

Winnipeg School Division No. 1

Manitoba Teachers' Society

# **WINNIPEG SCHOOL DIVISION NO. 1**

## **ARTICLE 1. - PURPOSE**

It is the intention and purpose of the parties to this agreement to promote peace and harmony to improve the working relations between the Division and the members of the Association, to establish acceptable provisions to facilitate the peaceful adjustment of all grievances and disputes between the parties and to provide a basis for both parties to improve the professional services rendered to the taxpayers and the students of The Winnipeg School Division No. 1.

## **ARTICLE 2. - BARGAINING AGENT**

The Division recognizes the Association as the sole bargaining agent for all teachers in the employ of The Winnipeg School Division No. 1.

## **ARTICLE 3. - DURATION OF AGREEMENT**

Subject to the provisions of the schedules herein mentioned, this agreement shall come into force and take effect from the first day of July, A.D. 1998 and shall remain in full force until June 30, 2000 and shall, thereafter, continue in effect from year to year unless either party gives to the other party by registered mail, notice of its intention to terminate or seek amendment of this agreement. This notice shall be given during the month of April prior to the date of expiry of the term of the Agreement. If the parties to the Agreement mutually agree to commence negotiations before April in the year the Collective Agreement expires, notice to begin collective bargaining for all purposes of the Public Schools Act and this Collective Agreement is conclusively deemed to have been given on April 1<sup>st</sup> in that year.

During negotiations for renewal or amendment, the parties may agree to extend this agreement for a specified length of time, but not indefinitely. Should the negotiations extend beyond the then current calendar year, or beyond a specified date agreed upon, either party may terminate this agreement at any time upon thirty (30) days' notice by registered mail to the other party. When the extended negotiations are completed the amended collective agreement shall be effective on the day following the expiry date of the previous collective agreement, except where stated otherwise.

## **ARTICLE 4. - APPLICABILITY OF REGULATIONS, BY-LAWS, AND CODE OF RULES**

This agreement is made subject to the provisions of The Public Schools Act, The Education Administration Act and the regulations made thereunder. Except as hereinafter provided, the regulations, By-laws and Code of Rules shall remain in force during the term of this agreement and it is understood and agreed that no changes shall be made in forms of such agreements or in the said regulations or By-laws or in the Code of Rules of the Division which affect the terms or conditions of employment of teachers by the Division except by agreement of the parties hereto and subject to the approval of the Minister under The Public Schools Act, if such approval is required.

## **ARTICLE 5. - INDIVIDUAL TEACHER'S CONTRACT**

### **5.01**

- (a) Each teacher, except a teacher employed for a limited term, shall be required to execute a Teacher's Contract in the form attached hereto as Schedule "A" or "B", whichever is applicable.
- (b) Each teacher employed for a specific period of time exceeding twenty (20) days in a position or on an assignment shall be required to execute a teacher's contract in the form attached hereto as Schedule "C" or "D", whichever is applicable.
- (c) Notwithstanding any other form of agreement or contract all teachers engaged shall be deemed to be a party to a teacher's contract per said Schedule "A", "B", "C" or "D" as applicable.
- (d) Each clinician, except a clinician employed for a limited term, is required to execute a clinician's contract in the form attached hereto as Schedule "E" or "F" whichever is applicable.
- (e) Each clinician employed for a specific period of time exceeding twenty (20) days in a position or on an assignment shall be required to execute a clinician's contract in the form attached hereto as Schedule "G" or "H", whichever is applicable.
- (f) Notwithstanding any other form of agreement or contract all clinicians engaged shall be deemed to be a party to a clinician's contract per said Schedule "E", "F", "G" or "H" as applicable.

### **5.02**

Teachers employed by the Division under individual teacher contracts prior to January 1, 1997 shall be deemed to have signed the appropriate form of individual teacher contract under Article 5.01.

## **ARTICLE 6. - DEDUCTION OF FEES**

### **6.01 Deduction of Winnipeg Teachers' Association Fees**

- (a) All employees of the Division who receive the benefit of this Collective Agreement shall be required, as a term of their employment to pay the annual fees of the Association.
- (b) Such fees shall be deducted from the salary payable to each such employee in the month of September.
  - (i) If an employee shall come on staff subsequent to the first day of September, in any year, such fee shall be deducted from the employee's salary next payable.
  - (ii) If the amount of salary earned by an employee in any pay period during the school year is such that the Association fee would be greater than ten percent (10%) of the employee's earnings then the Division will deduct an amount not in excess of ten percent (10%) of the actual salary earned by the employee.

- (iii) Should there be any error in the deduction made, the balance shall be adjusted between the parties hereto within thirty (30) days of the discovery of such error.
- (c) Forthwith after the making of such deductions, the Division shall remit them to the Association.
- (d) Any deductions required to be made from the salary of an employee as required by any statute having force and effect in Manitoba shall take precedence over the deduction and payment of such fees.
- (e) 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 legal action arising from the deduction of Association fees provided, however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.
- (f) The Association shall notify the Division in writing by the end of June of any changes in the annual fees of the Association. Any such change shall be effective the following September.

## **6.02 Deduction of Manitoba Teachers' Society Fees**

- (a)(i) All employees eligible for membership in The Manitoba Teachers' Society except those referred to in (ii) and (iii), and who receive the benefits of this Collective Agreement shall be required, as a term of their employment, to pay the annual fees of The Manitoba Teachers' Society.
- (ii) Substitute teachers will be excluded from payment of Manitoba Teachers' Society fees except where a substitute teacher requests, in writing, that the fee be deducted. The amount of such deduction will be in accordance with The Manitoba Teachers' Society rate then in effect.
- (iii) Employees covered by Articles 13, 16.01 and 16.02 shall not have Manitoba Teachers' Society fees deducted except those teachers employed in the Adult English Second Language Day Program.
- (b) Such fees shall be deducted from the salary payable to each such employee in nine approximately equal amounts in the months of October through June, in each year, provided:
  - (i) If an employee shall come on staff subsequent to the first day of September, in any year, such fee shall be deducted pro rata beginning with the first full month of employment.
  - (ii) If the amount of salary earned by an employee in any pay period during the school year is such that The Manitoba Teachers' Society fee would be greater than ten percent (10%) of the employee's earnings then the Division will deduct an amount not in excess of ten percent (10%) of the actual salary earned by the employee.
  - (iii) Should there be any error in the deduction made, the balance shall be adjusted between the parties hereto within thirty (30) days of the discovery of such error.
- (c) Forthwith after the making of such deductions, the Division shall remit them to The Manitoba Teachers' Society.

(d) Any deductions required to be made from the salary of an employee as required by any statute having force and effect in Manitoba shall take precedence over the deduction and payment of such fees.

(e) 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 legal action arising from the deduction of The Manitoba Teachers' Society fees provided, however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

(f) The Association shall notify the Division in writing by the end of June of any changes in the annual fees of The Manitoba Teachers' Society. Any such change shall be effective the following October.

## **ARTICLE 7. - SINGULAR/PLURAL**

Wherever the singular is used throughout this agreement, the same shall be construed as meaning the plural where the context or the parties hereto so require.

## **ARTICLE 8. - PROVISIONS FOR SETTLEMENT OF DISPUTES DURING CURRENCY OF AGREEMENT**

### **8.01 Committee on Adjustments**

At the request of either of the parties hereto, any question of interpretation or application of the provisions of this agreement may be referred to the Committee on Adjustments which shall consist of two (2) representatives from the Division, appointed by the Chief Superintendent, and two (2) representatives appointed by the Association. Both parties may have additional persons in attendance.

### **8.02 Grievance Procedure**

Where there is a 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, the aggrieved party shall, within thirty-five (35) teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, notify the other party in writing of its desire to have the difference negotiated. If the dispute or alleged violation is not settled between the parties the grievor after being notified that the grievance is denied, shall within a further thirty (30) teaching days or such time as the parties may mutually agree, refer the dispute to an arbitrator or an arbitration board as herein prescribed.

The notice of difference shall be submitted to the Chief Superintendent and shall contain a summary of the facts which gave rise to the grievance and the name(s) of the employee(s) immediately involved. The notice of grievance shall reference the clause(s) of the Collective Agreement on which the grievance is based and outline the required corrective measures. In the case of a policy grievance the notice shall reference the clause(s) of the Collective Agreement on which the grievance is based and outline the required corrective measures.

If a party to the Collective Agreement claims that the time limit imposed under the Collective Agreement has not been complied with, the parties shall proceed to appoint

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 application of any party to the arbitration, declare that the irregularity does not affect validity of the decision of the arbitration board; and the declaration is binding on the parties to the arbitration and on any person affected by the decision of the arbitration board.

Within ten (10) teaching days of delivery of the written request to settle the difference by arbitration, each party shall nominate one (1) member ready, willing and able to sit on the arbitration board, and the two (2) members so selected shall, within a further period of ten (10) teaching days, nominate a chairperson, ready, willing and able to serve in the capacity of chairperson of the arbitration board. In the event of the failure of the two (2) first mentioned members of the board to agree upon the selection of a chairperson the matter shall be referred by them to the Chief Justice of the Province of Manitoba who shall choose the chairperson.

**PROVIDED THAT:** If the Division and the Association, after delivery of the written request to settle the grievance by arbitration, and before the expiration of the ten (10) teaching days period prescribed for the selection of their respective nominees agree that the difference shall be settled by a single named arbitrator, the arbitrator so selected shall have the like authority as the arbitration board to make a final settlement of the difference, and shall act in the place and stead of the arbitration board.

If the parties elect to follow the procedure entailing the appointment of an arbitration board, then, in the event of any vacancy on the board occurring by reason of death, incapacity or resignation, or for any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the board in the first instance.

**PROVIDED THAT:** If the parties elect to utilize the alternative procedure herein provided, namely, the joint selection of a single arbitrator, and if that arbitrator should resign or die before completing the performance of the duties, the parties shall revert with respect to the dispute concerned, to their respective positions as of the date on which the written request to arbitrate the dispute was delivered.

The board of arbitration shall enter upon its duties within ten (10) days after the appointment of the chairperson, unless otherwise mutually agreed upon by the parties, and shall render its decision as soon thereafter as possible. If the dispute is referred to a single arbitrator, the arbitrator shall enter upon the duties undertaken within ten (10) days after the appointment, unless otherwise mutually agreed by the parties, and shall render a decision as soon thereafter as possible.

The decision of the arbitration board (or of the single arbitrator when the alternative procedure has been invoked) shall be limited to the dispute or question contained in the statement or statements submitted by the parties, and the decision shall not change, add to, vary or disregard any provision of this agreement.

Decisions of the majority of the members of the arbitration board (or the decision of the single arbitrator) made under the authority of this arbitration clause, shall be final and binding upon the parties to this Collective Agreement and all persons upon whom the Collective Agreement is binding.

If an arbitration board is appointed under the authority of this arbitration clause, the expenses, if any, of the members of the arbitration board shall be paid as follows: The Association shall pay the fees and expenses of the member chosen by it; the Division shall pay the fees and expenses of the member chosen by it; the fees and expenses of the chairperson shall be divided equally between the Association and the Division. If, however, the parties elect to follow the alternative procedure, the fees and expenses of the single arbitrator shall be divided equally between the Association and the Division.

Any change or alteration of or addition to or substitution for any of the terms of this agreement shall be made by negotiation between the Division and the Association.

## **ARTICLE 9.00 - SALARY SCHEDULE FOR TEACHERS NOT IN ADMINISTRATIVE AND/OR SUPERVISORY POSITIONS**

The basic salary schedule and provisions relating thereto shall be as follows:

### **9.01 Basic Salary Schedule**

The following Basic Schedule shall be used to determine the salary entitlement not including allowances, of each teacher, which salary entitlement is hereinafter referred to as "Basic Salary". The basic salary of each teacher shall be determined on the basis of:

- (i) The individual teacher's class, based on the teacher's qualifications, as determined in accordance with the provisions of this agreement; and
- (ii) The teacher's total number of years of teaching experience, as determined by the provisions of this agreement; and the basic salary of each teacher shall then be the salary shown in the Basic Annual Salary Schedule for such corresponding class and years of teaching experience.

\*Footnote as to payment for University Courses:

In the case of a teacher who is a "mature student" at a university in Manitoba, no payment shall be made for university courses until the teacher has been admitted to a university as a "regular student". At that time the salary for the courses shall be paid retroactive to the first day of the month following the date standing was obtained in the courses or for a period of five (5) years, whichever period is the shorter.

A teacher who, on September 1, 1974 or thereafter, is employed by the Division as a Class I teacher with no university courses shall not be reclassified thereafter until the teacher has earned sufficient additional qualifications to be reclassified as a Class II teacher.

Any teacher who is a Class I teacher with one (1) or more credits for University Courses will be entitled to credit for each university course successfully completed on or before September 1, 1976. All teachers with credits for University Courses shall not be reclassified thereafter unless they have earned sufficient additional qualifications to be reclassified as a Class II teacher.

A teacher who, on September 1, 1974 or thereafter, is first employed by the Division as a Class I teacher with university courses shall not be given credit for the courses nor shall the teacher be reclassified until sufficient additional qualifications have been earned by the teacher to be reclassified as a Class II teacher.

#### Basic Annual Salary Schedule - September 1, 1998

Yrs.	No Crs	C1-1C	C1-2C	C1-3C	C1-4C	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	23823	24404	24874	25306	25755	26167	28277	34033	36398	38613	40890
1	24690	25322	25828	26295	26760	27347	29627	35575	37981	40352	42787
2	25571	26295	26760	27280	27761	28423	31005	37115	39734	42089	44692
3	26444	27267	27746	28290	28793	29537	32456	38881	41609	43943	46773
4	27416	28211	28733	29263	29829	30943	34267	40720	43476	45801	48871
5	28391	29183	29786	30336	30890	32352	36815	42551	45352	47788	51131

6	30623	31517	32103	32721	33335	34837	39689	44392	47211	49799	53410
7								46818	49650	52630	56105
8								49248	52087	55458	58786
9								52153	55108	58455	61510

Basic Annual Salary Schedule - May 1, 1999

Yrs.	No Crs	C1-1C	C1-2C	C1-3C	C1-4C	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	23704	24281	24749	25180	25626	26036	28136	33863	36216	38420	40685
1	24567	25195	25699	26163	26626	27210	29479	35397	37791	40150	42573
2	25444	26163	26626	27144	27623	28281	30850	36929	39535	41879	44469
3	26311	27130	27607	28148	28649	29389	32294	38687	41401	43723	46539
4	27278	28070	28590	29116	29680	30788	34096	40517	43259	45572	48627
5	28249	29037	29637	30184	30735	32191	36631	42339	45125	47549	50875
6	30470	31359	31943	32557	33168	34663	39491	44170	46975	49550	53143
7								46584	49401	52367	55825
8								49001	51827	55181	58492
9								51892	54832	58163	61203

Basic Annual Salary Schedule - September 1, 1999

Yrs.	No Crs	C1-1C	C1-2C	C1-3C	C1-4C	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	24178	24767	25244	25684	26139	26557	28699	34540	36940	39188	41499
1	25058	25699	26213	26686	27159	27754	30069	36105	38547	40953	43424
2	25953	26686	27159	27687	28175	28847	31467	37668	40326	42717	45358
3	26837	27673	28159	28711	29222	29977	32940	39461	42229	44597	47470
4	27824	28631	29162	29698	30274	31404	34778	41327	44124	46483	49600
5	28814	29618	30230	30788	31350	32835	37364	43186	46028	48500	51893
6	31079	31986	32582	33208	33831	35356	40281	45053	47915	50541	54206
7								47516	50389	53414	56942
8								49981	52864	56285	59662
9								52930	55929	59326	62427

## 9.02 Educational and/or Professional Qualifications Hereinafter Referred to as Qualifications

(a) Each teacher shall be classified on the basis of Manitoba Teaching Certificates and Qualifications Regulation No. 515/88 as amended to the date hereof, provided:

That a teacher holding a vocational certificate (Industrial) or Letter of Authority to teach the vocational industrial course, shall be placed in Class IV, unless the teacher's qualifications are such as to entitle the teacher to a higher classification.

(b) Definition of "University Course"

The term "University Course" as used in Article 9.01 shall mean a full course (including a course taken as a mature student) which would be accepted by Manitoba Education as representing one-fifth (1/5) of the requirement for a teacher to be advanced from Class I to Class II in accordance with the classifications set out in Manitoba Regulation 195/83 as amended to the date hereto.

## 9.03 Clinicians

Each clinician subject to the provisions of the Collective Agreement and employed by the Division on or after January 1, 1981, will be classified by the Administration and Teacher Certification Branch of Manitoba Education of the Province of Manitoba, and the Division will, if the clinician was hired before January 1, 1981, continue to recognize the classification assigned to the clinician by the Division notwithstanding the classification may not be the same as the classification assigned by the said Administration and



Teacher Certification Branch. Clinicians employed by the Division prior to January 1, 1981 who improve their qualifications after December 31, 1980 will not receive recognition from the Division for the improved qualifications until the improved qualifications exceed the qualifications for the classification already assigned by the Division and then only if the qualifications are recognized by the Administration and Teachers' Certification Branch as being sufficient to qualify for a change in classification.

## **9.04 Teaching Experience**

- (a) The term "teaching experience" where used in this agreement unless the context expressly provides otherwise, shall mean the aggregate of:
- (i) Years of teaching experience before the effective date of the individual teacher's contract with the Division referred to in Article 5 of this agreement, and
  - (ii) Years of teaching experience as a member of the staff of the Division from the effective date of the individual teacher's contract until the date the teacher's employment is terminated except as otherwise provided herein, and
  - (iii) Years of teaching experience, recognized by Manitoba Education while on leave of absence from the Division.
- (b) The following shall be included in determining the aggregate number of years and fraction of years of teaching experience before the effective date of the individual teacher's contract with the Division:
- (i) The years and fraction of years of teaching experience as determined by Manitoba Education; and
  - (ii) The periods of Sabbatical Leave from the Winnipeg Staff; and
  - (iii) For those teachers who teach Vocational Industrial Education, the length of work experience after qualification in the trade for a period of up to five (5) years for teachers holding a certificate in Vocational Industrial Education or a Letter of Authority for vocational industrial subjects.
  - (iv) For those teachers who teach Vocational Industrial Education, in non-trade areas, a period of up to three (3) years shall be recognized for related experience achieved by the teacher after becoming qualified in the area in which they are employed by virtue of having served a recognized apprenticeship or having completed recognized training acceptable to the Division. In coming to a conclusion that related experience and acceptable training will or will not be recognized the Division shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances made known by the teacher prior to the Division determining salary entitlement.
- (c) The following provisions shall apply in determining the aggregate number of years and fraction of years of teaching experience after the effective date of the individual teacher's contract with the Division:
- (i) A year of teaching experience on the Winnipeg Staff which shall include teaching experience recognized by Manitoba Education (including Maternity Leave as recognized by the Department) for teaching experience purposes while on leave of absence from the Division, shall mean ten (10) teaching months or each two hundred (200) teaching days, as the case may be, and shall include any period of Sabbatical Leave, except that every twenty (20) days of absence from service without salary in any school year after the effective date of the individual teacher's contract shall be counted as one (1) month of absence. An absence from

service without salary for a period in aggregate of less than twenty (20) days in any school year shall not be taken into account.

e.g., - 1 to 19 days equals no absence;  
20 to 39 days equals one month's absence;  
40 to 59 days equals two months' absence; and so on.

- (ii) In the case of part-time teachers referred to in Article 9.06 of this agreement a year of teaching experience shall mean two hundred (200) teaching days in aggregate.

e.g., two (2) one-half (1/2) teaching days of paid service equals one (1) teaching day.  
- twenty (20) teaching days of paid service equals one (1) teaching month.  
- five (5) months of paid service equals one-half (1/2) of a school year.

## **9.05 Method of Determining Basic Salary Entitlement**

- (a) Application of Retroactive Salary Adjustments

The salary adjustments retroactive to the effective date of this agreement shall be paid to any teacher who has left the service or who has been granted leave of absence since that date and prior to the date this Collective Agreement is executed as follows:

- (i) to the estate of a teacher who has died;
- (ii) to a teacher who is retired on pension;
- (iii) to a teacher who has been granted leave of absence;
- (iv) to a teacher who has resigned.

In the case of 9.05(a)(iii) and (iv) entitlement to retroactive salary shall cease one year after being notified by the Division at the teacher's last known address.

The Division shall provide the Association the names of all teachers whose cheques are returned when mailed to the last-known address.

- (b) Increments

The basic salary of a teacher shall on completion of each year of teaching experience, be increased by an increment as indicated in the Basic Salary Schedule until the teacher has reached the maximum salary for the class. If the years of teaching experience before the effective date of the teacher's individual contract are expressed by a whole number plus a half, the half year shall be considered to be five (5) months of teaching experience on the Winnipeg Staff for the purpose of determining the date for payment of the first increment.

For the purpose of this sub-section the date that the increment becomes payable on the completion of a year of teaching experience as provided in Article 9.04 hereof, shall be as follows:

- (i) If the year's experience is completed between the 1st and 15th day inclusive of the month, the increment shall be paid on the 1st of that month;
- (ii) If the year's experience is completed between the 16th and the last day inclusive of the month, the increment shall be paid on the 1st day of the next succeeding month;

(iii) If the completion of the year's experience falls on any day between July 1st and August 31st inclusive in any year, the increment shall be paid on the 1st day of September of that year; provided that notwithstanding any other provisions contained in this agreement, any teacher, the effective date of whose individual teacher's contract is a date between December 16 to 31 inclusive or January 1 to 15 inclusive, shall not receive an increment before the 1st day of September next following.

(c) **Reclassification Due to Additional Qualifications**

(i) A teacher, whose qualifications are improved and as a result of those improved qualifications is entitled by virtue of the application of Article 9.02 of this Collective Agreement to a higher class, shall be paid a basic salary determined as follows: the basic salary for the new class and the years of teaching experience of the teacher provided the following conditions apply:

- (a) The teacher has provided the Division, by registered mail, or other form, receipt of which has been acknowledged in writing by the Division, with evidence of successful completion of studies which would result in a change of classification, and
- (b) The teacher has provided evidence to the Division that the request for change in classification has been made to Manitoba Education.
- (c) When the Division has received notification from Administration and Teacher Certification Branch, Manitoba Education, confirming a teacher change in classification, the teacher so affected shall receive such payment effective from the first day of the month following the notification period listed in (a) and (b) above. In cases where there is a difference in notification dates between (a) and (b) above then the later of the dates shall be used for the purposes of a salary change to a new classification.

**Note:** For (a) evidence shall be the copy of confirmation of successful completion of courses from the appropriate educational institution.

For (b) evidence shall be the verification of the date confirmation of successful completion of courses was submitted to Administration and Teacher Certification Branch, Manitoba Education.

(ii) Notwithstanding the foregoing, the following timelines will apply when evidence of entitlement to reclassification due to additional qualifications is filed:

- Where evidence of entitlement to reclassification due to qualifications is obtained prior to September 1st in any year and is filed by the teacher in September or October that year, the teacher shall be entitled to reclassification as and from September 1st of that year.
- Where evidence of entitlement to reclassification due to additional qualifications obtained prior to June 1st is filed by July 31st, payment of the change in salary shall be made retroactive to June 1st of that year.
- Where evidence of entitlement to reclassification due to additional qualifications obtained prior to January 1st is filed by the last teaching day of February, payment of the change of salary shall be retroactive to January 1st of that year.

The onus is on the teacher to provide evidence of his/her qualifications and experience to Manitoba Education and the Division.

(d) **Reclassification Due to a Change in Evaluation or a Re-Evaluation of Qualifications**

A teacher who is entitled to a higher classification due to a change in evaluation or a re-evaluation of the teacher's qualifications, shall be paid from the effective date the Administration and Teacher Certification Branch of Manitoba Education approves such change in classification, a basic salary as determined in Article 9.05 (c) provided, however, that in no case shall the effective date of the new salary rate be more than one (1) year prior to the first day of the month in which the Division is notified by the teacher or Manitoba Education of the change in classification.

(e) **Placement of Teachers of Vocational Subjects**

On initial engagement teachers holding a vocational certificate in vocational subjects or Letters of Authority in vocational subjects, may at the discretion of the School Division be advanced up to two (2) increments on the applicable basic salary schedule above the applicable initial salary at which point they will remain until they are entitled to the second or third increment as the case may be, after which they will begin regular progress on the Basic Schedule.

## **9.06 Part-time Teachers and Pro Rata of Allowance**

(a) The Basic Salary of each teacher employed under contract on a part-time basis shall be pro-rata of the applicable annual schedule rate and shall be governed by the same provisions as the salary of any other teacher covered by this agreement inclusive of vacation pay.

(b) **Pro Rata of Allowance**

Effective June 30<sup>th</sup>, 1998, where an employee is not assigned to a position on a full-time basis, then the allowance or applicable rate of pay for that position will be prorated for the amount of time the employee is assigned, on a daily basis, to that position.

## **9.07 Payment of Salaries**

Notwithstanding any other provision of the Collective Agreement, the annual salary rates payable to all employees covered by this Collective Agreement will be payable for the portion or portions of each school year in any given calendar year on the basis of one-twelfth (1/12) of the annual salary rate payable for each of the months of September to June inclusive. Any subsequent adjustment payable under this clause, or related to termination of service, will be paid in accordance with this article.

Except as may be provided for elsewhere in this agreement, teachers will be paid on the following basis:

(i) Those teachers who teach the full school year, will be paid on the basis of twelve (12) more or less equal installments, less deduction at one two-hundredth (1/200) for any days for which salary is not payable, each installment to be payable on or before the last teaching day of each of the months of September to June, both inclusive; the payments for July and August will be made at the same time as the payment for the month of June.

(ii) Those teachers who teach only the Fall term or portion thereof, will be paid on the basis of one-twelfth (1/12) of the applicable annual salary rate for each full month, or a portion of one-twelfth (1/12) of the applicable annual salary rate for the portion or percentage of each month taught.

For each month the teacher is employed in the months of September to December, one-twelfth (1/12) of the annual salary or portion thereof will be payable on the last teaching day of each month and a final adjustment will be payable based on the following formula:

$$\frac{\text{No. of equivalent full days taught in Fall Term}}{\text{No. of equivalent full days previously paid for Fall Term}} \times \text{Ann. Sal. Rate for Fall Term}$$

No. of teaching days in school year

(iii) Those teachers who teach the full school year and whose contract is amended to change the percentage of time taught during the school year will be paid on the basis of twelve (12) more or less equal installments each payable on or before the last teaching day in each of the months of September to June and a final adjustment payable on the basis of the following formula, provided that the teacher has service for a portion of the Spring Term for which salary is payable:

$$\frac{\text{No. of equivalent full days taught in school year}}{\text{No. of equivalent full days previously paid for school year}} \times \text{Ann. Sal. Rate for Spring Term}$$

No. of teaching days in school year

(iv) A teacher who does not teach the full school year (September to June) but continues to be employed by the Division to the end of the then current school year, following a leave of absence for maternity, will be deducted for any absence during the maternity leave at the rate of one two-hundredth (1/200) of annual salary for each day of absence.

(v) A teacher who does not teach a full school year (September to June), or is employed on a limited term contract shall be paid a salary based on one-twelfth (1/12) of the annual salary for each full month of service and a portion of one-twelfth (1/12) of the annual salary for each portion or percentage of a month of service. At the conclusion of the limited term contract or period of employment the teacher shall be paid a final adjustment in accordance with the formula in 9.07 (ii) if the teacher has worked only in the Fall Term or 9.07 (iii) if the teacher has service for a portion of the Spring Term for which salary is payable.

(vi) For the purpose of calculations in Clause 9.07 (ii) and (iii), number of equivalent full days previously paid for Fall Term or School Year will be calculated by dividing the salary paid for the period by the daily rate of pay calculated by dividing the annual salary rate on the last day worked by the number of teaching days in the school year.

(vii) It is agreed that the effective date of Article 9.07 shall be September 1, 1985.

## 9.08 Direct Deposit of Salaries

(i) The Division shall only be required to deposit the salary funds to one designated financial institution per teacher. For purposes of clarity, a teacher will not be allowed to designate a certain portion of their funds be paid to one financial institution and the balance to another.

(ii) 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.

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

# **ARTICLE 10. - SALARY SCHEDULE FOR PRINCIPALS AND VICE-PRINCIPALS**

## **10.01 Salary Schedules**

### (a) Salary Schedule for Principals

Class	Description of Position	Sep/98		May/99		Sep/99	
		Min.	Max.	Min.	Max.	Min.	Max.
I	Prin. enrol up to 225	57913	67222	57623	66886	58775	68224
II	Prin enrol 226 – 450	61153	71085	60847	70729	62064	72144
III	Prin enrol. 451 – 675	64391	75171	64069	74795	65350	76291
IV	Prin enrol 676 – 1000	67629	79495	67291	79097	68637	80679
V	Prin enrol over 1000	70869	84067	70514	83647	71924	85320

As long as the administrator of the Diagnostic Learning Centre is both principal of the host school and administrator of the centre then the principal's classification shall be one level above the classification of the host school.

### (b) Salary Schedule for Vice-Principals

The vice-principal of Lord Roberts School shall be designated as a Class "B" supervising vice-principal.

Class	Descrip of Position	Sep/98		May/99		Sep/99	
		Min.	Max	Min.	Max.	Min.	Max.
A	Teaching Vice-Prin	53700	65013	53431	64688	54500	65982
B	Supervising Vice-Prin	57913	67222	57623	66886	58775	68224
C	Supervising Vice-Prin	61153	71085	60847	70729	62064	72144

The vice-principals of the Adult Education Centre shall be designated as Class "C" supervising vice-principals. In the event that the responsibility for the Adult English as a Second Language program is removed from the designated supervising vice-principal position, then that position will be reclassified to Class "B".

## **10.02 The Provisions Governing The Application of the Salary Schedules Set Forth in Article 10.01 (a) and (b) Shall Be as Follows:**

### (a) Initial Salary and Increments for Principals, Vice-Principals

- (i) Upon first appointment to an administrative position a teacher shall be paid an initial salary of either the salary to which the teacher is entitled under the Basic Salary Schedule plus \$4,594.00 effective September 1<sup>st</sup>, 1998, \$4,571.00 effective May 1<sup>st</sup>, 1999, \$4,662.00 effective September 1<sup>st</sup>, 1999 (unless limited by the maximum for the position), or the minimum for the position, whichever will be greater.
- (ii) The Division will upon initial appointment of a person referred to in Section 10.01 (a) and (b) pay an initial starting salary which is the greater of the salary determined in Section 10.02(a)(i) or the minimum for the position plus an amount equal to one (1) annual increment, except as may be limited by the maximum for the position, for each year of administrative or supervisory experience obtained in the seven (7) years immediately prior to the effective date of the initial appointment.

- (iii) On the promotion of a principal or vice-principal from one (1) classification to another, a promotional increment of the difference in the minimum of the two (2) positions shall be paid except as limited by the maximum.
- (iv) On an upward reclassification of a principal or vice-principal as provided in Article 10.02(b)(ii) an increment of the difference in the minimums of the two (2) positions shall be paid except as limited by the maximum.
- (v) The teacher shall proceed from the salary established under subsection (i), (ii), (iii) or (iv) of this Article, by annual increment of \$2,762.00 effective September 1<sup>st</sup>, 1998, \$2,748.00 effective May 1<sup>st</sup>, 1999 and \$2,803.00 effective September 1<sup>st</sup>, 1999 payable on the completion of each year of teaching experience in the administrative position, until the teacher has reached the maximum for that position, provided that the salary of any teacher promoted after September 1st in any year and before August 31st of the next year, shall not be greater than it would have been had such promotion been made on September 1st preceding the date of promotion.
- (vi) Except as limited by the maximum, and subject to the proviso contained in 10.02(a)(i), the salary of an incumbent of an administrative position shall at all times be at least \$4,594.00 effective September 1<sup>st</sup>, 1998, \$4,571.00 effective May 1<sup>st</sup>, 1999, \$4,662.00 effective September 1<sup>st</sup>, 1999 greater than the basic salary that would have been received as a teacher. The provisions of Articles 9.05(c) and 9.05(d) shall apply to determine the basic salary that would be received as a teacher.
- (vii) A principal or vice-principal appointed as a consultant will receive the salary for a consultant on the basis of their appointment to an administrative position as established in Article 10.02(a). Principals or vice-principals, on the termination of their appointment as a consultant, will return to a position with the Division at the same salary and benefits as a principal or vice-principal would be entitled to receive, had they remained in the position immediately prior to their appointment as a consultant.
- (viii) A person who is appointed as a part-time consultant will be paid a salary equal to the amount they would receive under Section 10.02 prorated for the amount of time they are assigned as a consultant. A consultant will, if appointed to a position covered by this Collective Agreement and which is not that of a consultant, will receive the salary for that position to which they are appointed prorated for the amount of time they are assigned. The Division will provide such additional assistance as may be agreed to between the Division and the principal or vice-principal while they are acting as a consultant on a part-time basis. The Division shall notify the Association of the arrangement made between the Division and the principal or vice-principal as the case may be.

(b) Classification of Schools

- (i) For the purpose of classifying schools, the following shall be used to determine the enrolment:
  - (a) Each pupil enrolled in a day program shall be counted as one (1).
  - (b) Each junior high pupil accommodated at another junior high, junior/senior, or senior high school for industrial arts or home economics shall be counted at .08 at the receiving school.
  - (c) Each pupil enrolled in a summer or evening program administered by the Adult Education Centre, shall be counted as one-quarter (1/4).

(ii)(a) Schools shall be classified annually on June 1 to be effective September 1 following on the basis of the average enrolment during the current school year as determined by this clause.

(b) Upon the recommendation of the Chief Superintendent a school may remain in its existing classification for a period not to exceed one (1) year if the average attendance figures are in a range of plus or minus twenty-five (25) of the previous classification even though the average figures may warrant a different classification.

(c) If there is an anticipated significant enrolment change in a school then the school may be classified on the basis of the projected enrolment rather than the previous year's average enrolment upon the recommendation of the Chief Superintendent.

(d) The average enrolment of the Winnipeg Adult Education Centre shall be the total of the monthly full-time equivalent enrolment for the previous twelve (12) month period divided by ten (10).

(c) Establishment of Principalships and Vice-Principalships

Principals and vice-principals shall be appointed in accordance with the following rules. All appointments made in accordance with the rules below shall be subject to the provisions of 10.02(b)(ii):

(i) All principalships shall be full-time supervising principals except when the population of the school is 110 (+/-10) at which point the principal shall have a minimum of half-time for school administration with the remaining time to be assigned by the Division.

(ii) A teaching vice-principal shall be relieved of classroom duties for a minimum of one-half (1/2) time.

(iii) An "A" vice-principal shall be appointed when the student enrolment is 425 to 650 inclusive.

(iv) A "B" vice-principal shall be appointed when the student enrolment is 651 to 900 inclusive.

(v) In addition to a "B" vice-principal an "A" vice-principal shall be appointed when the student enrolment is 901 to 1175 inclusive.

(vi) In addition to a "B" vice-principal a second "B" vice-principal shall be appointed when the student enrolment is 1176 to 1325 inclusive.

(vii) Two "C" vice-principals shall be appointed when the enrolment is 1326 to 1475 inclusive.

(viii) In addition to two "C" vice-principals, an "A" vice-principal shall be appointed when the enrolment exceeds 1475.

(d) Reclassification of Principals and Vice-Principals

(i) Principals and vice-principals of schools which are reclassified to a lower classification will maintain the salary level of the former classification of the school for a period of two (2) school years. During this period of time, efforts would be made by the individual and the Division to provide reassignment to a position at the same or higher level of classification as the incumbent's current classification. If no reassignment has occurred by the end of the two (2) year



period, the incumbent's salary level shall remain constant until the salary level of the new classification has been reached.

- (ii) Transfers of administrative personnel to a lower classification, when initiated by the Division, for reason other than demotion shall not result in a decrease in salary and Clause 10.02(d)(i) shall not apply.
- (e) Administrative Replacements
  - (i) The Division will normally fill administrative vacancies occurring during the school term as soon as possible.
  - (ii) Except in the case of vacancies occurring during the last three (3) months of the school term the Division will normally fill administrative vacancies by making permanent replacement within two (2) months of the vacancy occurring.
  - (iii) When a temporary replacement is required the Division will normally appoint a senior member of the staff of the same school as an acting administrator.
  - (iv) In the event that the Division proposes to follow a different course of action than set forth above the Division shall consult with the Association before naming a replacement.

**ARTICLE 11. - SALARY SCHEDULE FOR CHIEF LIBRARIAN, SERVICE DIRECTOR (SPECIAL EDUCATION), AREA SERVICE DIRECTOR, AND CONSULTANTS**

**11.01 Salary Schedule**

Classification	Sep/98		May/99		Sep/99	
	Min.	Max	Min.	Max.	Min.	Max.
(a) Chief Lib Serv.Dir (Spec Ed)	57967	72059	57677	71699	58831	73133
(b) Area Serv Dir(CGC)	56742	71676	56458	71318	57587	72744
(c) Consultants	52331	67302	52069	66965	53110	68304

**11.02 Salary Schedule for Chief Librarian, Service Director (Special Education), Area Service Director, and Consultants**

- (a) Initial Salary and Increments for Chief Librarian, Service Director (Special Education) and Area Service Directors
  - (i) Upon first appointment to the position of Chief Librarian, Service Director (Special Education) or Area Service Director, a teacher shall be paid an initial salary of either the salary to which he/she is entitled under the Basic Salary Schedule plus \$4,594.00 effective September 1<sup>st</sup>, 1998, \$4,571.00 effective May 1<sup>st</sup>, 1999 and \$4,662.00 effective September 1, 1999 plus ten per centum (10%) of the aggregate of these two (2) amounts (unless limited by the maximum for the position) or the minimum for the position whichever shall be the greater.
  - (ii) The Division will upon initial appointment of a person to the position of Chief Librarian, Service Director (Special Education) or Area Service Director pay an initial starting salary which is the greater of the salary determined in Section

11.02(a)(i) or the minimum for the position plus an amount equal to one (1) annual increment, except as may be limited by the maximum for the position, for each year of administrative or supervisory experience obtained in the seven (7) years immediately prior to the effective date of the initial appointment.

(iii) The teacher shall proceed from the salary established under paragraph (i) or (ii) of this subsection by annual increments of \$2,762.00 effective September 1<sup>st</sup>, 1998, \$2,748.00 effective May 1<sup>st</sup>, 1999 and \$2,803.00 effective September 1<sup>st</sup>, 1999, payable on the completion of each year of experience in the position until the teacher has reached the maximum for the position, provided that the salary of any teacher promoted after September 1st in any year and before August 31st of the next year shall not be greater than it would have been had such promotion been made on September 1st preceding the date of promotion.

(iv) Except as limited by the maximum, the salary of a Chief Librarian, Service Director (Special Education) or Area Service Director shall at all times be at least ten per centum (10%) greater than the sum of \$4,594.00 effective September 1<sup>st</sup>, 1998, \$4,571.00 effective May 1<sup>st</sup>, 1999 and \$4,662.00 effective September 1<sup>st</sup>, 1999 and the basic salary received as a teacher. The provisions of Article 9.05(c) and 9.05(d) shall apply to determine the basic salary received as a teacher.

(b) Work Year for Chief Librarian, Service Director (Special Education) and Area Service Directors

As a condition of employment, the Chief Librarian, the Service Director (Special Education) and Area Service Directors shall be required to work one (1) month in addition to the standard school year as defined in Article 22.01(a). Notwithstanding the foregoing, the Chief Librarian, the Service Director (Special Education) and Area Service Directors may be required to work at times during Standard Vacations as defined in Article 22.01(c) but in no case shall they be required to work a number of days in any calendar year greater than the total equivalent to the standard school year plus one (1) month, with the proviso that extra time given to complete professional responsibilities or for occasional professional development activities shall not be taken into account as being part of the additional one (1) month to be worked.

(c) Initial Salary and Increments for Consultants

(i) Upon first appointment to a supervisory position a teacher shall be paid an initial salary of either the salary to which the teacher is entitled under the Basic Salary Schedule plus \$4,594.00 effective September 1, 1998, \$4,571.00 effective May 1, 1999 and \$4,662.00 effective September 1, 1999, or the minimum for the position, whichever shall be greater.

(ii) The Division will upon initial appointment of a person referred to in Section 11.01(c) pay an initial starting salary which is the greater of the salary determined in Section 11.02(c)(i) or the minimum for the position plus an amount equal to one (1) annual increment, except as may be limited by the maximum for the position, for each year of administrative or supervisory experience obtained in the seven (7) years immediately prior to the effective date of the initial appointment.

(iii) The teacher shall proceed from the salary established under subsection (i) or (ii) of this Article, by annual increments of \$2,762.00 effective September 1, 1998, \$2,748.00 effective May 1, 1999 and \$2,803.00 effective September 1, 1999 payable on the completion of each year of teaching experience in the supervisory position, until the teacher has reached the maximum for that position, provided that the salary of any teacher promoted after September 1st in any year and before August 31st of the next year, shall not be greater than it would have been had such promotion been made on September 1st preceding the date of promotion.

- (iv) Except as limited by the maximum, and subject to the proviso contained in 11.02(c)(i), the salary of an incumbent of a supervisory position shall at all times be at least \$4,594.00 effective September 1, 1998, \$4,571.00 effective May 1<sup>st</sup>, 1999 and \$4,662.00 per annum effective September 1, 1999 greater than the basic salary that would have been received as a teacher. The provisions of Articles 9.05(c) and 9.05(d) shall apply to determine the basic salary that would be received as a teacher.
- (v) In the case of a person who is not a teacher within the meaning of the Public Schools Act and who is appointed a consultant, the Division may pay any mutually agreed salary to that person provided that:
1. There shall be notification to and discussion with the Association; and
  2. The employment of such persons will be governed by all applicable terms and conditions set out in the Collective Agreement.
- (vi) A person who is appointed as a part-time consultant will be paid a salary equal to the amount they would receive under Section 11.02 prorated for the amount of time they are assigned as a consultant. A consultant will, if appointed to a position covered by this Collective Agreement and which is not that of a consultant receive the salary for that position to which they are appointed prorated for the amount of time they are assigned. The Division will provide such additional assistance as may be agreed to between the Division and the principal or vice-principal while they are acting as a consultant on a part-time basis. The Division shall notify the Association of the arrangement made between the Division and the principal or vice-principal as the case may be.

## **ARTICLE 12. - SALARIES FOR PRINCIPAL, VICE-PRINCIPAL, ADMINISTRATIVE AND SUPERVISORY POSITIONS**

In the event that an anomaly arises with respect to the salary of a teacher in an administrative or supervisory position as a result of the application of Articles 10 and 11, the parties hereto agree to deal with such anomaly with a view to eliminating same as from the date it occurred.

This shall be done at any time during the currency of this agreement notwithstanding anything to the contrary contained herein.

## **ARTICLE 13. - LABORATORY ASSISTANTS**

ANNUAL SALARY SCHEDULE – EFFECTIVE SEPT. 1<sup>ST</sup>, 1998

<b>Yrs.of Wpg. Exp.</b>	<b>Less than 1st Yr. from a Univ. in Man. or equiv.</b>	<b>1st Yr. from a Univ. in Man. or equiv.</b>	<b>2nd Yr. from a Univ. in Man. or higher</b>	<b>Bach. Degree from a Univ. in Man. or equiv. or higher</b>
<b>0</b>	<b>20,030</b>	<b>21,418</b>	<b>22,798</b>	<b>25,107</b>
<b>1</b>	<b>20,954</b>	<b>22,334</b>	<b>23,710</b>	<b>26,259</b>
<b>2</b>	<b>21,866</b>	<b>23,245</b>	<b>24,641</b>	<b>27,400</b>
<b>3</b>	<b>22,798</b>	<b>24,180</b>	<b>25,556</b>	<b>28,552</b>
<b>4</b>	<b>23,710</b>	<b>25,107</b>	<b>26,486</b>	<b>29,702</b>
<b>5</b>	<b>24,641</b>	<b>26,019</b>	<b>27,400</b>	<b>30,853</b>

ANNUAL SALARY SCHEDULE – EFFECTIVE MAY 1<sup>ST</sup>, 1999

Yrs.of Wpg. Exp.	Less than 1st Yr. from a Univ. in Man. or equiv.	1st Yr. from a Univ. in Man. or equiv.	2nd Yr. from a Univ. in Man. or higher	Bach. Degree from a Univ. in Man. or equiv. or higher
0	19,930	21,311	22,684	24,982
1	20,849	22,222	23,591	26,128
2	21,756	23,129	24,518	27,263
3	22,648	24,059	25,428	28,409
4	23,591	24,982	26,354	29,554
5	24,518	25,889	27,263	30,699

ANNUAL SALARY SCHEDULE – EFFECTIVE SEPT. 1/99

Yrs.of Wpg. Exp.	Less than 1st Yr. from a Univ. in Man. or equiv.	1st Yr. from a Univ. in Man. or equiv.	2nd Yr. from a Univ. in Man. or higher	Bach. Degree from a Univ. in Man. or equiv. or higher
0	20,329	21,737	23,138	25,482
1	21,266	22,666	24,063	26,651
2	22,191	23,592	25,008	27,808
3	23,138	24,540	25,937	28,977
4	24,063	25,482	26,881	30,145
5	25,008	26,407	27,808	31,313

(b) Credit shall be given for approved laboratory experience prior to joining the staff at the rate of \$473.00 effective September 1, 1998, \$471.00 effective May 1, 1999, and \$480.00 effective September 1, 1999 for each year of experience up to four (4) years as limited by the maximum of that classification.

(c) The normal hours of work for full-time lab assistants shall be thirty-five (35) hours per week, seven (7) hours per day between the hours of 8:00 a.m. and 5:00 p.m.

## ARTICLE 14. - INTEREST ON RETROACTIVE SALARY

### 14.01

The Division will pay interest on retroactive salary increases payable to employees covered by this agreement. Such interest will be paid from the date the increase in salary is payable and on the gross amount of retroactive pay due less the amount of any statutory deduction for Canada Pension, Employment Insurance and Income Tax with respect to that pay and shall be calculated from the dates which the monies would have been due to the date of actual payment.

### 14.02

Interest shall be computed at the lesser of ten percentum (10%) per annum or the average rate at which the Division borrows funds during the twelve (12) month period preceding the calculation date.

### 14.03

If the Division has not borrowed funds during the preceding twelve (12)-month period, then interest shall be computed at the lesser of ten percentum (10%) per annum or the rate equal to that paid by the Division Bank's Non-chequing Savings Account.

## **ARTICLE 15. - ALLOWANCES FOR TEACHERS NOT IN ADMINISTRATIVE AND/OR SUPERVISORY POSITIONS**

Allowances payable to each teacher in addition to the Basic Salary shall, as may be applicable, include the following:

### **15.01 Allowances for Department Heads/Team Leaders**

The appointment of department heads/team leaders shall be made by the Division after consultation with the principals of the schools concerned.

Where a department head or team leader is appointed in a junior or senior high school, the department head/team leader shall be paid the following allowance in addition to the department head's/team leader's Basic Salary entitlement as a teacher and in accordance with the following conditions.

- (a) Where there is at least the equivalent of three (3) full-time teachers including the department head/team leader in the department/team - an allowance will be paid to the department head/team leader at the rate of \$1,624.00 per annum effective September 1<sup>st</sup>, 1998, \$1,616.00 per annum effective May 1<sup>st</sup>, 1999, and \$1,648.00 per annum effective September 1<sup>st</sup>, 1999.
- (b) Where there is at least the equivalent of five (5) full-time teachers including the department head/team leader in the department/team - an allowance will be paid to the department head/team leader at the rate of \$2,166.00 per annum effective September 1<sup>st</sup>, 1998, \$2,155.00 per annum effective May 1<sup>st</sup>, 1999, and \$2,198.00 per annum effective September 1<sup>st</sup>, 1999.
- (c) Where there is at least the equivalent of seven (7) full-time teachers including the department head/team leader in the department/team - an allowance will be paid to the department head/team leader at the rate of \$2,716.00 per annum effective September 1<sup>st</sup>, 1998, \$2,702.00 per annum effective May 1<sup>st</sup>, 1999 and \$2,756.00 per annum effective September 1<sup>st</sup>, 1999.
- (d) Where there is at least the equivalent of nine (9) full-time teachers including the department head/team leader in the department/team - an allowance will be paid to the department head/team leader at the rate of \$3,252.00 per annum effective September 1<sup>st</sup>, 1998, \$3,236.00 per annum effective May 1<sup>st</sup>, 1999 and \$3,301.00 per annum effective September 1<sup>st</sup>, 1999.
- (e) Where there is at least the equivalent of twelve (12) full-time teachers including the department head/team leader in the department/team - an allowance will be paid to the department head/team leader at the rate of \$3,790.00 per annum effective September 1<sup>st</sup>, 1998, \$3,771.00 per annum effective May 1<sup>st</sup>, 1999 and \$3,846.00 per annum effective September 1<sup>st</sup>, 1999.
- (f) Where there is at least the equivalent of fifteen (15) full-time teachers including the department head/team leader in the department/team - an allowance will be paid to the department head/team leader at the rate of \$4,335.00 per annum effective September 1<sup>st</sup>, 1998, \$4,313.00 per annum effective May 1<sup>st</sup>, 1999 and \$4,399.00 per annum effective September 1<sup>st</sup>, 1999.

(g) Notwithstanding the foregoing, the allowance for the department head/team leader of a technical department in the Technical-Vocational School or the R.B. Russell Vocational School, shall be at the rate of \$2,531.00 per annum effective September 1<sup>st</sup>, 1998, \$2,518.00 per annum effective May 1<sup>st</sup>, 1999 and \$2,568.00 per annum effective September 1<sup>st</sup>, 1999 unless there is the equivalent of five (5) or more full-time teachers in the department/team including the department head/team leader, in which case the allowance shall be \$907.00 effective September 1<sup>st</sup>, 1998, \$902.00 effective May 1, 1999, and \$920.00 effective September 1<sup>st</sup>, 1999 greater than that specified in whichever of sections (b) to (f) above applies.

### 15.02 Allowance to a Designated Teacher During the Absence of the Principal

(a) During the absence of a principal, where there is no vice-principal, payment of an allowance of \$16.62 per day effective September 1<sup>st</sup>, 1998, \$16.54 per day effective May 1<sup>st</sup>, 1999 and \$16.87 per day effective September 1<sup>st</sup>, 1999 will be made to the teacher designated by the Superintendent and the allowance will be paid for the first full day and \$20.79 per day effective September 1<sup>st</sup>, 1998, \$20.69 per day effective May 1<sup>st</sup>, 1999 and \$21.10 per day effective September 1<sup>st</sup>, 1999 will be paid retroactive to the second day where the absence of the Principal exceeds three (3) consecutive teaching days.

(b) When the absence of a principal exceeds or is expected to exceed three (3) days, a substitute teacher shall be employed to perform the designated teacher's regular classroom duties during such times that the designated teacher is acting in place of the principal.

### 15.03 Allowance for Travel

(a) A person covered by this Collective Agreement and who is required by the Division to use a motor vehicle will be paid an allowance in accordance with the Division's scale of car allowance for employees. A teacher or a laboratory assistant who serves in two (2) different schools in one (1) day will be paid a trip allowance equal to the current Winnipeg Transit Adult bus fare.

(b) Effective June 30<sup>th</sup>, 1998, the workload of a teacher who, as part of their duties, is required to travel between schools, shall be adjusted to reflect adequate time for travelling, exclusive of lunch and preparation time.

## ARTICLE 16. - SALARY RATES FOR AUXILIARY PERSONNEL

The salary rates for auxiliary personnel shall be inclusive of vacation pay.

16.01	Eff. Sept. 1/98	Eff. Sept. 1/99
(a) Teacher of English as a Second Language Teachers uncertified to Class III	\$34.90/hr	\$35.60/hr
Teachers in Classes IV, V, VI, & VII	\$41.77/hr	\$42.61/hr
(b) <u>Adult Eng. Second Lang. Head Teacher</u> Annual Rate	\$31,164	\$31,787
 16.02	 Eff. Sept. 1/98	 Eff. Sept. 1/99
(a) Summer School		

Teachers and Principals		
Teachers in Classes I, II and III	\$34.90/hr	\$35.60/hr
Teachers in Classes IV, V, VI, and VII	\$41.77/hr	\$42.61/hr
Principal	\$10,111/ session	\$10,313/ session
Vice-Principal	\$8,075/ session	\$8,237/ session

(b) Summer School

Laboratory Assistants		
With less than a Bach. degree from a Univ in MB or equiv	\$25.55/hr	\$26.06/hr
With a Bach degree from a Univ in MB or equiv or higher	\$27.63/hr	\$28.18/hr

16.03

(a) Substitute Teachers	Eff. Sept. 1/98	Eff. Sept. 1/99
Teachers in Classes I, II and III	\$86.19/day	\$87.91/day
Teachers in Classes IV, V, VI and VII for a full day at one (1) school or two (2) half-days on the same day at different schools, provided however, that where a substitute teaches only for one-half (1/2) of any day the rate for such half-day shall be		
Teachers in Classes I, II and III	\$46.18	\$47.10
Teachers in Classes IV, V, VI and VII	\$64.65	\$65.94

(b) Should a substitute have continuous employment in one (1) position for a period of five (5) teaching days or more, payment shall be made at the rate of one two-hundredth (1/200th) of the substitute teacher's basic salary as determined by Article 9 of this agreement for each day of employment in the said position.

(c) No substitute shall receive a salary rate higher than the maximum salary rate provided under the Basic Salary Schedule for a Class IV teacher

## ARTICLE 17. INSURANCE

### 17.01 Group Insurance

(a) The Board will administer The Manitoba Public School Employees Group Life Insurance Plan No. 50561 according to the terms and conditions of the Master Policy of the said plan.

(b) Unless otherwise excluded, the employees' share of annual premiums shall be deducted in as near equal amounts as possible from each salary cheque for all participants in the plan. One-half (1/2) of the premium rate up to the one hundred percentum (100%) lump sum benefit and survivors' income benefit for members of the teaching staff shall be paid by the Division and one-half (1/2) shall be paid by the

teachers pursuant to an agreement made on May 26, 1975 between The Manitoba Teachers' Society and the Manitoba Association of School Trustees.

(c) All employees employed by the Division or 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.

## **17.02 Long Term Disability Insurance**

The Division shall become the registered holder of the Long Term Disability Insurance Plan and the plan shall be such as shall be determined and paid for by the Association.

## **17.03 Dental Insurance**

(a) The Division will administer a dental insurance plan in accordance with the provisions of the Great-West Life Dental Insurance Plan, Policy No. 43374 GDC.

(b) The cost of the dental insurance plan will be borne by the Division, subject, however, to the following conditions:

(i) The Division will, at the end of each month, contribute one and fifteen one hundredths of one per centum (1.15%) of the total gross payroll for the month based on the previous year's salary rates for those employees covered by this Collective Agreement.

(ii) Effective January 1<sup>st</sup>, 1997, the Division will, at the end of each month, contribute one and twenty-five one hundredths of one per centum (1.25%) of the total gross payroll for the month based on the previous year's salary rates for those employees covered by this Collective Agreement.

(iii) Effective May 1<sup>st</sup>, 1999, the Division will, at the end of each month, contribute one and seventy-five one hundredths of one per centum (1.75%) of the total gross payroll for the month based on the previous year's salary rates for those employees covered by this Collective Agreement.

(iv) In the event that the funds provided under (i) and (ii) will not support the level of benefit set out in the Policy No. 43374 GDC, the Association, upon being notified of the fact by the Division, shall be required to determine the reduction in benefits to meet the current and projected shortfall of funds. The nature of the reduction chosen shall be communicated by the Association to the Division within three (3) weeks of notification.

(c) The Division shall set aside a lump sum equal to \$49,594.51 as a contingency reserve which shall be invested in an interest bearing account. The reserve shall be used as agreed to by the Division and the Association.

(d) Any surplus accumulated in the plan from year to year shall be retained for the benefit of the members of the plan, including the improvement of the level of benefits. Should the Association elect to improve the level of benefit, it shall require the prior agreement of the Division. Should the plan be terminated, any accumulated surplus and interest shall become the property of the Association, including that of the contingency reserve.

(e) The Division's cost of administering the plan, including consultants fees, shall be charged to the plan.



## **ARTICLE 18. - LAY-OFF PROCEDURE**

### **18.01 It is agreed that for the purposes of this Article the following terms shall have the following meanings:**

(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 Qualification

Refers to the classification in which the teacher is placed by the Administration and Teacher Certification Branch of Manitoba Education.

(c) Experience

The practical application of the training over a period of time with respect to the particular subject or subjects.

(d) Ability of Teachers

A teacher's demonstrated skill and competence to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, academic qualifications and experience.

(e) Continuous Employment

Employment with the Division from the date of hire under one or more successive regular or limited term contracts as long as there is no break in actual teaching service between contracts.

### **18.02**

Where it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not effect the necessary reduction in staff, the Board shall give first consideration to retaining teachers having the greatest length of service with the Board.

### **18.03**

Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of lay-off, if such teacher does not have the necessary training, academic qualifications, experience and ability for a specific teaching assignment.

### **18.04**

Seniority for the purposes of this agreement is defined to mean the length of continuous employment within the Division.

### **18.05**

Where the teachers have the same length of employment with the Division, the order of the seniority list shall be determined on the basis of the total teaching experience with the Division as determined by Article 9.04.

## **18.06**

Where teachers have the same seniority as defined in Articles 18.04, and 18.05 the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.

## **18.07**

Where teachers have the same seniority as defined in Articles 18.04 and 18.05, the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.

## **18.08**

If the length of teaching experience as defined in Articles 18.04, 18.05, 18.06, and 18.07 is equal, the teacher to be declared surplus shall be determined by the Division.

## **18.09**

The Division will maintain a seniority list which will:

- (a) Contain the names of all teachers with five (5) years or less of continuous employment as defined by Article 18.01. The Division will endeavour to provide a list to include the names of teachers with more than five (5) years' continuous employment.
- (b) Identify the designated seniority of the teacher on the basis of Articles 18.04, 18.05, 18.06 and 18.07 of this Collective Agreement.
- (c) Specify the date of commencement of employment for the purpose of Article 18.04.
- (d) Be posted in each school by February 1st of each year and a copy sent to the Association. The Association and/or the teacher shall be permitted to protest any alleged omission or incorrect listing until March 15th of that year. In the event of an omission or incorrect listing being brought to the Division's attention after March 15th, the teacher so affected shall have the right to correct the list at the next posting.
- (e) Be sent to any teacher on leave whose name appears on that list at his/her last reported address.

## **18.10**

In the event of a lay-off, representatives of the Division shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off.

## **18.11**

Notice of lay-off and a copy of this clause shall be given to the teacher laid off no later than November 1st for lay-off on December 31st and no later than two (2) months prior to the end of a semester for lay off at the end of that semester on or about January 31st,

and no later than May 1<sup>st</sup> for lay off on June 30<sup>th</sup>. It is understood that lay offs will occur only on the aforementioned dates.

## **18.12**

The teacher shall be placed on the recall list until June 30 of the school year in which he/she was laid-off. To remain on the recall list beyond such date the teacher shall indicate in writing to the Division his/her wish to remain on the recall list. Failure to provide a written indication to the Division by June 30 shall relieve the onus on the Division for the teacher's continued placement on the recall list.

## **18.13**

If, after lay-offs have occurred and for a period of one (1) calendar year after the 30th day of September following the date of lay-off, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the positions first, providing such teachers have the necessary training, academic qualifications, experience and ability for the position available. Seniority with the Division will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualifications experience, and ability.

It shall be the responsibility of the teacher to report to the Division by registered mail 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. A teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this Collective Agreement, within six (6) days of the registered letter being received or within twenty (20) calendar days of the letter being sent, whichever occurs first, 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 fourteen (14) calendar days following notification of his/her intent to return unless by mutual agreement.

## **18.14 A teacher shall lose the right of recall for any of the following reasons:**

- (a) The teacher resigns.
- (b) The teacher is employed by another School Division as a full time teacher on a form 2, or equivalent full time contract, approved by the Minister, except those teachers who are employed full time on such a contract for a limited term, not to exceed one (1) year.
- (c) The teacher fails to return to work after the termination of any leave granted by the Board.
- (d) The teacher is not recalled within one (1) calendar year after September 30 following the date of lay-off.
- e) The teacher's contract is terminated for cause.
- (f) Any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training, academic qualifications and ability to perform the work in the position offered subject to the exception contained in (b) hereof, shall forfeit all rights of recall.

A teacher who has lost his/her right of recall as a result of the application of this clause shall be notified as soon as possible that his/her teaching contract has been terminated.

## **18.15**

A teacher's accumulated sick leave credits will not be affected if the teacher is recalled as provided in Article 18.13 above.

## **18.16**

Notwithstanding any other provisions of this agreement, the foregoing lay-off provision shall not apply to a teacher continuously employed by the Board under an approved form of agreement for a full school year or less as defined by the Minister by regulation, or to a teacher employed on a limited term contract not to exceed one (1) school year where during that term the teacher is employed on the express written understanding that the teacher's employment with the Board will cease at the end of such term; provided however, no teacher shall be laid-off who has been employed by the Board under an approved form of agreement for more than one (1) full school year as defined by the Minister by regulation, where a teacher with a full school year or less of employment under an approved form of agreement or a limited term contract not to exceed one (1) school year has not been laid-off, having regard to the necessary training, academic qualifications, experience and ability required for a specific teaching assignment of such teacher employed under a limited term contract or of a teacher continuously employed by the Board under an approved form of agreement for a full school year or less as defined by the Minister by regulation.

# **ARTICLE 19. - LEAVE**

## **19.01**

- (a) Cumulative Sick Leave
  - (i) Sick leave shall be calculated on the basis of twenty (20) days per year. For the purpose of computing sick leave for a fraction of a year, two hundred (200) days shall be considered to be the number of school days in a year.
  - (ii) Unused sick leave in any calendar year may be accumulated and carried forward to the next year up to the maximum of one hundred and eighty (180) days subject to the following conditions:
    - (a) Upon commencement of duties in the first year, a teacher is entitled to twenty (20) teaching days.
    - (b) Upon commencement of duties in the second year, a teacher is entitled to twenty (20) teaching days and any unused sick leave from the first year.
    - (c) At the beginning of each succeeding year, a teacher is entitled to twenty (20) teaching days and any previously unused sick leave.
  - (iii) The salary to be paid for sick leave shall be as follows:
    - (a) For the first ninety (90) days (including twenty (20) days allowed for the year in which the illness occurs) - full salary.
    - (b) For the next one hundred and ten (110) days or part thereof - half (1/2) salary.
    - (c) When a teacher on sick leave is approved for Long Term Disability Insurance benefits the accumulated half salary sick leave days shall be converted to the

equivalent value of full salary sick leave days and paid to the teacher on that basis.

- (iv) Sick leave entitlement shall be computed from the date of the last continuous engagement.
- (v) Absence for illness due to pregnancy shall be considered to be sick leave up to the day the teacher was last present for duty.
- (vi) No sick leave shall be granted during a period of leave of absence or sabbatical leave, and no days shall be added to the accumulated sick leave for such periods.
- (vii) Deduction for full salary (one two-hundredth [1/200th] of annual salary rate for each day) shall be made when illness extends beyond the period provided for.
- (viii) A teacher on extended sick leave, who advises the Division that the sick leave will be continuing for more than ten (10) consecutive days shall be advised by the Division of the following:
  - (a) the sick leave benefits which may be claimed under the Collective agreement, and
  - (b) to contact the Winnipeg Teachers' Association regarding services and benefits.

A copy of the Cumulative Sick Leave Article shall be provided to the teacher.

- (ix) 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 the salary of that teacher during such absence, limited to the extent of the accumulated sick leave balance at the time of suffering the on-the-job injury. The period of absence from work as a consequence of the on-the-job injury shall not be charged against the accumulated sick leave balance.

For the purposes of this section, "On-the-job injury" shall be defined as follows:

A disability resulting from an accident/incident occurring on Division premises or in the course of performing duties arising out of employment under contract with the Division.

- (x) Sick leave is not payable to a teacher:
  - (a) who is engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the Long Term Disability Insurance Plan.
  - (b) whose illness results from the use of drugs or alcohol and who is not receiving continued treatment from a licensed physician or in a recognized program of treatment for the use of drugs or alcohol.
  - (c) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from the Manitoba Public Insurance Corporation to the extent that such benefits and paid sick leave exceed the teacher's normal salary. In such cases the teacher shall reimburse the Division the amount of benefit received from the Manitoba Public Insurance Corporation.

(d) who is absent from work because of plastic surgery performed for cosmetic purposes except where the need for such surgery is attributable to an illness or injury.

(b) Certificates For Absence Due to Illness

Teachers absent due to illness shall present a certificate to the principal on return to duty:

- (i) If the absence does not exceed three (3) consecutive school days, the certificate may be a statement from the teacher on the form provided which shall be signed by the teacher and countersigned by the principal. At the option of the teacher, a regular medical certificate may be provided in place of the certificate mentioned above.
- (ii) If the absence exceeds three (3) consecutive school days or is for a contagious disease or condition, the certificate shall be signed by a registered medical practitioner on the form provided for the purpose. If the teacher presents a certificate from a person other than a registered medical practitioner it shall be referred to the Superintendent or designate for acceptance.
- (iii) Notwithstanding the foregoing, a teacher may be required to furnish a medical certificate for any absence for illness if requested to do so by the Superintendent or designate.

## **19.02 Leave for Pregnant Teacher**

The Board shall provide full sick leave entitlement to a pregnant teacher who, as a result of her condition either before or after delivery, is unable to be at work and perform her regular duties for a valid health-related reason(s). The pregnant teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the Board.

This clause is effective June 30<sup>th</sup>, 1998.

## **19.03 Sabbatical Leave**

1. "Sabbatical Leave", for the purpose of this Collective Agreement shall mean leave of absence granted to a teacher for study or travel with part salary which shall be known as the Sabbatical Leave Allowance, paid by the School Division to the teacher.

In this agreement the term "equivalent" means serving the School Division as an employee for a like amount of time, which may be either part to full-time or a combination thereof.

2. The Sabbatical Leave Allowance shall be:

- (a) For travel - \$1,500.00 per annum
- (b) For study - \$3,000.00 per annum or two-thirds (2/3) of the teacher's annual scheduled salary including increases negotiated during the sabbatical leave, whichever is the greater.

In this agreement the term "Salary" includes department heads', assistant department heads' allowance and negotiated increases in such allowance.

3. In cases where the allowance is \$3,000.00 or less, the teacher shall serve the School Division not less than the equivalent of one (1) year following return or be required to repay the full amount of the allowance.

In cases where the allowance is more than \$3,000.00 the teacher shall be required to serve the School Division not less than the equivalent of three (3) years following return. If a teacher serves less than the equivalent of three (3) years, the allowance shall be repaid in accordance with the following scale:

- (a) If service is for less than the equivalent of one (1) year following return, the full amount shall be repaid.
- (b) If service following return is equivalent to one (1) year or more but less than the equivalent of (2) two years, the amount to be repaid shall be the difference between the total Sabbatical Leave Allowance and \$3,000.00.
- (c) If the service following return is equivalent to two (2) years or more, but less than the equivalent of three (3) years, the amount to be repaid shall be one-half (1/2) of the difference between the total allowance and \$3,000.00.

4. Only teachers who have completed or are completing ten (10) years of teaching service with The Division may apply for Sabbatical Leave for the purpose of travel and only teachers, either part or full-time, who have completed or are completing the equivalent of seven (7) years of teaching service with The Division may apply for Sabbatical Leave for the purpose of study provided that such leave may not be granted more often than once in the equivalent of ten (10) years thereafter.

5. Not more than two (2) percent of the full-time teaching staff as at June 30th of the year previous to that in which the Sabbatical Leave is to start shall be absent on Sabbatical Leave in any school year.

6. Sabbatical Leave shall normally be given for one (1) full school year. It shall begin with the opening of the fall term and extend to the close of the spring term. Where it is deemed advisable, this regulation may be modified to grant Sabbatical Leave for less than a full school year or for one (1) full year not coterminous with the school year, in which case, the teacher shall receive one two-hundredth (1/200) of his/her regular annual salary for each school day taught and one two-hundredth (1/200) of the Sabbatical Leave Allowance for each school day in the period of Sabbatical Leave.

7. The application for Sabbatical Leave shall be filed with the Superintendent not later than the fifteenth (15th) day of October of the school year preceding that for which leave is desired, and must be accompanied by the following:

- (a) In the case of leave for study: A statement outlining the course to be studied and an estimate as to the value of the leave to the teacher and to the Division.
- (b) In the case of leave for travel: A statement outlining the proposed travel and an estimate as to the value of the leave to the teacher and to the Division.

8. The Superintendent shall present all applications for Sabbatical Leave to the Board together with his/her recommendations.

9. Teachers on Sabbatical Leave are permitted to accept scholarships or fellowships. They shall not engage in full-time remunerative employment, except as approved by the Superintendent during seven-twelfths (7/12) of their period of leave.

10. The teacher on leave shall receive the Sabbatical Leave Allowance in regular monthly installments, provided a satisfactory undertaking to serve the Division for

the equivalent of one (1) year following return to duty has been filed with the Secretary-Treasurer, where the allowance is \$3,000.00 or not less than the equivalent of three (3) years where the allowance is more than \$3,000.00.

11. In the event of a teacher dying while on Sabbatical Leave, the amounts paid prior to the date of death shall not be recoverable by the Board.

12. In the event of a teacher on Sabbatical Leave accepting remunerative employment except as herein provided, or, in the event of the teacher deciding not to return to The Division teaching staff at the expiration of such leave, all monies paid as Sabbatical Leave Allowance shall be recoverable by the Board.

13. Special emergencies which may arise in connection with Sabbatical Leave and which do not appear to be covered by the foregoing regulations shall be referred to the Superintendent for his/her consideration, and recommendations may be made to the Board if he/she deems it necessary.

14. There shall be no accumulation of sick leave during the period a teacher is absent on Sabbatical Leave.

**NOTE:** Article 9.04 of this Agreement, provides that periods of Sabbatical Leave shall be included as "teaching experience" while in the employ of the Division.

#### **19.04 Leave for Professional Business**

A member of The Winnipeg Teachers' Association shall be excused from school duties to attend meetings of the Association or of The Manitoba Teachers' Society or to act as an official representative of the Association or of the Society for not more than a total of five (5) teaching days in any school year provided that a substitute satisfactory to the Division has been secured and that the cost of providing the substitute plus 10 percentum (10%) is assumed by the Association or the Society. No additional leave of absence shall be taken for the above mentioned purposes except with the consent of the Division. Leave of absence from school duties for the purpose of collective bargaining, including arbitration, with the Division, shall not be counted. When, for the purpose of negotiating a Collective Agreement with the Division or renewal thereof, meetings with the representatives of the Association are convened during regular working hours of the Association's members, the Division will grant leave, with salary at the applicable rates set out herein, for not more than six (6) members of the Association attending such meetings. Negotiations for the purposes of this section shall not include conciliation or arbitration proceedings.

A teacher employed by the Division who is elected President of the Association or President or President Designate of The Manitoba Teachers' Society shall at the termination of the teacher's leave of absence return to the same position the teacher formally held provided the teacher has on or before April 1 in the year of the leave advised the Superintendent of Schools in writing of the teacher's intention to return to the position at the commencement of the next teaching year. If the teacher fails to inform the Division in writing of the teacher's intention to return, the Division shall not be required to assign the teacher to the teacher's former position with the Division and the Division is relieved of any obligation to the teacher in this respect.

If a position held by the President prior to taking a leave of absence will no longer exist when the teacher resumes employment with the Division, the Division will offer the teacher another position which will be as similar to the previous position held by the teacher as can be reasonably established.

#### **19.05 Maternity Leave**

(I) Every female teacher



- (a) who submits to the Division an application in writing for leave at least four (4) weeks before the day specified in the application as the day on which such leave is to commence;
- (b) who provides the Division with a certificate of a duly qualified medical practitioner certifying that the teacher is pregnant and specifying the estimated date of delivery, is entitled to and shall be granted maternity leave consisting of
- (c) a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of a delivery specified in the certificate mentioned in Clause (b);

or

- (d) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause (b) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

(II) Subject to Clause VI, maternity leave granted to a female teacher under this section shall commence no earlier than eleven (11) weeks preceding the date specified in the certificate mentioned in Clause I(b) and shall terminate no later than seventeen (17) weeks following the actual date of delivery.

(III) A female teacher who does not submit an application for maternity leave in accordance with Clause I(a), but who except for the non-compliance with that clause would have been eligible for maternity leave provided in Clause (I) is entitled to and shall be granted leave consisting of

- (a) Such period or periods within the eleven (11) weeks immediately preceding the estimated date of delivery of the child as certified by a duly qualified certified medical practitioner, if the teacher provides the employer with a certificate from a duly qualified medical practitioner stating that during the period or periods mentioned in the certificate the employee
  - (i) was incapable of performing the normal duties of employment, or
  - (ii) will be incapable of performing the normal duties of employment, by reason of a medical condition that is or was directly attributable to the pregnancy; and
- (b) Such further period that when added to the leave granted under Clause (a) will not exceed the amount of maternity leave to which a female employee is entitled under Clause I.

(IV) A teacher who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits; but where the teacher remains absent from work for a period of more than seventeen (17) weeks following the actual date of delivery the Division is not required to reinstate her in the position occupied at the time the leave commenced.

(V) For the purpose of calculating benefits of a teacher to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

(VI) Additional maternity benefits may be granted to female teachers provided a mutually satisfactory agreement can be concluded between the Division and the teacher.

## **19.06 Absence for the Purpose of Writing Examinations**

With the approval of the Superintendent leave shall be granted to teachers to attend examinations in order to secure a higher certificate or to secure university standing. The Superintendent may grant all or a portion of such leave with or without loss of salary.

## **19.07 Court Appearances**

All employees covered by the Collective Agreement will be granted leave without deduction of salary for court appearances if the employee is subpoenaed to be a witness in a court action or is summoned for jury duty, provided however, the employee shall remit to the Division any remuneration which the employee may receive because of an appearance in court as a witness or as a juror.

To be eligible for leave with pay an employee is required to submit details of the requirement for jury or witness duty at the earliest possible date.

Any time during regular school hours that an employee is not required to be at court the employee shall be available for duties at the school.

The Division shall act reasonably and fairly in regard to all circumstances.

## **19.08 Application of Teacher Lay-off Procedure Article While on Leave**

Notwithstanding any other agreement between the Division and teacher while on a leave of absence, a teacher's continued employment shall be determined in accordance with Article 18 - Lay-off Procedure.

## **19.09 Religious Holy Leave**

Teachers shall not absent themselves from duty for reasons of religious holy days without first securing permission from the Superintendent. All requests for such approval shall be made through the principal on the form prescribed.

- (a) No deduction from salary shall be made when teachers are absent for observance of religious holy days, up to a maximum of three (3) days per school year.
- (b) When teachers are absent for observance of religious holy days in excess of three (3) days per school year a teacher may receive regular salary less the rate for a substitute in the teacher's salary classification.
- (c) The following notification period will apply:
  - (i) for teachers requiring religious holy leaves prior to October 15, ten (10) working days' notice in writing shall be given to the Division, for teachers requiring religious holy days after October 15, notice in writing of leave required for that school year shall be given by September 30.
  - (ii) for those teachers commencing employment with the Division at a time other than the start of the school year and who require religious holy leave, notice in writing, shall be given to the Division within ten (10) working days of active employment.
- (d) Where the appropriate notice has not been given to the Division, the Division shall provide religious holy days and that leave, at the Division's discretion, may be with pay or at regular salary less the rate for a substitute in the teacher's salary

classification, or with one two-hundredths (1/200ths) salary deduction per day. The Division shall act reasonably and fairly having regard to all circumstances.

(e) Religious Holy Leave shall be extended to include individuals teaching in the Adult ESL Program.

## **19.10**

In the event that an employee is requesting a short term leave of absence which is not otherwise set forth in this agreement, the Division may grant such leave with or without pay in accordance with its policy, a copy of which is attached hereto as Appendix "A" to this agreement. This clause is only for the information of the Association membership and an employee should see the Division policy manual for details.

## **ARTICLE 20. - PREPARATION TIME**

### **20.01**

Within the instructional day the Division shall provide a minimum of one hundred and eighty (180) minutes of preparation time for each full time elementary teacher and a minimum of two hundred and forty (240) minutes of preparation time for each full time secondary teacher per six (6) day cycle. Preparation time shall be scheduled in blocks of not less than fifteen (15) minutes.

### **20.02**

Part time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.

### **20.03**

The instructional day, exclusive of the midday intermission, shall be five and one-half (5 1/2) hours or such time as may be determined by the Minister of Education and shall be worked consecutively except where alternative arrangements are agreed to by a representative of the Division, a representative of the Association and the teacher.

### **20.04**

The school year shall be two hundred (200) days or such number of days as may be determined by the Minister of Education.

### **20.05**

The Division shall determine the hours of opening and closing of the school day.

### **20.06**

The Division agrees not to petition the Minister of Education to extend the instructional day or the school year without the agreement of the Association.

## **ARTICLE 21. - MEAL PERIOD**

Except in cases of emergency, or unforeseen similar circumstances, every full-time teacher shall be entitled to an uninterrupted meal period, of fifty-five (55) minutes duration, between 11:00 a.m. and 2:00 p.m. daily, unless the majority of the teachers in a particular school and the administration responsible for that school agree to a different arrangement respecting lunch periods.

## **ARTICLE 22. - TWELVE MONTH SCHOOL YEAR**

The provisions of this article shall apply only to the teachers at the Winnipeg Adult Education Centre and the Manitoba Adolescent Treatment Centre, hereinafter called the "Centre", who are assigned to the instructional program operated by the Centre on a twelve (12) month basis.

### **22.01**

It is agreed that for the purposes of this Article, the following terms shall have the following meanings:

- (a) **Standard School Year** - Standard school year shall mean the teaching days designated by the Minister of Education pursuant to Manitoba Regulation 101/95 as it exists of the date hereof, in the ten (10) months commencing the Tuesday immediately following Labour Day and ending in June.
- (b) **Centre Year** - Centre year shall mean the period beginning the Tuesday immediately following Labour Day and ending the following Labour Day.
- (c) **Standard Vacations** - Standard vacations shall mean the Spring, Midsummer and Christmas vacations as designated by the Minister of Education pursuant to Manitoba Regulation 101/95 as it exists of the date hereof.
- (d) **School Holidays** - School holidays shall mean the holidays set out in the Public Schools Act and Manitoba Regulation 101/95, as it exists of the date hereof, and in addition Christmas Day, Boxing Day, New Year's Day, July 1st and the first Monday in August.
- (e) **Cumulative Standard Vacation** - Cumulative Standard Vacation shall mean the sum of the standard vacations.

### **22.02**

- (a) A teacher in the Centre may work during the standard vacations provided that in any Centre year, the number of teaching days the teacher works shall be not more than in the current standard school year and provided that the cumulative standard vacation shall be uninterrupted except by mutual consent of the Division and the teacher.
- (b) A teacher may work during the standard vacations but not on school holidays.
- (c) A teacher's instructional day at the Centre may begin and end at times other than those applying in other schools of the Division provided that the instructional day is the same in length.

### **22.03**

Notwithstanding the provisions of Article 22.02 and with the mutual consent of the Division and a teacher in the Centre, the teacher's terms of employment may be modified as follows:

- (a) In any Centre year the number of teaching days required of a teacher who has consented may be more or less than in the current standard school year, provided that in this and the following Centre year, the total teaching days required shall be no more than those applying in other schools operating according to the standard school year; and provided that, on the completion of a cycle of two (2) consecutive Centre years in accordance with the foregoing provision, neither of these Centre years shall be taken into account in calculating another cycle of two (2) Centre years.
- (b) A teacher shall have a cumulative standard vacation for each standard school year of service. The cumulative standard vacation may be advanced or deferred so that it occurs at times other than the standard vacations and may be so arranged that in any cycle of two (2) consecutive Centre years, two (2) cumulative standard vacations may be taken consecutively under this provision, they may not be taken to follow immediately after a cumulative standard vacation in the preceding Centre year or immediately preceding a cumulative standard vacation in the following Centre year.
- (c) Where the teacher in any Centre year accumulates teaching days in excess of the standard school year, the total of the excess days accumulated shall be brought forward into the next ensuing Centre year and shall be credited to the teacher as if the days had been accumulated in that year.
- (d) When a Counsellor in any Centre agrees to work in excess of the standard school year the Counsellor will receive one two-hundredth (1/200th) of the Counsellor's then current salary for each day worked.

## **22.04**

Where pursuant to the arrangements made between the Division and the teacher, it is anticipated that the teacher will be paid salary in advance of rendering service, the teacher shall, at the time of making such arrangements, give to the Division a promissory note in the form of Schedule 'I' for the full amount of the salary that will be so prepaid, the said note to be surrendered by the Division when the teacher either (a) has earned the amount by teaching service or (b) has made full payment in cash, or (c) has repaid all prepaid salary by a combination of service and cash, or (d) has not received in advance any portion of the money contemplated. The said promissory note shall not be negotiated by the Division.

## **22.05**

Notwithstanding anything to the contrary contained in this agreement, the date that a salary increment becomes payable, hereinafter referred to as "anniversary date", for a teacher employed at the Centre, shall be

- (a) in the case of a teacher employed at the Centre as of the 8th day of September, A.D., 1970, the current anniversary date, and
- (b) in the case of a teacher joining the staff in the future, the anniversary date in effect at the time of transfer or assignment to the Centre.

Provided that the anniversary date shall be affected by absence without salary in the same manner as it affects teachers employed in other schools as set out in Article 9.04 (c)(i).

## **22.06**

The basic salary of a teacher employed under contract at the Centre for a portion of the Centre year, shall be pro-rata of the applicable annual schedule rate and shall be governed by the same provisions as the salary of any other teacher covered by this agreement.

## **22.07**

The parties to this agreement will resolve, in the spirit of the foregoing provisions of Article 22, any unforeseen issues arising out of the operation of a Centre on a twelve (12) month basis.

## **ARTICLE 23. - EMPLOYMENT OF COUNSELLORS DURING THE SUMMER VACATION**

Counsellors who will have a full-time counselling program the following year may be employed in the Senior High and Junior-Senior High Schools during the Summer Vacation to carry out such duties for such periods of time as are assigned by the principal. Such employment shall be voluntary on the part of the counsellors. Counsellors shall receive during the following school year compensatory time equal to the number of days employed during July and August. The method and timing of such compensatory time shall be mutually agreed to by the principal and the counselor. The details of such arrangement shall be subject to the prior approval of the Superintendent of Schools.

## **ARTICLE 24. - PROVISIONS GOVERNING EMPLOYMENT OF CONSULTANTS**

(a) Consultants who are the holders of a valid Manitoba Teaching Certificate, shall enter into whichever form of contract referred to in this Collective Agreement is applicable (Schedule "A", "B", "C", or "D").

(b) The Division will appoint some Consultants for a term of not more than two (2) years, which appointments will be renewable at the discretion of the Division. The Division will, on or before March 31st of the year in which the contract of employment of the previously referred to Consultant terminates, advise the Consultant whether the Division will renew the contract of employment of the Consultant. The Division will provide, in the case of a Consultant whose position is redundant to the needs of the Division and who is not appointed for a term of not more than two (2) years a notice of termination of the Consultant's contract of employment which notice shall be given on or before March 31st in any year and will be effective June 30th of the same year.

## **ARTICLE 25. - TRANSFER**

The Association recognizes the sole right of the Division to assign teachers employed by the Division to schools under its jurisdiction.

Transfers may be made at the initiative of the Superintendent or other administrative officer or at the request of a teacher and for any purpose which, in the judgement of the Superintendent, is best for the welfare of the teacher or the school.

For the purpose of this clause, a transfer shall not include those teachers that are declared surplus to a school.

### **25.01 Voluntary Transfer**

- (a) Teachers interested in a transfer shall indicate their interest in writing on or before March 31st of the school year prior to the school year for which the transfer is to be effective. The Division shall make reasonable efforts to accommodate requests for transfer.
- (b) When the Division determines which vacancies to post, those vacancies will then be posted in each school in the Division.
- (c) Whenever possible, teachers who have ten (10) or more years of service in one (1) school shall be granted an interview when applying for a bulletined position for which they are qualified.
- (d) Teachers requesting voluntary transfers shall have accepted a new school assignment before their present school assignment is declared vacant.
- (e) An application for transfer from a teacher shall, upon request by the teacher, be considered confidential, until such time as it becomes necessary to confer with the teacher's present and prospective administrators in making final decisions and arrangements.

### **25.02 Division Initiated Transfers**

- (a) The Board's right to initiate a transfer shall be exercised fairly and reasonably having regard to all the circumstances including, in particular, the educational needs of the Division, which shall be the paramount consideration and, as a secondary consideration, the needs of the teacher involved.
- (b) Prior to any Division initiated transfer occurring, the Division shall provide to any teacher being considered for such a transfer an opportunity for consultation with respect to the transfer.
- (c) The most reasonable notice possible given the circumstances shall be provided to a teacher who is being transferred by the Division.
- (d) In exceptional cases, the Division may transfer a teacher on Teacher Improvement Procedures after consultation with the Association and the teacher.

## **ARTICLE 26. - PERSONNEL DEVELOPMENT PROGRAM**

The Division will, if there are sufficient applications, provide a minimum ten (10) days leadership training program for not less than twenty (20) teachers. Five (5) days of leadership training program will be scheduled during the regular working hours of the teachers and five (5) days of the program will be scheduled at a time other than the teachers' regular working hours.

## **ARTICLE 27. - PARKING FACILITIES FOR EMPLOYEES**

Where parking facilities for employees are operated by the Division, they shall be made available for use by members of the staff under the following terms and conditions:

(a) Parking facilities will be provided by the Division where in the opinion of the Division, land is available for this purpose without curtailing the playground requirements of a school. The Division will levy an annual rent to be paid by employees using the parking facilities. The annual rental will be equal for all employees using the parking facilities and the aggregate rent will be sufficient to cover the aggregate cost of providing and maintaining all the parking facilities, excluding the cost of providing the land.

The money advanced by the Division, for the construction of parking facilities, shall be repaid, from the rents collected in twenty (20) annual consecutive installments of principal and interest of an approximate equal aggregate annual amount. In the case of money advanced by the Division to pay for the equity in existing parking facilities, the number of annual installments shall be twenty (20), minus the number of years that the facility being acquired has been in existence.

The money advanced by the Division for the construction of existing parking facilities at the Administration Building, Technical-Vocational High School, St. John's, Kelvin, River Heights and David Livingstone Schools, shall bear interest on outstanding balances at the following rate:-

3%	for the First	5 year period
4%	for the Second	5 year period
5%	for the Third	5 year period
6%	for the Fourth	5 year period

calculated from the date in each instance that the money was advanced by the Division. All money advanced by the Division, for the construction of other parking facilities including any new facilities to be constructed at the aforementioned locations, shall bear interest at the same rate as the Division is required to pay from time to time on any borrowing from its Bank during the period the advance from the Division remains unpaid.

It is not intended that there shall be a surplus or deficit from the operation of the parking facilities.

(b) Nothing herein contained is to be construed as an obligation on the part of the Division to acquire land or any interest in the land for parking purposes.

## **ARTICLE 28. - DISCIPLINE**

The imposition of discipline without just cause by the Division or any agent thereof in the form of written warning(s) and/or suspension(s) with or without pay shall be subject to the following provisions:

1) 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 8 - Provisions for Settlement of Disputes During Currency of Agreement.



- 2) When such a difference is referred to a Board of Arbitration under Article 8, the Board of Arbitration shall have the power to:
  - (a) uphold the discipline
  - (b) rescind the discipline
  - (c) vary or modify the discipline
  - (d) order the board to pay all or part of any loss of pay and/or benefits in respect of the discipline
  - (e) do one or more of the things set out in subclause (a), (b), (c) and (d) above.
- 3) The written warning(s) shall not include Performance Assessment and Development done pursuant to Policy GCN and/or any regulations and amendments thereto (hereinafter referred to as the policy), except where the implementation of said policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- 4) The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

### **28.01 Complaints**

Should the Division receive a serious complaint, in writing, regarding a member of the Association, the Division shall communicate, in writing, the complaint received to the member concerned. Prior to making any judgment regarding the complaint, the Division shall afford the member an opportunity to appear and answer to that complaint, either personally or by representative.

## **ARTICLE 29. - PERSONNEL FILES AND ADVERSE REPORTS**

An employee may at a mutually agreed time review his/her personnel file after submitting a written request for such review to the Director of Human Resources or designate. The Division will have its representative present when the employee is examining his/her personnel file.

An employee shall have the right to respond in writing to any document contained in the personnel file.

Following written assessment of an employee's performance, the employee will be given an opportunity to review the assessment and to acknowledge having read the contents of the assessment. The employee will be provided with the opportunity to place his/her own comments on the assessment form up to twelve (12) working days after reviewing the assessment, and the employee will receive a duplicate copy for his/her records. For the purpose of this article working days shall be defined as those days that the Board Office is open to serve the public.

The Division will not introduce as evidence at any Arbitration Hearing and an Arbitration Board shall not accept as evidence any document which is disciplinary in nature, unless the employee has been previously advised of the nature of the discipline and has been provided with a copy of such document on request.

## **ARTICLE 30. - SEXUAL HARASSMENT**

The Division and the Association recognize that the problem of sexual harassment may exist. The parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace. Allegations and investigations of sexual harassment shall be dealt with in confidence.

## **ARTICLE 31. - LISTS OF NAMES AND ADDRESSES**

Lists of names and addresses of teachers shall be furnished to no one other than a school official or an official of Manitoba Education. A list of teachers' names may be supplied to The Manitoba Teachers' Society.

## **ARTICLE 32. – CONTRACTING OUT**

In order to recognize the interest of the Association's members in job security, the Division agrees not to contract out services which are or have been performed by the employees of the Association where such contracting out would result in a reduction in membership within the Association, until

- (a) the Division has provided to the Association four (4) months written notice of intent to contract out such services, including a report in reasonable detail outlining the nature of the proposed contracting out arrangement, the reasons for the proposed contracting out, the expected benefits, the options considered, and the expected impact on membership within the Association, and
- (b) the Association has had an opportunity to appear before the Board of Trustees to make representations with respect to the matter.

This article is effective June 30, 1998.

## **ARTICLE 33. – POSITION NOT COVERED BY COLLECTIVE AGREEMENT**

If, during the term of this Agreement, the Division creates a new position or category of employment which would be subject to the agreement, the following provisions shall apply:

- (a) The Division shall notify the Association of the new position or category of employment, and the proposed rate (s) of pay which will be applicable, and
- (b) A representative of the Division and the Association shall meet as soon as possible to negotiate the applicable rate(s) of pay to be incorporated in the Agreement, and
- (c) the parties will attempt to reach agreement before any appointment is made hereunder, but if the Division believes in its discretion that there is an urgent need to make an appointment before negotiations are concluded, the Division may do so on the terms which it has proposed, and

(d) In the event that the representatives of the parties are unable to reach agreement, the Division will establish the rate(s) of pay, the matter will then be dealt with in the next negotiations for an amended Collective Agreement under Article 3, subject to the following, namely,

(e) In the event that twelve (12) months have elapsed since the appointment(s) under this Article without a negotiated resolution of the rate(s) of pay, the matter may be submitted to Arbitration in accordance with the provisions of Article 8, and

(f) In any case, salary, allowances and any other terms as agreed by the parties or established by an arbitration board hereunder shall be effective from the date of the appointment(s).

This Article is effective June 30<sup>th</sup>, 1998.

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.

IN WITNESS WHEREOF the Association has caused this agreement to be executed as duly attested by the signatures of the proper officers of the Association.

**THE WINNIPEG SCHOOL DIVISION NO. 1**

**THE WINNIPEG TEACHERS' ASSOCIATION NO. 1,  
OF THE MANITOBA TEACHERS' SOCIETY**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Negotiations Committee Chairperson

\_\_\_\_\_  
Business Agent

The original copies of the collective agreement contain Schedules A through I. They are not included in your copy of the collective agreement because it was deemed as unnecessary. If for any reason you should want a copy of any or all of the schedules, they may be obtained by contacting The Winnipeg Teachers' Association or the Winnipeg School Division.

- Schedule A - Full-Time Regular Teacher Contract
- Schedule B - Part-Time Regular Teacher Contract
- Schedule C - Full-Time Limited Term Teacher
- Schedule D - Part-Time Limited Term Teacher
- Schedule E - Full-Time Regular Clinician
- Schedule F - Part-Time Regular Clinician
- Schedule G - Full-Time Limited Term Clinician
- Schedule H - Part-Time Limited Term Clinician
- Schedule I - Promissory Note required pursuant to Article 22 twelve-month school year.

**M/A1. - Hours of Work - Incumbent Laboratory Assistants**

The following sets out the basis of an Agreement made between The Winnipeg Teachers' Association and The Winnipeg School Division No. 1 in conjunction with the Collective Agreement between the two parties made as of the 8th day of September, 1999.

(a) For those laboratory assistants employed by the Division as at January 1, 1992 it has been agreed that the full time hours of work for these incumbents will continue to be thirty (30) hours per week, six (6) hours per day for as long as they remain employed on a part time basis is granted an increase in assignment, the portion of the

increase shall be determined on the basis of thirty-five (35) hours a week as equivalent to full time.

(b) For those laboratory assistants employed as at January 1, 1992 and who are subsequently laid off, the Division will pay a re-training allowance of \$2,500, half paid on proof of enrollment in a course of re-training, half paid on successful completion. A laboratory assistant who has been laid off must apply for the re-training allowance within twelve (12) months from the effective date of lay-off. Acceptance of a re-training allowance by a laboratory assistant shall be deemed to be an abandonment of re-call rights under the lay-off policy. Laboratory assistants can qualify for the retraining allowance only on one (1) occasion.

## **M/A 2. -Additional Vice-Principals**

As a result of the negotiations for a new Collective Agreement, it is agreed that the Division would establish, in addition to those provided by Article 10.02(c), eight (8) vice-principal positions. These would be established on the following basis:

- a) three positions currently in place
- b) three additional positions to be added September 1, 1993
- c) two additional positions to be added September 1, 1994.

Placement of these vice-principal positions would be made following consultation with the Association to address situations where the needs of the school and the community warrant additional administrative assistance.

## **M/A 3. Classification of Vice-Principals**

As a result of the negotiations for a 1992-94 Collective Agreement, alterations were made to the classifications of vice-principals. It is agreed that incumbent vice-principals will retain the classification they had in the 1990-91 Collective Agreement unless they have a change in assignment or there are changes in the school population which would result in a change in classification under the 1990-91 Collective Agreement.

**THE WINNIPEG SCHOOL DIVISION NO. 1**

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\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Business Agent

## **M/A - Allowance for Special Music Qual.**

The following sets out the basis of an Agreement made between The Winnipeg Teachers' Association and The Winnipeg School Division No. 1 in conjunction with the Collective Agreement between the two parties made as of the 28th day of February, 1996 regarding Allowance for Special Music Qualifications.

This agreement is set out, separate and apart from the Collective Agreement on the understanding that only Ms P.L. Johanson is eligible for and currently receives this benefit.

**THE WINNIPEG SCHOOL DIVISION NO. 1**

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OF THE MANITOBA TEACHERS' SOCIETY**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Business Agent

### **M/A - Parking Facilities Review Committee**

The following sets out the basis on an Agreement made between The Winnipeg Teachers' Association and The Winnipeg School Division No. 1 in conjunction with the Collective Agreement between the two parties made as of the 8th day of September, 1999.

A parking facilities review committee consisting of representative of the Division, two (2) representatives of the Association, and representatives of the non-teaching Unions shall be appointed annually. This Committee shall:

- (i) Assess requests from school staffs regarding the establishment or extension of school parking lots and make recommendations to the Division related thereto;
- (ii) Review the Annual statement of income and expenditures and make recommendations to the Division related thereto, including the rental rates charged.

**THE WINNIPEG SCHOOL DIVISION NO. 1**

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\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Business Agent

### **CODE OF RULES**

#### **1.1 Class Size - Elementary School - Authorized Services**

It shall be the policy of the Board insofar as possible to maintain class size in the elementary schools approximately as follows:

- a. Kindergarten - up to twenty-five (25) pupils.
- b. Regular classes above kindergarten - a maximum of thirty-three (33) pupils.
- c. Special classes - such numbers as are determined from time to time.

#### **1.2 Secondary School Pupil-Teacher Ratio**

It shall be the policy of the Board to maintain a ratio of thirty (30) pupils to one (1) teacher in the junior high schools and twenty-five (25) pupils to one (1) teacher in the

senior high schools. In computing pupil-teacher ratio, all professional employees shall be counted as teachers. Insofar as possible the maximum class size in the secondary schools shall be thirty-five (35).

## **2.1 Duties of Principals**

The principal shall be responsible to the Superintendent for administering the general policies and programs of the Division, and for keeping the staff informed about such policies and programs. Subject to the provisions of "The Public Schools Act", the "Regulations of Manitoba Education", this "Code of Rules", and the directives contained in the "Administrative Manual", the principal shall be responsible for the detailed organization of the school, and for the supervision of all personnel working in the school.

In carrying out the above, the principal's powers and duties shall include responsibility for the following:

1. The assignment and supervision of teachers, and the supervision of the instructional program.
2. The general direction and supervision of the work of the custodial staff in the school.
3. The preparation of a list of instructions for the guidance of substitute teachers in the school.
4. Scheduling the time of Faculty of Education students in order that their student teaching will be most profitable to them. Such students shall not be used as regular substitutes for teachers who are absent from school.
5. Taking all reasonable precautions to safeguard the health and general well-being of the staff and pupils in the school. To this end, the principal shall see that pupils and staff are adequately trained to make effective any plans necessary for their safety.
6. The organization of the supervision of pupil activities in school buildings and on school grounds. The principal shall make provision for the supervision of the school during the noon recess and before assembling in the morning and immediately after dismissal in the afternoon. In elementary schools this shall be intended to include active supervision of the playground fifteen (15) minutes before commencement of classes in the morning and ten (10) minutes before commencement of classes in the afternoon on days when children are playing outside.
7. Activities sponsored and conducted by the student organization of the school. The principal shall accept no responsibility for students engaged in activities that are not part of the school program.
8. The organization and supervision of school patrols according to the regulations established for such patrols.
9. Seeing that all rules and regulations with respect to fire prevention and safety are carried out and that all personnel are familiar with "Instructions Relating to Fire Alarms and Fire Drills", "Fire Prevention and Safety" and "Civil Defense Regulations".
10. Seeing that first aid supplies are readily available.
11. The inspection of school grounds and school buildings to see that they are free from hazards which might cause accidents and to notify the proper authorities of any conditions which need to be remedied.

12. Keeping the Superintendent fully advised as to the conditions and needs of the school, and shall submit reports on pupil attendance, promotion, and other matters as required.

13. Evaluating the efficiency of each member of the teaching, clerical, caretaking and other staff, including substitute teachers, as required by the Superintendent and forwarding such reports to the Superintendent.

14. Arranging regular staff meetings for the purpose of discussing educational and administrative matters.

15. Being available as necessary, before school opening in the fall term, to meet with pupils, parents, and members of the supervisory staff.

16. The proper registration of pupils in the school and the maintenance of adequate records. It shall be the principal's responsibility to see that a pupil's records are forwarded upon request from the receiving school when the pupil transfers to another school.

17. Keeping copies of the "Administrative Manual" and the "Code of Rules" in the school up-to-date, and informing members of the staff of all revisions.

18. The administration of a system of accounting for all monies from student activities, from cafeterias, from student fees or fines, from entertainments, from gifts, or from other funds belonging to the school or the student body or any student group within the school. The administration of the School Fund shall be in accordance with the regulations adopted by the Board from time to time governing the holding, administering and expending of monies for the purposes of the school. He/she shall make provisions for the safe keeping of all monies belonging to the school or School Division.

19. Inspecting the condition of school property and immediately reporting serious damage to the Building Department and to the Police Department.

## **2.2 Duties of Vice-Principals**

The vice-principal shall assist the principal in the administration of the general policies, programs, and organization of the school. The vice-principal should submit to the principal any specific recommendations deemed necessary or desirable for the improvement of the efficiency of the administration of the school or the improvement of the instructional program.

## **2.3 Duties of Teachers Designated During Absence of a Principal**

During the absence of the principal of a school where there is no vice-principal, the Superintendent shall designate a member of the teaching staff of that school to assume the duties and responsibilities of the principal.

## **2.4 Duties of Teachers**

Teachers shall carry out their duties in accordance with the regulations of Manitoba Education and of the school system under the direction of the principal.

1. Teachers shall be responsible for taking all reasonable precautions to safeguard the health and general well-being of pupils in their charge and for any or all pupils of the school as assigned by the principal of the school. They shall enforce the rules governing the conduct of pupils as such rules may be prescribed by Manitoba

Education, the School Board, the Superintendent, or the principal. They shall establish conditions and practices in their classrooms that will contribute to the physical and mental health of the pupils and they shall report promptly to the principal any serious accident or illness affecting pupils in their charge.

2. Teachers shall register in person in their respective buildings and be on duty at least fifteen (15) minutes before the opening hour in the morning and five (5) minutes before the opening hour in the afternoon.

3. Teachers shall be responsible for the order in their rooms and the adjacent hall, and during the assembling or dismissing of the school shall, under the direction of the principal, supervise the movement of pupils to and from the room.

4. The following regulations shall be followed when a teacher is absent:

a) When a teacher is going to be absent, the teacher shall telephone the Absence Reporting and Substitute system or any other place that may be designated by the Administration and record the absence, the reason for the absence, and whether or not the absence requires a substitute, prior to 7:15 a.m. on the morning of the day on which the substitute is required.

b) If a teacher is going to cancel an absence previously recorded on the Absence Reporting and Substitute System, the teacher shall telephone the System to cancel. If the cancellation is less than 24 hours prior to the start of the absence, or part-way through the absence, the teacher shall telephone the System Help Line to cancel. In the case of a teacher returning in the afternoon, the teacher shall telephone the System Help Desk and the school before 11:00 a.m.

c) When, through the default of a teacher, a substitute reports for duty and is not required, the teacher concerned will be charged with the salary of the substitute, for the extra session.

d) When a teacher requires a substitute, for an absence other than illness, after permission for leave has been granted, the teacher shall make the request as far in advance as possible, stating the specific length of time for which the substitute will be required.

5. Teachers shall keep all records required.

6. In inclement weather teachers shall see that young pupils are properly clad before they are permitted to go outside and that outdoor clothing is removed when pupils are in the school.

7. Teachers shall require personal cleanliness from pupils.

8. Teachers shall administer any marking system or other means of evaluating pupils' achievement that may be instituted for the school and they shall report to parents the progress of their children as directed by the principal.

9. Unless expressly excused, teachers shall attend all meetings called by the Superintendent or principal during any school day for the purpose of discussing matters of concern to the school.

10. It shall be the responsibility of every teacher, insofar as it is reasonably possible, to see that adequate plans and instructions are available at any time when it is necessary for a substitute teacher to take over the regular work of the teacher.

11. Before leaving the school at the end of the day, teachers shall be responsible for seeing that all children under their direction are dismissed.



12. Under the direction of the principal, it shall be the duty of the teachers of each school to maintain regular supervision of the playground.

13. Teachers shall be familiar with bulletins and regulations issued by Manitoba Education and The Winnipeg School Division No. 1.

## **2.5 Duties of Department Heads**

Department heads in secondary schools shall be responsible, under the principal, for the improvement of instruction in their subject fields. Any administrative duties shall be subsidiary to this purpose. In executing their duties, department heads should seek to identify the needs and opportunities in their areas of responsibility, should make specific suggestions to the principal, and should work in co-operation with other teachers in their departments.

In carrying out the above, the duties of a department head shall include the following:

- a) To assist the principal, in co-operation with heads of other departments, in the general organization and management of the school.
- b) To be responsible to the principal for the organization and direction of the department.
- c) To supervise the preparation of:
  - i) Details of the courses of study; and
  - ii) The examinations for the department
- d) To maintain professional knowledge of the subject field at a high level in order to be able to provide leadership within the school and within the system.
- e) To arrange, in consultation with the principal, for meetings of the teachers in the department to discuss matters relating to the department and to exchange ideas on teaching problems.
- f) To prepare for the principal an annual statement for budget purposes of the supplies and equipment required for the department
- g) To requisition, through the principal, equipment and supplies for the department.
- h) To maintain a current inventory of the equipment in the department.
- i) To be responsible for the maintenance and care of equipment and supplies under the department head's charge.
- j) To maintain close liaison with department heads in the same field in other schools.
- k) To serve, along with department heads in the same field from other schools, on any advisory committees which may be established by the Assistant Superintendent in charge of Secondary Schools.

NOTE: Department heads in the Technical-Vocational High School shall have the following additional duties related to the Evening School Program: They shall advise and assist the Evening School principal in the planning of courses for their departments, in the selection of teachers, in the counselling of students, in the allotment and control of

supplies, in the testing and recording of student achievement and in the general supervision of the program in their departments. This is not intended, however, to require their regular presence in the school in the evening, nor is it intended to prevent their service as counsellor-registrars or as teachers at regular teaching rates if circumstances make it advisable for them to be so engaged.

## **2.6 Duties of Substitute Teachers**

Substitute teachers shall perform, as far as possible, all the duties of the teachers for whom they substitute and shall observe the regulations which apply to teachers on the regular staff. The details of their duties shall be those as set forth by the Superintendent.

## **2.7 Laboratory Assistants**

Laboratory assistants shall be responsible to the principal and the science department head, and shall carry out such duties as are assigned to them.

Without in any way restricting the generality of the foregoing, the laboratory assistant shall be responsible for:

1. Care of laboratory equipment
2. Preparation of laboratories for student experiments
3. Marking student laboratory notebooks.

## **3.1 Discipline - Pupils**

Teachers shall exercise such discipline as might be exercised by a kind, firm, and judicious parent, avoiding carefully all display of temper, abstaining from all contemptuous language and from ridicule, and from all modes of punishment calculated to injure the self-respect of the pupil. In this respect, teachers are enjoined to avoid strictly any uncomplimentary reference, however indirect, to the home of the pupil or to any member of the pupil's family.

## **4.1 Qualifications for Appointment as Teacher**

In making recommendations for appointments, the Superintendent shall give preference to those applicants with the highest qualifications. The qualifications required shall be a composite of those factors which are essential and desirable for a position on the teaching staff and shall include: educational qualifications, personal qualifications as determined through interviews and references, teaching experience, special qualifications or training required for a particular position, and any evidence of special experience or capacity that would contribute to the teacher's effectiveness in the Winnipeg schools.

## **4.2 Assignment of Staff**

A teacher shall be assigned to a specific position by or under the direction of the Superintendent, and may be transferred to any other position for which the teacher is qualified. Transfers which involve promotion or demotion of a teacher to, or in, or from administrative or supervisory positions shall be submitted to the Board for approval.

Each teacher shall be given at least twenty (20) teaching days' notice by registered mail of any intended reduction of the teacher's salary by reason of a change in the teaching position, and the rights of the teacher as provided in the individual teacher's contract, or of the Association as provided in the Collective Agreement shall be available to such teacher and/or the Association.

After two (2) years, no employee in an administrative or supervisory position shall suffer a reduction in salary or position until:

- a) First receiving notice in writing of the specific reason or reasons why such reduction in salary or position is contemplated, and
- b) Such employee shall have the opportunity of a hearing, and to make representation in person or through a representative to the Board in camera to answer the complaint.

### **4.3 Transfer of Employees**

Transfers may be made at the initiative of the Superintendent or other administrative officer or at the request of the teacher, and for any purpose which, in the judgment of the Superintendent, is best for the welfare of the teacher or the schools.

All requests for transfers, whether for the individual or for a subordinate, shall be submitted in writing with an explanation of the reasons for such a request.

An application for transfer from a teacher shall, upon request by the teacher, be considered confidential, until such time as it becomes necessary to confer with the teacher's present and prospective superior officers in making final decisions and arrangements.

### **4.4 Promotion**

The criteria and procedures used by The Winnipeg School Division No. 1 in the selection of personnel for appointment to principalships, vice-principalships, and other administrative positions shall be determined by the Superintendent. While preference will normally be given to candidates who best meet these criteria, consideration may also be given to candidates who are outstanding teachers and who meet the requirements for a certain position but who do not conform to all the established criteria. Therefore, while the following items are not completely definitive, they provide guidelines for making appointments.

**Experience** - Preference will be given to candidates who are intimately acquainted with many phases of the school system. Experience at different grade levels, in special programs, at different schools, and under different principals is desirable. Candidates who have a wide knowledge of the school system should be better suited, other factors being equal, to perform the administrative tasks. The amount of time necessary to gain a broad experiential background is considered to be at least ten (10) years' service in the school system.

**Education** - The minimum educational qualifications for appointment to an administrative position shall be the first bachelor's degree with one (1) year of graduate study in education (e.g., B.A., B.Ed.). Preference will be given to candidates who hold Masters' degrees.

**Scholarship** - Preference will be given to candidates who have attained at least second class standing in their last two (2) years of university education.

**Physical and Mental Fitness** - Candidates for administrative positions should be in good physical and mental health.

**Personal Factors** - Because testing instruments have not yet been developed which can measure an individual's personality, the assessment of this criterion depends upon the subjective judgment of the selectors. To maintain good interpersonal relationships, to make sound decisions, and to possess the necessary drive and enthusiasm to stimulate others, are some of the essential qualities of a good administrator. These supplement or

include the following factors in which candidates should rate high: leadership, ability to teach, character, interest in and liking for children, ability to get along with people, organizing and executive ability, tact and diplomacy.

In selecting personnel for appointment to administrative positions, the Superintendent may employ any or all of the following procedures: a test of analytical ability, a written analysis of a hypothetical educational situation, classroom visit from the Superintendent or one of the Superintendent's assistant's, a rating of administrative potential by the principal, and a personal interview.

## **5.1 Absence for Personal Business**

### a) Procedure for securing permission

Teachers shall not absent themselves from duty for reasons of personal business without first securing permission from the Superintendent. All requests for such approval shall be made through the principal on the form prescribed. In the case of an emergency where approval cannot be secured in advance, the teacher shall report to the principal at the earliest opportunity.

### b) Salary provisions

(i) When permission for leave has been granted no deductions from salary shall be made when teachers are absent for the following reasons:

1. To attend a convention or meeting of an organization with a program relevant to the teacher's work. (Limit, five (5) school days)
2. To deliver an address before an educational body.
3. To attend convocation to receive a university degree.
4. For the death of a member of the immediate family or a relative who was a member of the household, up to a maximum of five (5) days. Immediate family shall include a partner as defined in clause 9 (a)(i) herein. Full salary shall be deducted for absence for this purpose beyond five (5) days unless approved by the superintendent.
5. To attend the funeral of a relative outside the immediate family who was not a member of the household, an allowance of up to one (1) day.
6. For the death of a spouse's or partner's (as defined in clause (a)(i) below) mother, father, brother, sister, son, daughter up to a maximum of two (2) days.
7. For quarantine of place of residence, a period not exceeding five (5) days to permit the teacher to secure other accommodation and eliminate any possibility of carrying infection into the school.
8. For up to one (1) day in case of emergency illness in the family or household.
9. For up to one (1) day in the case of a teacher for either the birth of that teacher's child or children resulting from that teacher's spouse's or partner's pregnancy or the serious illness of that teacher's spouse or partner directly related to the pregnancy provided, however, if the entitlement to the leave is not taken then this entitlement shall cease two (2) days after the spouse or partner is discharged from hospital. Partner shall be defined as set out in clause 9 (i) below.

- i. For the purpose of Section 5.1 (b) (i), 4, 6 and 9, Partner shall be defined as being where a teacher establishes that he/she has been residing with a person of the same gender and has lived with that person in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as his/her spouse, that person shall be deemed to be the same gender partner of the teacher.
  10. For up to one (1) day for the purpose of adopting a child.
  11. For up to one (1) day in any case which the superintendent may determine as sufficient to warrant such leave.
- (ii) When permission for leave has been granted, deductions from salary will be made when teachers are absent for the following reasons:
1. In the case of absence for an approved purpose, which involves financial recompense for a teacher, the amount of this recompense may be deducted from the teacher's regular salary up to the amount that the teacher would have earned during the period of absence.
  2. In the case of absence for a purpose, including personal business, approved by the Superintendent, a teacher may receive regular salary less the rate for a substitute in the teacher's salary classification.
  3. In the case of absence for a short leave granted for study approved by the Superintendent, allowances shall be made as follows:
    - i) No deduction if the teacher is in receipt of a School Division bursary or has been specially requested by the School Division to undertake a course.
    - ii) No deduction for first five (5) days, the minimum rate for a substitute on the same class for the next five (5) days, and, for each day thereafter, the actual cost of the substitute.

## **5.2 Leave of Absence**

- a) Any teacher may be granted leave of absence for study for one (1) year and such leave may be extended if necessary to complete a program of study. Teachers who have not completed two (2) years of service shall not be eligible for leave of absence for any reasons other than study or illness.
- b) Teachers who have completed two (2) years of service shall be eligible for leave of absence for study or for other purposes subject to the following:
  1. All requests for leave of absence shall be made through the principal by letter to the Superintendent for referral to the Board.
  2. Applications for leave of absence for the ensuing school year shall be filed with the Superintendent not later than the last teaching day in April. Where leave is requested during the school year, applications shall be filed with the Superintendent, where possible, at least thirty (30) days prior to date on which leave is requested.
  3. Leave of absence may be granted for a period not to exceed one (1) year. Applications for extension of leave will be accepted subject to any special regulations governing the type of leave requested.

4. Teachers granted leaves of absence will be provided, at the termination of the leave, the same or a comparable position to that held immediately preceding the taking of leave provided the teacher on leave notifies the Division no later than the first teaching day in April in any school year prior to the next school year of their intention to return to teach in the Division. Where a teacher has failed to notify the Division by the first teaching day of April of his/her intention to return, that teacher will be notified no later than May 31 that their contract has been terminated.
5. Leave of absence may be granted for reasons of health or for partial or suspected disability. Such applications shall be supported by a report from the teacher's medical attendant setting forth the diagnosis.
6. Leave of absence may be granted for personal reasons such as illness in teacher's family, provided that the maximum period for which such leave may be extended shall be limited to three (3) years.
7. Leave of absence may be granted in order that teachers may engage in educational work other than teaching provided that leave for this purpose shall be limited to one (1) year.
8. Teachers may be granted leave of absence for the purpose of undertaking a teaching assignment sponsored by the Department of External Affairs of the Government of Canada or other similar assignments provided that the maximum period for which such leave may be extended shall be limited to three (3) years.
9. Teachers may be granted leave of absence to engage in teaching elsewhere when in the opinion of the School Division, there are extenuating circumstances to warrant the granting of such leave. Leave for this purpose shall be limited to one (1) year.
10. Teachers may be granted leave of absence to engage in an occupation other than teaching, (provided that leave for this purpose shall be limited to one (1) year) when, in the opinion of the School Division, there are extenuating circumstances to warrant the granting of such leave. Leave for this purpose shall be limited to one (1) year.
11. Teachers may, upon filing a prior written request with the Division and furnishing proof of the reason for the request, be granted a leave of absence without pay up to a maximum of ten (10) weeks for parental leave.
12. Leave of absence may be granted for temporary service in the armed forces during peace time.
13. Time spent on leave of absence shall not be used for determining entitlement to annual salary increments, except as provided in Article 9.04(a) of the collective agreement.

**APPENDIX A - POLICY - GCBD - SUBJECT:  
LEAVE OF ABSENCE - APPROVAL DATE:  
December 8, 1987 - REVISION DATE: October 22,  
1991**

**1. MATERNITY LEAVE\POLICY**

## **1.1 General**

1.1.1 An employee who is pregnant is eligible for maternity leave without pay. Every effort will be made by the Division in conjunction with the employee's attending physician to protect the health and safety of the pregnant employee.

1.1.2 Employees must submit an application in writing for maternity leave at least four (4) weeks before the date specified in the application as the day the leave is to commence.

1.1.3 Employees must provide the Division with a certificate from a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of delivery.

1.1.4 Maternity leave shall consist of a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate referred to in 1.1.3.

1.1.5 Maternity leave shall consist of a period, of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate referred to in 1.1.3 and the actual date of delivery, if the delivery occurs after the date specified in the certificate.

## **1.2 Commencement And Termination Dates Of Leave**

Maternity leave granted to an employee in accordance with Section 1.1. shall commence no earlier than seventeen (17) weeks preceding the date specified in the certificate referred to in 1.1.3 and shall terminate no later than seventeen (17) weeks following the actual date of delivery.

## **1.3 Special Leave Related To Pregnancy**

An employee who does not submit an application for maternity leave in accordance with clause 1.1.2, but who except for the non-compliance with that clause would have been eligible for maternity leave, is entitled to and shall be granted leave consisting of:

1.3.1 such period or periods within the seventeen (17) weeks immediately preceding the estimated date of delivery as certified by a duly qualified medical practitioner, if the Division is provided with a certificate from a duly qualified medical practitioner stating that during the period or periods mentioned in the certificate the employee:

- (i) was incapable of performing the normal duties of employment, or
- (ii) will be incapable of performing the normal duties of employment,

by reason of a medical condition that is or was directly attributable to her pregnancy;

1.3.2 such further period granted under 1.3.1 when added to the leave granted under clause 1.3.1 will not exceed the amount of maternity leave to which an employee is entitled.

## **1.4 Special Entitlement to Leave**

An employee who does not apply for maternity leave under subsection 1.1.2 or 1.3.1 shall be granted leave for a period not exceeding the period of maternity leave to which she is entitled under subsection 1.1.4 or 1.1.5.

## **1.5 Limitation**

Notwithstanding anything contained in subsections 1.3 and 1.4, leave granted to an employee under any of those subsections shall terminate no later than seventeen (17) weeks following the actual date of delivery.

## **1.6 Parental Leave (Maternity)**

1.6.1 An employee who becomes the natural mother of a child is eligible for parental leave without pay.

1.6.2 Employees must submit an application in writing for parental leave at least four (4) weeks before the date specified in the application as the day the leave is to commence.

1.6.3 Employees taking parental leave in addition to maternity leave must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave.

1.6.4 Parental leave shall consist of a period not exceeding seventeen (17) consecutive weeks.

## **1.7 Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

## **1.8 Employment Deemed Continuous**

For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with Sections 1.1 and 1.6, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

## **1.9 Additional Personal Leave for Staff**

Additional personal leave following parental leave may be granted to an employee provided mutually satisfactory agreement can be concluded between the Division and the employee.

## **1.10 Authorization for Leave**

The Chief Superintendent or designee is authorized to grant leaves in accordance with the Maternity Leave section, with the exception that additional leave requested in accordance with Section 1.9 beyond twelve (12) weeks, shall require approval of the Board.

## **2. Parental Leave (Paternity)**

### **2.1 General**



2.1.1 An employee who has become the natural father of a child or assumes actual care and custody of his newborn child is eligible for paternity leave without pay.

2.1.2 Employees must submit an application in writing for paternity leave at least four (4) weeks before the date specified in the application as the day the leave is to commence.

2.1.3 Paternity leave shall consist of a period not exceeding seventeen (17) weeks as detailed in 2.2 following.

## **2.2 Commencement of Paternity Leave**

Paternity leave shall commence no later than the first anniversary date of the birth of the child or of the date on which the child comes into the actual care and custody of the employee.

## **2.3 Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

## **2.4 Employment Deemed Continuous**

For the purpose of calculating pension and other benefits of an employee to who leave is granted in accordance with this section, employment after the termination of the leave shall be deemed to be continuous with employment before the commencement of the leave.

## **2.5 Additional Personal Leave**

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

## **2.6 Authorization for Leave**

The Chief Superintendent or designee shall be authorized to grant leaves in accordance with the Paternity Leave Section, with the exception that additional leave requested in accordance with Section 2.5 beyond twelve (12) weeks shall require approval of the Board.

# **3. PARENTAL LEAVE (ADOPTIVE)**

## **3.1 General**

3.1.1. An employee who has adopted a child is eligible for adoptive leave without pay.

3.1.2 Employees must submit an application in writing for adoptive leave at least four (4) weeks before the day specified in the application as the day the leave is to commence.

3.1.3 Adoptive leave shall consist of a period, not exceeding seventeen (17) weeks as detailed in 3.2 following.

### **3.2 Commencement of Leave**

Adoptive leave shall commence no later than the first anniversary date of the adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

### **3.3 Special Entitlement to Leave**

An employee who fails to comply with clause 3.1.2 is entitled to, and upon application to the Division shall be granted, the adoption leave detailed in clause 3.1.3 or such portion of the leave which has not expired at the time the application is made.

### **3.4 Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Division in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

### **3.5 Employment Deemed Continuous**

For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of the leave shall be deemed to be continuous with employment before the commencement of the leave.

### **3.6 Additional Personal Leave**

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

### **3.7 Authorization for Leave**

The Chief Superintendent or designee shall be authorized to grant leaves in accordance with the Adoptive Leave Section, with the exception that additional leave requested in accordance with Section 3.6 beyond twelve (12) weeks shall require approval of the Board.

## **4. Leave of absence - Teaching/Clinical Staff**

4.1 Employees of the teaching/clinical staff who have not completed one (1) year of service, will not be granted a leave of absence in accordance with Section 4.3 by the Board except for study or illness.

4.2 Employees of the teaching/clinical staff who have completed one (1) year of service, may be granted leave of absence by the Board in accordance with section 4.3 of this policy.

### **4.3 Leaves of Absence**

4.3.1 Leave of absence may be granted for a period not to exceed one (1) year. Applications for extension of leave will be accepted subject to any special regulations governing the type of leave requested.

4.3.2 Leave of absence may be granted for reasons of health or for partial or suspected disability. Such applications shall be supported by a report from the employee's medical doctor setting forth a diagnosis.

4.3.3 Leave of absence may be granted for personal reasons such as illness in the employee's family, provided that the maximum period for which such leave may be extended shall be limited to three (3) years.

4.3.4 Leave of absence may be granted in order that employees may engage in educational work other than teaching provided that leave for this purpose shall be limited to one (1) year.

4.3.5 Employees may be granted leave of absence for the purpose of undertaking a teaching assignment sponsored by the Department of External Affairs of the Government of Canada or other similar assignments provided that the maximum period for which such leave may be extended shall be limited to three (3) years.

4.3.6 Employees may be granted leave of absence to engage in teaching elsewhere when in the opinion of the school Division, there are extenuating circumstances to warrant the granting of such leave. Leave for this purpose shall be limited to one (1) year.

4.3.7 Leave of absence may be granted for temporary service in the armed forces during peace time.

4.3.8 Time spent on leave of absence shall not be used for determining entitlement to annual salary increments, except as provided in the current collective agreement.

#### **4.4 Definition**

For the purposes of Section 4, Teaching/Clinical staff shall include teachers, clinicians, Principals, Vice-Principals, Area Service Directors, Consultants, the Chief Librarian and the Service Director of Special Education.

#### **4.5 Authorization for Leave**

The Chief Superintendent or designee shall be authorized to grant leaves in accordance with this section with the exception that leaves requested for a period beyond twelve (12) weeks shall require approval of the Board.

### **5. Leave of Absence - Support Staff**

5.1 Support Staff who have not completed one (1) year of service will not be granted leave of absence in accordance with Section 5.2, except for illness.

5.2 Support Staff who have completed one (1) year of service may be granted leave of absence for a period of one (1) year with subsequent extensions to a maximum of three (3) years for any reason.

5.3 Conditions for Leave

5.3.1 Employees granted leave under this section are guaranteed a position upon return, but not necessarily the same position occupied prior to the leave or a position in the same classification.

5.3.2 Employees returning from leave into a position of lesser classification shall receive salary according to the scale for the lower classification.

5.3.3 Employees placed in a position of lesser classification upon return from leave shall be given preference for placement into the first position which becomes available in their former classification.

## **5.4 Authorization for Leave**

The Chief Superintendent or designee shall be authorized to grant leaves in accordance with this section, with the exception that leave requested for a period beyond twelve (12) weeks shall require approval of the Board.

## **6. Long Service Leave**

### **6.1 Leave of Absence - 25 Years' Service**

Twenty (20) working days' leave of absence with pay may be granted by the Board to employees of the School Division other than teachers and employees in the Administrative Salary Classes 1-10 and 11-20 after they have been in the continuous service of the Division for twenty-five (25) years or more subject to the following conditions:

- i) that a written application shall be made by such employees for this leave of absence;
- ii) that each application shall be dealt with on its own merits;
- iii) that such leave be granted subject to the exigencies of the service; and
- iv) that such leave may be granted in addition to the employee's regular annual holidays with pay.

### **6.2 Long Service Leave - Administrative Salary Classes 1-10**

Employees in the Administrative 1-10 salary classes who have completed fifteen (15) years of service with the Division shall accumulate long service leave to their credit at the rate of one (1) day per year of service retroactive to the employee's start date. Such leave is to be taken subject to the following conditions:

- i) that a written application shall be made by such employees for this leave of absence;
- ii) that each application shall be dealt with on its' own merits;
- iii) that such leave be granted subject to the exigencies of the service; and
- iv) that such leave may be granted in addition to the employee's regular annual holidays with pay.

### **6.3 Deferred Long Service Leave - Administrative Salary Classes 11-20**

Employees in Administrative Salary Classes 11 to 20 inclusive who have completed seven (7) years of service with the Division shall accumulate deferred long service leave to their credit at the rate of one (1) day for each year of service, prior to January 1, 1987 and four (4) days of long service leave for each year of service subsequent to January 1,

1987, such leave to be taken at the discretion of the employee subject to the exigencies of the service, and provided that the employee's service has not been terminated for just cause.

## **7. Personal Business Leave**

### **7.1 Teaching/Clinical Staff**

7.1.1 The Chief Superintendent or designee shall be authorized to grant short leaves of absence to Teaching/Clinical staff in accordance with this section as follows:

7.1.2 Emergency illness in the family or household or family emergency - allow one (1) day and deduct up to four (4) days at substitute rate. In special cases, allow one (1) day and deduct up to ten (10) days at substitute rate.

7.1.3 Death - member of immediate family or a relative who was a member of the household allow up to five (5) days; grandparents, grandchildren allow up to two (2) days in town, three (3) days out of town; deduct additional days up to five (5) days absence at substitute rate; mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law allow up to two (2) days; deduct additional days up to five (5) days absence at substitute rate.

7.1.4 To attend funeral of: a relative outside the immediate family who was not a member of the household allow up to one (1) day; deduct additional days up to five (5) days absence at substitute rate; friend - deduct at substitute rate; participant in ceremony (soloist, etc.) allow one-half (1/2) day in town, one (1) day out of town; pallbearer allow one (1) day.

7.1.5 For observance of religious holy days allow two (2) days per year and deduct at substitute rate for remainder.

The Chief Superintendent or designee, upon review of the request, may grant short leaves of absence to teaching/clinical staff in accordance with the following:

7.1.6 Writing exams for university standing allow one-half (1/2) day per exam up to two (2) exams. For three (3) or more exams (half-days) deduct excess at substitute rate.

7.1.7 Studying for exams: deduct at one two-hundredths (1/200) of annual salary.

7.1.8 Convocation: Own allow one-half (1/2) day in town, one (1) day out of town; excess at substitute rate. Immediate family allow one-half (1/2) day plus one-half (1/2) day at substitute rate; excess at one two-hundredths (1/200) of annual salary.

7.1.9 Graduation (High School): immediate family allow up to one day.

7.1.10 For study (in early summer sessions, etc.) on bursary or course undertaken at School Division's request - allow. Other study allow five (5) days; deduct at substitute rate for next five (5) days; remainder at actual cost of substitute.

7.1.11 To attend a convention or meeting of an organization with a program relevant to the teachers' position allow up to five (5) days.

7.1.12 To deliver an address before an educational body - allow.

7.1.13 Approved absence which involves financial recompense for a teacher - amount of recompense may be deducted.

- 7.1.14 Adjudicating at festivals, etc. deduct at substitute rate.
- 7.1.15 Public service meetings e.g. council, school board, etc. deduct at substitute rate.
- 7.1.16 Musical festival (own performance) deduct at substitute rate.
- 7.1.17 Participation in sports for representatives of the city in semi-final or final provincial competition, or representatives of the Province in semi-final or final National competition deduct at substitute rate; for members of National teams of Canada in International competition allow; other approved requests deduct at one two-hundredths (1/200) of annual salary.
- 7.1.18 Wedding: own - deduct up to three (3) days at substitute rate. Permission may be granted for up to (5) days except in weeks when a holiday occurs, fourth (4th) and fifth (5th) days at one two-hundredths (1/200) annual salary; in immediate family - in town one-half (1/2) day substitute rate, out of town one (1) day at sub-rate. Deduct at one two hundredths (1/200) annual salary for excess.
- 7.1.19 Adopting a child allow one (1) day.
- 7.1.20 Moving deduct at one-two hundredths (1/200) of annual salary.
- 7.1.21 Approved late return from travel (or early departure) deduct at one two-hundredths (1/200) of annual salary.
- 7.1.22 For quarantine of place of residence allow up to five (5) days.
- 7.1.23 Curriculum committee meetings no deduction; cost of substitute charged to Manitoba Education.
- 7.1.24 The Chief Superintendent has authority to grant personal leave in other special circumstances for up to one (1) day with no deductions from salary or with deduction at substitute rate or one two-hundredths (1/200) of annual salary.

## **7.2 Support Staff**

7.2.1 The Chief Superintendent or designee shall be authorized to grant short leave of absence to support staff in accordance with this section as follows:

7.2.2 Emergency illness in the family or household or family emergency allow one (1) day and deduct up to four (4) days at minimum rate. In special cases allow one (1) day and deduct additional days up to ten (10) days absence at minimum rate.

7.2.3 Death: member of immediate family or a relative who was a member of the household allow up to five (5) days; grandparents, grandchildren allow up to two (2) days in town, three (3) days out of town; deduct additional days up to five (5) days absence at minimum rate; mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law allow up to two (2) days, deduct additional days up to five (5) days absence at minimum rate.

7.2.4 To attend funeral of: a relative outside the immediate family who was not a member of the household allow up to one (1) day; deduct additional days up to five (5) days absence at minimum rate; friend deduct at minimum rate; participant in ceremony (soloist, etc.) allow one-half (1/2) day in town, one (1) day out of town; pallbearer allow one (1) day in town, one and one-half (1-1/2) days out of town.

7.2.5 For observance of religious holy days allow two (2) days per year. Deduct at minimum rate for remainder.

The Chief Superintendent or designee, upon review of the request, may grant short leaves of absence to Support Staff in accordance with the following:

7.2.6 Writing exams for university standing allow one-half (1/2) day per exam up to two (2) exams. For three (3) or more exams (half-days) deduct excess at minimum rate.

7.2.7 Studying for exams - deduct full salary.

7.2.8 Convocation: own - allow one-half (1/2) day in town, one (1) day out of town; excess at minimum rate; immediate family allow one-half (1/2) day plus one-half (1/2) day at minimum rate; excess at full salary.

7.2.9 Graduation (High school): immediate family allow up to one day.

7.2.10 To attend a convention or meeting of an organization with a program relevant to the employee's position allow up to five (5) days.

7.2.11 To deliver an address before an educational body - allow.

7.2.12 Approved absence which involves financial recompense for an employee - amount of recompense may be deducted.

7.2.13 Adjudicating at festivals, etc. - deduct at minimum rate.

7.2.14 Public Service Meetings e.g. council, school board, etc. - deduct at minimum rate.

7.2.15 Musical festival (own performance) - deduct at minimum rate.

7.2.16 Participation in sports: for representatives of the city in semi-final or final provincial competition, or representatives of the Province in semi-final or final National competition deduct at minimum rate; for members of National teams of Canada in international competition allow; other approved requests deduct at full salary.

7.2.17 Wedding: own - deduct up to three (3) days at minimum rate. permission may be granted for up to five (5) days except in weeks when a holiday occurs, fourth (4th) and fifth (5th) days at full salary; immediate family in town one-half (1/2) day at minimum rate, out of town one (1) day at minimum rate. Deduct at full salary for excess.

7.2.18 Adopting a child allow one (1) day.

7.2.19 Moving: deduct full salary.

7.2.20 Approved late return from travel (or early departure) - deduct full salary.

7.2.21 For quarantine of place of residence - allow up to five (5) days.

7.2.22 The Chief Superintendent has authority to grant leave in other special circumstances for up to one (1) day with no deductions from salary or with deduction of minimum rate or full salary.

### **7.3 Extension of Vacation/Holiday**

Personal Business leave shall not be granted for the purpose of extending vacation or holiday time.

### **7.4 Deduction Definitions**

7.4.1 For the purposes of section 7.1 "Substitute rate" means the rate of salary for a substitute in the teachers' salary classification.

7.4.2 For the purposes of section 7.2, "Minimum rate" means the minimum schedule rate for the employee's classification.

7.4.3 For the purposes of sections 7.1 and 7.2, "Allow" means no deduction of salary.

7.4.4 For the purpose of section 7.1 Teaching/Clinical staff shall include teachers, clinicians, Principals, Vice-Principals, Area Service Directors, Consultants, the Chief Librarian and the Service Director of Special Education.

### **7.5 Leave Requests**

7.5.1 Employees are required to complete "Request for Short Leave of Absence Forms", Exhibits E(1) and E(2), and secure permission from the Division prior to taking any such leave, except in emergency situations.

7.5.2 In emergency situations, the employee shall report to his/her supervisor at the earliest opportunity.

### **7.6 Reporting Leaves**

Principals or supervisors shall report reasons for absences for personal business in the "remarks" column of the salary report.

### **7.7 Absence of Principals and Vice-Principals**

7.7.1 The Chief Superintendent shall submit reports to the Board regarding the absence of principals or vice-principals which are in excess of one (1) week.

7.7.2 Any principal or vice-principal who expects to be out of the school for one-half (1/2) day or more shall inform the appropriate Superintendent.

7.7.3 Any principal or vice-principal who is absent because of illness or personal business shall call the superintendent in the morning of the day the absence commences and again on the day of return to duty. The nature of the illness and an estimate of the length of absence should be reported to the superintendent.

### **7.8 Court Appearances**

Employees will be granted leave without deduction of salary for court appearances if the employee is subpoenaed by the Crown to be a witness in a court action or is summoned for jury duty, provided however, the employee shall remit to the Division any remuneration which the employee may receive because of an appearance in court as a witness or as a juror.

### **7.9 Citizenship Leave**



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

### **7.10 Employees Under Collective Agreements**

Where an employee under a collective agreement has a leave entitlement which is greater than the entitlement specified in this policy, provisions of the collective agreement shall apply.

## **8. Exchange Leave**

8.1 The Chief Superintendent shall be authorized to approve exchanges made by members of the Winnipeg teaching staff with teachers from other jurisdictions.

## **9. Employees Covered by Collective Agreements**

9.1 Where provisions regarding leave of absence exist within a collective agreement, they shall apply.

### **Legislative Requirements:**

1. Section 48(5) of the Public Schools Act, Chapter P250 of the Statutes of Manitoba applies to the granting of Leaves of Absence.
2. Section 43.1(1) of the Workplace Safety and Health Act, Chapter W210 of the Statutes of Manitoba applies to the granting of leave.

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