or meeting of an organization with a program relevant to the employee's position, with the prior approval of the Superintendent.~~

~~1.6 To deliver an address before an educational body.~~

~~1.7 Approved absence which involves financial recompense for an employee.~~

~~1.8 Adjudicating at festivals, etc.~~

~~1.9 Public Service Meetings:
-council, school board, etc.~~

~~1.10 Musical Festival (own performance).~~

~~Allow up to five (5) days.~~

~~Allow.~~

~~Amount of recompense may be deducted.~~

~~Deduct at minimum rate.~~

~~Deduct at minimum rate.~~

~~Deduct at minimum rate.~~

~~1.11 Participation in sports:~~

~~— for employees participating in league, league championship, zone or round robin play, Invitational meets or qualifying competitions~~

~~Deduct at full salary.~~

~~- for employees selected as representatives of the city in semi-final or final provincial competition~~

~~Deduct at minimum rate.~~

~~- for employees selected by Sports Manitoba as representatives of the Province participating in semi-final or final National competition.~~

~~Allow.~~

~~- for employees selected to be members of National teams of Canada competing in International competition.~~

~~Allow.~~

~~*Note:* The above shall include both competitors and coaches. However coaches receiving recompense for days allowed by the Division shall reimburse the Division the amount of the recompense.~~

~~- other approved requests (eg. officiating).~~

~~Deduct at full salary.~~

~~Note: Leaves approved in accordance with section 1.15 shall not exceed five (5) days in total in any school year.~~

~~1.12 Wedding:~~

~~-own-~~

~~Deduct up to three (3) days at minimum rate. Permission may be granted for up to five (5) days except in weeks when a holiday occurs, deduct fourth (4th) and fifth (5th) days at full salary.~~

~~-immediate family-~~

~~In town one-half (½) day at minimum rate, out of town one (1) day at minimum rate. Deduct at full salary for excess.~~

~~1.13 Birth of an employee's child resulting from that employee's spouse or common law spouse's pregnancy.~~

~~Allow one (1) day. This entitlement ceases two (2) days after the spouse or common law spouse is discharged from the hospital.~~

~~Adopting a child.~~

~~Allow one (1) day.~~

~~1.14 Moving.~~

~~Deduct full salary.~~

~~1.15 Approved late return from travel (or early departure).~~

~~Deduct full salary.~~

1.16 For quarantine of place of residence.

Allow up to five (5) days. KEEP

~~1.17 The Chief Superintendent has authority to Grant leave in other special circumstances for up to one (1) day with no deductions from salary or with deduction of minimum rate or full salary.~~

~~2.0 Extension of Vacation/Holiday~~

~~— Personal Business leave as identified in Section 1 shall not be granted for the purpose of extending vacation, break periods or holiday time.~~

~~3.0 Deduction Definitions~~

~~— For the purposes of section 1, "Minimum rate" means the minimum schedule rate for the employee's classification. "Allow" means no deduction of salary.~~

~~4.0 Leave Request~~

~~4.1 Employees are required to complete "Request for Short Leave of Absence Forms" and secure permission from the Division prior to taking any such leave, except in emergency situations.~~

~~4.2 In emergency situations, the employee shall report to his/her supervisor at the earliest opportunity.~~

~~5.0 Reporting Leaves~~

~~— Principals or supervisors shall report reasons for absences for personal business in the "remarks" column of the salary report.~~

If you agree with these changes then Vote YES.

If you do not agree with these changes then Vote NO.

A no vote means we will strike because in 2019 the Memorandum of Settlement was not ratified. We have been negotiating since that time. If the vote is no, there will be no going back to the negotiating table, we will submit the required 10 days notice to strike. We must give the Division 10 days notice, **BUT THAT DOES NOT MEAN WE MUST STRIKE ON THE 11TH DAY.** We will be mindful of Spring Break.

The Memorandum of Settlement will be ratified if 50% plus one (1) of the entire membership votes to accept.