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# ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2

and

# THE MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES

from:

JANUARY 1, 1995

to

DECEMBER 31, 1998

# COLLECTIVE AGREEMENT

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THIS AGREEMENT made and entered as of this 19 th day of November

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1996.

**BETWEEN:** 

ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2

(hereinafter referred to as the "Ernployer")

- and -

MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES (hereinafter referred to as the "Association")

PREAMBLE:

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settle conditions of employment between the Employer and the Association, and to promote cooperation and understanding between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operations, and to promote the morale, well-being and employment security of all employees in the bargaining unit hereafter described;

AND WHEREAS the Employer and the Association have agreed to enter into a collective agreement containing the following terms and conditions:

NOW THEREFORE the Employer and the Association agree as follows:

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#### ARTICLE 1 - DEFINITION

- "Class" shall mean a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for and the same skill or grade of pay could be reasonably applied to, all positions in the group.
- "Classification" shall mean a grouping of classes which require similar general abilities and skills and for similar responsibilities to allow the use of a common occupational title.
- "Employee" shall mean a person employed by the Employer on a full-time or part-time basis, as defined in one of the classifications described in Schedule "A" or in schedule "B".
- "Overtime" shall mean work in excess of an employee's normal hours of work as set forth in Article 7, and authorized by the employee's supervisor.
- "Part-Time Employee" shall mean an employee employed in a classification covered by this Agreement who is assigned to work less than the full prescribed hours of work as specified in Article 7.
- "Temporary/Term Employee" means an employee who bas been employed by the Division for less than ten (10) consecutive months.

Consecutive months of employment shall not be considered to be broken by reason of Christmas, Spring or Summer break, or by any period not worked during the months of September or October in any year.

A temporary/term employee who has been employed by the Division for ten (10) consecutive months shall become a permanent employee and her seniority date shall be as of the date that her temporary/term employment began.

A temporary/term employee shall have no seniority rights but will have all other rights and privileges under this agreement.

"Substitute/Casual Employee" means a person who is engaged on an irregular or unscheduled basis. If and when a substitute/casual employee is expected to be or is continuously employed for more than twenty (20) working days, then that employee will be designated as a temporary employee.

Further, where the Division uses a substitute/casual employee in a specific position on two or more occasions totalling forty (40) working days in any school year, then that employee will be designated as a temporary employee.

Substitute/casual employees shall not be covered under the provisions of this agreement but will be paid in accordance with Board policy at the minimum rates set  $\begin{bmatrix} l \\ l \end{bmatrix}_{l}$ 

"Position" shall mean a job within a class.

### ARTICLE 1 - Cont'd.

"School Year" shall be that designated by the Minister of Education as set out in regulations made pursuant *to* the Public Schools Act.

### ARTICLE2 - RECOGNITION

2:01 The Ernployer recognizes the Association as the sole and exclusive bargaining agent for all clerical employees of the St. James-Assiniboia School Division No. 2, as defined in Manitoba Labour Board Certificate No. MLB-3208, including, without limiting the generality *of* the foregoing, Secretarial Assistants, Library Technicians, Educational Assistants, Media Clerks, Administrative Assistants, Payroll Clerks and Computer Operators.

2:02 No employee shall be required to make a separate written or verbal agreement with the Employer which may conflict with the terms of this Agreement and the Employer shall submit any and all proposals for any revision of this Agreement in writing to the Association only.

### ARTICLE3 - ASSOCIATION SECURITY

### 3:01 Membership Condition of Employment

All employees covered by this Agreement who are members of the Association on the signing of this Agreement shall as a condition of their employment maintain such membership in the Association for the duration *o* this Agreement.

### 3:02 New Employees to Receive Membership Application

All new employees shall receive an application for membership in the Association. Such membership forms shall be given to the employee on or before her first day of employment by the Employer.

### 3:03 Membership Application to be Forwarded to Association

Upon signing of the Application for membership provided in 3:02 above, the Employer shall forward the Application *to* the Association.

### 3:04 Membership Required to Retain Employment

Any employee who is required as a condition of continued employment to be a member of the Association under this Article shall not be retained in the employ of the Employer after written notice has been received from the Association that such employee is not in good standing with the Association, subject to the limitations imposed by law.

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### ARTICLE 3 - Cont'd.

#### 3:05 <u>Dues and Initiation Fees Deduction</u>

The Employer shall deduct from the wages of each employee covered by this Agreement the monthly dues and initiation fees established in accordance with the Association's constitution and by-laws.

### 3:06 Deducted Dues and Initiation Fees to be Forwarded to Association

The Association shall advise the Employer of the amount of the dues and initiation fees to be deducted and all amounts so deducted shall be forwarded by the Employer to the Association not later than the 15th day of the month following the date upon which the deductions have been made, together with a list of the names, addresses, classifications, work locations and amounts deducted from these employees from whom deductions have been made.

### 3:07 Notice of Change in Dues and Initiation Fees

The Association shall notify the Ernployer in writing of any changes in the amount of the dues and initiation fees at least one month in advance of the end of the pay period in which the deduction is to be made. The amount of the dues and initiation fees will be certified to the Employer over the signature of a responsible officer of the Association.

### 3:08 Indemnity

The Association shall indemnify and save the Employer harmless from any and all claims, demands and proceedings that may arise from any deductions or any related action or actions other than claims by the Association.

#### ARTICLE 4 - MANAGEMENT RIGHTS

4:01 The Association acknowledges the exclusive function of **the** Employer *or* its delegates to manage and operate the schools under its jurisdiction and particularly to:

- (i) Maintain order, discipline and efficiency;
- (ii) Hire, discharge, transfer, promote, demote, or discipline employees provided a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without reasonable cause may be subject of a grievance and dealt with as herein provided;
- (iii) The specific terms of this Agreement shall be the source of any rights that may be asserted by the Association against the School Division.

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### ARTICLE 5 - NO DISCRIMINATION

5:01 There shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any employee by reason of race, nationality, religion, colour, sex, age, marital status, physical handicap, ethnic or national origin, political beliefs or family status, nor by reason of membership in the Association.

### ARTICLE 6 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

### 6:01 Right to Examine Personnel File

Upon request *to* the Manager, Human Resources or his designate, an employee shall have the right to examine, alone or with a representative of her choice, who is so named in the request, the personnel file kept by the Employer for that employee. The Employer shall have the right to have its representative present when the employee is examining her personnel file. The employee shall have the right to receive an exact copy of any document in her personnel file, The employee shall be charged for copies at the rate of ten (.10) cents per copy.

### 6:02 Opportunity to Sign Form

When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The Employee shall have the right to place her own comments on the form prior *to* her signing. Immediately upon the employee signing the assessment form, the employee shall be handed an exact copy *of* her assessment form.

### 6:03 Grievance for Removal of Documents

Subject to the time limits contained in Article 27 of this Agreement, an employee shall have *the* right to grieve for the removal or amendment of any disciplinary documentation in her personnel file.

### 6:04 <u>Master Personnel File</u>

There shall be only one master personnel file for each employee and it will be located at the Board Office.

### 6:05 <u>Provision of Documents</u>

The employer agrees that it will not introduce at any arbitration hearing any document adverse to the employee unless such document has been provided to the Association in advance of the hearing.

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#### ARTICLE 7 - HOURSOF WORK

7:01 Subject to :04 below, the normal hours of work for full-time employees, other than Educational Assistants and Media Centre Clerks I and II shall be thirty-five (35) hours per week, worked seven (7) hours per day during Monday to Friday, inclusive, The normal work day for such employees shall be between 7:30 a.m. and 6:00 p.m.

#### 7:02 Educational Assistants

Subject to :04 below, the normal daily hours of work for Educational Assistants shall be worked Monday to Friday inclusive, for the duration of the school year.

Effective November 25, 1993:

Subject to :04 below, the normal hours of work for:

Educational Assistants A and C shall be 340 minutes per day Educational Assistants B and C1 shall be 370 minutes per day; Educational Assistants C2 shall be 430 minutes per day.

### NOTWITHSTANDING THE FOR EGOING:

Educational Assistants who were working in an Educational Assistant C1 or C2 position as at November 25, 1993 will continue to work a minimum *of* 370 minutes per day unless they apply for and are awarded a 340 minute per day position.

#### 7:03 Media Centre Clerks | and ||

Subject *to* :04 below, the normal hours of work for Media Centre Clerks I and II, shall be 33.75 hours per week to be worked 6.75 hours per day during Monday to Friday, both inclusive. The normal work day for such employees shall be between 7:30 a.m. and 6:00 p.m.

### 7:04 May be Varied by Mutual Consent

The daily and/or weekly hours **as** described in :01, :02, and :03 above, may be varied by the mutual written consent of the parties hereto.

### 7:05 Work Years

Unless otherwise specified, employees shall work the full calendar **year**. The following employees shall normally be required to work less than the full calendar year, as follows:

a) Administrative Assistants, Secretarial Assistants A and B and Media Clerks hired prior to August 1, 1996 shall normally work two hundred and eight (208) days per school year;

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### ARTICLE7 - Cont'd.

Administrative Assistants, Secretarial Assistants A and B and Media Clerks hired after August 1, 1996 shall normally work two hundred and five (205) of the two hundred and eight (208) days per school year. Such Administrative Assistants, Secretarial Assistants A and B and Media Clerks will, with the approval of their principal or supervisor, select the three (3) in-service or administration days on which they are not required to work.

b) Library Technicians who were hired prior to November 25, 1993 shall normally work 208 days per school year;

Library Technicians-who were hired on or after November 25, 1993 shall normally work 200 days per school year;

c) Educational Assistants A, B and C1 shall work 193 days per school year.
Educational Assistants C2 shall work 194 days per school year. Effective
August 1, 1994 Educational Assistant A, B, C, and C1 shall work 190 days per school year, Educational Assistant C2 shall work 191 days per school year;

### NOTWITHSTANDING THE FOREGOING:

Educational Assistants *who* were hired prior to November 25, 1993 will work the following days per school year:

<b>-</b>	1994/95	1995/96	1996/97 and beyond
Educational Assistant A, B, C, C1	192	191	190
Educational Assistant C2	193.	192	191

Educational Assistants and Library Technicians will, with the approval of their principal, select those in-service or administration days on which they are not required to work, Library Technicians may arrange with their principal to select days immediately prior to the school year. The number of such days will be determined as the difference between the number of days in the school year, as designated by The Minister *of* Education, and the number of work **days** as stipulated in this clause.

Where the number of work days stipulated in this clause exceeds the number of days in the school year as designated by The Minister of Education, the Educational Assistant will work the additional days as directed by her/his principal.

### 7:06 Consecutive Working Days Beyond School Year

For employees referred to in :0S 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, unless the employee otherwise agrees in writing.

#### <u>ARTICLE7</u> - Cont'd.

#### 7:07 Work in Excess of Work Year

When an administrator responsible for a work area requires time to be worked in excess of the work year, as specified in Article 7:05, it shall be on a voluntary basis at straight time.

#### 7:08 Rest Period

Each employee, during a normal day's work, shall be entitled to one rest period of fifteen (15) minutes during each half of a normal work day.

#### 7:09 Overnight Trips

An employee who agrees *to* take part in overnight trips will be deemed to have worked fourteen (14) hours out of each twenty-four (24) hour day, and all such hours worked in excess of the employee's normal hours per day shall be paid at the applicable overtime rate. Any such employee shall assume no legal responsibilities or liabilities as an employee for the period of time for which she does not receive remuneration. In the absence of a specific agreement to the contrary, such period of time shall be deemed to run from 10:00 p.m. to 8:00 a.m.

### 7:10 Banked Time

All full-time employees, other than classroom Educational Assistants shall be eligible to bank a maximum of thirty (30) minutes per day to a maximum of three (3) days banked time subject to prior approval of the Director of Education or his designate.

Such time may be banked during the thirty (30) minutes immediately preceding or following the employee's normal daily start or quitting time or by the employee reducing her daily lunch period.

Such banked time may be taken by the employee at a time mutually convenient to the Division and the employee, and failing agreement, the employee shall be paid for her banked time at her then regular rate of pay. Upon an employee ceasing to be an employee, or upon layoff, the employee shall be paid for all of her banked time at her then current hourly rate of pay.

#### <u>ARTICLE8</u> - <u>OVERTIME</u>

#### 8:01 Calculation of Overtime

All overtime shall be paid at the rate of one and one-half times (1 1/2X) the employee's rate of pay for the first four (4) hours per day and two times (2X) her rate of pay for all hours worked thereafter, except where an employee is assigned to work overtime on her regular day of rest or on a paid holiday in which case she shall be paid at

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#### ARTICLE 8 Cont'd.

the rate of two times (2X) her rate of pay for all hours worked.

#### 8:02 Banking of Overtime

If an employee *is* required to work overtime, she may, upon prior approval from the Director *of* Education or designate, elect to receive time off in lieu of payment to a maximum accumulation of five (5) working days. Such time off shall be equivalent in hours to the pay for such overtime that would have been calculated under Article 8.01.

#### ARTICLE 9 - WAGES AND PAY PRACTICES

#### 9:01 Minimum and Maximum Wages

During the term *of* this Agreement, wages shall be paid in accordance with the wage rates set forth in the pay schedule appended hereto.

### 9:02 Pay Periods

a) Employees who work the full calendar year

Employees who work the full calendar year in classifications set out in the pay schedule shall be paid bi-weekly on the basis of (26) pay periods **per** year. (note for the 1993 calendar year there will be (26) pay periods; for the 1994 calendar year there will be (26) pay periods).

- b) Employees (other than Educational Assistants) who work less that the full calendar year
  - (i) Employees who work 208 days in classifications set out in the pay schedule shall be paid bi-weekly on the basis of (26) pay periods.
  - (ii) Employees who work 200 days in the classifications set out in the pay schedule shall be paid bi-weekly on the basis of (26) pay periods.

#### c) Educational Assistants

(i) From August 6, 1992 onward;

Employees who work 193 days or 194 days in classifications set out in the pay schedule shall be paid bi-weekly on the basis of (22) pay periods.

(ii) Effective November 25, 1993, employees who work from 193 days to 190 days in classifications set *out in the* pay schedule shall be paid bi-weekly on the basis of (22) pay periods.

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### ARTICLE9 - Cont'd.

### d) Calculation of bi-weekly salaries

Bi-weekly salaries shall be determined as set out in the Letter of Understanding attached to the current Collective Agreement.

An employee who works less than the specified year by reason of being newly hired, changing from part-time to full-time status (or vice versa) absent on an unpaid leave of absence, laid off or other such reason, shall receive a bi-weekly pay that is determined on the basis of the number of work days and pay periods remaining in the current work year. Such employee shall be provided with a copy of a work sheet setting forth the calculations for her bi-weekly pay at or prior to her first pay date.

### 9:03 Employee Substitutions

If an employee is required to substitute for an employee who *is* receiving a lower rate of pay than the substituting employee, the pay for such substitute shall not be changed.

### 9:04 Increase on Promotion

Where an employee is promoted to a higher classified position level, the employee's current salary shall increase to the nearest step value in the higher classified position which would result in an increase no less than the value of one step in the lower classified position. In no case shall an employee receive a salary which is less than the minimum step or more than the maximum step of the higher classified position. Promotional increments shall not affect the right *of* the employee to receive her normal annual increment.

### 9:05 Higher Rate After Three (3) Davs

Where an employee in one classification is required to perform the duties and responsibilities of a higher class for a period in **excess** of three (3) consecutive working days, the employee shall be paid at the rate of pay for the position in which the employee **is** temporarily relieving.

### 9:06 Increments for Part-Time Employees

A part-time employee, upon accumulating fifty (50%) percent of a normal work year for her classification since the date of her last increment shall receive fifty (50%) percent of her next increment.

### 9:07 Increments for Full-Time Employees

A full-time employee shall move to the next increment step on the salary scale on the first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period in which the employee has completed the equivalent of another first day of the pay period the employee has be an other first day of the pay period the employee has be an other first day of the pay period the

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ARTICLE 9 Cont'd.

year of full-time service.

#### 9:08 Service as a Temporary/Term Employee

A temporary/term employee who becomes a permanent employee by reason of having been employed by the Division for ten (10) consecutive months shall have their anniversary date established for increment purposes as of the date that their temporary/term employment began, and will move from increment level 0 to increment level 1 upon the anniversary of their hire as a temporary/term employee.

#### ARTICLE 10 - PAID HOLIDAYS

10:01 The following shall be recognized as holidays with pay:

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New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

plus any other days proclaimed by the Federal or Provincial Governments, the City of Winnipeg, or the St. James-Assiniboia School Division Board.

#### 10:02 RemembranceDay

Remembrance Day shall be a paid holiday except where it falls on a Saturday or Sunday.

#### 10:03 Overtime Pay if Holiday is Worked

An employee who is required to work on a paid holiday **shall** be paid at overtime rates for all hours worked, in addition *to* the pay for the holiday.

#### 10:04 Where Holiday Falls on Saturday or Sunday

Where a paid holiday falls on a Saturday or Sunday, the holiday will be observed either on the day immediately preceding or following the said holiday.

#### 10:05 Holidav Pav When Injured. Ill or on Leave

Employees who are absent by reason of accident, sickness or approved leave  $\boldsymbol{d}$  absence with pay shall receive holiday pay.

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#### ARTICLE 11 - ANNUAL VACATIONS

#### 11:01 Vacation Entitlement

A vacation year shall be defined as the time period from July 1 *to* June 30 of any calendar year. Every employee shall receive an annual vacation entitlement calculated according to the number of years of service on July 1 of each year as follows:

- a) All full-time and part-time employees who work twelve (12) months per year will be entitled to vacation with pay on the following basis:
  - (i) an employee with less than one year's service shall receive vacation with pay calculated on the basis of one vacation day for each 25 pay entitlement days or major portion thereof, in the preceding vacation year:
  - (ii) an employee with more than one year's service but less than two years' service from date of last hire, shall receive ten (10) vacation days with pay;
  - (iii) an employee with more than two year's service but less than five years' service from date of last hire shall receive fifteen (15) days with pay;
  - (iv) an employee with more than five year's service from date of last hire shall receive twenty (20) vacation days with pay;
  - (v) an employee with more than sixteen year's service from date of last hire shall receive twenty-five (25) vacation days with pay.
- b) All other employees whose positions require that they work less than twelve (12) months per year (as per Clause 7.05 a), b) or c)) will receive vacation pay in an amount equivalent to the following percentages of the employee's gross earnings on the following basis:
  - (i) an employee with less than one year's service shall receive vacation with pay calculated at four percent (4%);
  - (ii) four percent (4%) after one (1) year of service with the Division **but less** than two (2) year's service from the date of last hire;
  - (iii) six percent (6%) after two (2) years of service but less than five (5) years of service with the Division from the date of last hire;
  - (iv) eight percent (8%) after five (5) years of service with the Division from the date of last hire;
  - (v) ten percent (10%) after sixteen (16) years of service with the Division from the date of last hire.

ARTICLE 11 - Cont'd.

#### 11:02 Vacation Credits on Resignation

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

#### 11:03 Paid Holidavs During Vacation

If a paid holiday falls or is observed during the vacation period, an employee will be granted an additional day's vacation with pay for each holiday in addition to the regular vacation time.

### 11:04 Vacation Schedules

Vacation schedules shall be approved by the Director of Education or his delegate.

Vacations will be scheduled in the months of July and August with preference of dates given according to seniority of service.

Requests should be submitted by March 31 and the vacation schedule will be posted by April 30.

Under special circumstances an employee may be given holidays at other times upon written request to the Director of Education.

### 11:05 Vacation Advances

Vacation leave may not be taken in advance of when it is earned; however, in special circumstances it may be granted by the Director of Education.

#### 11:06 Vacation Carry Over

Employees should use their allotted holiday time during the vacation year following its accrual. Under special circumstances, permission to carry over vacation credits from one year to the next may be granted with approval from the Director of Education.

#### 1 I:07 Credits Not Accumulated During Unpaid Leave of Absence

Where an employee  $\dot{\mathbf{s}}$  absent on leave without pay for a period longer than one week, vacation leave credits will not accumulate for the period  $d\mathbf{\hat{t}}$  the leave.

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### ARTICLE 12 - SICK LEAVE PROVISIONS

#### 12:01 Sick Leave Defined

Sick leave means the period of time an employee is 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.

#### 12:02 Amount of Sick Leave

Sick leave shall be granted to employees on the basis of two (2) days per month to a maximum of twenty (20) days each year to a maximum of ninety (90) days.

#### 12:03 <u>Deductions from Sick Leave</u>

A deduction shall be made from accumulated sick leave of all days absent for sick leave as defined in :01 above.

#### 12:04 a) Proof of Illness

The Division reserves the right to require an employee to produce a certificate from a duly qualified practitioner for any illness certifying:

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

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

#### 12.05 Extension of Sick Leave

In special cases of illness of employees having over **three** (3) years' service, a special request for extra sick leave may be submitted to the Employer, if accompanied by a physician's letter or certificate giving full detail of the reason for the request. The amount of such leave granted shall be at the sole discretion of the Employer.

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ARTICLE 12 - Cont'd.

#### 12:06 Sick Leave Without Pav

Sick leave without pay may be granted at the sole discretion of the Employer to an employee who does not qualify for sick leave pay or who is unable to return to work at the termination *of* the period for which sick leave pay is granted.

#### 12:07 Notification to Supervisor

Every employee shall notify or cause someone on her behalf to notify her immediate supervisor as soon as practical if she is unable to report due *to* illness.

#### 12:08 Other Employment Bar to Sick Leave

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

### 12:09 Record of Unused Sick Leave

A record of all unused sick leave credits will be kept by the Employer. An employee shall be informed, on written application, of the amount of sick leave accrued to her credit. The Employer shall mail to each employee, prior *to* September 30th of each year, a notice of sick leave accrued to June 30th.

#### ARTICLE 13 - COMPASSIONATELEAVE

#### 13.01 Four (4) Days for Immediate Family

Compassionate leave of up to four **(4)** working days with pay shall be granted upon application, on the event of death of a spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, or a relative or person permanently residing in the employee's household or with whom the employee resides.

#### 13:02 One (1) Day for Brother-in-Law or Sister-in-Law

In the event of death of a brother-in-law or sister-in-law, one (1) working day with pay shall be granted upon application.

#### 13:03 One Half (1/2) Day for Aunt or Uncle. Niece or Nephew

In the case d a death of an aunt or uncle, niece or nephew, the employee shall be allowed one half (1/2) day without loss of salary to attend the funeral of such relative.

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ARTICLE 13 - Cont'd.

#### 13:04 Critical Illness Leave

Compassionate leave of up to three (3) working days with pay shall be granted upon application **so** that an employee can be with a critically **ill** relative who is included in the category of persons referred to in Article 13:01. A relative shall be considered to be critically ill where the relative's condition is such that his/her continued survival is uncertain.

### ARTICLE 14 - MATERNITY LEAVE

#### 14:01 Eliaibility Requirement

Every female employee who has completed one (1) year d service with the Employer shall be eligible *to* receive maternity leave without pay **up** *to* a maximum period d one (1) year.

Refer to "Appendix A" regarding timelines to follow when applying for and taking maternity leave (as per Employment Standards Act).

#### 14:02 Guarantee of Employment

An employee receiving such maternity leave shall be guaranteed the right *to* return to work in the position she occupied prior to confinement or in a comparable position at the then prevailing salary for the class and position that she occupied prior to confinement.

### ARTICLE 15 - PARENTAL RESPONSIBILITIES

Employees will be allowed one-half day with pay for leave to adopt a child or accompany a child to a court appearance, or birth of a child, upon application. Additional leave with regards *to* parental responsibilities may **be** approved without pay.

### ARTICLE 16 - PENSION PLAN

The Employer shall make available a pension plan and each employee after the completion of six (6) months employment shall participate in that plan.

### ARTICLE 17 - SALARY CONTINUANCE

Upon the completion of six months employment, all employees who work at least thirteen and one-half (13 1/2) hours per week will participate in a salary continuance plan, with the premium paid by the employee. Long term disability benefits are payable after a qualifying period of 90 calendar days.

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#### ARTICLE 18 - OTHER BENEFITS

#### 18:01 Proper Accommodation

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

### 18:02 Workers' Compensation Supplement

An employee in receipt of Workers' Compensation shall, if she so elects, be paid an amount which combined with the compensation allowance will equal her regular salary less the usual deductions. Such additional amounts may be charged against the employee's accumulated sick leave credits.

### 18:03 Group Life Insurance

Effective September 1, 1983, all employees shall participate in the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions d the Master Policy of the said plan. Minimum coverage is 50% of annual salary.

#### ARTICLE 19 - TRAVELLING AND TRANSPORTATION

All employees authorized to use their own automobile for Employer work shall receive an allowance as set out in the Employer Policy Manual. Positions that require employees to use their own vehicles shall have such requirements indicated in the job posting bulletins.

### ARTICLE 20 - PART-TIME EMPLOYEES

Except where expressly prohibited by  $\mathbf{a}$  specific term of this agreement, part-time employees shall be entitled to all benefits hereunder on a pro-rata basis.

#### ARTICLE21 - STAFF CHANGES

#### 21:01 Employer Will Notify Association

Five (5) working days prior to filling vacant positions and positions being increased from part-time to full-time, covered by the terms of this Agreement and any secretarial positions outside the bargaining unit, the Employer will notify the Association in writing, and post notices in the Board Office and on bulletin boards of each school, in order that all members will know about the positions and be able to make written application therefor. During the period from July 1st to the August 31st bulletins will be posted, with the five (5) day period running from Monday to Friday, in the Board Office only (with written notice to the Association). The Division will establish a call-in recording to advise employees of job vacancies during this period. ARTICLE 21 - Cont'd.

Such notice shall contain the following information: nature of position, qualifications required, knowledge and educational skill required, wage or salary rate or range and closing date for applications. Such qualifications, knowledge and educational skills shall not be established in an arbitrary or discriminatory manner and shall conform to the qualifications, knowledge and educational skills of an existing class. Positions becoming vacant shall be posted not later than five (5) working days after such vacancy occurs.

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

Notwithstanding the foregoing, where a position increases from part-time to fulltime during the currency of the school year, the incumbent shall continue to fill the position until the end of the school year, at which time the position shall be posted in accordance with the provisions of this Article: provided that, if the position had previously been decreased from full-time to part-time and the incumbent held the position at the time it was decreased, the position shall not be posted and the incumbent shall be entitled to retain the position if she so elects.

#### 21:02 Method of Making Appointments

When making staff appointments or changes, the Employer shall base its decision on the ability and qualifications of the applicant. If ability and qualifications are equal, seniority shall prevail. The successful applicant will be placed on trial period for a period of sixty (60) working days. After satisfactory completion of trial period, the promotion or appointment shall become permanent. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, she shall be returned to her former position and pay rate, or with the employee's consent in a comparable position and pay rate, without loss of seniority, and any other employee promoted or transferred because of re-arrangement of positions shall also be returned to her former position and rate of pay without loss of seniority.

### 21:03 Association Objections to Appointments

The Association shall be notified of the name of the successful applicant by the Employer publishing the names of the successful applicants on the Non-Teaching Vacancy Bulletin within five (5) working days of such position(s) being filled. A copy of such Bulletin shall be sent to the Association and posted in the Board Office and on bulletin boards of each school. Any objection by the Association to staff changes shall be construed as *a* dispute between the parties bound by this Agreement, as provided for under the grievance procedure. These objections shall be in writing within five (5) working days of the above notice.

#### 21:04 New Positions and Reclassifications

Where classes or classifications are created or significant revision made, the Employer will advise the Association in advance of the nature of the position and the

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#### ARTICLE 21 - Cont'd.

proposed salary rate. In the event that the Association shall disagree with the rate, the rate shall be negotiated between the Employer and the Association.

#### 21:05 Disabled Employees Preference

Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement, is unable to perform her regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which she is assigned.

### 21:06 Employees Who Are-III

The position held by an employee who is ill for a prolonged period *of* time will be open for replacement after one hundred and twenty (120) working days. When the employee returns to work she will be appointed to a similar position when it becomes available without posting the opening.

### 21:07 Lateral Moves in a Classification

Employees shall not be allowed more than one (1) lateral move in a classification **per** year without the consent of the Employer. Employees with more than one year service with the Division will be entitled to apply for any vacancy at any time for a higher class.

Newly hired employees, without the consent of the employer, will not be permitted to apply on any posted vacancy during the first school year of their employment.

### 21:08 Transfers

No employee shall be transferred unless ten (10) days notice is given except where the same is not reasonable due to the Employer's circumstances. An employee who is transferred to another position shall be paid while so employed as follows:

- a) if the rate of pay in the position to which she **is** transferred **is** higher than the employee's rate of pay, she shall receive such higher rate;
- b) if the rate of pay in the position to which she is transferred is less than the employee's rate of pay, she shall continue to receive her rate of pay for the lesser of either one (1) year or until such time as the rate of pay in the position to which she is transferred exceeds her rate of pay. If, after the expiry of one year, the rate of pay in the position to which she is transferred is less than her rate of pay, such employee's rate shall be reduced to the rate applicable to such position.

21:09 Where an employee applies for and is awarded a temporary or term position, the

ARTICLE 21 - Cont'd.

employee shall, at the end of the term of that position, be entitled to return to her former position and pay rate, or where her former position is not available, a comparable position and pay rate, without **loss** of seniority, and any other employee promoted or transferred because of rearrangement of positions shall also be returned to her former position and rate of pay without **loss** of seniority.

### ARTICLE 22 - GENERALLEAVE OF ABSENCE

#### 22:01 Requests to be in Writing

The Employer may grant a leave of absence with or without pay for any valid reason. Request for such leave shall be submitted in writing to the employee's immediate supervisor.

#### 22:02 Form to be Completed

Any request for leave of absence for a period to exceed two (2) days shall be applied for by using the leave of absence for non-teaching employees form.

#### 22:03 <u>Jurv Dutv</u>

An employee who is required to perform jury duty or appear as a crown witness on a day in which she would normally have worked will be reimbursed by the Employer for the difference between the pay received for jury duty or as a crown witness and her regular straight time rate of pay for her regularly scheduled hours of work.

#### 22:04 Proof of Jury Duty

An employee at the Employer's discretion may be required to furnish proof of jury duty or as a crown witness and pay received therefor. Any employee on jury duty or appearing as a crown witness shall make herself available for work before or after being required for such duty or appearance whenever **practicable.** 

### 22:05 Examination Leave

Where an employee is required to be absent from work to write an examination in a job related course of study, she shall be granted, upon application, 1/2 day leave of absence with pay for each exam.

### 22:06 Per Diem Rate

Whenever in this Agreement, deduction of salary during a leave of absence is to be made, the amount of the deduction shall be calculated in accordance with the formula set out below:

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### ARTICLE22 - Cont'd.

Hourly Rate X No. of hours in work day = S deduction per day.

### ARTICLE23 - SENIORITY

#### 23:01 Definition

The parties recognize that job opportunities should increase in proportion to length of service. Seniority shall Se defined as the length of service since the date of last hire and shall be the cumulative amount of time which the employee has worked *for* the Employer.

#### 23:02 Calculation of Seniority

All seniority shall be stated in equivalent of years of service to two decimal places (i.e.) 6.18 years and 11.23 years prorated on the following basis:

A year of service for an employee working in the classification of:

- a) Secretarial Assistant shall be two hundred and sixty (260) working days.
- b) Administrative Assistant, Secretarial Assistant **A** and **B**, Library Technician and Media Clerk shall *be* the school year plus ten (10) working days for the period prior to August 8, 1991, and 208 days for the period thereafter.

For Library Technicians hired on or after November 25, 1993, it shall be 200 days.

In the case of Administrative Assistant, Secretarial Assistant **A** and **B** and Media Clerk who were hired after August 1, 1996, it shall be 205 days.

c) Educational Assistant shall be the school year for the period prior to August 8, 1991, and 195 days for the period from August 9, 1991 to August 4, 1992.
Effective August 5, 1992, a year d service for Educational Assistant A, B and C1 shall be 193 days, and Educational Assistant C2 shall be 194 days.

Effective November 25, 1993:

A year of service for an employee working in the classification of:

a) Library Technician hired after November 25, 1993 and working 200 days per year;

ARTICLE 23 - Cont'd.

		<u>1994/95</u>	<u>1995/96</u>	<u>1996/97</u> and bevond
b)	Educational Assistant A, B, C, C1	192	191	190
	Educational Assistant C2	193	192	191

No employee may, except one performing work pursuant to a permit issued by the Manitoba Labour Board, receive credit for more than one year of service during a one year period.

#### 23:03 Maintenance of Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, her classification seniority for each classification in which she has worked, and her bargaining unit-wide seniority. An up-to-date seniority list shall be sent to the Secretary-Treasurer of the Association and posted in the Board Office and on the Bulletin Board in each school in September of each year.

### 23:04 Types of Seniority

There shall be two types of seniority, namely bargaining unit wide seniority and classification seniority. Bargaining unit wide seniority shall mean the length of service in the employ of the Employer. Classification seniority shall mean the length of an Employee's continuous service for the Employer in the classification in which she is working or has worked. Classification seniority shall govern in cases of promotions, the filling of vacancies, layoffs and recalls. When filling a vacancy in either the Classification of Secretarial Assistant or Secretarial Assistant A or B, the following shall apply;

- (i) The Secretarial Assistant's seniority in either classification shall be considered as seniority in the classifications in which there is a vacant position to be filled;
- (ii) The seniority of an employee who has been employed as a Clerical Educational Assistant for a minimum of two (2) years shall be considered as seniority in the classification in which there is a vacant position *to* be filled, provided, however, that such seniority shall be prorated to reflect a shorter work day for Clerical Educational Assistants.

In all other cases bargaining unit wide seniority shall govern.

### 23:05 Seniority List Protest

Each employee shall be permitted a period of fifteen (15) working days after receipt of such seniority list to protest in writing any alleged omission or incorrect listing to the Manager, Human Resources of the Employer, but such protests shall be confined *to* errors or changes occurring subsequent to the posting of a previous seniority list. In the

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### ARTICLE23 - Cont'd.

event the employee does not file a written protest with the Employer within the time limits stipulated, the list shall be considered as accepted as regards that employee. However, when an employee is on vacation, leave of absence or sick leave, the employee may protest the alleged omission or incorrect listing within fifteen (15) working days of her return to work. If the employee's protest is not settled to the satisfaction of the parties to this Agreement ana the employee affected, the matter shall be considered a grievance and shall be processed under Article 27 hereof.

### 23:06 Loss of Seniority

An employee shall lose her seniority for any of the following reasons:

- a) if the employee is discharged and is not reinstated;
- b) if the employee resigns;
- c) if the employee, without valid reason, fails to return to work after the termination of any leave that has been granted by the Employer;
- d) if the employee is laid off for a period exceeding twelve consecutive months:
- e) if the Employee, without valid reason, is absent without leave for a period in excess of five days.

#### 23:07 Probationary Emcloyees

Newly hired employees shall be considered on probation for a period of one hundred and twenty (120) paid days of employment. This probationary period may be extended for a period not exceeding **sixty** (60) paid days of employment upon the prior written agreement of the Employer and the Association. During such probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employee may be terminated at any time during this period without recourse *to* the grievance and arbitration procedure. After completion of the probationary period, seniority shall be effective from the date of employment.

#### 23:08 Seniority to Continue

When an employee is on an authorized leave of absence with pay, or an authorized leave of absence without pay that is ten (10) working days or less in duration, seniority shall continue to accumulate.

#### 23:09 Seniority to be Maintained

When an employee is on an authorized leave of absence without pay in excess d ten (10) working days, her seniority shall be maintained but shall not further accumulate during such leave.

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### ARTICLE 24 - LAY-OFFS AND RECALLS

### 24:01 Job Security

The parties hereto recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their classification seniority.

#### 24:02 Notice to Employees re Employees to be Laid Off

The Employer shall notify employees who are to be laid *off* twenty (20) working days prior to the effective date of the lay-off, except when emergency or other circumstances beyond the control of the Employer necessitate lay-off without notice, in which latter cases the employee shall receive a minimum of three working days' notice prior *to* the effective date of the lay-off. The notice shall give the reason for the lay-off and its expected duration. If an employee has not had the opportunity *to* work the days as provided in the notice, she shall be paid for the days for which work was not made available.

Notwithstanding the foregoing, the Division need not provide such notice to an employee for the period of time that she would not normally work during the summer, provided however that the employee is returned to her same assignment immediately following the summer break.

#### 24:03 Recall List

All employees laid off shall be placed on a recall list, with a copy furnished to the Association, and shall be called back to work as required beginning with the most senior employee and descending from there, provided that the senior employee is qualified to perform the duties of the position to be filled.

#### 24:04 Notice by Registered Mail

Notice of recall to an employee who has been laid off shall be made

- a) to an employee who is actively employed, by hand delivering or mailing through school mail the notice of recall to the employee at the school where she is actively employed, or
- b) to an employee who is not actively employed, by mailing by registered mail the notice of recall to the last known address of such employee filed by such employee.

If an employee fails to reply in writing or verbally to the Manager, Human Resources or designate, within seven (7) working days of such recall notice or the date specified for reply whichever is greater, then the employer may terminate the employment of such employee and shall recall the employee next in line according to the seniority list.

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## ARTICLE 24 - Cont'd.

### 24:05 Reduction of Hours

- a) An employee whose hours of work have been unilaterally reduced during the term of the current school year shall, at the option of the employee, be deemed to have been laid off.
- b) An employee whose hours of work have been unilaterally reduced for the upcoming school year and who does not wish to take the reduction in hours shall, at the option of the employee, **be** placed on the Eligibility List (Clause 24.06).

### 24:06 Eligibility List

a) Any employee, in a position deemed surplus to the Division requirements, or in a position increasing from part-time to full-time for the upcoming school year, shall be deemed to have had her position discontinued, and will be placed on an eligibility list.

The following procedures will apply:

- (i) employees will be notified that they are in such a position twenty (20) working days prior to the effective date of the change;
- (ii) in the event there are an insufficient number of positions available to place all employees so affected, the employer will layoff, beginning with the most junior employee, such employees as are required to be laid off to create a sufficient number of positions in the classifications affected.

Employees laid-off will be placed on the recall list in accordance with 24:03;

- (b) Employees on the eligibility list who have had their positions discontinued shall then indicate in writing, to the Employer, on a form provided by the Employer, their preference by ranking all of the available positions in order of desirability.
- (c) **The** Employer will then transfer employees to fill the available positions on the basis *of* seniority and according to their expressed preference, provided that the senior person has the qualifications and ability *to* perform *the* work.

### ARTICLE 25 - CREDIT FOR PAST EXPERIENCE ON RETURN TO SERVICE

Personnel resigning their position and returning to service will be granted credit for past experience as follows:

(i) if absence in excess of three (3) years - no credit;

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### ARTICLE 25- Cont'd.

- (ii) if service with division exceeds five (5) years, a loss of one increment;
- (iii) if service with division less than five (5) years, a loss of two increments.

### ARTICLE 26 - SUSPENSION AND DISCHARGE

### 26:01 Reasons to be Given in Writing

An employee shall be dismissed only by the Employer. The Supervisor may suspend an employee, but shall immediately report such action to the Employer. Such employee shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension and be advised of her rights as a member of the Association, A copy of the reasons for dismissal shall be forwarded to the Association within five (5) working days of the disciplinary action.

### 26:02 Right to Reinstatement

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without **loss** of seniority rating, and shall be compensated *for all* time lost in an amount equal to her normal rate of pay during the period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of both parties, or in the opinion of the Board of Arbitration, if the matter is referred to such Board.

### ARTICLE 27 - GRIEVANCE PROCEDURE

### 27:01 Grievance Defined

For the purposes of the Agreement, a "grievance" means a dispute or controversy between the Employer and one or more of its employees or between the Employer and the Association concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable and should any dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

### 27:02 Definition of Working Days

The words "working days" as used in this Article shall mean normal work days, excluding Christmas and Spring Breaks or paid holidays referred to in Article 10 of this agreement.

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### ARTICLE27 - Cont'd

### 27:03 Association Representation

An employee has the right to representation by an Association Representative at any stage of the grievance procedure.

### 27:04 Processing of Grievance

Grievances shall be processed in the following manner and sequence:

#### STEP 1

Within ten (10) working days after the date upon which the employee was notified in writing, or on which she first became aware of the action or circumstances giving rise to the grievance, the employee or Association Steward shall present the grievance in writing to the Supervisor or her designate. The Supervisor or her designate shall issue a decision in writing to the employee or employees affected and *to* the Association within five (5) working days *of* receipt d the grievance.

### STEP 2

Failing satisfactory settlement of Step 1, or failing receipt of a decision from the Supervisor or her designate, the employee, through the Association, shall submit the grievance and redress requested to the Manager, Human Resources or his designate within five (5) working days of the date upon which the Supervisor or her designate issued or is required to issue her answer. Within five (5) working days of the date of receipt of the grievance at this step, the Manager, Human Resources shall hold a hearing and discuss the matter with the employee and/or Association Steward and/or Association Representative and shall issue his decision in writing to the employee, with copies to the Association Steward and the Association within ten (10) working days of the date of such meeting.

### STEP 3

Failing satisfactory settlement of Step 2 or failing receipt of a decision from the Manager, Human Resources or his designate, the employee and/or Association Steward and/or Association Representative shall within five (5) working days of the date upon which the Human Resources Officer or his designate issued or is required to issue his answer in writing, refer the written grievance to the Director of Education. Within ten (10) working days of receipt of the grievance at this step, the Director of Education shall hold a hearing and discuss the matter with the employee and/or Association Representative and shall issue his decision in writing within ten (10) working days of the Association.

### 27:05 Dismissal or Suspension Grievance at Step 3

In the case of the dismissal or suspension of an employee, the grievance shall be

#### ARTICLE 27 - Cont'd

presented in writing within ten (10) working days of the date of suspension or dismissal and shall be commenced at Step 3 of the Grievance Procedure and thereafter the time limits specified for the remaining steps shall apply.

### 27:06 Time Off with Pay for Steward

Any Association Steward who is required by an employee for the purpose of processing a grievance in accordance with any step of the Grievance Procedure shall be allowed time off with pay for such purpose.

#### 27:07 Reference to Arbitration

Failing satisfactory settlement of the grievance, the grievance may be referred to arbitration as set forth in Article 28.

#### ARTICLE 28 - ARBITRATION

#### 28:01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to the Agreement. Within five (5) working days thereafter, each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of the appointee. The two so named shall within five (5) working days select a third person to act as Chairman on the Board of Arbitration but should they not do so within the five (5) working days, either party may apply to Chief Justice of the Court of Queen's Bench to appoint a person to be Chairman.

#### 28:02 Who May Be an Arbitrator

No person shall be selected as a member of an Arbitration Board who:

- (i) is acting or has, in a period of twelve (12) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel or agent d either of the parties;
- (ii) has any pecuniary interest in the matters referred to the Board, other than being a taxpayer.

### 28:03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within forty-eight (48) hours after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed. The decision of the majority shall be the decision of the Board and in the event of there being no majority, the decision of the

### ARTICLE28 - Cont'd

Chairman shall be the decision of the Board.

### 28:04 Decision of the Board

The decision of the Board *o*<sup>f</sup> Arbitration shall be final and binding to both parties, **but** in no event shall the Board of Arbitration have the power *to* alter, modify, or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party within three (3) working days of the date of the decision may apply to the Chairman of the Board of Arbitration to reconvene the Board in order to clarify the decision, which it shall do within three (3) working days.

### 28:05 Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the Arbitrator it appoints;
- (ii) one-half the fees and expenses of the Chairman;
- (iii) one-half the expenses of the Arbitration Board for clerical assistance, supplies, and rent of a place to meet.

### 28:06 Amending of Time Limits

The time limits in both the grievance and arbitration procedures may be extended by consent of the parties to this agreement in writing. If the Grievor fails *to* process a grievance to the next step within the time limits specified, the grievance shall be deemed to have been abandoned. If the Division fails to answer a grievance within the time limits specified, the grievance shall be deemed to have succeeded.

### 28:07 <u>Witnesses</u>

At any state of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses, or other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Employer's premises in order to view any working conditions which may be relevant to the settlement of the grievance. Any employee subpoenaed as a witness *to* an arbitration hearing shall be allowed time off with pay to attend such arbitration hearing.

### 28:08 Arbitration Jurisdiction

No matter shall be subject to arbitration which involves:

- (i) any request for modification of the Agreement;
- (ii) any matter not covered by the Agreement;

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### ARTICLE 28 - Cont'd

(iii) any matter which by the terms of the Agreement is exclusively vested in the Employer.

### 28:09 Single Arbitrator

Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply, <u>mutatis mutandis</u>, to the single arbitrator.

#### ARTICLE 29 - RESOLUTIONS AND REPORTS OF THE SCHOOL BOARD

29:01 Copies of all resolutions and minutes adopted by the St. James-Assiniboia School Board which affect employees covered by this Agreement are to be forwarded to the Association within two (2) weeks of such adoption.

### ARTICLE 30 - INTERPRETATION

30:01 Where the singular and feminine are used in this Agreement, the same shall be construed as meaning the plural, or the masculine or the neuter where the context so admits or requires and the converse shall hold as applicable.

#### ARTICLE 31 - LABOUR MANAGEMENT NEGOTIATIONS

#### 31:01 Negotiating Committee

A *Negotiating* Committee shall be appointed and consist of such members of the Employer as appointed by the Employer as the Employer may determine and not more than five (5) members of the Association as appointees of the Association. The Association will advise the Employer of the Association appointees to the Committee.

#### 31:02 Outside Representation

Both parties shall have the right at any time to the assistance **of** additional representatives when dealing or negotiating.

### 31:03 Meeting of Committee

The Committee shall unless otherwise agreed meet within the time prescribed in Article 34.02.

#### 31:04 Time Off for <u>Negotiating Meetings</u>

Any representative of the Association on the Negotiating Committee who is an

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### ARTICLE 31 - Cont'd

employee of the Employer shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

### 31:05 No Strike - No Lockout

During the term of this collective agreement:

- a) the Association shall not declare or authorize a strike of the employees;
- b) the Employer shall not declare or cause a lockout of the employees;
- c) no employee in the unit shall strike.

### ARTICLE 32 - TRAINING AND RETRAINING

32.01 In the event that the Employer should introduce new equipment, machines, apparatus or processes which require new or greater skills than are possessed by the employee affected, such employee shall be given a reasonable length of time, but such time period is not to exceed six months, during which time she may acquire the necessary skills. There shall be no reduction in this employee's rate of pay during the training period and no reduction of pay upon being reclassified in the new position.

### ARTICLE 33 - ACCESS FOR ASSOCIATION REPRESENTATIVE

33:01 Representatives of the Association shall, with the approval *of* the Division, be entitled to visit the work place of any employee at all reasonable times during the normal working hours applicable to such work place for the purpose of communicating with such employees, provided that visits shall not result in unnecessary disruption of operations carried on in the work place. Such approval shall not be unreasonably withheld.

### ARTICLE 34 - DIVISION/ASSOCIATION LIAISON COMMITTEE

34,01 There shall be a Committee consisting of representatives (no more than four (4) Division representatives and four (4) Association representatives) whose purpose shall be to discuss and recommend action on matters of joint concern. The Committee shall meet on an as required basis with a minimum of once per school year.

### ARTICLE 35 - DURATION OF AGREEMENT

35:01 <u>Term</u>

This Agreement shall be in full force and effect from January 1, 1995 up to and including December 31, 1998 but any changes in language from the previous Agreement

#### ARTICLE 35 - Cont'd

shall not take **effect** until the date of signing of this Agreement. The parties have agreed to meet to negotiate wages for the period from January 1, 1998 to December 31, 1998.

Employees who are no longer with the Division shall be entitled to receive retroactive pay provided that they make written application to the Division no later than forty-five (45) days after the date of the signing of this Agreement.

#### 35:02 Notice to Negotiate

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 thirty (30) 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 such written proposals the party receiving the notice must submit *its* 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*. If notice is not given as above, this Agreement shall automatically be renewed for a period of one (1) year.

DATED at Winnipeg, Manitoba, this  $19^{ct}$  day of 162., 1996.

SIGNED ON BEHALF OF ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2

SIGNED ON BEHALFOF MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES

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### -33-

### "APPENDIX A"

### EMPLOYMENT STANDARDS - SECTION 36

# "Maternity leave

**36(1)** Every employee

(a) who has completed 12 consecutive months of employment for or with an employer;

(b) who submits to her employer an application in writing for leave under this subsection at least four weeks before the day Specified by her in the application as the day on which she intends to commence such leave; and

(c) who provides her employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

is entitled to and shall be granted maternity leave..."

### "Commencement and terminating dates of leave

**36(2)** Maternity leave granted to an employee under subsection (1) shall commence not earlier than 17 weeks preceding the date specified in the certificate mentioned. . . "

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# SALARY SCHEDULE \*\*\*January 1, 1995 - December 31, 1998

*	Secretarial Assistant IA Secretarial Assistant IA (205 days)	Page 1 Page 14
*	Secretarial Assistant IIA Secretarial Assistant IIA (205 days)	Page 1 Page 14
*	Secretarial Assistant IIIA Secretarial Assistant IIIA (205 days)	Page 1 Page14
*	Secretarial Assistant IVA Secretarial Assistant IVA (205 days)	Page 2 Page 15
*	Secretarial Assistant VA & Media Clerk III Secretarial Assistant VA & Media Clerk III (205 days)	Page 2 Page 15
×	Secretarial Assistant VB Secretarial Assistant VB (205 days)	Page 2 Page 15
*	Administrative Assistant Administrative Assistant (205 days)	Page 3 Page16
*	Media Clerk I Media Clerk I (205 days)	Page 4 Page 16
*	Media Clerk II Media Clerk II (205 days)	Page 4 Page 16
	Media Clerk II (12 mos.)	Page 4
*	Library Technician Qualified (208 days)	Page 5
*	Library Technician Qualified (200 days)	Page 5
*	Library Technician Unqualified (208 days)	Page 6
*	Library Technician Unqualified (200 days)	Page 6
*•	Educational Assistant A	Page 7
* *	Educational Assistant B	Page 8
* *	Educational Assistant C	Page 9
• *	Educational Assistant C1	Page 10

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\* \* Educational Assistant C2 Jan. 1/92 - Dec. 31/93 Page 11 Secretarial Assistant I Jan. 1/92 - Dec. 31/93 Page 12 Secretarial Assistant II & Page 12 Clerk Secretarial Assistant III, Assist. Accs. Payable Clrk. & Page 12 Assist. Purchasing Clerk Secretarial Assistant IV, Assistant Payroll Clerk, Accounts Payable Clerk & Purchasing Clerk Page 13 Secretarial Assistant V, Pavroll Clerk & Page 13 Accounting Clerk Accounting Clerk/Computer Page 13 Operator

The bi-weekly pay has been reduced by the holdback so that staff in this classification will receive pay during the Christmas, Spring and Summer breaks.

\* \* Educational Assistants are paid bi-weeky 22 times per year.

\*\*\* <u>NOTE</u>: Wage reopener for the period January 1, 1998 -December 31, 1998

<u>Signing Bonus</u> As a signing bonus, each employee in the bargaining unit will be given one day off with pay prior to June 30, 1997. The employee, with the approval of her principal or supervisor, will select the in-service or administration day where possible on which she is not required to work. It is understood this will be a one-time only entitlement.

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Effective Jul 1 1996 lo Jun 30 1997

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Effective Jul 1 1997 To Jun 30 1998

Hiner	Hr	ly Al	Tot Sal	Biweekly	Yi/liner Huly
(B2)	Û	\$9.64	\$15,002	\$577,00	0
$\sim$	1	\$10.14	\$15,780	\$606.92	I
	2	\$10.65	\$16,893	\$649.73	2
	3	\$11.15	\$17,686	\$680.23	3
	4	\$11.65	\$18,479	\$710.73	4
	5	\$12.06	\$19,490	\$749.62	5
	16	\$12.06	\$19,944	\$767.08	16

Yi/Incr	<u>i ti iy</u>	<u>RI</u>	Tot Sal	Biweekly
	0	\$9.64	\$15,002	\$577.00
	1	\$10.14	\$15,780	\$606,92
	2	\$10.65	\$16,893	\$649,73
	з	\$11.15	\$17,686	\$680.23
	4	\$11.65	\$18,479	\$710.73
	5	\$12.06	\$19,490	\$749.62
	6	\$12.06	\$19,944	\$767.08

Secret. Assistant 2a (Aug1/96 205 DAYS)

Secret. Assistant 2a (Aug1/96 205 DAYS)

Effective Jul 1 1996 To Jun 30 1997

Effective Jul 1 1997 To Jun 30 1998

Yr/Iner	Hrl	y fil	Tol Sal	Biweekly	¥i/ļu
	0	\$11.26	\$17,523	\$673.96	
	1	\$11.77	\$18,317	\$704.50	
	2	\$12.27	\$19,462	\$748.54	
	3	\$12.77	\$20,255	\$779.04	
	4	\$13.28	\$21,064	\$810.15	
	5	\$13.67	\$22,092	\$849.69	
	16	\$13.67	\$22,606	\$869.46	

Yi/incr	Hil	y <u>Al</u>	Tot Sat	Biweekly
	0	\$11.26	\$17,523	\$673.96
	1	\$11.77	\$18,317	\$704.50
	2	\$12.27	\$19,462	\$748.54
	3	\$12.77	\$20,255	\$779.04
	4	\$13.28	\$21,064	\$810.15
	5	\$13.67	\$22,092	\$849.69
	16	\$13.67	\$22,606	\$869,46

Secret. Assistant 3a (Aug1/96 205 DAYS)

Effective Jul 1 1996 lo Jun 30 1997

Effective Jul 1 1997 To Jun 30 1998

Secret. Assistant 3a (Aug1/96 205 DAYS)

Yr/Incr	<u>Huly Rt</u>	To! Sal	Biweekly
0	\$11.87	\$18,473	\$710.50
1	\$12.38	\$19,266	\$741.00
2	\$12.88	\$20,430	\$785.77
3	\$13.38	\$21,223	\$816.27
4	\$13.88	\$22,016	\$846.77
5	\$14.28	\$23,078	\$887.62
16	\$14.28	\$23,615	\$908.27

Yr/lacr	Hrly	Rt	Tot Sal	Biweekly
	0	\$11.94	\$18,582	\$714.69
	Ι	\$12.45	\$19,375	\$745.19
	2	\$12.95	\$20,54 I	\$790.04
	3	\$13.45	\$21,334	\$820.54
	4	\$13.95	\$22,127	\$851.04
	5	\$14.35	\$23,191	\$891.96
1	6	\$14.35	\$23,731	\$912.73

Effective Jul 1 1996 lo Jun 30 1997

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Effective Jul | 1997 lo Jun 30 1998

Yr/Ingr	H	rly Rt	Tot Sal	Biweekly	Yr/Incr Hi	ly Ri	To! Sal	Biweekly
	0	\$13.22	\$20,574	\$791.31	0	\$13.67	\$21,274	\$818.23
	1	\$13.71	\$21,336	\$820.62	Ι	\$14.16	\$22,036	\$847.54
	2	\$14.21	\$22,540	\$866.92	2	\$14.66	\$23,253	\$894.35
	3	\$14.70	\$23,317	\$896.81	3	\$15.15	\$24,031	\$924.27
	4	\$15.20	\$24,110	\$927.31	4	\$15.65	\$24,824	\$954.77
	5	\$15.60	\$25,211	\$969.65	5	\$16.05	\$25,938	\$997.62
	16	\$15.60	\$25,798	\$992.23	16	\$16.05	\$26,542	\$1,020.85

#### Secret. Assistant 5a

Modia Cik.3 (Aug1/96 205 DAYS)

Effective Jul 1 1996 to Jun 30 1997

Modia Cik. 3 (Aug1/96 205 DAYS)

Secret. Assistant 5a

Effective Jul 1 1997 to Jun 30 1998

Yr/Incr	Hr	ly Rt	Tot Sal	Biweekty	Yi/Incr Hi	ly Rt	Tot Sal	Biweekty
	0	\$14.19	\$22,083	\$849.35	Û	\$14.39	\$22,394	\$861.31
	1	\$14.67	* \$22,830	\$878.08	Ι	\$14 U7	\$23,141	\$890.04
	2	\$15.15	\$24,031	\$924.27	2	\$15.35	\$24,348	\$936.46
	3	\$15.63	\$24,792	\$953.54	Э	\$15.83	\$25,109	\$965.73
	4	\$16.10	\$25,537	\$982,19	4	\$16.30	\$25,855	\$994.42
	5	\$16.50	\$26,666	\$1,025.62	5	\$16.70	\$26,989	\$1,038.04
	16	\$16.50	\$27,287	\$1,049.50	16	\$16.70	\$27,617	\$1,062.19

Secret. Assistant 5b (Aug1/96 205 DAYS)

Secret. Assistant 5b (Aug1/96 205 DAYS)

Effective Jul 1 1996 To Jun 30 1997

Effective Jul I 1997 lo Jun 30 1998

Yr/Iner	. tiriy	/ <u>RL</u> .	To! Sal	Biweekly	Yi/Incr H	uly <u>Rt</u>	Tot Sal	Biweekly
	0	\$15.10	\$23,499	\$903.81	0	\$15.10	\$23,499	\$903.81
	1	\$15.60	\$24,277	\$933.73	1	\$15.60	\$24,277	\$933.73
	2	\$16.15	\$25,617	\$985.27	2	\$16.15	\$25,617	\$985.27
	3	\$16.65	\$26,410	\$1,015.77	3	\$16.65	\$26,410	\$1,015.77
	4	\$17.15	\$27,203	\$1,046.27	4	\$17.15	\$27,203	\$1,046.27
	5	\$17.66	\$28,540	\$1,097.69	5	\$17.66	\$28,540	\$1,097.69
	16	\$17.69	\$29,254	\$1,125.15	16	\$17.69	\$29,254	\$1,125.15



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Effective Jul 1 1996 To Jun 30 1997

Effective Jul I 1997 To Jun 30 1998

Yr/incr	Hidy	RI	Tot Sal	Biweekly	Yr/Incr	Hity RL	Tot Sal	Biweekly
	0	\$15.95	\$24,822	\$954,69	0	\$15.95	\$24,822	\$954.69
	I	\$17.15	\$26,690	\$1,026.54	I	\$17.15	\$26,690	\$1,026.54
	2	\$18.41	\$29,201	\$1,123.12	2	\$1841	\$29,201	\$ 1,123.12
	3	\$19.62	\$3 I,121	\$1,196.96	3	\$19.62	\$31,121	\$1,196.96
	4	\$20.82	\$33,024	\$1,270.15	4	\$20.82	\$33,024	\$1,270.15
	5	\$21.36	\$34,520	\$1,327.69	5	\$21.36	\$34,520	\$1,327.69
1	6	\$21.43	\$35,439	\$1,363.04	16	\$21.43	\$35,439	\$1,363.04

Media Clerk 1 (Aug1/96 205 DAYS)

Media Clerk I (Aug1/96 205 DAYS)

Effective Jul 1 1996 to Jun 30 1997

Effective Jul 1 1997 To Jun 30 1998

Yr/Incr	thly A	ţ	Tot Sal	Biweekly	Yr/Incr H	hiy <u>Ri</u>	Tot Sal	Biweekly
	0 \$1	1.08	\$16,627	\$639.50	0	\$11.08	\$16,627	\$639.50
	1 \$1	1.59	\$17,393	\$668.96	1	\$11.59	\$17,393	\$668.96
	2 \$1	2.15	\$18,584	\$714.77	2	\$12.15	\$18,584	\$714.77
	3 \$1	2.66	\$19,364	\$744.77	3	\$12.66	\$19,364	\$744.77
	4 \$1	3.18	\$20,159	\$775.35	4	\$13.18	\$20,159	\$775.35
	5 \$1	3.69	\$21,334	\$820.54	5	\$13.69	\$21,334	\$820.54
1	6 \$1	13.69	\$21,831	\$839.65	16	\$13,69	\$21,831	\$839.65

Media Clerk 2 ( Aug1/96 205 DAYS)

Media Clerk 2 (Aug1/96 205 DAYS)

Effective Jul 1 1996 lo Jun 30 1997

Effective Jul I 1997 To Jun 30 1998

Yr/Iner	Hily Bt		Tot Sal	Blweekly	Yı/Incr	Hat	y Rt	Tot Sal	Biweekly
(	D <b>\$</b> 11	.56	\$17,348	\$667.23		0	\$11.56	\$17,348	\$667.23
	1 \$12	2.06	\$18,098	\$696.08		Ι	\$12.06	\$18,098	\$696.08
:	2 \$12	2.63	\$19,318	\$743.00		2	\$12.63	\$19,318	\$743.00
:	3 \$13	3.14	\$20,098	\$773.00		3	\$13.14	\$20,098	\$773.00
	4 \$13	3.64	\$20,863	\$802.42		4	\$13.64	\$20,863	\$802.42
:	5 \$14	1.15	\$22,051	\$848.12		5	\$14.15	\$22,051	\$848.12
1	6 \$14	1.16	\$22,580	\$868.46	1	6	\$14.16	\$22,580	\$868.46





The St. James-Assiniboia School Division No. 2

2574 Portage Ave., Winnipeg, Manitoba R31 OH8

Telephone: (204) 888-7951 FAX: (204) 831-0859

G.8. Buchholz Director of Education and Secretary-Treasurer

**BETWEEN:** 

# LETTER OF UNDERSTANDING

The St. James-Assinibola School Division No. 2 and The Manitoba Association of Non-Teaching Employees

# RE: CAR MILEAGE

PURSUANT to discussions between the St. James-Assiniboia School Division No. 2 and the Manitoba Association of Non-Teaching Employees:

The parties agree that any M.A.N.T.E. employee required by the Division to work at two separate work sites, in any one day, in order to maintain their full-time work assignment, will receive reimbursement for mileage according to Board Policy DLC (page 5).

Employees are required to complete the Division Car Mileage Allowance Form.

DATED THIS

1 DAY OF

Signed on behalf of the St. James-Assiniboia School Division No. 2

1993.

Signed on behalf *of* Manitoba Association 'of Non-Teaching Employees

Great Schools for Growing and Learning



The St. James-Assiniboia School Division No. 2

2574 Portage An., Winnipeg, Manitoba R31 OH8

Telephone: (204) 888-7951

G.B. Buchholz Director of Education and Secretary-Treasurer

#### LETTER OF UNDERSTANDING

#### BETWEEN :

THE ST. JAMES-ASSINIBOLA SCHOOL DIVISION NO. 2

AND

THE MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES

#### RE: ARTICLE 7, HOURS OF WORK

NOTWITHSTANDING the provision of Clauses 7.01 and 7.03 of the Collective Agreement, the Division may establish a differing normal work day for employees bired in Continuing Education, in the classifications of Media Clerk. Computer Operator (Board Office), and Hail Clerk/Duplicating Clerk (Secretarial Assistant II, Board Office), provided that:

- 1.) the, newly established normal hours of work shall only apply to new employees who are hired to the foregoing classifications and to then current employees who volunteer to work such hours:
- 2.) the newly established normal hours of work shall not affect the, hours of work or any other working conditions for employees who are working during the normal day as defined in Clauses 7.01 and 7.03;
- 3.) the Division shall provide the Association with written notice of the foregoing at least two (2) weeks in advance of the same being implemented.

DATED THIS DAY OF 1988. BÓ PRESIDENT, CHAIRMAN, M:A:N:F.E: NEGOTIATIONS CATION & TREASURER COMMITTEE

Great Schools for Growing and Learning

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#### LETTER OF UNDERSTANDING

#### BETWEEN :

AHE ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2

AND

THE MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES

#### RE: SECRETARIAL ASSISTANT, CONTINUING EDUCATION PROGRAM (Full-time Position, Effective 1988/89 School Year)

PURSUANT to discussions between the School Division and M.A.N.T.E., it is agreed by both parties that the normal of hours of work for the SECRETARIAL-ASSISTANT position to *Se* established for the CONTINUING EDUCATION PROGRAM shall be thirty-five (35) hours per week, seven (7) hours per day, Monday to Friday inclusive, and the normal work day shall be between 12:00 Noon and 8:00 p.m.

This LETTER OF UNDERSTANDING will expire at the end of the 1989/90 School Year.

DATED THIS 18 DAY OF May , 1988. CHAIRMAN OF THE BOARD PRESIDENT, M.A.N.T.E DIRECTOR OF EDUCATION & VICE-PRESIDENT. M.A.N.T.E. SECRETARY-TREASURER Great Schools for Growing and Learning

#### HELIOPANDUM OF AGREENENT

BETWEEN:

# THE ST. JAMES-ASSINIBOLA SCHOOL DIVISION NO. 2

and

### THE MANITODA ASSOCIATION OF NON-TEACHING EMPLOYEES

The above parties agree that effective the date of signing this letter, the Administrative Assistant for Sturgeon Creek will be excluded from Article 7, Hours of Work.

DATED this 29th day June 1983.

FOR THE BOARD

RM. Mal

FOR THE ASSOCIATION



The St. James-Assiniboia School Division No. 2

2574 Portage Ave.. Winnipeg, Manitoba R3J OH8

Telephone: (204) 888-7951 FAX: (204) 831-0859

G.B. Buchholz Director of Education and Secretary-Treasurer

# LETTER OF UNDERSTANDING

# Re: Calculation of Annual and Bi-weekly Salaries

BETWEEN:

## ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2,

### -and-

# THE MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES

The parties agree that annual and bi-weekly salaries will be calculated as

follows:

1. For Employees who work the full calendar year:

Annual Salary = (Hourly Rate x Hours worked per Day) x (Days Worked per Year + Statutory Entitlement + Vacation Entitlement)

Definitions for the formula above as set out in collective agreement.

Bi-Weekly Salary = Annual Salary /26.1

The annual salary has been divided by 26.1 in order *to* adjust for those years in which there are 27 pay periods. During such years, employees who work the entire year will receive 27 rather than 26 pay cheques.

# 2. For Employees (other than Educational Assistants) who work less than the full calendar year

### A. Those Working 208 Days

Annual Salary = ((Hourly Rate x Hours Worked per Day) x (Days Worked per Work Year + Statutory Entitlement)) x (1 + Vacation Entitlement))

Definitions for the formula above:

Days Worked Per Work Year = 208 days Statutory Entitlement = 8.77 days for employees with increment less than 16 = 9.77 days for employees with increment of 16 or more

Bi-Weekly Salary = Annual Salary /26

### B. Those Working 205 Days

Annual Salary = ((Hourly Rate x Hours Worked per Day) x (Days Worked per Work Year + Statutory Entitlement)) x (1 + Vacation Entitlement))

Definitions for the formula above:

Days Worked Per Work Year = 205 days Statutory Entitlement = 8.77 days for employees with increment less than 16 = 9.77 days for employees with increment of 16 or more

Bi-Weekly Salary = Annual Salary /26

#### C. Those Working 200 Days

Annual Salary = ((Hourly Rate x Hours Worked per Day) x (Days Worked per Work Year + Statutory Entitlement)) x (1 + Vacation Entitlement)) Definitions for the formula above:

> Days Worked Per Work Year = 200 days Statutory Entitlement = 8.77 days for employees with increment less than 16 = 9.77 days for employees with increment of 16 or more Bi-Weekly Salary = Annual Salary /26

3. For Educational Assistants

Aug. 5, 1992 onward

Annual Salary = ((Hourly Rate x Hours Worked per Day) x (Days Worked per Year + Statutory Entitlement)) x (1 + Vacation Entitlement))

Definitions for the formula above:

Days Worked Per Work Year = as 'per contract Statutory Entitlement = 8.77 days for employees with increment less than 16 = 9.77 days for employees with increment of 16 or more

Bi-Weekly Salary = Annual Salary /22

Dated at Winnipeg this \_\_\_\_\_day of nov., 1996.

SIGNED ON BEHALF OF ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2,

SIGNED ON BEHALF OF MANITOBA ASSOCIATION OF NON-TEACHING EMPLOYEES