

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

This agreement is made and entered into
this 28th day of June, 2004

13364 (01)

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Except as otherwise stated any changes to be effective date of ratification by the Board.

DEFINITIONS:

“Department”, for the purposes of the collective agreement, means the Provincial Government’s Department of Education, Citizenship and Youth.

“Per Diem Rate” means the applicable teacher’s annual salary divided by the number of school days in a school year as defined by the Minister responsible for Education.

ARTICLE 1 - PURPOSE

It is the intent and purpose of the parties, the Western School Division (hereinafter referred to as the Division) and the Western Teachers’ Association of the Manitoba Teachers’ Society (hereinafter referred to as the Association) to:

- A. provide the educational services rendered to the students and the taxpayers of the Division;
- B. promote and improve the working relations between the Division and the Association;
- C. establish a salary schedule (as provided for in Section I and 2 of the individual Statutory Contract) and other conditions of employment resulting from the operation of said contract

ARTICLE 2 - EFFECTIVE PERIOD

~~This~~ collective agreement shall come into force and take effect as of the 1st day of July, 2003, and shall remain in force until the 30th day of June, 2005, and shall automatically ~~renew~~ itself unless either party gives the other written notice, by registered mail, of a desire to ~~terminate~~ or amend ~~the~~ Agreement, such notice to be given not more than ninety (90) days and not ~~less~~ than thirty (30) days next preceding the date of expiry of the term of the collective ~~agreement~~. It is agreed ~~that~~, in such an event, ~~the~~ parties shall meet to commence negotiations within fifteen (15) days of receipt of notice or ~~such~~ further ~~period~~ as the parties may mutually agree. The parties shall make every reasonable effort to conclude a new or amended Agreement.

ARTICLE 3 - SALARIES

3:01 - Classification

- A. For the purpose of the ~~salary~~ schedule, teachers shall be classified according to the salary classification issued by The Professional Certification Section of the Administration and Professional Certification Branch of the Department. Except as may be ~~otherwise~~ provided herein, for the purpose of this agreement the corresponding ~~classification~~ shall be as follows:

- Class 3
- Class 4
- Class 5
- Class 6

- B. Any teacher who would qualify for Class 7 classification will receive \$158.94 per month effective 1st day of the fall term of 2003, \$163.71 per month effective the 1st day of the fall term of 2004 on top of their step in Class 6.
- C. Classification of vocational industrial arts teachers shall be determined by the Department. Where the Department's classification is Class 3 or less, including a Limited Teaching Permit, the vocational industrial arts teacher shall be placed in **Class 3**.

3:02 - Change in Salary Classification

Any teacher who improves his or her academic or professional qualifications which will place him or her in a higher classification, during any part of the year, shall be paid according to those improved qualifications. Such increases in salary shall become effective at the beginning of the term following fulfillment of the requirements raising him or her to the next class. That is, a teacher completing a university year at summer school shall be paid for the newly completed year from the opening of school in September of that year provided that said teacher files, with the Secretary of the Division, satisfactory evidence of his or her improved qualifications before November 30th, or by February 28th if the change is to be effective January 01st. Satisfactory evidence is defined as a written statement from the teacher subject to a statement of confirmation from the Professional Certification Section of the Administration and Professional Certification Branch of the Department.

3:03 - Unspecified Qualification

- A. If the Division creates a new teacher position that **falls** within the bargaining unit but is not covered under the collective agreement, and if the requirements are different than the Department's classification system and the provisions in Art. 3.04 - Basic Salary Schedule and Article 3:07 - Annual Increments, the parties will negotiate the salary for the position.

If the Board determines that the position is to receive an allowance, the parties will negotiate an allowance for the position.

- B. The parties will make all reasonable efforts to negotiate the salary prior to offering the position to a prospective candidate.

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3:04 Basic Salary Schedule1st day of the fall term of 2003

	CLASS			
Years Exp.	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
0	31,728	37,618	40,136	42,034
1	33,610	39,948	42,577	44,591
2	35,500	42,288	45,026	47,159
3	37,394	44,627	47,479	49,730
4	39,295	46,974	49,941	52,309
5	41,203	49,335	52,407	54,896
6	43,111	51,694	54,886	57,490
7	45,031	54,068	57,367	60,093
8	45,031	56,445	59,858	62,701
9	45,031	58,826	62,353	65,320

1st day of the fall term of 2004

	CLASS			
Years Exp.	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
0	32,764	38,830	41,424	43,379
1	34,702	41,230	43,938	46,012
2	36,649	43,640	46,461	48,657
3	38,600	46,050	48,987	51,306
4	40,558	48,467	51,523	53,962
5	42,523	50,899	54,063	56,627
6	44,488	53,329	56,616	59,298
7	46,466	55,774	59,172	61,980
8	46,466	58,222	61,737	64,666
9	46,466	60,675	64,307	67,363

On or before November 1 of each year, each teacher shall be provided with a statement **outlining** the salary placement of the teacher 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.

3:05 - Part-Time Teachers

- A. A part time teacher is defined as a teacher **who** is employed on a regular part-time basis in one position.
- B. Whenever a part-time teacher's accumulated service equals the equivalent of one full year or more, that teacher shall move to the next higher step of the schedule on September 1 or January 1 next, whichever comes first.
- C. Payment shall be on a **pro-rata** basis.
- D. Part-time teachers shall participate in school activities during the regular school day when requested by the employer. Part-time teachers shall receive the per diem or portion thereof for time spent over and above their regularly scheduled teaching time during the school day.

3:06 - Substitute Teachers

Effective at date of signing, substitute teachers employed by the Division **shall be** paid at the following rates:

- A. teachers without 'a degree shall be paid at the rate of \$85.00 per day including vacation **pay**.
- B. teachers with a degree shall be paid at the rate of \$107.00 per day including vacation pay.
- C. any qualified teacher filling one position on staff for a continuous period of five (5) days or longer as a substitute teacher shall be paid according to his or her qualifications and experience according to the **salary** scale beginning with the sixth (6th) day **of** teaching in the same position. However, if the duration of the substitution is known to be beyond **twenty-five** (25) calendar days, because of the nature of the absence, the substitute teacher will be paid the per diem of his/her classification according to his/her qualifications and experience, beginning on the first day of teaching; except that no substitute teacher shall receive a salary rate higher than the maximum salary provided for a Class IV teacher. Substitution days cannot be accumulated from one assignment to another.

3:07 - Annual Increments

- A. Teachers shall proceed from their basic salary by increments as indicated in Article 3:04 for each year of service in the Division.
- B. Annual increments shall become effective on September 01st next following provided the anniversary date of employment falls between the commencement **of** the fall term and December 31st and on January 01st next following provided the anniversary date of employment falls between **January 01st** and June 30th.

3:08 - Allowance for Past Experience

- A. Teachers coming on staff shall receive credit for years of experience as recognized by The Professional Certification Section of the Administration and Professional Certification Branch of the Department.
- B. Vocational industrial arts teachers shall be credited one (1) increment per year for each of the first three (3) years, and one (1) increment per year each two (2) years thereafter, to a maximum of 6 increments, for practical experience verified by the Division in the particular field of expertise.

In subsequent years, the vocational industrial arts teacher shall receive increments in accordance with the provisions of Article 3.07 of the collective agreement.

3:09 - Special Duties

The Division, with the agreement of the Association, may pay a teacher for special duties a salary higher than that called for by the schedule.

3:10 - Payment of Salary

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

- i. Basic Entitlement
The amount of salary earned during the school year by a teacher shall be determined by taking, as a fraction, the total number of teaching days a teacher is employed in each of the fall and spring terms over the total number of teaching days in the fall and spring terms as prescribed by the Minister of Education, multiplied by the salary rates in effect during the fall and spring term and aggregated.
- ii. Method of Payment
 - A) Salary payments shall be made by direct deposit on or before the twenty-fifth day of each month.
 - B) Salaries of a teacher employed as of the first teaching day of the school year shall be paid in twelve (12) equal monthly instalments, with the July and August deposits made at the end of June. For calculation purposes, the school year salary shall be deemed to be defined as the fall term representing 40%, and the spring term as 60% of the salary rates in effect.
 - C) Salaries of a teacher commencing employment after the first teaching day of the school year shall be paid in instalments calculated as follows:
 - i) In the first month of employment, the salary shall be paid in the fraction of the salary rate in effect as the number of days employed in that month is of the total number of days prescribed by the Minister for the school year.
 - ii) Thereafter, the monthly instalments shall be determined by dividing the salary entitlement for the balance of the school year, by the number of months remaining to August 31st next.
 - D) A teacher employed for a specific term of less than a school year, shall be paid monthly in approximately equal instalments. Any and all adjustments will be made on the final payment.

- E)** When by reason of changes in the terms of this agreement the salary of a teacher is changed, the new salary shall be paid in the month following the date of signing of the agreement and any retroactive adjustments shall be included in the salary pay for that month.

III. Final Payments

Where a teacher leaves the employ of the Board during the course of the school year, the final payment shall be so adjusted that the teacher shall receive, for the part of the school year employed such fraction 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 school year.

3:11 - Multi-Grade Allowance

Effective the 1st day of the fall term of 2003 a multigrade allowance of \$690.17 above schedule salary shall be paid to teachers in a one-room rural school.

3:12 - Interest on Retroactive Pay

The Division shall pay, to members of the Association, interest on the net amount of any retroactive pay based on the average salary in the Division 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 the lesser of 7% or the rate paid in a regular savings account at the Division's financial institution on the date of signing.

ARTICLE 4 - LEAVE

4:01 - Leave of Absence for Executive Duties

- A.** A teacher, being a member of the Manitoba Teachers' Society Executive Committee, or being appointed an official representative or delegate of the Society to attend a meeting of the committee of which he or she is a member, or to act as a representative or delegate of the Society or of any branch thereof in a matter of Society business requiring absence from school, shall have the right to attend such meeting and shall be excused from school duties for either purpose or both purposes for not more than a total of six (6) teaching days in any school year, provided that a substitute satisfactory to the Division can be secured. The Division is to pay the substitute teacher and bill the Manitoba Teachers' Society for the cost of a substitute. No additional leave of absence beyond six (6) days for any individual in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Division. In all cases the teacher shall notify the Division thereof prior to taking such a leave.

4:02 - Compassionate Leave

Each teacher shall be allowed compassionate leave without loss of salary up to but not exceeding four (4) days in any one school year for each case of death or serious illness of any member of the family of the teacher - family to include father, mother, sister, brother, son, daughter, wife, husband, common law partner, same gender partner, father in-law, mother in-law, sister in-law, brother in-law, son in-law, and daughter in-law, grandparents, and grandchildren. Regarding in-laws not covered above, each teacher shall be allowed up to one (1) day of leave at substitute rate. In all cases the teacher concerned shall notify the Division prior to taking such a leave.

4:03 - Deduction For Leave Of Absence

In all cases of absence other than those covered by this Agreement, the Board, upon the request of the teacher, will consider the request and at its discretion identify the terms under which such leave may be taken.

At the discretion of the Board the teacher shall:

(a) receive full pay, or (b) be deducted the per diem rate of his/her regular salary, or (c) be deducted 1/240th of his/her regular salary, or (d) pay cost of the substitute.

4:04 - Sick Leave

- A. It is agreed by the parties that sick leave entitlement shall only be granted by the Division where an employee 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 for any injury received while gainfully employed by another employer. Another employer is one who issues T-4 slips and is covered by Workers Compensation.
- C. Effective January 1, 1996 each teacher who is employed under contract by the School Board shall accumulate entitlement for sick leave at the rate of one (1) day of sick leave for every nine(9) days of actual teaching service, to a maximum of 20 days per year but the total sick leave which shall be allowed to accumulate shall not exceed 105 days.
- D. A teacher does not accumulate sick leave days while on sick leave.
- E. Teachers employed on a part-time basis who have a contract with the Division, shall be granted sick leave with pay pro-rated based on full-time equivalents.
- F. Sick leave shall not continue to accrue while on any leave of absence without pay.
- G. A teacher shall be required to furnish a medical certificate when requested by the Division.
- H. It is agreed that the 5/12 share of the Employment Insurance premium rebate shall be returned to the Association on or before February 28.
- I. The Western Teachers Association and teachers shall be notified by the end of September of each year the total accumulated sick leave entitlement of each teacher.

4:05 - Sick Leave for Family

Each teacher is permitted to use up to 3 days sick leave per year to attend to family related medical issues.

- A. This leave is for serious medical issues for members of the teacher's immediate family. Immediate Family is defined as spouse, common law partner, child, parents, and any other relative permanently residing with the teacher. In extraordinary circumstances, the Board may consider requests for Family Sick Leave for other relatives on a case by case basis. Teachers should use local services where possible and arrange appointment times that would minimize their absence.

- B. This leave is non cumulative from one school year to the next school year.
- C. This leave is pro-rated for part-time teachers.
- D. A doctor's certificate may be requested.

4:06 - Maternity/Parental Leave

- A. Every teacher shall be entitled to maternity/parental leave after seven (7) months of service.
- B. The conditions of maternity/parental leave shall be determined by the teacher and the Division to their mutual satisfaction.
- C. Following satisfactory agreement, the Division shall provide the teacher with a written memo of agreement.
- D. Maternity/parental leave shall not constitute a break in employment.
- E. At the termination of the maternity/parental leave the teacher shall be reinstated in the position occupied by her/him at the time such leave commenced or in a comparable position without less than the same salary and benefits.
- F. Except as otherwise provided herein, the provisions of the Manitoba Employment Standards Code will apply.
- G. 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.
- H. In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
 1. For the first two 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.

- I. 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 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.
- J. In respect of the period of adoptive leave, payments made according to the SUB Plan will consist of the following:
 - 1. For the first two weeks, payment equivalent to 90% of gross salary, and
 - 2. Up to eight (8) additional weeks payment equivalent to the difference between the Unemployment Insurance benefit the employee is eligible to receive and 90% of gross salary.
- K. Where any portion of the 17 weeks referenced in (G) above, or where any portion of the 10 weeks referenced in (I) above, falls during the summer, Christmas break, Spring break, or any other period for when the teacher would not be earning his or her salary, that portion of the leave period does not qualify the teacher to receive a top-up benefit pursuant to this article.
- L. Where a teacher had commenced her maternity leave prior to June 30 of a given year, and a portion of the first 17 weeks falls after the start of the next immediate fall term, the teacher shall be entitled to receive the top-up payments for the portion, if any, of the first 17 weeks of maternity leave which falls after the start of the next immediate fall term.
- M. Where a teacher had commenced his or her adoptive leave prior to June 30 of a given year, and a portion of the first 10 weeks falls after the start of the next immediate fall term, the teacher shall be entitled to receive the top-up payments for the portion, if any, of the first 10 weeks of adoptive leave which falls after the start of the next immediate fall term.

4:07 - Leave for Jury and Witness Duty

All employees covered by the collective agreement will be granted leave without deduction of salary for court appearances if the employee is subpoenaed to be a witness or summoned for jury duty in a court of law; provided, (a) the employee shall remit to the Division all monies received (less monies received for meals, transportation and lodging) because of an appearance in a court of law; and, (b) that the court action is not against Western School Division. Any time during normal school hours that the employee is not required to be in a court of law he shall make himself available for school duty.

4:08 - Leave for Graduation/Convocation

A teacher may be absent from school without loss of salary for one day in any school year to attend his/her own graduation/ convocation. A teacher may be absent from school without loss of salary for one half day to attend the graduation of his/her child from Senior IV.

4:09 - Personal Leave

With reasonable notice to the Superintendent and subject to the availability of a suitable substitute teacher, teachers will be granted one day of personal leave per school year without loss of pay. Teachers may not take this leave on any teacher in-service, parent-teacher day, administrative day(s) or pupil evaluation days as designated by the School Division or School. Personal leave shall not be used to extend summer break, Christmas break and/or spring break. Unused personal leave may be accumulated to a maximum of two days.

The number of teachers taking Personal Leave in any one school on the same day may be limited to ten percent (10%) of the total teaching staff in the school.

ARTICLE 5 - ADMINISTRATIVE ALLOWANCES5:01 - Principals

All principals shall receive an allowance for supervisory and administrative duties over and above the basic salary schedule according to the following formula based on student enrolment as of September 30 of the previous year:

Kindergarten - Grade 4 @ 1.0, Grades 5-8 @ 1.25, Grades S1 - S4 @ 1.5, Special Needs @ 2.0. A Special Needs Student is one who has at least a 1/2 time (50%) Learning Assistant assigned (not including Language or Resource Assistants). Administrative Allowance paid to any one principal shall not exceed \$18,000.

5:02 - Vice-Principals

All Vice-Principals shall receive an allowance for supervisory and administrative duties over and above the salary schedule.

This allowance shall be dependent on the time spent on administrative duties throughout the school day according to the following schedule:

To receive 50% of the Principal's Allowance

The Vice-Principal must perform administrative duties for 60 - 100% of the school day.

To receive 45% of the Principal's Allowance

The Vice-Principal must perform administrative duties for 40 - 59% of the school day.

To receive 35% of the Principal's Allowance

The Vice-principal must perform administrative duties for 10 - 39% of the school day.

5:00 Annual Administrative Allowance

Weighted Enrolment	1 st Day of Fall 2003 term	1 st day of Fall 2004 term
1-200	5,967	6,146
201-225	6,695	6,896
226-250	7,428	7,651
251-275	8,158	8,403
276-300	8,886	9,153
301-325	9,619	9,908
326-350	10,300	10,609
351-375	10,714	11,035
376-400	11,126	11,460
401-425	11,531	11,877
426-450	11,928	12,286
451-475	12,325	12,695
476-500	12,716	13,097
501-525	13,101	13,494
526-550	13,486	13,891
551-575	13,862	14,278
576-600	14,232	14,659
601-625	14,600	15,038
626-650	14,964	15,413
651-675	15,319	15,779
676-700	15,524	16,057
701-725	15,524	16,335
726-750	15,524	16,613
751-775	15,524	16,891
776-800	15,524	17,169
801-825	15,524	17,447
826-850	15,524	17,725
851-875	15,524	18,000

5:03 – Student Services Administrator

The Student Services Administrator shall receive an allowance paid over twelve (12) months for the school year as follows:

For 2003/2004: **\$6,695**

For 2004/2005: **\$6,896**

5:04 – Acting Principal

Where a teacher is appointed by the superintendent to act as acting principal in the absence of the principal or where the principal and vice-principal are both absent at the same time, an allowance shall be paid to ~~that~~ teacher at a rate of \$11.00 for each half day.

ARTICLE 6 - INSURANCE**6:01 - Long Term Disability Insurance**

The Division shall administer the Manitoba Teachers' Society Long Term Disability Plan for participating employees.

The premium for the plan shall be paid by each employee participating in the plan and shall be deducted monthly from salary and timely remitted to the plan.

6:02 - Group Life Insurance Plan

- A. The Division shall 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 employee's share of annual premiums shall be deducted in equal amounts from each salary cheque for all participants in the plan.
- C. All employees coming on staff after the effective date of the implementation of the plan in the Division shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.

6:03 - Optional Group Health Insurance

The Board will administer a Group Health Insurance Plan by making the required deduction from participating teachers and remitting same to the carrier.

6.04 - Group Dental Plan

- A. Commencing October 1, 2000, the Division shall administer the Dental Plan underwritten by Blue Cross in accordance with the provisions of the Collateral Dental Plan Agreement, attached hereto as Appendix A, entered into between the Division and the Association.
- B. All teachers covered by this Collective Agreement that are eligible under the terms of the Dental Plan shall be required to participate in the Dental Plan except for those covered by Article 6.04 c) of this Agreement.
- C. Any teacher covered by this Collective Agreement **who** provides evidence of coverage for dental insurance plan benefits through a spousal plan shall be eligible to opt out of this Plan and be remunerated in accordance with the salary schedule in Article 3 of this Collective Agreement. Such option shall be exercised within sixty (60) days of receiving coverage through a spousal plan by providing written proof of such coverage to the Division in the form of a letter from the non-member spouse's employer. Any teacher who exercises this option shall only be able to re-enrol in the Plan by providing evidence that spousal plan coverage has lapsed. The decision to re-enrol in the Plan shall be made within sixty (60) days of the loss of spousal plan coverage.
- D. Commencing October 1, 2000, the salary of each employee shall be reduced by an amount equivalent to the cost of annual premiums for the Dental Plan.
- E. Dental Plan costs shall be paid by the Division in accordance with the Collateral Dental Plan Agreement.

ARTICLE 7 - SABBATICAL LEAVE

The Division recognizes the principle of sabbatical leave and will consider each application.

ARTICLE 8 - CONTACT TIME

The student contact time assigned in any school year to any full time teacher, whether such time is in a teaching, consultative, or supervisory role, shall not, without the consent of the Association, be greater than 5% above the average student contact time assigned to full-time teachers at the K-8 level during the school year August 1994 to June 1995.

ARTICLE 9 - DEDUCTION OF FEES**9:01 - M.T.S. Fees**

The Manitoba Teachers' Society membership fees shall be deducted from every teacher who has not given written notice to the Division prior to September 15th that he or she is not a member of the Manitoba Teachers' Society. The fees shall be deducted in ten (10) instalments per annum from the teacher's salary and forwarded to the Manitoba Teachers' Society by the Secretary-Treasurer each month.

9:02 - Western Teachers' Association Fees

Unless the Division Office is notified by an employee before September 15, all employees shall have WTA fees deducted from their October and February cheques and remitted to the Association's treasurer. The Association will notify the Division of the amount of fees to be deducted in September of each year.

ARTICLE 10 - DISPUTE RESOLUTION PROCESSES

Where there is a dispute between the parties to or persons bound by the Agreement or on whose behalf it was entered into, concerning its content, meaning, application or alleged violation, the aggrieved party shall, within ninety (90) teaching days of the event giving rise to the dispute or alleged violation, or within ninety (90) teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, notify the other party in writing stating the nature and particulars of the dispute and the solution sought.

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

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

Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply with the necessary changes in points of detail, to the single arbitrator. Except as herein provided the Labour Relations Act shall apply.

ARTICLE 11 – LAY OFF CLAUSE

Where it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not effect the necessary reduction in staff, the Board shall identify those teachers to be laid off after taking into account the special subject, programs and administrative needs of the Board, according to the procedures set out below.

- A. For the purpose of identifying the teachers to be laid off the Board shall give first consideration to seniority provided that the teacher has the qualifications, training or experience for a specific teaching assignment.
- B. Notwithstanding the foregoing, the Board 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 or ability for a specific teaching assignment.
- C. Notwithstanding Article 12, seniority for the purposes of this agreement is defined to mean the length of continuous teaching experience beginning with the first teaching day within the Division on a current Form 2 contract.
- D. Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of employment with the Division.
- E. Where teachers have the same seniority as defined in (C) and (D), the order of seniority shall be determined on the basis of total verified teaching experience in Manitoba
- F. Where teachers have the same length of continuous teaching experience as defined in (D), and (E), and (F) the order of seniority shall be determined on the basis of total teaching experience verified by The Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training.
- G. If the length of continuous teaching experience as defined in (D), and (E), and (F), and (G) is equal, the teacher to be declared surplus shall be determined by the Board.
- H. A teacher will retain and accrue seniority if absent from work because of:
 - a) illness or accident up to the maximum sick leave days accumulated under the provisions of the Collective Agreement;
 - b) sabbatical leave
 - c) maternity leave under the provisions of an agreement between the teacher and Board
- I. A teacher shall retain but not accrue seniority if the teacher is:
 - a) laid off for a period of time less than that set out in clause J (d) thereof;
 - b) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the Collective Agreement;
 - c) absent from work because of an approved leave of absence. In the event of leave of absence, which the Board determines to be beneficial to the Division, a teacher shall accrue seniority.

- J. A teacher shall lose seniority for any of the following reasons:
- a) the teacher resigns.
 - b) the teacher is employed by another school board as a full time teacher on a Form 2 or equivalent full time contract, approved by the Minister; except a teacher who is employed full time on such a contract for a limited term not to exceed one full year;
 - c) the teacher fails to return to work after the termination of any leave granted by the Board;
 - d) the teacher is not recalled within one (1) calendar year after September 30" following the date of lay off
 - e) the teacher's contract is terminated for cause;
 - f) the teacher is on the recall list and refuses to accept a position which becomes available pursuant to Clause N for which the teacher has the necessary training, academic qualifications, or ability to perform the work in the position offered.
- K. Definitions
- a) Training - Instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
 - b) Academic Qualifications - Refers to the classification in which the teacher is placed by The Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training.
 - c) Experience - The practical application of the training over a period of time with respect to the particular subject or subjects.
- L. In the event of an impending lay ~~off~~, the Board shall meet with the Executive of the Association to discuss the implications of the lay of and shall provide the Association with a list of teachers to be laid off and with a copy of the seniority list. Teachers shall have ten (10) teaching days to protest in writing to the board any alleged omission or incorrect listings on the seniority list.
- M. Notice of lay off shall be given to the teacher no later than the first day of May for the period ending June 30th, and no later than the first day of December for the period ending January 31st. The teacher, within ten (10) calendar days of receiving notice of layoff, shall indicate in writing his/her wish to be placed on the recall list.
- N. If after layoffs have occurred, and for a period of one calendar year after the 30th day of September following the date of lay ~~off~~, positions become available; teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the positions first, provided such teachers have the necessary training, academic qualifications or experience for the positions available. Seniority with the Board will be used to determine the order in which laid ~~off~~ teachers are offered the available positions provided that said teachers have the necessary training, academic qualifications or experience.
- O. It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered ~~mail~~ to the last reported address given by the teacher. A teacher who is recalled from lay off shall be required to indicate within six (6) working days of registration of his/her intent to return to work, and shall be required to return to work on the date set out in the notice, which date shall not be less than fourteen (14) calendar days following such notification, unless by mutual agreement.

- P. A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in Clause O hereof.
- Q. If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide the teacher with a letter to this effect.
- R. Notwithstanding any other provision of this Agreement, the foregone lay off provisions shall not apply to the teachers continuously employed under contract for an aggregate of less than ten (10) teaching months of paid service; provided however that no teacher who has been employed by the Board for more than an aggregate of ten (10) teaching months of paid service under contract shall be laid off, where teachers with less than an aggregate of ten (10) teaching months of paid service under contract have not been laid off, having regard to the necessary training, academic qualifications or experience required for the specific teaching assignment of such teacher continuously employed by the Division for less than an aggregate of ten (10) teaching months of paid service.

ARTICLE 12 – TERM CONTRACTS

A teacher who has been employed full or part time with the Division under a continuous Form 2A contract and who subsequently is employed under a Form 2 contract shall be entitled to seniority retroactively to the beginning of their first continuous Form 2A.

For the purpose of this clause, a continuous Form 2A contract will be employment with the division under the Form 2A contract where there has been no break in service between one form 2A contract and another Form 2A contract or Form 2 contract. For further clarity, the summer, winter and spring breaks do not constitute a break in service provided that the teacher has a summer, winter or spring break and a Form 2A or Form 2 contract is in force and effect the first teaching day following that summer, winter or spring break.

ARTICLE 13 – WORK ENVIRONMENT

The Division and the Association recognize the rights of all **employees** as governed by Province of Manitoba Human Rights legislation and agree to live up to standards as set forth in the Human Rights Code.

ARTICLE 14 – MEAL PERIOD SUPERVISION

Except in cases of emergencies, or in unforeseen similar circumstances, every teacher shall be entitled to an uninterrupted meal period each school day. This meal period shall be the lesser of 55 minutes or 5 minutes less than the mid-day intermission given to students at their school.

Designated teaching staff will be on call on the premises during this meal period to deal with emergencies or unforeseen similar circumstances.

ARTICLE 15 - EXTRA-CURRICULAR

“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 of the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.



Effective the 1st day of the Fall Term, 1999, a teacher who participates in extra-curricular activities shall be entitled to a paid leave of absence of two (2) days per school year, non-cumulative provided that at least 100 hours of extra-curricular duties are performed in that school year. Any teacher who has accumulated sufficient hours to qualify for two (2) days leave shall take these leave days before the end of that school year or by the last teaching day of December in the following school year. A part time teacher shall be entitled to the equivalent time off as that of a full time teacher, This leave may not be taken in conjunction with any other leave or break unless authorized by the superintendent.

An extra-curricular activity is an activity that has received prior approval from the school principal.

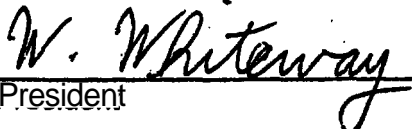
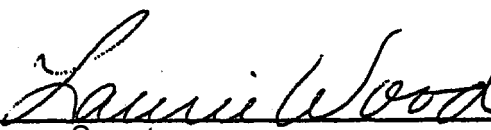
In areas where a question arises regarding whether an activity would qualify under this clause; the school principal will consult with the Superintendent.

Dated at Morden, Manitoba, this 28th day of June, 2004.

Signed and agreed to on behalf of the Western School Division

	
_____ Chairperson	_____ Secretary-Treasurer

Signed and Agreed to on behalf of the Western Teachers' Association of the Manitoba Teachers' Society.

	
_____ President	_____ Secretary

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LETTER OF UNDERSTANDING

In regards to: CONTACT TIME

A. That the distinct nature of the arrangement at the MCI where preparation time was increased in return for teaching eight out of ten courses on a five period semester is recognized, and it is understood that the return to a four-period semester would result in a return to the average preparation time that the K – 8 teachers in the School Division have.

Dated at Morden, Manitoba this 28th day of June, 2004.

Signed and agreed to on behalf of Western School Division

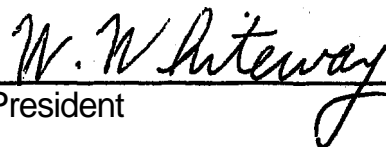


Chairperson




~~Secretary-Treasurer~~

Signed and agreed to on behalf of the Western Teachers' Association of the
Manitoba Teachers' Society



President



Secretary

LETTER OF UNDERSTANDING

Between

The Western School Division
&
The Western Teachers' Association

(To Be Outside of the Collective Agreement)

Re: Article 3:09 Special Duties & Adult Education Students

For the purposes of Article 3:09-Special Duties, the Western School Division Board agrees to **apply** the following formula to Article 5:01-Principals as **part** of the administrative allowance calculation to the Principal who is responsible for the **Morden** Adult Education Centre:

Adult education students shall *be included* in the student count at the rate of *0.5* students for *each six* credits for the school year as at June *30 of* the previous year.


Dated at Morden, Manitoba, this 28th day of June, 2004

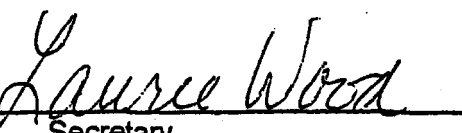
Signed and agreed to on behalf of Western School Division


Chairperson


Secretary-Treasurer

Signed and **Agreed** to on **behalf** of **the** Western **Teachers'** Association of the Manitoba **Teachers'** Society.


President


Secretary

THIS COLLATERAL DENTAL PLAN AGREEMENT made this 5th day of JUNE, 2003

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated February 14, 2000 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 employees (the "*Employees*") as described by the Trust Committee for the MAST/MTS Dental Plan (the "*Committee*") in the employ of the Division/District; 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 make the following payments:
- a) Subject to paragraph (b) which follows, for 2000 the Division/District **shall** pay monthly \$57.25 on behalf of each Employee in respect of the Dental Plan, said \$57.25 being the monthly rate for family coverage. Such payments **shall** be made to the Committee or to such **party as** the Trustees shall designate in writing.
 - b) Where **an** Employee is entitled to and **has** so elected for reduced coverage, **as** permitted under the terms of the Dental Plan, that **is**, coverage for Employee and spouse **only** (or one dependent **only**), or for Employee **only**, or for **no** coverage in the event of the Employee's spouse having a dental plan, **as** the case may be, the Division/District **shall** pay to the employee the difference in the monthly rate between family coverage and the coverage elected by the Employee.
 - c) **For each** year thereafter, **the** Division/District shall pay **monthly on** behalf of **each** Employee **an** amount not to exceed the amount payable by the Division/District for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) **and** (b) of this paragraph **4**) increased or decreased by a percentage equivalent to the percentage negotiated or awarded **on** average for the salary schedule of the Employees in the current year.
5. It is understood and agreed by **the** Association that any Employees employed on or after the effective date **of** the **implementation** of the Dental Plan shall be **required** to participate in the Dental Plan unless entitled to elect out of the **Dental** Plan **as** may be permitted under the **terms** thereof
6. This Agreement **may** be **terminated** by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 monthly 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:

**Western School Division
215 - 12th Street
Morden, Manitoba
R6M 1X4**

To the Association:

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.

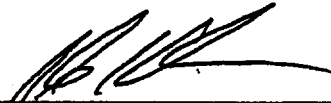
8. Time shall be of the essence of the Agreement ~~which~~ Agreement shall be governed by the laws of the Province of Manitoba.
9. ~~This~~ Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

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 WESTERN SCHOOL DIVISION

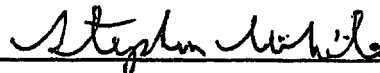


Chairperson

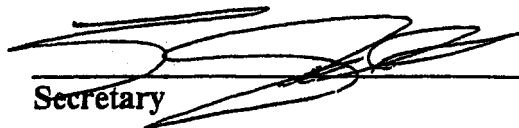


Secretary - Treasurer

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



President



Secretary

THIS SIDE AGREEMENT made this 5th day of June, 2003.

BETWEEN:

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

OF THE FIRST PART,

- and -

**THE WESTERN 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 employees as described by the Trustees for the MAST/MTS Dental Plan, in the employ of the Division/District (the "Employees") **was** established in **2000** (the "**Dental Plan**"); and

WHEREAS in it **was** negotiated between the Division/District and the Association that the salary schedule for the Employees would be reduced by \$57.25 at each **step** on the said schedule, being the monthly rate for **family** coverage **under** the **Dental Plan**, and

WHEREAS in 2000 the Division/District and the Association agreed that the Division/District's monthly contribution to the **Dental Plan** on behalf of each Employee for family coverage would be \$57.25, provided that where **an** Employee is entitled and **has so** elected for reduced coverage as permitted under the **terms** of the **Dental Plan**, the Division/District is **to** pay the difference in **monthly rate** between **family** coverage and the coverage **elected** to the Employee; and

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

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

1. **IT IS HEREBY ACKNOWLEDGED** by the Association that providing the right to **an** Employee to elect for reduced coverage under the **Dental Plan** as permitted thereunder **and** to receive a compensation adjustment in lieu of part or all of the **premium** for family coverage adds some complexity to the administration of the **Dental Plan**.
2. **IT IS HEREBY FURTHER ACKNOWLEDGED** by the Association that the Division/District's payments in respect of the **Dental Plan** (again including, for purposes of greater certainty, any compensation adjustment paid to Employees **in** lieu of part or all of the **premium** for family coverage) constitute good and valuable consideration to **the** Employees.


3. **IT IS HEREBY FURTHER ACKNOWLEDGED** by the Association that such consideration shall be viewed as equivalent in value to salary.
4. **IT IS HEREBY FURTHER ACKNOWLEDGED** by the Association **that** therefore the salary paid to the Employees by the Division/District and the payments by the Division/District in respect of the Dental Plan in each year must be viewed in the aggregate when the remuneration the Employees receive is viewed relative to the remuneration received by the Employees of other school divisions in the Province of Manitoba.
5. **IT IS HEREBY FURTHER ACKNOWLEDGED** by the Division/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 2000 Division/District payments in respect of the Dental **Plan** per Employee, that is, **\$57.25**; compounded by the equivalent percentage increase **or** decrease negotiated or awarded on average for the salary schedule in each subsequent year up to **and** including the year **of** actual termination of the Dental **Plan**, plus any **interim** increases or decreases **to** the salary scale for claims experience.

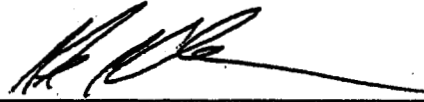
6. **Any surplus funds** that may be available **as** determined by the **insurer** as at the termination date of the Collateral Dental **Plan** Agreement will be paid **to** the Association by the **insurer**.

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 WESTERN SCHOOL DIVISION

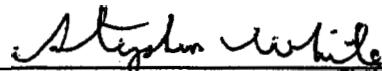


Chairperson

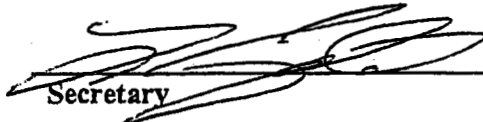


Secretary-Treasurer

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



President



Secretary

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