



REPORT OF THE HUMAN RESOURCES/GOVERNANCE COMMITTEE

Tuesday, April 15, 2025, 5:30 p.m.

Bruce Chegus Boardroom, Aidan Conklin Building, 2574 Portage Avenue

PRESENT: Cheryl Smukowich, Chair of the Committee
Holly Hunter, Chair of the Board
Michael Cabral, Trustee
Craig Glennie, Trustee
Sandra Lethbridge, Trustee

ALSO IN ATTENDANCE: Jenness Moffatt, Superintendent/CEO
Kim Kummert, Secretary-Treasurer/CFO
Carrol Harvey, Director, Human Resources

1. Call to Order

The meeting was called to order at 5:30 p.m. Attendance recorded above.

2. Approval of Agenda

The agenda was approved as circulated.

3. HR Policies for Review

The Committee was presented with a list of policies, regulations, and exhibits from Section E - Support Services and Section G – Personnel of the policy manual. It was recommended that these items be archived as they are no longer necessary or in use. (Appendix A)

The Human Resources/Governance Committee recommends:

That the following policies, regulation and exhibits be archived:

- EBB-E-4 Aggressive Behaviour Report
- EBBB-E-2 Notice of Accident Form
- GA Personnel Policies Goals
- GBGAB Employment Medicals
- GBGAB-E Authorization for Release
- GBGAC-E Employee Additional Medical
- GCB Professional Staff Contracts and Compensation

- GCB-E-1 Form 1 Contract
- GCB-E-2 Form 2a Contract
- GCB-E-3 Substitute Teacher Contract
- GCGD-R Flexible Teaching Assignments
- GCQE Professional Staff Retirement
- GCI Professional Staff PD
- GCI-E PD Model
- GCQC Support Staff Retirement

4. **Personnel Report to the Board**

The Committee reviewed the Personnel Report updated to April 11, 2025.

5. **Regulation GCF-R-2 Hiring of Senior Administration**

The Committee reviewed the new regulation with respect to the procedures for the hiring of senior administrators, including the interview process, selection and recommendation decisions and Board of Trustees approval. Senior Administration will revise the draft document with recommendations from the Board as discussed in the meeting.

The Human Resources/Governance Committee recommends:

That Regulation GCF-R-2 Hiring of Senior Administration remain a pending item on the Human Resources/Governance Committee agenda.

6. **Amending By-Law to the Organizational By-Law**

The Committee prepared an amendment to the Organizational By-Law to reflect the change in time, from 4:00 p.m. to 4:30 p.m., that the regular board meeting agendas and corresponding committee minutes will be provided to the public under Section 7 - Regular Board Meeting Agenda Preparation and Dissemination.

The Human Resources/Governance Committee recommends:

That notice of the Amending By-Law 339-25 to the Organizational By-Law 335-24 be given at the Board Meeting of May 6, 2025

7. **Date of Next Meeting**

Tuesday, May 13, 2025 at 5:30 p.m.

8. **Adjournment**

The meeting adjourned at 6:15 p.m.



AGGRESSIVE BEHAVIOUR REPORT

Aggressive behavior reports are to be completed by the school and sent via e-mail to the Administrative Assistant for the Assistant Superintendent, Administration.

School/Facility:

Location of Incident:

Date of Incident:

Time of Incident:

Date Report Filed:

Level:

Student or Non-Student:

Gender:

Violence Involved?

Injuries?

Student's Plan:

Incident Description: (include immediate response taken at the school/facility level)

FOR ARCHIVE

Date on Which the Employee Was Advised of Actions Taken:

For Board Office Use Only:

File Number:



ST. JAMES-ASSINIBOIA SCHOOL DIVISION

EBBB-E-2

LL 1365411

NOTICE OF ACCIDENT FORM

To be completed by injured employee for W.C.B. purposes.

Name	
Position	
Site	
Date and Hour of Injury	

Describe fully the cause of the injury. State the size, weight, and description of any object that was being handled or otherwise involved. If necessary, attach another page detailing incident.

--

State all injuries, indicating right or left if applicable.

--

Where did the injury take place?

--

Was first aid given? Yes ☐ No ☐

If Yes, by Whom: _____

Was any other person involved? Yes ☐ No ☐

If Yes, please give name and address:

--

Give names and addresses of persons who witnessed the incident – 2 if possible.

--

To whom did you report the accident and when?

Name	_____
Title	_____
Date/Time	_____

Full name and address of attending doctor.

--

Will the injury stop you from working?

Yes ☐ No ☐

Signature of Supervisor _____

Signature of Insured Worker _____

Date _____

Note: This form is to be forwarded immediately to the Human Resources Manager for MANTE and CUPE c/o Board Office (original copy, no photocopies accepted). Failure to do so may affect the acceptance/processing of the claim and cause the Division to be fined.

This personal information is collected under the authority of the Public Schools Act, the Freedom of Information and Protection of Privacy Act (FIPPA), and the Personal Health Information Act (PHIA) and will be used for the purpose of personnel administration. If you have any questions about the collection of this information, contact the Access and Privacy Officer, St. James-Assiniboia School Division, 2574 Portage Avenue, Winnipeg, MB R3J 0H8, 204-888-7951. I understand that any other collection, use or disclosure of this personal information will not be permitted without my consent, unless authorized under FIPPA.

#104442

PERSONNEL POLICIES/PRIORITY OBJECTIVES

A dynamic, effective, and efficient staff dedicated to education is necessary to maintain a constantly improving educational program. To this end, the development of personnel policies is an essential component of the program of public education in the Division. The philosophy of the Division and the community generally will be reflected in these policies.

Through its personnel policies, the Board will establish a school environment that will attract and maintain the best-qualified persons whose mission will be to provide the best possible learning opportunities for the students enrolled in the St. James-Assiniboia Schools.

The long-range goals on which these policies will be based are:

1. To recruit, select, and employ the most appropriately qualified and effective personnel to staff the Division's schools.
2. To provide staff compensation and benefit programs sufficient to attract and retain qualified employees.
3. To provide a team approach to education, including staff involvement in planning, decision-making, and evaluation.
4. To provide an in-service training program for all employees to improve their performance.
5. To conduct an employee evaluation program that will contribute to the continuous improvement of staff performance.
6. To maintain current job descriptions for all positions in the division.
7. To assign personnel to ensure that they are used as effectively as possible.
8. To administer contracts, collective bargaining agreements, and personnel policies covering the employees of the division as effectively as possible.
9. To develop and maintain the quality of human relationships necessary to obtain maximum staff performance and a high level of job satisfaction.

APPROVED Motion 06-07-90 Apr.10/90

REAFIRMED Motion 08-03-05; April 26, 2005

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#99419

GBGAB-E

PRE-EMPLOYMENT MEDICALS

Prior to the formal offer of employment being made to the prospective employee, the employee may be required to sign the Authorization For Release of Information Form GBGAB-E, and may be required to pass a medical examination with Division's appointed medical practitioner.

In the event that the physician recommends against hiring an employee to a position due to health reasons, the process towards hiring the individual may terminate at this point.

FOR ARCHIVING

ADOPTED	REVIEWED	REVISED	PAGE
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ST. JAMES ASSINIBOIA SCHOOL DIVISION

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I, _____, do hereby authorize the
_____ to provide information
concerning my medical suitability in relation to my possible employment with the
St. James-Assiniboia School Division.

The personal information contained on this form is collected and protected under the authority of the Public Schools Act (PSA), the Personal Health Information Act (PHIA) and the Freedom of Information and Protection of Privacy Act (FIPPA) and will be used and disclosed for personnel administration and payroll purposes. I understand that any other collection, use or disclosure of this personal information will not be permitted without my consent, unless authorized under the PSA, PHIA or FIPPA. Furthermore, any questions I have about the collection, use or disclosure of this information, can be directed to the Access and Privacy Officer, St. James-Assiniboia School Division, 2574 Portage Avenue, Winnipeg, MB R3J 0H8, (204) 888-7951.

Signature: _____ Date: _____

Also See GBGAC and GBGAC-E

APPROVED 01-23-90 Motion 02-04-90

REVISED 05-14-96 Motion 09-20-96

REVISED April 26, 2005 Motion 08-02-05 (Former GBEB-E1)



EMPLOYEE ABSENCES (ILLNESS)

Reference: Policy GBGAC "Provision of Medical Certificates"

MEDICAL CERTIFICATE

To the Physician:

_____ has been off work due to illness since
_____ and has been asked to provide a Medical Certificate.

Employee's Authorization for Release of Information

I, _____, hereby authorize my physician to complete the
physician's statement.

Employee signature _____

Date: _____

Physician's Statement

1. Following examination, I certify that the above-mentioned person will be unable to work
due to

from _____ to _____

This will prevent the above-mentioned person from working because:

2. a) Has a treatment/recovery plan been prescribed? _____
b) Is the person participating in and following the recommended Treatment Plan?

3. It is anticipated the employee will be able to return to full duties on

4. Reassessment date (if necessary) _____

(continued)



Extended Illnesses

5. What is the prognosis and anticipated duration of the illness?

- Return to full duties _____ (date)
- Possible return to modified duties _____ (date) (see below)
- Unknown duration, will reassess _____ (date)

6. **Modified Duties/Restrictions:**

He/she may perform modified duties with the following restrictions:

(Please be specific as to the restrictions).

Standing/Walking: _____ (check if restrictions exist)

- Restrict standing to _____ minutes/hour
- Restrict walking to _____ minutes/hour

Lifting: _____ (check if restrictions exist)

- restrict lifting to _____ minutes/hour
- right hand _____ lb. restriction
- left hand _____ lb. restriction

Pushing/Pulling/Reaching: _____ (check if restrictions exist)

- right hand/arm, push/pull _____ lb. restriction
- left hand/arm, push/pull _____ lb. restriction
- above shoulder reaching _____ minutes/hour
- forward shoulder reaching _____ minutes/hour

7. Is there any accommodation required by the employer to ensure a safe return to work?

Comments:

(continued)



ST. JAMES ASSINIBOIA SCHOOL DIVISION

**GBGAC-E
LL # 104570**

Physician's Signature _____

Date: _____

Address: _____

The personal information contained on this form is collected and protected under the authority of the Public Schools Act (PSA), the Personal Health Information Act (PHIA) and the Freedom of Information and Protection of Privacy Act (FIPPA) and will be used and disclosed for personnel administration and payroll purposes. I understand that any other collection, use or disclosure of this personal information will not be permitted without my consent, unless authorized under the PSA, PHIA or FIPPA. Furthermore, any questions I have about the collection, use or disclosure of this information, can be directed to the Access and Privacy Officer, St. James-Assiniboia School Division, 2574 Portage Avenue, Winnipeg, MB R3J 0H8, (204) 888-7951.

Signature: _____

Date: _____

FOR ARCHIVE

101498

GCB-E-1
GCB-E-2
GCB-E-3

Professional Staff Contracts and Compensation

The Board shall enter into written contracts with professional staff before such employees assume their duties. Contracts for all professional staff, except those persons assigned to duties as Superintendents shall be in the form prescribed by the Minister of Education as identified in GCB-E-1 (General), GCB-E-2 (Limited Term), and GCB-E-3 (Substitute). Contracts for members of the Superintendent/CEO's Department shall be as agreed by the Board and the person involved. All contracts shall be signed in duplicate, with a copy furnished to the individual.

For purposes of this policy "Professional Staff" shall mean superintendents and any employee who is hired to fulfill duties for which the Minister of Education requires the employee to be certified as a teacher, and shall include teachers, coordinators, department heads, team leaders, program implementation assistants, principals, and vice-principals.

Compensation shall be determined by the current Collective Agreement and/or the terms of the employment contract.

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Teacher — General

THIS AGREEMENT is made on _____, 20_____.

BETWEEN:

St. James-Assiniboia School Division
("the school board")

AND

_____; being the holder of certificate #: _____
("the teacher")

- 1 The school board employs the teacher and the teacher accepts employment with the school board beginning on _____.
- 2 The teacher will be employed: *[strike out the clause that does not apply]*
 - (a) full-time; or
 - (b) part-time, for the following portion of a full-time teacher's employment: _____.
- 3 The teacher agrees to diligently and faithfully carry out the teaching assignment and other duties he or she is assigned by the school board in accordance with the Acts and regulations of Manitoba.
- 4 The school board agrees to pay the teacher in accordance with the collective agreement.
- 5 The parties agree that:
 - (a) the teacher is not required to work on days that are holidays or vacations, as set out in the *School Days, Hours and Vacations Regulation*, Manitoba Regulation 101/95;
 - (b) if absent due to illness, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba.
- 6 If, immediately before entering into this agreement, a teacher has taught for the school board under a Limited Term Teacher – General agreement for two full consecutive years, that period is deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under this agreement.

Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher – General agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.
- 7 Clause 6 does not apply to a teacher who holds a limited teaching permit.
- 8 This agreement continues in force, and is deemed to be renewed from year to year, until it is terminated. This agreement is terminated
 - (a) when the teacher and the school board agree to terminate it;
 - (b) on December 31, if one party gives the other written notice, with reasons if requested, at least one month in advance;
 - (c) on June 30, if one party gives the other written notice, with reasons if requested, at least two months in advance;
 - (d) if either party gives the other one month's written notice, in the case of an emergency affecting the welfare of the school board or the teacher; but in this case the school board may pay the teacher one month's salary instead of giving written notice.

- 9 When this agreement is terminated, the final payment of salary is to be adjusted so that the total salary received by the teacher is in accordance with the following formula:

$$A = B \times C/D$$

In this formula,

- A is the total salary to be received by the teacher;
- B is the annual salary rate in effect for the teacher, pursuant to the collective agreement;
- C is the number of days the teacher actually taught;
- D is the number of days in the school year prescribed by regulation.

- 10 In this agreement,

"certificate" means a teaching certificate, issued by Manitoba Education.

"collective agreement" means the collective agreement between the School Division or District and the local teacher's association of The Manitoba Teachers' Society that is in effect during the term of this agreement. (« convention collective »)

SIGNED:

Chair

Teacher

Secretary-Treasurer/Chief Financial Officer

Witness to Teacher's signature

Note: The school board's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

Limited Term Teacher — General

THIS AGREEMENT is made on _____, 20_____.

BETWEEN:

("the school board")

AND

_____; being the holder of certificate #: _____
("the teacher")

- 1 The school board employs the teacher and the teacher accepts employment with the school board beginning on _____.
- 2 The teacher will be employed as a limited term teacher *[strike out the clause that does not apply]*
 - (a) full-time; or
 - (b) part-time, for the following portion of a full-time teacher's employment: _____.
- 3 The teacher agrees to diligently and faithfully carry out the teaching assignment and other duties he or she is assigned by the school board in accordance with the Acts and regulations of Manitoba.
- 4 The school board agrees to pay the teacher in accordance with the collective agreement.
- 5 The parties agree that:
 - (a) the teacher is not required to work on days that are holidays or vacations, as set out in the *School Days, Hours and Vacations Regulation*, Manitoba Regulation 101/95;
 - (b) if absent due to illness, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba;
 - (c) if the teacher's certificate is suspended for a period of time, the obligations of the parties are suspended for that same period.
- 6 If the teacher has taught for two full consecutive years for the school board under this form of agreement (Limited Term Teacher – General), and accepts employment as a teacher for the school board for a third full consecutive year,
 - (a) in that third year, the teacher will be employed under a Teacher — General agreement; and
 - (b) those two full years of service under this form of agreement (Limited Term Teacher) will be deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under that Teacher — General agreement.

Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.
- 7 Clause 6 does not apply to a teacher who holds a limited teaching permit.
- 8 This agreement is terminated on the earliest of the following:
 - (a) on _____;
 - (b) if the teacher is employed as a replacement for another teacher who is under contract with the school board, on the day before that other teacher resumes his or her duties;
 - (c) on the day the teacher and the school board agree to;
 - (d) on the day the teacher ceases to hold a certificate;
 - (e) on the June 30 after the teacher begins employment under this contract.

This agreement may also be terminated during its term by either party

- (a) on December 31, but only if the party terminating the agreement gives written notice, with reasons if requested, to the other party at least one

month before December 31; or

(b) on one month's written notice given to the other party, if there is an emergency affecting the welfare of the school board or the teacher; but in this case the school board may pay the teacher one month's salary instead of giving written notice.

- 9 When this agreement is terminated, the final payment of salary is to be adjusted so that the total salary received by the teacher is in accordance with the following formula:

$$A = B \times C/D$$

In this formula,

- A is the total salary to be received by the teacher;
- B is the annual salary rate in effect for the teacher, pursuant to the collective agreement;
- C is the number of days the teacher actually taught;
- D is the number of days in the school year prescribed by regulation.

- 10 In this agreement,

"certificate" means a teaching certificate, issued by Manitoba Education.

"collective agreement" means the collective agreement between the School Division or District and the local teacher's association of The Manitoba Teachers' Society that is in effect during the term of this agreement. (« convention collective »)

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The school board's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

Substitute Teacher

THIS AGREEMENT is made on _____.

BETWEEN The St. James-Assiniboia School Division
("the school board")
AND

_____; being the holder of certificate # _____
("the teacher")

- 1 The school board agrees to employ the teacher, and the teacher agrees to accept employment with the school board, to teach in place of another teacher as a substitute
 - (a) on the specific day or days agreed to by the parties in advance; and
 - (b) on any other days requested by the school board or its designate, subject to the teacher being available;during the following school year: _____
- 2 The teacher agrees to diligently and faithfully carry out the teaching assignment and other duties he or she is assigned by the school board in accordance with the Acts and regulations of Manitoba.
- 3 The school board agrees to pay the teacher in accordance with the collective agreement.
- 4 This agreement is terminated on the earlier of the following days:
 - (a) on the day that is the last day of the school year specified in section 1;
 - (b) on the day the teacher and the school board agree;
 - (c) on the day the teacher ceases to hold a certificate, or his or her certificate is suspended.
- 5 This agreement is effective the day it is made.
- 6 In this agreement,

"certificate" means a teaching certificate, issued by Manitoba Education;

"collective agreement" means the collective agreement between the school division or district and the local teacher's association of The Manitoba Teachers' Society that is in effect during the term of this agreement;
(« convention collective »)

"school year" means the period beginning on July 1 of one year and ending on June 30 of the next year. (« année scolaire »)

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The school board's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

St. James Assiniboia School Division
 2574 Portage Avenue, Winnipeg, Manitoba
 R3J-0H8 PH:888-7951

SUMMER SCHOOL TEACHER APPLICATION FORM

Personal Information

Name:

Last	First	Initial
------	-------	---------

Address:

No. & Street	Postal Code
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Phone (Home): _____

Phone (after June 30th): _____

Teaching Certificate No.: _____

Type: _____

Social Insurance Number: _____

Email: _____

Employment History

Present School: _____

School Phone No.: _____

Present Teaching Assignment (be specific): _____

Teaching Experience (in years after certification)

In St. James-Assiniboia:

Early Years: _____

Middle School: _____

High School: _____

In Manitoba:

Early Years: _____

Middle School: _____

High School: _____

Teaching experience at **St. James Assiniboia Summer School** (in yrs.): _____

Teaching Preferences (Note: all positions are subject to enrollment)

In preferential order, list subject/level
you wish to teach at Summer School:List additional subject(s)/level (s) you are
are prepared to teach at Summer School

1. _____

1. _____

2. _____

2. _____

Would you be willing to instruct your course using InformNet (Senior Level Only)

Yes: _____ No: _____ (please check off your choice)

Comments: _____

Applicant Signature: _____

The personal information contained on this form is collected and protected under the authority of the Public Schools Act (PSA) and the Freedom of Information and Protection of Privacy Act (FIPPA) and will be used and disclosed for personnel administration and payroll purposes. If you have any questions about the collection, use or disclosure of this information, contact the Access and Privacy Officer, St. James-Assiniboia School Division, 2574 Portage Avenue, Winnipeg, MB R3J 0H8, (204) 888-7951.

#92676

GCGD

FLEXIBLE TEACHING ASSIGNMENTS - GUIDELINES

I. Workload

Teachers on Flexible Teaching Assignments will be expected to participate in their fair share of all school activities (curricular and co-curricular) in which a teacher would normally participate.

2. Contract Implications

a) Teaching Experience and Grid Placement

The teacher on Flexible Teaching Assignment receives credit for the fraction of the time employed as credited by Manitoba Education and the Collective Agreement.

b) Sick Leave

The entitlement to sick leave as stated in the Collective Agreement is accumulated on a pro-rated basis.

c) Salary Continuance

This benefit is accrued on a pro-rated basis.

d) Group Life Insurance

Coverage under this plan is based on the salary paid during the flexible teaching assignment.

e) Pension

Payments and experience credits are pro-rated.

APPROVED 81-02-03 Motion 79-81
REVISED 10/26/04 Board Motion 22-16-04
(Former GCEC-R)

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103217

GCI-R
GCI-E

Professional Staff Development Opportunities

In-Service

In conformance with regulations under Provincial Statute and with the approval of the Superintendent/CEO, school time may be set aside for Teacher In-Service. In-services are based on individual, school, division and/or provincial needs.

Sabbatical Leave

Sabbatical Leave may be granted by the Board subject to the conditions of approval outlined in the current Collective Agreement.

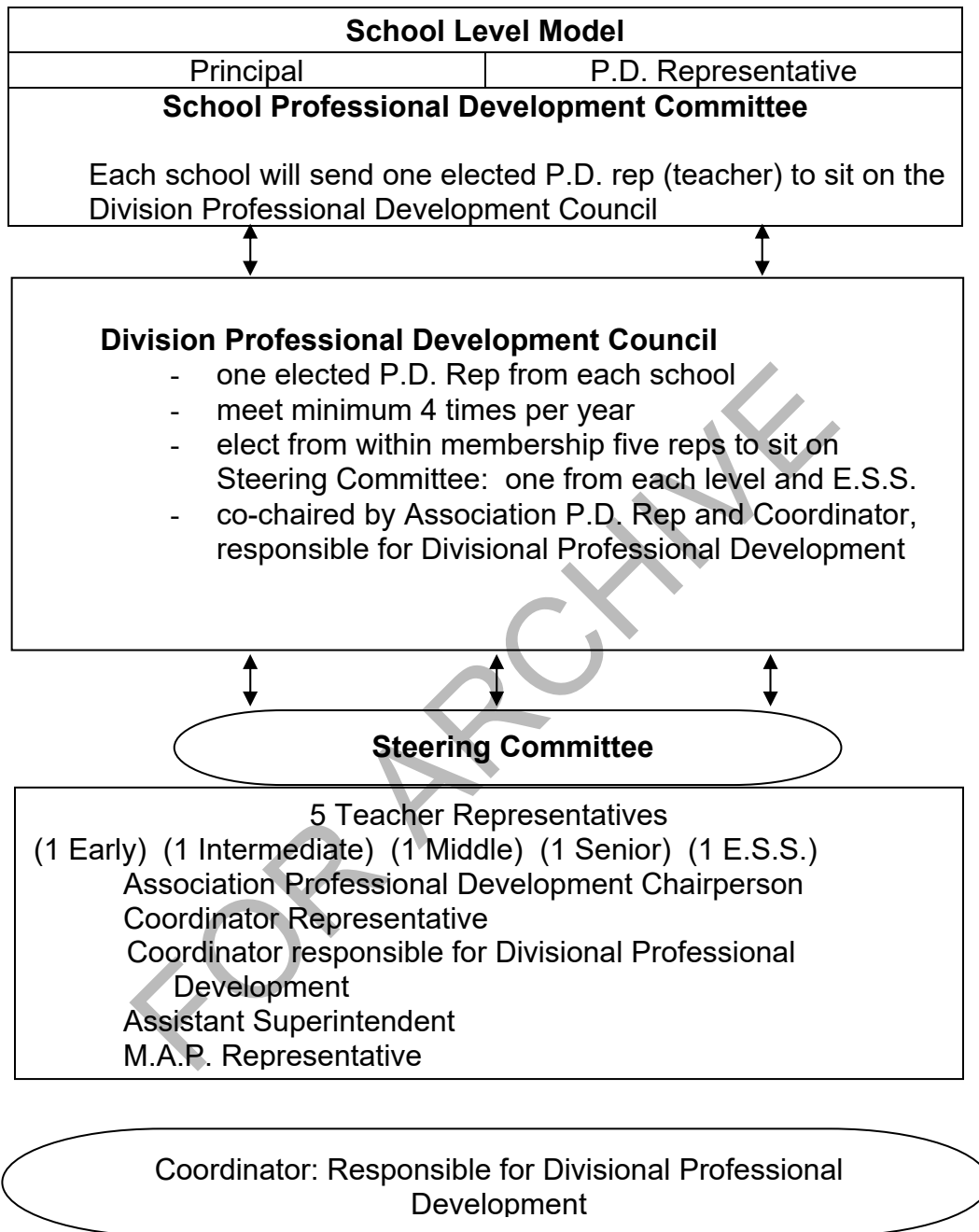
Short-Term Educational Leave

A teacher or administrator may request absence from regular duties for educational or professional development purposes without any pay deduction and with possible grant support in accordance with the provisions of policy GCC.

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Professional Staff Development Model



#103211

GBL

Retirement of Professional Staff

I. Teacher's Retirement Age

Teachers normally retire by the age of sixty-five years.

II. Early Retirement from Administrative Office

An administrator who desires early retirement from an administrative position may indicate his/her wish by formal letter to the Superintendent/CEO (See current Collective Agreement).

FOR ARCHIVE

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#102128

RETIREMENT OF SUPPORT STAFF MEMBERS

I. Normal Retirement

All support staff are eligible for retirement at any time their combined years of service and age equals 80 in accordance with the terms and conditions of the Retirement Plan in effect in the Division.

II. Early Retirement

Any employee may retire prior to normal retirement date in accordance with the terms and conditions of the Retirement Plan in effect in the Division.

LI 16 63
REAFFIRMED 77-05-24
REVISED 83-03-01 Motion #148-83 (Retirement Age)
APPROVED 88-09-27 Board Motion 562-88 (Section V)
APPROVED 96-05-14 Board Motion 09-49-96 (Section IV)
REVISED September 23, 2003 Motion 18-06-03 (See also Policy GBM)
Former GDPC

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