

COLLECTIVE AGREEMENT BETWEEN

THE WINNIPEG SCHOOL DIVISION

- and -

**THE WINNIPEG TEACHERS' ASSOCIATION
of THE MANITOBA TEACHERS' SOCIETY**

July 1, 2009 - June 30, 2010

04917 (14)

COLLECTIVE AGREEMENT BETWEEN
THE WINNIPEG SCHOOL DIVISION
AND
THE WINNIPEG TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

ARTICLE	<u>TABLE OF CONTENTS</u>	PAGE
SECTION A - GOVERNANCE		
1	PURPOSE	1
2	BARGAINING AGENT	1
3	DURATION OF AGREEMENT	1
4	APPLICABILITY OF REGULATIONS, BY-LAWS, AND CODE OF RULES	2
5	INDIVIDUAL TEACHERS CONTRACT	2
6	DEDUCTION OF FEES	2
6.01	Deduction of Winnipeg Teachers' Association Fees	2
6.02	Deduction of Manitoba Teachers' Society Fees	3
7	SINGULAR/PLURAL	4
8	PROVISIONS FOR SETTLEMENT OF DISPUTES DURING CURRENCY OF AGREEMENT	4
8.01	Committee on Adjustments.....	4
8.02	Grievance Procedure.....	4
SECTION B - DETERMINATION OF SALARY/RATES		
9	SALARY SCHEDULE FOR TEACHERS NOT IN ADMINISTRATIVE POSITIONS	5
9.01	Basic Salary Schedule	5
9.02	Educational and/or Professional Qualifications Hereinafter Referred to as Qualifications	6
9.03	Clinicians	7
9.04	Teaching Experience	7

ARTICLE		PAGE
9.05	Method of Determining Basic Salary Entitlement	8
	(a) Application of Retroactive Salary Adjustments.....	8
	(b) Increments	8
	(c) Reclassification Due to Additional Qualifications	9
	(d) Reclassification Due to a Change in Evaluation or a Re-evaluation of Qualifications	9
	(e) Placement of Teachers of Vocational Subjects	10
9.06	Part-time Teachers and Pro Rata of Allowance	10
9.07	Payment of Salaries	10
9.08	Direct Deposit of Salaries	12
10	SALARY SCHEDULE FOR PRINCIPALS AND VICE-PRINCIPALS	12
10.01	Salary Schedules	12
	(a) Salary Schedule for Principals	12
	(b) Salary Schedule for Vice-Principals	13
10.02	Provisions Governing the Application of the Salary Schedules Set Forth in Article 10.01 (a) and (b) shall be as follows:	13
	(a) Initial Salary and Increments for Principals & Vice-Principals	13
	(b) Classification of Schools	14
	(c) Establishment of Principalships and Vice-Principalships	14
	(d) Reclassification of Principals and Vice-Principals.....	15
	(e) Administrative Replacements	15
11	SALARY SCHEDULE FOR SERVICE DIRECTOR (SPECIAL EDUCATION). AREA SERVICE DIRECTOR	15
11.01	Salary Schedule.....	15
	(a) Service Director (Special Education)	15
	(b) Area Service Directors Child Guidance Clinic	15
11.02	Provisions Governing the Application of the Salary Schedule Set Forth in Article 11.01 (a), (b), (c) shall be as follows:	15
	(a) Initial Salary and Increments for Service Director (Special Education) and Area Service Directors.....	15
	(b) Work Year for Service Director (Special Education) and Area Service Directors	16
12	SALARIES FOR PRINCIPAL, VICE-PRINCIPAL AND ADMINISTRATIVE POSITIONS.....	16
13	SALARY SCHEDULE FOR CONSULTANTS	16
13.01	Salary Schedule	16
	(a) Consultants.....	16
13.02	Provisions Governing the Application of the Salary Schedule Set Forth in Article 13.01 shall be as follows:	16
	(a) Initial Salary and Increments for Consultants	16

ARTICLE		PAGE
14	SALARY SCHEDULE FOR LABORATORY ASSISTANTS.....	17
14.01	Salary Schedule Laboratory Assistants.....	17
15	INTEREST ON RETROACTIVE SALARY.....	18
SECTION C - ALLOWANCES AND RATES		
16	ALLOWANCES FOR TEACHERS NOT IN ADMINISTRATIVE POSITIONS	18
16.01	Allowances For Department Heads/Team Leaders	18
16.02	Allowance to a Designated Teacher During the Absence of the Principal	19
16.03	Allowance For Travel	19
17	SALARY RATES FOR AUXILIARY PERSONNEL	19
17.01	(a) Teacher of English as an Additional Language	20
	(b) Adult English Additional Language Head Teacher	20
17.02	(a) Summer School Teachers and Principals	20
	(b) Summer School Laboratory Assistants	20
17.03	Substitute Teachers	20
SECTION D - BENEFIT PLANS		
18	INSURANCE	22
18.01	Group Insurance.....	22
18.02	Disability Insurance Plan.....	22
18.03	Dental Insurance	22
SECTION E - WORKING CONDITIONS		
19	LAY OFF PROCEDURE.....	23
19.01	(a) Training	23
	(b) Academic Qualification.....	23
	(c) Experience.....	23
	(d) Ability of Teachers.....	23
	(e) Continuous Employment.....	23
20	LEAVES	25

ARTICLE	PAGE
20.01	(a) Cumulative Sick Leave25
	(b) Certificates for Absence Due to Illness26
20.02	Leave for Pregnant Teacher27
20.03	Sabbatical Leave27
20.04	Leave for Professional Business28
20.05	Maternity Leave/Adoptive Leave/Parental Leave29
20.06	Absence for the Purpose of Writing Examinations30
20.07	Court Appearances 30
20.08	Application of Teacher Lay off Procedure Article While on Leave 31
20.09	Religious Holy Leave 31
21	PREPARATION TIME 31
22	MEAL PERIOD 32
23	TWELVE MONTH SCHOOL YEAR 32
23.01	(a) Standard School Year 32
	(b) Centre Year 32
	(c) Standard Vacations 32
	(d) School Holidays 32
	(e) Cumulative Standard Vacation 32
24	EMPLOYMENT OF COUNSELLORS AND RESOURCE TEACHERS DURING THE SUMMER VACATION 34
25	PROVISIONS GOVERNING EMPLOYMENT OF CONSULTANTS 34
26	TRANSFERS 34
26.01	Voluntary Transfers 34
26.02	Division Initiated Transfers 34
27	PERSONNEL DEVELOPMENT PROGRAM 35
28	PARKING FACILITIES FOR EMPLOYEES 35
29	DISCIPLINE 35
29.01	Complaints 36
30	PERSONNEL FILES AND ADVERSE REPORTS 36
31	HARASSMENT 36

ARTICLE		PAGE
32	LISTS OF NAMES AND ADDRESSES	37
33	CONTRACTING OUT	37
34	POSITION NOT COVERED BY COLLECTIVE AGREEMENT	37
35	JOINT COMMITTEE	37
36	COMPASSIONATE CARE LEAVE.....	38
37	DEFINITIONS – Department of Education	38

THIS AGREEMENT made as of the day of A.D., 2010,

BETWEEN:

THE WINNIPEG SCHOOL DIVISION
("Hereinafter referred to as the "Division")

OF THE FIRST PART,

- and -

THE WINNIPEG TEACHERS' ASSOCIATION
of THE MANITOBA TEACHERS' SOCIETY
("Hereinafter referred to as the "Association")

OF THE SECOND PART.

SECTION A - GOVERNANCE

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.

2. **BARGAINING AGENT**

The Division recognizes the Association as the sole bargaining agent for all teachers in the employ of The Winnipeg School Division.

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. 2009 and shall remain in full force until June 30th, 2010 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 1st 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.

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 other applicable acts 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.

5. INDIVIDUAL TEACHER'S CONTRACT

- 5.01 (a) Each permanent teacher or clinician employed by the Division shall be required to execute a Teacher's Contract in the form attached hereto as Schedule "C".
- (b) Each teacher or 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 teacher's contract in the form attached hereto as Schedule "D".
- 5.02 Teachers employed by the Division under individual teacher contracts prior to December 18, 2004, shall be deemed to have signed the appropriate form of individual teacher contract under Article 5.01.

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 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) 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 Additional 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.

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.

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 Manitoba Labour Board 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.

SECTION B - DETERMINATION OF SALARY/RATES

9. SALARY SCHEDULE FOR TEACHERS NOT IN ADMINISTRATIVE POSITIONS

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

9.01 Basic Salary Schedule

- (a) 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.

BASIC ANNUAL SALARY SCHEDULE - Effective the 1st day of the fall term 2009, the following net salary schedule shall be implemented.

<u>Years of Teaching Experience</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	\$32,121	\$35,629	\$38,598	\$46,555	\$49,934	\$52,898	\$56,001
1	33,220	36,775	40,439	48,797	52,182	55,627	58,204
2	34,837	38,614	42,371	51,475	54,865	58,314	61,242
3	36,453	40,465	44,947	54,169	57,549	61,117	64,364
4	38,089	42,543	47,647	56,932	60,326	64,032	67,651
5	39,702	44,670	50,345	59,771	63,222	67,051	70,929
6	41,294	48,039	54,790	62,610	66,201	70,219	74,207
7				65,488	69,163	73,385	77,521
8				68,285	72,080	76,547	80,845
9				72,061	76,099	80,696	85,012

BASIC ANNUAL SALARY SCHEDULE - Effective the 1st day January 2010, the following net salary schedule shall be implemented.

<u>Years of Teaching Experience</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	\$32,449	\$35,954	\$38,925	\$46,880	\$50,259	\$53,222	\$56,329
1	33,547	37,100	40,765	49,122	52,506	55,950	58,530
2	35,164	38,940	42,371	51,800	55,191	58,637	61,242
3	36,778	40,789	44,947	54,494	57,876	61,321	64,364
4	38,411	42,644	47,647	57,257	60,648	64,032	67,651
5	40,026	44,670	50,345	60,098	63,479	67,051	70,929
6	41,619	48,365	55,114	62,935	66,318	70,219	74,207
7				65,772	69,163	73,385	77,521
8				68,285	72,080	76,547	80,845
9				72,385	76,424	81,019	85,338

(b) Appendix "A" attached hereto is the salary in effect which includes the dental plan.

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

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.

9.03 Clinicians

Each clinician subject to the provisions of the Collective Agreement and employed by the Division on or after January 1st, 1981, will be classified by the Professional Certification and Student Records Unit of Manitoba Education, Citizenship and Youth of the Province of Manitoba, and the Division will, if the clinician was hired before January 1st, 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 Professional Certification and Student Records Unit. Clinicians employed by the Division prior to January 1st, 1981 who improve their qualifications after December 31st, 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 Professional Certification and Student Records Unit 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, Citizenship and Youth 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, Citizenship and Youth; 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, Citizenship and Youth (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 (1) month's absence;
- 40 to 59 days equals two (2) month's 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 (1) 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 subsection 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 16th to 31st inclusive or January 1st to 15th inclusive, shall not receive an increment before the first 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:

- (1) 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
- (2) The teacher has provided evidence to the Division that the request for change in classification has been made to Manitoba Education, Citizenship and Youth,
- (3) When the Division has received notification from Professional Certification and Student Records Unit, Manitoba Education, Citizenship and Youth, confirming a teacher's 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 the Professional Certification and Student Records Unit, Manitoba Education, Citizenship and Youth.

(ii) Notwithstanding the foregoing, the following time lines 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, Citizenship and Youth 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 Professional Certification and Student Records Unit of Manitoba Education, Citizenship and Youth 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, Citizenship and Youth 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

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.

(c) Part time teachers who participate in professional development activities, school opening administration day, and parent-teacher interviews during the instructional school day when requested by the Principal and approved by the Superintendent shall receive per diem or portion thereof for time spent over and above their regularly scheduled teaching time during the instructional school day. Time in lieu of compensation may be given if mutually agreed upon between the teacher and the Principal.

9.07 Payment of Salaries

(a) 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 (1/12th) 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 (1/200th) 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 (1/12th) of the applicable annual salary rate for each full month, or a portion of one-twelfth (1/12th) 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 (1/12th) 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:

$$\frac{\text{Number of equivalent full days taught in Fall Term} - \text{Number of equivalent full days previously paid for Fall Term}}{\text{Number of teaching days in school year}} \times \text{Annual Salary Rate for Fall Term}$$

- (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:

$$\frac{\text{Number of equivalent full days taught in school year} - \text{Number of equivalent full days previously paid for school year}}{\text{Number of teaching days in school year}} \times \text{Annual Salary Rate for Spring Term}$$

- (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 ($1/200^{\text{th}}$) 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 ($1/12^{\text{th}}$) of the annual salary for each full month of service and a portion of one-twelfth ($1/12^{\text{th}}$) 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.

9.07 (b) **Payment of Salaries Effective September 1, 2010**

Effective September 1, 2010, 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-twenty-fourth ($1/24^{\text{th}}$) of the annual salary rate payable for each of the months of September to August 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 **twenty-four (24)** more or less equal installments, less deduction at one two-hundredth ($1/200^{\text{th}}$) for any days for which salary is not payable, each installment to be payable on or before the 15th and on the last banking day of each of the months of September to August, both inclusive;

(ii) Those teachers who teach only the fall term or portion thereof, will be paid on the basis of one-twenty-fourth ($1/24^{\text{th}}$) of the applicable annual salary rate for each full semi-monthly period, or a portion of one-twenty-fourth ($1/24^{\text{th}}$) of the applicable annual salary rate for the portion or percentage of each semi-monthly period taught. For each month the teacher is employed in the months of September to December, one-twenty-fourth ($1/24^{\text{th}}$) of the annual salary or portion thereof will be payable on or before the 15th and the last banking day of the month and a final adjustment will be payable based on the following formula:

$$\frac{\text{Number of equivalent full days taught in Fall Term} - \text{Number of equivalent full days previously paid for Fall Term}}{\text{Number of teaching days in school year}} \times \text{Annual Salary Rate for Fall Term}$$

(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 **twenty-four (24)** more or less equal installments each payable on or before the 15th and on the last banking day in each of the months

of September to August 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:

$$\frac{\text{Number of equivalent full days taught in school year} - \text{Number of equivalent full days previously paid for school year}}{\text{Number of teaching days in school year}} \times \text{Annual Salary Rate for Spring Term}$$

(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 (1/200th) 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 (1/12th) of the annual salary for each full month of service and a portion of one-twelfth (1/12th) of the annual salary for each portion or percentage of a month of service. These payments shall be made in two (2) more or less equal parts on the 15th and on the last banking day of the month,

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.

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.

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

10.01 **Salary Schedules**

(a) **Salary Schedule for Principals**

Annual Salary Effective 1st day of fall term 2009

<u>Class</u>	<u>Description of Position</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>
I	Principal - enrolment up to 225	\$79,698	\$84,657	\$89,616	\$94,573
II	Principal - enrolment 226 - 450	84,138	89,240	94,343	99,446
III	Principal - enrolment 451 - 675	88,572	93,819	99,068	104,319
IV	Principal - enrolment 676 - 1,000	93,006	98,423	103,838	109,253
V	Principal - enrolment over 1,000	97,443	103,468	109,491	115,517

(a) **Salary Schedule for Principals****Annual Salary Effective 1st day of January 2010**

<u>Class</u>	<u>Description of Position</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>
I	Principal - enrolment up to 225	\$80,026	\$84,985	\$89,944	\$94,901
II	Principal - enrolment 226 - 450	84,466	89,568	94,671	99,774
III	Principal - enrolment 451 - 675	88,900	94,147	99,395	104,646
IV	Principal - enrolment 676 - 1,000	93,334	98,751	104,166	109,581
V	Principal - enrolment over 1,000	97,770	103,796	109,818	115,844

As long as the administrator of the Diagnostic Learning Centre is both a principal of the host school and administrator of the Centre he/she shall receive an additional allowance of \$4,870.

(b) **Salary Schedule for Vice-Principals****Annual Salary Effective 1st day of fall term 2009**

<u>Class</u>	<u>Description of Position</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>
A	Teaching Vice-principal	\$73,934	\$79,098	\$84,260	\$89,425
B	Supervising Vice-principal	79,698	83,949	88,198	92,449
C	Supervising Vice-principal	84,138	88,671	93,205	97,738

Salary Schedule for Vice-Principals**Annual Salary Effective 1st day of January 2010**

<u>Class</u>	<u>Description of Position</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>
A	Teaching Vice-Principal	\$74,261	\$79,426	\$84,588	\$89,752
B	Supervising Vice-principal	80,026	84,276	88,526	92,777
C	Supervising Vice-Principal	84,466	88,999	93,532	98,065

A vice-principal will be assigned to Lord Roberts so long as the Ellen Douglas program is assigned to that school and shall be designated as a Class B Supervising Vice-Principal.

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 an Additional Language program is removed from the designated supervising vice-principal position, then that position will be reclassified to Class "E".

10.02 **Provisions Govern 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 and Vice-Principals**

- (i) Upon first appointment to an administrative position a teacher shall be placed on the appropriate salary scale at a step which provides for a minimum increase of \$6285.00 effective the first day of the fall term 2009, (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 Article 10.01(a) and (b) pay an initial starting salary which is the greater of the salary determined in Article 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 or the upward reclassification of a school, a promotional increment shall be paid except as limited by the maximum of the new classification.

(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 ($\frac{1}{4}$).
- (ii) (a) Schools shall be classified annually on June 1st to be effective September 1st 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.

(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 Article 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 ($\frac{1}{2}$) time.
- (iii) An "A" vice-principal shall be appointed when the student enrolment is 350 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) 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.

11. SALARY SCHEDULE FOR SERVICE DIRECTOR (SPECIAL EDUCATION), AREA SERVICE DIRECTOR

11.01 Salary Schedules

Annual Salary effective the 1st day of the fall term, 2009

	<u>Classification</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>
(a)	Service Director (Special Education)	\$79,775	\$86,208	\$92,641	\$99,073
(b)	Area Service Directors Child Guidance Clinic	78,097	84,915	91,731	98,549

Annual Salary effective the 1st day of January, 2010

	<u>Classification</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>
(a)	Service Director (Special Education)	\$80,103	\$86,536	\$92,969	\$99,400
(b)	Area Service Directors Child Guidance Clinic	78,424	85,242	92,058	98,876

11.02 Provisions Governing the Application of the Salary Schedule Set Forth in Article 11.01 (a), (b), (c) shall be as follows:

(a) Initial Salary and Increments for Service Director (Special Education) and Area Service Directors

- (i) Upon first appointment to the position of Service Director (Special Education) or Area Service

Director, a teacher shall be placed on the salary scale at a step which provides for a minimum increase of \$ 6285.00 effective the first day of the fall term 2009 (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 Service Director (Special Education) or Area Service Director pay an initial starting salary which is the greater of the salary determined in Article 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.

(b) **Work Year for Service Director (Special Education) and Area Service Directors**

As a condition of employment, 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 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.

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

In the event that an anomaly arises with respect to the salary of a teacher in an administrative 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.

13. **SALARY SCHEDULE FOR CONSULTANTS**

13.01 **Salary Schedules**

Annual Salary effective the 1st day of the fall term, 2009

<u>Classification</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>
Consultants	72,056	78,889	85,721	92,556

Annual Salary effective the 1st day of January, 2010

<u>Classification</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Maximum</u>
Consultants	72,384	79,217	86,048	92,884

13.02 **Provisions Governing the Application of the Salary Schedule Set Forth in Article 13.01 shall be as follows:**

(a) **initial Salary and Increments for Consultants**

- (i) Upon first appointment to a consultant position a teacher shall be placed on the salary scale at a step which provides for a minimum increase of \$ 6285.00 effective the first day of the fall term 2009 (limited by the maximum for the position) or the minimum for the position, whichever shall be

greater.

- (ii) The Division will upon initial appointment of a person referred to in Article 13.02(a))(i) pay an initial starting salary which is the greater of the salary determined in Article 13.02(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 consultant experience obtained in the seven (7) years immediately prior to the effective date of the initial appointment.
- (iii) 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.
- (iv) A principal or vice-principal appointed as a consultant will receive the salary for a consultant on the basis of their appointment to a consultant position as established in Article 13.01. 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.
- (v) A person who is appointed as a part-time consultant will be paid a salary equal to the amount they would receive under Article 13.01 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 a 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 a principal or vice-principal as the case may be.

14. SALARY SCHEDULE FOR LABORATORY ASSISTANTS

14.01 Salary Schedule

Annual Salary Schedule - Effective the 1st Day of Fall Term 2009

<u>Years of Winnipeg Experience</u>	<u>Less than 1st year from an accredited University or Community College recognized by Manitoba Education, Citizenship & Youth</u>	<u>1st year from an accredited University or Community College recognized by Manitoba Education, Citizenship & Youth</u>	<u>2nd year from an accredited University or Community College recognized by Manitoba Education, Citizenship & Youth</u>	<u>Bachelor's Degree from a University in Manitoba or equivalent or higher</u>
0	\$27,824	\$29,725	\$31,614	\$34,776
1	29,087	30,978	32,863	36,356
2	30,337	32,228	34,137	37,917
3	31,614	33,507	35,390	39,493
4	32,863	34,776	36,664	41,069
5	34,137	36,028	37,917	42,645

Annual Salary Schedule - Effective the 1st Day of January 2010

Years of Winnipeg Experience	Less than 1 st year from an accredited University or Community College recognized by Manitoba Education Youth Citizenship Services	1 st year from an accredited University or Community College recognized by Manitoba Education, Youth Citizenship Services	2 nd year from an accredited University or Community College recognized by Manitoba Education, Youth Citizenship Services	Bachelor's Degree from a University in Manitoba or equivalent or higher
0	\$28,152	\$30,052	\$31,942	\$35,103
1	29,415	31,305	33,191	36,684
2	30,665	32,556	34,465	38,245
3	31,942	33,834	35,718	39,820
4	33,191	35,103	36,992	41,396
5	34,465	36,355	38,245	42,973

- (a) Credit shall be given for approved laboratory experience prior to joining the staff at the rate of \$641.00 effective the first day of the fall term 2009 for each year of experience up to four (4) years as limited by the maximum of that classification.
- (b) 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.

15. INTEREST ON RETROACTIVE SALARY

- 15.01 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.
- 15.02 Interest shall be computed at the lesser of ten per centum (10%) per annum or the average rate at which the Division borrows funds during the twelve (12) month period preceding the calculation date.
- 15.03 If the Division has not borrowed funds during the preceding twelve (12) month period, then interest shall be computed at the lesser of ten per centum (10%) per annum or the rate equal to that paid by the Division Bank's Non-chequing Savings Account.

SECTION C - ALLOWANCES AND RATES**16. ALLOWANCES FOR TEACHERS NOT IN ADMINISTRATIVE POSITIONS**

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

16.01 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 \$2,224.00 per annum effective the first day of the fall term 2009.
- (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 \$2,964.00 per annum effective the first day of the fall term 2009.
- (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 \$3,718.00 per annum effective the first day of the fall term 2009.
- (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 \$4,455.00 per annum effective the first day of the fall term 2009.
- (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 \$5,188.00 per annum effective the first day of the fall term 2009.
- (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 \$5,938.00 per annum effective the first day of the fall term 2009.
- (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 \$3,465.00 per annum effective the first day of the fall term 2009; 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 \$1,241.00 per annum effective the first day of the fall term 2009, in addition to the amount specified in whichever of sections (b) to (f) above applies.

16.02 Allowance to a Designated Teacher During the Absence of the Principal

- (a) During the absence of a principal for a period of at least one half day and there is no vice-principal, the assigned acting teacher as designated by the Superintendent shall be paid, \$16.40 per half day and \$32.81 per full day of such assignment effective the first day of the fall term 2009.
- (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.

16.03 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) 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,

17. SALARY RATES FOR AUXILIARY PERSONNEL

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

		Effective the 1 st day of the fall term 2009	Effective the 1 st day of January, 2010
17.01	(a) <u>Teacher of English as an Additional Language</u>		
	Teachers uncertified to Class III	\$48.08/hr.	47.44/hr
	Teachers in Classes IV, V, VI & VII	\$57.27/hr.	56.51/hr
	(b) <u>Adult English Additional Language Head Teacher (Annual Rate)</u>	\$42,718	42,149
17.02	(a) <u>Summer School Teachers and Principals</u>		
	Teachers in Classes I, II and III	\$47.85/hr.	
	Teachers in Classes IV, V, VI & VII	\$57.27/hr.	
	Principal (per session)	\$13,858	
	Vice-Principal (per session)	\$11,069	
	(b) <u>Summer School Laboratory Assistants</u>		
	With less than a Bachelor's degree from a University in Manitoba or equivalent	\$35.02/hr	
	.With a Bachelor's degree from a University in Manitoba or equivalent or higher	\$37.87/hr.	
17.03	<u>Substitute Teachers</u>		
	(a) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 17.03, Substitute Teachers:		
	(b) Substitute teachers shall be required in each school year to execute a Substitute Teacher's Contract in the form attached hereto as Schedule "E".		
	(c) <u>Salary</u>		
	(i) Teachers in Classes I, II and III	\$118.15	
	Teachers in Classes IV, V, VI, and VII	\$164.52	
	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	\$63.30	
	Teachers in Classes IV, V, VI and VII	\$88.62	
	(ii) 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 (1/200 th) of the substitute teacher's basic salary as determined by Article 9, Salary Schedule of this agreement for each day of employment in the said position.		
	(iii) No substitute shall receive a salary rate higher than the maximum salary rate provided under the Basic Salary Schedule for a Class IV teacher.		
	(iv) The Division shall reimburse each substitute teacher the same allowance normally received by the teacher being replaced for travel between an assignment involving two or more schools or work sites within the Division's jurisdiction.		

(d) Manitoba Teachers' Society Fees

All substitutes eligible as members in good standing, shall be required to pay the fees of The Manitoba Teachers' Society, such fees shall be deducted monthly and be **pro-rated** on the basis of the number of days worked in that specific month.

The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of 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.

(e) Sick Leave

A substitute teacher shall be allowed one (1) day of sick leave with pay for each nine (9) consecutive days taught in an assignment. Sick leave days shall not accumulate from assignment to assignment.

The use of a sick leave day with pay shall not constitute an interruption of consecutive days of substitute teaching in an assignment.

Assignment shall mean consecutive teaching days in one (1) position.

A substitute teacher claiming sick leave may be required to provide proof of illness from a registered medical practitioner if requested to do so by the Superintendent or designate,

(f) Professional Development

A substitute teacher who has worked for the Division for at least fifty (50) teaching days in the previous school year shall be entitled to request in writing to the Director of Human Resources, or designate, to attend one professional development day in the next school year. Attendance, if approved, shall be considered as time worked under Article 17.03, Substitute Teachers.

A substitute teacher not meeting the above eligibility requirements may request to attend scheduled professional development days. Such attendance, if approved, shall be on a without pay basis.

Approval in either instance shall be at the sole discretion of the Division,

(g) Applicable Articles of the Collective Agreement

The following articles of the current Collective Agreement shall apply to substitute teachers with amendment as noted *:

Article 1 - Purpose

Article 2 - Bargaining Agent

Article 3 - Duration of Agreement

Article 4 - Applicability of Regulations, By-Laws and Code of Rules

*with the exception that only Chapter 1, Chapter 2 sections 2.4 and 2.6, Chapter 3, Chapter 4 section 4.1 of the Code of Rules apply

Article 5.01 - Individual Teacher's Contract

*only (b) of Article 5.01 applies

Article 6.01 - Deduction of Winnipeg Teachers' Association Fees

Article 7 - Singular/Plural

Article 8.01 - Committee on Adjustments

Article 8.02 - Settlement of Disputes

except that:

The only matters that may be grieved under the Settlement of Disputes Article by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are

incorporated into this collective agreement

Article 9.01 - Basic Salary Schedule
 *applies after the qualifying period within Article 17.03 - Substitute Teachers

Article 9.02 - Educational and/or Professional Qualifications
 *only applicable up to Class IV for the purpose of salary under Article 17.03 - Substitute Teachers

Article 9.04 - Teaching Experience
 *only b (i) and b (iii) apply in the determination of teaching experience

Article 9.05 (a) - Retroactive Salary Adjustments

Article 9.05 (c) - Reclassification Due to Additional Qualifications
 *limited to Class IV in accordance with Article 17.03, Substitute Teachers

Article 9.05 (d) - Reclassification Due to Change in Evaluation
 *limited to Class IV in accordance with Article 17.03, Substitute Teachers

Article 9.08 - Direct Deposit of Salaries

Article 15 - Interest on Retroactive Salary

Article 22 - Meal Period

Article 29 - Discipline
 * does not include 29.01 Complaints

Article 30 - Personnel Files

Article 31 - Harassment

Article 32 - Lists of Names and Addresses

Article 33 - Contracting Out

Article 35 - Joint Committee

SECTION D - BENEFIT PLANS

18. INSURANCE

18.01 Group Insurance

- (a) The Board will administer The Manitoba Public School Employees Group Life Insurance Plan No. 335114 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 (½) of the premium for the basic lump sum benefit of 200% of annual earnings for eligible employees shall be paid by the Division and one-half (½) shall be paid by the employee.

Eligible employees who were insured for the survivor income benefit as at March 31, 2001 will be insured for an additional 200% of annual earnings with one-half (½) of the premium for this amount being paid by the Division and one-half (½) being paid by the employee. The premium for any other additional option amounts of coverage under the Plan shall be fully paid for by the employee.

- (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.

18.02 Disability Insurance Plan

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

18.03 Dental Insurance

- (a) The Division will administer a dental insurance plan in accordance with the provisions of the Great-West Life Dental Insurance Plan, Document No. 51001.

- (b) The cost of the dental insurance plan will be borne by the Division, subject, however, to the following conditions:
- (i) Effective September 1, 2007, the Division will, at the end of each month, contribute one and thirty five-one hundredths of one per centum (1.35%) 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) In the event that the funds provided under (i) will not support the level of benefit set out in the Plan, Document No. 51001, 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) 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.
- (d) The Division's cost of administering the plan, including consultants' fees, shall be charged to the plan.

SECTION E -WORKING CONDITIONS

19. LAY OFF PROCEDURE

19.01 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 Professional Certification and Student Records Unit of Manitoba Education, Citizenship and Youth.
- (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.

19.02 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 Division.

19.03 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.

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

19.05 Where 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.

- 19.06 Where teachers have the same seniority as defined in Articles 19.04, and 19.05 the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
- 19.07 Where teachers have the same seniority as defined in Articles 19.04, 19.05, and 19.06 the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
- 19.08 If the length of teaching experience as defined in Articles 19.04, 19.05, 19.06, and 19.07 is equal, the teacher to be declared surplus shall be determined by the Division.
- 19.09 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 19.01. 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 19.04, 19.05, 19.06 and 19.07 of this Collective Agreement.
 - (c) Specify the date of commencement of employment for the purpose of Article 19.04.
 - (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.
- 19.10 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.
- 19.11 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, 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 1st for lay off on June 30th. It is understood that lay offs will occur only on the aforementioned dates.
- 19.12 The teacher shall be placed on the recall list until June 30th 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 30th shall relieve the onus on the Division for the teacher's continued placement on the recall list.
- 19.13 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.

19.14 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 30th 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.

19.15 A teacher's accumulated sick leave credits will not be affected if the teacher is recalled as provided in Article 19.13 above.

19.16 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.

20. **LEAVES**

20.01 (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 forty-five (145) days (including twenty (20) days allowed for the year in which the illness occurred) 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) Sick leave entitlement shall be computed from the date of the last continuous engagement.
- (iv) Absence for illness due to pregnancy shall be considered to be sick leave up to the day the teacher was last present for duty.
- (v) 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.
- (vi) 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.
- (vii) 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.

- (viii) 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.

- (ix) 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 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.

20.02 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.

20.03 Sabbatical Leave

- (a) "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 Division to the teacher.

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

- (b) The Sabbatical Leave Allowance shall be:

- (i) For travel - \$1,500.00 per annum
 (ii) For study - \$3,000.00 per annum or two-thirds ($\frac{2}{3}$) 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.

- (c) In cases where the allowance is \$3,000.00 or less, the teacher shall serve the 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 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:

- (i) If service is for less than the equivalent of one (1) year following return, the full amount shall be repaid.
 (ii) If service following return is equivalent to one (1) year or more but less than the equivalent of two (2) years, the amount to be repaid shall be the difference between the total Sabbatical Leave Allowance and \$3,000.00.
 (iii) 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 ($\frac{1}{2}$) of the difference between the total allowance and \$3,000.00.

- (d) 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.

- (e) 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.

- (f) 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 ($1/200^{\text{th}}$) of his/her regular annual salary for each school day taught and one two-hundredth ($1/200^{\text{th}}$) of the Sabbatical Leave Allowance for each school day in the period of Sabbatical Leave.
- (g) The application for Sabbatical Leave shall be filed with the Superintendent not later than the fifteenth (15^{th}) day of October of the school year preceding that for which leave is desired, and must be accompanied by the following:
- (i) 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.
 - (ii) 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.
- (h) The Superintendent shall present all applications for sabbatical Leave to the Board together with his/her recommendations.
- (i) 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 ($7/12^{\text{ths}}$) of their period of leave.
- (j) The teacher on leave shall receive the Sabbatical Leave Allowance in regular monthly instalments, 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.
- (k) 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.
- (l) 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,
- (m) Special emergencies which may arise in connection with Sabbatical Leave and which do not appear to be covered by this Agreement shall be referred to the Superintendent for his/her consideration, and recommendations may be made to the Board if he/she deems it necessary,
- (n) 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.

20.04 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 per centum (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 Vice-president 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 1st 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,

20.05 Maternity Leave/Adoptive Leave/Parental Leave

(a) Every female teacher

- (i) 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;
- (ii) 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
- (iii) 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
- (iv) 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.

(b) (i) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this Agreement.

- (ii) Every teacher shall be entitled to unpaid parental leave.
- (iii) Except as otherwise provided herein, the Manitoba Employment Standards Code will apply,
- (iv) The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall **be** confirmed in writing by the Division.
- (v) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada (HRDC) to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a SUB Plan with HRDC.
- (vi) In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
 - (1) for the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and
 - (2) up to fifteen **(15)** additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of her gross salary.
- (vii) A teacher taking adoptive or parental leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at

the time leave was taken, this pay to include any benefits received from HRDC to a SUB Plan. The implementation of this clause is subject to the successful arrangement of a SUB plan.

- (viii) In respect of the period of adoptive or parental leave, payments made according to the SUB Plan will consist of the following:
 - (1) for the first two (2) weeks, payment equivalent to ninety percent (90%) of gross salary, and
 - (2) up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.
- (c) Subject to Clause (g), 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 (a)(ii) and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- (d) A female teacher who does not submit an application for maternity leave in accordance with Clause (a)(i), but who except for the noncompliance with that clause would have been eligible for maternity leave provided in Clause (a) is entitled to and shall be granted leave consisting of
 - (i) 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
 - (1) was incapable of performing the normal duties of employment, or
 - (2) 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
 - (ii) Such further period that when added to the leave granted under Clause (d)(i) will not exceed the amount of maternity leave to which a female employee is entitled under Clause (a),
- (e) 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.
- (f) 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.
- (g) Additional maternity benefits may be granted to female teachers provided a mutually satisfactory agreement can be concluded between the Division and the teacher.

20.06 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.

20.07 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.

20.08 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 19 - Lay off Procedure,

20.09 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 15th, ten (10) working days' notice in writing shall be given to the Division, for teachers requiring religious holy days October 15th or later, notice in writing of leave required for that school year shall be given by September 30th.

(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 (1/200^{ths}) 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 EAL Program,

It is agreed for the purposes of this Article, Religious Holy Days shall be defined as "major religious holy days observed by the teacher and designated as a day of obligation by the teacher's religion."

20.10 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 "B" 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,

21. PREPARATION TIME

21.01 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.

- 21.02 Part time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.
- 21.03 The instructional day, exclusive of the midday intermission, shall be five and one-half (5 ½) 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.
- 21.04 The school year shall be two hundred (200) days or such number of days as may be determined by the Minister of Education.
- 21.05 The Division shall determine the hours of opening and closing of the school day.
- 21.06 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.

22. **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,

23. **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.

23.01 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, Citizenship and Youth 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.

- 23.02 (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.
- 23.03 Notwithstanding the provisions of Article 23.02 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 ($1/200^{\text{th}}$) of the Counsellor's then current salary for each day worked.
- 23.04 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.
- 23.05 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) 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).
- 23.06 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.
- 23.07 The parties to this Agreement will resolve, in the spirit of the foregoing provisions of Article 23, any unforeseen issues arising out of the operation of a Centre on a twelve (12) month basis.

24. EMPLOYMENT OF COUNSELLORS AND RESOURCE TEACHERS DURING THE SUMMER VACATION

Counsellors who will have a full-time counselling program the following year and resource teachers may be employed 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 or resource teachers.

Counsellors or resource teachers 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 counsellor/resource teacher. The details of such arrangement shall be subject to the prior approval of the Superintendent of Schools.

25. PROVISIONS GOVERNING EMPLOYMENT OF CONSULTANTS

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 "C" or "D").

26. TRANSFERS

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 judgment 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.

26.01 Voluntary Transfers

- (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.

26.02 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.

27. 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 the 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.

28. 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.

29. 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:

- (a) Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the

Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 8 - Provisions for Settlement of Disputes During Currency of Agreement.

- (b) When such a difference is referred to a Board of Arbitration under Article 8, the Board of Arbitration shall have the power to:
- (i) uphold the discipline
 - (ii) rescind the discipline
 - (iii) vary or modify the discipline
 - (iv) order the board to pay all or part of any loss of pay and/or benefits in respect of the discipline
 - (v) do one or more of the things set out in subclause (i), (ii), (iii) and (iv) above.
- (c) 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.
- (d) The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

29.01 **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.

30. **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.

31. **HARASSMENT**

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

For the purpose of this article, harassment shall be defined as in the Manitoba Human Rights Code.

32. 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, Citizenship and Youth. A list of teachers' names may be supplied to The Manitoba Teachers' Society.

33. 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.

34. 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).

35. JOINT COMMITTEE

- (a) There shall be a committee which shall be known as: "The WSD/WTA Joint Committee" and shall consist of six (6) members of whom:
 - (i) three (3) shall be members of, and be appointed from time to time by, the Board of Trustees; and
 - (ii) three (3) shall be members of, and be appointed from time to time by, the Association.

- (b) One ~~(1)~~ of the members appointed by the Board shall be chairperson of the joint committee; but if the chairperson is absent from any meeting, one ~~(1)~~ of the other members of the Board Representatives who attends the meeting shall be chairperson of the committee during that meeting.
- (c) A person appointed by the administration and the Business Agent of the Association may attend meetings of the joint committee in a consultative capacity.
- (d) The joint committee shall meet four (4) times per school year, and at such other times as may be fixed by the chairperson after consulting with the members of the committee.
- (e) The joint committee shall:
 - (i) endeavour to promote and maintain communication and cooperation between the Division and the Association in such a manner which will encourage an ongoing free and frank discussion of issues or concerns.
 - (ii) consult on any suggestions or requests made by the Division or the Association with respect to employee service, activities and security, including any working conditions applicable to employees.
 - (iii) not discuss individual grievances,

36. **COMPASSIONATE CARE LEAVE**

The Compassionate Care Leave provisions of The Manitoba Employment Standards Code shall apply.

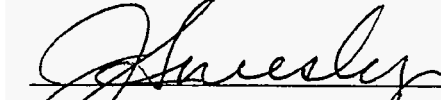
37 **DEFINITIONS**

Department of Education


Whenever used in this Collective Agreement "Education Manitoba" or "Manitoba Education Citizenship and Training," and "The Department of Education" shall mean the appropriate department within Manitoba Education Citizenship and Youth.

IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf.

THE WINNIPEG SCHOOL DIVISION




Chair



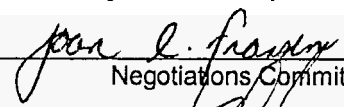
Secretary-Treasurer

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 TEACHERS' ASSOCIATION,
OF THE MANITOBA TEACHERS' SOCIETY**



President



Negotiations Committee Chairperson



Business Agent

APPENDIX "A"**BASIC SALARY SCHEDULE WITH DENTAL PLAN**

GROSS BASIC ANNUAL SALARY SCHEDULE - Effective the 1st day of the fall term 2009, the following salary schedule shall be implemented.

<u>Years of Teaching Experience</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	\$32,555	\$36,110	\$39,119	\$47,183	\$50,608	\$53,612	\$56,757
1	33,668	37,271	40,985	49,456	52,886	56,378	58,990
2	35,307	39,135	42,943	52,170	55,606	59,101	62,069
3	36,945	41,011	45,554	54,900	58,326	61,942	65,233
4	38,603	43,117	48,290	57,701	61,140	64,896	68,564
5	40,238	45,273	51,025	60,578	64,075	67,956	71,887
6	41,851	48,688	55,530	63,455	67,095	71,167	75,209
7				66,372	70,097	74,376	78,568
8				69,207	73,053	77,580	81,936
9				73,034	77,126	81,785	86,160

GROSS BASIC ANNUAL SALARY SCHEDULE - Effective the 1st day January 2010, the following salary schedule shall be implemented.

<u>Years of Teaching Experience</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	\$32,887	\$36,439	\$39,450	\$47,513	\$50,937	\$53,941	\$57,089
1	34,000	37,601	41,315	49,785	53,215	56,705	59,320
2	35,639	39,466	42,943	52,499	55,936	59,429	62,069
3	37,275	41,340	45,554	55,230	58,657	62,149	65,233
4	38,930	43,220	48,290	58,030	61,467	64,896	68,564
5	40,566	45,273	51,025	60,909	64,336	67,956	71,887
6	42,181	49,018	55,858	63,785	67,213	71,167	75,209
7				66,660	70,097	74,376	78,568
8				69,207	73,053	77,580	81,936
9				73,362	77,456	82,113	86,490

SCHEDULE I
PROMISSORY NOTE

\$ _____ (amount in figures)

_____ (place and date of Note)

I, _____ promise to pay on demand to
(Name in Full)

The Winnipeg School Division

the sum of _____ (dollars) (\$ _____)

at

The Winnipeg School Division
Administrative **Offices**,
1577 Wall Street East
Winnipeg, Manitoba R3E 2S5

For Value Received.

Signature of Maker

Date

47

MEMORANDUM OF AGREEMENT
BETWEEN THE WINNIPEG SCHOOL DIVISION
- and -
THE WINNIPEG TEACHERS' ASSOCIATION
of THE MANITOBA TEACHERS' SOCIETY

The following sets out the basis of an Agreement made between The Winnipeg Teachers' Association and The Winnipeg School Division in conjunction with the Collective Agreement between the two parties made as of the day of _____, 2010.

1. Hours of Work - Incumbent Laboratory Assistants

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



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 1st, 1993
- c) two additional positions to be added September 1st, 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.

THE WINNIPEG SCHOOL DIVISION


Chair

Secretary-Treasurer

THE WINNIPEG TEACHERS' ASSOCIATION
of THE MANITOBA TEACHERS' SOCIETY


President

Business Agent

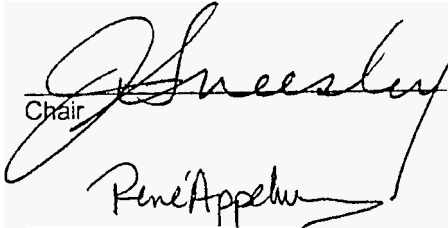
MEMORANDUM OF AGREEMENT
BETWEEN THE WINNIPEG SCHOOL DIVISION
- and -
THE WINNIPEG TEACHERS' ASSOCIATION
of THE MANITOBA TEACHERS' SOCIETY

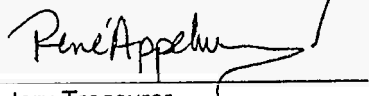
The following sets out the basis on an Agreement made between The Winnipeg Teachers' Association and The Winnipeg School Division in conjunction with the Collective Agreement between the two parties made as of the day of _____, 2010.

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

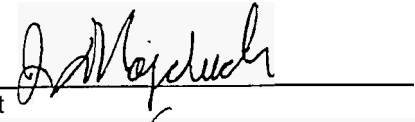
- (i) Assess requests from school staffs regarding the establishment or extension of school parking lots and make recommendations to the Division related thereto;
- (ii) Review the Annual statement of income and expenditures and make recommendations to the Division related thereto, including the rental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


THE WINNIPEG SCHOOL DIVISION


Chair


Secretary-Treasurer

THE WINNIPEG TEACHERS' ASSOCIATION
of THE MANITOBA TEACHERS SOCIETY


President


Business Agent

MEMORANDUM OF AGREEMENT
BETWEEN THE WINNIPEG SCHOOL DIVISION

- and -

THE WINNIPEG TEACHERS' ASSOCIATION
of THE MANITOBA TEACHERS' SOCIETY

ON

MATERNITY LEAVE BENEFITS APPLICATION RULES

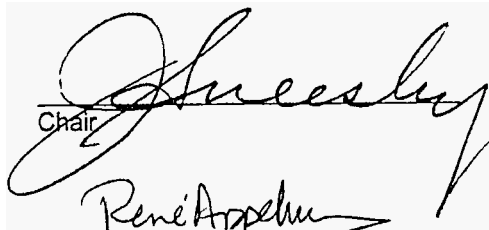
The parties agree to the following application rules, terms and conditions clarifying the Maternity Leave Supplementary Unemployment Benefit Plan per Article 20.05.


1. The maternity leave period, which is eligible for payment under this Article, is the first seventeen (17) weeks (the two (2) week waiting period and the next immediate fifteen (15) weeks).
2. Where any portion of the seventeen (17) weeks referenced in (1) above falls during the summer, Christmas Break, Spring Break, or any other period for when the teacher is not earning her salary, that portion of the maternity leave period does not qualify the teacher to receive maternity benefits pursuant to Article 20.05.
3. A specific application or registration for a Supplementary Unemployment Benefits Plan is not required. The only requirement from Human Resources Development Canada is that the comments section of the Record of Employment confirming that section 38 of the Employment Insurance Regulations are met.
4. Subject to the qualifying period, as set out in paragraph (6), where a teacher had commenced her maternity leave prior to the start of the plan and a portion of the first seventeen (17) weeks falls after the start of the plan, the teacher shall be entitled to receive the paid maternity leave benefit for the portion (if any) of the first seventeen (17) weeks of maternity leave which falls after the start of the plan.
5. Teachers must be under contract to the Division during the period when maternity leave benefits may be paid by the Division in order to be eligible to receive those payments.
6. The qualifying period of seven (7) teaching months must be seven (7) consecutive months in the employ of The Winnipeg School Division, as per the Manitoba Employment Standards Code. The full seven (7) months qualifying period must be served in order to qualify for any maternity leave payment. For greater certainty, should a teacher fail to serve the full qualifying period to the start of the maternity leave, then that teacher shall be eligible to receive maternity leave benefits only for that portion of the seventeen (17) weeks referenced in (1) above which occurs after the completion of the seven (7) month qualifying period.
7. The Division requires, from each of the teachers on maternity leave, a copy of the Statement of Finalized Employment Insurance Benefits in order to accurately calculate her entitlement. This is a document which the teacher should have received (or will receive) from Employment Insurance four (4) to six (6) weeks from the date that she applied for Employment Insurance Benefits. Should payments to teachers be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.
8. The appropriate adjustments/application will be substituted to the above clauses when a teacher takes adoptive or parental leave.

Dated at Winnipeg in the Province of Manitoba, this 11th day of _____, 2010.

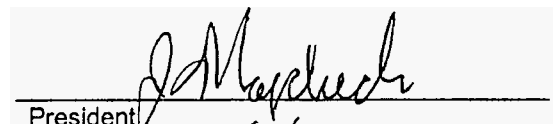
Signed and Agreed to on behalf of:

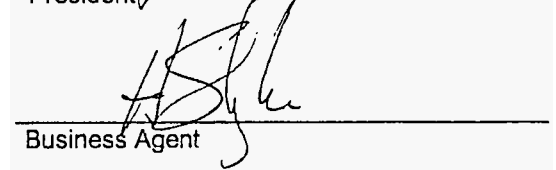
THE WINNIPEG SCHOOL DIVISION


Chair


Secretary-Treasurer

**THE WINNIPEG TEACHERS' ASSOCIATION
of THE MANITOBA TEACHERS' SOCIETY**


President


Business Agent



The Winnipeg School Division
 1577 Wall Street East, Winnipeg, Manitoba R3E 2S5
 Telephone: (204)775-0231
 Fax: (204)772-6464
 Email: pclarke@wsd1.org

P.E. CLARKE M.Ed.
 Chief Superintendent

January 11, 2010

Mr. Dave Najduch, President
 Winnipeg Teachers' Association
 202-2639 Portage Avenue
 Winnipeg, Mû R3J OP7

Dear Mr. Najduch,

Re: Letter of Understandins – Substitute Assignment

The parties agree to refer the issue of substitute teacher assignment and timetable ("the assignment issue") to the in-School Coverage Committee for further discussion. The Committee will meet to deal with concerns over the assignment issue beginning not later than February 15, 2007 and will seek to reach a resolution between the parties by June 30, 2007.

The Division will instruct principals to act reasonably and fairly in assigning or adjusting short term substitute teacher timetables. For extended substitute assignments, the Division will normally assign substitutes the same timetable as the teacher they are replacing, unless otherwise determined at the time of assignment or in unforeseen circumstances.


Pending the conclusion of the Committee's discussions, the parties will develop contract language regarding the assignment of substitutes, which will be appended to the current collective agreement as an addendum to Article 17.03 (Substitutes).

If either party is dissatisfied with progress or results on the assignment issue in the Committee process, either party may, after June 30, 2007, direct the assignment issue to binding interest arbitration.

The arrangements in this Letter of Understanding are without prejudice to the rights of the parties in the event that interest arbitration is required to resolve the issue.


If the parties are making progress in their deliberations, and it is viewed by the parties that additional meeting(s) would be required in the Fall of 2007, the parties can mutually agree to extend the June 30 deadline.

Yours sincerely,




Pauline Clarke
 Chief Superintendent

This will confirm the Association's agreement with the understanding set forth in the above letter as of this 11 day of MAY, A.D., 2010.



Business Agent



President




The Winnipeg School Division
 1577 Wall Street East, Winnipeg, Manitoba R3E 2S5
 Telephone: (204)775-0231
 Fax: (204)772-6464
 Email: pclarke@wsd1.org

P.E. CLARKE M.Ed.
 Chief Superintendent

January 11, 2010

School Student Count	Number of Teacher Release Days
0-199	2
200-299	12
300-399	16
400-499	20
500-600	24


Yours sincerely,


 Pauline Clarke
 Chief Superintendent

This will confirm the Association's agreement with the understanding set forth in the above letter as of this 11 day of

May, A.D., 2010.


 Business Agent


 President



The Winnipeg School Division
1577 Wall Street East, Winnipeg, Manitoba R3E 2S5
Telephone: (204) 775-0231
Fax: (204) 772-6464
Email: pclarke@wsd1.org

P.E. CLARKE M.Ed.
Chief Superintendent

January 11, 2010

Mr. Dave Najduch, President
Winnipeg Teachers' Association
202-2639 Portage Avenue
Winnipeg, Mû R3J OP7

Dear Mr. Najduch,

Re: Letter of Understanding – Employment of Counsellors/Resource Teachers During Summer Break


The following sets out the understanding reached between the Winnipeg School Division and the Winnipeg Teachers' Association, regarding the employment of counsellors/resource teachers during the summer break on terms set forth as follows:

Assignment of Staff Prior to School Opening

Counsellors and/or resource teachers in secondary schools who will have responsibility for registering students may be employed during the Summer Vacation up to a maximum five (5) days 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 counselors/ resource teachers.

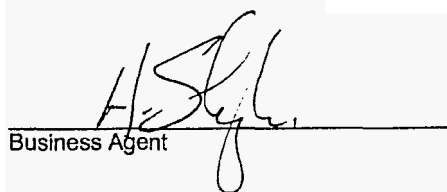
Those teachers shall receive during the following school year compensatory time equal to the number of days employed during July and August. The method and timing of such Compensatory time shall be mutually agreed to by the principal and the counsellor/resource teacher. The details of such arrangement shall be subject to the prior approval of the Superintendent of Schools.

Yours sincerely,



Pauline Clarke
Chief Superintendent

This will confirm the Association's agreement with the understanding set forth in the above letter as of this 11 day of May, A.D., 2010.



Business Agent



President

**CODE OF
RULES
AND
REGULATIONS**

Appendix to Collective Agreement between The Winnipeg School
Division and The Winnipeg Teachers' Association

July 1, 2009 - June 30, 2010

CONTENTS

	<u>PAGE</u>
 <u>CHAPTER 1 • AUTHORIZED SERVICES</u>	
<u>Section</u>	
1.1 Class Size - Elementary Schools.....	3
1.2 Secondary School Pupil-Teacher Ratio.....	3
 <u>CHAPTER 2 - THE ADMINISTRATION OF A SCHOOL</u>	
<u>Section</u>	
2.1 Duties of Principals	4
2.2 Duties of Vice-Principals	4
2.3 Duties of Teachers Designated During Absence of a Principal.....	4
2.4 Duties of Teachers.....	5
2.5 Duties of Department Heads.....	6
2.6 Duties of Substitute Teachers.....	7
2.7 Laboratory Assistants	7
 <u>CHAPTER 3 - PUPILS</u>	
<u>Section</u>	
3.1 Discipline	7
 <u>CHAPTER 4 - INSTRUCTIONAL STAFF</u>	
<u>Section</u>	
4.1 Qualifications for Appointment as Teacher.....	7
4.2 Assignment of Staff.....	7
4.3 Transfer of Employees.....	8
4.4 Promotion.....	8
 <u>CHAPTER 5 - LEAVE OF ABSENCE</u>	
<u>Section</u>	
5.1 Absence for Personal Business.....	9
5.2 Leave of Absence	10

CHAPTER 1
AUTHORIZED SERVICES

Section 1.1 - Class Size - Elementary School

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.

Section 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).

CHAPTER 2
THE ADMINISTRATION OF A SCHOOL

Section 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, Citizenship and Youth", 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.

Section 2.1 - Duties of Principals (continued)

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 Defence 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.

Section 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.

Section 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.

Section 2.4 - Duties of Teachers

Teachers shall carry out their duties in accordance with the regulations of Manitoba Education, Citizenship and Youth 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, Citizenship and Youth, 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.

Section 2.4 - Duties of Teachers (continued)

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, Citizenship and Youth and The Winnipeg School Division.

Section 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 cooperation with other teachers in their departments.

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

1. To assist the principal, in cooperation with heads of other departments, in the general organization and management of the school.
2. To be responsible to the principal for the organization and direction of the department.
3. To supervise the preparation of:
 - a) Details of the courses of study; and
 - b) The examinations for the department.
4. 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.
5. 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.
6. To prepare for the principal an annual statement for budget purposes of the supplies and equipment required for the department.
7. To requisition, through the principal, equipment and supplies for the department.
 - a. To maintain a current inventory of the equipment in the department.
9. To be responsible for the maintenance and care of equipment and supplies under the department head's charge.
10. To maintain close liaison with department heads in the same field in other schools.
11. 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.

Section 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

CHAPTER 3 PUPILS

Section 3.1 - Discipline

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.

CHAPTER 4 INSTRUCTIONAL STAFF

Section 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 Division schools.

Section 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.

Section 4.2 - Assignment of Staff (Continued)

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

1. First receiving notice in writing of the specific reason or reasons why such reduction in salary or position ~~is~~ contemplated, and
2. 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.

Section 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.

Section 4.4 - Promotion

The criteria and procedures used by The Winnipeg School Division 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.

Section 4.4 - Promotion (Continued)

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 assistants, a rating of administrative potential by the principal, and a personal interview.

CHAPTER 5 LEAVE OF ABSENCE

Section 5.1 - Absence for Personal Business

1. 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.

2. Salary provisions

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

- (i) To attend a convention or meeting of an organization with a program relevant to the teacher's work. (Limit, five (5) school days).
- (ii) To deliver an address before an educational body.
- (iii) To attend convocation to receive a university degree.
- (iv) 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 (ix)(i) herein. Full salary shall be deducted for absence for this purpose beyond five (5) days unless approved by the Superintendent.
- (v) 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.
- (vi) For the death of a spouse's or partner's (as defined in clause (ix)(i) below) mother, father, brother, sister, son, daughter up to a maximum of two (2) days.
- (vii) 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.
- (viii) For up to one (1) day in case of emergency illness in the family or household.
- (ix) 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 (ix)(i) below.
- (i) For the purpose of Section 5.1 2 (a) (iv), (vi) and (ix), 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.

Section 5.1 - Absence for Personal Business (continued)

- (x) For up to one (1) day for the purpose of adopting a child,
 - (xi) For up to one (1) day in any case which the Superintendent may determine as sufficient to warrant such leave.
- (b) When permission for leave has been granted, deductions from salary will be made when teachers are absent for the following reasons:
- (i) 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.
 - (ii) 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.
 - (iii) 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.

Section 5.2 - Leave of Absence

1. 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.
2. 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:
 - (a) All requests for leave of absence shall be made through the principal by letter to the Superintendent for referral to the Board.
 - (b) 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.
 - (c) 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.
 - (d) 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 of 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 31st that their contract has been terminated.
 - (e) 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.

Section **5.2 - Leave of** Absence (continued)

- (f) 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.
- (g) 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,
- (h) Teachers may be granted leave of absence for the purpose of undertaking a teaching assignment sponsored by the Department of Foreign 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) Leave of absence may be granted for temporary service in the armed forces during peace time.
- (m) 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.

1. MATERNITY LEAVE

1.1 General

- 1.1.1 An employee who is pregnant is eligible for maternity leave in accordance with the Manitoba Employment Standards Code. 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

- 1.2.1 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.
- 1.2.2 An employee may terminate the maternity leave earlier than the day set out in 1.2.1 by giving written notice *not less than* one pay period prior to the day the employee wishes the leave to terminate.

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 Supplemental Employment Benefit Plan (Maternity)

- 1.6.1 An employee except those covered by the Canadian Union of Public Employees, Local 110, and Trades Agreements taking maternity leave pursuant to this section shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time the leave was taken, this pay to include any benefits received from Human Resources Development Canada (HRDC) to a Supplemental Employment Benefits (SEB) Plan.

- 1.6.2 With respect to the period of maternity leave, payments made according to the SEB Plan will consist of the first seventeen weeks as follows:
- a) For the first two weeks (waiting period) payment equivalent to ninety percent (90%) of gross salary, and
 - b) For up to the next immediate fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.
- 1.6.3 Where an employee intends to take additional leave, that employee must commence the leave immediately *following* expiry of the maternity leave without a return to work after the expiry of the maternity leave.
- 1.6.4 An employee taking additional leave is entitled, provided the terms and conditions of the Master Policies so provide, to prepay the cost of such benefit plans for the duration of the leave. Where the employee prepays the cost, such payment will include both the employee's and Division's share of the costs.
- 1.6.5 The HRDC start date for the maternity leave waiting period is the start date for which an employee is eligible for payment under this section.
- 1.6.6 For ten (10) month employees where any portion of the seventeen (17) weeks of maternity leave falls during the summer break, winter break, spring break or any other period when the employee is not earning salary, the employee is not entitled to receive top up benefits for that portion of the maternity leave.
- 1.6.7 Subject to the qualifying period being met where an employee has commenced maternity leave prior to the adoption of this policy and a portion of the first seventeen (17) weeks falls after that date, the employee shall be entitled to receive the paid maternity leave benefit for that portion (if any) of the first seventeen (17) weeks of maternity leave that falls after the date of adoption of the policy.
- 1.6.8 A specific application or registration for a SEB Plan is not required. The only requirement from HRDC is that the comment section of the Record of Employment confirm that the conditions of Section 38 of the Employment Insurance Regulations are met.
- 1.6.9 Employees must be regular full time or part time employees (not term/temporary) of the Division during the period when maternity leave benefits may be paid by the Division in order to be eligible to receive those payments.
- 1.6.10 The qualifying period of seven (7) consecutive months in the employ of the Division must be served as per the Employment Standards Code in order to qualify for any Supplemental maternity leave payment. Should an employee fail to serve the full qualifying period prior to the start of the maternity leave, then that employee shall be eligible to receive maternity leave benefits only for that portion of the seventeen (17) weeks which occurs after the completion of the seven (7) month qualifying period.
- 1.6.11 The Division requires each employee on maternity leave, to provide a copy of the letter from HRDC that confirms their approval with effective dates for maternity benefits in order to calculate benefits accurately.
- 1.6.12 Employees not eligible for maternity leave benefits from HRDC shall not be eligible for the Supplemental Benefit Plan.
- 1.6.13 Should payments to employees be required prior to receipt of the statement from HRDC, an estimate of the entitlement will be made with an adjustment made following receipt of the statement.
- 1.7 Parental Leave (Maternity)
- 1.7.1 An employee who becomes the natural mother of a child is eligible for parental leave without pay.
 - 1.7.2 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.

- 1.7.3 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.
 - 1.7.4 Parental leave shall consist of a period not exceeding thirty-seven (37) consecutive weeks.
 - 1.7.5 An employee who gives less notice than specified in 1.7.2 shall be eligible for a period of parental leave of thirty-seven consecutive weeks less the number of days by which the notice given is less than four weeks.
 - 1.7.6 An employee may terminate the parental leave earlier than the date set out in 1.7.4 or 1.7.5 by giving written notice not less than one pay period prior to the day the employee wishes the leave to terminate.
- 1.8 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.
- 1.9 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 1.7 employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.
- 1.10 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.
- 1.11 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 1.10, shall require approval of the Board.
- 2. PARENTAL LEAVE (SPOUSAL)**
- 2.1 General
- 2.1.1 An employee who has become the natural father of a child or whose common law spouse becomes the natural parent of a child, or who assumes actual care and custody of their common law spouses newborn child is eligible for parental (spousal) leave without pay in accordance with the Manitoba Employment Standards Code.
 - 2.1.2 Employees must submit an application in writing for parental leave (spousal) at least four (4) weeks before the date specified in the application as the day the leave is to commence.
 - 2.1.3 Parental Leave (spousal) shall consist of a period not exceeding thirty-seven (37) weeks subject to 2.1.4, 2.2.1 and 2.2.2 following.
 - 2.1.4 An employee who gives less notice than specified in 2.1.2 shall be eligible for a period of parental leave (spousal) of thirty-seven consecutive weeks less the number of days by which the notice given is less than four weeks.
- 2.2 Commencement and Termination of Leave
- 2.2.1 Parental leave (spousal) 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.
 - 2.2.2 An employee may terminate the parental leave (spousal) earlier than the date set out in 2.1.3 or 2.1.4 by giving written notice *not less than* one pay period prior to the day the employee wishes the leave to terminate.

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 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.

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 Parental Leave (Spousal) Section, with the exception that additional leave requested in accordance with Section 2.5 shall require approval of the Board.

3. ADOPTIVE LEAVE

3.1 General

3.1.1 An employee who has adopted a child is eligible for adoptive leave in accordance with the Manitoba Employment Standards Code.

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 thirty-seven (37) weeks subject to 3.1.4, 3.2.1 and 3.2.2.

3.1.4 An employee who gives less notice than specified in 3.1.2 shall be eligible for a period of adoptive leave of thirty-seven (37) consecutive weeks less the number of days by which the notice given is less than four weeks.

3.2 Commencement and Termination of Leave

3.2.1 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.

3.2.2 An employee may terminate the adoptive leave earlier than the date set out in 3.1.3 or 3.1.4 by giving written notice not less than one pay period prior to the date the employee wishes the leave to terminate.

3.3 Supplemental Employment Benefit Plan (Adoptive)

3.3.1 An employee except those covered by the Canadian Union of Public Employees, Local 110, and Trades Agreements taking adoptive leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from HRDC to a SEB Plan. The implementation of this clause is subject to the successful arrangement of a SEB Plan with HRDC.

3.3.2 In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the first ten (10) weeks as follows:

- a) for the first two (2) weeks (waiting period), payment equivalent to his/her ninety percent (90%) of gross salary, and
- b) for up to the next immediate eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety (90%) of his/her gross salary.

3.3.3 Where the employee intends to take additional leave, the employee must commence the leave immediately on expiry of the adoptive leave without a return to work after expiry of the adoptive leave.

- 3.3.4 An employee taking additional leave is entitled, provided the terms and conditions of the Master Policies so provide, to prepay the cost of such benefit plans for the duration of the leave. Where the employee prepays the cost, such payment from the employee will include both the Division and employees' share of the costs.
- 3.3.5 The HRDC star! date for the adoptive leave waiting period is the start date for which an employee is eligible for payment under this section.
- 3.3.6 For ten (10) month employees where any portion of the ten (10) weeks for adoptive leave top-up falls during the summer break, winter break, spring break, or any other period for when the employee is not earning salary, the employee is not entitled to receive adoptive leave benefits pursuant to this Article for that portion of the adoptive leave period.
- 3.3.7 Subject to the qualifying period being met, where an employee has commenced adoptive leave prior to the date of adoption of this policy, and a portion of the first ten (10) weeks falls after that date, the employee shall be entitled to receive the paid adoptive leave benefit for that portion (if any) of the first ten (10) weeks of adoptive leave that falls after the date of adoption of the policy.
- 3.3.8 A specific application or registration for a Supplementary Employment Benefits Plan is not required. The only requirement from (HRDC) is that the comment section of the Record of Employment confirm that the conditions of Section 38 of the Employment Insurance Regulations are met.
- 3.3.9 Employees must be regular full or part-time employees (not term/temporary) of the Division during the period when adoptive leave benefits may be paid by the Division in order to be eligible to receive those payments.
- 3.3.10 The qualifying period of seven (7) consecutive working months in the employ of the Division must be served, as per the Employment Standards Code, in order to qualify for any adoptive leave payment. For greater certainty, should an employee fail to serve the full qualifying period prior to the start of the adoptive leave, then that employee shall be eligible to receive adoptive leave benefits only for that portion of the ten (10) weeks which occurs after the completion of the seven (7) month qualifying period.
- 3.3.11 The Division requires, from each employee on adoptive leave, a copy of the letter from HRDC that confirms their approval with effective dates for adoptive benefits in order to accurately calculate her entitlement.
- 3.3.12 Employees not eligible for adoptive leave benefits from HRDC shall not be eligible for the supplemental Employment Benefit Plan.
- 3.3.13 If both adoptive parents are employed by the Division only one employee shall be eligible for the Supplemental Employment Benefit Plan.
- 3.3.14 Should payments to employees be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.
- 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 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 twenty (20) weeks shall require approval of the Board.

Appendix B - Excerpt of Policy GCBD From The Winnipeg School Division Policy Manual

7. PERSONAL BUSINESS LEAVE

7.1 Teaching/Clinical Staff

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:

- 7.1.1 Emergency illness in the family or house-hold or family emergency. Allow one (1) day and deduct up to four (4) days at substitute rate. In special cases, deduct additional days up to a total of ten (10) days at substitute rate.
- 7.1.2 Death:
- member of immediate family or a relative who was a member of the house-hold. Immediate family shall include common law spouse as defined in Section 10 below. Allow up to five (5) consecutive days; deduct at full salary for all days beyond five (5).
 - grandparents, grandchildren. Allow up to two (2) consecutive days; deduct additional days up to a total of five (5) consecutive days absence at substitute rate.
 - spouse's or common law spouse's mother, father, sister, brother, son, daughter. Allow up to two (2) consecutive days; deduct additional days up to a total of five (5) consecutive days absence at substitute rate.
- 7.1.3 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 a total of five (5) consecutive days absence at substitute rate.
 - friend. Deduct at substitute rate.
 - participant in ceremony (eg. Soloist). Allow one-half (½) day.
 - pallbearer. Allow one (1) day.
- Note: Leaves granted in accordance with sections 7.1.1, 7.1.2 and 7.1.3 may not be combined to increase the leave entitlement,*
- 7.1.4 For observance of religious holy days. Allow three (3) days per year. Deduct at Substitute rate for remainder. Requests for religious holy leave shall be governed by the procedure as set forth in the Collective Agreement.

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:

- 7.1.5 Writing exams for university standing. Allow one-half (½) day per exam up to two (2) exams. For three (3) or more exams (half-days) deduct excess at substitute rate.
- 7.1.6 Studying for exams. Deduct at one two-hundredths (1/100) of annual salary.
- 7.1.7 University or Community College Convocation:
- own. Allow one (1) day in town, excess at substitute rate.
 - immediate family. Allow one (1) day; excess at one two-hundredths (1/100) of annual salary.
- 7.1.8 Graduation (High School):
- immediate family. Allow up to one day.

Appendix B - Excerpt of Policy GCBD From The Winnipeg School Division Policy Manual

- 7.1.9 For study (in early summer sessions, etc.) on bursary or course undertaken at School Division's request. Allow.
- Other study with the prior approval of the Division. Allow up to five (5) days; deduct at substitute rate for next five (5) days; remainder of actual cost of substitute.

Note: Leaves approved in accordance with section 7.1.9 shall be limited to one occurrence in any school year.

- 7.1.10 To attend a convention or meeting of an organization with a program relevant to the teacher's position, with the prior approval of the Division. Allow up to five (5) days.
- 7.1.11 To deliver an address before an educational body. Allow.
- 7.1.12 Approved absence which involves financial recompense for a teacher. Amount of recompense may be deducted.
- 7.1.13 Adjudicating at festivals, etc. Deduct at substitute rate.
- 7.1.14 Public service meetings:
- council, school board, etc. Deduct at substitute rate.
- 7.1.15 Musical Festival (own performance). Deduct at substitute rate.
- 7.1.16 Participation in sports:
- or employees participating in league, league championship, zone or round robin play, invitational meets or qualifying competitions. Deduct at one two-hundredth of (1/200) of annual salary.
 - for employees selected as representatives of the city in semi-final or final provincial competition. Deduct at substitute rate.
 - for employees selected by Sports Manitoba as representatives of the Province participating in semi-final or final National competition. Allow.
 - for employees selected to be members of National teams of Canada competing in International competition. Allow.

Note: The above shall include both competitors and coaches. Coaches receiving recompense for days allowed by the Division shall reimburse the Division the amount of the recompense.

- other approved requests (eg. officiating). Deduct at one two-hundredths (1/200) of annual salary.

Note: Leaves approved in accordance with section 7.1.16 shall not exceed five (5) days in total, in any school year.

- 7.1.17 Wedding:
- own. Deduct up to three (3) days at substitute 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 one two-hundredths (1/200) annual salary.

Appendix B - Excerpt of Policy GCBD From The Winnipeg School Division Policy Manual

- in immediate family. In town one-half (½) day substitute rate, out of town one (1) day at substitute rate. Deduct at one two-hundredths (1/200) annual salary for excess.
- 7.1.18
 - Birth of a teacher's child resulting from the teacher's spouse or common law spouse's pregnancy. Allow one (1) day. This entitlement ceases two (2) days after the spouse or common law spouse is discharged from the hospital.
 - Adopting a child. Allow one (1) day.
- 7.1.19 Moving. Deduct at one-two hundredths (1/200) of annual salary.
- 7.1.20 Approved late return from travel (or early departure). Deduct at one two-hundredths (1/200) of annual salary.
- 7.1.21 For quarantine of place of residence. Allow up to five (5) days.
- 7.1.22 Curriculum committee meetings. No deduction. Cost of substitute charged to Manitoba Education, Citizenship and Youth.
- 7.1.23 Extra Curricular Activities
 - a) Commencing with the start of the school year 2002, and thereafter, in any school year (as defined by the Minister of Education, Citizenship and Youth) a teacher will be entitled to a paid leave of absence of one day provided that:
 - i) he/she performs 50 hours of eligible extra-curricular duties during the school year;
 - ii) the date for such leave has been agreed upon between the principal and the teacher;
 - iii) the eligible day leave of absence must be taken within the current school year; and
 - iv) the date for such leave is not adjacent to any holiday period.
 - b) "Extra-curricular activities" means student-related athletic, social, leadership, recreational and cultural activities, occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.
 - c) An eligible extra-curricular activity is an activity which has received prior approval from the school principal.
 - d) Extra-curricular activities as described hereinbefore are voluntary.
- 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.
- 7.3 Where a ten (10) month employee's compassionate leave as detailed in 7.1.2, 7.1.3, 7.2.2, or 7.2.3 commences immediately prior to or during Winter, Spring or Summer Break, the week days (other than statutory holidays) that fall during such breaks shall be considered to form part of the leave.
- 7.4 Notification - **Religious Holy Leave:**
 - 7.4.1 Employees requiring religious holy leave prior to October 15 shall provide the Division with ten (10) working days notice in writing.
 - 7.4.2 Employees requiring religious holy leave after October 15 shall provide notice of all leave required that school year by September 30.

Appendix B - Excerpt of Policy GCBD From The Winnipeg School Division Policy Manual

- 7.4.4 Where appropriate notice has not been given to the Division, the Division shall provide religious holy leave days and that leave, at the Division's discretion, may be:
- i) with pay; or
 - ii) regular salary less minimum rate for the employee's classification in the case of non-teaching employees; or
 - iii) at regular salary less the rate for a substitute in the case of a teaching employee; or
 - iv) with a full deduction of salary for the day.
- 7.5 **Extension of Vacation/Holiday**
Personal Business leave as identified in Section 7.1 and 7.2 shall not be granted for the purpose of extending vacation, break periods or holiday time.
- 7.6 **Deduction Definitions**
- 7.6.1 For the purposes of section 7.1, "Substitute rate" means the rate of salary for a substitute in the teacher's salary classification.
- 7.6.2 For the purposes of section 7.2, "Minimum rate" means the minimum schedule rate for the employee's classification.
- 7.6.3 For the purposes of sections 7.1 and 7.2, "Allow" means no deduction of salary.
- 7.6.4 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.
- 7.7 **Leave Request**
- 7.7.1 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.
- 7.7.2 In emergency situations, the employee shall report to his/her supervisor at the earliest opportunity.
- 7.8 **Reporting Leaves**
Principals or supervisors shall report reasons for absences for personal business in the "remarks" column of the salary report.
- 7.9 **Absence of Principals and Vice-Principals**
- 7.9.1 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.
- 7.9.2 Any principal or vice-principal who expects to be out of the school for one-half (½) day or more shall inform the appropriate Superintendent.
- 7.9.3 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.
- 7.10 **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.

Appendix B - Excerpt of Policy GCBD From The Winnipeg School Division Policy Manual

7.11 **Citizenship Leave**

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

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. **LOAN OF SERVICE**

9.1 Loans of service of Division employees may be granted by the Board of Trustees for a period not to exceed three (3) years to be approved on an annual basis.

9.2 Loans of service will only be granted for employment with public organizations, government departments, or service as an executive member on the local employee group.

9.3 For the purpose of calculating pension, seniority and other benefits for the employee for whom the loan of service has been granted, employment shall be deemed as continuous.

9.4 An employee who wishes to resume employment on the expiration of the loan of service granted in accordance with this section is guaranteed a position upon return in the same or comparable classification with not less than the same wages and benefits.

9.5 Loans of service may be granted for employment with an employee group with which the Division has a Collective Agreement.

10. **DEFINITION OF PARTNER**

10.1 For the purposes of this policy, "common law spouse" shall be defined as a person of the same or opposite gender with whom an employee has established residence and lived in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as his/her spouse.

11. **EMPLOYEES COVERED BY COLLECTIVE AGREEMENTS**

11.1 Where an employee under a Collective Agreement has a leave entitlement which is different than the entitlement specified in this policy, the provisions of the Collective Agreement 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 44(1) of the Workplace Safety and Health Act, Chapter W210 of the Statutes of Manitoba applies to the granting of leave.

THIS AGREEMENT is made

BETWEEN:

THE WINNIPEG SCHOOL DIVISION
("the Division")

AND

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

- 1 The Division employs the teacher and the teacher accepts employment with the Division beginning on
- 2 The teacher will be employed *[strike out the clause that does not apply]*
 - (a) full-time; or
 - (b) part-time, for the following portion of full-time employment:
- 3 The teacher agrees to carry out the teaching assignment and other duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules.
- 4 The Division agrees to pay the teacher at the times, and in accordance with the salary schedules, set out in the collective agreement. But in December and June, payments will be made only after the teacher provides certified half-yearly returns and other reports.
- 5 The parties agree that:
 - (a) the teacher is not required to work on days that are holidays – or subject to the collective agreement, vacations – as set out in the School Days, Hours and Vacations Regulation, Manitoba Regulation 101/95,
 - (b) if absent due to an illness that is certified in accordance with the collective agreement by a duly qualified medical practitioner or by the teacher, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba.
- 6 If, immediately before entering into this agreement, a teacher has taught for the Division under a Limited Term Teacher – Winnipeg School Division agreement for two full consecutive years, that period is deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under this agreement

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

"certificate" means a teaching certificate or a clinician certificate issued by the Minister of Education, Citizenship and Youth;

"Code of Rules" means the Code of Rules of the Division, as agreed to in the collective agreement;

"collective agreement" means the collective agreement between the Division and The Winnipeg Teachers' Association of The Manitoba Teachers' Society that is in effect during the term of this agreement.

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

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

Clinicians

If this agreement is between the Division and a clinician,

- (a) all references to "teacher" are to be read as references to "clinician", and all references to "taught" are to be read as references to "served"; and
- (b) clause 3 is to be read as follows:

The clinician agrees to carry out the duties he or she is assigned by the Division or its Superintendent diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules and his or her professional responsibilities.

THIS AGREEMENT is made

BETWEEN:

THE WINNIPEG SCHOOL DIVISION
("the Division")

AND

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

- 1 The Division employs the teacher and the teacher accepts employment with the Division beginning on
- 2 The teacher will be employed as limited term teacher ~~[/strike out the clause that does not apply]~~
- (a) full-time; or
- (b) part-time, for the following portion of a full-time teacher's employment
- 3 The teacher agrees to carry out the teaching assignment and other duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules.
- 4 The Division agrees to pay the teacher at the times, and in accordance with the salary schedules, set out in the collective agreement. But in December and June, payments will be made only after the teacher provides certified half-yearly returns and other reports
- 5 The parties agree that:
- (a) the teacher is not required to work on days that are holidays – or subject to the collective agreement, vacations – as set out in the School Days, Hours and Vacations Regulation, Manitoba Regulation 101/95,
- (b) if absent due to an illness that is certified in accordance with the collective agreement by a duly qualified medical practitioner or by the teacher, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba; and
- (c) if the teacher's certificate is suspended for a period of time, the obligations of the parties are suspended for that same period
- 6 If the teacher has taught for two full consecutive years for the Division under this form of agreement (Limited Term Teacher – Winnipeg School Division), and accepts employment as a teacher for the Division for a third full consecutive year,
- (a) in that third year, the teacher will be employed under a Regular Teacher – Winnipeg School Division agreement; and
- (b) those two full years of service under this form of agreement (Limited Term Teacher) will be deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under that Regular Teacher – Winnipeg School Division agreement.
- Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher agreement from the first teaching day of a full term to the last teaching day of the next following spring term.
- 7 Clause 6 does not apply to a teacher who holds a limited teaching permit.
- 8 This agreement is terminated on the earliest of the following:
- (a) on
- (b) if the teacher is employed as a replacement for another teacher who is under contract with the Division, on the day before that other teacher resumes his or her duties;
- (c) on the day the teacher and the Division agree to;
- (d) on the day the teacher ceases to hold a certificate;
- (e) on the June 30 after the teacher begins employment under this contract.
- This agreement may also be terminated during its term by either party
- (a) on December 31, but only if the party terminating the agreement gives written notice, with reasons if requested, to the other party at least one month before December 31; or
- (b) on one month's written notice given to the other party, if there is an emergency affecting the welfare of the Division or the teacher, but in this case the Division may pay the teacher one month's salary instead of giving written notice.
- 9 When this agreement is terminated, the final payment of salary is to be adjusted so that the total salary received by the teacher is in accordance with the following formula $A = B \times CID$
- In this formula:
- A is the total salary to be received by the teacher;
- B is the annual salary rate in effect for the teacher, pursuant to the collective agreement
- C is the number of days the teacher actually taught;
- D is the number of days in the school year prescribed by regulation
- 10 The Code of Rules forms part of this agreement
- 11 In this agreement,
- "certificate" means a teaching certificate or a clinician certificate issued by the Minister of Education, Citizenship and Youth.
- "Code of Rules" means the Code of Rules of the Division, as agreed to in the collective agreement
- "collective agreement" means the collective agreement between the Division and The Winnipeg Teachers' Association of The Manitoba Teachers' Society that is in effect during the term of this agreement.

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

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

Clinicians

If this agreement is between the Division and a clinician,

- (a) all references to "teacher" are to be read as references to "clinician", and all references to "taught" are to be read as references to "served"; and
- (b) clause 3 is to be read as follows:

The clinician agrees to carry out the duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules and his or her professional responsibilities.

THIS AGREEMENT is made on

BETWEEN:

THE WINNIPEG SCHOOL DIVISION
["the school board"]

AND

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

- 1** The school board agrees to employ the teacher, and the teacher agrees to accept employment with the school board, to teach in place of another teacher as a substitute
- (a) on the specific day or days agreed to by the parties in advance; and
- (b) on any other days requested by the school board or its designate, subject to the teacher being available:

during the following school year:

- 2** The teacher agrees to diligently and faithfully carry out the teaching assignment and other duties he or she is assigned by the school board in accordance with the Acts and regulations of Manitoba.
- 3** The school board agrees to pay the teacher in accordance with the collective agreement.
- 4** This agreement is terminated on the earlier of the following days:
- (a) on the day that is the last day of the school year specified in section 1;
- (b) on the day the teacher and the school board agree,
- (c) on the day the teacher ceases to hold a certificate, or his or her certificate is suspended.
- 5** This agreement is effective the day it is made.

- 6** In this agreement,

"certificate" means a teaching certificate, issued by the Minister of Education, Citizenship and Youth;

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

"school year" means the period beginning on July 1 of one year and ending on June 30 of the next year.

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

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

Winnipeg School Division

Where Winnipeg School Division is the school board, clause 2 is replaced with the following:

- 2** The teacher agrees to carry out the teaching assignment and other duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with
- (a) the Acts and regulations of Manitoba; and
- (b) the Code of Rules of the Division, as agreed to in the collective agreement.

- A -

Ability of Teachers	23
Absence for Writing Examinations	30
Absences. Leaves of.....	25
Absence of Principal, Allowance to Teacher	19
Academic Qualification	23
Additional Vice-Principals..... Memo of Agreement	
Addresses & Lists of Names.....	37
Administrative Replacements.....	15
Adoptive Leave.....	29, Memo of Agreement
Adult English Second as a Second Language.....	20
Adverse Reports. Personnel Files.....	36
Agent. Bargaining.....	1
Agreement Duration.....	1
Allowance for Travel	19
Allowance to a Teacher while Principal Absent	19
Allowances & Rates - Section C.....	18
Allowances for Department Heads/Team Leaders.....	18
Allowances for Teachers Not In Administrative Positions.....	18
Appendix A	40
Applicable Articles of the Collective Agreement.....	21
Applicability of Regulations. By-law. & Code of Rules.....	2
Application of Retroactive Salary Adjustments.....	8
Application of Teacher Lay Off Procedure While on Leave.....	31
Auxiliary Personnel. Salary Rates.....	19

- B -

Bargaining Agent.....	1
Basic Salary Entitlement, Method of Determining.....	8
Basic Salary Schedule.....	5
Basic Salary Schedule with Dental Plan.....	40
Benefit Plans - Section D.....	22

- C -

Centre Year.....	32
Certificates for Absence Due to Illness.....	26
Classification of Schools.....	14
Clinicians.....	7
Code of Rules & Regulations.....	2, Attached
Committee on Adjustments	4
Compassionate Care Leave	38
complaints.....	36
Consultants, Initial Salary & Increments.....	16
Consultants, Provisions Governing Employment of.....	34
Continuous Employment.....	23
contracting out.....	37
Contracts.....	2
Counsellors During Summer Vacation, Employment of.....	34
Court Appearances.....	30
Cumulative Sick Leave	25
Cumulative Standard Vacation.....	32

- D -

Deduction of Fees.....	2
Deduction of Manitoba Teachers' Society Fees.....	3
Deduction of Winnipeg Teachers' Association Fees.....	2
Definitions - Dept. of Education.....	38
Dental insurance.....	22
Department Heads/Team Leaders..... Letter of Understanding	
Department Heads/Team Leaders, Allowances for	18
Determination of Salary/Rates - Section B	5
Direct Deposit of Salaries.....	12
Disability Insurance Plan.....	22
Discipline.....	35
Disputes. Provisions for Settlement.....	4
Division Initiated Transfers.....	34

Duration of Agreement.....	1
----------------------------	---

- E -

Educational &/or Professional Qualifications.....	6
Employment of Counsellors - Summer Vacation.....	34
Employment. Continuous.....	23
English as an Additional Language (Adult), Teachers.....	20
Establishment, Principalships & Vice-Principalships	14
Examinations, Absence for the Purpose of Writing	30
Experience.....	23
Experience. Teaching.....	7

- F -

Fees. Deduction of.....	2
-------------------------	---

- G -

Governance - Section A	1
Grievance Procedure.....	4
Group Insurance.....	22

- H -

Harassment.....	36
Hours of Work - Incumbent Lab Assist..... Memo of Agreement	

- I -

Increments	8
Individual Teacher's Contract.....	2
Initial Salary & Increments for Service Directors	15
Initial Salary & Increments for Consultants.....	16
Initial Salary & Increments for Principals, Vice-Principals.....	13
Insurance, Dental.....	22
Insurance, Group.....	22
Interest on Retroactive Salary.....	18

- J -

Joint Committee	37
-----------------------	----

- L -

Laboratory Assistants. Salary Schedule	17
Laboratory Assistants. Summer School.....	20
Lay off Procedure.....	23
Lay off Procedure. Teacher on Leave.....	31
Leave, Religious Holy.....	31
Leave. Compassionate Care	38
Leave. Court Appearances.....	30
Leave, Cumulative Sick	25
Leave, Maternity/Adoptive	29
Leave. Pregnant Teacher	27
Leave, Professional Business.....	28
Leave, Religious Holy.....	31
Leave. Sabbatical	27
Leave. Sick	25
Leave. Writing Examinations	30
Leaves	25
Lists of Names & Addresses.....	37

- M -

Manitoba Teachers' Society Fees.....3, 21
 Maternity Leave Benefits Appl. Rules..... Memo of Agreement
 Maternity/Adoptive Leave..... Letter of Understanding
 Maternity Leave/Adoptive Leave.....29
 Meal Period.....32
 Method of Determining Basic Salary Entitlement.....8

- N -

Names & Addresses. Lists of.....37

- P -

Parking Facilities for Employees.....35
 Parking Facilities Review Committee.....Memo of Agreement
 Part-Time Teachers & Pro Rata of Allowance.....10
 Payment of Salaries.....10
 Payment of Salaries Effective September 1, 201011
 Personnel Development Program.....35
 Personnel Files & Adverse Reports.....36
 Placement of Teachers of Vocational Subjects.....10
 Position not Covered by Collective Agreement.....37
 Pregnant Teacher. Leave for27
 Preparation Time31
 Principal's Absence, Allowance to Designated Teacher.....19
 Principals & Vice-Principals. Reclassification of15
 Principals & Vice-Principals, Salary Schedule.....12
 Principalships & Vice-Principalships, Est. of.....14
 Pro Rata of Allowance10
 Procedure, Lay off23
 Professional Business. Leave for.....28
 Professional Development.....21
 Promissory Note.....41
 Provisions for Settlement of Disputes.....4
 Provisions Governing Employment of Consultants.....34
 Provisions Governing Application of the Salary Schedule.....13
 Purpose.....1

- Q -

Qualifications.....6
 Qualifications, Academic.....22
 Qualifications, Reclassification Due to Additional.....9

- R -

Reclassification Due to Additional Qualifications.....9
 Reclassification of Principals & Vice Principals15
 Reclassification Due to a Change in Evaluation.....9
 Re-Evaluation of Qualifications.....9
 Religious Holy Leave.....31
 Replacements. Administrative.....15
 Resource Teachers During Summer Vacation. Employment of34
 Retroactive Salary Adjustments. Application of8
 Retroactive Salary. Interest on.....18

- S -

Sabbatical Leave.....27
 Salaries. Administrative Positions.....15
 Salaries, Service Directors, Area Service Director15
 Salaries, Direct Deposit.....12
 Salaries, Teachers.....5
 Salaries, Principal, Vice-Principal.....12
 Salary Rates. Auxiliary Personnel.....19

Salary Schedule. Basic.....5
 Salary Schedule, Consultants.....16
 Salary Schedule, Laboratory Assistants17
 Salary Schedule. Principals & Vice-Principals.....12
 Salary Schedule. Service Director, Area Service Director.....15
 Salary Schedule, Teachers.....5
 Salary Schedule with Dental Plan.....40
 Schedule C - Regular Teacher Attached
 Schedule D - Limited Term Teacher Attached
 School Holidays.....32
 School Year, Standard32
 School Year, Twelve Month.....32
 Service Directors, Initial Salary & Increments.....15
 Service Directors, Work Year16
 Sick Leave.....21
 Sick Leave. Cumulative.....25
 Singular/Plural4
 Standard School Year32
 Standard Vacations.....32
 Substitute Assignment..... Letter of Understanding
 Substitute Teachers..... Code of Rules, 20
 Summer School Laboratory Assistants.....20
 Summer School Teachers & Principals.....20

- T -

Teacher Lay off Procedure.....23
 Teacher of English as an Additional Language.....20
 Teacher, Leave for Pregnant.....27
 Teacher's Contract, Individual.....2
 Teachers. Salary Schedule.....5
 Teachers, Ability of23
 Teachers, Substitute.....20
 Teachers Not In Administrative. Allowances for18
 Teaching Experience.....7
 Training23
 Transfers.....34
 Transfer, Division Initiated.....34
 Transfer. Voluntary34
 Travel. Allowance for.....18
 Twelve Month School Year.....32

- V -

Vice-Principals. Additional Memo of Agreement
 Vice-Principals, Salary Schedule12
 Vocational Teachers.....10
 Voluntary Transfers.....34

- W -

Winnipeg Teachers' Association Fees.....2
 Work Year- Service Directors. Area Service Directors16
 Working Conditions - Section E.....23