

Collective Agreement

between

The Seine River School Division

and

The Seine River Teachers' Association

of the

Manitoba Teachers' Society

July 1, 2018 – June 30, 2022

Table of Contents

| | |
|--|----|
| ARTICLE 1 – PURPOSE | 3 |
| ARTICLE 2 – EFFECTIVE PERIOD..... | 3 |
| ARTICLE 3 – QUALIFICATIONS AND CLASSIFICATIONS..... | 3 |
| ARTICLE 4 – REMUNERATION..... | 4 |
| ARTICLE 5 – PAYMENT OF SALARIES | 9 |
| ARTICLE 6 – SICK LEAVE | 9 |
| ARTICLE 7 – SUPPLEMENTAL SICK LEAVE..... | 10 |
| ARTICLE 8 – FAMILY MEDICAL LEAVE..... | 10 |
| ARTICLE 9 – MATERNITY / PARENTAL LEAVE..... | 10 |
| ARTICLE 10 – COMPASSIONATE LEAVE | 12 |
| ARTICLE 11 – COMPASSIONATE CARE LEAVE | 12 |
| ARTICLE 12 – PERSONAL LEAVE | 12 |
| ARTICLE 13 – DEDUCTION OF PROFESSIONAL FEES | 12 |
| ARTICLE 14 – DISABILITY BENEFITS PLAN..... | 12 |
| ARTICLE 15 – SABBATICAL LEAVE | 13 |
| ARTICLE 16 – COMPLAINTS AGAINST TEACHERS..... | 13 |
| ARTICLE 17 – SETTLEMENT OF DISPUTES CONCERNING THIS AGREEMENT..... | 14 |
| ARTICLE 18 – CONTACT TIME | 15 |
| ARTICLE 19 – LAY-OFF..... | 15 |
| ARTICLE 20 – PART-TIME TEACHERS..... | 17 |
| ARTICLE 21 – SUCCESSIVE TERM CONTRACTS | 17 |
| ARTICLE 22 – DISCIPLINE..... | 17 |
| ARTICLE 23 – MEAL PERIOD | 18 |
| ARTICLE 24 – EXTRA-CURRICULAR ACTIVITIES..... | 18 |
| ARTICLE 25 – TEACHER ATTRITION NOTICE | 18 |
| ARTICLE 26 – INTEREST ARBITRATION | 18 |
| ARTICLE 27 – RESPECTFUL WORKPLACE..... | 19 |
| ARTICLE 28 – MILEAGE ALLOWANCE | 19 |
| ARTICLE 29 – EVALUATION..... | 19 |
| ARTICLE 30 – POSTING OF POSITIONS | 19 |
| ARTICLE 31 – DENTAL PLAN | 19 |
| ARTICLE 32 – SUBSTITUTE TEACHERS | 20 |
| ARTICLE 33 – TRANSFERS..... | 21 |
| ARTICLE 34 – OBLIGATION TO ACT FAIRLY | 21 |
| ARTICLE 35 – PRESIDENT LEAVE..... | 21 |
| ARTICLE 36 - PROFESSIONAL DEVELOPMENT FUND | 22 |
| LETTER OF AGREEMENT – PROFESSIONAL DEVELOPMENT FUND | 23 |
| LETTER OF AGREEMENT – CONSULTATION | 24 |
| LETTER OF AGREEMENT – SHORT TERM DISABILITY | 25 |
| LETTER OF AGREEMENT – RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES | 26 |
| DENTAL PLAN AUXILARY AGREEMENT | 27 |
| COLLATERAL DENTAL AGREEMENT | 29 |

AGREEMENT

between

The Seine River School Division
(hereinafter called the Board)

and

The Seine River Teachers' Association

of the

Manitoba Teachers' Society
(hereinafter called the "Association")

The Parties hereby mutually covenant and agree as follows:

ARTICLE 1 – PURPOSE

- 1.01 The purpose and object hereof is to establish a salary schedule and other conditions of employment for teachers in the employment of the division and to promote the improvement of the professional and academic standards of such teachers to the benefit of education within the Division.

ARTICLE 2 – EFFECTIVE PERIOD

- 2.01 This agreement shall come into force and effect as from **the first day of July A.D. 2018 to the last day of June A.D. 2022** and shall automatically renew itself thereafter unless either party gives the other written notice by registered mail, of the desire to amend, renew, or terminate this agreement on or before the 30th of June of the calendar year in which termination or amendment is desired.

ARTICLE 3 – QUALIFICATIONS AND CLASSIFICATIONS

3.01 Education Qualifications

a) Standard Classification:

For the purpose of the salary schedule, except as otherwise provided in this agreement, the members of the teaching staff shall be placed in the classification which corresponds to the classification according the teacher by the Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education.

b) Limited Permit Teachers

Limited permit teachers will be classified one class lower than they would be with one year of teacher training. Limited permit teachers classified below Class 1 will be paid \$1200 below the minimum of Class 1.

3.02 Allowance for Past Experience

- a) Teachers shall be given credit for past experience at the increment rate for each year of teaching experience as recognized by the Department of Education for grant purposes as at the beginning of the school year and in addition recognition at the rate of one increment for each full year of teaching experience acquired on Letter of Authority to a maximum of two years until Class maximum is reached.

- b) A teacher with special qualifications and related experience in a teaching capacity, where the use of such is recognized by the Board, and to the extent to which such qualification and experience are required and applicable in the teaching situation, shall have the number of additional increments determined with the Human Resources Committee of the Board and Negotiation Committee of the Association.

3.03 Reclassification due to Additional Qualifications

Where increased qualifications are secured which qualify a teacher for an advance in classification on the salary schedule, the resulting increase in salary shall be effective from the 1st day of the month following the filing of satisfactory evidence with the Secretary-Treasurer of the Division. Where qualifications are secured and there is a delay in filing, the following will apply:

- a) When evidence of increased qualifications are secured prior to May of that year but filed between June 1 and December 31, the increase shall be effective September 1 of that same year.
- b) When evidence of increased qualifications are secured prior to December but filed between January 1 and May 31 of the following year, the increase shall be effective January 1 of that year.

Satisfactory evidence shall be documentary evidence that increased qualifications have been registered with the Certification Branch of Manitoba Education Citizenship & Youth.

3.04 Reclassification due to a change in Evaluation or a Re-evaluation of Qualifications

The onus shall be on the teacher coming on staff of the Board to provide within 60 days of commencement of employment satisfactory evidence of qualification and experience. The salary shall be based on such evidence as is submitted within the said 60 days and any salary adjustment thereafter shall be made effective from the first day of the month following which additional evidence is submitted. Satisfactory evidence shall be documentary evidence that increased qualifications have been registered with the Department of Education. Extension of the 60-day period salary adjustment retroactive to the date of commencement of employment may be granted at the discretion of the Board if and when the delay in submitting evidence is due to circumstances beyond the control of the teacher.

ARTICLE 4 – REMUNERATION

4.01 Basic Salary Schedule

a) Effective Fall Term 2018/2019 (+1.6%)

| | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
|----|----------|----------|----------|----------|----------|----------|-----------|
| 0 | \$36,664 | \$40,699 | \$46,472 | \$55,702 | \$59,510 | \$62,627 | \$65,909 |
| 1 | \$38,331 | \$42,951 | \$49,177 | \$58,752 | \$62,745 | \$65,964 | \$69,393 |
| 2 | \$40,001 | \$45,202 | \$51,882 | \$61,806 | \$65,991 | \$69,301 | \$72,884 |
| 3 | \$41,670 | \$47,450 | \$54,591 | \$64,853 | \$69,225 | \$72,643 | \$76,370 |
| 4 | \$43,341 | \$49,701 | \$57,294 | \$67,897 | \$72,471 | \$75,979 | \$79,859 |
| 5 | \$45,007 | \$51,952 | \$60,001 | \$70,951 | \$75,713 | \$79,317 | \$83,344 |
| 6 | \$46,675 | \$54,197 | \$62,707 | \$74,003 | \$78,951 | \$82,655 | \$86,834 |
| 7 | \$48,352 | \$56,456 | \$65,414 | \$77,052 | \$82,189 | \$85,993 | \$90,322 |
| 8 | - | - | - | \$80,098 | \$85,431 | \$89,333 | \$93,807 |
| 9 | - | - | - | \$83,151 | \$88,674 | \$92,671 | \$97,293 |
| 10 | - | - | - | \$86,204 | \$91,915 | \$96,008 | \$100,788 |

b) Effective Fall Term 2019/2020 (+1.4%)

| | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
|----|----------|----------|----------|----------|----------|----------|-----------|
| 0 | \$37,109 | \$41,200 | \$47,054 | \$56,413 | \$60,275 | \$63,435 | \$66,763 |
| 1 | \$38,799 | \$43,484 | \$49,797 | \$59,506 | \$63,555 | \$66,819 | \$70,296 |
| 2 | \$40,493 | \$45,766 | \$52,540 | \$62,603 | \$66,846 | \$70,203 | \$73,836 |
| 3 | \$42,185 | \$48,046 | \$55,287 | \$65,693 | \$70,126 | \$73,592 | \$77,371 |
| 4 | \$43,879 | \$50,328 | \$58,028 | \$68,779 | \$73,417 | \$76,974 | \$80,909 |
| 5 | \$45,569 | \$52,611 | \$60,773 | \$71,876 | \$76,705 | \$80,359 | \$84,442 |
| 6 | \$47,260 | \$54,887 | \$63,517 | \$74,971 | \$79,988 | \$83,744 | \$87,981 |
| 7 | \$48,961 | \$57,178 | \$66,261 | \$78,062 | \$83,271 | \$87,129 | \$91,518 |
| 8 | - | - | - | \$81,151 | \$86,559 | \$90,515 | \$95,052 |
| 9 | - | - | - | \$84,247 | \$89,847 | \$93,900 | \$98,587 |
| 10 | - | - | - | \$87,342 | \$93,133 | \$97,284 | \$102,131 |

c) Effective Fall Term 2020/2021 (+0.50%)

| | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
|----|----------|----------|----------|----------|----------|----------|-----------|
| 0 | \$37,135 | \$41,247 | \$47,130 | \$56,536 | \$60,417 | \$63,593 | \$66,938 |
| 1 | \$38,834 | \$43,542 | \$49,887 | \$59,644 | \$63,713 | \$66,994 | \$70,488 |
| 2 | \$40,536 | \$45,836 | \$52,643 | \$62,757 | \$67,021 | \$70,395 | \$74,046 |
| 3 | \$42,237 | \$48,127 | \$55,404 | \$65,862 | \$70,317 | \$73,800 | \$77,598 |
| 4 | \$43,939 | \$50,421 | \$58,159 | \$68,964 | \$73,625 | \$77,200 | \$81,154 |
| 5 | \$45,637 | \$52,715 | \$60,917 | \$72,076 | \$76,929 | \$80,602 | \$84,705 |
| 6 | \$47,337 | \$55,002 | \$63,675 | \$75,186 | \$80,229 | \$84,003 | \$88,262 |
| 7 | \$49,046 | \$57,305 | \$66,433 | \$78,293 | \$83,528 | \$87,405 | \$91,816 |
| 8 | - | - | - | \$81,397 | \$86,832 | \$90,809 | \$95,368 |
| 9 | - | - | - | \$84,509 | \$90,137 | \$94,210 | \$98,920 |
| 10 | - | - | - | \$87,620 | \$93,440 | \$97,611 | \$102,482 |

d) Effective Fall Term 2021/2022

- **Effective Fall Term 2021/2022 salaries to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 months (January to December 2021) average annual Manitoba Consumer Price Index change is made known, the increase will be applied retroactively to September 1, 2021.**

4.02 Annual Increments

Each teacher (full-time and part-time) shall receive one increment for each year of teaching experience as recognized by the Certification Branch of Manitoba Education Citizenship & Youth.

The anniversary date for annual increments shall be September 1, January 1 or April 1, whichever date immediately follows the accumulation of one complete year of experience.

4.03 Administration Allowances

a) Principals:

Administrative allowances are calculated September 30th of each year and become effective October 1st of each year.

Every principal shall be paid for his/her administrative and supervisory duties on allowance above his/her salary as a teacher per annum according to the formula below:

FORMULA:
 BASE RATE
 + (STAFF SUPERVISED * STAFF SUPERVISION RATE)
 + (STUDENTS * STUDENT SUPERVISION RATE)
 PRINCIPAL'S ALLOWANCE

WHERE:
 As at September 30th of each year:

STAFF SUPERVISED = Teacher(s) + Secretary(s) + Library Technician(s) + Custodian(s) + Educational Assistant(s)

STUDENTS = Student population

Allowances will be as follows:

| | Effective Fall Term 2018/2019 Annual Allowance 1.6% | Effective Fall Term 2019/2020 Annual Allowance 1.4% | Effective Fall Term 2020/2021 Annual Allowance 0.5% | Effective Fall Term 2021/2022 Annual Allowance As per 4.01 d) |
|-------------------------|--|--|--|---|
| Base Rate Principal | \$8,055.79 | \$8,168.57 | \$8,209.42 | |
| Staff Supervised Rate | \$256.31 | \$259.89 | \$261.19 | |
| Student Supervised Rate | \$14.63 | \$14.84 | \$14.91 | |

A principal will not have a reduced allowance during his appointment at that school. Under a board imposed transfer, a reduction will not occur over the first two years of that appointment.

b) Vice Principals:

Vice principals shall be paid, in addition to their salary as teachers in accordance with Article 4.01 Basic Salary Schedule, an allowance for administrative and supervisory duties as follows:

| Effective Fall Term 2018/2019 Annual Allowance 1.6% | Effective Fall Term 2019/2020 Annual Allowance 1.4% | Effective Fall Term 2020/2021 Annual Allowance 0.5% | Effective Fall Term 2021/2022 Annual Allowance As per 4.01 d) |
|--|--|--|---|
| \$9,520.47 | \$9,653.76 | \$9,702.02 | |

c) Acting-Principals:

In all schools, the Superintendent shall appoint an acting-principal who shall receive an administrative per-day allowance of 75% of 1/200 of his principal's yearly allowance where they are assigned in the absence of the principal for a half-day or more. The minimum allowance shall be as indicated below per day and the maximum allowance shall be as indicated below per day. After five consecutive days of replacement, the per-day allowance will be 100% of 1/200 of the principal's yearly allowance. Where the vice principal is assigned in the absence of the principal for a half-day or more, they will receive the same administrative per-day allowance defined above.

| Effective Fall Term 2018/2019 Annual Allowance | Effective Fall Term 2019/2020 Annual Allowance | Effective Fall Term 2020/2021 Annual Allowance | Effective Fall Term 2021/2022 Annual Allowance |
|--|--|--|--|
| 1.6% | 1.4% | 0.5% | As per 4.01 |
| \$55.69 | \$56.47 | \$56.75 | d) |
| \$21.96 | \$22.26 | \$22.37 | |

4.04 Co-ordinators' & Directors' Allowance

a) Each full-time co-ordinator will receive an allowance in addition to his salary as a teacher as follows:

| Years of Experience | Effective Fall Term 2018/2019 Annual Allowance | Effective Fall Term 2019/2020 Annual Allowance | Effective Fall Term 2020/2021 Annual Allowance | Effective Fall Term 2021/2022 Annual Allowance |
|------------------------|--|--|--|--|
| | 1.6% | 1.4% | 0.5% | As per 4.01 |
| 0 | \$10,587.89 | \$10,736.12 | \$10,789.80 | d) |
| 1 | \$10,981.03 | \$11,134.76 | \$11,190.44 | |
| 2 | \$11,372.49 | \$11,531.71 | \$11,589.37 | |
| 3 | \$11,765.64 | \$11,930.35 | \$11,990.01 | |
| 4 | \$12,157.09 | \$12,327.29 | \$12,388.93 | |
| 5 | \$12,745.13 | \$12,923.56 | \$12,988.18 | |

4.05 Consultants' Allowance

a) The consultants shall be paid, in addition to their salary as teachers in accordance with Article 4.01, an allowance in the amount identified below per annum. Individuals who are appointed part-time consultants shall be paid the rate based on the fraction of time employed as a consultant.

| Effective Fall Term 2018/2019 Annual Allowance | Effective Fall Term 2019/2020 Annual Allowance | Effective Fall Term 2020/2021 Annual Allowance | Effective Fall Term 2021/2022 Annual Allowance |
|--|--|--|--|
| 1.6% | 1.4% | 0.5% | As per 4.01 |
| \$5,976.32 | \$6,059.98 | \$6,090.28 | d) |

4.06 Multi-grade Allowance

a) Teachers with multi-grade classrooms will receive an allowance for each additional grade as follows:

| | Effective Fall Term 2018/2019 | Effective Fall Term 2019/2020 | Effective Fall Term 2020/2021 | Effective Fall Term 2021/2022 |
|------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| | 1.6% | 1.4% | 0.5% | Annual Allowance |
| | Annual Allowance | Annual Allowance | Annual Allowance | As per 4.01 d) |
| 100% of the time | \$700.66 | \$710.47 | \$714.03 | |
| 75% or more | \$524.17 | \$531.51 | \$534.17 | |
| 50% or more | \$352.98 | \$357.92 | \$359.71 | |
| 25% of the time | \$176.50 | \$178.97 | \$179.87 | |

4.07 Substitute Teachers

Substitute teachers will be paid as follows:

| | Per day Effective 16-Apr-21 (Date of Ratification) | Per day Effective Fall Term 2021/2022 As per 4.01 d) |
|--|---|--|
| Teachers with classification below Class 1 | \$144.02 | |
| Teachers with classification equivalent to Class 1, 2 & 3 | \$166.56 | |
| Teachers with classification equivalent to Class 4,5 & 6 | \$193.62 | |

- a) **Continuous Substitution: On the sixth day of continuous substitution in the same assignment the substitute shall be entitled to be paid 1/200 of his/her salary under Article 4.01 according to the substitute teacher's classification, retroactive to the first day of the assignment.**
- b) The above rates include vacation pay credits.

4.08 Adult Evening Classes

a) Teachers for Adult Evening Classes shall be paid as follows:

| | Per hour Effective Fall Term 2018/2019 | Per hour Effective Fall Term 2019/2020 | Per hour Effective Fall Term 2020/2021 | Per hour Effective Fall Term 2021/2022 |
|----------------------------|---|---|---|---|
| | 1.6% | 1.4% | 0.5% | As per 4.01 d) |
| Class 1, 2 & 3 teachers | \$38.02 | \$38.55 | \$38.74 | |
| Class 4, 5, 6 & 7 teachers | \$41.19 | \$41.17 | \$41.97 | |

b) This Article applies only to teachers already in the employ of the Board for day school.

4.09 Deduction of Salary for absence

In all cases of absence from teaching duties other than illness, compassionate leave or other reasons as granted at the discretion of the Superintendent, any teacher thus absent from duty shall have a maximum of 1/200 of his annual salary deducted for each day of absence from duties.

4.10 Interest on Retroactive Pay

The parties to this agreement agree to waive the provisions of this article only for the purposes of renewal of the agreement during the period of July 1, 2018 to June 30, 2022.

The Division shall pay to members of the Association interest on any retroactive pay which may be paid to such members, on condition that the interest shall be paid for the period of time between the dates the parties apply for arbitration and the date on which any payment is subsequently paid and, in addition, will be paid only on such amounts as would have been outstanding from time to time until such time as payment is finally made. The interest shall be paid on the net pay due each teacher and not the gross pay. Such interest shall be computed at the average rate at which the Division borrows funds during the 12-month period preceding the calculation date or at 8.5%, whichever is less.

ARTICLE 5 – PAYMENT OF SALARIES

5.01 a) **All salaries are to be paid on a 12-month basis on the last day of each month September to August. If the last day of the month falls on a Saturday or Sunday, payment will be made on the last day of the same week.**

b) **A mid month advance will be made on the fifteenth (15th) of each month September to August. If the fifteenth (15th) falls on a Saturday or Sunday, payment will be made on the last day of the same week.**

5.02 Where a teacher leaves the employ of the Board during the course of a school year, **all remaining salary** will be paid to the teacher within the first 10 days of the month following termination of employment.

5.03 Direct Deposit of Salaries

a) The Division shall only be required to deposit the salary funds to one account in one designated financial institution per teacher

b) Any administrative costs in future changes to a designated financial institution shall be borne by the member of the association who requests such a change.

c) Individual members shall not have the right to request exemptions from having their salaries so deposited.

ARTICLE 6 – SICK LEAVE

6.01 Where a teacher is sick, he/she shall, subject to Article 6.02 be entitled to sick leave during his/her sickness and to be paid his/her salary during his/her sick leave; but subject to Article 6.03, the leave shall not exceed 20 teaching days in any school year.

a) A full-time teacher shall be entitled to 20 sick days at the beginning of each school year.

b) Teachers employed on a part-time basis with the Division shall be granted sick leave with pay pro-rated based on full-time equivalents.

- 6.02 The Board may require that the sickness be certified by a physician.
- 6.03 Where the employment of a teacher is continued for more than one year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
- 40 days in the second year
 - 60 days in the third year
 - 80 days in the fourth year
 - 100 days in the fifth year
 - 120 days in the sixth year
 - 130 days in the seventh year
- 6.04 Article 6.03 shall be deemed to have been in effect for all teachers employed in the Division after January 1, 1969.
- 6.05 All teachers shall be notified by the end of September of each year of their total accumulated sick leave entitlement.
- 6.06 On-the-Job Injury

When a teacher suffers an on the job injury and is absent from work as a result of that injury, the Division shall continue to pay that teacher's salary during such absence, limited to the extent of the accumulated sick leave balance at the time of the injury. The period of time absent from work as a consequence of an on-the-job-injury shall be charged against the accumulated sick leave balance and subsequently returned upon return to work. The Division shall reimburse expense incurred by the teacher as a result of an on-the-job injury where the teacher has expenses beyond the maximum coverage provided for in any Extended Health Plan for which the teacher is listed as an insured. Such medical items must be as ordered by a duly qualified physician or dentist in Manitoba. The maximum payable shall be \$1000 for each incidence of an on-the-job injury.

ARTICLE 7 – SUPPLEMENTAL SICK LEAVE

- 7.01 The purpose of supplemental sick leave is to ensure that a teacher, who is returning to work from a prolonged absence due to accident or illness, has access to a reasonable amount of income protection. The supplemental sick leave is not intended to extend the waiting period for the teacher's long term disability plan.
- 7.02 A teacher who has 85 days sick leave accrued, may earn up to 20 days of supplemental sick leave, at an accrual rate of 2 days, for each full month of employment beyond when their sick time accrual was 85 days. A teacher shall not earn more than 20 days of sick time and/or supplemental sick time in any one school year.
- 7.03 Teachers employed on a part time basis, who have a contract (form 2 or form 2a) with the Division, shall accrue supplemental sick time pro-rated, based on full time equivalents.
- 7.04 Supplemental sick leave shall only be used to replenish a portion of a teacher's sick time, upon their return to work from a sick leave. Supplemental sick leave can not be used in combination with sick leave for any one absence from work due to accident or illness, or any subsequent absence for the same, or related, accident or illness. Supplemental sick leave may not be used to extend, or bridge, the waiting period of the teacher's long term disability plan.

ARTICLE 8 – FAMILY MEDICAL LEAVE

- 8.01 Each teacher 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 his or her immediate family including the spouse, children or parents of the teacher or spouse.
- 8.02 Use of sick leave beyond the time and for persons other than provided for herein may be granted at the discretion of the Superintendent.

ARTICLE 9 – MATERNITY / PARENTAL LEAVE

- 9.01 Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to parental leave in accordance with this article.
- 9.02 Except as otherwise provided herein the Manitoba Employment Standards Code will apply.
- 9.03 The teacher and the Division shall mutually agree to extend the length of leave if the teacher so desires. Any such arrangement shall be confirmed in writing by the Division.
- 9.04 Effective July 1, 2015. A teacher taking maternity leave and/or parental leave pursuant to this article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.
- 9.05 Effective July 1, 2015, the Division shall pay a teacher on maternity leave and/or parental leave:
- (i) If the teacher's two (2) week or ten (10) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to seventy-five (75) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits.
 - (ii) If the teacher's two (2) week or ten (10) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits.
 - (iii) up to fifty (50) teaching days of parental leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits.

For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:

- (i) one hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both maternity leave and parental leave;
- (ii) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes maternity leave;
- (iii) Fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes parental leave;

unless the teacher takes a shorter period of maternity leave or parental leave in which case, the pay and/or top-up will be pro-rated to reflect the actual number of teaching days taken. The parties acknowledge that the top-up payment made by the Division for maternity leave may extend into the period of time that the teacher is on parental leave but the payment is intended to be a top-up of maternity leave benefits.

9.06 Non-Application

The article shall not apply to any teacher who is employed on a term contract during the teacher's first year of employment. All other teachers shall be eligible to receive the top-up benefits once they have been employed for a period of seven (7) months by the Division.

ARTICLE 10 – COMPASSIONATE LEAVE

- 10.01 Each teacher shall be allowed compassionate leave without loss of salary in the case of death or serious illness of any member of the family of the teacher, whether the family member is natural, step or foster, as follows:
- a) Five days for spouse, son, daughter, grandchild, father, mother, brother or sister; and
 - b) Three days for father-in-law, mother-in-law, brother-in-law, sister in law, and grandparents,
 - c) Up to two (2) days per school year to attend as a mourner
 - d) Leave without loss of salary beyond the time and for persons other than provided for herein may be granted at the discretion of the Superintendent.

ARTICLE 11 – COMPASSIONATE CARE LEAVE

- 11.01 Every teacher is entitled to compassionate care leave up to 8 weeks to provide care or support to a seriously ill family member as defined in the Employment Standards Code.
- 11.02 Except as otherwise provided herein, the Manitoba Employment Standards Code (MESC) will apply.
- 11.03 At the end of an employee's leave, the Division shall reinstate the employee to the position the employee occupied when the leave began, if available, or a comparable position.

ARTICLE 12 – PERSONAL LEAVE

- 12.01 Each teacher, upon authorization of the Superintendent, or designate will be allowed 2 days of absence per school year for personal reasons with no loss of salary.

ARTICLE 13 – DEDUCTION OF PROFESSIONAL FEES

- 13.01 The Manitoba Teacher & Society membership fees shall be deducted from every teacher. These deductions will be made in ten equal monthly instalments, starting with the September cheque, in accordance with the current scale of fees and shall be remitted monthly to the M.T.S. office.
- 13.02 Local Association fees, as determined by the Local Association Executive, shall be deducted in ten equal monthly instalments from September to June, beginning September 2011. Teachers employed on a part-time basis shall be deducted the rate based on the fraction of time employed. Fees for term teachers shall be deducted for the months they are employed.

ARTICLE 14 – DISABILITY BENEFITS PLAN

- 14.01 Group Life
- a) The Board will administer the Manitoba Public School Employees - Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
 - b) All employees coming on staff after the effective date of the implementation of the plan in the Division shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees - Group Life Insurance Plan.

14.02 Long-Term Disability Insurance

- a) The Division shall administer the Manitoba Teachers' Society Long-Term Disability Plan for participating employees as per the memorandum of agreement. Premium for the plan shall be paid by each employee participating in the plan and shall be deducted monthly from salary.
- b) The Board may require that the employee confirm receipt of disability benefits.

14.03 Short-Term Disability

The Short Term Disability plan shall be administered in accordance with the Letter of Understanding that is part of this agreement.

ARTICLE 15 – SABBATICAL LEAVE

- 15.01 The Board of trustees may grant a leave of absence to any teacher for the purpose of further study or professional development for such a period of time as the Board may approve.
- 15.02 The minimum grant for one year of sabbatical leave shall be \$7,650. The Board retains the right to provide an additional allowance over the minimum grant, such amount to be determined by negotiation between the Board and the candidate chosen.
- 15.03 Applications for sabbatical leave must be submitted to the Superintendent no later than February 28 of the school year previous to the one for which leave is requested. Final decision of the application will be made by the Board no later than April 15.
- 15.04 Other terms and conditions of the leave in respect to future service commitments or repayment in lieu of default of future service commitment and terms deemed necessary will be incorporated in the individual contract made with the candidate at the time of granting said leave.

ARTICLE 16 – COMPLAINTS AGAINST TEACHERS

- 16.01 Where a complaint is made to a school board respecting the competency or character of a teacher, the school board shall not terminate its agreement with the teacher unless it has followed the process as outlined below and has provided him/her an opportunity to appear personally or by representation before the school board to answer the complaint.

In the interest of handling all complaints fairly and expeditiously, the following guidelines are recommended:

1. The individual or group raising a complaint shall be advised of the proper channeling for Complaints.

The Division administration, Board of Trustees or committee of the Board will not consider or act upon complaints until the complaint has been explored at the appropriate level as outlined below.

Except in situations which are governed by legislation (e.g. Child and Family Services Act), the complainant will be advised to first contact the person most directly involved.

Complaints against a teacher or an administrator should proceed according to the following steps:

The Complainant first meets with the person against whom he/she is complaining. If satisfaction is not obtained at that level, the complainant should meet with the person in question along with the immediate supervisor, in an attempt to resolve the issue.

Complainant meets with:

- a) Person against whom complaint is made.
 - b) Person against whom complaint is made and immediate supervisor.
 - c) Person against whom complaint is made, immediate supervisor, employer.
2. When complaints are made to the Division administration or to the Board about teachers or school administrators, they must be made in writing and must be signed by the person or persons lodging the complaint with a copy to the individual named.

Written complaints about teachers or administrators shall utilize the following procedures:

- a) When a written complaint about a teacher or administrator is received, the individual named shall be notified and shall be given an opportunity for explanation and written response.
 - b) At any point in the complaint process, the individual named shall have the right to have an MTS Staff Officer present.
 - c) The immediate supervisor shall be notified of the written complaint.
 - d) The Board of Trustees will hear personnel matters in-camera.
 - e) The Board and administrators shall treat all information received as confidential
3. Individual trustees who receive complaints should follow the above guidelines.
4. School Advisory Committees shall be informed of School Board policies dealing with complaints.
5. Personnel Files:

No documents pertaining to a complaint will be entered into the personnel file of a teacher or administrator when it is concluded that such complaint was unfounded.

When documentation is entered into a personnel file, the teacher or administrator shall be advised, in writing, and shall be provided an opportunity to enter a written response.

6. When a group wishes to address the Board, on any matter, they should notify the Board in writing 24 hours prior to the Board meeting. They must include a statement of the nature of their business. If the purpose is to make a complaint against a teacher or a school, the Superintendent shall advise them of the procedure to be followed in respect to complaints.

ARTICLE 17 – SETTLEMENT OF DISPUTES CONCERNING THIS AGREEMENT

- 17.01 Where a difference arises between the parties to or the persons bound by this agreement or on whose behalf it was entered into concerning its content, meaning, application, or violation, either party shall, within 35 teaching days of the event giving rise to the violation or difference, or within 35 teaching days from the date on which the grievor became aware of the event giving rise to the violation or difference, notify the other party in writing, stating the violation or difference and the solutions sought.
- 17.02 Any difference between the parties to, or persons bound by the agreement or on whose behalf it was entered into concerning its content meaning, application or violation, which is not settled to the satisfaction of the parties within ten teaching days from the date when the Association takes the matter up with the Division or the Division notifies the Association in writing of its desire to have the difference negotiated shall, upon the written request of either party, be submitted to an Arbitration Board consisting of three members. Each of the parties to the dispute shall, within seven days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators, within a further period of seven days after their appointment, shall meet and select a chairman. Should the two arbitrators fail to agree upon a chairman within the required seven days, either party may request the Manitoba Labour Board to appoint a chairman. Except as herein provided the Labour Relations Act shall apply.

- 17.03 Where a party to this Collective Agreement submits a dispute under the Collective Agreement to an Arbitration Board as aforesaid, notwithstanding the time limits herein before set forth, the parties shall proceed with the appointment of the Arbitration Board and, if the Arbitration Board is satisfied that the irregularity with respect to the time limit has not prejudiced the parties to the arbitration and will not affect the merits of the matter submitted to the Arbitration Board, it may, on its own initiative or on application of any party to the arbitration, declare that the irregularity does not affect the validity of the decision or award of the Arbitration Board; and the declaration is binding on the parties to the arbitration and on any person affected by the decision or award of the Arbitration Board.
- 18.04 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single arbitrator.

ARTICLE 18 – CONTACT TIME

- 18.01 Commencing with the 1st day of the 2008/2009 school year, over the course of a school's instructional cycle, every full time teacher shall have the equivalent of the minimum of 40 minutes per day of preparation time, exclusive of recess. It shall not be allocated in blocks smaller than 30 minutes.
- 18.02 Part-time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.

ARTICLE 19 – LAY-OFF

- 19.01 When it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Board shall develop a seniority list as hereinafter provided. Such a list shall contain the names of those tenured teachers having the least seniority identified in sufficient numbers to enable the Board to lay-off the required number of teachers after taking into account the special subject, program and administrative needs of the Board. The Association and the teacher shall be permitted a period of ten teaching days after posting of such list to protest in writing to the Board any alleged omission or incorrect listing, but such protest shall be confined to errors in or changes occurring since the posting of the last seniority list.
- 19.02 Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications and experience for a specific teaching assignment.
- 19.03 Definitions:
- a) Training: instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
 - b) Academic Qualifications: refers to the classification in which the teacher is placed by the Administration and Teachers' Certification Branch of the Department of Education.
 - c) Experience: the practical application of the training over a period of time with respect to the particular subject or subjects.
 - d) Length of Teaching Service:
 - 1. Seniority for the purpose of this policy is defined to mean the length of continuous teaching experience from the date of last hire with the Division on a current Form 2 contract.
 - 2. Where they have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of total length of employment with the Division.
 - 3. Where teachers have the same seniority as defined in (1) and (2), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
 - 4. Where teachers have the same seniority as defined in (1), (2) and (3), the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
 - 5. If the length of teaching experience as defined in (1), (2), (3) and (4) is equal, the teacher to be declared surplus shall be determined by the Board.
- 19.04 In the event of a lay-off, the Board shall meet with the Executive of the Association to discuss the implications of the lay-offs and shall provide the Association with a list of teachers to be laid off.

- 19.05 Notice of lay-off and a copy of this article shall be given to the teacher by registered mail no later than the first day of May of any school year. The teacher, within ten teaching days of receiving notice of lay-off, shall indicate in writing of his/her wish to be placed on the re-employment list. Notwithstanding anything else in this article, failure to respond within the time limit specified in this paragraph shall relieve the onus on the Division for that teacher's placement on the re-employment list and the teacher shall lose seniority.
- 19.06 If after lay-offs have occurred, and for a period of one calendar year after the 30th day of September following the date of lay-off, teachers who have been laid off and have given notice by registered mail under Article 16.05 above shall be offered the position first as it becomes available when positions become vacant provided such teachers have the necessary training, academic qualifications and experience for the positions available. Length of teaching service with the Board will be used to determine the order in which the laid-off teachers are offered the available positions provided that said teachers have the necessary training, academic qualifications and experience.
- 19.07 It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and a teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this policy, within 15 teaching days of the registered letter being sent, his/her intent to return to work and shall be required to return to work on the date set out in the notice which date shall not be less than one month's calendar days following such notification, unless by written mutual agreement. Failure to respond within the time limits specified or agreed to shall relieve the onus on the Division for that teacher's placement on the re-employment list and he/she shall lose seniority.
- 19.08 A teacher will retain and accrue seniority if absent from work because of:
- a) Illness or accident up to the maximum days accumulated under the provisions of the collective agreement;
 - b) A leave of absence up to 30 calendar days;
 - c) Maternity, parental and compassionate care leave under the provisions of the Employment Standards Act.
- 19.09 A teacher shall retain but not accrue seniority if the teacher is:
- a) On leave of absence in excess of 30 calendar days;
 - b) Laid off for a period of time less than that set out in Article 15.10 (c) hereof;
 - c) Absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement;
 - d) Sabbatical leave;
 - e) Absent because the Division has granted more maternity and/or parental leave than required by the Employment Standards Code.
- 19.10 Without limiting the generality of the foregoing, a teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
- a) The teacher resigns;
 - b) The teacher fails to return to work after the termination of any leave granted by the Board;
 - c) The teacher is not re-employed within one calendar year after September 30 following the date of lay-off;
 - d) The teacher's contract is terminated for cause;
 - e) Any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications and experience to perform the work in the position offered shall forfeit all right of seniority and re-employment;
 - f) The teacher is employed by another School Board on a regular basis and on a Form 2 contract.
- A teacher who has lost seniority as a result of the application of this article shall be notified as soon as possible that his/her teaching contract has been terminated.
- 19.11 If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.

- 19.12 Notwithstanding any other provisions of this article, the lay-off provisions shall not apply to teachers who are not tenured or to teachers employed on a fixed term contract where during that term the teacher is employed on the express written understanding that such teacher will not, after the completion of such term, be employed by the Division.

Tenure means the status of a teacher as defined in Sections 92 (5) and 92 (6) of the Public Schools Act, who is continuously employed by one School Board for more than one full school year or who was employed by one other School Board in the Province for more than one full school year within 3 years prior thereto.

ARTICLE 20 – PART-TIME TEACHERS

- 20.01 Teachers employed under contract on a part-time basis shall be paid a rate based on the fraction of time employed.
- 20.02 Part-time teachers shall be eligible to participate in any employee benefit if such plan allows part-time teachers access to such a benefit plan.
- 20.03 Part-time teachers shall participate in school activities during the regular school day when requested by the employer. Part-time teachers shall receive 1/200 or portion thereof for time spent over and above their regularly scheduled teaching time during the school day. At the Superintendent's discretion, time in lieu of compensation may be given.

The school activities, when occurring during the regular school day, eligible for payment under this Article are:

- a) Staff meetings
- b) Parent-teacher interviews
- c) In-service components
- d) Field trips, band trips, music festivals and any other school related business

ARTICLE 21 – SUCCESSIVE TERM CONTRACTS

- 21.01 A teacher who has been employed full-time or part-time in the Division under a Limited General contract for two successive years, shall on employment for the third consecutive school year, be signed to a Teacher-General contract and be entitled retroactively, to seniority and sick leave for the previous successive entire school years of employment. An entire school year means employment for 180 or more school days in the contract year, pro-rated for part-time teachers.

ARTICLE 22 – DISCIPLINE

- 22.01 The imposition of discipline without just cause by the Division or any agent thereof with or without pay shall be subject to the following provisions:
- a) Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 17 "Settlement of Disputes Concerning this Agreement".
 - b) When such a difference is referred to a Board of Arbitration under Article 17, the Board of Arbitration shall have the power to:
 1. Uphold the discipline
 2. Rescind the discipline
 3. Vary or modify the discipline
 4. Order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline.
 5. Do one or more of the things set out in sub clause (1), (2), (3) and (4) above.

- c) The written warning(s) shall not include "Teacher Supervision and Evaluation Procedures" and amendments thereto (hereinafter referred to as the procedure), except where the implementation of said procedure against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- d) The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 23 – MEAL PERIOD

- 23.01 Except in cases of emergency, or unforeseen circumstances, every full- time teacher shall be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each school day:
- a) This lunch period shall be equal to the midday intermission given to the students of the school in which the teacher is employed to a maximum of fifty-five (55) consecutive minutes.
 - b) One member of the teaching staff per school shall be on call during this meal period.

ARTICLE 24 – EXTRA-CURRICULAR ACTIVITIES

- 25.01 Teacher participation in extra-curricular activities shall be voluntary.

ARTICLE 25 – TEACHER ATTRITION NOTICE

- 26.01 The Division shall post notification of teacher attrition created before March 31st in the schools. Should that attrition create a vacancy, teachers that have not submitted a transfer request will be required to apply stating their interest in a reassignment to that school.

ARTICLE 26 – INTEREST ARBITRATION

- 26.01 If the parties are unable to agree on the terms of a renewed or revised collective agreement or a new collective agreement, either party may – after a period of at least 90 days has elapsed since notice was given to commence collective bargaining under Section 60 or 61 of The Labour Relations Act – notify the other in writing of its desire to submit the matters remaining in dispute to arbitration. The matters in dispute must then be submitted to arbitration in accordance with this section.
- 26.02 If the parties agree to refer the matters to a single arbitrator, they shall appoint an arbitrator to hear and determine the matters and make an award.
- 26.03 If the parties can not agree to appoint a single arbitrator, they shall take steps to establish an arbitration board to hear and determine the matters and issue an award.
- 26.04 The party that gives the notice under 26.01 shall include in the notice a statement of the matters in dispute being referred to arbitration. The other party may also provide the initiating party with a statement in writing of the matters it considers to be in dispute.
- 26.05 A statement referred to in 26.04 may be amended at any time before the arbitrator or arbitration board begins hearings, but new items may not be added unless bargaining has taken place respecting them.
- 26.06 After hearings begin, neither of the parties may add further items to the statement of matters in dispute, but a party may modify or withdraw any items during the course of the hearings.
- 26.07 Part VII of The Labour Relations Act applies, with necessary changes, to the arbitration of collective bargaining disputes between the parties.

ARTICLE 27 – RESPECTFUL WORKPLACE

27.01 The Division shall maintain a Respectful Workplace Policy which is congruent to provincial workplace safety and health legislation and regulations.

ARTICLE 28 – MILEAGE ALLOWANCE

28.01 Members covered by this agreement will be reimbursed for the use of their personal vehicle, at the provincial rate for mileage necessarily incurred on School Division business, when requested by the employer, or its agents.

ARTICLE 29 – EVALUATION

29.01 Every teacher shall be entitled to a fair and reasonable evaluation.

ARTICLE 30 – POSTING OF POSITIONS

30.01 The Board shall post in each school, Division Office, and on the Divisional Website a notice of each new position and each vacancy to be filled by teachers/administrators who would come under this agreement at least 5 days before the position or vacancy is to be filled. Concurrently, a copy of such notice shall be sent to the Association

ARTICLE 31 – DENTAL PLAN

31.02 Effective May 1, 2008, the Division will participate in the administration of the MSBA/MTS Dental Plan in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as The Collateral Dental Plan Agreement.

All employees covered by this Collective Agreement that are eligible under the terms of the Dental Plan shall be required to participate in the MSBA/MTS Dental Plan unless entitled to elect out of the MSBA/MTS Dental Plan as may be permitted under the terms thereof.

The cost of the MSBA/MTS Dental Plan will be paid by the division in accordance with the terms and conditions of the Dental Plan Agreement.

The Division agrees that the Division's monthly contributions to the Dental Plan on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental Plan). Provided that prior to the beginning of the plan year an Employee may elect in prescribed form reduced coverage as permitted under the terms of the Dental Plan in which case the Division agrees to make monthly payments to the Employee as follows:

- a) An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage for an Employee and one dependent only;
- b) An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only;
- c) An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 32 – SUBSTITUTE TEACHERS

- 32.01 The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 32.

The only matters which may be grieved by a substitute teacher or the Association under Article 17, Settlement of Disputes, are the provisions contained within this article, and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement.

32.02 DEDUCTION OF MANITOBA TEACHERS' SOCIETY FEES

MTS and association fees shall be deducted from a substitute teacher's pay. These fees shall be pro-rated on the basis of the numbers of days worked in a given month. The Association shall indemnify (and save harmless) the division from any and all losses, costs, liabilities or expenses suffered or sustained by the division as a result of any claims or legal action arising from the deduction of local association fees or MTS fees.

32.03 SICK LEAVE

A substitute teacher who has been employed for at least nine (9) consecutive days in the same assignment as a substitute shall accumulate sick leave credits with pay at the rate of one (1) day's credit for each nine (9) days taught in that assignment. Sick leave shall not accumulate from assignment to assignment.

32.04 LIMITED TERM TEACHER- GENERAL CONTRACT (FORMERLY FORM 2 A CONTRACT)

A substitute teacher who has been employed for at least twenty (20) consecutive days of substitute teaching in the same assignment shall on the twenty-first (21st) day, be signed to a limited term contract unless the return of the regular teacher or conclusion of the assignment is expected to occur within 5 working days.

32.05 SUBSTITUTE TEACHER'S SERVICES NOT REQUIRED

- a) A substitute who is called in for a half day assignment who reports and who finds that his or her services are not required, shall be paid a half-day's pay for reporting for duty.
- b) If the substitute teacher has been called in for a full day assignment who reports and who finds that his or her services are not required, shall be paid a full day's pay for reporting for duty.
- c) In the event of an emergency closure of a school or early dismissal for emergency reasons, substitute teachers will be paid accordingly based on their half-day or full-day assignment.

32.06 TIMETABLE

Unless otherwise determined at the time of the assignment, or in unforeseen circumstances, the timetable of a substitute shall be the same as the timetable of the teacher who is being replaced.

- 32.07 In-service, Administration, Inclement Weather days or paid sick days taken as per 32.03 shall not constitute a break in substitute teaching.

32.08 The following articles of this Collective Agreement also apply to substitute teachers:

- Article 1 – Purpose
- Article 2 – Effective Period
- Article 3 – Qualifications and Classifications
- Article 4.01 – Remuneration
- Article 4.07 – Substitute Teachers
- Article 4.10 – Interest on Retroactive Pay
- Article 16 – Complaints Against Teachers
- Article 17 – Settlement of Disputes
- Article 22 – Discipline
- Article 23 – Meal Period
- Article 24 – Extra-Curricular Activities
- Article 26 – Interest Arbitration
- Article 27 – Respectful Workplace
- Article 28 – Mileage Allowance

ARTICLE 33 – TRANSFERS

33.01 The Association recognizes the right of the Division to assign teachers employed by the Division to schools under its jurisdiction. The Division shall provide to any teacher being considered for a transfer an opportunity for consultation with the Superintendent's Department with respect to the transfer and the details of the intended assignment. The most reasonable notice possible given the circumstances shall be provided to the teacher.

ARTICLE 34 – OBLIGATION TO ACT FAIRLY

34.01 In administering the agreement, all parties shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

ARTICLE 35 – PRESIDENT LEAVE

35.01 The Division shall provide the President of the Seine River Teachers' Association leave to conduct Association business for either 50% or 100% of the Teacher assignment as indicated by the Association.

35.02 The Association shall reimburse the Division for all applicable salary and benefits costs related to such leave.

ARTICLE 36 - PROFESSIONAL DEVELOPMENT FUND

36.01 Commencing on the first day of each school year the Seine River School Division shall provide payment on an annual basis to the Seine River Teachers' Association to establish a Professional Development Fund for individual professional development for teachers of the division.

The amount agreed to by the parties shall be \$100,000 in each school year with the exception of 2021/2022. The amount agreed to by the parties for the 2021/2022 school year shall be \$50,000. The amount of \$100,000 shall be payable in each subsequent year.

The following expectations shall apply:

- **The fund shall be administered by the Association's Professional Development Committee;**
- **Release time of the teacher must be approved in advance by the Principal. Such release is subject to a substitute being available;**
- **The cost of substitutes shall be deducted from the annual allocation;**
- **At the end of each school year, the Association will present a detailed report to the Board on the use of the funds;**
- **The Board will consider carry forward amounts upon the submission of a formal request by the Association.**

Dated at Lorette, Manitoba this _____ day of June, 2021

Signed and agreed on behalf of the Seine River School Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Seine River Teachers' Association:

President

Secretary

LETTER OF AGREEMENT – PROFESSIONAL DEVELOPMENT FUND

between
The Seine River School Division
and
The Seine River Teachers' Association
of the
Manitoba Teachers' Society

RE: PROFESSIONAL DEVELOPMENT FUND

Should the Board of Trustees continue to serve as the governing body of the Division after the Province of Manitoba Bill 64 The Education Modernization Act (2021) is passed, defeated, or withdrawn, the parties agree that Article 36 – Professional Development Fund will revert back to the former Letter of Agreement model with an expiry date of June 30, 2022.

Dated at Lorette, Manitoba this _____ day of June, 2021

Signed and agreed on behalf of the Seine River School Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Seine River Teachers' Association:

President

Secretary

LETTER OF AGREEMENT – CONSULTATION

between
The Seine River School Division
and
The Seine River Teachers' Association
of the
Manitoba Teachers' Society

RE: CONSULTATION

During the term of this agreement, the parties shall, at the request of either party, meet every two months for the purpose of discussing items of mutual interest which affect the parties hereto or any employee bound hereby.

This letter of agreement will remain in effect until June 30, 2022.

Dated at Lorette, Manitoba this _____ day of June, 2021

Signed and agreed on behalf of the Seine River School Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Seine River Teachers' Association:

President

Secretary

LETTER OF AGREEMENT – SHORT TERM DISABILITY

between
The Seine River School Division
and
The Seine River Teachers' Association
of the
Manitoba Teachers' Society

RE: SHORT TERM DISABILITY (as per Article 14.03)

- a) The Division shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) Deducting premiums from the teachers;
 - ii) Enrolling newly hired teachers in the Plan;
 - iii) Completing a premium statement to accompany premium remittances;
 - iv) Distributing plan information to teachers from time to time;
 - v) Completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent from teaching and where the sickness or disability may result in the filing of a claims or benefits, as per the requirement of the plan;
- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- f) The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.
- g) The Division shall refund to the Association 100% of the additional premium rebate under the Employment Insurance Commission Act as a result of the implementation and continuation of the Short Term Disability Plan.
- h) This plan shall be effective January 1, 2013.

Dated at Lorette, Manitoba this _____ day of June, 2021

Signed and agreed on behalf of the Seine River School Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Seine River Teachers' Association:

President

Secretary

LETTER OF AGREEMENT – RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES

between
The Seine River School Division
and
The Seine River Teachers' Association
of the
Manitoba Teachers' Society

RE: RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES

"Extra-Curricular activities" means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.

An eligible extra-curricular activity is an activity, which has received prior approval from the school principal following consultation with Senior Administration.

In any school year (as per the Minister of Education's definition) a teacher will be entitled to paid leave of absence of one day maximum per school year, provided that:

- (i) The teacher performs at least 50 hours of eligible extra-curricular activities during a school year;
- (ii) The date for such leave shall be mutually agreed upon between the principal and the teacher;
- (iii) Must not be used to extend the winter, spring or summer holidays;
- (iv) Must be taken in the school year in which it was earned. Unused days shall not be cumulative beyond the current school year in which it was earned;
- (v) A part time teacher shall be entitled to the equivalent time off as a full time teacher.

This letter of agreement will remain in effect until June 30, 2022.

Dated at Lorette, Manitoba this _____ day of June, 2021

Signed and agreed on behalf of the Seine River School Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Seine River Teachers' Association:

President

Secretary

DENTAL PLAN AUXILIARY AGREEMENT

between
The Seine River School Division
and
The Seine River Teachers' Association
of the
Manitoba Teachers' Society

WHEREAS pursuant to a certain collective agreement **ending June 30, 2022** the Division has agreed to participate in a number of insurance programs, including:

- The Manitoba Public School Employees Group Life Insurance Plan; and
- The Manitoba Public School Employees Dental & Extended Health Benefits Plan.

The Division has agreed to participate in these plans subject to the terms of administration and cost sharing, as determined by the conditions of entry stipulated by each individual plan.

WHEREAS the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2018/2019, 2019/2020, and 2020/2021 school years which follow:

Fall term 2018/2019:

1.6% Increase

| Yrs. Exp. | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 0 | \$39,493 | \$43,528 | \$49,301 | \$58,531 | \$62,339 | \$65,456 | \$68,738 |
| 1 | \$41,160 | \$45,780 | \$52,006 | \$61,581 | \$65,574 | \$68,793 | \$72,222 |
| 2 | \$42,830 | \$48,031 | \$54,711 | \$64,635 | \$68,820 | \$72,130 | \$75,713 |
| 3 | \$44,499 | \$50,279 | \$57,420 | \$67,682 | \$72,054 | \$75,472 | \$79,199 |
| 4 | \$46,170 | \$52,530 | \$60,123 | \$70,726 | \$75,300 | \$78,808 | \$82,688 |
| 5 | \$47,836 | \$54,781 | \$62,830 | \$73,780 | \$78,542 | \$82,146 | \$86,173 |
| 6 | \$49,504 | \$57,026 | \$65,536 | \$76,832 | \$81,780 | \$85,484 | \$89,663 |
| 7 | \$51,181 | \$59,285 | \$68,243 | \$79,881 | \$85,018 | \$88,822 | \$93,151 |
| 8 | - | - | - | \$82,927 | \$88,260 | \$92,162 | \$96,636 |
| 9 | - | - | - | \$85,980 | \$91,503 | \$95,500 | \$100,122 |
| 10 | - | - | - | \$89,033 | \$94,744 | \$98,837 | \$103,617 |

Fall Term 2019-2020:

1.4% Increase

| Yrs. Exp. | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 0 | \$40,046 | \$44,137 | \$49,991 | \$59,350 | \$63,212 | \$66,372 | \$69,700 |
| 1 | \$41,736 | \$46,421 | \$52,734 | \$62,443 | \$66,492 | \$69,756 | \$73,233 |
| 2 | \$43,430 | \$48,703 | \$55,477 | \$65,540 | \$69,783 | \$73,140 | \$76,773 |
| 3 | \$45,122 | \$50,983 | \$58,224 | \$68,630 | \$73,063 | \$76,529 | \$80,308 |
| 4 | \$46,816 | \$53,265 | \$60,965 | \$71,716 | \$76,354 | \$79,911 | \$83,846 |
| 5 | \$48,506 | \$55,548 | \$63,710 | \$74,813 | \$79,642 | \$83,296 | \$87,379 |
| 6 | \$50,197 | \$57,824 | \$66,454 | \$77,908 | \$82,925 | \$86,681 | \$90,918 |
| 7 | \$51,898 | \$60,115 | \$69,198 | \$80,999 | \$86,208 | \$90,066 | \$94,455 |
| 8 | - | - | - | \$84,088 | \$89,496 | \$93,452 | \$97,989 |
| 9 | - | - | - | \$87,184 | \$92,784 | \$96,837 | \$101,524 |
| 10 | - | - | - | \$90,279 | \$96,070 | \$100,221 | \$105,068 |

Fall term 2020-2021:

0.50% Increase

| Yrs. Exp. | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
|-----------|----------|----------|----------|----------|----------|-----------|-----------|
| 0 | \$40,246 | \$44,358 | \$50,241 | \$59,647 | \$63,528 | \$66,704 | \$70,049 |
| 1 | \$41,945 | \$46,653 | \$52,998 | \$62,755 | \$66,824 | \$70,105 | \$73,599 |
| 2 | \$43,647 | \$48,947 | \$55,754 | \$65,868 | \$70,132 | \$73,506 | \$77,157 |
| 3 | \$45,348 | \$51,238 | \$58,515 | \$68,973 | \$73,428 | \$76,911 | \$80,709 |
| 4 | \$47,050 | \$53,532 | \$61,270 | \$72,075 | \$76,736 | \$80,311 | \$84,265 |
| 5 | \$48,748 | \$55,826 | \$64,028 | \$75,187 | \$80,040 | \$83,713 | \$87,816 |
| 6 | \$50,448 | \$58,113 | \$66,786 | \$78,297 | \$83,340 | \$87,114 | \$91,373 |
| 7 | \$52,157 | \$60,416 | \$69,544 | \$81,404 | \$86,639 | \$90,516 | \$94,927 |
| 8 | - | - | - | \$84,508 | \$89,943 | \$93,920 | \$98,479 |
| 9 | - | - | - | \$87,620 | \$93,248 | \$97,321 | \$102,031 |
| 10 | - | - | - | \$90,731 | \$96,551 | \$100,722 | \$105,593 |

The parties have acknowledged that, without limiting the foregoing, the following classes of Teachers shall be paid according to this pay scale:

1. Substitute teachers;
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity or Parental Leave top-up;
4. Term teachers who are contracted to work less than 60 days.

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties.

Dated at Lorette, Manitoba this _____ day of June, 2021

Signed and agreed on behalf of the Seine River School Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Seine River Teachers' Association:

President

Secretary

COLLATERAL DENTAL AGREEMENT

between
The Seine River School Division
and
The Seine River Teachers' Association
of the
Manitoba Teachers' Society

WHEREAS pursuant to a certain collective agreement for the period of **July 1, 2018 to June 30, 2022** made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Dental & Extended Health Benefits Plan Trust (the "*Trust*") in the employ of the Division; and

WHEREAS the Division and the Association desire to set forth the terms and conditions under which the Division shall so participate in the administration of the Plan; and

WHEREAS pursuant to a certain agreement made between the Manitoba School Boards Association, the Manitoba Teachers' Society and the Trust, the Trust is responsible for the formulation, implementation and operation of the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, for September 2014, the Division shall pay monthly on behalf of each Employee in respect of the Extended Health and Dental plan. The rates below being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

| | Extended Health plan | Dental plan |
|---------------------|----------------------|-------------|
| Fall Term 2018/2019 | \$140.25 | \$95.50 |
| Fall Term 2019/2020 | \$142.25 | \$102.50 |
| Fall Term 2020/2021 | \$147.25 | \$112.50 |

- b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee having alternate employer-sponsored group dental or health coverage, as the case may be, the Division shall pay to the employee the difference in the monthly rate under each plan between family coverage and the coverage elected by the Employee.
 - c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Plan shall be required to participate in the Plan unless entitled to elect out of the Plan as may be permitted under the terms thereof.

6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.

Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

To the Division:

Seine River School Division
475 – A Senez Street
Lorette, Manitoba R0A 0Y0

To the Association:

Seine River Teachers' Association
B – 48 Centrale Avenue
STE. ANNE, MANITOBA R5H 1B8

and if mailed as aforesaid, shall be deemed to have been given on the fifth business day next following that upon which the letter containing such notice was posted.

7. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the day and year first above written.

Dated at Lorette, Manitoba this _____ day of June, 2021

Signed and agreed on behalf of the Seine River School Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Seine River Teachers' Association:

President

Secretary