

Collective Agreement

between

Winnipeg School Division

and

**Manitoba Government and General Employees' Union
Local 460**

July 1, 2024 to June 30, 2028

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Salary Schedule 66

July 2, 2024 – 3.00% GWI with \$0.50 market adjustment all classifications

July 1, 2025 – 3.00% GWI

July 1, 2026 – 2.90% GWI + \$1.00 market adjustment all classifications

July 1, 2027 – 2.50% GWI + \$0.50 market adjustment all classifications

*All changes appear in **bold**.

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*All changes appear in **bold**.

This Agreement made and entered as of this 3rd day of November, 2025

between

Winnipeg School Division
(hereinafter referred to as the "Division")

of the first part

and

Manitoba Government and General Employees' Union
(Hereinafter referred to as the "Union")

of the second part.

Preamble

WHEREAS it is the intention and purpose of the parties to this Agreement to promote **workforce** peace and harmony, to improve the working relations between the Division and the members of the **Union**, to establish acceptable provisions to facilitate the peaceful **resolutions** of all grievances and disputes between the parties and in general advance the efficiency and the mutual interests of the parties to this Agreement;

AND WHEREAS the Division and the **Union** have agreed to enter into a Collective Agreement containing the following terms and conditions,

NOW THEREFORE the Division and **Union** agree as follows:

Article 1 Application of Agreement

- 1:01 The Division recognizes the **Manitoba Government and General Employees Union** as the sole and exclusive bargaining agent for all Employees of the Division. **This Agreement shall apply to those Employees within the Bargaining Unit defined by certificate No. MLB-7483 issued by the Manitoba Labour Board dated September 26, 2023.**
- 1:02 The **Union** recognizes the responsibility imposed upon the Division to provide instruction and training to students attending classes in the Division.

Article 2 Management Rights

- 2:01 Subject to the terms of this Collective Agreement, the **Union** recognizes that it is the exclusive function of the Board of Trustees, either directly or through their appointed officials, to manage, direct and conduct the affairs of the Division, and without in any way limiting or affecting the generality of the foregoing, to maintain order, discipline and efficiency, and to extend or curtail operations, determine the size of and direct and allocate the work of the workforce and to hire, promote and discipline Employees, provided that the exercise of such rights is consistent with the terms of the Collective Agreement.
- 2:02 The Division agrees to exercise its management rights and the terms of this Agreement reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 2:03 No Employee shall be disciplined or discharged **without** just cause.
- 2:04 No Employee shall enter into any separate agreement which conflicts with the provisions hereof.

Article 3 No Discrimination

- 3:01 The parties hereto agree that there will be no discrimination by either party to this Agreement **on the basis** of age, sex, marital status, race, creed, colour, national origin, political or religious affiliation or by reason of membership or non-membership in the **Union, or any other characteristics as referred to in the Manitoba** Human Rights Code.
- 3:02 The Division and the **Union** jointly affirm that every Employee in the work force shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the Division and the **Union** do not and will not condone any improper behaviour on the part of any person which would jeopardize an Employee's dignity and well-being or undermine work relationships and productivity.

Article 4 Definition

4:01 For the purposes of this Agreement, the following definitions will apply:

- (a) An “Employee” shall mean any person employed by the Division within the scope of this Agreement.
- (b) A “Full-time Employee”, other than an Educational Assistant, is one who regularly works the hours of work specified in Article **9:01**. For the purposes of the Pension Plan for Employees other than teachers, a Full-time Employee shall be as defined within the Pension Fund By-law No. 1017 and associated amendments.
- (c) A Full-time Employee who is an Educational Assistant is one who regularly works twenty-seven and one-half (27½) or more hours per week.
- (d) A “Part-time Employee” is one who regularly works less than the daily or weekly hours of work prescribed in Article **9:01**. For the purposes of the Pension Plan for Employees other than teachers, a Part-time Employee shall be as defined within the Pension Fund By-law No. 1017.
- (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 **in the same assignment**, shall become a Term Employee. **When an Employee is absent on an approved leave of absence, the total time of the approved leave extends the duration of the thirty (30) day requirement. The Employer may appoint an Employee into a term at any time during these thirty (30) days.**
- (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:
 - (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
- (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/**parental** leave of absence.

4:02 A Term Employee **may** 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 **just** cause.

4:03 A Term Employee shall have no seniority rights but will have all other rights and privileges under this Agreement.

4:04 A Term Employee who has been employed by the Division for twenty (20) consecutive months shall become a Permanent Employee **in their current classification and hours excluding transportation. Their seniority date shall be as of their initial date of hire of continuous employment. Such conversions shall be confirmed within forty-five (45) days following the twenty (20) months.**

4:05 Consecutive employment shall not be considered to be broken by reason of Winter, Spring or Summer break **or for approved absences.**

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 temporary 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.

Article 5 Probationary Employees

5:01 A Probationary Employee is a newly hired Full or Part-time Employee who has not completed one hundred and twenty (120) full or partial days of paid employment from the date of last hire, exclusive of vacation or paid Leave of Absence. During such probationary periods, Employees shall be entitled to all and any privileges of the Agreement but the Division may in its sole discretion, retain or dismiss an Employee during the probationary period, and such dismissal shall be deemed to have been for just cause and as such shall not be subject to the grievance and arbitration procedure. After completion of the probationary period, seniority shall be effective from the date of last hire.

The Division may, provided it has the agreement of the **Union** and the Employee affected, extend the probationary period for a further period not to exceed sixty (60) working days. The Division shall, as soon as possible thereafter, provide the **Union** and the Employee concerned with a confirming letter setting forth the terms of the Agreement.

Article 6 Grievance and Arbitration Procedure

6:01 The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work. **Nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures, without prejudice to their respective positions.**

6:02 **It is the desire of the parties to resolve complaints through discussion before a written grievance is initiated. The aggrieved Employee shall have the right to have a representative present at such a discussion.**

- 6:03 **“Days” referred to in the Article are days excluding Saturdays, Sundays and Holidays.**
- 6:04 **Unless otherwise agreed to by the parties, hearings shall be held at all steps of the Grievance and Arbitration Procedure and further the grievor shall be entitled to have a representative(s) of their choice present provided it doesn’t contribute to an unreasonable delay.**
- 6:05 **A grievance shall not be deemed to be invalid or defeated by reason of technical irregularity.**
- 6:06 **The grievor or representative may clarify the written description of the grievance at any step, providing the substance of the grievance is not changed.**
- 6:07 **Upon receipt of a grievance, the Division will acknowledge receipt by way of email confirming the date received.**
- 6:08 In the case of the dismissal or suspension of an Employee, the grievance shall be presented in writing within ten (10) days of the date of the suspension or dismissal and shall be commenced at Step 2 of the Grievance Procedure and thereafter the time limits specified for the remaining steps shall apply.
- 6:09 **Step One**
- (a) Within ten (10) days after the date upon which the Employee or the Union became aware of the circumstances giving rise for a grievance, the Union shall submit the written grievance to the Assistant Superintendent of Staff Support & Relations.**
 - (b) Within ten (10) days from the date the grievance was received and/or discussed between the parties, the decision of Step One shall be provided in writing to the Union and grievor (if applicable).**
- 6:10 **Step Two**
- (a) Failing satisfactory settlement at Step One, the grievance shall, within ten (10) days from the date the reply was received at Step One, be submitted in writing to the Superintendent.**

(b) **Within ten (10) days from the date the grievance was submitted/presented, the decision of Step Two shall be provided in writing to the grievor and Union Representative.**

6:11 (a) **Where the Employer fails to issue a decision at any step of the Grievance Procedure within the time limits specified, the grievor or Representative may process the grievance to the next step.**

(b) **Either party may request an extension of the time limits provided such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.**

6:12 Step Three - Arbitration

Failing satisfactory settlement at Step Two, the Union may, within twenty (20) days from the date the reply was received, refer the grievance to Arbitration.

The parties will agree on the selection of a single arbitrator within ten (10) working days.

(a) **The decision of the Arbitrator shall be final and binding upon the parties.**

(b) **The Arbitrator shall not have the authority to amend, add to in any manner or change any Article of the Agreement.**

(c) **Each party shall bear equally the expenses of the Arbitrator.**

Article 7 Supervision of Students

7:01 **Any Employee covered under this Collective Agreement** shall not supervise children unless a fully qualified teacher is available at all times.

Article 8 Wages and Pay Practices

8:01 During the term of this Agreement the Division and the **Union** agree that all payment of wages shall be made in accordance with the wage rates set forth in the Wage Schedule.

- 8:02 All Employees will be paid on a biweekly basis (every two (2) weeks). The Division will pay to Part-time and other Employees who work less than twelve (12) months a year, their vacation pay amounts then owing on each biweekly pay cheque. For Educational Assistants and hourly Employees there will be a one-week hold-back of earnings.
- 8:03 If an Employee is required to temporarily assume the duties of an Employee who is receiving a lower rate of pay, the rate of pay of the Employee assuming such duties shall not be changed.
- 8:04 If an Employee is required to temporarily assume the duties of an Employee in a higher classification, the Employee assuming such duties will be paid at the classification of the absent Employee, and at the salary level to which the Employee assuming the duties would be entitled had they been promoted to the position. Such payment would begin after an absence of **three (3)** consecutive days and be retroactive to the first day.
- 8:05
- (a) Where an Employee is promoted from one classification to another the Employee shall be classified for salary purposes in the new classification at the **same step on the Salary Schedule**. The anniversary date for an Employee's annual increment shall **change to the date of the** promotion.
 - (b) Where an Employee moves from one salary classification to another within the same salary schedule, the Employee shall be placed on the new salary classification in accordance with the promotion clause.
 - (c) Where an Employee moves from one salary schedule to another salary schedule, (e.g. Educational Assistant salary schedule to Clerical salary schedule), the Employee shall be placed on the new salary classification at the same step (year) that the Employee was placed on their previous salary classification.
 - (d) Where an Employee voluntarily applies for a position which is a reduction in classification within the same salary schedule, the Employee shall be placed on the new classification at the same step (year) that the Employee was placed in their previous salary classification.

8:06 An Employee shall move to the next highest increment level on the salary scale on the first day of the pay period in which the anniversary date of the Employee's employment with the Division occurs. For the purpose of this Article:

- (a) An Employee's anniversary date shall be defined as the month and day of the Employee's employment with the Division, except where the Employee's anniversary date is changed in accordance with Article **8:05**, or
- (b) An Employee's anniversary date may be changed for increment purposes when the Employee has been absent without pay for a period of six (6) cumulative months during the preceding twelve (12) months. In such cases the Employee's anniversary date will be adjusted by one (1) month for each twenty (20) days of absence in excess of six (6) months.
- (c) Service as a Term Employee shall be counted for increment purposes.
Seniority will be credited for all hours worked upon an Employees conversion to permanent status back to the Employee's initial date of hire of continuous employment.

8:07 Initial placement of a new Employee on the salary schedule shall be at the minimum rate unless:

- (a) The Division determines that the Employee's experience necessitates that they be placed on the schedule at other than the minimum rate, and
- (b) The Division notifies the **Union** within ten (10) days following such initial placement, of the name of the Employee so placed and the particulars of the placement.

Article 9 Hours of Work

9:01 The normal hours of work for all Full-time Employees other than Educational Assistants will be thirty-six and one-quarter ($36\frac{1}{4}$) hours per week, seven and one-quarter ($7\frac{1}{4}$) 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 **6:00** 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
- **Evening Clerk**

9:02 The normal hours of work for Part-time Employees other than Educational Assistants will be less than thirty-six and one-quarter ($36\frac{1}{4}$) hours per week and not more than seven and one-quarter ($7\frac{1}{4}$) hours per day, Monday to Friday inclusive, depending on the assigned schedule. The regular workday for all Part-time Employees will be not less than two (2) hours and will be, unless otherwise agreed in writing, between the hours of 6:30 a.m. to **6:00** p.m., depending on the schedule assigned in September and January of each year.

9:03 The normal hours of work for all Educational Assistants covered by this Agreement shall be specifically assigned hours of work from **three (3)** hours to eight (8) hours per day, Monday to Friday inclusive. **Employees whose hours are currently below this minimum may maintain these hours.**

9:04 **The assigned hours of work to an Employee may be varied by the Division upon providing to the Employee at least ten (10) working days' prior notice.**

9:05 For the purpose of this Article, the term "School Year" shall be that designated by Minister of Education as set out in regulations to the Public Schools Act.

9:06 Employees shall work the full calendar year unless otherwise hereinafter specified.

- (a) (i) Educational Assistants, Food Coordinators, Interpreters, Child Development Lab 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.

(A) The work year for Educational Assistants and Food Coordinators, Interpreters, Child Development Lab Assistants shall include the

first administration day immediately prior to or subsequent to the start of the Fall term;

- (B)** The work year for Educational Assistants: A, B, **C and D, Interpreters, Child Development Lab Assistants** and Food Coordinators shall also include **four (4)** other additional professional development, administration or in-service days; and
- (C) Effective September 1, 2026, the Division will increase professional development days by one (1) day per school year to a maximum of ten (10) professional days.**

The Division may require Educational Assistants, Food Coordinators, Interpreters, Child Development Lab 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.

- (ii) The Division will provide Educational Assistants and Food Coordinators with a minimum of ten (10) days' notice of all in-service or administration days.
- (iii) The parties agree that the prorating of paid in-service days for newly hired Educational Assistants and Food Coordinators shall be as follows:

Educational Assistants A, B, **C, D** and Food Coordinators who commence employment with the Division, in any given year, between school opening and November **15** will be entitled to **four (4)** in-service days. Those individuals commencing employment between November 16 and January 31 of the school year will be entitled to **three (3)** in-service days. Those individuals commencing employment between February 1 and April 30 of the school year will be entitled to **two (2)** in-service days. Those individuals commencing employment after April 30 of the school year will be entitled to **one (1)** in-service day.

- (iv) An Employee who has been requested to work a professional development or administration day, but is unable to work due to illness, shall be entitled to sick benefits in accordance with Article **13** - Sick Leave Provisions, but will however, forfeit the professional development or administration day.
 - (b) Part-time clerks shall normally work the school year plus work five (5) working days immediately preceding the first day of school.
 - (c) All Full-time ten (10) month clerks, Head Secretaries **and** Library Technicians shall normally work the school year plus report to work **ten (10)** working days immediately preceding the first day of school.
 - (d) **Upon prior written approval**, Full-time clerks working in schools **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 Assistant Superintendent or designate on or before May 30th of each year.**
 - (e) The additional time worked in **Article 9:06(b), (c) and (d)** above, shall be no more than those daily hours worked by that individual. Such hours are determined by their regularly scheduled hours worked in that school year.
 - (f) Full-Time Vocational Trainer(s) shall normally work the school year.
- 9:07** Where an Employee is required to work in excess of the period specified in Article **9:06(b), (c) and (d)** such work shall be on a voluntary basis at straight time.
- 9:08** For Employees referred to in **Article 9:06** above the additional days beyond the School Year shall be consecutive working days immediately following the termination of the School Year or immediately preceding the opening of the School Year.
- 9:09** An Employee who works three (3) or more hours in a day shall be entitled to one (1) paid rest period of fifteen (15) minutes while an Employee who works six (6) or more hours in a day shall be entitled to two (2) such rest periods.

- 9:10 An Employee who works five (5) or more hours in a day shall be entitled to receive a minimum of a one-half ($\frac{1}{2}$) hour unpaid lunch break.
- 9:11 **Any Employee whose hours of work are covered by Article 9.01 shall be entitled to a forty-five (45) minute unpaid lunch break.**
- 9:12 (a) The Division will give priority to clerks in elementary schools and the Part-Time junior clerk in each junior high school for any work which is to be performed during the Summer, Winter and Spring break by Employees other than those normally working during such periods. Clerks wishing to be considered for such work will indicate their desire in writing to **Staff Support and Relations**, thirty (30) calendar days prior to the Winter and Spring break period and ninety (90) calendar days prior to the Summer break period.
- (b) A clerk who performs such work shall be paid at their normal **rate of pay**.
- (c) Work shall be allotted with preference given according to seniority of service, provided that the Employee is capable of performing such work, except where work is to be performed in a particular school, the Division may designate the Employee who would normally work in that school as the one who will perform such work.
- 9:13 Where an Educational Assistant, at the request of the Principal, attends a parent-teacher interview, the Educational Assistant will be paid for all such time in accordance with the provisions of this Agreement. Such time will be considered as time worked and not as an administrative or in-service day.
- 9:14 **Any variation to a permanent Employee's work location will come with at least five (5) working days notice.**
- 9:15 Extra-Curricular Activities
- (a) **Participation in Extra-Curricular Activities by Employees is voluntary.**
- (b) **The parties acknowledge the importance of Extra-Curricular Activities as an integral part of each student's educational experience.**
- (c) **"Extra-Curricular Activities" means student-related athletic, social, recreational and cultural activities, with the written approval of**

school administration occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day.

- (d) An eligible Extra-Curricular Activities is an activity which has received prior approval from the school Principal.**
- (e) In any school year, an Employee shall be entitled to a paid leave of absence of one (1) day provided that they perform fifty (50) hours to a maximum of three (3) days leave for one hundred and fifty (150) hours of eligible Extra-Curricular duties during a school year. The date for such leave shall be agreed upon between the Employee and the Principal.**
- (f) Extra-Curricular leave is to be used in the year that it is earned.**
- (g) Employees authorized to engage in approved Extra-Curricular Activities shall be reimbursed for reasonable out of pocket expenses including documented mileage and meal expenses related to such activities as per Division policy.**
- (h) Leave requests must be submitted at least five (5) days in advance of the requested leave, whenever possible. Leaves shall be approved by the Principal/Supervisor.**
- (i) The Division shall provide direction for the process for how hours are be recorded.**
- (j) Extra-Curricular leave is subject to the following:**
 - (i) The Division is able to find a substitute;**
 - (ii) Extra-Curricular leave will not be accessed on scheduled administrative or professional development days unless a special exemption is granted by the Division.**

Article 10 Overtime

10:01 Overtime shall be authorized time worked which exceeds the normal hours of work as defined in Article 9.

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.

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 work day substantiating the reason for the overtime work.

- 10:02 All overtime shall be paid at the rate of one and one-half times (1½x) the Employee's rate of pay for the first four (4) hours per day and two times (2x) their hourly rate of pay for all hours worked thereafter, **Monday to Friday**.
- 10:03 Where an Employee is authorized in advance by their supervisor to work on a Saturday or Sunday they shall be paid at the rate of two times (2x) their hourly rate of pay for all the hours worked. In no case shall an Employee be paid less than two (2) hours per day at double time (2x).
- 10:04 Employees called out to work outside their regular shift will be paid for such time at double-time (2x) rates. Up to one (1) hour at double-time (2x) will be paid to compensate the Employee for the time spent travelling to and from the place of work. In no case shall an Employee be paid for less than two (2) hours per call-out at double-time (2x). Call-out pay will not be paid to Employees who are notified of the requirement to work overtime prior to their leaving the Division's premises.
- 10:05 An Employee who is required to work in excess of two (2) consecutive hours of overtime immediately after an Employee's regular hours of employment will receive a dinner allowance **of ten dollars (\$10.00)** provided a dinner is not supplied by the Division.
- 10:06 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.

- 10:07** An Employee who takes part in overnight trips will, where possible, work a straight shift not to exceed fourteen (14) hours in duration and all such hours worked in excess of seven and one-quarter (7¼) hours per day shall be paid at the applicable overtime rate.

Any such Employee shall assume no actual or legal responsibilities or liabilities as an Employee for the period of time for which they do not receive remuneration, and it is agreed that the Employee is free to use such time for whatever purpose as they may choose.

- 10:08** 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 may be taken as **compensatory** time-off mutually agreed upon in writing between the Employee and their supervisor. All accumulated overtime must be taken as time off or paid out by June 30 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.

- 10:09** An Employee ceasing to be an Employee, or being laid off, shall be paid for all accumulated overtime not taken at no less than the wage rate applicable when the overtime was earned, or any greater wage rate agreed to by the parties.

- 10:10 All overtime shall be paid out at the Employee's current rate of pay.**

Article 11 General Holidays

- 11:01** All Employees shall be entitled to a holiday with pay on the following days:

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

and any other day proclaimed by the Division, the City of Winnipeg, the Province of Manitoba or the Government of Canada.

- 11:02** Employees who are normally at work on the last Monday of March shall receive that day off in lieu of Easter Monday. All other Employees shall be paid an additional day's pay, in lieu of Easter Monday, on the pay day immediately following such holiday.
- 11:03** Where a general holiday falls on a Saturday or Sunday and no other holiday is declared in lieu thereof, an Employee will be entitled to another day off with pay. Failing mutual agreement to the contrary, the holiday shall be added to the annual vacation of the Employee.
- 11:04** An Employee who is required to work on a general holiday other than Easter Monday, shall be paid two times (2x) their regular rate for all hours worked in addition either to the pay for the holiday or if mutually agreed, a day off in lieu thereof. In no case shall an Employee be paid for less than two (2) hours at double-time (2x).
- 11:05** If a general holiday as defined in **Article 11.01** falls or is observed during an Employee's vacation period, the Employee **will not be required to deduct a vacation day but shall instead be paid their statutory holiday.**

Article 12 Annual Vacation-Vacation Year

- 12:01 The vacation year will be defined as July 1st to June 30th.**
- 12:02** (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) Three (3) weeks paid vacation after one (1) year of service with the Division from the date of last hire.
 - (ii) Four (4) weeks paid vacation during the **seventh (7th)** year of service with the Division from the date of last hire.
 - (iii) Five (5) weeks paid vacation during the **twelfth (12th)** year of service with the Division from the date of last hire.

- (iv) **Six (6) weeks** paid vacation during the **twentieth (20th)** year of service with the Division from the date of last hire and thereafter.
 - (b) All other Employees whose positions require that they work less than twelve (12) months per year will receive vacation pay in an amount equivalent to the following percentages of the Employee's gross earnings during the past vacation year:
 - (i) Six percent (6%) after one (1) year of service with the Division from the date of last hire.
 - (ii) Eight percent (8%) during the **seventh (7th)** year of service with the Division from the date of last hire.
 - (iii) Ten percent (10%) during the **twelfth (12th)** year of service with the Division from the date of last hire.
 - (iv) **Twelve percent (12%)** during the **twentieth (20th)** year of service with the Division from the date of last hire and thereafter.
- 12:03** Such vacation entitlement will be prorated for Employees who are employed Full-time for less than a full vacation year. Part-time and hourly paid Employees will receive vacation pay based on a percentage of earnings equal to the above entitlement. An Employee leaving the employ of the Division during the year, prior to receiving their vacation entitlement, will be paid a prorated amount of their outstanding vacation entitlement in lieu of such vacation.
- 12:04** Vacation leave is normally to be taken before April 30th following the vacation year in which it is earned. **Employees may carry over vacation time into a new school year by mutual agreement up to five (5) days.** In no case will an Employee be allowed to carry forward vacation entitlement for more than one (1) year.
- 12:05** Vacation time shall not accumulate while an Employee is on leave of absence without pay.
- 12:06** Where an Employee **has an** illness or injury, or where the Employee qualifies for bereavement leave during the period of their scheduled annual vacation, the Division shall grant sick leave or bereavement leave, as the case may be, and

credit the Employee with alternate days of vacation equivalent to the number of days of approved sick leave or bereavement leave, providing that in the case of sick leave, **it** must be over three (3) days. The Employee will be responsible for proof of **illness** satisfactory to the Division.

- 12:07 The Division shall, at the time that vacation or vacation pay is granted, provide all twelve (12) month Employees who work less than twelve (12) months per year with a calculation indicating the manner in which their vacation or vacation pay has been calculated.

Article 13 Sick Leave Provisions

- 13:01 Sick leave means the period of time an Employee is permitted to be absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under The Workers Compensation Act.
- 13:02 Employees shall be entitled to sick leave on the following basis:
- during the first (1st) year of continuous service, one (1) day per month, twelve (12) days per year
 - during the second (2nd) year of continuous service, one and one-quarter (1¼) days per month, fifteen (15) days per year
 - during the third (3rd) year of continuous service, one and two-thirds (1⅔) days per month, twenty (20) days per year
 - during the fourth (4th) year and subsequent years of continuous service, two (2) days per month, twenty-four (24) days per year

All sick leave shall be compiled in hours, so that an Employee who works seven and one-quarter (7¼) hours per day and thirty-six and one-quarter (36¼) hours per week shall be entitled to receive seven and one-quarter (7¼) hours sick leave with respect to each day of entitlement.

A day's sick leave shall be prorated for Employees who work other than seven and one-quarter (7¼) hours per day and thirty-six and one-quarter (36¼) hours per week, having regard to the following examples:

- (i) An Employee who works five (5) hours per day, three (3) days per week, will receive three (3) hours sick leave for each day of entitlement:

$(15 \text{ hours} \div 36.25 \text{ hours} \times 7.25 \text{ hours} = 3 \text{ hours})$

- (ii) An Employee who works seven and one-quarter ($7\frac{1}{4}$) hours per day, four (4) days per week, will receive five and eight tenths (5.8) hours for each day of sick leave entitlement:

$(29 \text{ hours} \div 36.25 \text{ hours} \times 7.25 \text{ hours} = 5.8 \text{ hours})$

- 13:03** Unused sick leave in any month may be accumulated and carried forward to the next month up to a maximum of one thousand, three hundred and five (1,305) hours. An Employee who had in excess of one thousand, three hundred and five (1,305) hours sick leave as at March 1, 1999 shall be entitled to retain such excess banked sick leave, but they shall not be entitled to bank or accumulate any additional sick leave until such time as their banked leave falls below one thousand, three hundred and five (1,305) hours.
- 13:04** The Division may require an Employee to provide a certificate **after three (3) consecutive days of absence due to illness** from a duly qualified medical practitioner certifying that the Employee is or was unable to carry out their duties due to illness and is or is not able to return to their regular duties.

In the case where the Employer suspects sick leave may have been abused, they may request a medical certificate.

- 13:05** Sick leave is not payable to an Employee:
- (a) who is engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the long term disability insurance plan, or when such employment is an additional employment that has been concurrently held by the Employee and is one that is not incompatible with the Employee's medical condition as determined pursuant to Article **13:04**;
 - (b) whose illness results from the use of drugs or alcohol and who is not receiving continual treatment from a licensed physician or in a recognized program of treatment for the use of drugs or alcohol;

- (c) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from Manitoba Public Insurance (MPI) to the extent that such benefits and paid sick leave exceed the Employee's normal salary.

Where an Employee is unable to work because of injury sustained in a motor vehicle accident, they must advise their supervisor as soon as possible and they must submit a claim for benefits to Manitoba Public Insurance (MPI). The Employee shall be entitled to receive full sick leave benefits for any period of time deemed to be a "waiting period" by MPI.

Where an Employee has applied for MPI Income Replacement Indemnity (IRI) benefits and where a loss of normal salary would result while awaiting a MPI decision, the Employee may elect to submit an application in writing to the Division requesting an advance. The provision for top-up of sick leave benefit, advances, and repayment of advances in such cases are to be administered in the same fashion as those issues are dealt with in Article **13:09** (Workers Compensation Benefits).

- 13:06 (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.
- (b) Notwithstanding **Article 13:06(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.
- 13:07 Employees shall be able to view their sick leave balance through the Division's Human Resources Information System, or equivalent electronic system.
- 13:08 An Employee who resigns, retires, dies or has their employment permanently terminated shall forfeit all unused sick leave credits.

- 13:09
- (a) An Employee who becomes injured or ill in the course of performing their duties must report such injury or illness as soon as possible to their immediate supervisor.
 - (b) An Employee unable to work because of a work-related injury or illness will inform the Division immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the Employee by WCB, except where an advance is paid to the Employee. The WCB shall be notified by the Division of any advance payment made to an Employee. The amount of the advance shall be paid to the Division by WCB.
 - (c) By written application from the Employee, the Division will supplement the award made by the WCB from the Employee's accumulated sick leave. The total amount paid by the WCB and the Division shall not exceed one hundred percent (100%) of net take-home pay. For the purpose of this Article, net salary is defined as the Employee's regular salary less Employment Insurance Commission contributions, Canada Pension Plan contributions and income tax.
 - (d) Where an Employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the Employee may elect to submit an application in writing to the Division requesting an advance subject to the following conditions:
 - (i) Advance payment(s) shall not exceed ninety percent (90%) of the Employee's basic salary as defined in Article 8 (exclusive of overtime), less the Employee's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - (ii) The advance(s) will cover the period of time from the date of the injury until the date of the final WCB decision is received, however, in no case shall the total amount of the advance exceed one hundred percent (100%) of the value of the Employee's accumulated sick leave protection credits.

- (iii) The Employee shall reimburse the Division by assigning sufficient WCB payments to be paid directly to the Division to offset the total amount of the advance. If the amount of the advance exceeds the WCB payment, the Employee will be required to pay back that amount to the Division. If the Employee is paid directly by WCB when an advance payment has been made, the Division may recover the advance by payroll deduction.
 - (iv) In the event that the WCB disallows the claim, including any appeal, the Employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement and the Division shall recover any deficiency by payroll deduction from the Employee. Recovery of any such deficiency shall be made in a fair and reasonable manner.
 - (e) Notwithstanding the foregoing, the amount that an Employee will be entitled to be paid will be reduced, where necessary, in order to ensure that the payment does not result in a reduction in the amount of compensation that would otherwise be paid under any Workers Compensation legislation and/or regulations.
 - (f) An Employee who is in receipt of Workers Compensation benefits shall continue to receive all benefits for a maximum of one (1) year from the date of original injury. After one (1) year, only the following benefits will apply: pension, group insurance, and accumulation of service for the purpose of seniority but not the accumulation of credits for sick leave.
- 13:10 After an Employee has exhausted all sick leave credits, **upon request**, the Employee may use for bona fide sick leave purposes any overtime or **compensatory** credits or vacation credits available to them.
- 13:11 **It will be the responsibility of either the administrator, supervisor or Staff Support & Relations to request a medical certificate. Medical certificates will be managed through Staff Support & Relations.**

Article 14 Family Leave

- 14:01 (a) An Employee may use up to **five (5)** days of **their** accumulated sick leave per School Year to care for a family member, in the event of illness/injury

or to attend to medical tests and/or medical appointments with such family member.

- (b) **If the requested leave is not emergent/serious, the Employee will attempt to schedule medical appointments outside of the workday.**
- (c) **Wherever possible, the Employee shall provide the Division with as much notice as possible as is reasonable and practicable in the circumstances.**
- (d) **Family is defined as: Children, step-children, parents, grandparents, spouses, common law spouses, siblings, and step-siblings or a relative permanently residing with the Employee.**

Article 15 Bereavement Leave

- 15:01 An Employee will be granted bereavement leave of five (5) consecutive working days without loss of salary in the event of the death of a spouse, child, step-child, mother, father, **step-parent, sibling, step-sibling, loss of pregnancy**, as well as for any other relative who was a member of the household. **Two (2) of five (5) bereavement leave days may be retained** where travel is required.
- 15:02 In the event of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild or grandparent, who is not a member of the Employee's household, three (3) consecutive working days' leave without loss of salary will be granted and an additional two (2) consecutive days' leave may be granted with loss of salary. **Two (2) of three (3) bereavement leave days may be retained** where travel is required.
- 15:03 In the event of the death of a relative not referred to in **Article 15:01** and **Article 15:02** 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 **Article 15:02** who was not a member of the Employee's household, the Employee will be granted one-half (½) day leave without loss of salary to attend the funeral.

- 15:04** An Employee will be granted one (1) day leave without a salary deduction to act as a pallbearer or in some other capacity at a funeral if the funeral is held within the City of Winnipeg.
- 15:05** An Employee taking leave under Article **15.03, 15.04, 15.05** or **15.06** shall be entitled to an additional one half (½) 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.
- 15:06** Where a ten (10) month Employee's bereavement leave as detailed above commences immediately prior to or during Winter, Spring or Summer Break, the week days (other than statutory holidays) that fall during such breaks shall be considered to form part of the leave.
- 15:07** If an Employee is absent on sick leave, a statutory holiday or is absent from the service of the Division for any reason whatsoever, then the Employee will not be granted bereavement leave in addition to any one of the aforesaid absences except as allowed under **Article 12:06**.
- 15:08** **Bereavement days will normally be taken close to the time of the death. However, an Employee may take up to one (1) day at a later date if:**
- (a) The purpose of the bereavement leave requested is reasonably related to the death and**
 - (b) The Employee notified the Division within the bereavement leave period about their request to take the day at a later date.**
- The day is to be taken within ninety (90) days unless otherwise agreed to by the parties.**

Article 16 Union Business

- 16:01** **Upon written notice to the Employer, where operational requirements permit, time off, including necessary travel time, without loss of regular salary and benefits shall be granted to:**

(a) **Three (3) members of the Union Negotiating Committee, as designated by the Union, who will be in attendance at all bargaining sessions between the Employer and Union.**

(b) **All members attending meetings and hearings with the Employer.**

Article 17 Seniority

17:01 The parties recognize that job security should increase in proportion to the Employee's length of service.

17:02 An Employee's seniority shall be expressed in terms of hours and shall be equivalent to the number of paid hours of employment since the Employee's last date of hire plus all hours that the Employee would have worked but for having been absent on Workers' Compensation.

Paid hours of employment shall be defined to include all hours in this bargaining unit, and all such hours during which the Employee is on a paid leave of absence, sick leave, vacation with pay, or in receipt of partial sick leave payments to supplement wage loss replacement benefits or MPI benefits pursuant to Articles **13:05(c)** or **13:09**.

17:03 The Division will maintain seniority lists showing the date on which each Employee commenced service with the Division, along with the Employee's seniority standing calculated in accordance with **Article 17:02 above**.

There shall be two (2) seniority lists, with one (1) list for all Employees paid on the Clerical, Computer Technician, Library Technician salary schedules, and one (1) for all other Employees. The overall seniority list shall be further subdivided based on the classifications of the Employees included on the list.

On or before February 28 of each year, up-to-date seniority lists will be posted in each building operated by the Division where Employees covered by this Agreement work. The seniority lists will be as of the previous December 31. Concurrently with the posting of the respective seniority lists, copies shall be **emailed to the Union**. Except where errors have previously been brought to the Division's attention, the Division shall be entitled to rely on the latest seniority list in making any decision based on an Employee's seniority.

17:04 Seniority of an Employee will be established after their probationary period but will be calculated from the first day of service since their last date of hire.

17:05 Seniority will terminate if an Employee:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is laid off for more than eighteen (18) consecutive months;
- (d) retires under the terms of the Division's Pension Plan;
- (e) fails to return to work on the day following the termination of an authorized leave of absence unless such failure results from sickness, accident, bereavement or other grounds considered justifiable by the Division;
- (f) is absent for more than two (2) consecutive working days without notifying their immediate supervisor unless such failure results from sickness, accident, bereavement or other grounds considered justifiable by the Division;
- (g) after the Employee **has** been notified of a recall from layoff sent by registered mail to their last reported address **then** fails to contact the Division within three (3) working days or fails to return to work within ten (10) working days or such later date as required by the Division in the notice, unless such failure results from sickness, accident, bereavement or other grounds considered justifiable by the Division.

An Employee who has lost seniority as a result of the application of this clause shall be notified that their employment is terminated and where such notice is given, it shall be considered as just cause for termination.

Article 18 Lay-offs and Recalls

18:01 In the event of a lay-off, Employees other than Term Employees shall be laid off as follows:

- (a) Lay-offs are to be based on the seniority of Employees employed in the component affected by the lay-off. For this purpose, there shall be three (3) components, with one (1) comprised of all Educational Assistant positions, another comprised of all positions in the Administration Building, and the third comprised of all other bargaining unit positions in the Division.
- (b) For the purpose of this Article, the term "classification" shall mean one of the following ten (10) classifications:
 - (i) eight (8) classifications, comprised of classes one **(1)** to eight (8) on the clerical wage schedule including Computer Technicians and Library Technicians;
 - (ii) one (1) classification, comprised of Educational Assistants, Food Coordinators, Vocational Trainers, Work Experience Coordinators, and Interpreters; and
 - (iii) one (1) classification, comprised of Crossing Guards.
- (c) Employees shall be displaced from the classification in which the lay-offs are to occur in the inverse order of seniority within their School/Building/Program, then the Employee with the least length of seniority within the classification affected will be displaced from their School/Building/Program. If the Employee is incapable of performing the job occupied by the most junior Employee, they will be assigned to the job occupied by the next most junior Employee within their classification, providing that those Employees who are in jobs affected by the lay-off are able to perform the work of the more junior Employee.
- (d) Those Employees who are ultimately displaced from a classification shall be reassigned as follows:
 - (i) **If** there are vacant positions to be filled in the same or lower classification within that component that the Employee is able to perform, then they shall be assigned to such position in the highest classification they are able to perform.

- (ii) If there are no such vacant positions, then the Division shall displace the least senior Employee in the same or lower classification within the component whose job the Employee is able to perform. In the event that there are no such positions, then the affected Employee is to be laid off.

Where Employees have moved to a lower classification as a result of the foregoing, they shall be returned to their former classification when a position becomes available in their former classification that they are able to perform, and in such cases, the Division shall not be obligated to fill the higher rated position pursuant to Article **19 – Recruitment and Selection**.

- (e) For the purpose of this Article, an Employee will be considered to be able to perform the work in question if they are able to meet the minimum requirements for such position.
- (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 **18:03**. 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.

18:02 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.

- 18:03** All Employees who are laid off, other than Term Employees, shall be placed on a recall list, with copy furnished to the **Union**, 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 **19 – Recruitment and Selection**.

- 18:04** Notice of recall to an Employee who has been laid off shall be made by registered mail to the Employee's last reported address, such notice to include the date upon which the Employee is to report for work.
- 18:05** An Employee whose hours of work have been unilaterally reduced, shall at the Employee's option, be deemed to have been laid off.

Article 19 Recruitment and Selection

- 19:01** 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.

- 19:02** Such job posting shall contain the following:

Nature of position, qualifications required, knowledge and educational skills required, wage or salary rate or range and closing date for applications.

Such qualifications shall conform to the job description of the position in question. A copy of each job posting shall be **emailed** to the **Union representative** at the time that such posting is made.

The qualifications may include a language requirement when such requirement is reasonable and necessary for the position in question.

- 19:03** When filling a newly created or vacant position the Division shall base its decision on the qualifications, competency and reliability of the applicant. If qualifications, competency and reliability are relatively equal, seniority shall prevail. Successful applicants will be placed on trial for a period of six (6) months, after which the placement may be confirmed. If the successful applicant proves unsatisfactory or is not confirmed in the position during the trial period, the Employee will be returned to their former or a comparable position. If the former or comparable position is not available, the Employee will retain their former classification until such time as a comparable position becomes available, at which time they will be given priority for placement in such position.
- 19:04** Where a new position is created the Division will advise the **Union** of the nature of the position, **job description** and the wage or salary rate.
- 19:05** An Employee covered by this Agreement who has given good and faithful service to the Division and who through advancing years or temporary disability is unable to perform their regular duties, shall be given the preference of work that the Employee could perform which is available at the salary payable at the time for the position to which they are assigned.
- 19:06** Employees shall not be eligible to apply for transfer to other vacant or newly created positions while completing their probationary or trial period without prior permission from **Staff Support and Relations**.

Article 20 Credit for Past Experience on Return To Service

- 20:01** 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 ($\frac{1}{2}$) of the number of years that they were out of the Division's service.
- 20:02** An Employee who voluntarily resigns their position and returns to the service of the Division within one (1) year **placed on the salary scale at their previous step.**

Article 21 Employee Performance Review and Employee Files

- 21:01 An Employee who submits a written request to the **Assistant Superintendent of Staff Support and Relations** or their designate may review their personnel file in the possession of the Division as it relates to their employment with the Division. **A representative from the Union may attend with the Employee.**
- 21:02 **Nothing shall be placed on an Employee's personnel file without their knowledge.**
- 21:03 Following written assessment of an Employee's performance, the Employee will be given an opportunity to review the assessment and to acknowledge having read the contents of the assessment. At the time of reviewing the assessment, the Employee will be provided with the opportunity to place their own comments on the assessment prior to their signing. Upon signing the assessment form, the Employee will receive a duplicate copy for their records.
- 21:04 An Employee may file a grievance requesting the removal or amendment of any disciplinary documentation contained in their file.

Article 22 Group Life Insurance

- 22:01 The Division will continue to administer The Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
- 22:02 Unless otherwise excluded, the Employees' share of annual premiums shall be deducted in as near equal amounts as possible from each salary cheque for all participants in the plan. One-half ($\frac{1}{2}$) of the premium for the basic lump sum benefit of two hundred percent (200%) of annual earnings for eligible Employees shall be paid by the Division and one-half ($\frac{1}{2}$) shall be paid by the Employee.

Eligible Employees who were insured for the survivor income benefit as at March 31, 2001 will be insured for an additional two hundred percent (200%) of annual earnings with one-half ($\frac{1}{2}$) of the premium for this amount being paid by the Division and one-half ($\frac{1}{2}$) being paid by the Employee. The premium for

any other additional option amounts of coverage under the Plan shall be fully paid for by the Employee.

- 22:03 All **eligible** Employees shall be required to participate in the plan, unless granted exclusion by the Trustees of The Manitoba Public School Employees Group Life Insurance Plan.

Article 23 Pension And Disability Fund

- 23:01 The Division will maintain a pension plan for all eligible Employees as defined in Bylaw No. 1017 or any amendment thereto, a by-law relating to **The Winnipeg School Division Pension Fund for Officers and Employees Other Than Teachers.**
- 23:02 The Division will maintain a disability plan for all eligible Employees as defined in Bylaw No. 1018 or any amendment thereto, a by-law relating to **The Winnipeg School Division Disability Income Plan for Employees Other Than Teachers.**

Article 24 Transportation Allowance

- 24:01 If an Employee uses their own motor vehicle at the request of the Division, they shall be paid an allowance in accordance with the **CRA mileage rates.**
- 24:02 The Division agrees that no Employee shall be required to use their own motor vehicle on behalf of the Division as a condition of employment.
- 24:03 Any Employee who operates a vehicle while conducting Division business shall possess a valid driver's license representative of the Class of vehicle being operated at the time. The Employee shall upon request present such license to the Division for verification purposes. Declaration that the license is valid shall be signed by the Employee and witness by management on the prescribed form.

An Employee subject to this article who loses or has their license suspended for whatever reason must immediately notify the Division.

- 24:04 Where the Employee's position requires the use of the Employee's motor vehicle and/or the possession of a valid driver's license, and the Employee is

either unable to provide a vehicle or ceases to possess a valid driver's license, then the Division may reassign the Employee to another comparable position.

Article 25 Other Benefits

- 25:01 The Division will, whenever practical, provide **a space** for Employees to have their meals and keep their **personal belongings**.

Article 26 Labour Management Negotiations

- 26:01 **The Division and the Union agree to the formation of a Labour Management Committee.**
- (a) **There shall be a Committee consisting of representatives (no more than three (3) Division representatives and three (3) Union representatives) whose purpose shall be to discuss and recommend action on matters of joint concern.**
 - (b) **The Committee shall meet on an as required basis on a minimum of once per school year.**
 - (c) **The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Collective Agreement.**
 - (d) **The Committee shall not have the power to bind either the Union, the Employees, or the Employer to any decisions or conclusions reached in their discussions.**
 - (e) **Where a Union/Management meeting takes place during an Employee's regularly schedule shift, that Employee shall not suffer a loss in compensation for attendance at said meeting. When such a meeting takes place during a period of time when the Employees do not regularly work, then they will not be paid for their time. The Employer will pay for three (3) Union/Management meetings annually. The costs of any additional meetings shall be the responsibility of the party who calls such a meeting.**

- (f) **An MGEU Staff Representative and a designate from the Employer will be standing committee members, in addition to the members from management and the bargaining unit.**

Article 27 Interpretation

- 27:01 **The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural unless the context otherwise requires.**

Article 28 Union Notices

- 28:01 The Division agrees that the **Union** may use bulletin boards in staff rooms on a non-exclusive basis.

Article 29 Professional Development

- 29:01 An Employee who, subject to the prior approval of the Division, **Supervisor or School Administrator, for professional development** which will better qualify the Employee to perform their job with the Division, shall be reimbursed by the Division. **Reimbursement shall be based on** the Employee **having** successfully completed the approved **professional development** and **upon** proof of successful completion, **if applicable**. The decision regarding approval shall be **made on a fair and equitable basis**.

Any denials shall be communicated with the Employee and such decision shall not be the subject of grievance or arbitration proceedings

Article 30 Duration

- 30:01 This Agreement shall be in full force and effect from July **1, 2024** up to and including **June 30, 2028**.
- 30:02 Either of the parties wishing to revise this Agreement shall notify the other party in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall within forty-five (45) days or such later time as may be mutually agreed upon in writing commence negotiations. Within fifteen (15) days of such notification the

party giving the notice must submit its written proposals for a new Agreement or the revision of this Agreement and within thirty (30) days of receiving such written proposals the party receiving the notice must submit its written proposals for a new Agreement or a revision of this Agreement and the parties shall be restricted in their negotiations to the said written proposals. During the period of such negotiations this Agreement shall remain in full force and effect. Negotiations may be terminated by either party giving to the other thirty (30) days prior written notice.

Article 31 Access to Division Premises

31:01 In those instances where the **Union** wishes to conduct business with an Employee on or within the Division premises, the **Union** must first report to the school/building office and obtain authorization to be in the school/building before conducting such business. Upon obtaining appropriate authorization, such business shall be:

- (a) held at times as shall minimize interference with the Division's operation;
- (b) held whenever possible during the Employee's allocated lunch and/or coffee breaks. However, when this is not practical;
- (c) held during the Employee's working hours. Business/meetings held during regular working hours shall normally not exceed ten (10) minutes in duration, unless otherwise authorized by the Principal/supervisor.

Article 32 Strikes and Lockouts

- 32:01**
- (a) It is agreed by the **Union** that there will be no strike or slowdown either complete or partial, or other action by the **Union**, or any member of the **Union** whose employment is subject to this Agreement, which will stop or interfere with the Division's business or operation during the life of this Agreement.
 - (b) It is agreed by the Division that there shall be no lockout during the life of this Agreement.

- (c) It is agreed by the **Union** and the Division that in the event of a strike or lockout the initiating party shall provide the other party with at least ten (10) days notice prior to such action.

Article 33 Overpayments/Underpayments

- 33:01 Where a wage overpayment error has been made in good faith, the Employer shall be entitled to recover any such overpayment from future wages.
- 33:02 Once the error is discovered, notice and a detailed breakdown of the error will be given by the Employer to the affected Employee and the **Union** as soon as practicable. **The Division will work with the Employee and the Union to develop a repayment plan.**
- 33:03 In the event the Employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that Employee and reduce accordingly any payment that might be owing to that Employee to recover the overpayment.
- 33:04 In the event the Employee does not have sufficient wages owing to satisfy the repayment of such overpayment, the Division shall have the right to proceed as it determines necessary to recover the overpayment owing plus any costs incurred in such recovery.
- 33:05 In the event of an underpayment, the Employer will calculate and pay the adjustment within a reasonable period of time.

Article 34 Maternity, Parental and Adoptive Leave

- 34:01 **Every eligible Employee will be entitled to receive maternity, adoptive and parental leave as provided by the provisions of this article. Where the Collective Agreement is silent, the Employment Standards Code of Manitoba will prevail.**

- 34:02 **An Employee will retain their seniority rights while on leave granted pursuant to this Article and such leave shall be counted as service with the Division.**
- 34:03 **An Employee who wishes to resume employment on the expiration of leave granted in accordance with this article 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.**
- 34:04 **The Superintendent or designee is authorized to grant leaves in accordance with Article 34.**
- 34:05 **An Employee taking additional leave is entitled, provided the terms and conditions of the benefits plans/policies so provide, to prepay the cost of such benefits coverage for the duration of the leave. Where the Employee prepays the cost(s), such payment will include both the Employee's and the Division's share of the costs.**
- 34:06 **For the purpose of calculating pension and other benefits of an Employee to whom leave is granted in accordance with this section shall have the approved leave deemed continuous employment with the Division.**
- 34:07 **Maternity Leave**
Eligibility
- (a) **An Employee who is pregnant is eligible for maternity leave in accordance with **Article 34:07**. 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.**

Qualifications

- (b) In order to qualify for Maternity Leave, a pregnant Employee must:**
- (i) Have completed seven (7) consecutive months of employment;**
 - (ii) Submit an application in writing to the Division for maternity leave at least four (4) weeks before the leave is intended to commence and;**

- (iii) Provide the Division with a certificate from a duly qualified medical **health-care** practitioner certifying that the Employee is pregnant and specifying the estimated date of delivery;
- (iv) **An Employee who does not submit an application for maternity leave in accordance with clause 34:07(b)(ii), 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 as per the Employment Standards Code.**

Leave

- (c) **An Employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:**
 - (i) **A period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate referred to in Article 34:07(b)(iii).**
 - (ii) **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 Article 34:07(b)(iii) and the actual date of delivery, if the delivery occurs after the date specified in the certificate.**
- (d) Maternity leave shall commence no earlier than seventeen (17) weeks **before** the date **of delivery estimated** in the **medical** certificate and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- (e) An Employee may terminate the maternity leave earlier than the day set out in **Article 34:07(d)** by giving written notice not less than one pay period prior to the day the Employee wishes the leave to terminate.
- (f) **Maternity leave will end seventeen (17) weeks after it began, notwithstanding Article 34:07(c)(ii) and other exceptions as provided for in legislation with supporting medical documentation for variances in the start and end dates of such leave.**

- (g) **If the Employee does not take parental leave, they will return to work on the date of the expiry of their maternity leave, unless this date is modified by the Division.**

34:08 **Maternity Allowance**
Eligibility

- (a) **Pregnant regular full-time and part-time** Employees (not term/temporary) of the Division, **shall be eligible for Maternity Allowance in accordance with Article 34:08.**

Qualifications

- (b) **In order to qualify for Maternity Allowance, a pregnant Employee must:**
- (i) **Qualify for Maternity Leave under Article 34:07;**
 - (ii) **Have completed a qualifying period of seven (7) consecutive months of service with the Division, as defined in the Manitoba Employment Standards Code.** 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;
 - (iii) **Provide the Division with proof that the Employee has applied for Employment Insurance (EI) Maternity Benefits and has qualified for and are entitled to such EI benefits pursuant to any and all applicable sections of the Employment Insurance Act. Should payments to the Employee be required prior to receipt of the statement from Service Canada, an estimate of the entitlement will be made with an adjustment made following receipt of the statement; and**
 - (iv) **Sign an agreement to** return to work and remain in the employ of the Division based on their contracted time for at least **six (6)** months following their return to work;

- (v) Should the Employee fail to return to work as provided under **this Article**, the Employee is indebted to the Division during their entire period of leave, **prorated based on the duration of time, if any, the Employee returned to work.**

Maternity Allowance Benefit

- (c) **During the period of approved Maternity Leave, an Employee who has met the provisions of Article 34:07(b) is eligible for a Maternity Allowance as follows:**

EI Maternity Wait Period Served

- (i) **If the Employee is required to serve a one (1) week waiting period with EI, they are eligible for the following:**
 - (A) **The first week, payment equivalent to their ninety percent (90%) of the Employee's weekly rate of pay;**
 - (B) **For up to the next immediate fifteen (15) weeks, payments equivalent to the difference between the Employment Insurance Maternity benefits the Employee is eligible to receive and ninety (90%) of the Employee's weekly rate of pay;**
 - (C) **The Employee shall receive ninety percent (90%) of their weekly rate of pay in the week following the discontinuation of EI Maternity benefits, provided that the Employee does not receive EI Parental benefits immediately following the exhaustion of EI Maternity benefits.**

If the Employee receives EI Parental benefits immediately following the exhaustion of EI Maternity benefits, the Employee shall receive ninety percent (90%) of their weekly rate of pay in the week immediately following the discontinuation of EI Parental benefits.

EI Maternity Wait Period Waived

- (ii) **If an Employee's one (1) week waiting period with EI is waived, they are eligible for the following:**

- (A) **Up to a maximum of fifteen (15) weeks, payments equivalent to the difference between EI benefits the Employee is eligible to receive and ninety percent (90%) of the Employee's weekly rate of pay.**
- (B) **If an Employee receives EI Parental benefits immediately following the exhaustion of EI Maternity benefits, the Employee will receive ninety percent (90%) of their weekly rate of pay in the two (2) weeks following the discontinuation of EI Parental benefits.**
- (d) **All other time as may be provided under Article 34:07 shall be on a leave without pay basis.**
- (e) 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 entitled to receive top-up benefits for that portion of the maternity leave.

34:09 Parental Leave

Eligibility

- (a) **Employees shall be eligible for Parental Leave if they:**
 - (i) **Are the natural parent of a child or they must assume actual care and custody of their newborn child; or**
 - (ii) **Adopt a child under the law of a province.**

Qualifications

- (b) **Eligible Employees as per Article 34:09(a) must:**
 - (i) **Have completed seven (7) continuous months of employment; and**
 - (ii) **Submit an application to the Division 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.**

Leave

- (c) Parental Leave shall consist of a period not exceeding **sixty-three (63) continuous** weeks subject to **the limits outlined in Articles 37:09(b), 34:09(d) and 34:09(e). Qualified Employees shall be permitted to take parental leave split into a maximum of two (2) periods.**
- (d) Parental Leave shall commence no later than **eighteen (18) months after the date of** birth or adoption of the child or of the date on which the child comes into the actual care and custody of the Employee.
- (e) An Employee may terminate the parental leave earlier than the date set out in **Article 34:09(b)(ii) or Article 34:09(c)** by giving written notice not less than one pay period prior to the day the Employee wishes the leave to terminate.
- (f) **Where an Employee takes parental leave in addition to maternity leave, the Employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Division.**

34:10 Parental Allowance Eligibility

- (a) **Regular full or Part-time Employees (not term/temporary) shall be eligible for Parental Allowance in accordance with Article 34:10.**

Qualifications

- (b) **In order to qualify for Parental Allowance an Employee must:**
 - (i) **Qualify for Parental Leave under Article 34:09;**
 - (ii) **Should an Employee fail to serve the full qualifying period prior to the start of the parental leave, then that Employee shall be eligible to receive Parental Allowance benefits only for that portion of the ten (10) weeks which occurs after the completion of the seven (7) month qualifying period.**
 - (iii) **Provide the Division with proof that the Employee has applied for Employment Insurance (EI) Parental Benefits and have qualified**

for and are entitled to such EI benefits pursuant to any and all applicable sections of the Employment Insurance Act.

- (iv) Sign an agreement to** return to work and remain in the employ of the Division based on their contracted time for at least **six (6)** months following their return to work;
- (v) Should the Employee fail to return to work as provided under this Article, the Employee is indebted to the Division the Parental Allowance benefits received from the Division** during their entire period of leave, **prorated based on the duration of time, if any, the Employee returned to work.**

Parental Allowance Benefit

- (c) An Employee who is on approved Parental Leave and compliant with Articles 34:10(a) and 34:10(b) is entitled to Parental Allowance of the following:**

EI Wait Period Served

- (i) If the Employee is required to serve a one (1) week waiting period for EI Parental benefits, they are eligible for the following:**
 - (A) The first one (1) week an Employee shall receive ninety percent (90%) of their weekly rate of pay; and**
 - (B) Up to a maximum of nine (9) weeks, payments equivalent to the difference between ninety percent (90%) of the Employee's weekly rate of pay and greater of:**
 - (I) Weekly EI standard Parental Benefits the Employee is eligible to receive; or**
 - (II) Weekly EI Parental benefits paid.**

EI Wait Period Waived

- (ii) If the Employee's wait period for EI Parental benefits is waived, they are eligible for the following:**

(A) Up to a maximum of ten (10) weeks, payments equivalent to the difference between ninety percent (90%) of the Employee's weekly rate of pay and the greater of:

(I) Weekly EI Standard Parental Benefits the Employee is eligible to receive; or

(II) Weekly EI Parental Benefits paid.

(d) All other time as may be provided under this section shall be on a leave without pay basis.

(e) For ten (10) month Employees where any portion of the ten (10) weeks for **parental** 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 entitled to receive **parental** leave benefits pursuant to this Article for that portion of the **parental** leave period.

(f) If both parents are Employees with the bargaining unit and meet the requirements of Articles 34:10(a) and 34:10(b), they may split the Parental Allowance benefit in Article 34:10(c) with no more than ten (10) weeks combined Parental Allowance payable to both Employees.

34:11 Parental Adoptive Leave

(a) An Employee who has adopted a child is eligible for **parental** leave in accordance with the Manitoba Employment Standards Code **as outlined in Article 34:09.**

(b) Where an Employee who adopts a child is eligible for parental leave as outlined above, they will be eligible for the Parental Allowance subject to all the terms and conditions of Articles 34:10.

34:12 Additional Personal Leave and Authorization

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

(b) Authorization for additional leave requested in accordance with **Article 34:12** shall require approval of the Board.

34:13 Weekly Rate of Pay

“Weekly Rate of Pay” as referenced in Article 34 (Maternity, Parental and Adoptive Leave) is the Employee’s FTE in a position and their hourly rate of pay as of the last day prior to commencing maternity or parental leave, plus their applicable vacation percentage.

Article 35 Other Leaves of Absence

35:01 The Division may, upon an Employee requesting a leave in writing, grant such leave with or without pay.

35:02 **Consideration for leaves shall be done on a case-by-case basis and shall not be unreasonably denied.**

35:03 Religious Leave

(a) Employees desiring to observe recognized religious days will be allowed up to three (3) days time off **by way of:**

(i) Mutually agreed upon alternate arrangements such as vacation (twelve (12) month Employees only), accumulated time, discretionary day or leave without pay.

Notification – Religious Leave

(i) Employees requiring religious days prior to October 15 shall provide the Division with ten (10) working days notice in writing.

(ii) Employees requiring religious days after October 15 shall provide notice of all leave required that school year by September 30.

(iii) Employees commencing employment with the Division at a time other than the start of the school year and who require religious days, shall provide the Division with written notice of their requirements within ten (10) working days of commencing active employment.

(b) For the purpose of this Article, religious days shall be interpreted as major religious days normally observed by the Employee and designated as a day of obligation by the Employees’ religion for which an Employee must abstain from engaging in paid employment.

(c) When absent for observance of Religious Leave days in excess of three (3) days per School Year, the days shall be without pay

35:04 Compassionate Care Leave

An Employee shall be entitled to Compassionate Care Leave in accordance with the Employment Standards Code of Manitoba.

35:05 Family is defined as: Children, stepchildren, parents, grandparents, grandchildren, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews. This also includes those who are not related, but whom the Employee considers to be like a close relative.

35:06 Court Leave

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 **Assistant Superintendent of Staff Support and Relations** or designate on a short leave request form and the Employee shall present proof of service and the amount of payment received.

35:07 When an Employee is absent from work to testify under subpoena as a witness for the Crown or in their capacity as a Division Employee, the Employee shall be paid their regular rate of pay for each hour they would have worked and had they not been under subpoena, less witness fees received by the Employee.

An Employee required to attend a court proceeding as a party to that proceeding in relation to the Employee's personal private affairs shall receive a leave of absence without pay for the required absence.

An Employee shall submit details of the requirements for witness duty at the earliest possible date. The Employee shall, where possible, make themselves available for duty at their job during regular working hours when they may not be required at Court.

35:08 Discretionary Leave Days

- (a) Each Employee shall be entitled to **two (2) days** 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 the following vacation year.
- (c) The date for such leave shall be **mutually** agreed upon between the **Employee and their direct supervisor provided the Employee can secure a replacement (where applicable) and based on operational efficiencies.**
- (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 **two (2) days.**

35:09 Long Service Leave

An Employee will be entitled to twenty (20) working days leave of absence with pay in addition to their regular annual vacation after **twenty (20)** 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 **Assistant Superintendent Staff Support and Relations**. 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.

35:10 Citizenship Leave

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

35:11 **Quarantine Leave**

If an Employees is required to quarantine at their place of residence, the Employee will be granted up to five (5) days **with pay if mandated by a legislative body.**

35:12 **Graduation Leave**

Employees will be granted **paid** leave up to one (1) day to attend a high school **or post-secondary** graduation of an immediate family member.

35:13 **Immediate Family is defined as: children, step-children, parents, grandparents, grandchildren, spouses, common law spouses, siblings, step-siblings.**

Article 36 Union Security

36:01 **The Employer shall deduct biweekly from each Employee the amount of the current biweekly dues as set by the Union and shall remit same to the Union via electronic transfer.**

36:02 **The Employer shall furnish the Union monthly the names of the Employees from whose wages dues have been deducted and the amount of dues so deducted opposite each Employee's name for each pay period and the classification and work location, and home address of each Employee.**

36:03 **The Union shall be provided with the opportunity to meet with newly hired Employees for fifteen (15) minutes as part of the Employers orientation. The time shall be established by agreement.**

Article 37 Retroactive Payment of Wages

37:01 **Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of ratification of this Agreement shall apply to:**

- (a) **Employees who are in the employ of the Division on the date of ratification of this Agreement;**
- (b) **Employees who have left service during the above-mentioned period who have retired in accordance with The Winnipeg School Division**

Pension Fund for Officers and Employees Other Than Teachers or who have died in service;

- (c) Employees who have left service during the above-mentioned period by reason of being laid-off by the Division;**
- (d) Term Employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.**

37:02 Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of ratification of this Agreement shall be made to Employees who have voluntarily terminated their services (resigned).

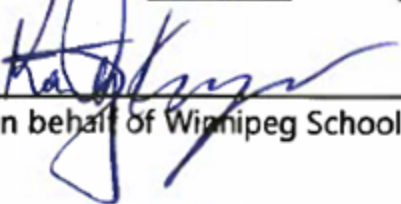
37:03 Retroactive pay adjustments shall be paid within 120 days of ratification of this Agreement on a separate cheque.

Article 38 Clothing Allowance

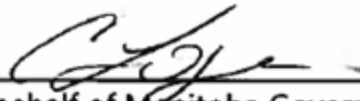
38:01 A biannual clothing allowance of two hundred and fifty dollars (\$250) every two (2) years for all Employees who regularly work outdoors (e.g. EA's, Crossing Guards, etc.) to support weather appropriate apparel or who attend swimming.

IN WITNESS WHEREOF representatives have hereunto set their hand for, and on behalf of the Winnipeg School Division. and representatives of Manitoba Government and General Employees' Union have hereunto set their hand for, and on behalf of Manitoba Government and General Employees' Union.

Signed this 3rd day of NOVEMBER, 2025.


On behalf of Winnipeg School Division


On behalf of Winnipeg School Division


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Government and General Employees' Union

B. Morgan
On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Government and General Employees' Union

Memorandum of Understanding

between

Winnipeg School Division
(the "Division")

and

Manitoba Government and General Employees' Union

Re: Leaves Referenced in the Employment Standards Code

In addition to the leaves set forth in the Collective Agreement, Employees are eligible for leave provided in The Employment Standards Code. Eligibility for such leave will be determined in accordance with The Employment Standards Code.

Information regarding these leaves can be found at the Employment Standards website at: www.gov.mb.ca/labour/standards/

Signed this 3RD day of NOVEMBER, 2025.



On behalf of Winnipeg School Division



On behalf of Manitoba Government and
General Employees' Union

Memorandum of Understanding

between

Winnipeg School Division
(the "Division")

and

Manitoba Government and General Employees' Union

Re: Clerical Classification Review

The Union and the Employer agree to create a committee within three (3) months of ratification to look at clerical classifications, staffing levels and duties. The committee shall be made up of three (3) representatives from the Employer and three (3) from the Union. The review will be conducted within the life of the agreement and proposal development will be worked on for approval by the Superintendent.

Signed this 3RD day of NOVEMBER, 2025.



On behalf of Winnipeg School Division



On behalf of Manitoba Government and
General Employees' Union

Memorandum of Understanding

between

Winnipeg School Division
(the "Division")

and

Manitoba Government and General Employees' Union

Re: Educational Assistant Classification Review

The Union and the Employer agree to create a committee within three (3) months of ratification to look at Educational Assistant classifications, staffing levels and duties. The committee shall be made up of three (3) representatives from the Employer and three (3) from the Union. The Review will be conducted within the life of the agreement and proposal development will be worked on for approval by the Superintendent.

Signed this 3RD day of NOVEMBER, 2025.



On behalf of Winnipeg School Division



On behalf of Manitoba Government and
General Employees' Union

Letter of Understanding

between

Winnipeg School Division

(the "Division")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Reduction of Hours and Posting of Temporary 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 effect any lay offs (including any reductions in hours other than on a case- by-case basis) without first engaging in meaningful consultation with the **Union**.

Signed this 3RD day of NOVEMBER, 2025.



On behalf of Winnipeg School Division



On behalf of Manitoba Government and
General Employees' Union

Letter of Understanding

between

Winnipeg School Division

(the "Division")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Article 9:06(a)(i) and 9:06(a)(i)3-Administrative In Service Days

Each school shall establish a schedule In the Fall Term of each school year setting forth the dates on which the additional professional development, administration days or in-service days will be worked, and Educational Assistants shall be advised accordingly no later than October 15 of that school year. Educational Assistants will work such additional days or any other days that are by agreement substituted for such days. In such cases, the Educational Assistant will be provided with at least ten (10) days' notice.

This leave shall be based on the Employee's regularly scheduled daily hours of work.

Signed this 3RD day of NOVEMBER, 2025.

On behalf of Winnipeg School Division

On behalf of Manitoba Government and
General Employees' Union

Letter of Understanding

between

Winnipeg School Division
(the "Division")

and

Manitoba Government and General Employees' Union
(the "Union")

Re: Article 12:02(a) – Annual Vacation – Vacation Year

The Employer and the **Union** agree that changes in vacation entitlement as per **Article 12.02(a)(ii), (iii), and (iv)** will occur in the vacation year in which the Employee's **7th, 12th and 20th** anniversary date is achieved.

- Employee A's service date is January 15, 2000.
- Assuming no breaks in service, Employee A will have achieved **seven (7)** years of continuous service on January 15, **2007**, and as per **Article 12.02(a)(ii)** Employee A will be entitled to four (4) weeks of vacation during the July 1, **2006** - June 30, **2007** vacation year.
- Assuming no breaks in service, Employee A will achieve **twelve (12)** years of continuous service on January 15, **2012**, and as per **Article 12:02(a)(iii)** Employee A will be entitled to five (5) weeks of vacation during the July 1, **2011** - June 30, **2012** vacation year.
- Assuming no breaks in service, Employee A will achieve **twenty (20)** years of continuous service on January 15, **2020**, and as per **Article 12:02(a)(iv)** Employee A will be entitled to six (6) weeks of vacation during the July 1, **2019** - June 30, **2020** vacation year.

Signed this 3RD day of NOVEMBER, 2025.



On behalf of Winnipeg School Division



On behalf of Manitoba Government and
General Employees' Union

Letter of Understanding

between

Winnipeg School Division

(the "Division")

and

Manitoba Government and General Employees' Union

(the "Union")

Re: Breaks for Educational Assistants

The parties agree that the Division will utilize the following principles and protocol in considering application of administering breaks for Educational Assistants:

1. All Educational Assistants, while working on school premises, shall be entitled to their breaks in accordance with the Collective Agreement;
2. Educational Assistants who customarily work off school premises and are required to be in charge of students, or Educational Assistants who although they customarily work on school premises, are required to take students on outings, shall be provided with the breaks in accordance with the Collective Agreement unless it is impractical to do so. In such cases, persons who are required to take their breaks while supervising students, shall be considered to be working and shall be paid for the break time, either by way of banking their time, or payment of wages, at the option of the Educational Assistant. If the Educational Assistant has been provided the opportunity to take their break(s) but chooses not to take their break, they will not be compensated for said time, nor will they be allowed to bank said time;
3. In the event that an Educational Assistant is unable to take their break and chooses to bank time, the Educational Assistant may request equivalent time off at a time mutually agreeable to the parties and the Division shall not unreasonably withhold agreement. Said time shall not be taken attached to the break periods (winter, spring and summer). If there is no mutually agreed time where the Educational Assistant may take time off, then said time shall be paid out to the Educational Assistant;

4. Where the Educational Assistant has not been able to take their entitled break(s), same shall be recorded by way of written record which shall be available to the Division and to the affected Educational Assistant. The Division will maintain a record of all banked time available to the Educational Assistant, and any amounts paid or payable;
5. All banked time earned by the Educational Assistant within the school year must be taken on or before May 31st of that school year. Any time not taken by this date shall be paid out to the Employee prior to June 30th of the current school year.

Signed this 3RD day of NOVEMBER, 2025.



On behalf of Winnipeg School Division



On behalf of Manitoba Government and
General Employees' Union

Letter of Understanding

between

Winnipeg School Division

(the "Division")

and

Manitoba Government and General Employees' Union

(the "Union")

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 **in the following order**:

- Who has the skill set to work with that particular student(s) for the additional time;
- 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;
- 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.

Additional duties must be processed within thirty (30) days of being assigned.

Signed this 3RD day of NOVEMBER, 2025.



On behalf of Winnipeg School Division



On behalf of Manitoba Government and
General Employees' Union

Letter of Understanding

between

Winnipeg School Division

(the "Division")

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Manitoba Government and General Employees' Union

(the "Union")

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.

Signed this 3RD day of NOVEMBER, 2025.



On behalf of Winnipeg School Division



On behalf of Manitoba Government and
General Employees' Union

Letter of Understanding

between

Winnipeg School Division
(the "Division")

and

Manitoba Government and General Employees' Union
(the "Union")

Re: Union Business

Upon written request, to the Employer, where operational requirements permit, and provided the Employee can secure a replacement, time off, including necessary travel time will be granted on a wage recovery basis to attend to Union business and meetings. The Division may not be able to approve a leave due to operational requirements.

And should the parties not renew the LOU, that the original language will apply (with minor amendments) as follows:

1. Any Employee who is an officer or member of the **Union** shall be granted leave of absence with pay for **Union** business, provided that the aggregate of all such leaves granted under this clause shall not exceed one hundred and fifty (150) working days in any calendar year. In computing the said one hundred and fifty (150) day period, leave of absence granted to any said officer or member for the purpose of negotiating with the Division shall not be counted. All such requests will be made by the **Union** in writing at least ten (10) days in advance, whenever possible. No additional leave of absence shall be taken for the above-mentioned purpose except with the consent of the Division.
2. In addition to the leaves of absence set out in 1 above, any Employee of the Division elected or appointed to a Full-Time position in the **Union**, or any organization with which the **Union** becomes affiliated, will be granted a leave of absence with pay by the Division for a period of up to two (2) years. No more than two (2) Employees will be on such leave of absence at any one time.

3. An Employee shall retain all of their seniority rights with no decrease in status during their absence on a leave granted pursuant to this Article, and such period of absence will be counted as service with the Division. On return after a maximum of a two (2) year leave of this nature the Employee shall have the option of returning to their previous position. An Employee returning following a leave of this nature of more than two (2) years shall be placed in a comparable position with not less than the same wages and benefits.
4. The Association shall reimburse the Division for all salary paid by the Division under 1 and for all salary and the Division's share of the cost of fringe benefits under 2. Payment shall be made by the **Union** by the 15th of the month following receipt by the **Union** of a statement from the Division covering the amounts to be so reimbursed.

Signed this 3RD day of NOVEMBER, 2025.



On behalf of Winnipeg School Division



On behalf of Manitoba Government and
General Employees' Union

Salary Schedule

July 2, 2024 – 3.00% GWI with \$0.50 market adjustment all classifications

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Clerical 1	19.99	20.96	21.95	22.97	24.05
Clerical 2	21.95	22.97	24.05	24.99	25.98
Clerical 3	24.05	24.99	25.98	27.22	28.56
Clerical 4	25.98	27.22	28.56	30.15	31.20
Clerical 5	28.56	30.15	31.20	32.28	33.38
Clerical 6	31.20	32.28	33.38	34.51	35.55
Clerical 7	33.38	34.51	35.55	36.61	37.68
Clerical 8	35.55	36.61	37.68	38.82	39.96
Technician I	25.98	27.22	28.56	30.15	31.20
Technician II	28.56	30.15	31.20	32.28	33.38
District Technician	31.20	32.28	33.38	34.51	35.55
Division Technician	33.38	34.51	35.55	36.61	37.68
Senior Division Technician	35.55	36.61	37.68	38.82	39.96
Library Technician Trainee I	21.95	22.97	24.05	24.99	25.98
Library Technician Trainee II	22.87	23.77	24.71	25.88	27.16
Library Technician Trainee III	24.05	24.99	25.98	27.22	28.56
Library Technician Trainee IV	24.71	25.88	27.16	28.67	29.67
Library Technician	25.98	27.22	28.56	30.15	31.20
EA A	19.23	20.78	22.76	23.92	24.99
EA B	19.93	21.53	23.48	24.63	25.77
EA C	23.48	24.63	25.77	26.97	28.10
EA D	25.77	26.97	28.10	29.38	30.60
Interpreter 1	34.14				
Interpreter 2	36.83				
Food Coordinator	21.87	23.10	24.65	25.59	26.39
Vocational Trainer	25.77	26.97	28.10	29.38	30.60
Adult Crossing Guard	16.26				
Child Development Lab Assistant	21.70	23.08	24.62	25.81	26.94
Coordinator Volunteer Services	30.06	31.28	32.65	34.15	35.68

July 1, 2025 – 3.00% GWI

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Clerical 1	20.59	21.59	22.61	23.66	24.77
Clerical 2	22.61	23.66	24.77	25.74	26.76
Clerical 3	24.77	25.74	26.76	28.04	29.42
Clerical 4	26.76	28.04	29.42	31.05	32.14
Clerical 5	29.42	31.05	32.14	33.25	34.38
Clerical 6	32.14	33.25	34.38	35.55	36.62
Clerical 7	34.38	35.55	36.62	37.71	38.81
Clerical 8	36.62	37.71	38.81	39.98	41.16
Technician I	26.76	28.04	29.42	31.05	32.14
Technician II	29.42	31.05	32.14	33.25	34.38
District Technician	32.14	33.25	34.38	35.55	36.62
Division Technician	34.38	35.55	36.62	37.71	38.81
Senior Division Technician	36.62	37.71	38.81	39.98	41.16
Library Technician Trainee I	22.61	23.66	24.77	25.74	26.76
Library Technician Trainee II	23.56	24.48	25.45	26.66	27.97
Library Technician Trainee III	24.77	25.74	26.76	28.04	29.42
Library Technician Trainee IV	25.45	26.66	27.97	29.53	30.56
Library Technician	26.76	28.04	29.42	31.05	32.14
EA A	19.81	21.40	23.44	24.64	25.74
EA B	20.53	22.18	24.18	25.37	26.54
EA C	24.18	25.37	26.54	27.78	28.94
EA D	26.54	27.78	28.94	30.26	31.52
Interpreter 1	35.16				
Interpreter 2	37.93				
Food Coordinator	24.18	25.37	26.54	27.78	28.94
Vocational Trainer	26.54	27.78	28.94	30.26	31.52
Adult Crossing Guard	17.75				
Child Development Lab Assistant	22.35	23.77	25.36	26.58	27.75
Coordinator Volunteer Services	30.96	32.22	33.63	35.17	36.75

July 1, 2026 – 2.90% GWI + \$1.00 market adjustment all classifications

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Clerical 1	22.19	23.22	24.27	25.35	26.49
Clerical 2	24.27	25.35	26.49	27.49	28.54
Clerical 3	26.49	27.49	28.54	29.85	31.27
Clerical 4	28.54	29.85	31.27	32.95	34.07
Clerical 5	31.27	32.95	34.07	35.21	36.38
Clerical 6	34.07	35.21	36.38	37.58	38.68
Clerical 7	36.38	37.58	38.68	39.80	40.94
Clerical 8	38.68	39.80	40.94	42.14	43.35
Technician I	28.54	29.85	31.27	32.95	34.07
Technician II	31.27	32.95	34.07	35.21	36.38
District Technician	34.07	35.21	36.38	37.58	38.68
Division Technician	36.38	37.58	38.68	39.80	40.94
Senior Division Technician	38.68	39.80	40.94	42.14	43.35
Library Technician Trainee I	24.27	25.35	26.49	27.49	28.54
Library Technician Trainee II	25.24	26.19	27.19	28.43	29.78
Library Technician Trainee III	26.49	27.49	28.54	29.85	31.27
Library Technician Trainee IV	27.19	28.43	29.78	31.39	32.45
Library Technician	28.54	29.85	31.27	32.95	34.07
EA A	21.38	23.02	25.12	26.35	27.49
EA B	22.13	23.82	25.88	27.11	28.31
EA C	25.88	27.11	28.31	29.59	30.78
EA D	28.31	29.59	30.78	32.14	33.43
Interpreter 1	37.18				
Interpreter 2	40.03				
Food Coordinator	25.88	27.11	28.31	29.59	30.78
Vocational Trainer	28.31	29.59	30.78	32.14	33.43
Adult Crossing Guard	19.26				
Child Development Lab Assistant	24.00	25.46	27.10	28.35	29.55
Coordinator Volunteer Services	32.86	34.15	35.61	37.19	38.82

July 1, 2027 – 2.50% GWI + \$0.50 market adjustment all classifications

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Clerical 1	23.24	24.30	25.38	26.48	27.65
Clerical 2	25.38	26.48	27.65	28.68	29.75
Clerical 3	27.65	28.68	29.75	31.10	32.55
Clerical 4	29.75	31.10	32.55	34.27	35.42
Clerical 5	32.55	34.27	35.42	36.59	37.79
Clerical 6	35.42	36.59	37.79	39.02	40.15
Clerical 7	37.79	39.02	40.15	41.30	42.46
Clerical 8	40.15	41.30	42.46	43.69	44.93
Technician I	29.75	31.10	32.55	34.27	35.42
Technician II	32.55	34.27	35.42	36.59	37.79
District Technician	35.42	36.59	37.79	39.02	40.15
Division Technician	37.79	39.02	40.15	41.30	42.46
Senior Division Technician	40.15	41.30	42.46	43.69	44.93
Library Technician Trainee I	25.38	26.48	27.65	28.68	29.75
Library Technician Trainee II	26.37	27.34	28.37	29.64	31.02
Library Technician Trainee III	27.65	28.68	29.75	31.10	32.55
Library Technician Trainee IV	28.37	29.64	31.02	32.67	33.76
Library Technician	29.75	31.10	32.55	34.27	35.42
EA A	22.41	24.10	26.25	27.51	28.68
EA B	23.18	24.92	27.03	28.29	29.52
EA C	27.03	28.29	29.52	30.83	32.05
EA D	29.52	30.83	32.05	33.44	34.77
Interpreter 1	38.61				
Interpreter 2	41.53				
Food Coordinator	27.03	28.29	29.52	30.83	32.05
Vocational Trainer	29.52	30.83	32.05	33.44	34.77
Adult Crossing Guard	20.24				
Child Development Lab Assistant	25.10	26.60	28.28	29.56	30.79
Coordinator Volunteer Services	34.18	35.50	37.00	38.62	40.29