



INTERLAKE
SCHOOL DIVISION

JULY 1, 2023 - JUNE 30, 2026

COLLECTIVE AGREEMENT BETWEEN

**INTERLAKE SCHOOL DIVISION
(Hereinafter referred to as "the Division")**

-and-

**The Interlake Association of Non-Teaching Employees (IANTE)
(Hereinafter referred to as "the Association")**

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PREAMBLE:

WHEREAS it is the desire of both parties to this Agreement to foster the education of the children in the community and to maintain the existing harmonious relations and settle conditions of employment between the Division and the Association, to promote co-operation and understanding between the Division and its staff, to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation and to promote the morale, well-being and employment security of all employees in the bargaining unit of the Association;

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

INTERPRETATION:

Where the singular is used in this agreement, the same shall be construed as meaning the plural, where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 1: RECOGNITION

- 1.01 The Division recognizes the Association as the sole and exclusive bargaining agent for those employees in the employ of the Interlake School Division as described in the Manitoba Labour Certificate No. 4437 dated July 27, 1990, except "casual" employees and those excluded by the Act.
- 1.02 For the purpose of this Agreement, the following definitions shall apply:
- A. i) **Regular Full-time Employees** are those working the prescribed hours of work as per Article 12 (Hours of Work) and who have satisfactorily completed the ninety (90) day probationary period.
- ii) **Regular Part-time Employees** are those working less than the prescribed hours of work as per Article 12 (Hours of Work) and who have satisfactorily completed the ninety (90) day probationary period.
- iii) Regular employees who apply for and are awarded a temporary/term position through the provisions of the Collective Agreement will not be classified as a temporary employee, and will therefore continue to accrue seniority and not be deemed to be a probationary employee while in the temporary/term position.
- iv) **Temporary Employees** – means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event.

A temporary employee shall not be employed for a period to extend beyond six (6) months except in either:

- a) the circumstances as outlined in clause B. ii); or
- b) where the Association and the Division have mutually agreed to extend the six (6) month stipulation.

CONTINUED ARTICLE 1: RECOGNITION

- B. i) **Regular Position** – means a position that does not exhibit the characteristics of a temporary/Term position.
- ii) **Temporary/Term Position** – means a full-time or part-time position that is to be filled until the completion of a specific job or until the occurrence of a specific event by reason of:
- a) an assignment solely related to working with one child who is expected to leave the Division prior to the end of the School Year.
 - b) maternity/parental leave
 - c) long-term illness approved leave of absence
 - d) approved leave of absence; or
 - e) a specific project for a portion of the School Year

A temporary employee shall be paid at the minimum step of the applicable salary classification:

- a) For the first twenty (20) working days (unless it is known that the term will exceed twenty (20) working days) the temporary employee will not be entitled to any of the rights or privileges of the collective agreement.
- b) Following the period in (a), or if it is known that the term will exceed twenty (20) working days, the temporary employee shall have an amount equal to the current Association dues deducted by the Division from each paycheque and the employee shall be entitled to all rights and privileges of the collective agreement, with the exception that the employee will be deemed to be a probationary employee for the entire period and shall not acquire seniority under the provisions of the collective agreement.
- c) The Division will, at the time of hire, provide a temporary employee with a letter setting forth the length of time that the employee is expected to be employed. A copy of such letter shall concurrently be provided to the Association.
- d) A temporary employee who becomes a regular employee within the same classification, within thirty (30) working days of having completed employment as a temporary employee, shall have their date of hire and their seniority established as of their last date of hire as a temporary employee.

- C. **Casual Employee** - means an employee who is employed on an irregular or unscheduled basis, or students. A casual employee is not covered by this Agreement.

- 1.03 Part-time employees and employees on lay-off may place their names on the support staff substitute list in particular schools along with their availability and when utilized, will be paid their current rate of pay.

ARTICLE 2: EFFECTIVE PERIOD

- 2.01 This Agreement shall take effect and be binding upon the Parties from the first day of **July 1, 2023, to June 30, 2026** and thereafter until revised or terminated as hereinafter provided.
- 2.02 Either of the parties wishing to revise this Agreement shall notify the other party in writing not more than ninety (90) days and not less than sixty (60) days notice prior to the expiry of this Agreement.
- 2.03 Notice in accordance with Article 2.02 shall be effectively given when registered and mailed to the home address of the President of the Association and the lawyer as may be designated by the Association from time to time.
- 2.04 Notice in accordance with Article 2.02 shall be effectively given when emailed and mailed to the Secretary-Treasurer, Interlake School Division, 192 - 2nd Avenue North, PTH #67, Stonewall, Manitoba, or to such other address as the Division may have supplied to the Association in writing.

ARTICLE 3: ASSOCIATION SECURITY AND DUES DEDUCTION

- 3.01 The Division shall advise the Association in writing of a new employee's name, position, start date and work location.
- 3.02 The Division shall deduct from the wages of each employee covered by this Agreement the monthly dues or special assessments established by the Association in accordance with its constitution and by-laws. The first dues deduction shall be made after the employee has worked a full pay period.
- In consideration of the foregoing clause, the Association shall hold the Division harmless with respect to all dues so deducted and remitted and with respect to any liability which the Division may incur as a result of such deductions.
- 3.03 The Association shall advise the Division of the amount of the dues or special assessments to be deducted and all amounts so deducted shall be forwarded by the Division in one sum, to the Treasurer of the Association within fifteen (15) days following the month of deduction, together with a list of names of employees from which dues have been deducted.
- 3.04 The Treasurer of the Association shall notify the Division in writing of any changes in the amount of dues or of any special assessments at least one month in advance of the end of the pay period in which the deduction is to be made.
- 3.05 The Association agrees that there shall be no solicitation of members on the premises of the Board during working hours except as permitted by this Agreement.
- 3.06 The Division shall send to the Association's President electronic copies of all postings, full-time and part-time hirings and transfers, lay-offs and recalls, resignations and retirements.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 Except as otherwise expressly provided, the Division shall have the right, responsibility and authority to manage, operate and regulate the Division and its affairs and functions in all respects.
- 4.02 The Division shall exercise its rights in a fair and reasonable manner. The Divisions' rights shall not be used to direct the working force in a discriminatory manner. The Association recognizes the exclusive right of the Division to discharge, suspend or discipline employees for just cause.

ARTICLE 5: NO DISCRIMINATION

The Association and Division agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of any of the protected characteristics in *The Human Rights Code*, including without limitation race, nationality, religion, colour, sex, age, marital status, physical handicap, ethnic or national origin, political beliefs, family status, or by reason of membership or non-membership in the Association.

ARTICLE 6: PROBATIONARY EMPLOYEES

- 6.01 New employees shall be on probation until they have completed ninety (90) paid full or partial days of employment. For purposes of this article, a days employment means days actually worked and excludes sick leave days, general holidays, general leaves of absence, and days not working during Christmas and midterm break. The Division may, if it notifies both the Association and the employee in writing prior to the expiration of the initial probationary period, extend the probationary period for a further period not exceeding twenty-five (25) paid full or partial days of employment.
- 6.02 During the 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 the probationary period without recourse to the grievance and arbitration procedure.
- 6.03 After completion of the probationary period, seniority shall be effective from the date of employment.
- 6.04 Employees new to the Division shall not be considered for posted positions during the probationary period.

ARTICLE 7: SENIORITY

- 7.01 Seniority shall be defined as the length of continuous service since the date of last hire and shall be the cumulative amount of time, other than overtime which the employee has worked for the Division.
- 7.02 All seniority shall be stated in equivalent years of service to 2 decimal places (i.e. 6.18 years and 11.23 years).
 - A year of service shall be:
 - A. 1,400 paid hours for school administrative assistants and library technicians;
 - B. 1,045 paid hours for educational assistants and library clerks.

No employee shall receive credit for more than one (1) year of service during a (1) year period.

CONTINUED ARTICLE 7: SENIORITY

- 7.03 The Division shall maintain seniority lists showing the date upon which each employee's service commenced, along with their seniority standing stated in the equivalent of years of service. The Division will maintain separate seniority lists for school administrative assistants, library technicians and educational assistants/library clerks.
- 7.04 Updated seniority lists shall be provided and sent to the Association and to each employee employed under the agreement not later than September 30th of each year. The seniority lists will be as at the previous June 30th.
- 7.05 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 Superintendent or their designate, but such protest shall be confined to errors or changes occurring subsequent to the posting of the previous seniority list. In the event the employee does not file a written protest with the Division within the time limit stipulated, the list shall be considered as accepted as regard 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) days of their return to work. If the employee's protest is not settled to the satisfaction of the parties to this agreement and the employee affected, the matter may be considered a grievance and be processed under Article 9 hereof.
- 7.06 A. Seniority shall be maintained and accumulated during:
- i) an absence due to sickness or accident for a period of time that the employee has accumulated sick leave credits;
 - ii) an authorized leave of absence of up to thirty (30) days.
- B. Seniority shall be maintained but not accumulated during:
- i) an authorized leave of absence in excess of thirty (30) days;
 - ii) a period of layoff less than eighteen (18) months.
- C. Without limiting the generality of the foregoing, an employee's seniority shall be forfeited and their employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- i) the employee is discharged and is not reinstated;
 - ii) the employee resigns;
 - iii) the employee is laid off for a period longer than eighteen (18) months;
 - iv) the employee, without valid reason, fails to return to work following an authorized leave of absence;
 - v) the employee does not return to work from layoff within ten (10) working days of being notified by telephone or email with confirmed receipt, or on the date they are required to return, whichever is later;
 - vi) the employee retires.

ARTICLE 8: LAYOFFS, RECALLS AND TRANSFERS

- 8.01 In the event of a layoff, employees (other than temporary employees) shall be laid off in the reverse order of their standing on the applicable seniority list, provided that the employees to be retained possess the necessary ability, qualifications and skill to perform the work.

Notwithstanding the foregoing, employees who are assigned solely to attend to one specific student and who have been employed by the Division for less than one (1) year, may be laid off out of seniority order.

Where the affected Educational Assistant has been employed by the Division for one (1) year or more, if there is no equivalent Educational Assistant position within the same school, the employee with the least seniority shall be transferred to an equivalent vacant position at another school. If there is no equivalent vacant position at another school, the junior employee within the school shall have the option of either being laid off or:

- A. If the junior employee within the school is a full-time employee, accepting a transfer to the position occupied by the most junior full-time Educational Assistant in the Division. The displaced Educational Assistant shall then have the option of either being laid off or accepting a transfer to the position occupied by the most junior Educational Assistant in the Division; or
- B. If the junior employee within the school is a part-time employee, accepting a transfer to the position occupied by the most junior Educational Assistant in the Division.

- 8.02 The Division shall notify employees who are to be laid off fifteen (15) working days prior to the effective day of the layoff or, in the absence of such notice, shall grant pay in lieu thereof. A copy of such notice shall forthwith be provided to the Association.

- 8.03 Employees who are laid off shall be placed on a recall list, with a copy forwarded to the Association, and shall be called back in reverse order of layoff, starting with the most senior employee in the classification and descending from there, provided that the most senior employee has the ability, qualifications and skill to perform the duties of the position to be filled. In such cases, the job posting process shall not be followed.

Employees who have worked with the Division in more than one classification, and who are subsequently laid off, shall be placed on the recall list for each of the classifications in which they have worked.

- 8.04 Notice of recall to an employee who has been laid off shall be made by registered mail to the last known address of such employee filed by the employee.

- 8.05 An employee who is on the recall list who is offered and accepts a position with fewer number of hours than those worked at the time of layoff will continue to be treated as being on the recall list while working in the position with fewer hours.

- A. If a position of the same or greater number of hours than those worked at the time of layoff subsequently becomes available, the employee will be offered the position subject to relative seniority to others on the recall list and the requirements of Article 8.03.
- B. If the employee is offered and accepts such a position with the same or greater number of hours, the employee will be placed into the position and the position held with fewer hours will be filled with employees on the recall list or posted and filled if there are no employees on the recall list.

CONTINUED ARTICLE 8: LAYOFFS, RECALLS AND TRANSFERS

An employee on the recall list who is offered and refuses a position of the same or greater number of hours than those worked at the time of layoff will have their name placed at the bottom of the recall list.

- 8.06 No employee shall be permitted to have their name remain on the recall list in excess of eighteen (18) months following the month in which layoff occurred.
- A. If a suitable position has not been offered within eighteen (18) months and the employee is not working in a position with fewer hours of work than at the time of layoff, employment with the Division will be deemed to have been terminated, the employee's name shall be removed from the recall list, and the Division shall inform the employee in writing of this action.
- B. If the employee is working in a position with fewer hours than at the time of the original layoff, the employee will remain employed in the position with fewer hours.
- 8.07 The notification provisions with regard to layoff do not apply to Christmas, spring and summer breaks, nor to in-service, administration, or parent/teacher conference days.
- 8.08 If pursuant to the foregoing provisions an employee is displaced from their position and is required to move to a position in a different school as part of the transition from one school to the next and a position in the same classification at the employee's former school becomes available by November 30th of the school year, the employee shall be entitled to choose to return to their former school or remain in the position at the new school. The employee will have priority for the position at the former school over any employee on the recall list at that time. If more than one employee is displaced from a school, seniority shall prevail.
- 8.09 Where an employee has been transferred to a different school during the school year as a result of the foregoing provisions, the employee may request to be considered as part of the staff at the original school by submitting a School Preference Request Form. If such a request is made, the employee shall, for the purposes of staffing decisions for the beginning of the subsequent school year (up to November 30th), be considered to have been on staff at the original school. Any available positions will first be filled with employees that have submitted such a School Preference Request Form, in order of seniority, prior to recalling other employees or posting the position(s).
- 8.10 An employee wishing to transfer from a position in one school to a similar position in another school may submit, prior to April 30 in each school year, a Letter of Intent form to the Division. The Division will consider any such requests as part of placement of employees from one School Year to the following School Year based on overall classification seniority in the following categories:
- Transfer requests
 - Displaced employees
 - Employees on the recall list

If a position becomes available that is consistent with the transfer request, the Division will offer it based on seniority, subject to the employee having the necessary ability, qualifications and skill to perform the work.

This provision shall only apply in the transition from one School Year to the following School Year and while there are employees on the recall list. In the absence of employees on the recall list, the available position shall be posted and the employee may apply for the position in accordance with Article 15.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
- Step 1** The aggrieved employee(s) will submit the grievance to their immediate supervisor within ten (10) working days of the alleged incident, stating the article in the current agreement violated and the redress sought. The supervisor shall render their decision within ten (10) working days after receipt of the grievance.
 - Step 2** Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the employee(s) concerned will submit the written grievance to the Superintendent or designate of the Division. The Superintendent or designate shall render their decision within ten (10) working days after receipt of such notice.
 - Step 3** Failing satisfactory settlement under Step 2, the employee(s) concerned will submit the written grievance to the Board within ten (10) working days after receipt of the decision in Step 2. The Board shall render their decision within fifteen (15) working days after the meeting date or within ten (10) working days after the next regularly scheduled Board meeting, whichever occurs first.
 - Step 4** Failing satisfactory settlement being reached in Step 3, the Association shall indicate their intent to proceed or not proceed to Arbitration within fifteen (15) working days of the Board's decision.
- 9.02 The time limits in the Grievance Procedure may be extended by mutual agreement between the Board and the Association in writing.
- 9.03 Where a dispute involving a question of general application or interpretation occurs or in the case of suspension or discharge, Step 1 of the Grievance Procedure may be bypassed.
- 9.04 Replies to grievances shall be in writing at all steps.
- 9.05 An employee has the right to representation by an Association representative at any stage of the grievance procedure.

ARTICLE 10: ARBITRATION

- 10.01 **Referral to Arbitrator.** When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to the Agreement. Within five (5) working days thereafter, the requesting party shall provide the other party with a list of up to three (3) proposed single arbitrators. Within five (5) working days, the other party may agree to one of those names or provide a list of up to three (3) additional names to the requesting party.

In the event that the parties are unable to agree upon an arbitrator within a further five (5) days, the requesting party may within fourteen (14) working days request that the Manitoba Labour Board appoint an arbitrator pursuant to Section 114 of *The Labour Relations Act*.

CONTINUED ARTICLE 10: ARBITRATION

- 10.02 **Who May Be an Arbitrator.** No person shall be selected as an Arbitrator who:
- (a) Is acting or has, in a period of twelve (12) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or agent of either parties;
 - (b) Has any pecuniary interest in the matters referred to the Arbitrator, other than being a taxpayer.
- 10.03 **Arbitration Procedure.** The Arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.
- 10.04 **Decision of the Arbitrator.** The decision of the Arbitrator shall be final and binding to both parties, but in no event should the Arbitrator 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 Arbitrator to reconvene arbitration in order to clarify the decision, which it shall do within three (3) working days.
- 10.05 **Expenses of the Arbitrator.** The expenses of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.
- 10.06 **Jurisdiction of Arbitrator.** The Board of Arbitration shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this Agreement.
- 10.07 The Division will permit either the grieved or one (1) Association representative to attend any Arbitration hearing held within working hours without loss of remuneration.

ARTICLE 11: WAGES AND PAY PRACTICES

- 11.01 The Division shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 11.02 Salaries shall be paid on a bi-weekly basis.
- 11.03 **Annual Increments:**
- A. Employees employed more than half time will receive an annual increment on the first pay period following the recognition of full-time equivalent service.
 - B. Employees employed half time or less will qualify for an annual increment on the first pay period following recognition of full-time equivalent service as follows:
 - i) ***Educational Assistants and Library Clerks*** - 15 hours or less have to work two (2) years to receive an increment.
 - ii) ***All other Employees*** - 17.5 hours or less have to work two (2) years to receive an increment.
- All increments will be based upon employment with the Division.
- Entitlement to increments shall be based on full-time equivalent service.
- 11.04 Where an employee is promoted from one classification to another, the employee shall be classified for salary purposes in the new classification at either the step equal to or the step having the next highest salary to that currently being paid to the employee.

CONTINUED ARTICLE 11: WAGES AND PAY PRACTICES

Where an employee is awarded a position that does not involve a promotion, the employee shall be placed on the comparable step on the salary schedule, and shall maintain their present salary until the salary that is being paid for the position exceeds such present salary.

- 11.05 Employees will normally be hired at the minimum step of their classification. Should it be considered necessary to hire an employee at other than the minimum step, the Association shall be notified prior to the employee being hired.
- 11.06 Upon authorization by the principal, employees required to use their own vehicles in the performance of their duties, including employees who are required to travel between schools during the working day, shall be compensated on a mileage/kilometre basis at the same rate as is being paid to members of the Division's administrative staff.

ARTICLE 12: HOURS OF WORK

- 12.01 A. The normal hours of work for all full-time employees shall be as follows:
- i) **Educational Assistants and Library Clerks** - up to six (6) hours per day and a maximum of thirty (30) hours per week.
 - ii) **All other Employees** - seven (7) hours per day and thirty-five (35) hours per week

Notwithstanding these normal hours, the Division may establish a position having up to a maximum of eight (8) hours in a day and forty (40) hours in a week, and in such case, the hours so established shall be the normal hours of work for that position.

- B. Library Clerk and Educational Assistant positions are considered to be separate positions, however a Library Clerk or an Educational Assistant can have additional hours added to their core position pursuant to Article 12.08. An employee who is assigned to a combined position would work no less than three (3) hours per day in their core position in each half of such position.
- C. The normal hours of work for all part-time employees shall not be less than three (3) consecutive hours per day and fifteen (15) hours per week.
- 12.02 For the purpose of this Article, the term "school year" shall be that designated by the Minister of Education as set out in the Regulations to the Public Schools Act.
- 12.03 Employees shall normally work the school year unless otherwise hereinafter specified:

- A. Educational Assistants and Library Clerks shall normally work the school year other than in-service/administration days on which their services are not required. If Educational Assistants and Library Clerks are required to work on in-service/administration days, they shall be paid their regular hourly rate for all hours of attendance.
- B. Educational Assistants and Library Clerks will work three (3) in-service/Professional Development (PD) days during the school year, one (1) of which days shall be an orientation day that is held during the first or second week of each school year. The Division will determine the scheduling of the second and third days as described. Educational Assistants/Library Clerks who are not employed as at the date such in-services are held will not be provided with alternative in-service/PD time.

CONTINUED ARTICLE 12: HOURS OF WORK

- C. Library Technicians and School Administrative Assistants shall normally work the school year. The Board shall, subject to Article 12.05, establish in its sole discretion the requirement for additional working days and the times when such days are to be worked. The Division shall endeavour to ensure that employees are notified of such a requirement by May 1st of that year. Employees shall be paid their regular hourly rate for all hours of attendance. Additional working days shall not normally exceed ten (10) in number.
- 12.04 Where an employee is required to work in excess of the school year, such work shall be on a voluntary basis unless the employee has been notified of this requirement prior to May 1st of that year.
- 12.05 For employees referred to in 12.03 above, the additional days beyond the school year shall be consecutive working days immediately following the termination of the school year and/or immediately preceding the opening of the school year unless the employee otherwise agrees in writing.
- 12.06 The Division shall provide each employee with a paid rest period of fifteen (15) minutes during each half of the normal workday.
- 12.07 An employee who works five or more hours per day shall be entitled to a duty-free continuous unpaid lunch break of not less than thirty (30) minutes but not longer than the established student lunch break in the employee's school. Unless otherwise agreed between the Division, the Association and the employee concerned, such break shall normally be taken no earlier than seventy-five (75) minutes following the start of the employee's shift and no later than seventy-five (75) minutes prior to the end of the employee's shift.
- 12.08 This Article addresses the allocation of additional hours of work within a school that are regular and recurring.

If there are three (3.0) or more additional hours per day available to be worked within a school (Educational Assistant hours or Library Clerk hours) on a regular and recurring basis, the position will be posted as a vacancy.

If there are less than three (3.0) additional hours per day to be worked within a school (Educational Assistant hours or Library Clerk hours) on a regular and recurring basis, the additional hours will be allocated within the school in accordance with the following:

The Division will offer such opportunities to Employees working less than 6.0 hours per day, starting with the most senior qualified Employee working less than 6.0 hours per day within the school.

If the most senior qualified Employee does not agree to the assignment of the additional hours, the next most senior qualified Employee working less than 6.0 hours will be offered the additional hours.

The Division will continue thereafter to offer the additional hours to Employees in order of seniority.

An Employee will not be eligible for additional hours if:

1. The allocation would result in the requirement to pay overtime;
2. The allocation of additional hours would interfere with the employee's current work assignment;
3. The allocation of additional hours would have a negative impact on the operations of the Division and/or the school;
4. The Employee does not have the skills, abilities or qualifications to perform the available work.

ARTICLE 13: OVERTIME

- 13.01 All overtime must be authorized by the Superintendent or their designate.
- 13.02 Overtime shall be defined as hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week.
- 13.03 When an employee is directed to work on a general holiday, the employee will be paid at two (2) times their regular rate of pay for all hours worked on the general holiday and in addition they shall be paid their regular pay for the general holiday.
- 13.04 Overtime work shall be paid for at a rate of time and one half (1 1/2) for the first four (4) hours and double time (2x) after four (4) consecutive hours.
- 13.05 Participation in overnight trips shall be voluntary. Where an employee does agree to take part in such a trip, they shall, in addition to their normal pay, receive additional compensating time off in an amount as mutually agreed upon between the employee and the Division.
- 13.06 An employee directed to work overtime may, with the authorization of the Superintendent or designate, receive compensating time off at overtime rates, at a time mutually agreed to by the employee and their supervisor. All employees, with the exception of Educational Assistants and Library Clerks, shall be allowed to bank a maximum of thirty-five (35) hours of overtime in any school year. Educational Assistants and Library Clerks shall be allowed to bank a maximum of thirty (30) hours of overtime in any one school year. Such time must be taken within the same school year. All unused accumulated overtime shall be paid out to the employee on their last cheque in June.
- 13.07 An employee ceasing to be an employee, or being laid off, shall be paid for all accumulated overtime not taken at their current rate of pay.

ARTICLE 14: BENEFITS

14.01 Pension Plan

All employees shall be eligible to join the Manitoba School Boards Association Pension Plan for Non-Teaching Employees in accordance with the terms of the Plan.

14.02 Group Life Insurance

The Division will administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Plan.

14.03 E.I. Rebate

The parties agree that any rebates applied for as a result of a reduction in Employment Insurance premiums shall be allocated on the basis of 5/12's to the Association and 7/12's to the Board.

14.04 Long Term Disability Plan

Effective February 2007, the Division agrees to administer the employee-paid Manitoba School Boards Association (Non-Teaching Staff) Long Term Disability Plan for eligible employees in accordance with the terms of the Plan.

ARTICLE 15: JOB POSTING

- 15.01 Where a vacancy occurs or is about to occur or when a new position is created, the Division shall email a notification to each employee and post the position in each school for a minimum of seven (7) calendar days.

In the event that the Division finds it necessary to fill a position when schools are closed during July or August, the Division will issue a notification using its telephone notification system to each employee notifying them to check their email for a job posting notice and issue an email to each employee with the job posting notification. Vacancies may be advertised in the community concurrently.

- 15.02 Such posting shall contain the following information:

Nature and location of position, required qualifications, skills and abilities as per the prevailing job description, wage or salary rate or range, closing date, time of posting and designation of the position as a Regular Position or Temporary/Term Position.

In circumstances where the Division intends to post a position with a gender specific qualification, it will, prior to posting the position, provide the Association with general particulars of the reasons supporting the Division's position of the existence of a gender specific requirement.

- 15.03 When filling a vacant position, the Division shall base its decision on the qualifications, skills and abilities of the applicant to meet the requirements of the position. If qualifications, skills and ability are relatively equal, Classification seniority (School Administrative Assistant, Library Technician or Educational Assistant/Library Clerk) shall prevail, or where none of the relatively equal applicants have Classification seniority for the classification of the applied for position, Divisional seniority shall prevail.

- 15.04 Where, in the opinion of the Division, an employee has the requirements for a vacancy in accordance with Article 15.03, they shall be given the opportunity to be considered for the position before new persons are hired.

- 15.05 If an existing employee is the successful applicant for a posted new or vacant position in a classification that is different than the one the employee occupies, the employee will be placed in the position for a trial period of up to sixty (60) working days. In the event the employee is unable or does not wish to complete the trial period or cannot satisfactorily perform the job during the trial period, they shall be returned to their former position at the same wage or salary rate without loss of seniority.

If an employee is occupying the employee's former position, that employee will be returned to their former position at the same wage or salary rate and without loss of seniority, and the same shall apply to any employee displaced by the return of that employee.

- 15.06 The Division shall, not later than ten (10) working days from when the decision was made, notify all applicants, of their appointment. An employee who is notified that they are an unsuccessful applicant for a vacant or new position shall be supplied, upon request, with the reasons for non-acceptance within ten (10) working days of being notified.

- 15.07 A new employee shall not be eligible to apply for another position prior to the completion of the school year in their current assignment. This prohibition will not apply in circumstances where a part-time employee is applying for a full-time position or where an employee is applying for a position that would involve their return to a school from which they had been transferred due to a staffing surplus in that school.

ARTICLE 16: GENERAL HOLIDAYS

- 16.01 All employees shall be eligible for the following holidays at their regular rate of pay:
- New Year's Day
 - Louis Riel Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Labour Day
 - Orange Shirt Day (National day for Truth and Reconciliation)
 - Thanksgiving Day
 - Christmas Day

Eligibility for payment for general holidays shall be as provided in the ***Employment Standards Code of Manitoba***.

- 16.02 The observance of Remembrance Day in Manitoba is subject to the provisions of the Remembrance Day Act, and shall be observed on the day it occurs. Therefore, employees shall receive pay for the holiday only if Remembrance Day falls on a normal working day.
- 16.03 When a general holiday occurs on a Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Division.

ARTICLE 17: VACATION PAY

- 17.01 A vacation year shall be defined as the period from July 1st to June 30th. The anniversary date for calculating vacation pay entitlement shall be the number of years of service as of June 30th. Employees who commence employment with the Division during September or October shall be deemed to have completed a year of service as of June 30th for the purpose of accruing vacation entitlement.
- 17.02 Employees shall be entitled to vacation pay on the following basis:
- | | |
|---|-------------------------|
| 0 – 2.99 years of continuous service: | 4% of regular earnings |
| 3.0 – 8.99 years of continuous service: | 6% of regular earnings |
| 9.0 – 14.99 years of continuous service: | 8% of regular earnings |
| 15.0-21.99 years of continuous service: | 10% of regular earnings |
| 22.0 + years of continuous service: | 12% of regular earnings |

ARTICLE 18: SICK LEAVE

- 18.01 A. 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 Worker's Compensation Act or Manitoba Public Insurance Commission (MPIC).
- i) When an employee is in receipt of an Income Replacement Benefit (IRB) from MPIC, the employee shall be entitled to be paid a proportional amount of sick leave credits, which when combined with the IRB benefit, will ensure the maintenance of an employee's full salary.
 - ii) Any additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRB.
 - iii) The employee shall continue to receive regular pay deposits from the Division until the employee's accrued sick leave credits have been exhausted.

CONTINUED ARTICLE 18: SICK LEAVE

- iv) Any IRB monies received from MPIC shall be signed over to the Division for the period of time the employee is in receipt of sick leave benefits, and the equivalent number of sick leave days will be re-instated in the employee's sick leave bank.
- B. Sick leave shall be administered so that in the case of a person who is laid off or separated, by reason other than their retirement, prior to termination of their illness or injury:
- i) Where the illness or injury occurs two months or less before the lay-off or separation and notice of the lay-off or separation is given prior to the occurrence of the illness or injury, benefits may be terminated at the earliest of lay-off, separation, or the exhaustion of all accumulated paid sick leave, and
 - ii) In any other cases, benefits are continued after the lay-off or separation until the earliest of:
 - a) The payment of a total of at least 15 weeks of benefits,
 - b) The end of the incapacity due to illness or injury, and
 - c) The exhaustion of all accumulated paid sick leave.
- 18.02 Sick leave credits shall be granted to regular and part-time employees on the basis of two (2) days for each month in which the employee has worked at least twelve (12) days. Sick leave credits shall accumulate based on an employee's regular work day as follows:
- An employee regularly scheduled to work six (6.0) hours per day will receive twelve (12) hours of sick leave credits per month;
 - An employee regularly scheduled to work three (3.0) hours per day will receive six (6.0) hours of sick leave credits per month;
 - An employee working regular work hours other than six (6.0) hours or three (3.0) hours will have sick leave credits established according to their regular work day consistent with the foregoing.
- 18.03 In any one year in which an employee has not had sick leave, or has had only a portion thereof, they shall be entitled to an accrual of unused portion of sick leave to the maximum of 122 days.
- 18.04 A deduction shall be made from accumulated sick leave of all days absent for sick leave as defined in Article 18.01.
- 18.05 An employee may be required to produce a certificate from a duly qualified practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness.
- 18.06 An employee who abuses sick leave may be subject to disciplinary action.
- 18.07 After five (5) continuous (full-time equivalent) years of employment the following shall apply:
- A. In the event of the death of an employee who was working for the Division at the date of death, the value of fifty percent (50%) of all accrued sick leave hours shall be paid to the employee's designated beneficiary. If there is not a designated beneficiary, payment shall be made to the employee's estate.

CONTINUED ARTICLE 18: SICK LEAVE

- B. An employee on severance or retirement, having accrued sick leave hours to their credit shall receive an amount thereof equal to fifty percent (50%) of such credit at the rate of pay effective immediately prior to severance or retirement. Payment of this allowance shall be a lump sum payment at the time of termination or retirement.
- C. The payout in either 18.07 (A) or (B) shall be to the maximum value of fifty (50) full-time equivalent days for the position held by the employee at the time of severance or retirement.

ARTICLE 19: BEREAVEMENT LEAVE

- 19.01 An employee shall be entitled to five (5) days leave with pay immediately following the death of a spouse, daughter, son, father, mother, sister or brother.
For the purpose of this provision, "spouse" includes the common-law partner of an employee.
- 19.02 An employee shall be entitled to three (3) days leave with pay immediately following the death of a grandparent, grandchild, father-in-law, mother-in-law, son-in-law or daughter-in-law.
- 19.03 An employee shall be entitled to one day leave with pay immediately following the death of an aunt, uncle, niece or nephew.
- 19.04 An employee shall be entitled to one-half (1/2) day leave with pay to attend a funeral as an active participant such as a pallbearer, delivering a eulogy or similar responsibility.
- 19.05 Bereavement leave other than that mentioned above may be granted at the discretion of the Employer. Such discretion shall be exercised by the Superintendent or designate.

ARTICLE 20: PARENTING LEAVE

Maternity, Adoption and Parental Leave shall be granted in accordance with the provisions outlined in the ***Employment Standards Code of Manitoba***.

ARTICLE 21: JURY DUTY

An employee called to serve as a juror or summoned to appear as a material witness in a court of law, shall suffer no loss of pay while doing so provided any money received as a payment for services in excess of expense money for this duty shall be transferred to the Division. The Division shall be notified of any employee summoned for jury duty.

ARTICLE 22: LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- 22.01 Any representative of the Association on the Negotiating Committee who is an employee of the Division shall have the privilege of attending meetings of the Committee with the Division for the purpose of processing grievances and/or bargaining held within working hours without loss of remuneration. A maximum cost of maintaining pay and benefits for four (4) employees per meeting for the purposes of bargaining and a maximum cost of maintaining pay and benefits for one (1) employee per meeting for the purpose of processing grievances shall be permitted.

CONTINUED ARTICLE 22: LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- 22.02 Upon request, provided a suitable replacement can be found, an officer of the Association shall be granted a leave of absence for Association business. The Association shall reimburse the Division for the cost of the substitute, if any, along with the cost of the Division's share of Employment Insurance and Canada Pension Plan premiums for the substitute. The total days of such leave shall not exceed five (5) days in any school year in total.
- 22.03 In addition to the leaves of absence set out in 22.01 and 22.02, the President of the Association shall be granted upon request a leave of absence for Association business. The total days of such leave shall not exceed ten (10) days in any school year in total. The Association shall reimburse the Division for the cost of the substitute, along with the cost of the Division's share of Employment Insurance and Canada Pension Plan premiums for the substitute.

ARTICLE 23: GENERAL LEAVE OF ABSENCE

- 23.01 A leave of absence without pay may be granted to an employee at the discretion of the Superintendent or their designate. Such request shall be made in writing, providing as much advance notice as possible to the Superintendent or their designate.

A leave of absence of three (3) days or less per school year may be approved by the School Principal, or Superintendent or their designate.

Leave under this provision will not be granted in a school year where an employee has been granted an unpaid leave of absence under the Letter of Understanding re: Unpaid Leave of Absence.

- 23.02 With reasonable notice to the school principal, and subject to the availability of a suitable replacement if required, an employee shall be granted one (1) day of personal leave per school year without loss of pay. Effective July 1, 2024, an employee shall be granted two (2) days of personal leave per school year without loss of pay. Such leave is not cumulative, nor shall it be granted in conjunction with any other leave under this collective agreement.

The number of employees granted personal leave on any one day within a school shall be no more than 10% of the bargaining unit employees in a school, or one (1) employee where there are less than ten (10) bargaining unit employees in a school. In the event the number of leave requests exceeds this amount, leaves shall be granted in order of the date received.

ARTICLE 24: COMPASSIONATE CARE LEAVE

- 24.01 Compassionate Care Leave shall be granted in accordance with the provisions outlined in the ***Employment Standards Code of Manitoba***. The following is intended to reflect the provisions in the Code. Where however, there is a difference between the Code and the clause that follows, the provisions in the Code will apply.
- 24.02 An employee will be eligible to apply for unpaid compassionate leave of up to eight (8) weeks to provide care or support to a critically ill family member. Entitlement to such leave will be subject to the provisions of section 59.2 of the ***Employment Standards Code of Manitoba***.

CONTINUED ARTICLE 24: COMPASSIONATE CARE LEAVE

- 24.03 In order to be eligible for such leave, the employee must provide the Division with a physician's certificate stating that a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date when the leave either commenced or will begin, and that the family member requires the care or support of one or more family members.
- 24.04 No period of leave may be less than one (1) week's duration. An employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began.
- 24.05 Where possible, the employee shall provide the Division with at least two (2) weeks notice of their request for such leave.
- 24.06 At the end of such leave, the Division shall reinstate the employee to the position the employee occupied when the leave began with no less than the wages and any other benefits earned by the employee immediately before the leave began, provided however that such obligation will not apply if the employee is either laid off, terminated, or otherwise not reinstated for reasons unrelated to the leave.

ARTICLE 25: FAMILY LEAVE

- 25.01 Each employee shall be entitled to use up to five (5) days of sick leave per school year to attend to the illness, injury or medical appointments of their immediate family, including the spouse, or children, or parents of the employee or spouse. Where such cases occur and both parents of a particular child are employees within the scope of this agreement, both parents may not access the provisions of this article concurrently. Such leave is non-cumulative from one school year to the next school year.
- 25.02 Every effort should be made to schedule medical appointments outside of school hours.

ARTICLE 26: RELIGIOUS HOLY LEAVE

- 26.01 A. An employee shall be given leave of absence of up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the Employee and designated as a day of obligation by the Employee's religion. Employees shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or designate.

The following notification period shall apply:

- i) Employees on staff requiring religious holy leave days during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however, not later than September 30th;
 - ii) In instances where religious holy leave days are required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days;
 - iii) Where the appropriate notice has not been given, religious holy days will be provided, and the Employee's regular salary will be deducted the substitute rate for the Employee's classification.
- B. The parties agree that this article constitutes a reasonable accommodation for religious holy leave.

ARTICLE 27: LIAISON COMMITTEE

There shall be a Board/Association Liaison Committee consisting of four representatives of the Board and four representatives of the Association, whose purpose shall be to discuss and recommend action on matters of joint concern.

ARTICLE 28: LABOUR MANAGEMENT NEGOTIATIONS

25A Negotiating Committee shall be appointed and consist of such members of the Division as appointed by the Division as the Division may determine and not more than four (4) members of the Association as appointees of the Association. The Association will advise the Division of the Association appointees to the Committee.

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

ARTICLE 29: BULLETIN BOARDS

The Association may use bulletin boards in staff rooms on a non-exclusive basis. The Association shall provide to the Division a copy of any material so posted.

ARTICLE 30: ASSOCIATION REPRESENTATIVE

An employee who is required to attend a meeting to discuss matters which might result in suspension or discharge shall, if they request, be entitled to have an Association representative present at such meeting.

Except where circumstances are such that the provision of advance notice would not be reasonably possible, the employee shall be provided with advance notice of the meeting and shall be advised of their right and given an opportunity to have an Association representative present at such meeting.

ARTICLE 31: ACCESS TO PERSONNEL FILE

30 Upon written request to the Secretary-Treasurer or designate, an employee shall have the right to review their personnel file at a mutually agreed upon time, in the presence of a Division representative.

An employee will, upon request, be provided with a copy of documents in their personnel file at cost.

The following wording will be incorporated into the Division's evaluation form:

A. *"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. An employee will be given at least one day's advance notice of such meeting. Following review of the assessment, the employee will be provided with at least two working days in which to place their own comments on the assessment form. Upon signing the assessment form, the employee will receive a duplicate copy for their own records."*

CONTINUED ARTICLE 31: ACCESS TO PERSONNEL FILE

B. The Division would forthwith provide its principals with a letter to advise them that the process should be administered in accordance with the language that will be added to the performance appraisal. The letter should emphasize to principals that employees are to be given at least one (1) day advance notice of any meeting called to discuss the employee's written assessment.

30.01 The Division agrees that it will not introduce at any arbitration hearing any document which is disciplinary in nature which has not been previously provided to the employee.

ARTICLE 32: ACCESS AGREEMENT

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

SIGNATURES:

Dated at Stonewall, Manitoba this 12th day of November 2024.

Signed and agreed on behalf of the Interlake School Division.

_____Chairperson

_____Secretary-Treasurer

Signed and agreed on behalf of the Interlake Association of Non-Teaching Employees.

_____President

_____Treasurer

SCHEDULE "A" - RATES OF PAY (*)

EDUCATIONAL ASSISTANTS AND LIBRARY CLERKS:

STEP	Hourly Rate July 1 st , 2023 3.0%	Hourly Rate July 1 st , 2024 2.5%	Hourly Rate July 1 st , 2025 2.5%
1	16.80	Step 1 discontinued	Step 1 discontinued
2	17.62	18.06	18.51
3	18.49	18.95	19.42
4	19.59	20.08	20.58
5	20.66	21.18	21.71
6	22.19	22.74	23.31
7	23.74	24.33	24.94

LIBRARY TECHNICIANS:

STEP	Hourly Rate July 1 st , 2023 3.0%	Hourly Rate July 1 st , 2024 2.5%	Hourly Rate July 1 st , 2025 2.5%
1	20.44	Step 1 discontinued	Step 1 discontinued
2	21.17	21.70	22.24
3	21.87	22.42	22.98
4	22.51	23.07	23.65
5	23.26	23.84	24.44
6	23.93	24.53	25.14
7	24.64	25.26	25.89

SCHOOL ADMINISTRATIVE ASSISTANTS:

STEP	Hourly Rate July 1 st , 2023 3.0%	Hourly Rate July 1 st , 2024 2.5%	Hourly Rate July 1 st , 2025 2.5%
1	20.44	Step 1 discontinued	Step 1 discontinued
2	21.17	21.70	22.24
3	21.87	22.42	22.98
4	22.51	23.07	23.65
5	23.26	23.84	24.44
6	23.93	24.53	25.14
7	24.64	25.26	25.89

1. General wage increases of:
 - July 1, 2023 – 3.0%
 - July 1, 2024 – 2.5%
 - July 1, 2025 – 2.5%

2. Wage Scale Adjustment in Year 2 – As demonstrated in the above wage tables. Eliminate Step 1 from each of the wage scales and continue to use Steps 2 to 7. Employees other than those at Step 1 would remain at their step on July 1, 2024, unless they acquire service to move to the next step as per usual progression. Employees at Step 1 as of June 30, 2024, would move to Step 2 as of July 1, 2024. Employees hired on or after July 1, 2024, would be placed at Step 2 as a starting rate.

3. Retroactivity to be applicable to all current and former employees that worked hours from July 1, 2023, to the date of ratification.

CONTINUED SCHEDULE "A" - RATES OF PAY (*)

(*) RECOGNITION OF EDUCATION:

Employees, upon producing written confirmation of completion of one of the following Certificates/Degree shall receive an annual (each September) lump sum payment of \$250.00:

- (1) Para Educator (RRCC or U of W)
- (2) Early Childhood Educator (RRCC)
- (3) Child and Youth Care (RRCC)
- (4) Bachelor Degree from a recognized university
- (5) A Certificate or Degree from a recognized college or university in Administrative Assistant or Secretarial skills, provided the program of studies is a minimum of one academic year in length.

The annual lump sum payment shall be paid to eligible employees in September of each school year. If an eligible employee is on the recall list in September, the annual lump sum payment shall be paid within thirty (30) days of the employee's recall to work, provided the employee is recalled to work prior to the end of the applicable School Year. Newly hired employees that are hired after September 30 will not be eligible for the annual payment for that School Year.

LETTER OF UNDERSTANDING 1

BETWEEN

THE INTERLAKE SCHOOL DIVISION

AND

THE INTERLAKE ASSOCIATION OF NON-TEACHING EMPLOYEES
(IANTE)

Subject to operational requirements as determined by the Division, an employee with ten (10) or more years of continuous service within the bargaining unit may request an unpaid leave of absence of up to five (5) continuous school days in length, providing the employee has not being granted an unpaid leave of absence under this provision during the preceding five (5) years.

Leave under this provision will not be granted in a school year where an employee has been granted leave under Article 23.01.

Except where otherwise agreed, application for such leave shall be made to the Superintendent (or designate), at least six (6) weeks in advance of the commencement of such leave. No more than one (1) employee in a school will be granted leave of absence pursuant to this provision at any one time.

Dated at Stonewall, Manitoba this 12th day of November 2024.

Signed and agreed on behalf of the Interlake School Division

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Interlake Association of Non-Teaching Employees

President

Treasurer

LETTER OF UNDERSTANDING 2

BETWEEN

THE INTERLAKE SCHOOL DIVISION

AND

THE INTERLAKE ASSOCIATION OF NON-TEACHING EMPLOYEES
(IANTE)

Re: CONFIRMATION OF UNDERSTANDINGS RELATED TO SICK LEAVE CREDITS

In the 2013 collective bargaining negotiations, the parties discussed various issues related to the issue of sick leave credits. The parties agreed to the following regarding the application and interpretation of Article 18 of the Collective Agreement:

- Sick leave credits will be accumulated and banked on an “hours” basis.
- A “day” of sick leave will be accumulated on the basis of the regular hours worked by the employee at the time it is earned. For example, if an employee regularly works 6 hours per day, a “day” of sick leave earned will result in 6 hours being added to the employee’s sick leave bank. However, an employee that regularly works 5.5 hours per day and only occasionally picks up additional hours on an irregular basis would have 5.5 hours being added to the employee’s sick leave bank once a “day” of sick leave is earned.
- The maximum accumulation for sick leave days will be based upon the employee’s normal hours of work per day. The maximum accumulation will be:

July 1, 2016

July 1, 2017

○ 345.0 hours for a 3.0 hour position	366 hours
○ 632.5 hours for a 5.5 hour position	671 hours
○ 690.0 hours for a 6.0 hour position	732 hours
○ 805.0 hours for a 7.0 hour position	854 hours

- If an employee changes their position resulting in an increase in regular hours of work per day the employee will begin to accumulate sick leave credits on the basis of the new hours of work. A “day” of earned sick leave will be based upon the new normal work day. There will be no adjustment to the bank of accumulated sick leave hours as a result of the change in hours of work. If the employee had 100 hours of sick leave accumulated prior to the change in the normal hours of work, the employee will continue to accumulate sick leave credits commencing from the 100 hours that have been accumulated.

LETTER OF UNDERSTANDING #2 CONTINUED

- If an employee changes their position resulting in a decrease in regular hours of work per day, the employee will begin to accumulate sick leave credits on the basis of the new (reduced) hours of work. A “day” of earned sick leave will be based upon the new normal work day. There will be no adjustment to the bank of accumulated sick leave hours as a result of the change in hours of work. If the employee has 100 hours of sick leave accumulated prior to the change in normal hours of work per day, the employee will continue to accumulate sick leave credits commencing from the 100 hours that have been accumulated. If however, the employee has accumulated more than the maximum number of sick leave hours applicable to the new position with fewer hours, the employee will not accumulate additional hours until such time as the employee has depleted sick leave credits so as to be below the maximum accumulation for the position with fewer hours of work. For example:
 - o Employee works in a 6.0 hour position and accumulates 450 sick leave credit hours.
 - o The employee changes their position to a 3.0 hour position.
 - o The employee’s sick leave bank will remain at 450 sick leave credit hours, however, the employee will not be able to add to that bank until it is depleted to fewer than 366 sick leave credit hours (the maximum sick leave credit accumulation for the 3.0 hour position).
 - o If the sick leave credit balance goes below 366 hours, the employee will accumulate sick leave credit hours into the bank on the basis set forth above.
- Earned sick leave credits will be paid to an employee on the basis of the normal hours of work per day at the time that the sick leave is being taken. For example, an employee working 6.0 hours per day will be paid 6.0 hours of sick leave for each day of approved sick leave taken, and the 6.0 hours will be depleted from the employee’s accumulated sick leave credit bank.
- The sick leave pay-out will be pursuant to Article 18.07 of the Collective Agreement.

Dated at Stonewall, Manitoba this 12th day of November 2024.

Signed and agreed on behalf of the Interlake School Division

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Interlake Association of Non-Teaching Employees

President

Treasurer