

**AGREEMENT BETWEEN**

**THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION**

**AND**

**THE ST. JAMES-ASSINIBOIA TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY**

**JULY 1, 2010 – JUNE 30, 2014**

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## ARTICLE 1.0: Purpose

It is the intent and purpose of the parties to this Agreement to promote and improve the professional and academic services rendered to the taxpayers and the school children of the St. James-Assiniboia School Division and to improve the working relations between the St. James-Assiniboia School Division (hereinafter referred to as the Board), and the St. James-Assiniboia Teachers' Association of the Manitoba Teachers' Society (hereinafter referred to as the Association), to establish an acceptable salary schedule and other conditions of engagement resulting from the operation of this Agreement.

## ARTICLE 2.0: Effective Period

This Agreement and the articles contained herein shall come into force and take effect on July 1, 2010, unless otherwise agreed to, and shall remain in force until June 30, 2014, the Agreement shall thereafter automatically renew itself July 1st from year to year, unless either party gives the other a written notice by registered mail of a desire to terminate or amend the Agreement during the month of April of the year in which such termination or amendment is desired. It is agreed that in such a case the parties will confer no later than fifteen days after receipt of such notice.

## ARTICLE 3.0: Classification

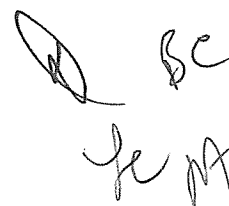
### 3.01 Educational Qualifications

#### (a) Classification

Except as otherwise provided in this Agreement, teachers shall be placed on the basic salary schedule (as per Article 4.01) according to determinations made by the Administration and Teacher Certification Branch of Manitoba Education.

Note: Manitoba Education is the term used throughout this Agreement to refer to the Department of Education, Manitoba Education Training and Youth, Manitoba Education Citizenship and Youth or any other future change in name. Minister of Education is the term used for the Government's Minister responsible for public schools.

- CLASS 3 - Department of Education rating P1A3
- CLASS 4 - Department of Education rating P1A4
- CLASS 5 - Department of Education rating P1A5, P2A4
- CLASS 6 - Department of Education rating P1A6, P2A5
- CLASS 7 - Department of Education rating P2A6

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(b) Exceptions

Teachers not conforming to above grant pattern, see Appendix "A".

3.02 Letter of Authority

Teachers on Letter of Authority shall be placed one class below the placement that they would receive if they had a teaching certificate.

**ARTICLE 4.0: Salaries**

**A. Teachers**

Articles 3.0 and 4.0 and the Auxiliary Agreement shall determine a teacher's salary.

4.01 (a) Salary Determination

Teachers' Salary Grid July 1, 2010

Dental Plan premium \$ 1088.76

	Class	Class	Class	Class	Class
Increments	3	4	5	6	7
0	\$38,768	\$46,870	\$50,094	\$53,150	\$55,295
1	\$40,904	\$49,438	\$52,937	\$56,027	\$58,805
2	\$43,044	\$52,004	\$55,787	\$58,900	\$62,306
3	\$45,919	\$54,570	\$58,630	\$61,775	\$65,811
4	\$48,804	\$57,167	\$61,473	\$64,646	\$69,324
5	\$51,690	\$60,362	\$64,674	\$68,156	\$72,826
6	\$54,620	\$63,551	\$67,862	\$71,664	\$76,334
7		\$66,748	\$71,059	\$75,177	\$79,842
8		\$69,939	\$74,244	\$78,685	\$83,514
9		\$73,139	\$77,443	\$82,222	\$87,186

Teachers' Salary Grid Mar 1, 2011

Dental Plan Premium \$ 1105.08

	Class	Class	Class	Class	Class
Increments	3	4	5	6	7
0	\$39,350	\$47,573	\$50,846	\$53,948	\$56,125
1	\$41,518	\$50,180	\$53,731	\$56,868	\$59,687
2	\$43,690	\$52,784	\$56,624	\$59,784	\$63,241
3	\$46,608	\$55,389	\$59,510	\$62,702	\$66,799
4	\$49,536	\$58,025	\$62,395	\$65,616	\$70,364
5	\$52,466	\$61,268	\$65,644	\$69,179	\$73,919
6	\$55,440	\$64,505	\$68,880	\$72,739	\$77,479
7		\$67,750	\$72,125	\$76,305	\$81,040
8		\$70,988	\$75,358	\$79,866	\$84,767
9		\$74,236	\$78,605	\$83,456	\$88,494

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Teachers' Salary Grid July 1, 2011  
 Dental Plan Premium \$1296.24

	Class	Class	Class	Class	Class
Increments	3	4	5	6	7
0	\$39,968	\$48,356	\$51,694	\$54,858	\$57,079
1	\$42,179	\$51,015	\$54,637	\$57,836	\$60,712
2	\$44,395	\$53,671	\$57,588	\$60,811	\$64,337
3	\$47,371	\$56,328	\$60,531	\$63,787	\$67,966
4	\$50,358	\$59,017	\$63,474	\$66,759	\$71,602
5	\$53,346	\$62,324	\$66,788	\$70,394	\$75,228
6	\$56,380	\$65,626	\$70,089	\$74,025	\$78,860
7		\$68,936	\$73,399	\$77,662	\$82,492
8		\$72,239	\$76,696	\$81,294	\$86,293
9		\$75,552	\$80,008	\$84,956	\$90,095

2012-13 Dental premiums to be determined by Mercer

2013-14 Dental premiums to be determined by Mercer

(b) The placing of a teacher on the Salary Schedule whose educational qualifications are not defined in Articles 3 and 4 shall be determined by the Chief Superintendent or his or her designate after prior consultation and negotiation with the Association.

4.02 Allowance for Previous Teaching Experience

(a) Subject to Article 4.02 (b), years of previous teaching experience shall be recognized at the rate of one increment for each year of experience as recognized by the Teachers' Certification Branch of Manitoba Education until such teacher reaches the maximum in his/her classification, such maximum being in accordance with Article 4.01 (a) of this Agreement. Only one year of teaching experience in Manitoba on letter of authority will be credited, provided such teacher now holds a valid teaching certificate.

(b) Related Experience of Vocational Teachers (\*)

Experience related to the duties of vocational teachers shall be recognized according to the following pattern:

- 2 - 4 years of related experience = 1 increment
- 5 - 7 years of related experience = 2 increments
- 8 years and over of related experience = 3 increments

The termination date of related experience claimed must be within five (5) years of the application for recognition of such experience. All claims as to related experience will be subject to Board/Association Agreement.

- (\*) A Vocational Teacher is a teacher teaching a vocational course offered in the St. James-Assiniboia School Division as approved by the Board. The Board shall consider all vocational courses approved by Manitoba Education as vocational courses.

4.03 Increments

- (a) Each teacher shall receive one increment for each year of service recognized by Manitoba Education until such teacher reaches the maximum in his/her classification, such maximum being in accordance with Article 4.01 (a) of this Agreement.
- (b) All teachers shall proceed from their initial salaries by annual increments as outlined in Section 4.01 (a).

4.04 Anniversary Date

The anniversary date for annual increments for teachers shall be the first day of the teaching month that follows the date on which the teacher completes a year of teaching experience as recognized by Manitoba Education.

4.05 Additional Qualifications

An allowance for additional qualifications shall be paid to a teacher: provided that evidence of such additional qualifications is filed with the Secretary-Treasurer. This allowance shall take effect the first day of the teaching month following receipt of evidence (copy of official notice) of successful completion of requirements for a higher classification.

4.06 Coordinators, Department Heads and Program Implementation Assistants

- (a) Coordinators

A Coordinator shall be responsible to the Chief Superintendent or designate for the coordination of work in a specific area of education.

- (1) A full-time coordinator shall receive an allowance as per the schedule below, in addition to salary provided in Article 4.01.

July 1, 2010 to Feb 28, 2011			Mar 1, 2011 to June 30, 2011		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$4,383	\$5,430	\$6,516	\$4,449	\$5,511	\$6,614

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July 1, 2011 to June 30, 2012			July 1, 2012 to June 30, 2013		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$4,538	\$5,621	\$6,746	\$4,629	\$5,733	\$6,881

July 1, 2013 to June 30, 2014		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$4,722	\$5,848	\$7,019

- (2) A Coordinator appointed on less than a full-time basis shall receive a pro rata share of the allowance provided in Article 4.06 (a)(1) based on his/her percentage of time as a Coordinator.
- (3) Whenever practicable, the date of appointment or re-appointment of a Coordinator shall be made no later than May 31st of each year.
- (4) With respect to Coordinators serving in a position as at June 30th, 1994, if such position is subsequently eliminated, such Coordinator who has served in a position for ten or more years and has five years or less until age 65 may be assigned to a teaching position but shall continue to receive the Coordinators' allowance until retirement. This Article shall not apply to Coordinators appointed after June 30<sup>th</sup>, 1994.

(b) Secondary Department Heads and Middle School Team Leaders

A Department Head shall be a qualified teacher appointed by the Chief Superintendent to assist the principal with the operation of a specific subject area in grades 6 through Senior 4. Subject area is defined as one in which students obtain a credit.

A Middle School Team Leader shall be a qualified teacher appointed by the Chief Superintendent to assist the principal with the operation of a Middle School team of teachers at a specific grade level in grades 6 through 8.

- (1) (a) A Middle School Team Leader or a Department Head of subject areas shall receive an allowance, in accordance with the number of continuous years in the position of Department Head and/or Team Leader as follows:

July 1, 2010 to Feb 28, 2011			Mar 1, 2011 to June 30, 2011		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$681	\$971	\$1261	\$691	\$986	\$1,280

July 1, 2011 to June 30, 2012			July 1, 2012 to June 30, 2013		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$705	\$1,006	\$1,306	\$719	\$1,026	\$1,332

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July 1, 2013 to June 30, 2014		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$733	\$1,047	\$1,359

PLUS: In addition, each Department Head shall receive:

July 1, 2010 to Feb 28, 2011			Mar 1, 2011 to June 30, 2011		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$145	\$183	\$212	\$147	\$186	\$215

July 1, 2011 to June 30, 2012			July 1, 2012 to June 30, 2013		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$150	\$190	\$219	\$153	\$194	\$223

July 1, 2013 to June 30, 2014		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$156	\$198	\$227

per full time equivalent teacher in the Department, not including the Department Head. In application of the Clause, the number of full-time equivalent teachers shall be determined by totaling the actual teaching time in the department, not including the Department Head's time. (e.g. total teaching time of 3.4 teachers in the department shall count as 3.4 full-time equivalent teachers).

PLUS: In addition, each Team Leader shall receive:

July 1, 2010 to Feb 28, 2011			Mar 1, 2011 to June 30, 2011		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$92	\$131	\$160	\$93	\$133	\$162

July 1, 2011 to June 30, 2012			July 1, 2012 to June 30, 2013		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$95	\$136	\$165	\$97	\$139	\$168

July 1, 2013 to June 30, 2014		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$99	\$142	\$171

for each homeroom class for which the teacher is Team Leader in the specific grade. Each homeroom class will be counted once for Team Leader allowances.

- (1) (b) A Department Head of Vocational Subject areas (subject area is defined as one in which students obtain a credit), shall receive an allowance as follows:

July 1, 2010 to Feb 28, 2011			Mar 1, 2011 to June 30, 2011		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$1,801	\$1,933	\$2,523	\$1,828	\$1,962	\$2,561
July 1, 2011 to June 30, 2012			July 1, 2012 to June 30, 2013		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$1,865	\$2,001	\$2,612	\$1,902	\$2,041	\$2,664
July 1, 2013 to June 30, 2014					
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>			
\$1,940	\$2,082	\$2,717			

PLUS: In addition each Department Head of Vocational Subject Areas shall receive:

July 1, 2010 to Feb 28, 2011			Mar 1, 2011 to June 30, 2011		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$145	\$183	\$212	\$147	\$186	\$215
July 1, 2011 to June 30, 2012			July 1, 2012 to June 30, 2013		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$150	\$190	\$219	\$153	\$194	\$223
July 1, 2013 to June 30, 2014					
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>			
\$156	\$198	\$227			

per full-time equivalent teacher in the Department, not including the Department Head. In application of the above Clause, the number of full-time equivalent teachers shall be determined by totaling the actual teaching time in the department, not including the Department Head's time. (e.g. total teaching time of 3.4 teachers in the department shall count as 3.4 full-time equivalent teachers.)

NOTE: Department Heads employed as at June 30, 1994 will have their current rate of pay grandfathered. (See Appendix B of the Collective Agreement)

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(1) (c) Secondary Department Heads in an instructional program across the school shall receive remunerations as follows:

July 1, 2010 to Feb 28, 2011		Mar 1, 2011 to June 30, 2011	
<u>Total Teaching Staff involved in Program</u>	<u>Remuneration</u>	<u>Total Teaching Staff involved in Program</u>	<u>Remuneration</u>
1 - 20	\$1,435	1 - 20	\$1,457
21 - 40	\$1,871	21 - 40	\$1,899
40 and over	\$2,294	40 and over	\$2,328

July 1, 2011 to June 30, 2012		July 1, 2012 to June 30, 2013	
<u>Total Teaching Staff involved in Program</u>	<u>Remuneration</u>	<u>Total Teaching Staff involved in Program</u>	<u>Remuneration</u>
1 - 20	\$1,486	1 - 20	\$1,516
21 - 40	\$1,937	21 - 40	\$1,976
40 and over	\$2,375	40 and over	\$2,423

Sept. 2009 to June 30, 2010	
<u>Total Teaching Staff involved in Program</u>	<u>Remuneration</u>
1 - 20	\$1,546
21 - 40	\$2,016
40 and over	\$2,471

(c) Program Implementation Assistants

A Program Implementation Assistant shall be a qualified teacher appointed by the Chief Superintendent to assist with the operation of a specific subject area in kindergarten through to grade five (5).

A Program Implementation Assistant shall receive an allowance in accordance with the number of continuous years in the position of Program Implementation Assistant, as follows:

July 1, 2010 to Feb 28, 2011		Mar 1, 2011 to June 30, 2011	
<u>Year 1</u>	<u>Year 2</u>	<u>Year 1</u>	<u>Year 2</u>
\$596	\$884	\$605	\$897

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July 1, 2011 to June 30, 2012

<u>Year 1</u>	<u>Year 2</u>
\$617	\$915

July 1, 2012 to June 30, 2013

<u>Year 1</u>	<u>Year 2</u>
\$629	\$933

July 1, 2013 to June 30, 2014

<u>Year 1</u>	<u>Year 2</u>
\$642	\$952

- (d) Remuneration for any new position below that of Deputy Assistant Superintendent created by the Board in the duration of this Agreement and not covered by this Agreement shall, upon a reasonable basis of concern presented by the Association, be subject to negotiations between the Association and the Board.

## B. Administrators

### 4.07 Administrative Positions

- (a) For the purpose of determining administrative salaries pupil enrolments shall be weighted on the following basis:

Pupil Weight -

Early Years School (Gr. K - 5)	shall count as 1
Middle Years School (Gr. 6 - 8)	shall count as 1 1/2
Senior Years School (Sr. 1 - Sr. 4)	shall count as 2
Special Students (eg. L2)	shall count as 2

- (b) i) Principals and vice-principals shall be paid according to the following salary schedule, subject to the provisions of 4.07 (c). The terms "principal" or "principalship" when used in Article 4.07 should be read to include Administrator of Educational Support Services, Administrator of Technology and Administrator of Educational Leadership and Professional Development.
- ii) The Administrator of Educational Support Services and the Administrator of Educational Leadership and Professional Development are placed on the Administrative Salary Grid at the same position as a principal of a school with a student count of 251 to 500 students. The Administrator of Technology is placed on the Administrative Salary Grid at the same position as a principal of a school with a student count of 1 to 250 students.

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Administrative Salary Grid July 1, 2010  
 Dental Plan Premium \$ 1088.76

	WT. PUPIL	1	2	3	4
TEACHING V.P.	N/A	\$81,175	\$83,969	\$86,780	\$89,573
SUP. V.P. & PRINCIPAL OF A SCHOOL OR ADMIN OF TECH	1-250	\$85,839	\$88,643	\$91,448	\$94,166
PRINCIPAL OF A SCHOOL OR ADMIN OF E.S.S. OR ED. LEADERSHIP AND P.D.	251-500	\$92,377	\$95,008	\$97,529	\$100,062
PRINCIPAL OF A SCHOOL	501-900	\$99,972	\$102,668	\$105,363	\$108,059
PRINCIPAL OF A SCHOOL	901-2000	\$105,324	\$108,015	\$110,713	\$113,404
PRINCIPAL OF A SCHOOL	2000+	\$108,059	\$110,756	\$113,448	\$115,974

Administrative Salary Grid Mar 1, 2011  
 Dental Plan Premium \$ 1105.08

	WT. PUPIL	1	2	3	4
TEACHING V.P.	N/A	\$82,393	\$85,229	\$88,082	\$90,917
SUP. V.P. & PRINCIPAL OF A SCHOOL OR ADMIN OF TECH	1-250	\$87,127	\$89,973	\$92,820	\$95,579
PRINCIPAL OF A SCHOOL OR ADMIN OF E.S.S. OR ED. LEADERSHIP AND P.D.	251-500	\$93,763	\$96,433	\$98,992	\$101,563
PRINCIPAL OF A SCHOOL	501-900	\$101,472	\$104,208	\$106,944	\$109,680
PRINCIPAL OF A SCHOOL	901-2000	\$106,904	\$109,636	\$112,374	\$115,105
PRINCIPAL OF A SCHOOL	2000+	\$109,680	\$112,418	\$115,150	\$117,714

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Administrative Salary Grid July 1, 2011  
 Dental Plan Premium \$ 1296.24

	WT. PUPIL	1	2	3	4
TEACHING V.P.	N/A	\$83,872	\$86,765	\$89,675	\$92,566
SUP. V.P. & PRINCIPAL OF A SCHOOL OR ADMIN OF TECH	1-250	\$88,701	\$91,604	\$94,508	\$97,322
PRINCIPAL OF A SCHOOL OR ADMIN OF E.S.S. OR ED. LEADERSHIP AND P.D.	251-500	\$95,469	\$98,193	\$100,803	\$103,425
PRINCIPAL OF A SCHOOL	501-900	\$103,333	\$106,123	\$108,914	\$111,705
PRINCIPAL OF A SCHOOL	901-2000	\$108,873	\$111,660	\$114,453	\$117,238
PRINCIPAL OF A SCHOOL	2000+	\$111,705	\$114,497	\$117,284	\$119,899

2012-13 Dental premiums to be determined by Mercer

2013-14 Dental premiums to be determined by Mercer

\*\* All increments are one year

(c) The provisions governing the application of the Salary Schedule as set out in Article 4.07 (a) are:

(1) (a) Classification of Schools

Schools shall be classified annually, effective September 1st, on the basis of the average active enrolment during the previous school year (except where the anticipated enrolment before January 31st next following would warrant a different classification), and with an allowance of twenty-five pupils either way.

(b) Maintaining Classification

Notwithstanding (1) (a) above on the recommendation of the Chief Superintendent, a school in which the enrolment has declined may remain in its existing classification.

(c) Principals or Vice-Principals Electing Early Retirement

Notwithstanding (1) (a), a principal or vice-principal who has been in the continuous employ of the Board for more than ten years and who has reached the age of 50 years shall be exempt from salary reclassification due to declining enrolment or due to transfer to another school with a lower enrolment or to another position with less responsibility provided he/she elects to retire at the age of 55.

The principal or vice-principal who wishes to benefit by this Clause is required to specify in writing to the Board the selected retirement date. If a principal or vice-principal does not retire on the selected retirement date after having benefited by this Clause, then his/her salary will be reclassified on the selected retirement date and from that date he/she shall be paid a salary in accordance with the salary schedule clause 4.07 (b) and he/she shall not be eligible to obtain benefits of clauses 4.07 (c) (1) (d) and 4.07 (c) (1) (e).

(d) Salary Reclassification of Principals and Vice-Principals with 5 Years or Less Remaining Before Age 60

Notwithstanding (1) (a), (b) and (c), a principal or vice-principal who has been in the continuous employ of the Board for more than ten years and who has 5 years or less remaining prior to age 60 shall be exempt from salary reclassification due to declining enrolment or due to transfer to another school with a lower enrolment or to another position with less responsibility.

(e) Declining Enrolment and Reclassification of Salary

(i) Notwithstanding (1) (a), (b), (c) and (d) above, in a school in which the enrolment has declined, the principal or supervising vice-principal shall have his/her salary reduced to the salary of the new classification in three steps. The first year his/her salary shall be reduced by one-third (1/3) and the second year by two-thirds (2/3) of the difference between the salary at the time of reclassification and the salary of the new classification.

(ii) A teaching vice-principal whose position is eliminated due to declining enrolment shall have his/her salary reduced in three steps, as follows:

the first year his/her salary shall be reduced by one-third (1/3) and the second year by two-thirds (2/3) of the difference between his/her salary as a teaching vice-principal and his/her salary in accordance with Article 4.01 (a) and applicable allowances.

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(2) For placement upon the salary scale, administrative experience with the Division shall count as follows:

- (a) For each full year as a teaching Vice-Principal - 1 increment per year
- (b) For each full year as a supervising vice-principal - 1 increment per year
- (c) For each full year as a principal - 1 increment per year
- (d) For each full year as a coordinator - 1/2 increment per year
- (e) For each full year as a Deputy Assistant Superintendent or Chief Superintendent in this Division - 1 increment per year

(3) A teaching vice-principal shall be defined as one teaching more than 25% of the time. A supervising vice-principal shall be defined as one teaching 25% of the time or less.

(4) Upon promotion to a principalship or vice-principalship, the appointee shall be placed on the Administrative Grid in accordance with Article 4.07 (c) (2) and shall progress on the grid with annual increments except as follows:

- (a) Where a teacher is appointed to a principalship or vice-principalship the appointee shall be placed (pegged) at the closest step on the Administrative Grid (4.07 (b)) above his/her present salary (including any special allowances) and the appointee shall remain at that step on the grid until his/her actual administrative experience catches up to his/her "pegged" experience or until such time as he/she is appointed to a higher classification on the Administrative Grid.
- (b) Where a teaching vice-principal is appointed to a supervising vice-principalship or, principalship, he/she shall be placed at the closest step on the Administrative Grid (4.07 (b)) above the salary he/she earned as a teaching vice-principal and shall progress on the grid with annual increments.

4.08 Designated Teacher During Absence of Principal

For each school building not provided with the services of a vice-principal, a teacher shall be designated to act as principal during the principal's absence. The teacher shall be appointed by the Board before September 30th in each year. The teacher so designated shall receive an allowance of \$486, as of September 2010, \$493 as of March 2011, \$503 as of September 2011, \$513 as of September 2012, and \$523 as of September 2013, above the salary as provided in Article 4.01.

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(Effective date of signing.)

In circumstances where the Principal, Vice Principal (where appointed) and designated teacher are all absent from the school, an Acting Teacher-In-Charge shall be designated and shall receive a \$35.00 allowance for each full day or portion thereof of such absence. A substitute teacher shall be supplied to replace the classroom teacher while performing designate duties when required.

4.09 No teacher now on staff shall suffer a reduction in salary by reason of the adoption of Article 4.0.

**ARTICLE 5.0: Leave of Absence**

5.01 Per Diem Salary Rate

Wherever in this Agreement deduction of salary during a leave of absence or payment of salary is to be made at the per diem rate, the amount of the deduction or payment shall be calculated in accordance with the appropriate formula set out below:

(a) Payment at Per Diem Rate

No. of days for which payment is due X Teacher's current annual salary

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No. of days in the school year as defined by Minister of Education

(b) Deduction at Per Diem Rate

No. of days leave without pay X Teacher's current annual salary

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No. of days in the school year as defined by Minister of Education

5.02 Long Term

A teacher may apply for a leave of absence in accordance with the following:

- a) Applications are made not later than April 1st of the year leave is requested.
- b) Any teacher, returning to staff after a year's leave of absence will not be guaranteed the same grade or subjects as those being taught by him/her prior to leave of absence and must be prepared to accept any placement on staff that may be available.

- c) A teacher on leave of absence shall notify the Board of his/her intention to return or to not return to teaching duties not later than February 28th of the year the leave of absence expires.
- d) The Board will consider each application for leave of absence on its own merit. The Board's decision shall be final.
- e) Leave shall not interrupt the continuity of service and shall be considered as teaching experience for seniority purposes but not for salary purposes.

#### 5.03 Executive Duties

A teacher, being a member of the Manitoba Teachers' Society Executive Committee or the Executive Committee of any branch thereof, or of any special committee of the Society, or being appointed as official representative or delegate of the Society or any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the Committee of which he/she is a member, or to act as a representative or delegate, shall be excused from school duties for either purpose or both purposes for not more than a total of five (5) teaching days in any one school year, provided that a substitute satisfactory to the Board can be secured, and that the cost of providing such a substitute is assumed by the Society. A maximum of sixty (60) days in total may be taken for the purposes mentioned above during any school year by members of the Association. Absence from school duties to attend negotiating, conciliation or arbitration meetings shall not be deducted from the above-mentioned sixty (60) days or five (5) days limit. No additional leave of absence beyond the five (5) day or sixty (60) day limits respectively in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Board. Wherever possible the teacher shall notify the Board ten (10) working days prior to taking such leave.

#### 5.04 Local Association President's Secondment

- (a) A teacher who is elected or appointed to the position of President of the Local Association shall be seconded upon application of the Association. Said applications shall be made no later than the last teaching day in April for the following year. Unusual or exceptional circumstances, which preclude the making of the application by the last teaching day in April, shall be considered by the Board.
- (b) The secondment shall be extended, upon application by the Association, on an annual basis, no later than the last teaching day in April.
- (c) The Association shall reimburse the Board for all salary and benefit costs.

- (d) A teacher who is seconded and wishes to return to active service with the Board, at the start of the next school year, shall provide written notice of their intention to return no later than the last teaching day in April of a given year. Unusual or exceptional circumstances which preclude the employee from providing notice of intent to return by the last teaching day in April, shall be considered by the Board.
- (e) A teacher who returns to active service with the Board upon completion of a secondment of no more than two years shall be placed in the same or similar position held by the teacher prior to the secondment unless there is an agreement between the teacher and the Board to do otherwise.
- (f) A teacher who returns to active service with the Board after more than two years shall be placed in a position that may be available for which he/she has the qualifications and ability to perform the work.
- (g) With the exception of sick leave, the President shall be entitled to all benefits of the Collective Agreement and shall be treated as if he/she was working at his/her normal assignment. With respect to sick leave, upon return to teaching, the outgoing President shall be credited with the amount of sick leave he/she had accumulated at the commencement of the secondment.

#### 5.05 Maternity, Parental, Adoptive

- (a) Every female teacher employed by the Board shall be entitled to unpaid maternity leave.
- (b) Every teacher employed by the Board shall be entitled to unpaid parental leave.
- (c) Every teacher employed by the Board shall be entitled to unpaid adoptive leave provided that the adoptive leave commences within one (1) year of the child coming into the care or custody of the adoptive parent with adoption proceedings completed or underway.
- (d) Except as otherwise provided in Article 5.05 the Manitoba Employment Standards Code will apply.
- (e) At the termination of the maternity, parental, or adoptive leave a teacher, under contract, shall be reinstated in the position occupied by the teacher at the time such leave commenced or in a comparable position with not less than the same salary and benefits.
- (f) Supplementary Employment Benefits (SEB) (maternity, parental and adoptive leave):

- (i) The qualifying period, as per the Employment Standards Code, must be served in order to qualify for any maternity (SEB) payment. For greater certainty, should a teacher fail to serve the full qualifying period prior 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 (ii) below which occurs after the completion of the qualifying period.
- (ii) A teacher taking maternity leave pursuant to Article 5.05 (i) shall be entitled to receive pay for the period of leave up to the first 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 to Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a SEB Plan with Human Resources Development Canada. 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 is met.

The Division requires, from each of the teachers on maternity leave, a copy of the letter from Human Resources Development Canada that confirms their approval with effective dates for maternity benefits in order to accurately calculate her entitlement. 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 the receipt of the statement.

- (iii) In respect of the period of maternity leave, payments made according to the SEB plan will consist of the following:
  - 1. For the first two (2) weeks, payment equivalent to ninety percent (90%) of her prorated annual salary, and
  - 2. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the teacher is eligible to receive and ninety percent (90%) of her prorated annual salary.
- (iv) Where any portion of the seventeen (17) weeks referenced in (iii) 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 does not qualify the teacher to receive maternity leave benefit pursuant to (iii) above.

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- (v) Subject to the qualifying period, as set out in (i) above, where a teacher had commenced her maternity leave prior to the date of signing of this agreement, and a portion of the first seventeen (17) weeks falls after April 15, 2002, 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 April 15, 2002.
- (vi) 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.
- (vii) A teacher taking parental or adoptive leave pursuant to this article shall receive pay for the period of leave up to ten (10) weeks of payment which is equivalent to the difference between the payment from Human Resources Development Canada and 90% of the salary to which the teacher is entitled from the Division.

Where a teacher is entitled to receive up to ten (10) weeks (50 teaching days) of parental top-up benefits and where non-teaching days fall within the entitlement periods, such non-teaching days shall not reduce the teacher's entitlement to top-up.

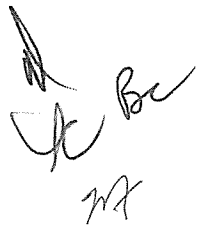
The ten (10) weeks include any eligibility waiting period for employment insurance benefits under HRDC.

- (viii) Paternity Leave – a male teacher who wishes to attend the birth of his child shall be entitled to a maximum of one (1) day leave at no deduction of salary should the child be born on a teaching day.
- (ix) Adoptive Leave – any teacher who is adopting a child shall be entitled to a maximum of one (1) day leave at no deduction of salary should the child be adopted on a teaching day.

#### 5.06 Illness

(a) (i) Where the employment of a teacher is continued for more than one year the unused portion of the sick leave to which the teacher is entitled by law may be carried over from year to year to a maximum of one hundred twenty-four (124) teaching days effective December 14, 2005.

(ii) Where an employee has been in the continuous employ of the Board for more than ten (10) years and is returning from a Disability Benefit, and has no paid sick days remaining, this employee shall be granted additional sick leave of twenty (20) teaching days.

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#### 5.07 Bereavement

- (a) Up to five days of absence will be allowed without loss of salary to a teacher in case of death in his/her immediate family. Immediate family shall be defined as: spouse, child or children, mother, father. In exceptional cases, additional leave may be granted by the Board.
- (b) Up to four days of absence will be allowed without loss of salary to a teacher in case of death of a: brother, sister, mother-in-law, father-in-law, grandmother, grandfather and grandchild. In exceptional cases, additional leave may be granted by the Board.
- (c) In the case of death of other relatives, the teacher shall be allowed one day without loss of salary to attend the funeral. Other relatives shall be defined as: spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law and son-in-law.
- (d) In the case of death of an aunt, uncle, niece or nephew, the teacher shall be allowed one (1) day without loss of salary to attend the funeral.

#### 5.08 Family

Teachers shall be entitled to use up to three (3) days of accumulated sick leave per year for emergent medical issues that require the member's attention and that pertain to his/her spouse, children, and/or parents. Such leave is non-cumulative from one school year to the next school year. Such entitlement shall be limited on any given day to one family member employed under this collective agreement. Documentation to support this leave may be required.

#### 5.09 Examinations

A teacher may be absent from school without loss of salary for one-half day on the day the examination is written for each examination being written during regular school hours in any school year in an accredited course in which the teacher has been enrolled to improve his/her professional and academic standing. The Chief Superintendent may authorize the principal to allow additional travel time above the one-half day if necessary.

#### 5.10 Personal Leave

Leave for up to one day with no deduction to attend to personal business may be granted at the discretion of the Chief Superintendent effective December 14, 2005.

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## 5.11 Religious Holy Leave

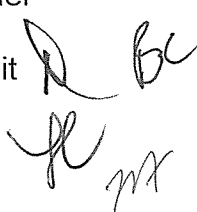
A teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the teacher and designated as a day of obligation by the teacher's religion.

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

- (a) When teachers are absent for observation 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.
- (b) The following notification period will apply:
  - (i) for teachers requiring religious holy leaves prior to October 15, ten (10) working days' notice in writing shall be given to the Division, for teachers requiring religious holy days after October 15, notice in writing of leave required for that school year shall be given by September 30
  - (ii) for those teachers commencing employment with the Division at a time other than the start of the school year and who require religious holy leave, notice in writing shall be given to the Division within thirty (30) working days of active employment.
- (c) Where the appropriate notice has not been given to the Division, the Division shall provide religious holy days and that leave shall be at regular salary less the rate for a substitute in the teacher's salary classification. The Division shall act reasonably and fairly having regard to all circumstances.
- (d) The parties agree that this article constitutes reasonable accommodation for religious holy leave.

## 5.12 Other

Teachers must receive permission from the Board for all forms of leave which are not defined in statutes or in this Agreement. Deductions will be made at the per diem rate. The Board will engage and pay for the substitute. If under emergency or extenuating circumstances a teacher does absent himself/herself from his/her duties, he/she may request special consideration in writing and, on Board approval, obtain remission of the per diem deduction. The teacher shall submit



the written request through the principal who will forward said written request along with his/her written recommendation to the Board.

## **ARTICLE 6.0: Professional Development**

### **6.01 Sabbatical Leave**

- (a) The Board will receive applications from teachers with five or more complete years of service with the Division for one year of sabbatical leave. Salary for such leave shall be two-thirds of the teacher's contracted salary at the time of approval of leave.
- (b) Teachers with two or more but less than five complete years of service with the Division may make application for one year of sabbatical leave. Salary for such leave shall be one-third of the teacher's contracted salary at the time of approval of leave.
- (c) Applications for such sabbatical leave shall be submitted to the Chief Superintendent by March 1st of the year in which leave is to commence, with full particulars as to how the leave is to be utilized and its relation to the professional objectives of the applicant. Decision of the Board as to approval or denial will be rendered by April 15th.
- (d) Sabbatical leave salary shall be paid on a monthly basis, and shall be authorized on presentation of proof of enrolment in an approved course at a recognized University or College.
- (e) A teacher granted sabbatical leave shall sign an agreement to return to the Board's employment following the expiry of leave and shall further undertake not to resign or retire from the service of the Division for a period of at least four years in the case of teachers on two-thirds salary. Teachers on one-third salary shall undertake to remain at least three years with the Division following expiry of sabbatical leave. If this Agreement is broken the teacher shall reimburse the Division on a proportionate basis.
- (f) A teacher granted sabbatical leave shall, prior to his/her return from leave, submit to the Chief Superintendent, a statement of progress or proof of completion of the program undertaken during the sabbatical leave. The statement provided shall become part of the teacher's permanent personnel file retained in the Division.
- (g) Sabbatical leave shall not constitute a break in tenure, but will not count as a year of experience for the purpose of increments.
- (h) There shall be no accumulation of sick leave during the period in which a teacher is absent on sabbatical leave.

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- (i) The sabbatical leave period shall not count for pension purposes. A teacher who so desires may make contributions to the pension fund, disability benefit, and group life insurance plans during the period of leave.

## 6.02 Tuition Allowances

- (a) Teachers with two or more complete years in the Division may be paid an allowance toward tuition fees of approved academic, professional or other specialized courses relative to their teaching area. Approval of such allowance will be premised on the requirements of the Division for such improved qualifications in specific subject areas.
- (b) Applications for such allowances with complete information as to the type and location of the course(s) and its relevance and application to the teaching program of the applicant, will be received by the Chief Superintendent. The successful applicant and the amount of tuition allowance will be decided by the Board not more than forty-five (45) days after the application has been received by the Chief Superintendent.
- (c) Teachers may apply for approval of up to three courses. Tuition allowances shall be paid for only one of the approved courses.
- (d) A teacher granted a tuition allowance shall agree to serve an additional two years in the Division after the completion of the course. If this Agreement is broken, the teacher shall reimburse the Division on a proportionate basis.
- (e) Payment of the tuition allowance will be authorized on presentation of evidence of successful completion of the course.

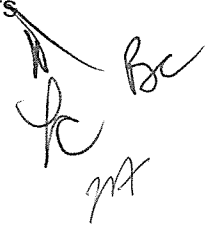
## **ARTICLE 7.0: Part-time Employees/Substitutes**

### 7.01 Auxiliary Schools - Continuing Education, Summer School

Salaries for certified teaching staff in the auxiliary schools instructing course(s) accredited by Manitoba Education and Training shall be based on the salary schedule in Article 4.01 but shall not be less than .001/hr of the salary amount at Step 0 in class 4; nor more than .001/hr of the salary amount at Step 5 in Class 4. The rate includes vacation pay. Salaries for staff teaching non-accredited course(s) shall be negotiated by the instructor and the Director, International/ Continuing Education Program.

### 7.02 Substitute Teachers

The provisions of the collective agreement do not apply to substitute teachers except as expressly provided for in Article 7.02 – Substitute Teachers.

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- (a) Substitute teachers shall be certified, wherever possible, and shall be paid at the following rates per full day, including vacation pay:

Substitutes	July 1, 2010 to Feb 28, 2011	Mar 1, 2011 to Jun 30, 2011	July 1, 2011 to Jun,30, 2012	July 1,2012 to June 30, 2013	July 1,2013 to June 30, 2014
Class 3	\$121.80	\$123.63	\$126.10	\$128.62	\$131.19
Class 4 to 7	\$157.33	\$159.69	\$162.88	\$166.14	\$169.46

It shall be the responsibility of the substitute teacher to file evidence of qualifications as a Certified Teacher to the Chief Superintendent. In failing this, the substitute teacher shall be paid at the rate for teachers below Class 4.

- (b) A substitute teacher filling a position for the same teacher for a period of at least five (5) consecutive scheduled working days shall be termed extended substitute teaching.

Upon commencement of the sixth (6<sup>th</sup>) day of extended substitute teaching, a substitute teacher shall be paid for each day taught at the per diem rate (to be calculated as  $1/x$  of the salary to which a teacher of the same qualifications and experience would be entitled under the basic salary schedule of the current collective agreement, where  $x$  = the number of days in the current school year). Such pay shall be retroactive to the first day of the assignment, and the rate of pay for the extended teaching assignment shall continue in effect until the end of the extended teaching assignment.

In-service days and/or Administrative days shall not constitute a break in the extended teaching assignment.

- (c) Limited Term Teacher-General Contract

A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21<sup>st</sup>) day, be signed to a Limited Term Teacher-General contract, unless the return of the regular teacher or conclusion of the substitute assignment will occur within five (5) working days.

- (d) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for the substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.
- (e) A substitute teacher who is called for a half day assignment, who reports, and who finds that his or her services are not required, shall be offered an alternative teaching assignment and shall be paid a half day's pay for reporting for duty.

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(f) A substitute teacher who is called for a full day assignment, who reports, and who finds that his or her services are not required, shall be offered an alternative teaching assignment and shall be paid a full day's pay for reporting for duty.

(g) Sick Leave

A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from one extended substitute teacher assignment to another.

The use of a sick leave day with pay shall not constitute an interruption of the extended substitute teaching assignment.

(h) Manitoba Teachers' Society fees and St. James-Assiniboia Teachers' Association fees shall be deducted from a substitute teacher's pay monthly.

(i) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities, or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of local Association fees or Manitoba Teachers' Society fees.

(j) Substitute teachers shall be paid on a bi-weekly payroll, two (2) weeks behind.

(k) The following clauses of the collective agreement apply to substitute teachers:

Article 1	Purpose
Article 2	Effective Period
Article 3	Classifications – as it relates to the conversion to per diem in accordance with Article 7.02 (b)
Article 4.01, 4.02	Salaries – as it relates to the conversion 4.03, 4.04, 4.05 to per diem in accordance with Article 7.02 (b)
Article 5.01	Per diem salary rate – as it relates to the conversion to per diem in accordance with Article 7.02 (b)
Article 7.02	Substitute Teachers
Article 11.0	Complaints
Article 16.0	Settlement of Differences – the only matters which may be grieved under Article 16 (Settlement of Differences) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this article, and the

substantive rights statutes, to the extent that they are incorporated into this collective agreement.

Article 17	Interest on Back Pay
Article 20	Uninterrupted Meal Period
Article 21	Freedom From Violence

- (l) For purposes of Employment Insurance, the number of insurable hours to be reported shall be 9.1 hours per day.

### 7.03 Regular Part-Time Teachers

- (a) For the purpose of this Article, a teacher who is teaching on a continuous basis, but whose assigned instructional time is less than that of a full-time teacher shall be deemed to be a "regular part-time teacher".
- (b) Each regular part-time teacher shall be employed under a written contract with the Division in a Form 2 or Teacher-General Contract or in another form approved by the Minister of Education.
- (c) Except as may be expressly provided to the contrary in this Agreement, a succession of regular part-time teaching assignments under one or more contracts of employment shall not be deemed to be a break in continuity of service for purposes of this Agreement and for purposes of Section 92(4) of the Public Schools Act.
- (d) A regular part-time teacher shall be paid the fraction of the rate(s) of salary for one's qualifications and experience for the whole school year pursuant to Article 4.01 (a) based on the fraction of time employed.
- (e) If a regular part-time teacher subsequently becomes employed full-time in the Division, classification and placement on the salary schedule shall be determined according to one's qualifications pursuant to Article 3.0.
- (f) Regular part-time teachers shall accumulate entitlement to sick leave at the rate of one (1) part-time day of sick leave with pay for every nine (9) part-time days of teaching service, or fraction thereof, to a maximum of twenty (20) part-time days sick leave with pay in any one (1) school year. Where the employment of a regular part-time teacher is continuous beyond one (1) school year, the teacher shall accumulate entitlement to a sick leave with pay at the aforesaid rate to a maximum of one hundred and twenty (120) part-time days, and effective December 14, 2005, one hundred and twenty-four (124) part-time days except that no teacher shall accumulate more than twenty (20) part-time days sick leave in any one (1) school year.

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- (g) If a regular part-time teacher subsequently becomes employed full-time in the Division, the days of sick leave accumulation shall be recalculated in the fraction that the part-time teacher worked from time to time during the period(s) of the accumulation as it relates to a full-time teacher in the Division, and thereafter Article 5.06 shall apply.
- (h) Except as may be expressly provided to the contrary, Articles 4.05 (Additional Qualifications), 5.01 (Per Diem Salary Rate), 5.02 (Disability Benefit), 5.03 (Executive Duties), 5.05 (Maternity), 5.06 (Illness), 5.07 (Compassionate), 5.08 (Examinations), 5.09 (Personal), 5.10 (Religious Holy), 5.11 (Other), 6.0 (Professional Development), 8.0 (Deduction of Professional Fees), 10.0 (Insurance) and 14.0 (Surplus Teachers) shall apply to regular part-time teachers.
- (i) Notwithstanding 5.05 (c), at the termination of maternity leave the regular part-time teacher shall be offered a position similar to the position occupied by her at the time such leave commenced. If no similar position exists the teacher shall be offered a different position if possible (part-time or full-time) mutually agreed upon by the teacher and the Board.

7.04 Compensation for Hours Worked During School Hours After Contracted Hours Completed

- (a) A teacher, on a flexible teaching assignment, job share or regular part-time assignment, who is required by the Principal or Administration to be at work outside of his/her normally scheduled hours of work but during normal school hours, provided that the teacher can reasonably meet this requirement, shall be entitled to accumulate equivalent banked time for all such time so spent.
- (b) Accumulated banked time will be used at a time mutually agreed upon by the teacher and the Principal.
- (c) Should a mutually agreeable time for utilizing the accumulated banked time not be possible or if in the opinion of the Board the granting of time off would present an unreasonable hardship on the operation of a school, accumulated banked time will be paid out. There will be no carry over of accumulated banked time from year to year. On the final day of the school year, the teacher shall be paid for any unused banked time accumulated through that school year. Such payment shall be made at the rate of:

$$\frac{\text{Annual Grid Salary} * \% \text{ of time worked}}{(\% \text{ of time worked} * 1,100)} * \text{number of unused Banked Hours}$$

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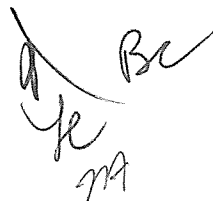
- (d) Banked time may not be utilized to extend either the Christmas, Spring, or Summer Breaks.
- (e) If the Principal finds it necessary to use the services of a substitute teacher to cover the teacher's workload at the mutually agreed upon use of the banked time, the Board shall provide a substitute at no cost to the teacher.

**ARTICLE 8.0: Deduction of Professional Fees**

- (a) All teachers under contract to the St. James-Assiniboia School Division who receive the benefits of this Collective Agreement shall be required to pay fees to The Manitoba Teachers' Society and the St. James-Assiniboia Teachers' Association as outlined in Article 8.0 (b).
- (b) The teachers' annual fees to the Association shall be deducted in twelve (12) equal installments in accordance with the current rate of fees as set by the Association and remitted during the following month to the Association by the Division.

**ARTICLE 9.0: Method of Payment**

- (a) Teachers shall be paid at 1/24<sup>th</sup> of their prorated annual salary (gross salary less the dental permanent earning adjustment as defined in Article 4.0 and Article 10.04).
- (b) Payments will be made twice a month on or before the 15<sup>th</sup> and the 30<sup>th</sup> of each month. All payments will be made through automatic deposit.
- (c) When a teacher commences employment after the 1<sup>st</sup> teaching day of a month, the salary shall be paid in accordance with Article 5.01. Thereafter, payment shall be in accordance with Article 9.01 (a).
- (d) Each pay period's statement of earnings and deductions shall incorporate the following features:
  - (i) annual salary as of current pay period
  - (ii) gross earnings
  - (iii) gross earnings to date
  - (iv) pay period's deductions detailed in full
  - (v) net pay
- (e) The Board will provide a statement of accumulated sick leave to teachers in September of each year.

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## ARTICLE 10.0: Insurance

### 10.01 Group Life

As a condition of employment, all teachers employed by the St. James-Assiniboia School Division on or after January 1, 1969 shall be required to participate in the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said Plan. The appropriate premiums shall be deducted each month for the duration of their employment. The Board shall administer the said plan effective July 1, 1981.

### 10.02 Long Term Disability Plan

The Division shall administer the Manitoba Teachers' Society Long Term Disability Plan. The premiums for said plan shall be paid entirely by the participants in the plan and shall be deducted from each salary cheque and remitted to the plan.


For this and other benefit plans that require a deduction from source, the onus is on the teacher to ensure such coverage is in place and deductions are being made. Continuation of the deduction at source is made with the understanding that the Association shall and will 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 a legal action arising from the deductions made pursuant to this Collective Agreement.

### 10.03 Accidental Death and Dismemberment

Premiums will be deducted on a monthly basis in accordance with the voluntary participation of teachers in the voluntary accidental Death and Dismemberment Plan, which is in effect between the Association and the current carrier. Deduction at source for other voluntary or group plans, as yet unconfirmed, will be subject to Board-Association agreement.

### 10.04 Dental Insurance

(a) Effective August 1, 2000, the Division will participate in the administration of the MAST/MTS Dental Plan in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as Schedule (the "Dental Plan Agreement").



- (b) All Teachers covered by this Collective Agreement who are employed on a Form 2 or Teacher-General Contract, or Limited Term Teacher-General Contract with a duration of 100 days or greater shall be required to participate in the MAST/MTS Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
- (c) The cost of the MAST/MTS Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.
- (d) The Division agrees that the Division's monthly allocation to the Dental Plan on behalf of each Teacher will be the monthly rate for family coverage (that is, entitlement to coverage for a Teacher, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental Plan). Provided that prior to the beginning of the plan year a Teacher may elect in prescribed form for reduced coverage as permitted under the terms of the Dental Plan in which case the Division agrees to make monthly payments from this allocation to the teacher as follows:
- (i) A Teacher with no dependent children or a single parent with no more than one (1) dependent child, who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Teacher and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for a Teacher and spouse only;
  - (ii) A Teacher with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for a Teacher only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for a Teacher only;
  - (iii) A Teacher who is entitled to and does so duly elect to opt out of all coverage on the basis that the Teacher's spouse has dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.
- (e) The Association shall, upon the implementation of the plan of dental benefits, indemnify and save harmless the Board from any and all losses, costs, liabilities or expenses suffered or sustained by the Board as a result of legal or governmental action arising from the Permanent Earnings Adjustment of dental plan benefits.

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**ARTICLE 11.0: Complaints Re: Teachers**

It is agreed that should the Board receive any serious complaint regarding a teacher in its employ, the Board shall as early as possible communicate in writing said complaint to the teacher concerned and shall, before passing judgement, afford the teacher an opportunity to make a personal presentation of his or her case in refutation. In such a case, the teacher may use a representative to present his or her case.

**ARTICLE 12.0: Later Probation**

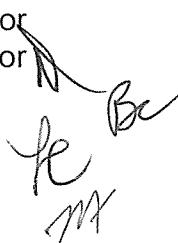
A teacher whose work is unsatisfactory may be placed on later probation for a period of not more than one year. The Chief Superintendent may initiate such action after having received two consecutive reports in which the teacher's rating has fallen below a satisfactory level. The two consecutive reports may be written in the same school year, provided they are from different semesters (terms). While on later probation, the teacher shall be given additional assistance and supervision in an effort to improve teaching performance and may be given a transfer to facilitate restoration to permanent staff. Subsequent to notifying the teacher, the Association shall be informed in writing of the change in status. The Association shall then appoint two members to a committee, comprised also of two Board member nominees, who shall review the case and make recommendations concerning rehabilitation of the teacher. Prior to the expiration of one year from the date of later probation, the above committee may make a recommendation to the Chief Superintendent of either restoration to permanent staff or termination of contract. If no majority decision of the Committee is rendered, the Chief Superintendent shall decide the issue.

Nothing herein shall affect the rights of a teacher pursuant to the terms of the Public Schools Act, and no reference shall be made to the decision of the Committee provided for herein in any evidence submitted to the Board of Arbitration formed pursuant thereto, or in any reply provided to a teacher pursuant to a request for reasons of termination as provided for in the Act.

**ARTICLE 13.0: Discipline**

The imposition of discipline without just cause by the Division or any agent thereof in the form of written warning(s) and/or suspensions 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 16.0 Provisions for Settlement of Disputes.

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- (b) When such a difference is referred to a Board of Arbitration under Article 16.0, the Board of Arbitration shall have 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 sub clauses (i), (ii), (iii), and (iv) above.
- (c) This Article does not apply to teacher assessment and evaluation processes done pursuant to Division policy and practices and amendments thereto, except to the extent that any such assessment or evaluation is used as the basis of or in connection with disciplinary action.
- (d) The Association agrees that the Division or any agent thereof has the right to suspend an employee with or without pay for just cause.
- (e) This Article does not apply to termination of an agreement between a teacher employed by the Division and the Division.

**ARTICLE 14.0: Surplus Teachers**

The following procedure re: Surplus Teachers shall be applied to any teacher declared surplus:

- (a) Those teachers having least seniority in the Division as listed in 14.0 (b) shall be identified in sufficient numbers to enable the Board no later than November 30<sup>th</sup> (for layoff at the end of the 1<sup>st</sup> semester or 1<sup>st</sup> term) and May 1<sup>st</sup> (for layoff at the end of the school year) to identify the surplus teachers after taking into account the special subject and program needs of the Board.
- (b) For the purpose of identification of teachers having the least Seniority on the basis of the criteria set up in 14.0 (c) and (d), the names of all teachers whose contract commenced on or after September 1, 1974 shall be placed on a list in the reverse order of seniority with those having the least seniority first. (If necessary, the list may be extended to include the names of teachers whose contracts commenced prior to September 1, 1974).
- (c) Seniority shall be determined on the basis of the following criteria:
  - (i) The length of continuous teaching experience with the Division.

- (ii) Where teachers have the same length of continuous experience with the Division, the order on the surplus teacher list shall be determined on the basis of total teaching experience with the Division.
  - (iii) Where teachers have the same length of total teaching experience with the Division, the order on the surplus teacher list shall be determined on the basis of total recognized teaching experience in Manitoba.
  - (iv) Where teachers have the same seniority as defined in (i), (ii) and (iii), the order of seniority shall be determined on the basis of total recognized teaching experience.
  - (v) If the length of teaching experience, as defined in (i), (ii), (iii) and (iv), is equal, the teacher to be declared surplus shall be determined by the Board.
  - (vi) For the purpose of this Article any approved leave of absence of one (1) school year or less duration shall not be deemed to interrupt the continuity of service and the duration of such leave shall be considered as teaching experience for seniority purposes but not for salary purposes.
  - (vii) An approved leave of absence in excess of one (1) school year, taken prior to December 31, 1979, shall be deemed not to interrupt the continuity of service and shall be considered as teaching experience for seniority purposes but not for salary purposes.
  - (viii) For the purpose of this Article, any approved leave of absence in excess of one (1) school year, taken after December 31, 1979 shall be deemed not to interrupt the continuity of service, but the duration of such leave shall not be considered teaching experience for seniority or salary purposes.
  - (ix) For teaching experience, as defined in i) to viii) part-time teaching experience shall be pro-rated.
- (d) A teacher, surplus to one subject area, shall be offered the opportunity to move to another subject area provided the position is available and the teacher has the qualifications and ability to perform the work in that position. Failing this, the teacher shall be placed on the Surplus Teacher List.
- (e) As soon as possible, the Board will notify in writing those teachers who have been identified as surplus and at the same time the Local Association shall be provided with a copy of the Surplus Teacher List. Each teacher shall be permitted a period of five (5) working days after receipt of such Surplus Teacher List to protest in writing any alleged omission or incorrect listing to

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the Chief Superintendent but such protest shall be confined to errors or changes occurring subsequent to the posting of the previous Surplus Teacher List. In the event the teacher does not file a written protest with the Board within the time stipulated, the list shall be deemed correct.

- (f) Loss of Seniority. A teacher shall lose seniority for any of the following reasons:
  - (i) the teacher resigns;
  - (ii) the teacher becomes employed by another School Board;
  - (iii) the teacher fails to return to work after the termination of any leave granted by the Board;
  - (iv) the teacher is not re-employed within one (1) calendar year after September 30th following the date of layoff;
  - (v) the teacher's contract is terminated for cause;
  - (vi) the teacher fails to comply with Clause (h) of the Article.
- (g) Surplus teachers whose contracts have been terminated will be placed on a re-employment list. Teachers placed on the re-employment list shall be re-hired in the reverse order of their seniority, if the teacher so affected has the qualifications and ability to perform the work.
- (h)
  - (i) Any teacher on the re-employment list who refuses to accept a position for which the teacher has the qualifications and the ability to perform the work under 14.0 (g) forfeits all rights of seniority and re-employment.
  - (ii) Notice of recall to a teacher who has been placed on the re-employment list shall be made by registered mail to the last known address of the teacher filed by the teacher. If the teacher fails to reply within seven (7) calendar days of such recall notice, then the teacher shall be withdrawn from the re-employment list and the Board shall recall the teacher next in line according to Clause (g) of this Article.
  - (iii) No new teachers may be hired by the Board to fill vacant positions while there are teachers on the re-employment list having the ability and qualifications required for those positions.
- (i) If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide the teacher with a letter to this effect.

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- (j) Notwithstanding any other provision of this agreement, the provisions of a) through i) shall not apply to a full-time teacher where an Agreement (Teacher-General Contract), between the full-time teacher and the Board has not been in effect for more than one (1) year with the St. James-Assiniboia School Division, or to a part-time teacher (as defined in Article 7.03) where an Agreement (Form 2 or Teacher-General Contract), between the part-time teacher and the Board has not been in effect for more than three (3) years with the St. James-Assiniboia School Division, or to a teacher employed for less than one (1) school year, on the express written understanding that the teacher will not after the completion of such time, be employed by the Board.

#### **ARTICLE 15.0: Board/Association Liaison Committee**

A Division/Association Liaison Committee shall meet at the request of either party to discuss matters of mutual interest.

While the committee may consider questions relating to the content, application or meaning of the collective bargaining agreement, matters pertaining to collective bargaining directly are outside the scope of this committee. The Committee shall consist of three representative of the Board plus the Chief Superintendent and three representatives of the Association plus the President.

#### **ARTICLE 16.0: Settlement of Disputes**

Where there is a dispute between the parties to or persons bound by the Agreement or on whose behalf it was entered into, concerning its meaning, application or violation, the aggrieved party shall, within 35 teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, notify the other party in writing stating the nature and particulars of the dispute and the solution sought. If the 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 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.

In accordance with the above timelines, the grievor and/or the Association shall notify the Chief Superintendent, in writing, of the nature and particulars of the dispute and the resolution sought. The Chief Superintendent shall issue a

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decision in writing to the grievor and/or the Association within ten (10) teaching days after receipt of the grievance.

Failing satisfactory settlement with the Chief Superintendent, or failing receipt of the Chief Superintendent's decision, the grievor and/or the Association may take the matter up with the Board.

A hearing for the presentation of the grievance to the Board shall be held at the next regularly scheduled Board meeting. The Board shall render its decision within ten (10) teaching days following the hearing.

If the dispute is not settled within ten (10) teaching days from the date of the hearing with the Board or the Board notifies the Association in writing of its desire to have the difference negotiated, the dispute shall, upon the written request of either party, be submitted to an arbitrator or an Arbitration Board as herein prescribed.

Within ten (10) teaching days of the delivery of the written request to settle the difference by arbitration, each party shall nominate one member, ready, willing and able to sit on the Arbitration Board, and the two members so selected shall, within a further period of ten (10) teaching days nominate the Chairperson, ready, willing and able to serve in the capacity of the Chairperson of the Arbitration Board. In the event of the failure of the two first mentioned members of the Board to agree upon the Selection of a Chairperson, the matter shall be referred by them to the Labour Board who shall choose the Chairperson.

PROVIDED THAT: If the Board 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 Arbitration Board occurring by reason of death, incapacity or resignation, or any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the Arbitration 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 his/her 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.

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The Board of Arbitration shall enter upon its duties within ten (10) days after the appointment of the Chairperson, unless otherwise mutually agreed by the parties, and shall render its decision as soon thereafter as possible. If the dispute is referred to a single arbitrator, he/she shall enter upon the duties undertaken by him/her within ten (10) days after his appointment, unless otherwise mutually agreed by the parties, and shall render his/her 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.

#### **ARTICLE 17.0: Interest on Back Pay**

The Division shall pay the members of the Association interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Employment Insurance, and Income Tax due with respect to that pay.

The interest shall be computed at the lesser of the rate equal to that paid by the Royal Bank of Canada Day-to-Day Savings Account at the time of contract signing or the average rate at which the Division borrowed funds during the twelve-month period preceding the contract signing date.

#### **ARTICLE 18.0: Preparation Time**

Each teacher shall be entitled to an equivalent of six (6) regular teaching periods per six (6) day cycle for preparatory work as scheduled within his or her school timetable. Preparation time shall be scheduled in blocks of not less than thirty (30) minutes and be exclusive of recess.

Part-time teachers will be provided preparation time on a pro-rated basis based upon the percentage of their teaching assignment.

#### **ARTICLE 19.0: Extra-Curricular Activities**

- (a) "Extra-curricular activities" means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day,

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

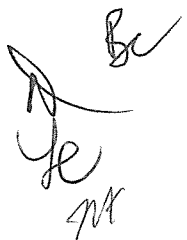
- (b) The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience.
- (c) An eligible extra-curricular activity is an activity, which has received prior approval from the school principal.
- (d) (i) In any school year (as per the Minister of Education's definition) a teacher will be entitled to a paid leave of absence of one-half day for twenty-five, (25) hours of eligible extra-curricular activities to a maximum of two half days.
  - (ii) The date for such leave shall be agreed upon between the principal and the teacher and such additional day shall not be cumulative beyond the current school year. However, the two half days may be used up to December 15 of the following school year. The teacher shall provide at least two weeks notice of the request to the principal.
  - (iii) Should coverage for the teacher's assignment be necessary for the date agreed upon the Board shall provide a substitute teacher at no cost to the teacher.
- (e) Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for their proven reasonable and actual out-of-pocket expenses.

**ARTICLE 20.0: Uninterrupted Meal Period**

Every teacher, except in the cases of emergency or other unforeseen similar circumstances, is entitled to and shall receive an uninterrupted meal period of a minimum of 55 minutes between 11:00 a.m. and 2:00 p.m. each school day.

**ARTICLE 21.0: Freedom from Violence**

The parties recognize the principle that all teachers should have a working environment free from physical violence, verbal abuse or the threat of physical assault and both parties shall make reasonable efforts to maintain this goal. This section is subject to the Public Schools Act and regulations thereto and is not intended to abrogate any management rights with respect to the student

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disciplinary process. Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.

**ARTICLE 22.0: Consecutive Term Contracts**

A teacher who has taught for two full consecutive years for the school division under a Limited Term Teacher-General Contract, and who accepts employment as a teacher for the school division for a third full consecutive year;

- (a) in that third year, the teacher will be employed under Teacher-General agreement; and
- (b) those two full years of service under the Limited Term Teacher Contract will be deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under that Teacher-General agreement.

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.

**ARTICLE 23.0: Declaration**

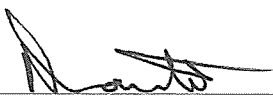
Dated at St. James-Assiniboia, this 14<sup>th</sup> day of October, 2011

Signed and agreed on behalf of the St. James-Assiniboia School Division

  
\_\_\_\_\_  
Chair of the Board

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

Signed and agreed on behalf of the St. James-Assiniboia Teachers' Association of the Manitoba Teachers' Society

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

## APPENDIX "A"

Full-time teachers who are timetabled for 50% or more of their teaching periods in educable mentally handicapped classes and/or occupational entrance classes and/or trainable mentally handicapped classes, and Resource Teachers, and who have a Special Education Certificate acceptable to the Department of Education shall receive \$813.00 above salary as provided in Article 4.01. This clause shall not apply to any teacher who comes on staff after January 1, 1981.

## APPENDIX "B"

### Article 4.06 Department Heads and Program Implementation Assistants

#### (a) Secondary Department Heads

A Secondary Department Head employed as such as at June 30, 1994 shall receive an allowance as per the schedule below, in addition to the salary provided in Article 4.01:

<u>Base</u>	\$952
<u>Per F.T.E.</u>	\$160

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LETTER OF UNDERSTANDING  
BETWEEN

THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION  
AND  
THE ST. JAMES-ASSINIBOIA TEACHERS' ASSOCIATION

ADVANCE NOTICE OF RETIREMENT/RESIGNATION GRATUITY

This letter of understanding shall be in force and effect from the date of ratification until June 30, 2014.

The parties agree that teachers, with at least ten years of service in the Division, who provide written notice to the Board of their intention to retire or resign at the completion of a given school year shall be given an advance notice gratuity in accordance with the following schedule:

- \$1,000.00 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in March of the year in which the employee is to resign or retire.
- \$2,000.00 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in February of the year in which the employee is to resign or retire.

Payment of such resignation gratuity for teachers not retiring shall be made on June 30.

Payment of such retirement gratuity shall be made, at the option of the employee, on the effective date of his/her retirement, or January 1 of the year following his/her retirement.

A retiring teacher who wishes to have his/her retirement gratuity placed into an RRSP shall notify the Board and complete any prescribed forms.

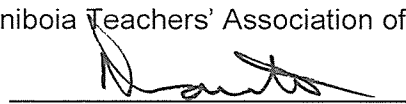
Dated at St. James-Assiniboia this 14<sup>th</sup> day of October, 2011.


Signed and agreed on behalf of the St. James-Assiniboia School Division

  
Chair of the Board

  
Secretary-Treasurer

Signed and agreed on behalf of the St. James-Assiniboia Teachers' Association of The Manitoba Teachers' Society.

  
President

  
Secretary

LETTER OF UNDERSTANDING  
BETWEEN:

THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION  
AND  
THE ST. JAMES-ASSINIBOIA TEACHERS' ASSOCIATION

RE: Professional Development

Commencing the first day of 2011/12 school year and continuing for the duration of this Agreement, the St. James-Assiniboia School Division shall provide \$ 100,000 on an annual basis to the Association to establish a Professional Development Fund for individual professional development for teachers of the Division.

The following expectations shall apply:

- The fund shall be administered by the Association;
- Release time of the teacher must be approved in advance by the Principal. Such release is subject to a suitable substitute being available;
- At the end of each school year, the Association will present a detailed report to the Board on the use of the funds;
- The Board will consider carry forward amounts upon the submission of a formal request by the Association.

Note: It is the intention of this letter of agreement to replace the Divisional structural model for professional staff development as outlined in regulation GCI-R.


Dated this 14<sup>th</sup> day of October, 2011.

Signed and agreed on  
behalf of the St. James-Assiniboia  
School Division:

  
Chair of the Board

  
Secretary-Treasurer

Signed and agreed on  
behalf of the St. James- Assiniboia  
Teachers' Association:

  
President

  
Secretary



# The St. James-Assiniboia School Division No. 2

2574 Portage Ave., Winnipeg, Manitoba R3J 0H8

Telephone: (204) 888-7951

C. B. Buchholz  
Director of Education  
and Secretary-Treasurer

## LETTER OF UNDERSTANDING

BETWEEN:

THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2  
AND  
THE ST. JAMES-ASSINIBOIA TEACHERS' ASSOCIATION NO. 2

Re: Deferred Salary Leave Plan

PURSUANT to discussions between The St. James-Assiniboia School Division No. 2 and The St. James-Assiniboia Teachers' Association No. 2:

IT IS AGREED by both parties that the following points are clarifications of the master "Plan":

- 1) That the deadline date for Applications for the 1988/89 school year only be changed to June 30, 1989;
- 2) That where reference is made to a "Committee", that the Committee be comprised of the Director of Education & Secretary-Treasurer and the President of the Teachers' Association;
- 3) That where an agreement cannot be reached by the Committee members, that the Director of Education & Secretary-Treasurer shall have the final word;
- 4) That under 4.7 POSITION ON RETURN FROM LEAVE, the last sentence shall read as follows:  
"On return from the Leave of Absence, the teacher will not be guaranteed the same grade or subjects as those being taught by him/her prior to leave of absence and must be prepared to accept any placement on staff that may be available and for which he/she has the qualifications and ability to perform the work."

IT IS FURTHER UNDERSTOOD that a copy of this Letter of Understanding will be attached to each Application so as to provide each applicant with a clear understanding of all the terms outlined in the "Plan":

DATED THIS 4th DAY OF May, 1989.

W. K. ...  
PRESIDENT, TEACHERS' ASSOCIATION

Victoria ...  
SECRETARY, TEACHERS' ASSOCIATION

St. Robert  
CHAIRMAN OF THE BOARD  
C. B. Buchholz  
DIRECTOR OF EDUCATION &  
SECRETARY-TREASURER

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THIS SIDE AGREEMENT made this 12 day of July, 2000  
BETWEEN:

THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2  
(hereinafter referred to as the "Division")  
OF THE FIRST PART,

- and -

THE ST. JAMES TEACHERS' ASSOCIATION NO 2 OF  
THE MANITOBA TEACHERS' SOCIETY  
(hereinafter referred to as the "Association")  
OF THE SECOND PART

WHEREAS a certain group dental insurance plan for the benefit of all the eligible employees as described by the Trustees for the MAST/MTS Dental Plan, in the employ of the Division (the "Employees") was established in August 2000 (the "Dental Plan"); and

WHEREAS in it was negotiated between the Division and the Association that the salary schedule in Article 4.01 and 4.07 for the Employees would be reduced by \$746.16 at each step of the said schedule; being the monthly rate for family coverage under the Dental Plan.

WHEREAS in 2000 the Division and the Association agreed that the Division monthly contribution to the Dental Plan on behalf of each Employee for family coverage would be \$66.15, provided that where an Employee is entitled and has so elected for reduced coverage as permitted under the terms of the Dental Plan, the Division is to pay the difference in monthly rate between family coverage and the coverage elected to the Employee; and

WHEREAS the Division and the Association further agreed that in each year after 2000 the Division's monthly payments in respect of the Dental Plan (including, for purposes of greater certainty, any amount paid in lieu of part or all of the premium for family coverage) on behalf of each Employee would be an amount not to exceed the amount paid by the Division in respect of each Employee in the preceding year increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule in the current year.

In consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto:

*[Handwritten signatures and initials]*  
A large collection of handwritten signatures and initials, including several instances of "ARR.", "MA", "PBA", and "TC", are written over the bottom right portion of the document.

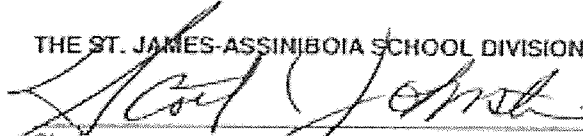
1. **IT IS HEREBY ACKNOWLEDGED** by the Association that providing the right to an Employee to elect for reduced coverage under the Dental Plan as permitted thereunder and to receive a compensation adjustment in lieu of part or all of the premium for family coverage adds some complexity to the administration of the Dental Plan.
2. **IT IS HEREBY FURTHER ACKNOWLEDGED** by the Association that the Division's payments in respect of the Dental Plan (again including, for purposes of greater certainty, any compensation adjustment paid to Employees in lieu of part or all of the premium for family coverage) constitute good and valuable consideration to the Employees.
3. **IT IS HEREBY FURTHER ACKNOWLEDGED** by the Association that such consideration shall be viewed as equivalent in value to salary.
4. **IT IS HEREBY FURTHER ACKNOWLEDGED** by the Association that therefore the salary paid to the Employees by the Division and the payments by the Division in respect of the Dental Plan in each year must be viewed in the aggregate when the remuneration the Employees receive is viewed relative to the remuneration received by the Employees of other school divisions in the Province of Manitoba.
5. **IT IS HEREBY FURTHER ACKNOWLEDGED** by the Division that in the event either party to this Agreement wishes to exercise the right of termination of a certain agreement between the parties hereto known as The Collateral Dental Plan Agreement (as stipulated in Section 6 thereof), it is recognized that the salary schedule as outlined in the collective agreement between the parties hereto in force at the time of termination of the Dental Plan will require an adjustment.

Said adjustment shall be an amount not to exceed the 2000 Division/District payments in respect of the Dental Plan per Employee, that is, \$66.15; compounded by the equivalent percentage increase or decrease negotiated or awarded on average for the salary schedule in each subsequent year up to and including the year of actual termination of the Dental Plan, plus any interim increases or decreases to the salary scale for claims experience.

6. Any surplus funds that may be available as determined by the insurer as at the termination date of the Collateral Dental Plan Agreement will be paid to the Association by the insurer and any deficit in said Plan will be the responsibility of the Association.

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

THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2

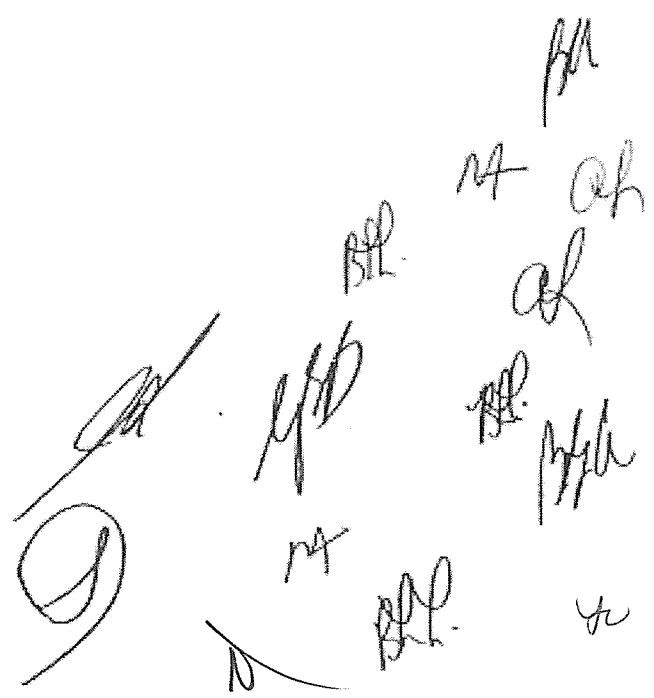
  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
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

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
A collection of handwritten initials and signatures, including 'M', 'B.L.', 'M.A.', 'M.H.', and 'H.', scattered across the lower right portion of the page.

THIS COLLATERAL DENTAL PLAN AGREEMENT made this        day of  
2000

BETWEEN:

THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2  
(hereinafter referred to as the "Division")

OF THE FIRST PART.

-and-

THE ST. JAMES TEACHERS' ASSOCIATION OF  
THE MANITOBA TEACHERS' SOCIETY  
(hereinafter referred to as the "Association")

OF THE SECOND PART

WHEREAS pursuant to a certain collective agreement dated 9th Nov. 1999  
made between the Division and the Association, the Division has agreed to participate in the  
administration of the MAST/MTS Dental Plan (the "Dental Plan") for all of the eligible employees  
(the "Employees") as described by the Trust Committee for the MAST/MTS Dental Plan (the  
"Committee") in the employ of the Division; and

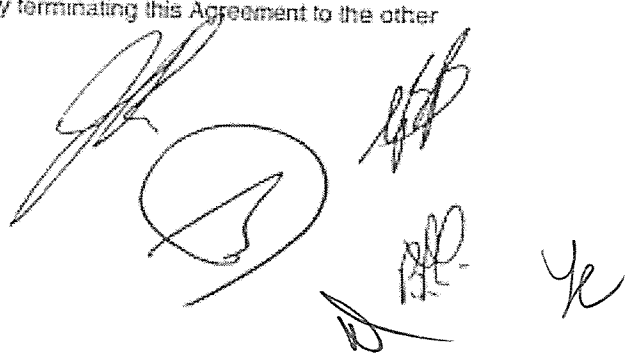
WHEREAS the Division and the Association desire to set forth the terms and conditions under  
which the Division shall so participate in the administration of the Dental Plan; and

WHEREAS pursuant to a certain agreement made between the Manitoba Association of School  
Trustees, the Manitoba Teachers' Society and the Committee, a copy of which is annexed hereto  
as Schedule "A", the Committee is responsible for the formulation, implementation and operation  
of the Dental Plan.

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

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Dental Plan shall be as formulated by the Committee.

3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Dental Plan stipulated by the Committee and/or by the insurer appointed by the Committee to administer the Dental Plan.
4. The Division shall make the following payments:
  - a) Subject to paragraph (b) which follows for 2000 the Division shall pay monthly \$66.15 on behalf of each Employee in respect of the Dental Plan, said \$66.15 being the monthly rate for family coverage. Such payments shall be made to the Committee or to such party as the Trustees shall designate in writing.
  - b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Dental Plan, that is, coverage for Employee and spouse only, or for Employee only, or for no coverage in the event of the Employee's spouse having a dental plan, as the case may be, the Division shall pay to the employee the difference in the monthly rate between family coverage and the coverage elected by the Employee.
  - c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
5. It is understood and agreed by the Association that any Employees employed on or after the effective date of the implementation of the Dental Plan shall be required to participate in the Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof. Further it is agreed that new employees will be eligible for dental benefits effective the day following receipt of their first pay cheque.
6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.

A collection of handwritten signatures and initials in black ink, including a large stylized signature, a circular stamp, and several smaller initials.

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

To the Division:

St. James-Assiniboia School Division No. 2  
2574 Portage Avenue  
Winnipeg, MB R3J 0H8

To the Association:

St. James-Assiniboia Teachers' Association  
203-2639 Portage Avenue  
Winnipeg, MB R3J 0P7


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

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

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


The block contains several handwritten signatures in black ink. There are approximately six distinct signatures of varying styles, including some that appear to be initials or stylized names.


THE ST. JAMES-ASSINIBOIA SCHOOL DIVISION NO. 2

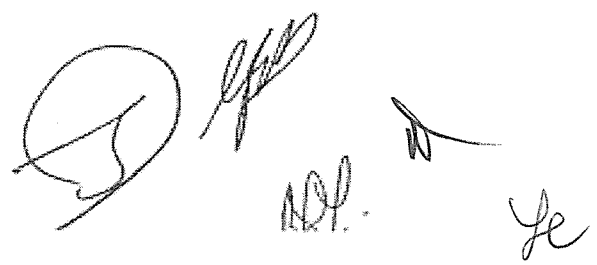
  
Chairperson

  
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

  
President

  
Secretary



**THIS AUXILIARY AGREEMENT** made as of the 1<sup>st</sup> day of July, 2011 BETWEEN:

**ST. JAMES ASSINIBOIA SCHOOL DIVISION**

(hereinafter referred to as the "Division")

- and -

**ST. JAMES ASSINIBOIA TEACHERS' ASSOCIATION OF THE MANITOBA  
TEACHERS' SOCIETY,**

(hereinafter referred to as the "Association")

**WHEREAS** pursuant to a certain collective agreement dated 14<sup>th</sup> day of October, 2011, the Division has agreed to participate in a number of insurance programs, including:

- The Manitoba Public School Employees Group Life Insurance Plan;
- The MSBA/MTS Dental Plan; and
- The MTS Extended Health plan.

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

**WHEREAS** the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2010 /2011 school year which follows:

A handwritten signature in black ink, appearing to read 'Nye BC' with a superscript '14' above the 'e'. The signature is written in a cursive style.

**Teachers' Salary Grid July 1, 2010 – Feb 28, 2011**

	Class	Class	Class	Class	Class
Increments	3	4	5	6	7
0	\$39,857	\$47,959	\$51,183	\$54,239	\$56,384
1	\$41,993	\$50,527	\$54,026	\$57,116	\$59,894
2	\$44,133	\$53,093	\$56,876	\$59,989	\$63,395
3	\$47,008	\$55,659	\$59,719	\$62,864	\$66,900
4	\$49,893	\$58,256	\$62,562	\$65,735	\$70,413
5	\$52,779	\$61,451	\$65,763	\$69,245	\$73,915
6	\$55,709	\$64,640	\$68,951	\$72,753	\$77,423
7		\$67,837	\$72,148	\$76,266	\$80,931
8		\$71,028	\$75,333	\$79,774	\$84,603
9		\$74,228	\$78,532	\$83,311	\$88,275

**Teachers' Salary Grid Mar 1, 2011 – June 30, 2011**

	Class	Class	Class	Class	Class
Increments	3	4	5	6	7
0	\$40,455	\$48,678	\$51,951	\$55,053	\$57,230
1	\$42,623	\$51,285	\$54,836	\$57,973	\$60,792
2	\$44,795	\$53,889	\$57,729	\$60,889	\$64,346
3	\$47,713	\$56,494	\$60,615	\$63,807	\$67,904
4	\$50,641	\$59,130	\$63,500	\$66,721	\$71,469
5	\$53,571	\$62,373	\$66,749	\$70,284	\$75,024
6	\$56,545	\$65,610	\$69,985	\$73,844	\$78,584
7		\$68,855	\$73,230	\$77,410	\$82,145
8		\$72,093	\$76,463	\$80,971	\$85,872
9		\$75,341	\$79,710	\$84,561	\$89,599

*DM  
ye be*

**Teachers' Salary Grid Jul 1, 2011 – June 30, 2012**

	Class	Class	Class	Class	Class
Increments	3	4	5	6	7
0	\$41,264	\$49,652	\$52,990	\$56,154	\$58,375
1	\$43,475	\$52,311	\$55,933	\$59,132	\$62,008
2	\$45,691	\$54,967	\$58,884	\$62,107	\$65,633
3	\$48,667	\$57,624	\$61,827	\$65,083	\$69,262
4	\$51,654	\$60,313	\$64,770	\$68,055	\$72,898
5	\$54,642	\$63,620	\$68,084	\$71,690	\$76,524
6	\$57,676	\$66,922	\$71,385	\$75,321	\$80,156
7		\$70,232	\$74,695	\$78,958	\$83,788
8		\$73,535	\$77,992	\$82,590	\$87,589
9		\$76,848	\$81,304	\$86,252	\$91,391

**Teachers' Salary Grid Jul 1, 2012 – June 30, 2013**

	Class	Class	Class	Class	Class
Increments	3	4	5	6	7
0	\$42,089	\$50,645	\$54,050	\$57,277	\$59,543
1	\$44,345	\$53,357	\$57,052	\$60,315	\$63,248
2	\$46,605	\$56,066	\$60,062	\$63,349	\$66,946
3	\$49,640	\$58,776	\$63,064	\$66,385	\$70,647
4	\$52,687	\$61,519	\$66,065	\$69,416	\$74,356
5	\$55,735	\$64,892	\$69,446	\$73,124	\$78,054
6	\$58,830	\$68,260	\$72,813	\$76,827	\$81,759
7		\$71,637	\$76,189	\$80,537	\$85,464
8		\$75,006	\$79,552	\$84,242	\$89,341
9		\$78,385	\$82,930	\$87,977	\$93,219

*WMA  
EBC*

**Teachers' Salary Grid Jul 1, 2013 – June 30, 2014**

	Class	Class	Class	Class	Class
Increments	3	4	5	6	7
0	\$42,931	\$51,658	\$55,131	\$58,423	\$60,734
1	\$45,232	\$54,424	\$58,193	\$61,521	\$64,513
2	\$47,537	\$57,187	\$61,263	\$64,616	\$68,285
3	\$50,633	\$59,952	\$64,325	\$67,713	\$72,060
4	\$53,741	\$62,749	\$67,386	\$70,804	\$75,843
5	\$56,850	\$66,190	\$70,835	\$74,586	\$79,615
6	\$60,007	\$69,625	\$74,269	\$78,364	\$83,394
7		\$73,070	\$77,713	\$82,148	\$87,173
8		\$76,506	\$81,143	\$85,927	\$91,128
9		\$79,953	\$84,589	\$89,737	\$95,083

**Administrative Salary Grid July 1, 2010 to Feb 28, 2011**

	WT. PUPIL	1	2	3	4
TEACHING V.P.	N/A	\$82,264	\$85,058	\$87,869	\$90,662
SUP. V.P. & PRINCIPAL OF A SCHOOL OR ADMIN OF TECH	1-250	\$86,928	\$89,732	\$92,537	\$95,255
PRINCIPAL OF A SCHOOL OR ADMIN OF E.S.S. OR ED. LEADERSHIP AND P.D.	251-500	\$93,466	\$96,097	\$98,618	\$101,151
PRINCIPAL OF A SCHOOL	501-900	\$101,061	\$103,757	\$106,452	\$109,148
PRINCIPAL OF A SCHOOL	901-2000	\$106,413	\$109,104	\$111,802	\$114,493
PRINCIPAL OF A SCHOOL	2000+	\$109,148	\$111,845	\$114,537	\$117,063

*Handwritten initials: N, M, J, B*

Administrative Salary Grid Mar 1, 2011 to June 30, 2011

	WT. PUPIL	1	2	3	4
TEACHING V.P.	N/A	\$83,498	\$86,334	\$89,187	\$92,022
SUP. V.P. & PRINCIPAL OF A SCHOOL OR ADMIN OF TECH	1-250	\$88,232	\$91,078	\$93,925	\$96,684
PRINCIPAL OF A SCHOOL OR ADMIN OF E.S.S. OR ED. LEADERSHIP AND P.D.	251-500	\$94,868	\$97,538	\$100,097	\$102,668
PRINCIPAL OF A SCHOOL	501-900	\$102,577	\$105,313	\$108,049	\$110,785
PRINCIPAL OF A SCHOOL	901-2000	\$108,009	\$110,741	\$113,479	\$116,210
PRINCIPAL OF A SCHOOL	2000+	\$110,785	\$113,523	\$116,255	\$118,819

Administrative Salary Grid July 1, 2011 to June 30, 2012

	WT. PUPIL	1	2	3	4
TEACHING V.P.	N/A	\$85,168	\$88,061	\$90,971	\$93,862
SUP. V.P. & PRINCIPAL OF A SCHOOL OR ADMIN OF TECH	1-250	\$89,997	\$92,900	\$95,804	\$98,618
PRINCIPAL OF A SCHOOL OR ADMIN. OF E.S.S. OR ED. LEADERSHIP AND P.D.	251-500	\$96,765	\$99,489	\$102,099	\$104,721
PRINCIPAL OF A SCHOOL	501-900	\$104,629	\$107,419	\$110,210	\$113,001
PRINCIPAL OF A SCHOOL	901-2000	\$110,169	\$112,956	\$115,749	\$118,534
PRINCIPAL OF A SCHOOL	2000+	\$113,001	\$115,793	\$118,580	\$121,195

*Handwritten signature/initials*

Administrative Salary Grid July 1, 2012 to June 30, 2013

	WT. PUPIL	1	2	3	4
TEACHING V.P.	N/A	\$86,871	\$89,822	\$92,790	\$95,739
SUP. V.P. & PRINCIPAL OF A SCHOOL OR ADMIN OF TECH	1-250	\$91,797	\$94,758	\$97,720	\$100,590
PRINCIPAL OF A SCHOOL OR ADMIN. OF E.S.S. OR ED. LEADERSHIP AND P.D.	251-500	\$98,700	\$101,479	\$104,141	\$106,815
PRINCIPAL OF A SCHOOL	501-900	\$106,722	\$109,567	\$112,414	\$115,261
PRINCIPAL OF A SCHOOL	901-2000	\$112,372	\$115,215	\$118,064	\$120,905
PRINCIPAL OF A SCHOOL	2000+	\$115,261	\$118,109	\$120,952	\$123,619

Administrative Salary Grid July 1, 2013 to June 30, 2014

	WT. PUPIL	1	2	3	4
TEACHING V.P.	N/A	\$88,608	\$91,618	\$94,646	\$97,654
SUP. V.P. & PRINCIPAL OF A SCHOOL OR ADMIN OF TECH	1-250	\$93,633	\$96,653	\$99,674	\$102,602
PRINCIPAL OF A SCHOOL OR ADMIN. OF E.S.S. OR ED. LEADERSHIP AND P.D.	251-500	\$100,674	\$103,509	\$106,224	\$108,951
PRINCIPAL OF A SCHOOL	501-900	\$108,856	\$111,758	\$114,662	\$117,566
PRINCIPAL OF A SCHOOL	901-2000	\$114,619	\$117,519	\$120,425	\$123,323
PRINCIPAL OF A SCHOOL	2000+	\$117,566	\$120,471	\$123,371	\$126,091

*Handwritten initials/signature: D M, Ye Be*

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

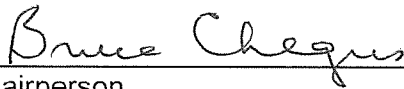
1. Substitute teachers;
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity or Parental Leave top-up;
4. Term teachers who are contracted to work less than 60 days.

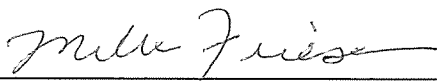
This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated 14<sup>th</sup> day of October, 2011.

**CONCURRING SIGNATORIES**

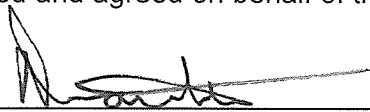
Dated at Winnipeg Manitoba this 14th day of October, 2011.

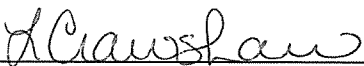
Signed and agreed on behalf of the Division:

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Secretary – Treasurer

Signed and agreed on behalf of the Association:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary