

**COLLECTIVE AGREEMENT**

**between**

**Sunrise School Division**

**and**

**Sunrise Teachers' Association  
of  
The Manitoba Teachers' Society**

**July 1, 2004 to June 30, 2006**

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**TABLE OF CONTENTS – To be updated**

<b>Article</b>	<b>Page</b>
1	Purpose.....1
2	Effective Period .....1
3.01	Definition of Department .....1
3.02	Placement for Teaching Experience .....1
3.03	Reclassification .....1
3.04	Increments .....2
4	Salaries of Teachers.....2
5	Administrative Salaries.....3
5.06	Designated Teachers .....5
6	Coordinators, Consultants, Program Leaders.....6
7	Allowance for Team Leaders.....6
8.01	Transportation Allowance.....6
8.02	Professional Courses Allowance .....6
8.03	Evening Schools .....6
9	Substitutes .....7
10	Part- time Teachers .....7
11	Form Limited Teacher Contract.....8
12	Deduction of MTS Fees.....8
13	Payment of Salary .....8
14	Interest on Retroactive Pay.....8
15.01	Sick Leave .....9
15.02	Compassionate Leave.....9
15.03	Family Leave.....10
15.04	Personal Leave.....10
15.05	Religious Holy Days .....10
15.06	Paternal Leave .....11
15.07	Exam Leave.....11
15.08	Leave for Legal Duties.....11
15.09	Leave of Absence.....11
16	Maternity, Adoptive and Parental Leave.....12
17.01	Executive Leave .....13
17.02	Leave for President.....13
18	Deferred Salary Leave.....14
19.01	Group Insurance.....14
19.02	Dental Plan.....14
19.03	Short Term Disability .....15
19.04	Extended Health.....15
19.05	Long Term Disability .....15
19.06	Limitation of Liability.....15
20	Duty-free Meal Period.....15
21	Contact Time.....16
22	Transfer .....16
23	Lay-off .....17
24	Extra-Curricular Activities .....20
25	Freedom from Violence.....20
26	Harassment .....20
27	Working Conditions Committee.....20
28	Professional Development Fund.....21

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**Table of Contents – page 2**

29	<b>Bulletining of Positions</b> .....	21
30	<b>New Positions</b> .....	22
31	<b>Liaison Committee</b> .....	22
32	<b>Complaints re Teachers</b> .....	22
33	<b>Settlement of Disputes</b> .....	22
34	<b>Access Agreement</b> .....	23
	<b>Appendix A – Salary Schedules</b> .....	25
	<b>Appendix B - Administrative Allowances Year 2002-2003</b> .....	26
	<b>Appendix C - Letters of Understanding</b> .....	28

**ARTICLE 1 - PURPOSE**

It is the intent and purpose of the parties to this agreement to promote and improve the working relations between the Sunrise School Division and the Sunrise Teachers' Association, to establish a salary, to establish other conditions of work resulting from the operation of the said agreement and to provide a basis for both parties to improve the professional service rendered the students of the Sunrise School Division.

This Agreement is by and between the Sunrise School Division (hereinafter referred to as the Division), and the Sunrise Teachers' Association (hereinafter referred to as the Association).

**ARTICLE 2 - EFFECTIVE PERIOD**

This Agreement and its provisions unless otherwise stated shall be **effective from July 1, 2004 and shall remain in full force and effect until June 30, 2006**, and thereafter until a revised Collective Agreement is executed or until a renewal or revision of the Agreement or new Collective Agreement has been concluded.

Either party wishing to amend this Agreement shall notify the other party to this effect; such notice to be given by Registered Mail or courier during the month of April of the year in which such amendment is desired. The Division shall provide its counterproposal within thirty (30) days after receiving the Association's proposed amendment unless this date is extended by mutual agreement.

**ARTICLE 3 - CLASSIFICATION AND INCREMENT**

**3.01 - Department of Education, Citizenship and Youth**

The use of the word "Department" throughout the Collective Agreement shall be understood to refer to the Department of Education, Citizenship and Youth of the Province of Manitoba. **The word "Minister" throughout the Collective Agreement shall be understood to refer to the minister of said department.**

**3.02 - Placement for Teaching Experience**

- a) Teachers on staff and teachers coming on staff shall receive full placement for teaching experience obtained after certification as recognized by the Department up to the maximum of their class.
- b) Notwithstanding (a) above no teacher formerly employed by the Agassiz School Division No. 13 or the Transcona-Springfield School Division No. 12 on June 30, 2002, shall suffer a reduction of classification due to the adoption of this agreement.

**3.03 - Reclassification**

It shall be the responsibility of the teacher to submit evidence for reclassification to the Department.

### **3.03 – Reclassification (CONTINUED)**

Where a teacher is granted a higher classification by the Department, the higher classification shall be effective the first of the month following receipt of evidence from the teacher to the Assistant Superintendent of the Division of completion of requirements for the higher classification except in the case of evidence submitted in September, October or November, the higher classification shall be effective retroactive to the start of the school year and provided the teacher provides written notification to the Assistant Superintendent of the impending change in classification no later than September 30<sup>th</sup>.

The salary for the higher classification shall be paid by the Division upon receipt of confirmation to the Division of completion of the requirements for the higher classification from the Department.

### **3.04 - Increments**

- a) Teachers shall receive their experience increment at the start of the school year, January 1 or April 1, providing that they have a year of experience verified by the Department.
- b) Industrial Arts teachers shall be paid on the salary grid and shall be credited one increment for every three (3) years of verified **industry-related** experience while holding a journeyman's certificate or a trade certificate to a maximum of three (3) increments.
- c) Industrial Arts teachers under the **Transcona-Springfield** and **Agassiz** collective agreements at June 30, 2002 will have their **industry-related** experience recognized and maintained by the Sunrise School Division.

### **ARTICLE 4 - SALARIES**

- 4.01 A teacher's gross annual salary shall be the salary on the Basic Salary Schedule of that teacher's classification and experience reduced by the applicable Dental Plan adjustment as determined by the Dental Plan Agreement.
- 4.02 The Basic Salary Schedule shall be the applicable salary schedule in Appendix A.

## V: C SALARIES

### **5.01 - Principal's Salary**

A principal's salary shall be determined as outlined below. Upon effective appointment, the principal shall be paid a total salary unlimited by the maximum of his/her class and determined as follows:

- a) by educational qualifications and experience as per Article 4, plus;
- b) a principal's allowance as determined by the formula in this article and Appendix B, plus;
- c) any other allowance(s) for which the principal is eligible under this Collective Agreement.

### **5.02 - Determination of Principal's Allowance**

(a) Principals' allowances for schools in the Sunrise School Division shall be determined by the following formula:

#### **FORMULA**

$$\text{Principal's Allowance} = \text{Base} + (\text{number of students} \times \text{student rate}) \\ + (\text{number of staff} \times \text{staff rate})$$

This formula will be applied yearly, immediately after September 30<sup>th</sup> staff and student enrollment figures have been determined. Changes in allowances will be retroactive to the beginning of the school year and will be reflected in the October salary payment.

#### **(b) Principal – Divisional Student Support Services**

**Notwithstanding the above, the "Principal – Divisional Student Support Services" shall receive an annual allowance of \$22,000.**

#### **(c) Definition of Terms**

##### **Base:**

is the base allowance for a school principal identified as being **\$12,304 effective the Fall term of 2004 and \$ 12,674 effective the Fall term of 2005** with Hazelridge, Reynolds, Sunrise Support Centre/Alternative Learning Centre and the Colony schools being half of that amount.

##### **Number of students:**

is the total student population in a school as of September 30<sup>th</sup> of the current year, where each Kindergarten student equals 1.

**Student Rate:**

**\$7.64 (effective the Fall term of 2004) and \$7.87 (effective the Fall term of 2005)** per student as defined in "number of students".

**Number of staff:**

is the total staff population in a school as of September 30<sup>th</sup> of the current year, where each teacher, secretary, paraprofessional, library clerk, and custodian working 50% or more in a school equals **1**, and those who are working less than 50% in a school equal 0.5.

**Staff rate:**

**\$82.73 (effective the Fall term of 2004) and \$85.21 (effective the Fall term of 2005)** per staff as defined above.

**5.03 – Assistant Principal's Salary**

- a) The appointment of an assistant principal shall be made at the discretion of the Division. A teacher being demoted from an assistant principal's position shall revert to regular teacher status on staff. An assistant principal's salary shall be determined in the same manner as set forth in Article 5.01 except that the administrative allowance for an assistant principal shall be determined as follows:
- i) A full-time supervising assistant principal shall be paid an allowance of 50% of the principal's allowance for that school;
  - ii) A teaching assistant principal shall be paid an allowance of **33 1/3%** of the principal's allowance for that school.
- b) When a principal is absent from the school for three (3) or more consecutive days, commencing the fourth (4) and subsequent days, the assistant principal who has charge of the school shall be paid an allowance in addition to any allowance paid in subsection (a) above of 20% of the principal's allowance on a per diem basis.

#### **5.04 - Changes for Principals and Assistant Principals**

- a) In the event of a change in position by a principal or assistant principal to another administrative position for which the allowance is less, **his/her** allowance shall remain the same for a period of no greater than three years, or until it is exceeded by the new allowance.

This article shall not apply in the event of an administrative change which is the result of unsatisfactory performance.

- b) Where a principal or assistant principal is transferred to a new assignment and incurs a loss of allowance, the administrator's allowance shall be red-circled for a period of three years – after which the principal or assistant principal shall be paid according to the administrator allowance schedule in effect.

#### **5.05 - Full-Time Teaching Principals and Assistant Principals**

Full-time teaching principals and full-time teaching assistant principals of early years schools with more than one classroom shall be relieved of teaching duties for supervision at the rate of one-half day per classroom per month. Substitutes for this purpose shall be provided by the Division.

#### **5.06 - Designated Teacher during the Absence of Principal and Assistant Principal**

In each school in the Division one or more teacher(s) will be designated by the Superintendent, in consultation with the principal, to be in charge of the school in the absence of the principal and assistant principal in accordance with the following provisions:

- a) The total allowance of all designated teachers in a school shall be the amount for the school stated in the letter from the Board to the Association, dated January **31, 2006**
- b) Each designated teacher shall receive an allowance of **\$400**
- c) Each school shall use its total allowance
- d) Where more than one teacher is designated by the Superintendent for the school, the administrative relief shall be reasonably distributed between the designated teachers.



## **ARTICLE 6 - ALLOWANCES FOR CONSULTANTS AND PROGRAM LEADERS**

Teachers appointed by the Division to the following positions shall be paid an allowance over and above their basic salary as per Article 4 as set forth below:

Consultant/Program Leader	\$9,136
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A teacher appointed by the Division to the position of consultant or program leader shall be paid an allowance on a **pro-rata** basis over and above his/her basic salary.

## **ARTICLE 7 - ALLOWANCE FOR TEAM LEADERS**

7.01 Each team leader appointed by the Division shall receive an allowance as follows:

<b>Fall term 2004</b>	<b>\$ 2522</b>
<b>Fall term 2005</b>	<b>\$ 2598</b>

7.02 When a team leader is absent from the school for five (5) or more consecutive days, another member from that team shall be appointed as team leader on an interim basis.

7.03 When a team leader is absent from the school for five (5) or more consecutive days, commencing the sixth and subsequent days, the person who is put in charge of that team shall be paid the team leader allowance on a per diem basis, retroactive to the first of the five days.

## **ARTICLE 8 - OTHER ALLOWANCES**

### **8.01 - Transportation Allowance**

Teachers who are required by the Division to attend meetings shall receive either a travel or kilometer allowance in accordance with Division policy.

### **8.02 - Reimbursement for Professional Courses**

For each unit professional course and each ½ unit professional course successfully completed beyond permanent certification, based upon the Superintendent's recommendation, the teacher shall be reimbursed \$200 and \$100 respectively.

### **8.03 - Salaries for Evening Schools**

Teachers engaged in the teaching or supervision of **non-credit** evening school in addition to a permanent or temporary contract with the Division shall be paid an hourly rate of \$25.00. All course offerings must be pre-approved by the Superintendent.

## **ARTICLE 9 - PAYMENT FOR SUBSTITUTE TEACHERS**

The following substitute rates shall apply:

<u>Classification</u>	<u>Rate (date)</u>
0-3	<b>\$ 98.11</b>
4-6	<b>\$130.44</b>

per day for a full day at one school or for two (2) **half-days** on the same day at different schools, providing however that where a substitute teaches only for one-half day, the rate for such **half-day** shall be one-half of the above rates. Should a substitute have continuous employment in one position for six (6) full days or more, payment shall be made at the rate of  $1/200^{\text{th}}$  of the rate of the teacher's salary for **his/her** qualifications and experience during the total period of employment in one position; except that no substitute shall receive a salary rate higher than the maximum salary provided for a class **4** teacher. Substitute days cannot be accumulated from one assignment to another. The substitute teacher's per diem rate includes allowances for vacation pay.

In-service days and days on which the school **is** closed by the Division shall not constitute a break in the service in determining eligibility for the  $1/200^{\text{ths}}$  payment.

This article shall be effective as of the date of ratification.

## **ARTICLE 10 - PART-TIME TEACHERS**

- 10.01 Teachers employed under contract on a part-time basis shall be paid on a **pro-rated** salary of a full time teacher who has the same qualifications and experience, on a proportional basis, having regard to the amount of time worked.
- 10.02 Part-time teachers under contract will move to the next step on the salary schedule after service in the part-time position is equivalent to a full year's teaching experience.
- 10.03 Part-time teachers under contract will be afforded preference where the level of skill, ability and competence are sufficient in the Division's discretion over new hires when full-time positions become available. Length of service under contract with the Division among such part-time teachers will prevail.
- 10.04 Part-time teachers under contract will be eligible to participate in applicable employee benefit plans.
- 10.05 Part-time teachers under contract who are directed by the principal to attend administration days, **parent/teacher** conferences, pupil evaluation days and professional development days during the instructional day but outside of the time normally scheduled to work shall be compensated on a **pro-rata** wage basis.
- 10.06 Accumulation of sick leave entitlement by part-time teachers under contract will be **pro-rated**.

### **ARTICLE 11 - LIMITED TEACHER CONTRACT**

A teacher who has been employed full-time or part-time in the Division under a **Limited Teacher Contract (previously a Form 2A contract)** for two successive entire school years shall, upon employment for the third consecutive year, be signed to a **Teacher General** contract and shall be entitled retroactively to seniority and sick leave.

### **ARTICLE 12 - DEDUCTION OF MTS FEES AND ASSOCIATION DUES**

- 12.01 The Manitoba Teachers' Society membership fee shall be deducted from every teacher who is employed by the Division unless the teacher has given written notice to the Division prior to September 15<sup>th</sup> that he/she is opposed to the deductions. These deductions will be made in twenty (20) equal installments, starting with the September cheque and shall be remitted monthly to The Manitoba Teachers' Society.
- 12.02 Association dues shall be deducted from every teacher who is employed by the Division under contract unless the teacher has given written notice to the Division prior to September 15<sup>th</sup> that he/she is opposed to the deduction. These deductions will be made in twenty (20) equal installments, starting with the September cheque and shall be remitted monthly to the Association.
- 12.03 The Society and Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of legal action and make such settlement thereof as it shall see fit.

### **ARTICLE 13 - PAYMENT OF SALARY**

- 13.01 Salaries shall be paid on a twelve (12) month basis.
- 13.02 Pay shall be deposited on or prior to the 15<sup>th</sup> and second last day of the month.
- 13.03 Teachers employed for a portion of the school year due to termination of employment, retirement or long term leave of absence shall be paid based upon the number of days taught.
- 13.04 Deductions from salary shall be deducted in accordance with statutory or contractual requirement on each payment.
- 13.05 The July and August cheques shall be payable at the same time as the June cheque.

### **ARTICLE 14 - INTEREST ON RETROACTIVE PAY**

The Division shall pay with interest on the net amount of any retroactive pay which may be paid to such members, calculated from the date on which the monies would have been due to the date of actual payment. The interest shall be computed at a rate equal to the average paid by the Chartered Banks in Beausejour, on Bonus or Premium Savings Accounts.

## **ARTICLE 15 – LEAVES**

### **15.01 - Sick Leave**

- a) Sick leave shall be granted to provide lost income when a teacher is unable to be at work and perform regular duties due to illness or injury.
- b) Except as hereinafter provided, a teacher shall be entitled to sick leave not exceeding twenty (20) teaching days in any school year. Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
  - 40 teaching days in the second year
  - 60 teaching days in the third year
  - 80 teaching days in the fourth year
  - 100 teaching days in the fifth year
  - 120 teaching days in subsequent years.
- c) Unused sick leave shall accumulate to a maximum of **120 days (120 days effective September 2005)**. In each school year the number of sick days used shall be deducted from the total accumulation.
- d) There shall be no accumulation of sick leave during a period of a leave of absence.
- e) Teachers employed on a **fixed-term** contract or on a part-time basis under contract shall be entitled to sick leave on a **pro-rata** basis.
- f) When a teacher suffers an on-the-job injury and is absent from work as a result of this injury, the Division shall continue to pay the salary of that teacher during such absence, limited to the extent of the accumulated sick leave balance at the time of suffering the on-the-job injury. The period of absence from work as a consequence of the on-the-job injury shall not be charged against the accumulated sick leave balance. On-the-job injuries shall be defined as a disability resulting from an **accident/incident** occurring on Division premises or in the course of performing duties arising out of employment under the contract with the Division.

### **15.02 - Compassionate Leave**

Effective the date of ratification, each teacher shall be allowed compassionate leave without **loss** of salary up to but not exceeding three (3) days in the case of death or serious illness of the teacher's sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

**Effective the date of ratification**, each teacher shall be allowed compassionate leave without loss of salary up to but not exceeding five (5) days in the case of death or serious illness of the teacher's spouse, common-law spouse, son, daughter, **father** or mother.

Additional compassionate leave may be granted at the discretion of the Superintendent or Designate.

### **15.03 - Family Leave**

Effective the date of ratification, 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.

### **15.04 - Personal Leave**

Effective the date of ratification, each teacher shall be entitled to one day of personal leave of absence per school year without loss of salary, and this personal leave of absence, if not used, shall be cumulative to a maximum of two (2) days without loss of salary. In any year where a teacher is entitled to, and uses, only one day of personal leave without loss of salary, a teacher may take a second day of personal leave, with deduction at substitute rate.

Additional days, in excess of two (2) days per year, may be granted by the Superintendent's discretion, at a deduction rate of 1/200ths of the teacher's annual rate of salary.

Teachers shall not be granted leave for the following days, except as may be approved by the Superintendent:

- a) on any in-service day, parent-teacher day, administration day or pupil evaluation day designated by the Division or school;
- b) to extend the time off for:
  - i) Spring, Summer or Christmas breaks;
  - ii) any statutory holiday;
  - iii) Remembrance Day; and
  - iv) any other day as provided by regulation of the Public Schools Act.

### **15.05 - Major Religious Holy Days**

- a) Effective the date of ratification, a teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of salary for major religious holy days observed by the teacher and designated as a day of obligation by the teachers' religion.

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:

- i) 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 30<sup>th</sup>. Teachers employed after September 30<sup>th</sup> shall provide written notice within ten (10) calendar days of their commencement of employment;

### **15.05 - Major Religious Holy Days (continued)**

- ii) in instances where religious holy leave is required prior to September 30<sup>th</sup> 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;
  - iii) where the appropriate notice has not been given religious holy day's leave will be provided and the teacher's regular salary will be deducted 1/200ths of the salary for that day.
- b) The parties agree that this article constitutes reasonable accommodation for religious holy leave.

### **15.06 - Paternal Leave**

A male teacher shall be granted up to two (2) days leave at no loss of salary at the time of birth of his son or daughter.

### **15.07 - Exam Leave**

Leave shall be granted without loss of salary for two (2) university exams per year written during school hours by teachers in the Division. The Division shall assume the costs of the substitute required in the above cases.

### **15.08 - Leave for Legal Duties**

A teacher shall be allowed a leave of absence, without loss of salary, for purposes of jury duty or when subpoenaed as a Crown witness in a court of law, other than a court proceeding occasioned by the employee's private affairs, or a court action initiated by the teacher against the Sunrise School Division. The teacher shall make **him/herself** available for duty at **his/her** school during regular school hours when **he/she** may not be required at Court and will present proof of jury service or witness duty. Any fee or payment, excluding expenses, received by reason of service as a juror or witness for school days declared by Department shall be forwarded to the Division, and used for professional development purposes.

### **15.09 - Leave of Absence**

- a) The Division may at its discretion grant leave of absence for any purpose.
- b) A teacher having completed seven (7) or more years of service under contract with the Division shall, upon written request, be granted a leave of absence without salary **of one school year** provided that not more than 2% of the teaching staff **in** any school year (based on the prior school year's full-time equivalent complement as a measurement) are entitled to such leave as a right. In the event that more than that number request leave, then length of teaching service under contract with the Division shall prevail. A leave of absence of less than one school year may be granted.

**15.09 - Leave of Absence (continued)**

- c) Where leave of absence is granted under (a) or (b) herein, a teacher, obtaining such leave, shall not be able to avail **himself/herself** of any of the terms of this Collective Agreement and hereby waives all provisions of the Collective Agreement excepting the Lay-off and the Group Insurance articles of the Agreement. In addition, such leave shall not constitute a break in tenure or loss of sick leave accumulated to date of commencement of leave. There shall be no credit for experience for increment purposes or further accumulation of sick leave for the period of the leave of absence.
- d) A teacher, having first become eligible for **leave**, and having taken such leave, shall again become eligible for leave following completion of seven (7) or more additional years of service under contract with the Division.

**ARTICLE 16 - MATERNITY, ADOPTIVE AND PARENTAL LEAVE**

- 16.01 Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this article.
- 16.02 Every teacher shall be entitled to unpaid parental leave.
- 16.03 Except as otherwise provided herein the Manitoba Employment Standards Code will apply.
- 16.04 The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangement shall be confirmed in writing by the Division.
- 16.05 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 Unemployment Benefits (SUB) plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- 16.06 In respect to the period of maternity leave, payments made according to the SUB plan will consist of the following:
1. For the first two (2) weeks, payment equivalent to 90% of her gross salary, and
  2. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.
- 16.07 A teacher taking parental or adoptive leave shall receive pay for the period of leave up to ten (10) weeks of payment equivalent to the difference between the payment from HRDC and 90% of his/her salary. The ten weeks includes any waiting period required for employment insurance benefits.

## **ARTICLE 17 – ASSOCIATION LEAVE**

### **17.01 – Leave of Absence for Executive Duties**

- a) A teacher, being a member of the Association's Executive Committee or of the Executive Committee of any branch thereof or of any special committee of the Society or being appointed an official representative or a 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 of the Society **or** of any branch of the Society in a matter of Society business requiring absence from school, shall have the right to attend such meeting or to act as such representative or delegate and shall be excused from school duties for either purpose or both purposes on not more than a total of five (5) teaching days in any school year provided that a satisfactory substitute can be secured and the cost of the substitute plus 50% of the difference between such cost and 1/200ths of the teacher's salary is reimbursed to the Division by the Society or Association.
- b) 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. An additional forty (40) days of leave shall be granted for a member of the Provincial Executive at 1/200ths deduction.
- c) **No** additional leave of absence beyond five (5) days in a school year shall be taken for the purposes mentioned above, except with the consent and approval of the Board.
- d) Five teaching days notice should be given to the Division by the teacher requiring the leave, provided that, in the event less notice is given, the Division shall not unreasonably withhold its consent for leave.

### **17.02 - Leave for Association President/MTS President or Vice-president**

- a) The Association President shall be permitted leave from teaching duties of either 50% or 100% of the time. This percentage shall be determined by the Association prior to the beginning of the school year. There shall be no **loss** of benefits and the Association shall reimburse the Division **for** the entitled salary for the percentage of time that the President is absent from teaching duties. The Association **will** also reimburse for the appropriate percentage of allowance, where applicable, benefits (such as E.I., C.P.P. and Group Life Insurance premiums, etc.) and other costs related to the President's leave. Except in the case of a 50% president, the right granted herein shall be in place of and not in addition to the rights granted by Leave of Absence for Executive Duties article of this Agreement. Upon the return of the teacher to the Division, the teacher shall be reinstated in either the same or comparable position.
- b) A teacher who is elected to The Manitoba Teachers' Society as President or Vice-president shall, upon reasonable notice, be granted leave for that term of office and, upon the return of that teacher to the Division, shall be reinstated in either the same or comparable position.



## **ARTICLE 18 - DEFERRED SALARY LEAVE**

The Division agrees to administer a Deferred Salary Leave Plan as determined by the parties and which is acceptable to Revenue Canada.

## **ARTICLE 19 - EMPLOYEE BENEFITS PLANS**

### **19.01 - Group Life Insurance**

The Division will administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.

Unless otherwise excluded, the employees' share of annual premiums shall be deducted in equal amounts from each salary cheque, for all participants in the plan.

All employees shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees' Group Life Insurance Plan.

### **19.02 - Dental Plan**

1. Effective September 1, 2003, 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.
2. All Employees covered by this Collective Agreement that are eligible under the terms of the **MAST-MTS** Dental Plan shall be required to participate in the Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
3. 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.
4. The Division agrees that the Division's monthly contribution to the Dental Plan on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, **his/her** spouse, and **his/her** dependent children, having regard to the definition of spouse and dependent children in the Dental Plan). Provided that prior to the beginning of the plan year an Employee may elect in prescribed form for reduced coverage as permitted under the terms of the Dental Plan in which case the Division agrees to make monthly payments to the Employee as follows:
  - a) An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only;
  - b) An Employee, with neither spouse nor dependent children, who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for an Employee only, shall receive an amount equal to the difference in the **monthly** rate between family coverage and coverage for an Employee only;

**19.02 - Dental Plan (continued)**

- c) An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.

**19.03 - Short Term Disability**

The Division will administer a Short Term Disability plan satisfactory to the parties.

All employees covered by this collective agreement shall be required to participate in the Short Term Disability Plan. Premiums shall be deducted monthly from salary and remitted to the Plan.

The Division shall refund to the Association the whole of the additional rebate allowable under the Employment Insurance Commission Act to the Short Term Disability Plan.

**19.04 - Extended Health**

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, 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 Benefit 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 0.3 shall not be required to join the Plan.

**19.05 - Long Term Disability**

The Division will administer The Manitoba Teachers' Society Disability Plan.

The premiums for the Plan shall be paid by each participating employee and shall be deducted monthly from salary and remitted to the Plan.

Save and except for the deduction and remittance of premiums as directed by the Association, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to the Disability Plan of The Manitoba Teachers' Society.

**19.06 - Limit on Division's Responsibility for Benefit Plans**

Save and except for the deduction and remittance of premiums as directed by the Association, the Association acknowledges and agrees that the Division neither has, nor assumes, any responsibility whatsoever with respect to any aspect of the benefit plans administered by The Manitoba Teachers' Society.

**ARTICLE 20 - DUTY FREE MEAL PERIOD**

Except in cases of emergency or unforeseen circumstances, every teacher who teaches more than a half-day shall be entitled to an uninterrupted meal period of 60 minutes, between 11:00 a.m. and 2:00 p.m. daily.

## **ARTICLE 21 - CONTACT TIME**

Student contact time, whether such time is in a teaching, consultative or supervisory role assigned in a school year shall be no greater than the contact time assigned in the previous school year, based upon the divisional average for each level:

- A) Early Years
- B) Middle Years
- C) Senior Years

The Division will endeavor to keep contact time as equal as possible for teachers within individual schools and levels. The student contact time assigned in any school year to a teacher in any one school during the normal school day may be greater or lesser than the previous school year.

## **ARTICLE 22: TRANSFER**

- 22.01 The Association recognizes the right of the Division to assign teachers employed by the Division to schools and classes under the jurisdiction of the Division.
- 22.02 The Division's right to initiate transfers shall always be exercised fairly and reasonably having regard to all the circumstances including, primarily, the educational needs of the Division and, secondly, the interests of the teacher involved.
- 22.03 The interests of the teacher shall be determined through consultation at a meeting prior to any decision being taken on the transfer.
- 22.04 A teacher, who is to be transferred within the Division, shall be given reasonable written notice of the proposed transfer. A copy of all written notices of transfers shall be sent to the President of the Association.
- 22.05 The reasons for the transfer shall be included in the written notice of the transfer.
- 22.06 Where a teacher receives notice of a transfer for the next school year on or after June 1<sup>st</sup>, the teacher may resign within fourteen (14) calendar days of receiving notice and such resignation shall be deemed to be mutual.
- 22.07 An arbitration board or single arbitrator, appointed under the provisions of Article 33 to consider a grievance arising from the content and/or meaning and/or application **and/or** alleged violation of this article, shall have the power to:
- i) uphold the transfer, or
  - ii) provide an appropriate remedy which may include, if the circumstances warrant, rescission of the transfer. An order to rescind the transfer shall provide a reasonable period of time for implementation taking into account all relevant circumstances but shall in no case exceed a full school year and a day following the order to rescind.

- 22.08 Where the Division requests the transfer of a teacher to a school which is forty (40) km further from the teacher's home than is his/her present school and the teacher moves the household forty (40) km or more towards the new school, the Division shall pay the reasonable costs of moving the teacher's personal and household effects up to a maximum of \$1000.

### **ARTICLE 23 - LAY-OFF**

- 23.01 Where it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, and leaves of absence do not affect the necessary reduction in staff, the Division shall develop a seniority list as hereinafter provided. Such a list shall contain the names of those teachers having the least seniority identified in sufficient numbers to enable the Division to lay off the required number of teachers.
- 23.02 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 the ability for a specific assignment.
- 23.03 The Division shall provide the Association with a seniority list and shall post the seniority list in each school in the Division prior to February 1<sup>st</sup> of each year. Teachers shall have until February 28<sup>th</sup> to protest, in writing, any alleged omission or incorrect listing to the Division. The seniority list as provided or amended must be certified prior to March 7<sup>th</sup> by both parties in writing to be correct. Any protest shall be limited to changes that have occurred since the last certified listing.

#### **23.04 Definitions**

- A) **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;
- B) **Academic Qualifications** - refers to the classification in which a teacher is placed by the Department;
- C) **Experience** - the practical application of training over a period of time with respect to the particular subject or subjects;
- D) **Ability** - a teacher's demonstrated skill and competence to perform a particular teaching assignment satisfactorily and **proficiently** after having acquired the necessary training, academic qualifications and experience;
- E) **Seniority:**
- a) For the purposes of this article, seniority is defined to mean the length of continuous teaching experience from the date of last hire with the Division on a current individual employment contract, which shall be calculated from the first day the teacher was to begin actual teaching.
- Notwithstanding the foregoing, a teacher who has been employed under one or more temporary **contract(s)** and is subsequently employed under a permanent contract, shall have his/her employment

**23.04 Definitions (continued)**

under both the temporary and permanent contracts deemed as continuous teaching service with the Division, provided that there was not an interruption of more than twenty (20) instructional days between the subsequent contracts.

- b) Where teachers have the same length of continuous equivalent teaching experience, the order of the seniority list shall be determined on the basis of total employment with the Division.
- c) Where teachers have the same seniority as defined in (a) and (b) above, the order shall be determined on the basis of the total recognized teaching experience in Manitoba.
- d) If the length of teaching experience as defined in (a), (b), and (c) is equal, the teacher to be declared surplus shall be determined by the Division.

**23.05** A teacher will retain and accrue seniority if absent from work because of:

- a) illness or accident up to the maximum days accumulated under the provision of the collective agreement;
- b) a leave of absence of up to thirty (30) calendar days;
- c) maternity and/or parental leave under the provisions of the Employment Standards Code.

**23.06** A teacher will retain but not accrue seniority if absent from work because of:

- a) a leave of absence in excess of thirty (30) calendar days;
- b) lay-off for a period of time less than that set out in this article;
- c) absence due to illness or accident for more than the maximum number of days accumulated under the provisions of the Collective Agreement;
- d) absence because the Division has granted more maternity and/or parental leave than required by the Employment Standards Code.

**23.07** Without limiting the generality of the foregoing, a teacher shall lose seniority and rights to further consideration for employment for any of the following reasons:

- a) the teacher resigns;
- b) the teacher is employed by another school division as a full-time teacher on a **teacher General** contract;
- c) the teacher fails to return after the termination of any leave granted by the Division;
- d) the teacher is not re-employed within one (1) calendar year after the September 30<sup>th</sup> following the date of lay off;
- e) the teacher's contract is terminated for cause;
- f) any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, experience and ability to perform the work in the position offered shall forfeit all right to seniority and re-employment;

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

- 23.08 In the event of a lay-off, the Division shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off.
- 23.09 Notice of lay-off shall be given to the teacher by registered letter no later than the fifteenth (15<sup>th</sup>) day of May of any school year. The teacher, within twenty (20) teaching days of receiving notice of lay-off, shall indicate in writing, by registered mail, his/her wish to be placed on the re-employment list. Notwithstanding anything else in this article, failure to respond within the time limit specified shall relieve the onus on the Division for that teacher's placement on the re-employment list and the teacher shall lose seniority.
- 23.10 If, after lay-offs have occurred and for a period of one (1) calendar year after the 30<sup>th</sup> day of September following the date of lay-off, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled shall be offered positions, providing such teachers have the necessary training, qualifications, ability and experience for the position(s) available. Seniority with the Division will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, qualifications and experience.
- 23.11 If a teacher is recalled as provided above, the following will not be affected.
- a) accumulated sick leave;
  - b) seniority gained prior to being laid off but seniority shall not be accrued for the period of time of the lay-off;
- 23.12 If the Division terminates the contract of a teacher because that teacher is surplus, the Division shall, at the request of the teacher, provide him/her with a letter to this effect.
- 23.13 Notwithstanding any other provision in this article, the foregoing lay-off procedure shall not apply to teachers who have not completed more than one (1) full school year of employment under contract with the Division or to teachers employed on fixed term contract (**Limited Teacher Contract**) where during that term the teacher is employed on the understanding that such teacher will not, after the completion of such term, be employed by the Division;
- Teachers under **Teacher General** contracts with less than one school year of employment shall have their contracts terminated by the Division if the Division finds itself in a lay-off situation.
- 23.14 The Division may, at its discretion, exempt a principal or assistant principal from the provision of this article in the case where the principal or assistant principal would be subject to lay-off in accordance with the provisions of the article.

## **ARTICLE 24 – EXTRA-CURRICULAR ACTIVITIES**

- 24.01 "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.
- 24.02 The parties acknowledge the importance of **extra-curricular** activities as an integral part of each student's educational experience.
- 24.03 An eligible **extra-curricular** activity is an activity which has received prior approval from the school principal.
- 24.04 In any school year, as defined by the Minister, a teacher will be entitled to a paid leave of absence of one day provided that he/she:
- a) performs 50 hours of eligible **extra-curricular** duties during a school year;
- and
- b) 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, but may be carried over up to and including December 15 of the next school year.
- 24.05 Teachers authorized to engage in approved **extra-curricular** activities shall be reimbursed for **reasonable**, documented mileage and meal expenses related to such activities.

## **CL 25 - FREEDOM OF INFORMATION ACT**

The Parties recognize the principle that all teachers and students should have a school environment free from physical violence, verbal abuse or the threat of physical assault and both Parties shall make a reasonable effort to maintain this goal.

## **ARTICLE 26 - HARASSMENT**

All teachers in the Sunrise School Division are entitled to a working environment free from harassment as defined in the Manitoba Human Rights Code.

## **ARTICLE 27 - WORKING CONDITIONS COMMITTEE**

At the beginning of each school year the staffs of each school in the Division shall have the option of **establishing** a working conditions committee.

Where such a committee is established it shall comprise between three and five teachers duly elected by the school staff.

**ARTICLE 27 - WORKING CONDITIONS COMMITTEE (continued)**

The committee shall meet whenever it is requested by a teacher or teachers to consider a problem arising out of working conditions.

Prior to referring a working condition problem to the committee, the teacher or teachers concerned should normally raise it with the school principal and attempt to resolve it at that level.

The principal shall respond to the teacher or teachers within ten (10) teaching days. If the problem is not resolved, the teacher or teachers may refer it to the committee.

The committee shall attempt to resolve the problem at the school level. If action by the Superintendent is required, or if the problem cannot be resolved at the school level within ten (10) teaching days, or such other period mutually agreeable to the committee and the teacher or teachers who have raised the problem, the committee shall make recommendations to, or refer the matter to the Superintendent by means of a report filed with the Superintendent and copied to the Association President. The Superintendent shall respond within ten (10) teaching days.

If the matter is not resolved to the satisfaction of any of the Parties involved an appeal in the form of a written report may be made to the School Board by the Superintendent or any of the Parties involved within fourteen (14) teaching days.

The School Board may rule on the matter and may request an in-camera session with the Parties involved.

Nothing in this article reduces any rights a teacher may have under the Public Schools Act or the Labour Relations Act.

**R 28 - PROFESSIONAL DEVELOPMENT FUND**

The Division shall provide \$70,000 to be paid into a Divisional Professional Development Fund for the purpose of professional development for the teachers. This fund is to be administered by a Committee of three (3) representatives of the Association and three (3) representatives of the Division. The Association and the Division shall appoint their respective representatives by June 30th. The ultimate responsibility and decision-making authority for the administration of the fund rests with the committee and any decision as to financial expenditures from the fund shall be by a majority vote.

**ARTICLE 29 - POSITIONS TO BE BULLETINED**

For positions covered by the Collective Agreement the Division shall bulletin vacancies in all schools in the Division for five (5) teaching days, excepting those vacancies occurring during the December, Spring and Summer breaks; such vacancies shall be posted at those times in the Division Office for five (5) working days.



### **ARTICLE 30 - NEW POSITIONS**

Should the Division from time to time **establish** teaching positions which job titles are not included in this Agreement, the Division will notify the Association of its intention to advertise and enter into negotiations with the Association for the purpose of establishing the salaries and working conditions prior to these positions being advertised.

### **ARTICLE 31 - LIAISON COMMITTEE**

A joint **Division/Association** liaison committee shall be established, consisting of three (3) representatives of the Division and three (3) representatives of the Association, whose purpose shall be to discuss and recommend action on matters of joint concern and without limiting the generality thereof. The Committee shall meet at least four (4) times per year and either party may request a meeting at any time.

### **ARTICLE 32 - COMPLAINTS REGARDING TEACHERS**

It is agreed that prior to the Board or Superintendent considering a complaint against a teacher, every effort shall be made to resolve the matter at the school level.

It is further agreed that before the Board or Superintendent considers any complaint against a teacher, the complaint must be made in writing, signed by the complainant to the Board or Superintendent. Prior to any action being taken by the Board or Superintendent, the teacher must be given a copy of that complaint and the President of the Association be informed that a complaint has been lodged against a teacher. In any inquiry involving the teacher with regard to the said complaint, the teacher shall have the opportunity to address the complaint either personally or through agent or counsel.

### **ARTICLE 33 - SETTLEMENT OF DISPUTES**

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 a difference between the parties arises relating to the content, application or violation of this agreement, either party shall, within thirty (30) teaching days of the event giving rise to the alleged violation or difference, or within thirty (30) 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 solutions sought.

Any difference between the parties to, or persons bound by this agreement or on whose behalf it was entered into, concerning its content, meaning, application or violation which is not settled to the satisfaction of the parties within ten (10) teaching days from the date when the Association takes up the matter with the Division or the Division notifies the Association in writing of a desire to have the difference negotiated shall, upon request of either party, be submitted to an arbitration board, consisting of three members.

Each of the parties of the dispute shall, within seven (7) days of the date of the request for the arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators within a further period of seven (7) days after their appointment shall meet and select a chairman mutually satisfactory to

**ARTICLE 33 - SETTLEMENT OF DISPUTES (continued)**

both. Should the two arbitrators fail to agree upon a chairman within the required seven (7) days either party may request the Manitoba Labour Board to make the appointment.

PROVIDED THAT: if the Division and the Association, after delivery of the written request to settle the grievance by arbitration, and before the expiration of the ten (10) teaching days period prescribed for the selection of their respective nominees agree that the difference shall be settled by the 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 instead of the arbitration board.


**ARTICLE 34 - ACCESS AGREEMENT**

Staff officers of The Manitoba Teachers' Society or other Association representatives shall be permitted to transact official business of the association with teachers on Division property provided such business shall not interfere with or interrupt the duties of teachers. Reasonable notice of such business shall be provided *to* the Superintendent or Designate.

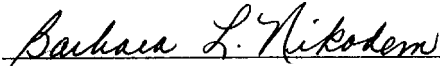
THIS AGREEMENT is by and between the Sunrise School Division and the Sunrise Teachers' Association of The Manitoba Teachers' Society.

DATED at Beausejour Manitoba this 6<sup>th</sup> day of April, **2006**.

Signed and agreed on behalf of the Sunrise School Division.

  
\_\_\_\_\_  
Chairperson of the Board

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

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

Signed and agreed on behalf of the Sunrise Teachers' Association of The Manitoba Teachers' Society.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_

Chairper      f Negotiations Committee

RK/Jan 20/06

**APPENDIX A**  
**BASIC SALARY SCHEDULES**

**Effective Fall Term 2004**

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	35,289	41,283	47,231	42,082	44,917	47,700	50,473
1	35,289	41,283	47,231	44,328	47,236	50,153	53,039
2	35,289	41,283	47,231	46,576	49,551	52,602	55,608
3	35,289	41,283	47,231	48,822	51,869	55,051	58,173
4	35,289	41,283	47,231	51,068	54,187	57,502	60,742
5	35,289	41,283	47,231	53,317	56,504	59,952	63,309
6	35,289	41,283	47,231	55,564	58,822	62,403	65,876
7	35,289	41,283	47,231	57,811	61,137	64,852	68,444
8	35,289	41,283	47,231	60,058	63,455	67,302	71,008
9	35,289	41,283	47,231	62,299	65,770	69,753	73,576

**Effective Fall Term 2005**

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	36,348	42,521	48,648	43,344	46,265	49,131	51,987
1	36,348	42,521	48,648	45,658	48,653	51,658	54,630
2	36,348	42,521	48,648	47,973	51,038	54,180	57,276
3	36,348	42,521	48,648	50,287	53,425	56,703	59,918
4	36,348	42,521	48,648	52,600	55,813	59,227	62,564
5	36,348	42,521	48,648	54,917	58,199	61,751	65,208
6	36,348	42,521	48,648	57,231	60,587	64,275	67,852
7	36,348	42,521	48,648	59,545	62,971	66,798	70,497
8	36,348	42,521	48,648	61,860	65,359	69,321	73,138
9	36,348	42,521	48,648	64,168	67,743	71,846	75,783

## APPENDIX B

### ADMINISTRATIVE ALLOWANCES

#### First day of Fall Term 2002 to June 30, 2003

For the Fall Term 2002 to June 30, 2003, the allowances for administrators shall be as follows:

#### **Springfield:**

Article 5 shall apply with the provision that, in Article 5.02, the section "Definition of Terms" be amended as follows:

#### **Definition of Terms**

##### **Base:**

is the base allowance for a school principal identified as being \$11,484 beginning of the Fall Term 2002 and \$11,598 beginning in January 2003 with Hazelridge, Reynolds, the Sunrise Support Centre, and Colony Schools being half of that amount.

##### **Number of Students:**

is the total student population in a school as of September 30<sup>th</sup> of the current year, where each Kindergarten student equals 1.

##### **Student Rate:**

\$7.13 per student as defined in "number of students" beginning of Fall Term of 2002 and \$7.20 beginning of January 2003

##### **Number of Staff:**

is the total staff population in a school as of September 30<sup>th</sup> of the current year, where each teacher, secretary, paraprofessional, library clerk, and custodian working 50% or more in a school equals 1, and those who are working less than 50% in a school equal 0.5.

##### **Staff Rate:**

\$77.20 per staff as defined above beginning Fall Term of 2002 and beginning of January 2003 - \$78.00.

**Appendix B (Continued)****Agassiz:**

- (a) Principals shall receive an allowance of **\$43.92** per full time equivalent student registered as of the preceding September 30<sup>th</sup> for the first **280** students. For each additional full time equivalent student beyond **280** the allowance will be **\$16.48** per full time equivalent student for the next **200** students and **\$10.98** per full time equivalent student beyond **480** students. The minimum allowance for a school having **3** or more teachers will be **\$2,747** per year.
- (b) Assistant Principals shall receive an allowance equal to one-half of the Principal's allowance.
- (c) In schools without assistant principals the Board will name one of the staff members as acting principal, to act in the absence of the principal for absences of one half-day or more. In schools with an enrollment of less than **300**, the teacher so appointed will receive **\$8.00** per half day while acting as principal in addition to his/her regular salary. In schools with an enrollment more than **300**, the teachers so appointed will receive **\$12.00** per half-day while acting as principal in addition to his/her regular salary.

## APPENDIX C

### LETTERS OF UNDERSTANDING

#### **1. Protection of Salary**

No teacher or administrator shall realize a loss of salary or allowance by the implementation of the 2002 -2004 collective agreement.

#### **2. Distribution of Agreement**

The Division undertakes to provide each teacher on staff with the Division, on the date of signing, a copy of the collective agreement. After that date, the Division will supply such copies only to new teachers.

#### **3. Retention of Previous Seniority**

For any teacher on staff on June 30, 2002 in the Agassiz School Division or the Transcona-Springfield School Division, the seniority as accredited by the respective Division effective that date shall be deemed to be teaching service within the Sunrise School Division on July 1, 2002.

#### **4. Transportation Allowance**

In administering the Transportation Allowance article of the collective agreement it is agreed and understood that, where travel is a significant component of assigned duties, kilometers driven shall be reimbursed at the Division rate.

Teachers who travel occasionally shall be reimbursed for kilometers driven **at one half (1/2)** of the Division rate

#### **5. Early Notification**

**If the board intends to offer an Early Notification gratuity, the Board shall first negotiate said gratuity with the Association and sign a Letter of Understanding**

## 6. Pine Falls Teachers

a) Teachers who were employed by the Pine Falls District on June **30, 2005** and are still employed by the Sunrise School Division, shall receive a one time payment of **\$2,500** per **FTE** teacher

b) where the current salary of a Pine Falls teacher is higher than the respective salary in this collective agreement, the Pine Falls teacher shall retain **his/her** current salary **until** such time that the salary in this collective agreement equals or exceeds the Pine Falls salary.

**c) For any teacher on staff on June 30, 2005 in the Pine Falls School District, the seniority, as accredited by the District effective that date shall be deemed to be teaching service within the Sunrise School Division on July 1, 2005.**

d) Effective July **1, 2005**, except as specifically noted otherwise, Pine Falls teachers shall be covered by the provisions of the Sunrise Collective Agreement.

e) Article **14** of the **2003-2005** Pine Falls Collective Agreement shall apply to Pine Falls teacher up to the date of ratification.

## 7 Referred to Liaison

- Class size
- Technology
- Early Retirement Incentive Plan
- Administrative assignments



**THIS SIDE AGREEMENT** made this 1<sup>st</sup> day of September, 2003

**BETWEEN:**

SUNRISE SCHOOL DIVISION  
(hereinafter referred to as the "*Division/District*")

**OF THE FIRST PART**

**AND**

THE SUNRISE TEACHERS' ASSOCIATION 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 of the eligible teachers as described by the Trustees for the MAST/MTS Dental Plan, in the employ of the Division/District (the "*Teachers*") was established in (the "*Dental Plan*"); and

**WHEREAS** in it was negotiated between the Division/District and the Association that the salary schedule for the Teachers would be reduced by \$85.05 monthly at each step on the said schedule; and

**WHEREAS** in the Division/District and the Association agreed that the Division/District's monthly contribution to the Dental Plan on behalf of each Teacher in would be \$58.65; and

**WHEREAS** the Division/District and the Association further agreed that in each year after the Division/District's monthly contribution to the Dental Plan on behalf of each Teacher would be an amount not to exceed the amount paid by the Division/District for each Teacher 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 acknowledge by the parties hereto:

1. **IT IS HEREBY ACKNOWLEDGED** by the Association that the Division's/District's contributions to the Dental Plan constitute good and valuable consideration to the Teachers; and
2. **IT IS HEREBY ACKNOWLEDGED** by the Association that such consideration shall be viewed as equivalent in value to salary; and
3. **IT IS HEREBY ACKNOWLEDGED** by the Association that therefore the salary paid to the Teachers by the Division/District and the contribution by the Division/District to the Dental Plan in each year must be viewed in the aggregate when the remuneration the Teachers receive is viewed relative to the remuneration received by the teacher of other school division in the Province of Manitoba.
4. **IT IS HEREBY ACKNOWLEDGED** by the Division/District 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 initial year's Division/District per Teacher contribution to the Dental Plan; that is, \$85.05; 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.

5. 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.

**IN WITNESS WHEREOF** the Division/District was caused its Corporate Seal to be hereunto affixed duly attested by the signatures

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of its proper officers in that behalf, the day and year first above written.

**THE SUNRISE SCHOOL DIVISION**

Barbara L. Nikodem  
Chairperson (NEGOTIATIONS)

R. Haidme  
Secretary-Treasurer

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

**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.

M. Pytkowsky  
President

[Signature]  
Secretary

**THIS COLLATERAL DENTAL PLAN AGREEMENT** made this 1st day of September, 2003.

**BETWEEN:**

THE SUNRISE SCHOOL DIVISION  
(hereinafter referred to as the "*Division/District*")

**OF THE FIRST PART**

**AND**

THE SUNRISE TEACHERS' ASSOCIATION OF  
THE MANITOBA TEACHERS' SOCIETY  
(hereinafter referred to as the "*Association*")

**OF THE SECOND PART**

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**WHEREAS** pursuant to a certain collective agreement dated September 1<sup>st</sup>, 2002, made between the Division/District and the Association, the Division/District has agreed to participate in the administration of the MAST/MTS Dental Plan (the "*Dental Plan*") for all of the eligible teachers as described by the Trust Committee for the MAST/MTS Dental Plan (the "*Committee*") in the employ of the Division/District (the "*Teachers*"); and

**WHEREAS** the Division/District and the Association desire to set forth the terms and conditions under which the Division/District 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/District 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/District shall pay the following amounts in respect of the Dental Plan to the Committee or to such party as the Trustees shall designate in writing:

- a) For the first year of the Dental Plan, the Division/District shall pay monthly \$85.05 for each Teacher.

Such payments shall be paid for each month commencing with the effective date of the Dental Plan.

- b) For each year thereafter, the Division/District shall pay monthly on behalf of each Teacher an amount not to exceed the amount payable by the Division/District for each Teacher in the preceding year increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Teachers in the current year.
5. It is understood and agreed by the Association that any Teachers employed on or after the effective date of the implementation of the Dental Plan shall be required to participate in the Dental Plan.
  6. This Agreement may be terminated by either of the parties hereto effective the first day of January 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.
  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/District:

Sunrise School Division  
Box 1206  
Beausejour, MB  
ROE 0C0

To the Association:

Sunrise Teachers' Association  
601 Ashton Ave. 607 Ashton Avenue Box 908  
Beausejour, MB  
ROE 0C0

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 WITNESS WHEREOF** the Division/District 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 SUNRISE SCHOOL DIVISION

Barbara L. Nikodem  
Chairman (NEGOTIATIONS)

[Signature]  
Secretary-Treasurer

THE SUNRISE TEACHERS' ASSOCIATION OF  
THE MANITOBA TEACHERS' SOCIETY

**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.

[Signature]  
President

[Signature]  
Secretary

**DENTAL PLAN DEFICIT FUNDING AGREEMENT** made the 1<sup>st</sup> day of September, 2003

**BETWEEN:**

**THE BOARD OF TRUSTEES OF THE MAST/MTS DENTAL PLAN**  
(hereinafter referred to as the "Board")

OF THE FIRST PART,

and

**THE SUNRISE SCHOOL DIVISION**  
(hereinafter referred to as the *Division/District*)

OF THE SECOND PART,

and

**THE SUNRISE TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY**  
(hereinafter referred to as the "Association")

OF THE THIRD PART,

**WHEREAS** the Division/District has hitherto been or has now agreed to become a participant in the MAST/MTS Dental plan (the "Dental Plan") in respect of its eligible employees, as the case may be;

**AND, WHEREAS** pursuant to a certain agreement made between the Manitoba Association of School Trustees and the Manitoba Teachers' Society date the 19<sup>th</sup> day of October 1984, the Board is responsible for the management and operation of the Dental Plan;

**AND WHEREAS** the parties desire to provide for certain matters in the event of the withdrawal of the Division/District from participation in the Dental Plan;



**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the right of the Division/District to continue to participate in the Dental Plan and in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration exchanged between the parties (the receipt and sufficiency whereof is acknowledged by each party), the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The Division/District may terminate its participation in the Dental Plan effective the first day of September of a particular calendar year (the "Termination Date") provided that not less than 12 months written notice of such termination is given by the Division/District to the Board.
3. If at the Termination Date there is a deficit in the Dental Plan attributable to the Division District as determined by the plan insurer based on the financial statements prepared by it for the Dental Plan, the
  - a) the Division/District agrees that it will fund such deficit together with interest on the outstanding balance of the deficit (such interest factor to be determined by the plan insurer) over the 12 month period following the Termination Date unless some other period of funding is agreed to by the parties, and provided that the said 12 month period shall be extended as necessary to ensure that in no event shall the Division/District be obligated to fund an amount in the said 12 month period greater than the amount of premiums paid by it into the Dental Plan in the 12 month period preceding the Termination Date; and
  - b) the funding by the Division/District will be made in approximately equal monthly installments with a final reconciliation to be made at the conclusion of the funding period.
4. The Association agrees that such arrangements as exist between the Division/District and the Association concerning participation in the Dental Plan prior to the Termination Date shall continue in effect until the Division/District has been able to satisfy the obligation to fund such deficit in accordance with paragraph 3 hereof.

5. The Board agrees that **it will** take all reasonable steps to have each **Division/District** and Association which participates in the Dental Plan enter into a similar agreement to this one.
6. This Agreement shall be governed by the laws of the Province of Manitoba.
7. This Agreement shall be binding upon and shall ensure to the benefit of the successors and assigns of the parties hereto.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed the day and year first above written.

**THE BOARD OF TRUSTEES  
OF THE MAST/MTS  
DENTAL PLAN by**

\_\_\_\_\_  
Chairperson

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

**THE SCHOOL DIVISION by**

*Barbara L. Nikodem*  
\_\_\_\_\_  
Chairperson (NEGOTIATIONS)

*R. Hardme*  
\_\_\_\_\_  
Secretary-Treasurer

**THE TEACHERS'  
ASSOCIATION by**

*M. J. Pytkowsky*  
\_\_\_\_\_  
President

*J. M.*  
\_\_\_\_\_  
Secretary

## Attachment

### Total Allocation for Principal Relief Teachers in Each School

<b>\$1,600</b>	<b>\$1,200</b>	<b>\$800</b>	<b>\$400</b>
Edward Schreyer School	Anola School	Gillis School	Adult Ed Centres (\$400.00 each)
Springfield Collegiate	Beausejour Early Years School	Lac du Bonnet Senior	Colony Schools (\$400 each)
	Centennial School	Pine Falls School	Hazelridge School
	Dugald School		Reynolds School
	Oakbank Elementary		
	Powerview School		
	Springfield Middle School		
	Whitemouth School		

44

In reference to the Collective Agreement Article 5.07, Designated Teacher, the following table shows the allocation for the Principal Relief Teachers in each school.