

SOURCE	School		
EFF.	2003	07	01
TERM.	2004	06	30
No. OF EMPLOYEES	1100		
NOMBRE D'EMPLOYÉS	S.D.		

Memorandum of Settlement

Between

The Louis Riel School Division

and

The Louis Riel Teachers' Association

of the Manitoba Teachers' Society

On Friday, June 20th, 2003 representatives of the above noted parties have agreed, subject to ratification by The Board of Trustees of the Division and the Association membership to execute a new Collective Agreement. The terms of the new Collective Agreement will be as follows:

Section I – The Collective Agreement

1.00 Purpose

- A. It is the intent and purpose of the Parties to this Agreement (hereinafter referred to as "THIS AGREEMENT") to provide a basis for both parties to improve the professional and academic services rendered to the students and taxpayers of the Division and to promote and improve the working relations between the Board and the Association, to establish a salary schedule as provided for in Section 2 of the Individual Statutory Contract and to regulate conditions of employment resulting from the operation of said Agreement.
- B. The spirit of this Section is that the members of the Association will at all times do their best to live up to the best professional spirit for which the Association stands, while on its part, the Board does its best to provide the climate to permit them to operate efficaciously.

June 20, 2003

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1.01 Interpretation Clause

Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context so admits or requires and the converse shall hold as applicable.

2.00 Effective Period

- A. This agreement shall become binding and take effect as from the first day of July, 2002 and shall remain in effect to June 30, 2004 and shall automatically renew itself thereafter from year to year unless either party gives the other written notice, by registered mail, of a desire to amend the Agreement. This notice shall be given not more than 90 days and not less than 30 days prior to the date of expiry of the term of the Agreement.
- B. The new amended Agreement shall become effective as and from the 1st of July following the giving of notice of a desire to negotiate a new or amended Agreement.
- C. This Agreement shall take cognizance of any other Agreements entered into by the parties hereto and attached to this Agreement.

2.01 Obligation to Act Fairly

The Division, in administering the Agreement, shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

3.00 Educational Qualifications

- A. The teachers' classification and experience for placement on the salary schedule shall be established by this Collective Agreement and:
 - 1. A valid teaching certificate issued by the Minister of Education.
 - 2. The classification accorded the teacher by the Administration and Professional Certification section of Manitoba Education, Training and Youth pursuant to Table I "Classification of Certificates" of Regulation 515/88 and as amended from time to time, shall be used to determine the class in the Salary Schedule to which the teacher belongs, except as provided in Clause B below.
- B. Notwithstanding the above, Louis Riel Teachers who were employed prior to June 30, 2002 by the St. Boniface or St. Vital School Divisions will not suffer any loss of classification or salary as a result of this article. 3e

C. Teachers on Permit

Teachers hired to teach on Permit shall be placed on the schedule one full Class below the Class they would be in if they had a valid teaching certificate.

4.00 Salary Schedule

Effective the first day of the school year 2002/2003;

Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	26,144	29,036	31,483	38,039	40,824	43,266	45,825
1	27,051	29,979	32,999	39,887	42,677	45,515	47,639
2	28,384	31,496	34,813	42,094	44,886	47,728	50,338
3	29,714	33,022	37,039	44,314	47,100	50,038	53,040
4	31,061	34,732	39,264	46,590	49,385	52,648	55,748
5	32,389	36,518	41,487	48,930	51,773	55,253	58,451
6	33,703	39,263	44,825	51,269	54,228	57,864	61,151
7				53,640	56,686	60,473	63,883
8				56,054	59,151	63,078	66,621
9				59,056	62,384	66,172	69,730

Effective the first day of the school year 2003/2004;

Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	26,929	29,907	32,427	39,180	42,049	44,564	47,199
1	27,862	30,879	33,989	41,083	43,957	46,880	49,068
2	29,235	32,441 SR	35,857	43,357	46,233	49,160	51,848
3	30,606	34,012	38,150	45,643	48,513	51,540	54,631
4	31,993	35,774	40,442	47,988	50,867	54,228	57,420
5	33,361	37,613	42,732	50,398	53,326	56,911	60,205
6	34,714	40,440	46,169	52,807	55,855	59,600	62,986
7				55,250	58,387	62,288	65,799
8				57,735	60,925	64,971	68,620
9				60,828	64,256	68,158	71,822

4.01 Placement

A. Previous Experience

For the purpose of initial placement on the Salary Schedule, experience acquired previous to employment in the St. Vital School Division or St. Boniface School Division or the Louis Riel School Division, as the case may be, shall be recognized at the rate of one (1) increment for each complete year of experience as recognized by the Certification and Records Branch of Manitoba Education, except that experience on Letter of Permit or Authority will not be credited.

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B. Increments

Following a teacher's placement on the Salary Schedule in accordance with Article 3.00, a teacher shall advance to the next higher step on the salary schedule at the rate of one increment upon completion of the equivalent of ten (10) months' full-time teaching service as recognized by the Certification and Records Branch of Manitoba Education, until maximum is reached. The due date for increments shall be the first day of the teaching month next following the completion of this ten (10) months' teaching service.

C. Increased Qualifications

1. Where increased qualifications are secured which qualify a teacher for an advance in class on the salary schedule, the onus is on the teacher to forward the necessary documentation to the Superintendent's Department.
2. For the purpose of Section A, "documentation" shall be either a statement from the Teacher Certification and Records Branch of Manitoba Education confirming a higher classification or evidence from an educational institution confirming that course work has been successfully completed.
3. The resulting increase in salary shall be retroactive to the first of the month following receipt of documentation signifying that there has been an increase in qualifications. However, the resulting increase shall be paid only after Teacher Certification and Records Branch of Manitoba Education has confirmed the higher classification.

D. Placement

1. On or about the last teaching day of September of each year, each teacher shall be provided with a Statement outlining the placement of the teacher, as per Article 3.00 of this Agreement, effective at the commencement of that school year. The teacher shall have twenty (20) teaching days from the date of receipt of the Statement to inform the Division in writing of any errors in the Statement of Placement. Failure to inform the Division within the twenty (20) teaching days shall be deemed to be acceptance of the placement for that school year. Included on the statement of placement shall be a notification of the consequences of a failure to reply to perceived errors.
2. Members hired after September 30th will receive the above notice within 30 teaching days after commencement of teaching duties and will have 20 teaching days after receipt of notice to respond.

4.02 Administrator Allowances

School- Based Administrative Positions

- A. Teachers in administrative positions shall receive a salary composed of two elements:
1. A base salary and placement according to Article 4.00 of this Agreement.
 2. An administrative allowance based on a formula, which determines the classification of the school. Except for Mountbatten School, the Division will designate or change the classification of a school under its jurisdiction based on the following formula:

$$\frac{\text{Total pupil count}}{650} + \frac{\text{Total staff count}}{40}$$

- a. The sum generated by the calculation will classify the school as:

Class A	If the sum is 1.20 or less
Class B	If the sum is greater than 1.20 to 1.80
Class C	If the sum is greater than 1.80
- b. Pupil Count is the total number of students enrolled as of September 30th each year as verified by Manitoba Education and Training (with Kindergarten students counted at 0.5).
- c. Staff count shall be expressed as actual count of FTE adults who work in that school. The adults include: Professional Staff, Non-teaching staff consisting of assistant librarian, instructional assistants, community liaison worker, volunteer coordinator, interpreter/tutor, work facilitator, teacher aide, secretary, custodian and lunch supervisors(.18 FTE).

Additional count is as follows:

1. 1.0 FTE for schools with special program staff,
 2. 1.0 FTE for schools with day cares and before and after school programs
 3. 1.0 FTE for preschool and parenting centres, and
 4. 1.0 FTE for schools with supervisors.
- d. Notwithstanding the above, the Louis Riel Arts and Technology Centre shall be classified a "C" school.
- e. The Principal/Vice-Principal will be notified by the end of November, the status of his/her school's classification including the data used in the calculations.
- f. Salary adjustments will be effective November 1st.
- g. An allowance equal to 1/12 of the annual Administrator's allowance or increase in allowance will be paid in cases of appointments to administrative positions made by August 1st for the school year commencing September 1st. This will not apply to lateral administrative position movements.

h. Principals—Salary Allowance		Vice-Principals—Salary Allowance	
effective 1 st day of the		effective 1 st day of the	
Fall Term 2002	Fall Term 2003	Fall Term 2002	Fall Term 2003
School	School	School	School
Class	Class	Class	Class
A \$16,500	\$16,995	A \$ 9,900	\$10,197
B \$19,000	\$19,570	B \$11,400	\$11,742
C \$22,000	\$22,660	C \$13,200	\$13,596
Mountbatten School effective 1 st day fall term 2002 \$7,000, effective 1 st day fall term 2003 \$7,210			

Implementation of Changes to Administrative Compensation

Increases in the aggregate salary and administrative allowances will be spread over the term of this agreement such that no increase in year one exceed 4.5%. Reductions in the aggregate salary and administrative allowance will be red-circled over the term of this agreement.

4.03 Divisional Administrative Positions

Effective the 1st day of the Fall Term 2003

Supervisory Positions

- A. A teacher appointed by the Division to a supervisory position shall receive an allowance in addition to his/her base salary according to Article 4.02 of this Agreement.

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- B. The allowance for a supervisory position shall be the same as the allowance paid to a Vice-Principal of a "C" school.

4.04 Leadership Positions

- A. A teacher appointed by the Division to be a department head or a consultant shall receive the following allowance in addition to his/her rate of pay.

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- B. Position Title: 1st day Fall
Term 2003
 - 1. Consultant \$5,000
 - 2. Department Head \$3,000

4.05 Administrative Guidelines

- A. A teacher's main responsibility in an administrative or supervisory role is that of a professional leader.
- B. The Division has the authority and managerial responsibility to consider administrative cost, size and effectiveness when determining the appointment of a Principal.

Notwithstanding the above, the Division will ordinarily appoint one (1) Principal to one (1) school building.

- C. Vice-Principals may be appointed at the discretion of the Division. The duties of a Vice-Principal will be determined by the Principal of the school in consultation with the Superintendent.
- D. Special consideration for additional administrative support shall be given by the Superintendent to schools with special subject, program and administrative needs.
- E. If the Division decides to discontinue the position of Vice-Principal in a school for the following school year, the Vice-principal will have his/her allowance maintained for a period of one (1) year.
- F. If an Administrator is transferred at the request of the Division to another Principalship or a Vice-Principalship which results in a lower allowance under Article 402, his/her allowance shall not be reduced for a period of two (2) school years following his/her assumption of duties in the new assignment. At the end of the two (2) year period the salary will be adjusted in accordance with the salary schedule outlined in Article 4.02.

4.06 Designated Teachers

Effective the 1st day of the fall term 2003;

- A. For each school, a teacher shall be designated by the Division to act as Principal during the absence of the Principal (where there is no Vice-principal), or when both the Principal and Vice-Principal(s) are absent. || d5
- B. The designated teacher shall receive six hundred and twenty-five (\$625.00) dollars per year to act as the designate.
- C. In circumstances where the Principal, Vice-Principal (where appointed) and designated teacher are all absent from the school for one-half (1/2) a school day or more, then the Principal will appoint a teacher to acting Principal **and** such person will receive forty-five dollars (\$45.00) per occasion for such duty.

4.07 Part-time Teachers

- A. Teachers employed under contract on a part-time basis shall be paid according to their qualifications as established in Article 3 and at a rate based on the fraction of the time employed. 14 a
- B. Part-time teachers shall participate in school activities that occur during the regular school day when requested by the Division. When the Division **makes** such requests part-time teachers shall receive a pro-rata share **of** their annual salary rate for the time spent participating in the activities over and above the regularly scheduled teaching time.

At the Division's discretion time in lieu of salary payment may be given.

- C. During each school year the Division shall request each part-time teacher to participate on a minimum of five (5) occasions in parent-teacher conferences, in-service or other professional development activities. The scheduling of these occasions shall be arranged by the principal in consultation with the teacher.
Under extenuating circumstances the Division and teacher may agree to waive this requirement.
- D. Part-time teachers employed for less than the full school year shall be requested to participate on the basis of the pro-rated number of designated days during their period of employment.

4.08 Substitute Teachers

A. The rates for substitute teachers shall be effective as follows:

	Beginning of School Year
	<u>2003/2004</u>
Class IV to VII	\$127.05
Less than Class IV	\$107.99

B. A substitute teacher who assumes the teaching workload of a teacher for seven (7) consecutive school days or more, shall be paid at the rate of 1/200 of his/her classification according to qualifications and experience under Articles _____, retroactive to the first day of commencement of such continuous service.

Where a substitute teacher is authorized by the Principal to be absent from work without pay, the substitute shall retain the said 1/200 pay classification provided that the substitute returns to the same assignment following the leave and provided the number of days of authorized absence does not exceed five (5) teaching days in any school year.

C. Vacation pay benefits are included in the above rates.

4.09 Positions not Covered by the Collective Agreement

A. Should the Division from time to time establish positions for which job titles are not included in the Collective Agreement, the Division shall notify the Association of its intention to employ individual(s) in such position(s) and shall enter into negotiations with the Association for the purpose of establishing the rate(s) of pay prior to such position(s) being filled. b d a

B. Where there is a dispute between the parties with respect to the rates of pay for such position(s), the dispute shall be deemed to be a difference between the parties pursuant to Article _____ of the Collective Agreement.

C. Where there is a dispute between the parties as to whether the Division has established a position for which a job title is not included in the Collective Agreement, the dispute shall be deemed to be a difference between the parties pursuant to Article _____ of the Collective Agreement.

5.00 Method of Payment

Effective the 1st day of the fall term 2003;

The salary of a teacher shall be paid according to the following:

- A. Salary payments shall be made monthly on a twelve (12) payment basis.
- B. The amount of payment shall be determined by dividing the annual salary rate in effect by twelve (12).
- C. When by reason of changes in the terms of this agreement the salary of a teacher is changed, the new salary shall be paid not later than the month following the date of signing of this agreement and any retroactive adjustments shall be included in the salary cheque for that month.
- D. The July and August salary payments shall be deemed to have been earned in the immediately preceding school year. Thus teachers shall have their total salary entitlements determined on an equitable basis for the school year in accordance with the salary schedule(s) in effect during that school year ending June 30th.
- E. The salary of a teacher commencing employment other than on the first teaching day of the school year shall be calculated as follows:
 1. In the first month of employment, the salary to be paid shall be such fraction (calculated to three (3) decimal points) of the salary for the whole school year, as the number of teaching days employed in that month is of the number of teaching days prescribed by the Minister for that school year.
 2. Thereafter, the monthly installments shall be such fraction (calculated to three (3) decimal points) of the salary for the whole school year as the number of teaching days employed for the balance of the school year is of the number of teaching days prescribed by the Minister for the school year, divided by the number of months remaining to June 30th next, or the termination of the teacher's individual contract, whichever comes first.
- F. Where a teacher leaves the employ of the Division during the course of the year, the final payment shall be so adjusted that the teacher shall receive, for the part of the school year employed, such fraction (calculated to three (3) decimal points) of the salary for the whole school year as the number of teaching days employed is of the number of days prescribed by the Minister for that year.
- G. Monthly salary payments shall be made not later than the third (3rd) day prior to the last day of the month or on the last teaching day, whichever comes first. Payments in respect to July and August shall be deposited in the teacher's account on the last teaching day of June.

H. Direct Deposit of Salaries

1. The Division shall only be required to deposit the salary funds to one designated financial institution per teacher. For purposes of clarity, a teacher will not be allowed to designate a certain portion of their funds to be paid to one financial institution and the balance to another.
2. Any administrative costs due to a change in a designated financial institution, in excess of one (1) per year, shall be borne by the teacher who requests such a change.
3. Individual teachers shall not have the right to request exemptions from having their salaries so deposited.

5.01 Employment Insurance Rebate

When the Division is receiving a premium reduction under the Employment Insurance Act then, where applicable, the following will apply:

- A. The Division shall refund to the Association the teachers' portion of the premium rebate allowable under the Employment Insurance Act within 15 days of the Division receiving the refund.
- B. Further, the Division shall refund to the Association, the whole of the additional rebate allowable under the Employment Insurance Act, to the Short Term Disability Plan.

5.02 Interest on Retroactive Pay

- A. The Division shall pay the teachers of the Association, interest on the gross amount of any retroactive pay which may be paid to such teachers less the amount of any statutory deduction for Canada Pension, Employment Insurance and Income Tax due with respect to that pay. The interest is to be calculated from the dates which the monies would have been due on a monthly basis, to the date of the actual payment.
- B. The interest shall be computed at the lessor of 9% per annum or the average rate at which the Division borrows funds during the twelve (12) month period preceding the calculation date.
- C. If the Division has not borrowed funds during the preceding twelve (12) month period, then interest shall be calculated at the rate paid by the Chartered Banks of Canada in Winnipeg on their premium rate savings accounts.

5.03 Payroll Deductions

- A. One-tenth of annual fees due to the Manitoba Teachers' Society by the teachers of the Louis Riel Teachers' Association shall be deducted from each of the salary cheques from September to June inclusive, in accordance with the current scale of fees and shall be remitted to the Manitoba Teachers' Society office each month. 12
- B. One-half of the annual fees due to the Manitoba Teachers' Society Council of School Leaders shall be deducted from each of the salary cheques of participating administrators in September and October in accordance with the scale of fees and shall be remitted to the Manitoba Teachers' Society in each of the months.
- C. The annual fees due to the Louis Riel Teachers' Association (LRTA) shall be deducted from the October and November cheques in two equal portions and forwarded in care of the Association's Treasurer. The Association will, prior to June 30th, inform the Secretary-Treasurer as to the amount of the deduction.
- D. The annual fees due to the Louis Riel Association of School Administrators (LRASA) shall be deducted once in October from the salary cheques of participating administrators and forwarded in care of the LRASA Treasurer. LRASA will, prior to September 30th, inform the Secretary-Treasurer as to the amount of the deduction. Administrators wishing to write themselves out of the LRASA will notify the Division in writing by September 15th of each year.
- E. The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any legal action arising from the deduction of the LRASA fees provided; however, should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

6.00 Sick Leave

- A. It is agreed by the parties that sick leave entitlement shall only be granted by the Division where a teacher is unable to be at work and perform his/her regular duties as a result of illness or injury.
- B. Sick leave is not payable to a teacher who is engaged in any employment for a wage or profit during any period for which he/she claims benefits under the Division's sick leave plan. 12

- C. Sick leave is not payable to a teacher whose illness or injury results from a motor vehicle accident and is receiving wage loss replacement benefits from Manitoba Public Insurance (MPI) to the extent that such benefits and paid sick leave exceed the teacher's normal salary. In such cases the teacher shall reimburse the Division the amount of benefit received from MPI.
- D. A full-time teacher who is under contract to the Division as of the first (1st) day of the fall term shall be credited with twenty (20) days sick leave (subject to a maximum accumulation of 115 days) on that date except that a new employee must actually teach for at least one day before any sick leave days are credited to this teacher. A full-time teacher coming under contract at a later date in the school year shall be credited with a pro-rata share of twenty (20) days, calculated to the closest whole day. In either case, if a full-time teacher's contract terminates during the year the entitlement shall be prorated on the basis of two (2) days per teaching month for that year by appropriate adjustment to the final payment. A regular part-time teacher is entitled to a pro-rata share of twenty (20) days sick leave per year and the principle of accumulation, and the total to be accumulated, applies as to a full-time teacher.
- E. Unused sick leave shall accumulate to a maximum of one hundred and fifteen (115) days. In each year of employment (i.e. school year) the number of sick days used shall be deducted from the total accumulation. The first day of the fall term, twenty (20) days shall be added to that total, to a maximum of one hundred and fifteen (115) days.
- F. Teachers employed on a fixed term contract shall be entitled to sick leave during the term of the contract under the same terms and conditions as a teacher regularly employed by the Division. Sick leave shall accrue to a maximum of one hundred and fifteen (115) days, when a teacher is employed by the Division on successive term contracts. Contracts shall be deemed to be successive when:
1. a teacher is employed under more than one term contract in a school year;
 2. the interruption between term contracts is less than a school year.
- G. Teachers employed on a part-time basis who have a contract (Form 2 and Form 2A respectively) with the Division shall be granted sick leave with pay pro-rated based on full-time equivalence.
- H. Sick leave shall not continue to accrue while on any leave of absence without pay with the exception of Article 6.05 B.3. 12h3
- I. Each teacher shall be notified at the November pay period of his/her total accumulation.

- J. In the case of a lengthy or recurring illness, a teacher may apply for special consideration whereby the Division may pay that teacher's salary until he/she is eligible for benefits under Employment Insurance or Long Term Disability Insurance, or such lesser period as the Division may decide.
- K. On-The-Job-Injury, When a teacher suffers an on-the-job-injury and is absent from work as a result of that injury, the Division shall continue to pay the salary of that teacher during such absence, limited to the extent of the accumulated sick leave balance at the time of suffering the on-the-job-injury. The period of time absent from work as a consequence of the on-the-job-injury shall not be charged against the accumulated sick leave balance. "On-the-job-injury" means a disability resulting from an accident or injury occurring in the course of performing duties arising out of employment under contract with the Division.
- L. The Division shall provide full sick leave entitlement to a pregnant teacher who, **as** a result of her condition either before or after delivery, is unable to be at work and perform her regular duties for a valid health-related reason(s). The pregnant teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the Division. 12 F 1/5
- M. The Division shall indemnify and save harmless the Association from any and all losses, costs, liabilities or expenses suffered or sustained by the Association as a result of any legal action arising from the wage loss replacement benefit from MPI (6.00 C); however, should the Division *so* require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

6.01 Maternity, Adoptive and Parental Leave

- A. Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this article.
- B. Every teacher shall be entitled to unpaid parental leave.
- C. Except as otherwise provided herein the Manitoba Employment Standards Code will apply.
- D. The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.

E. A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.

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F. 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 weeks, payment equivalent to 90% percent of her gross salary, and

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2. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the teacher is eligible to receive and 90% of her gross salary.

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G. A teacher taking adoptive leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.

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H. In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the following:

1. For the first two weeks, payment equivalent to 90% percent of gross salary, and

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2. Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the teacher is eligible to receive and 90% of gross salary.

I. The parties agree to the following application rules, terms and conditions:

1. The maternity leave period which is eligible for payment under this Article is the first 17 weeks (the 2 week waiting period and the next immediate 15 weeks).

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2. Where any portion of the 17 weeks referenced in (1) above falls during the summer, Christmas Break, Spring Break, or any other period for when the teacher is not earning her salary, that portion of the maternity leave period does not qualify the teacher to receive maternity leave benefits.

3. A specific application or registration for a Supplemental Employment Benefits Plan is not required. The only requirement from Human Resources Development Canada is that the comments section of the Record of Employment confirming that section 38 of the Employment Insurance Regulations are met.
4. 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.
5. The qualifying period of seven teaching months must be seven consecutive teaching months in the employ of the Louis Riel School Division, as per the Manitoba Employment Standards legislation. The full seven months qualifying period must be served in order to qualify for any maternity leave payment. For greater certainty, should a teacher fail to serve the full qualifying period 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 17 weeks referenced in (1) above which occurs after the completion of the 10 month qualifying period.
6. The Division requires, from each of the teachers on maternity leave, a copy of the Statement of Finalized Employment Insurance Benefits in order to accurately calculate her entitlement. This is a document which the teacher should have received (or will receive) from Employment Insurance four to six weeks from the date that she applied for Employment Insurance Benefits. Should payments to teachers be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.

6.02 Religious Leave

- A. 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.

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Teachers shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or designate.

The following notification period shall apply:

1. teachers on staff requiring religious holy leaves during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year however not later than September 30th.

2. in instances where religious holy leave is required prior to September 30th in the school year notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
 3. where the appropriate notice has not been given, religious holy day leave will be provided and the substitute teacher rate will be deducted from the teacher's regular salary in the teacher's salary classification.
- B. The parties agree that this article constitutes reasonable accommodation for religious holy leave.

6.03 Time For Manitoba Teachers' Society Business

- A. A teacher, being a member of the Manitoba Teachers' Society Executive Committee, or of the Executive Committee of the Louis Riel Teachers' Association, or of any special committee of the Society, or being appointed representative or delegate of the Society or of the Association, and being authorized by the Executive Committee of the Society to attend a meeting of the Committee of which the teacher is a member, or to act as a representative or delegate of the Society or of the Association in a matter of Society Business requiring absence from school, shall have the right to attend such meetings or to act as such representative or delegate and shall be excused from school duties for such purposes on not more than a total of five (5) teaching days in any school year, provided that a substitute satisfactory to the Division can be secured and that the cost of providing said substitute is assumed by the Society and shall not be a charge upon the Division. Maximum days allowed the Association/Society, in combined total shall not exceed .25 x the number of full-time equivalent teachers in the employ of the Division as at September 30th in each school year. 1d 5
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- B. No additional leave of absence beyond five (5) days shall be taken for the purposes mentioned above except with the consent and approval of the Division or the Superintendent.
- C. Within the aggregate cap in (A), there will be a pool of 15 teacher days which may be allocated by the Association for the purpose outlined in this article. For each day's leave of absence taken pursuant to this sub-paragraph, the Association shall reimburse the Division the costs of the substitute. No member shall be allowed more than eleven (11) days absence in total in any one school year for the purpose outlined herein. 1d 5
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- D. The Association shall, upon giving notice on or before April 30th, be entitled up to two full-time release positions (to a maximum of three (3) persons) as determined by the Association to attend to Association business for the following school year. There shall be no loss of benefits and the Association shall reimburse the Division for each release time teacher's salary, allowance where applicable, benefits and other costs related to each release time teacher's secondment.

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On or before April 30th in the year of the secondment each release time teacher shall advise the Superintendent of Schools in writing of the teacher's intention to return at the commencement of the next school year. Failure to do so will relieve the Division of the onus of reemploying that teacher.

A teacher employed by the Division who is elected to a release time position shall at the termination of the teacher's secondment return to the same position the teacher held prior to the leave, or similar.

6.04 Jury and Witness Duty

- A. All teachers under contract shall be granted leave without deduction of salary for court appearances if the employee is:
1. subpoenaed to be a witness in a court action excepting those actions arising from the employee's personal affairs; or
 2. summoned for jury duty.
- B. The teacher shall remit to the School Division any remuneration which the teacher may receive because of an appearance in court as a witness or juror.
- C. A teacher subpoenaed as a witness in a Court of Law must notify his/her Principal/Supervisor as soon as the notice is received.
- D. All information regarding the known times and length of absences should be made known to the teacher's Principal/Supervisor as soon as possible.
- E. The teacher shall make herself/himself available at her/his school when not required at court.

6.05 Leave of Absence

- A. Teachers who have been employed for four **(4)** or more years on their present Form 2 contract and who meet the following operational guidelines shall be granted, upon written request, a one (1) year leave of absence without pay. If in the opinion of the Division, the absence of that teacher would adversely affect the quality of education in the Division, the leave may be deferred. Deferrals shall not be for longer than one (1) year except in exceptional circumstances. For purposes of this article, “guaranteed return” means: teachers upon return shall be placed in a position appropriate to their qualifications and as close as possible to the one which they had at the time the leave was granted. The concept of “guaranteed return” does not abrogate any of the provisions of termination of contract or lay-off which apply to teachers. 12+3
- B. Operational Guidelines:
1. Applications shall be submitted to the Superintendent of Schools by April 1st if the leave is to commence on September 1st of the same year.
 2. The purpose of the leave must be stated by the applicant. Gainful employment during the leave is not prohibited.
 3. During leaves of more than one (1) year, accumulation of sick leave and other fringe benefits are only available to teachers participating in out-of-the-country or exchange teaching as approved by the Board.
 4. Teaching experience gained during such leave shall be recognized on the same basis as other experience gained outside the Division.
 5. Teachers whose applications are approved will receive a leave with a “guaranteed return” as defined above.
 6. Teachers will sign a memorandum covering the details of their leave and the memorandum will specify that teachers on leave of absence without pay will be deemed to have tendered their resignation if they do not give five **(5)** months notice in writing of their intention to return and/or do not return by the date specified.
 7. No teacher is entitled to more than three **(3)** leaves of absence without pay during employment in the Division. Additional leave may be granted at the discretion of the Board. ✓
 8. The Division reserves the right to limit the number of teachers on leave of absence without pay to three percent **(3%)** of the number of teachers on staff.
 9. A leave may be on a full or part-time basis provided such leave is taken for a full school year.

10. In exceptional circumstances, and when mutually agreed upon by the Division and the teacher, a leave for less than a school year may be granted.

6.06 Temporary Reduction in Contract Time

In exceptional circumstances and depending on staffing configurations that may be approved by the Superintendent, or designate, the teacher and the Division may mutually agree upon a reduction of teaching time. In those cases, and unless agreement to the contrary, the teacher will return to employment and be re-instated the following school year to the percentage of time being worked prior to the leave being granted.

6.07 Bereavement Leave

- A. For bereavement leave, the full salary of the teacher will be paid during the absence as follows:

1. Death of a spouse or common-law spouse or same-gender partner 5 days
2. Death of a child or grandchild 5 days
3. Death of an immediate family member living in the household 5 days
4. Death of a parent or parent-in-law 5 days
5. Death of a grandparent 2 days
6. Death of a brother, sister 3 days
7. Death of a brother-in-law or a sister-in-law 2 days

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- B. Where travel is necessary in attending to a bereavement, the Superintendent may grant additional time. Application for such an extension should be made to the Superintendent's Office.

- C. For the purpose of this clause:

Where a teacher establishes that he/she has been residing with a person of the same or opposite gender and has lived with that person in a marriage-like relationship for at least (12) months and has publicly represented that person as his/her spouse, that person shall be deemed to the same gender partner, or common-law spouse of the teacher.

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- D. Where circumstances warrant and where additional leave may be granted by the Superintendent, then the teacher's salary may, at the discretion of the Superintendent be reduced by no more than the actual cost of the replacement substitute teacher.

6.08 Compassionate Leave

In the event of a serious illness in the immediate family of a teacher as set out in the Bereavement Leave provision (numbers 1 through 7), the full salary of a teacher will be paid during the absence for up to two (2) teaching days.

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6.09 Deferred Compensation Plan

Teachers are eligible to apply for a deferred compensation plan (also known as the Deferred Salary Leave Plan) as outlined in the terms and conditions of the plan.

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7.00 Complaints

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

7.01 Work Place Harassment

- A. The Division and the Association recognize the right of all individuals within the Division to an environment free from sexual or other harassment and the right to be treated fairly.
- B. Allegations and investigations of harassment shall be dealt with in confidence.

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7.02 Freedom From Violence

- A. The Division and Association recognize the importance of a caring school environment that is orderly, supportive and non-violent.
- B. The working and learning environment should be free from physical or emotional abuse. Physical abuse shall mean acts of violence against a person, the person's family and the person's possessions. Emotional abuse consists of obscene gestures, verbal abuse, threats of physical abuse and harassment. Incidents of abuse will be treated with confidence and dealt with through Divisional Policy.
- C. 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 disciplinary process.

- D. Teachers shall not have the right to grieve individual student disciplinary decisions made by the Division.

8.00 Staff Reduction

- A. Where it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Division shall give first consideration to retaining teachers having the greatest length of service with the Division.
- B. Notwithstanding the foregoing, the Division shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications, experience and ability for a specific teaching assignment.

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C. **Definitions:**

1. **Training:** Instruction received as preparation for the profession of teaching, which instruction leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
2. **Academic Qualifications:** Refers to the classification in which a teacher is placed by the Administration and Professional Certification section of Manitoba Education, Training and Youth.
3. **Experience:** The practical application of the training over a period of time with respect to the particular subject or subjects.
4. **Length of teaching service:** The teacher's length of continuous service with the Division commences the first teaching day after the most recent day of hiring with the Division. Approved leaves of absence up to two years of consecutive leave at any one time shall not constitute a break in continuity of service. Approved leaves of absence longer than two consecutive years shall result in that individual's retaining but not accruing credit for service. Leaves for compassionate reasons as may be mutually agreed upon by the Association and the Superintendent and leaves covered by Article 6.01 shall not constitute a break in continuity of service.

For amalgamation purposes, the length of teaching service for teachers employed by the St. Boniface and St. Vital School Division on June 30, 2002 and who commenced employment with the Louis Riel School Division on July 1, 2002 will be based upon the length of continuous service as defined above and calculated from the most recent length of continuous service list posted in each of the previous Divisions. After that date, the length of teaching service will be accrued based upon the terms and conditions of the Louis Riel Collective Agreement,

Subsequent to the signing of the Collective Agreement, the Division shall produce a "Length of Service" list containing the names of the St. Boniface teachers and St. Vital teachers, and that list shall be provided to the teachers and Association. Any teacher and/or the Association will be permitted thirty-five (35) teaching days to protest any alleged omission or incorrect listing.

5. **Regular Contract:** Means the statutory contract(as may be amended from time to time) Form 2 or any other similar or subsequent form approved by the Minister of Education for the continuous employment of teachers.
 6. **Specific Term Contract:** A contract, either verbal or written whereby a teacher is hired to teach a specific subject or subjects for a specific term during all or any part of a school year.
 7. **School Year:** The period of time from the commencement of a school term on or about the 1st day of September of a particular year to the end of the term in the month of June next following.
 8. **Ability:** Refers to a teacher's ability to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, qualifications and experience.
- D. 1. In the event of an impending lay-off, the Division or its designate shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off. The meeting shall be held no later than the May 15 in any school year or at such other date as the parties may otherwise mutually agree upon.
2. The Division shall maintain a seniority list showing the date upon which each employee's service commenced and the total length of service for the purpose of determining seniority. Such list shall be posted in each school by March 1st of each school year and a copy sent to the Association. The Association and/or the teacher shall be permitted to protest any alleged omission or incorrect listing until March 15th of that year. In the event of an omission or incorrect listing being brought to the Division's attention after March 15th, the teacher shall have the right to correct the list at the next scheduled posting of the list.
- E. Length of teaching service shall be determined on the basis of the following:
1. The teacher's length of continuous employment with the Division commencing with the first teaching day after one's most recent day of hiring with the Division.
 2. Where teachers have the same length of continuous employment with the Division, the length of teaching service shall be determined on the basis of total teaching experience in the Division.

3. Where teachers have the same length of service as in E(2) the length of teaching experience shall be determined on the basis of total recognized teaching experience in Manitoba.
 4. Where teachers have the same length of service as in E(3), the length of teaching service shall be determined on the basis of total recognized teaching experience.
 5. If the length of teaching service, as in E(4) is equal, the teacher to be laid-off shall be determined by the Division.
- F. Notice of any lay-off shall be given to the teachers no later than June 10. The teacher shall be placed on the recall list until June 30 of the school year in which he/she was laid off. To remain on the recall list beyond such date the teacher shall indicate in writing, by Registered Mail to the Division his/her wish to remain on the recall list. Failure to provide a written indication to the Division by June 30 shall relieve the onus on the Division for that teacher's continued placement on the recall list.
- G. If, after lay-offs have occurred and for a period of one (1) calendar year after the September 30 following the date of lay-off, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled, shall be offered the positions first, providing such teachers have the necessary training, qualifications, experience and ability for the position available. Length of service with the Division will be used to determine the order in which laid-off teachers are offered the available positions, provided that the said teachers have the necessary training, qualifications, experience and ability.
- H. Teachers shall keep the Division informed as to their current address.
- I. Teachers shall be recalled by registered letter or letter delivered by hand and must reply by registered letter or may deliver such letter in person to the Assistant Superintendent within seven (7) days of receiving the Letter of Recall. Failure to reply shall result in the loss of all recall rights. If a teacher refuses a position for which that teacher is qualified, such teacher shall lose all rights to recall.
- J. If a teacher is recalled as provided in G above, the following will not be affected:
1. accumulated sick leave gained prior to being laid-off, but sick leave shall not be accrued for the period of time of the lay-off;
 2. seniority gained prior to being laid-off, but seniority shall not be accrued for the period of time of the lay-off.

K. A teacher shall lose seniority for any of the following reasons:

1. The teacher resigns.
2. The teacher becomes employed by another school board except in the case of employment under a limited term contract.
3. The teacher fails to return to work after the termination of any leave granted by the Division.
4. The teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off. *10e1*
5. The teacher's contract is terminated for cause.
6. Any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training, academic qualifications and ability to perform the work in the offered position, shall forfeit all rights of seniority and re-employment.

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

L. Notwithstanding any other provision of this Agreement, the foregoing lay-off provisions shall not apply to a teacher continuously employed by the Division under an approved form of agreement for a full school year or less as defined by the Minister by Regulation, or to a teacher employed for a fixed term where during that term the teacher is employed on the express-written understanding that the teacher's employment with the Division will cease at the end of such term; provided however, no teacher shall be laid off who has been employed by the Division under an approved form of agreement for more than one full school year as defined by the Minister by Regulation, where a teacher with a full school year or less of employment under an approved form of agreement or a specific term contract has not been laid off, having regard to the necessary training, academic qualifications, experience and ability required for a specific teaching assignment of such teacher employed under a specific teaching assignment of such teacher employed under a specific term contract (as defined in Section C (6) above) or of a teacher continuously employed by the Division under an approved form of agreement for a full school year or less as defined by the Minister by Regulation.

9.00 Personal Professional Development Fund

A. A Personal Professional Development Fund administered jointly by the Division and the Association shall exist and the Division's annual contribution shall equal three (3) times the maximum rate of pay of Class VI, as established in Article 4.00 of this Agreement. *Ad2*

- B. The Personal Professional Development Fund shall be allocated by the Personal Professional Development Fund Committee according to the guidelines of the Professional Development Model.
- C. The Association will contribute 1/3 of a maximum Class VI salary.

10.00 Meal Period

- A. Except in cases of emergency or unforeseen similar circumstances, every teacher shall be entitled to an uninterrupted meal period of 55 minutes duration between 11:00 am and 2:00 pm daily. Designated professional staff will be on call during the lunch period to deal with emergencies and unforeseen similar circumstances.
- B. It is understood by both the Board and the Association that teachers may, on an individual and voluntary basis, agree to hold meetings during the lunch break.

10.01 Exceptional Students

- A. An exceptional student shall be defined as any child needing special programming and/or a special learning environment because of physical, intellectual, emotional, behavioral or social handicap, or because of giftedness. Teachers who are assigned to teach **an** exceptional student have the right to relevant information concerning the child's circumstances and needs and, to the extent feasible, consultation prior to the time an exceptional student is placed in the class.
- B. Subject to the Division's available resources, as determined in the discretion of the Division, teachers who are assigned to teach an exceptional student have the right:
 - 1. to request and receive appropriate professional development;
 - 2. to request and receive adequate material and auxiliary resources required for proper integration of an exceptional student into the classroom.

10.02 Non-Contact Time

Non-contact time (non-teaching and/or non-supervisory) for full-time classroom teachers shall be at least 216 minutes per cycle exclusive of recess. A part-time teacher is entitled to a prorated share of non-contact time. This minimum time is subject to variation with the agreement of the teacher or where, due to urgent circumstances which were unforeseen when school timetables were established, the Division is required to provide less non-contact time on a temporary basis.

10.03 Work Environment

The Parties agree that instead of school based Safety and Health Committees, a Divisional Workplace Safety and Health Committee shall exist which shall meet at least quarterly. There shall be two (2) co-chair persons, one of whom shall be the Association President or Designate and the other chosen by the Division, four (4) Association teachers, at least two (2) support staff and two (2) members from the Division Administration. This Committee shall follow the Workplace Health and Safety Act requirements and replaces any local or school committees. Minutes of all meetings shall be recorded and a copy given to each member of the Committee and posted on the bulletin board.

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10.04 Travel Allowance

All teachers under contract who are required to use their private vehicles in order to complete their teaching assignment as assigned by the Division shall receive a travel allowance as provided for in Division policy.

11.00 Consultation

- A. An Association/Division Relations Committee shall be appointed consisting of up to three (3) representatives from the Association and up to three (3) representatives from the Division.
- B. The Committee shall meet at a time mutually agreeable, at the request of either party, for the purpose of discussing matters related to the workplace that affect the parties.
- C. The Committee may discuss but shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.
- D. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board or otherwise made available for all teachers to see.

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11.01 Discipline

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

- A. Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 12.00, Provision for Settlement of Disputes During Currency of Agreement.
- B. When such a difference is referred to a Board of Arbitration under Article 12.00, the Board of Arbitration shall have the power to:
 - 1. uphold the discipline;
 - 2. rescind the discipline;
 - 3. vary or modify the discipline;
 - 4. order the Division to pay all or part of any loss of pay and/or benefits in respect of the discipline;
 - 5. do one or more of the things set out in subclause (1), (2), (3) and (4) above.
- C. The written warning(s) shall not include teacher assessment and evaluation done pursuant to division policy and any regulations and amendments thereto (hereinafter referred to as the policy), except where the implementation of said policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- D. The Association agrees that the Division has the right to suspend a teacher with or without pay for just cause.

11.02 Use of Term Contracts

- A. Except as hereinafter provided, every teacher employed by the Division shall be employed under a written form of contract known as Form 2 of Schedule D of the Public Schools Act.
- B. The exception to (A) above shall be those term teachers employed for a term certain of one school year or less. Every such term teacher shall be employed by the Division under a form of contract approved by the Minister known as a Form 2A.
- C. A teacher who has been employed full- or part-time in the Division under a Form 2A contract for two (2) successive entire school years shall, upon employment for the third consecutive year, be signed to a Form 2 contract and shall be entitled retroactively to seniority and sick leave. An "entire school year" means employment for 180 or more school days in the contract year.

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11.03 Transfer of Teachers

- A. The Association recognizes the right of the Division to transfer teachers employed by the Division to schools under the jurisdiction of the Division.
- B. The Division shall consult with teachers who are transferred prior to making a final decision.
- C. In making transfer decisions, the Division shall consider the educational needs of the students, the concerns raised by the teacher, and the administrative needs of the Division prior to making a decision.
- D. When a teacher is transferred to another school, the Division shall make arrangements for that teacher to receive a day to prepare for the new assignment. Such preparation day will be scheduled prior to the transfer occurring.
- E. In the case of any teacher who has been given notice of transfer following May 31st and who wishes to resign before June 30th of that year, the Division agrees to accept the resignation provided it is offered in writing within seven (7) days of the notice of transfer.

12.00 Provision For Settlement of Disputes During Currency of Agreement

- A. Where a violation of this Agreement is alleged by a Party to or persons bound by the Agreement or on whose behalf it was entered into, or difference between the Parties arises relating to the content, meaning, application or violation of this Agreement, either Party shall, within thirty-five (35) teaching days of the event giving rise to the alleged violation or difference, or within thirty-five (35) teaching days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other Party in writing, stating the alleged violation or difference and the solution(s) sought.
- B. Any difference which is not settled to the satisfaction of the Parties within ten (10) teaching days from the date when either Party notifies the other Party in writing of its desire to have the difference negotiated, shall, upon further written request of either Party, be submitted to an arbitration board consisting of three (3) members. Each of the Parties to the dispute shall, within seven (7) days of the date of the written request for the arbitration, appoint an arbitrator and shall notify the other Party of the appointment.
- C. Those two (2) arbitrators within a further period of seven (7) days after their appointment, shall meet and select a chairperson mutually satisfactory to both. Should the arbitrators fail to agree upon a chairperson within the required seven (7) days, either Party may request the Manitoba Labour Board to make the appointment of a chairperson. The costs of the arbitration shall be shared equally by both Parties to this Agreement.

- D. Any dispute arising from the thirty-five (35) days notification period shall be the first item to be resolved by the arbitration board.
- E. Except as herein provided, the Labour Relations Act shall apply.

14.00 Disability Benefits Plan

- A. The Division shall deduct from the teachers' salaries, monthly premiums for the Manitoba Teachers' Society Disability Benefits Plan and shall forward the premiums deducted within fifteen (15) days **of** the deduction having been made to the Manitoba Teachers' Society.
- B. The Division agrees to provide, on request **of** the Plan, a listing of all teachers who have had premiums deducted and the amount of premiums deducted.
- C. Any teacher employed by the Division must enroll in the Plan on the date of first becoming eligible, in accordance with the terms and conditions **of** the Plan.
- D. The Division agrees to provide the Manitoba Teachers' Society Disability Benefits Plan, on the mutually agreed prescribed form, information regarding teachers who have been in receipt of Employer paid sick leave (or short term disability benefits) for more than ten (10) teaching days.
- E. 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.

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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.

14.01 Group Life Insurance

- A. The Division will continue to administer The Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
- B. Unless otherwise excluded, the teachers' share of annual premiums shall be deducted in as near equal amounts as possible from each salary cheque for all participants in the plan. One-half (1/2) of the premium for the basic lump sum benefit **of** 200% of annual earnings for eligible teachers shall be paid by the Division and one-half (1/2) shall be paid by the employee.

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Eligible teachers who were insured for the survivor income benefit as at March 31st, 2001, will be insured for an additional 200% of annual earnings with one-half (1/2) of the premium for this amount being paid by the Division and one-half (1/2) being paid by the teacher. The premium for any other additional option amounts of coverage under the Plan shall be fully paid for by the teacher.

- C. All teachers shall be required to participate in the plan, unless granted exclusion by the Trustees of The Manitoba Public School Employees Group Life Insurance Plan.
- D. Notwithstanding the above, teachers employed by the former St. Vital School Division and continuing to be employed in the Louis Riel School Division and covered by the Group Life Insurance Plan shall continue to receive the death benefit under this plan of \$100,000. The Division shall pay the total cost of this group insurance plan for these teachers until such time as they leave the employ of the Louis Riel School Division.

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14.02 Extended Health Benefits Plan

- A. The Board shall administer the Manitoba Teachers' Society Extended Health Benefits Plan underwritten by Manitoba Blue Cross in accordance with the terms and conditions of that plan subject to the provisions of the Collateral Agreement between the Parties to the Collective Agreement.
- B. Except as provided in "C" below, all teachers covered by this agreement that are eligible under the terms of the plan shall be required to participate in the plan.
- C. Where a teacher covered by this Agreement provides evidence of coverage for Extended Health Benefits through a spouse, such member shall be eligible to opt out of this plan subject to the terms of the plan. Such option shall be exercised within sixty (60) days of receiving coverage through a spouse by providing written proof of such coverage to the Division in the form of a letter from the non member spouse's employer. When this option is exercised the member shall only be able to opt back into the plan when evidence is produced that spousal coverage has lapsed. The decision to opt back in shall be made within sixty (60) days of the loss of spousal coverage.

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15.00 Copies of the Collective Agreement

- A. It is the responsibility of the Division to provide to each teacher a copy of the collective agreement.

II - of Unders nding Memor r of

1) **Manitoba Blue Cross Coverage**

Memorandum of Agreement between

The Louis Riel School Division

and

**The Louis Riel Teachers' Association
of The Manitoba Teachers' Society**

on

MANITOBA BLUE CROSS MANDATORY COVERAGE

That the Board and the Association agree to the following with regard to the Extended Health Benefit Plan which came into effect January 1, 2001.

1. The Board shall administer The Manitoba Teachers' Society Extended Health Benefit Plan in accordance with the terms and conditions of the Plan.
2. Except as noted in 3 and 4 below, all employees that are eligible under the terms of the plan shall be required to participate in the plan.
3. Where an employee provides evidence of coverage for Extended Health benefits through a spousal plan, such employee shall be eligible to opt out of this plan subject to the terms of this plan.
4. An Employee who works less than 0.30 shall not be required to join the plan.

2) Norwood Amalgamation Issues

2a) Method of Pay

LETTER OF UNDERSTANDING – NORWOOD AMALGAMATION ISSUE – METHOD OF PAY

For the following list of former Norwood Teachers' Association members, Article 15: Method of Payment of Salary as it appears in the Collective Agreement between Norwood School Division No. 8 and Norwood Teachers' Association in effect from **January** 1, 1996 to June 30, 1998 will continue to apply, and will be incorporated into the Collective Agreement to be concluded between Louis Riel School Division and Louis Riel Teachers' Association effective July 1, 2002.

The said Article 15: Method of Payment of Salary is as follows:

Commencing in 1990, teachers hired at the beginning of the fall term will be paid for their initial Fall term the amount actually earned based on days taught by four approximately equal payments during the months of September through December.

Teachers continuing to be employed after their initial Fall term will, in each calendar year, be paid their annual salary in twelve approximately equal monthly payments, January through December.

Commencing in June, 1990, teachers leaving the Division at the end of the school year will be paid for their final spring term the amount of the salary earned based on the actual days taught during that term.

The parties agree that this letter of understanding will not prevent or stop either party from amending through negotiations, mediation or arbitration Article 5.00, Method of Payment, of the current collective agreement between the Louis Riel Teachers' Association and the Louis Riel School Division as said Article 5.00 applies to all teachers other than those identified as "Norwood Teachers" in this Letter of Understanding.

Louis Riel School Division
Per:

Arbez-Decock, Monique
Arbez-Meridji, Lorraine
Bazay, Gerri
Bevacqua, Bruno
Buck, Robert
Cameron, Brian
Casar, Kathleen
Collier, Garth
Cornick, Glen
Edstrom, Jane
Fedoruk, Anita
Ferchoff, Catherine
Gallagher, Elizabeth
Gerbrandt, Karina

Gilewicz, Rolando
Gordon-Gagne, Pauline
Hargrave Nattalie
Harkness, David
Hart, Anne
Henderson, Patricia
Hill, Carol
Hunt, James
Labossiere, Gilles A
Li, Louise
Macdonald, Glenda
Marchildon, Francine
Narth, Peter
Nuytten, Geoffrey

Louis Riel Teachers' Association
Per:

Perrin, Rene
Petsnick, Gary
Prior, Russel
Sander, Linda
Slobik, Wilfred
Stanley, Connie
Szarko, Catherine
Town, Robert
Tremblay, Gaetane
Venton, Paul
Wall, Timothy
Weilbrenner, Jean
Young, Tracy

(Note – May need to be updated)

2B) Vision Care

**MEMORANDUM OF AGREEMENT --
NORWOOD AMALGAMATION ISSUE --
VISION CARE**

Vision Care Plan

The Division will administer under the same terms and conditions, the Vision Health Benefits Plan previously registered to the Norwood School Division No. 8 only for the following eligible teachers:

Bedford, James	Cameron, Brian	Charriere, Pauline
Collier, Garth	Edstrom, Jane	Elrick, Robert
Gosselin, Raymond	Harkness, David	Hart, Anne
Labossiere, Gilles	Miklovic, Irene	Molin, Nicole
Prior, Russel	Rae, Janice	Sander, Linda
Stanley, Connie	Town, Robert	Wall, Timothy
Wiebe, Heather	Young, Tracy	

(Note – May need to be updated)

3) Short Term Disability Insurance

Louis Riel School Division

Memorandum of Agreement

**UNDERSTANDING BETWEEN LOUIS RIEL SCHOOL DIVISION
and
THE LOUIS RIEL TEACHERS' ASSOCIATION**

SHORT TERM DISABILITY INSURANCE

The two parties outlined above are in agreement with the following:

1. The Division will administer a Short Term Disability Insurance Plan #G 11-76 in accordance with the terms and conditions of the Master Policy of the said plan.
2. The premiums of the plan will be paid entirely by the Louis Riel Teachers' Association on behalf of all teachers on staff and signed to a Form 2 or Form 2a who are eligible to receive sick leave and disability benefits by virtue of the Collective Agreement under Article _____, Sick Leave, and Article _____, Disability Benefit Plan.

13a)
2) 6

3. 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 action, legal or otherwise, arising from the operation of this Short Term Disability Plan.

SECTION III - OTHER UNDERTAKINGS

Not for inclusion in the Collective Agreement

1) **Scope of Bargaining Unit**

The Parties acknowledge that the inclusion or exclusion of substitute teachers was **an** issue in negotiations. As the Labour Board **is** currently reviewing **this** matter, the Parties have agreed to be bound by the decision of the Labour Board (or a decision of another court of competent jurisdiction) regarding the description of the bargaining unit.

Currently substitute teachers are covered under the following articles/clauses: Substitute Teachers, Association/Society Dues Deductions and Provision for Settlement of Disputes During Currency of Agreement. If the Labour Board, or other court of competent jurisdiction determines that substitute teachers are **part** of the bargaining unit, the Parties agree to commence negotiations as to the applicability of other clauses in the Collective Agreement,

Further, it is agreed that neither party will use this understanding as a leverage in matters currently before the labour Board related to Substitute Teachers.

It is also acknowledged by the Parties that the positions of Director of Information Systems and Director of Policy, Planning and Communication are not in-scope positions.

The Association reserves the right to bargain on their behalf should they commence teaching duties as is defined by statute and regulation.

2) **_____ of the _____ of _____**

Effective July 19th, 2002, the St. Boniface School Division and the St. Vital School Division became the Louis Riel School Division. A collective agreement has been negotiated in effect from July 1st, 2002 up to and including June 30th, 2004. The Parties agree that the terms of the previous collective agreement between those Divisions and Association for those teachers covered by each of those Agreements will generally

prevail up to June 30th, 2003. Exceptions to this will be those clauses/articles dealing with rates, allowances and interest on retroactive pay.

With regard to the rates paid to Department Heads, Co-ordinators, Consultants, Supervisors, Designated Teachers and Director of Student Services, Director of Programme Implementation and Professional Development positions, teachers currently assigned to those positions will receive a three percent (3 %) increase on their existing allowance for the 2002/2003 school year.

3) **Implementation of Changes to Administrative Compensation**

As the 2002/2003 increases for Administrative compensation in year one of this contract is limited to an aggregate of salary and administrative allowance increase of 4.5%, where an administrator is entitled to an increase greater than the 4.5% then that difference (related to the 2002/2003 school year) will be given out in twelve (12) equal monthly installments over the 2003/2004 school year.

4) **Bereavement Leave**

The Division has acknowledged that, by way of the Superintendent's discretion, a teacher may request time off with pay to attend the funeral of a close friend. The Division gave assurances in negotiations that there is no reason not to continue this practice related to the consideration of a close friend.

5) **Registered Retirement Savings Plan**

The Division has provided assurances to the Association that it will continue to make deductions in a manner consistent with past practice for teachers enrolled in the Registered Retirement Savings Plan.

6) **Early Notice Policy**

The Division advised the Association that a policy would be developed that would allow a one (1) week off with pay provision, by policy, to teachers receiving TRAF benefits in September of the year the teacher gives notice, or January for those giving notice in December. To be eligible to receive this benefit, the teacher must provide an irrevocable notice of retirement by February 1st for retirement at June 30th of that year, or by September 30th for retirement at December 31st of that year.

For further clarity, this policy will not include a service requirement and will replace the "once in a life time" leave practice that has existed in the St. Vital School Division.

7) **Work Environment**

The Division has provided assurances that it will continue to check the air quality in all buildings, semi-annually reflecting seasonal changes, improve those which require improvement and report back to the Workplace Health and Safety Committee and monitor the temperature in all schools on a regular basis and take action when necessary to provide a healthy working environment.

8) **Meal Period**

Unless otherwise arranged, the meal period for teachers at Glenlawn Collegiate will continue as per past practice.

9) **Extended Health Plan**

The parties will work out the details related to providing teachers an extended health plan, to be administered by the Division in a manner consistent with past practice. Such plan will have a premium based on a post tax and dual rate basis. The existing collateral arrangement will continue until such details are agreed to by the parties.

10) **St. Boniface Dental Plan**

As notice has been provided to terminate the dental plan the parties will at a later time, detail the process for terminating the dental plan.

Dated this _____ day of _____, 2003

June 20, 2003

The Louis Riel School Division

The Louis Riel Teacher's Association of the M.T.S.

Negotiation Committee Chairperson

Negotiation Committee Chairperson

Secretary-Treasurer

President