

**COLLECTIVE AGREEMENT**

**FOR**

**BORDER LAND SCHOOL DIVISION  
-and-  
BORDER LAND TEACHERS' ASSOCIATION**

**July 1<sup>st</sup>, 2002 to June 30<sup>th</sup>, 2005**

\*\*\*\*\*

FEBRUARY 9<sup>TH</sup>, 2005

13410 (01)

**BORDER LAND SCHOOL DIVISION  
AND BORDER LAND TEACHERS' ASSOCIATION**

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## **ARTICLE 1: GENERAL GOVERNANCE ITEMS**

### **ARTICLE 1.01: PURPOSE**

The intent and purpose of the parties to this agreement is to promote and improve the working relations between the Border Land School Division and the Border Land Teachers' Association, to establish a salary schedule and to determine other conditions of employment resulting from the operation of the said agreement, and to improve the academic services rendered to the taxpayers and the school children of Border Land School Division.

### **ARTICLE 1.02: DEFINITIONS**

#### **Per Diem**

Whenever used in this collective agreement "per diem" shall mean the fraction that one school day bears to the total number of school days as prescribed by the Minister in any given school year.

#### **Manitoba Education**

Whenever used in this collective agreement "Manitoba Education" shall mean the appropriate department within Manitoba Education Citizenship and Youth.

### **ARTICLE 1.03: EFFECTIVE PERIOD**

This agreement shall come into force and take effect as of and from the first day of July 2002, and shall remain in force until the thirtieth (30<sup>th</sup>) day of June 2005. Thereafter, it shall automatically renew itself from year to year, unless either party gives the other party a written notice by registered mail of a desire to terminate or amend the schedule and terms of the agreement, between April 1<sup>st</sup> and May 31<sup>st</sup> of the calendar year in which such termination or amendment is desired. It is agreed that in such case, the parties will meet within 14 days of receipt of notice, or within such further time as the parties hereto may mutually agree.

### **ARTICLE 1.04: DUES DEDUCTION**

- a) The Division agrees to the compulsory check-off of Manitoba Teachers' Society (MTS) dues for all teachers covered by this agreement, and:
- b) The deduction of MTS dues will be made in twenty (20) equal semi-monthly installments starting in September according to the scale of fees established by The Manitoba Teachers' Society. Each installment will be forwarded to The Manitoba Teachers' Society normally not later than the fifteenth day of the following calendar month.

**ARTICLE 1.04: DUES DEDUCTION (continued)**

- c) The Division shall deduct the Border Land Teachers' Association fees in twenty (20) equal semi-monthly installments from the September to June salary payments. The Division shall remit the fees deducted to the Border Land Teachers' Association Treasurer within fifteen calendar days after each deduction.
- d) The Association shall notify the Division in writing, of any change in the amount of dues deduction at least thirty (30) days prior to the expected change.
- e) In consideration of the Division making the compulsory check-off of dues as herein provided, the Association agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceeding of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of the Association or Manitoba Teachers' Society dues provided for in this article.

**ARTICLE 2: PROVISIONS FOR PLACEMENT AND ADVANCEMENT ON THE SALARY SCHEDULE**

**ARTICLE 2.01: CLASSIFICATION**

Effective September 2004, the following shall apply:

For the purpose of this agreement, teachers shall be classified according to the salary classification issued by Manitoba Education, except as otherwise provided for in this agreement.

**ARTICLE 2.02: CREDIT FOR TEACHING EXPERIENCE**

Effective September 2004, the following shall apply:

Teachers on staff and teachers coming on staff shall receive full credit for teaching experience obtained after certification as recognized by Manitoba Education up to the maximum of their class.

**ARTICLE 2.03: ADVANCEMENT ON THE SALARY SCHEDULE**

Effective September 2004, the following shall apply:

- (i) Teachers shall advance one step on the salary schedule on September 1, January 1, or May 1, whichever comes first following the anniversary date of employment.
- (ii) The service of a part time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year. Whenever a part time teacher's accumulated service equals the equivalent of one full time year or more, that teacher shall, at the beginning of the month following, be reclassified to the next higher step of the schedule, in accordance with Article 3.01 (Salary Schedule) of the agreement.

**ARTICLE 2.04: Change in Classification**

Effective September 2004, the following shall apply:

Any teacher who improved his or her academic or professional qualifications and thereby reaches a higher salary classification shall be paid according to such improved qualifications as provided for in this agreement. The onus is on the teacher to give notice to the Division as soon as possible after such credit has been obtained. In giving notice, the teacher must offer documentary evidence that his or her increased qualifications have been registered with, and accepted by, Manitoba Education. When such evidence has been submitted the salary change shall become effective the month following.

**ARTICLE 2.05: LETTER OF AUTHORITY**

Effective September 2004, the following shall apply:

Teachers hired on Letter of Authority or Permit shall be placed on the salary schedule one class below the class where such teachers would be placed if they had completed their professional training.

**ARTICLE 2.06 Vocational Industrial Teachers and Industrial Arts Teachers Recognition For Work Experience**

Effective September 2004, the following shall apply:

- i) Industrial Arts Teachers, for salary purposes shall be placed on the salary schedule as per classification by the Manitoba Education.
- ii) Vocational Industrial Teachers shall be classified in the Salary Schedule according to the following educational qualifications:

Class 3

- (a) Teachers coming on staff with less than a Provisional Certificate shall be placed in Class III if Vocation or Industrial; or
- (b) Any other method authorized by Manitoba Education.

Class 4

- (a) Provisional or Permanent Special Certificate in Vocational or Industrial; or
- (b) Post Secondary Courses; 30 semester hours (18 Technical and Professional); or
- (c) Five University Courses of 30 semester hours which can be applied to a Degree program; or
- (d) Any method authorized by the Manitoba Education for obtaining a Class III salary placement.

**ARTICLE 2.06** Vocational Industrial Teachers and Industrial Arts  
Teachers Recognition For Work Experience (continued)

Class 5

- (a) An appropriate Degree (B.Sc.) or other satisfactory training and experience at the post high school level as approved by the Board;  
or
  - (b) Completion of Third Year University standing as recognized by Manitoba Education, plus interim standing;  
or
  - (c) Completion of three courses, directly related to the permanent vocational certificate held, and previously approved by the Board, beyond those required for Permanent Certification, plus complete Grade XII University Entrance standing;  
or
  - (d) Any other method authorized by Manitoba Education.
- iii) Recognition for work related experience and advancement on the salary schedule:
- (a) Related work experience shall be calculated from the time the teacher receives his or her journeyman's license. Advancement on the salary schedule shall be determined in accordance with the following:  
  
 One increment shall be granted for each year of related work experience for the first three years. Thereafter, one increment shall be granted for each two years or related work experience to an overall maximum of six (6) increments for nine (9) years of related work experience. Total number of increments shall not be greater than the required amount of increments needed to get a maximum salary,
  - (b) In areas of employment in which a journeyman certificate is not issued, related work experience shall be calculated from the time the person became qualified in the area of employment by virtue of the fact that the person held a position in the area of employment. However, only those years of employment in the particular area shall be counted as related work experience.

**ARTICLE 2.07:** PART TIME TEACHERS

- (a) Shall be paid according to their qualifications as established in Article 2.01.
- (b) Shall be paid at a rate based on the fraction of the time employed.
- (c) Part time teachers shall participate in school activities during the regular school day when requested by the employer or the employer's designate. Part time teachers shall receive per diem or portion thereof for time spent over and above their regularly scheduled teaching time during the regular school day.

**ARTICLE 3: SALARY SCHEDULE, ADMINISTRATIVE AND OTHER ALLOWANCES AND METHOD OF PAYMENT**

**ARTICLE 3.01: SALARY SCHEDULE**

The following salary schedules are representative of salary adjustments as follows:

Fall Term 2002: 3% on existing salary schedules

Fall Term 2003: harmonized scale based on the highest salary provided at each step in the adjusted 2002 scales then adjusted by a further 3%

Fall Term 2004: 3%

Effective Fall Term 2002

**BOUNDARY**

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	26948	29632	32862	38543	40938	42924	45129
1	28013	30879	34374	40481	42976	45032	47290
2	29078	32125	35883	42419	45014	47142	49452
3	30143	33371	37395	44356	47054	49251	51613
4	31208	34616	38904	46294	49092	51359	53774
5	32273	35861	40416	48232	51131	53469	55934
6	33338	37108	41925	50170	53169	55579	58096
7	34409	38353	43437	52107	55207	57687	60257
8		39602	44950	54045	57246	59796	62418
9				55983	59285	61906	64580
10				57930	61323	64025	66749

**RHINELAND**

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	25796	28430	31812	37728	40192	42294	44520
1	26904	29739	33404	39978	42552	44735	46771
2	28012	31048	34998	42232	44916	47181	49024
3	29123	32360	36595	44489	47282	49628	51280
4	30236	33673	38193	46747	49649	52080	53537
5	31348	34987	39794	49007	52020	54532	55797
6	32464	36303	41396	51271	54394	56988	58059
7	33585	37622	42999	53537	56771	59446	60324
8		38937	44609	55804	59149	61907	62591
9				58079	61545	64386	64859
10							67135

**RED RIVER**

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	25402	28040	31624	37733	40306	42474	44790
1	26525	29372	33058	39803	42489	44713	47101
2	27649	30707	34491	41875	44669	46949	49415
3	28773	32039	35922	43944	46849	49185	51725
4	29899	33373	37352	46016	49030	51422	54165
5	31024	34709	38787	48084	51211	53659	56351
6	32148	36040	40220	50152	53486	55895	58665
7	33274	37377	41649	52223	55576	58130	60978
8		38708	43080	54295	57755	60366	63289
9			44513	56367	59937	62605	65601
10				58436	62117	64841	67914



**ARTICLE 3.01: SALARY SCHEDULE (continued)**

Effective Fall Term 2002

**SPRAGUE**

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0			32047	37725	40104	42134	45154
1			33602	39789	42129	44331	47226
2			35162	41852	44231	46526	49306
3			36724	43916	46291	48719	51386
4			38281	45973	48352	50920	53455
5			39838	48037	50414	53114	55535
6			41399	50099	52475	55307	57609
7	33553	38626	42958	52160	54536	57506	59689
8			44774	54222	56595	59704	61762
9				56280	58662	61896	63845
10				58044	61762	64163	65922
							68010

Effective Fall Term 2003

**HARMONIZED SCALE**

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	26948	29632	32862	38543	40938	42924	45154
1	28013	30879	34374	40481	42976	45032	47290
2	29078	32125	35883	42419	45014	47181	49452
3	30143	33371	37395	44489	47282	49628	51725
4	31208	34616	38904	46747	49649	52080	54165
5	32273	35861	40416	49007	52020	54532	56351
6	33338	37108	41925	51271	54394	56988	58665
7	34409	38626	43437	53537	56771	59446	60978
8		39602	44950	55804	59149	61907	63289
9				58436	62117	64841	65601
10							68010

PLUS 3.0%

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	27756	30521	33848	39699	42166	44212	46509
1	28853	31805	35405	41695	44265	46383	48709
2	29950	33089	36959	43692	46364	48596	50936
3	31047	34372	38517	45824	48700	51117	53277
4	32144	35654	40071	48149	51138	53642	55790
5	33241	36937	41628	50477	53581	56168	58042
6	34338	38221	43183	52809	56026	58698	60425
7	35441	39785	44740	55143	58474	61229	62807
8		40790	46299	57478	60923	63764	65188
9				60189	63981	66786	67569
10							70050

**ARTICLE 3.01: SALARY SCHEDULE (continued)**

Effective Fall Term 2004

PLUS 3%

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	28589	31437	34863	40890	43431	45538	47904
1	29719	32759	36467	42946	45593	47774	50170
2	30849	34082	38068	45003	47755	50054	52464
3	31978	35403	39673	47199	50161	52651	54875
4	33108	36724	41273	49593	52672	55251	57464
5	34238	38045	42877	51991	55188	57853	59783
6	35368	39368	44478	54393	57707	60459	62238
7	36504	40979	46082	56797	60228	63066	64691
8		42014	47688	59202	62751	65677	67144
9				61995	65900	68790	69596
10							72152

**ARTICLE 3.02: ADMINISTRATIVE ALLOWANCES**

The administrative allowances currently being administered by the Division be adjusted in each of the collective agreements as follows:

Fall Term 2002: 3.0% and,  
the minimum to become \$2,000 and the maximum to become \$16,000.

Effective the Fall Term of 2003 the following shall apply:

Administrative staff shall be paid allowances over and above their regular salary, calculated September 30<sup>th</sup> and January 31<sup>st</sup>, retroactive to September 1 and January 1, according to the basic schedule as follows:

**Principal's Allowance**

The Principal shall be paid, as part of his salary, for administrative and supervisory duties, his salary according to Articles 3.01 and 3.02, and per teacher under his jurisdiction as follows:

September 2003:

\$390 per teacher for the first year as principal  
 \$470 per teacher for the second year as principal  
 \$550 per teacher for the third year as principal  
 \$630 per teacher for the fourth year as principal and each year thereafter as principal.

The minimum principal's allowance for September 2003 is \$2,060.

The maximum principal's allowance for September 2003 is \$16,480.

**ARTICLE 3.02: ADMINISTRATIVE ALLOWANCES (continued)**

- Note 1: Principals hired in the Division with previous administrative experience shall be recognized with a minimum credit of one year for all past experience.
- Note 2: Administrative experience shall only be recognized for experience in schools with two or more classrooms).
- Note 3: A principal shall receive an allowance for that portion of time he/she spends in a classroom [ie., teaching %time shall equal ½ of one teacher administrative allowance as per placement]. Such allowance shall be based on the principal's teaching time as of the beginning of each school year. Such allowance shall be paid in equal installments as per Article 3.06 of this agreement.

**Vice Principal's and Adult Education Vice-Principal's Allowance**

Each vice-principal shall be paid an allowance based on one-half (1/2) the rate set out in this article for principals.

Vice-principal at the RAEC shall be paid a basic allowance of \$3,965 per annum plus \$33.00 per FTE regular student registered at the center as of September 30<sup>th</sup> of the previous year.

All rates and minimum and maximum to be adjusted by 3% for the Fall Term 2004.

**ARTICLE 3.03 CO-ORDINATORS' ALLOWANCE**

Allowance to be \$3,518 and adjusted by 3% at each of the Fall Terms 2002, 2003, and 2004.

Any teacher appointed by the Board to co-ordinate educational programs and to work with staff and others associated with those programs on a full time basis shall be designated as a co-ordinator. Teachers appointed on less than a full time basis shall be paid an allowance pro-rata based on the full time allowance.

Full time coordinators shall be paid an annual allowance of:

Fall Term 2002:	\$3,624
Fall Term 2003:	\$3,733
Fall Term 2004:	\$3,845

**ARTICLE 3.04: DESIGNATED TEACHERS**

The current agreements shall remain in force with 3% adjustments at each of the Fall Term 2002 and the Fall Term 2003.

The following rates and wording shall apply at the Fall Term 2004:

The designated teacher shall be paid one-half per diem for each half day and per diem for each full day of the administrative allowance for the first year principal, only in the absence of the Principal/Administrator and the vice-principal.

**ARTICLE 3.05: SUBSTITUTE TEACHERS**

- i) Substitute teacher means a teacher employed on a day-to-day basis.
- ii) Substitution days cannot be accumulated from one assignment to another.
- iii) Substitute teachers will be paid by the Board according to the following rates effective the date of signing this agreement:
  - (a) Teachers with Class 1-3 qualifications: \$90.00 per day
  - (b) Teachers with Class 4 and better qualifications: \$120.00 per day
  - (c) The above rates are inclusive of vacation pay.
- (iv) Any substitute teaching for a period of five (5) or more consecutive days for the same teacher shall be paid according to the basic salary schedule, Article 3.01, based on their qualifications and experience, retroactively to the first day of filling such a position.

**ARTICLE 3.06: METHOD OF PAYMENT**

Effective September 2005 the following shall apply:

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 as in the Fall and Spring terms as prescribed by the Minister of Education multiplied by the annual salary. The total salary paid for July and August shall be equal to the difference between the annual salary earned during the school year and all amounts paid during the school year.

**ARTICLE 3.06: METHOD OF PAYMENT (continued)**

**Method of Payment**

- i) All salaries shall be paid in twenty-four (24) equal semi-monthly payments on the 15<sup>th</sup> of the month and on or before the last day of the month with the exception of the July and August salary, which shall be paid on the last teaching day of June.
- ii) Direct Deposit – the Division shall deposit the entire net pay of each teacher directly into one designated account of the financial institution of the teacher's choice. It shall be the responsibility of the teacher to notify the Division in writing of any changes in their chosen financial institution.
- 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 days prescribed by the Minister for that school year.

(Note: The change in method of pay will necessitate a reconciliation for the Rhineland teachers).

**ARTICLE 3.07: INTEREST ON RETROACTIVE PAY**

The Division and the Association have agreed to the following:

- .01 The Division shall pay the members of the Association interest on the gross amount of any retroactive pay that may be paid to such members less the amount of any statutory deduction for C.P.P., U.I.C., and income tax due with respect to that pay.
- .02 The interest shall be calculated from the date that the monies would have been due. The interest paid shall be calculated and paid at the average regular savings account rate at the Division's financial institution.

**ARTICLE 3.08: ALLOWANCES FOR COURSES**

For teachers on staff and for teachers coming on staff, tuition fees shall be paid for professional and university courses taken upon request of the Superintendent and successfully completed provided the teachers remain on staff for the full subsequent period of one school year.

Said fee shall be reimbursed upon submission of official receipt. The onus is on the teacher to file proof in this matter within one month of receipt of marks or credit.

## **ARTICLE 4: EMPLOYEE BENEFIT PLANS**

### **ARTICLE 4.01: EXTENDED HEALTH BENEFITS**

#### **Manitoba Teachers' Society Extended Health Benefit Plan**

- (a) Effective the date of signing, the Board shall administer the Manitoba Teachers' Society Extended Health Benefit Plan,

For purposes of this agreement, the word "administer" shall mean and be limited to:

- i) enrolling all newly hired eligible members;
  - ii) deducting required monthly premiums from all enrolled employees;
  - iii) remitting premiums to the carrier on a monthly basis on the required form;
  - iv) reporting all changes in family status to the carrier as reported by individual members of the Division;
  - v) maintaining a supply of pamphlets, brochures and claim forms for distribution to members upon enrollment and/or upon request as is appropriate. All such materials are to be provided by the carrier;
  - vi) any other matters agreed to in writing between the parties from time to time.
- (b) Except as noted below in (c) and (d), all employees who are eligible under the terms of the plan shall be required to participate in the Plan.
- (c) Where an employee provides evidence of coverage for Extended Health benefits through a spousal plan, such member shall be eligible to opt out of this plan subject to the terms of this Plan.
- (d) An employee who works less than .3 time shall not be required to join the Plan.
- (e) The obligation of the Division to administer the Plan on behalf of any employee shall cease upon termination of employment with the Division.
- (f) Save and except for the express responsibilities set out in this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with response to any aspect of the Manitoba Teachers' Society Employees Extended Health Benefit Plan.
- (g) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Extended Health Benefit Plan.

**ARTICLE 4.02: DISABILITY BENEFITS PLAN**

- a) The Division shall deduct from employees' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) Any employee shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any employee entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Division's responsibility with respect to the administration of this Plan shall be limited to the following:
  - (i) deducting premiums from the employees;
  - (ii) enrolling newly hired employees in the Plan;
  - (iii) maintaining records of the employees who are and are not insured, including maintaining files of application cards, late applicants, employees whose coverage was rejected on late application, beneficiary designations, and employees whose coverage has terminated on leaving the Division;
  - (iv) completing a premium statement to accompany premium remittances;
  - (v) distributing plan information to employees from time to time;
  - (vi) completing the Disability Notification Form and submitting it to the Plan after an employee has been absent ten (10) consecutive teaching days and where the sickness or disability may result in the filing of a claims for benefits;
  - (vii) reporting to the Plan salary changes for teachers in receipt of benefits.
- e) Save and except for the deduction and remittance of premiums, and the express responsibilities set out in d) in this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of this Disability Benefits Plan administered by the Manitoba Teachers' Society.
- f) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

**ARTICLE 4.03: GROUP LIFE BENEFITS**

- (a) The Division shall administer the Manitoba Public Schools Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said Plan and subject to the limitations set out in Article d).
- (b) All employees shall be provided with the basic insurance of 200% of salary with premiums to be shared equally between the employee and the Division. Where employees opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne exclusively by the employee.
- (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.
- (d) The Division's responsibility with respect to the administration of this Plan shall be limited to the following:
  - (i) deducting premiums from the employees;
  - (ii) enrolling newly hired employees in the Plan;
  - (iii) maintaining records of the employees who are and are not insured, including maintaining files of application cards, late applicants, employees whose coverage was rejected on late application, beneficiary designations, and employees whose coverage has terminated on leaving the Division;
  - (iv) completing a premium statement to accompany premium remittances;
  - (v) providing claim forms to employees or beneficiaries on request;
  - (vi) completing and submitting the Employer Claim Submission for claimants;
  - (vii) distributing Plan information to employees from time to time;
  - (viii) conducting periodic re-openings from Accidental Death and Dismemberment applications.
- (e) Save and except for the responsibilities set out in d) in this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the Manitoba Public School Employees Group Life Insurance Plan.
- (f) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Group Life Insurance Plan.



**ARTICLE 4.04: GROUP RRSP**

- (a) The Division shall facilitate the deductions for a Group Retirement Saving Plan according to the requirements of the Plan as set out by the plan providers. An open enrollment period shall occur each school year during the month of November. The Border Land Teachers' Association will notify the Border Land School Division as to a change in the plan providers prior to November 1 of each school year.
- (b) Save and except for the express responsibilities of facilitating deductions for the Group Retirement Savings Plan, the Association and employees participating in such plan acknowledge and agree that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the plan or the performance of said plan.
- (c) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expense suffered or sustained by the Division as a result of any claim or legal action arising from the deduction and remittance of monies or exercise of other responsibilities with respect to the Group Registered Retirement Savings Plan.

**ARTICLE 4.05: DEFERRED SALARY ,LEAVE**

The Border Land School Division shall continue to administer the DSLP previously in effect in the former Rhineland, Boundary, Sprague and Red River School Divisions.

Teachers returning from Deferred Salary Leaves shall be reinstated in the same position or in a comparable position to the one held at the commencement of the leave without less than the same wages and benefits.

**ARTICLE 5: LEAVE PROVISIONS****ARTICLE 5.01: SICK LEAVE**

- A. Where a teacher is sick, he/she shall, be entitled to sick leave during his/her sickness and be paid his/her salary during his/her sick leave; but subject to sub-section (B), the leave shall not exceed twenty (20) teaching days in any school year.
- B. 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 days in the second year
  - 60 days in the third year
  - 80 days in the fourth year
  - 100 days in the fifth year
  - 110 days in the sixth year
  - effective June 30<sup>th</sup>, 2005, 120 days in the sixth year

**ARTICLE 5.01: SICK LEAVE (continued)**

- C. Should the Division become eligible for a reduction in premiums under the Unemployment Insurance Act, the teacher's 5/12 share of the premium reduction will be remitted twice yearly (at the conclusion of the Spring and Fall terms) to the Secretary Treasurer of the Local Association.
- D. Teachers employed on a part time or temporary basis and who have a contract (Form 2 or 2A) with the Division, shall be granted sick leave with pay pro-rated based on a full time equivalent.
- E. Industrial Arts Instructors and Vocational Industrial Instructors (Power Mechanics) will be covered by Workers' Compensation.
- F. **Family Medical Leave**  
Up to five (5) days of accumulated sick leave may be used for family leave, however no more than four (4) consecutive days may be used for this purpose.

**ARTICLE 5.02: COMPASSIONATE LEAVE**

Upon request each teacher shall be allowed compassionate leave without loss of salary in the case of death or serious illness of:

- i) Father, mother, son, daughter, spouse or common-law spouse up to five days;
- ii) Sister, brother up to four days;
- iii) Mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or grandparent-in-law, up to three days;
- iv) Upon request, each teacher shall be allowed compassionate leave without loss of salary up to one day to attend a funeral of a brother-in-law, sister-in-law or an aunt or uncle; or to attend a funeral as a pallbearer.
- v) Leave beyond this amount on compassionate grounds may be granted at the discretion of the Board;
- vi) For the purpose of this article, common-law spouse shall be defined as follows: where an employee establishes that he or she has been residing with a person and has been publicly representing that person as his or her spouse for a period of not less than one (1) year, that person shall be deemed to be the common-law spouse of the employee.

**ARTICLE 5.03: MATERNITY/ADOPTIVE/PARENTAL LEAVES AND SEB PLAN**

- i. Every teacher shall be entitled to maternity or adoptive leave and any teacher who has satisfied a seven (7) consecutive months of employment as a teacher with Border Land School Division qualifying requirement, shall be entitled to the Supplementary Employment Benefits as described in items (iv), (v) and (vi) of this clause.
- ii. Except as may otherwise be provided herein, the provisions of the Manitoba Employment Standards Act will apply.
- iii. 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.
- iv. SEB Plan - a teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (**17**) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits (SEB) Plan with Human Resources Development Canada.
- v. In respect to the period of maternity leave, payments made according to the SEB Plan will consist of the following:
  - (1) for the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and
  - (2) up to fifteen (**15**) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of her gross salary.
- vi. A teacher taking adoptive leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits (SEB) Plan with Human Resources Development Canada.
- vii. In respect to the period of adoptive leave, payments made according to the SEB Plan will consist of the following:
  - (1) for the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and
  - (2) up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of her gross salary.

**ARTICLE 5.04: PATERNITY LEAVE**

- (i) Upon the occasion of the birth of a teacher's child, a father shall be granted one day's absence with pay for the actual occasion of birth and one further day's leave of absence with pay. It shall be understood that the leave with pay for the day of birth is when such birth occurs on a regular school day.
- (ii) Requests for paternal leave shall be submitted prior to such leave and on such forms as may be prescribed.

**ARTICLE 5.05: PERSONAL LEAVE**

Personal leave of up to two days per school year may be granted upon application to the Superintendent in conjunction with the principal. The first day of such leave shall be at no loss of salary and the second day of such leave shall be at substitute deduction.

**ARTICLE 5.06: SABBATICAL LEAVE**

- i) "Sabbatical Leave" for the purpose of these regulations shall mean leave of absence granted to a teacher for travel or study at a recognized university, with part salary which shall be known as the Sabbatical Leave Allowance, paid by the school division to the teacher. The Board will receive applications from teachers with five or more complete years of service with the Division for one year of Sabbatical Leave.
- ii) The Sabbatical Leave allowance for the year shall be a minimum of, \$10,609 for 2002; \$10,927 for 2003; \$11,256 for 2004 per teacher and that in the event of a granted leave the Board agrees to use the above figure as a basis for further negotiations with the applicant.
- iii) This salary shall be paid, on a monthly basis, upon presentation of proof of travel or proof of enrollment in a recognized university or college taking courses approved by the Superintendent.
- iv) The teacher shall sign an agreement to return to their duties for the opening of the new school year following expiration of the leave and shall further undertake not to resign or to retire from the services of the Board for a period of at least two years *after* the teachers return. If this agreement is broken, the teacher will reimburse the Division on a proportionate basis.
- v) Upon the teacher's return, the teacher shall have the option of returning to the position held prior to their leave.
- vi) Sabbatical Leave shall not constitute a break in tenure but will not count as a year of experience for the purpose of increments.

**ARTICLE 5.06: SABBATICAL LEAVE (continued)**

- vii) All applications, including plans for the year of the Sabbatical Leave, shall be submitted in writing to the Superintendent before April 21<sup>st</sup> of each year in which leave is requested. All applications shall then be reviewed by an Evaluation Committee consisting of one representative of the Board, one representative of the Association, and the Superintendent. The Evaluation Committee shall submit a report in these matters to the Board on or before May 15<sup>th</sup> of each year.
- viii) The number of teachers granted Sabbatical Leave in any one year shall be at the discretion of the Board,
- ix) Approval or denial of such leave shall be given by the Board to the applicant(s) by May 15<sup>th</sup>.

**ARTICLE 5.07: LEAVE OF ABSENCE WITHOUT PAY**

Any teacher may be granted, upon request and approval of the Board, a leave of absence without pay for the purpose of:

- (a) Improvement of qualifications,
- (b) travel,
- (c) Other purposes acceptable to the Board.

Such leave shall entitle any teacher to a one year leave of absence and shall not constitute a break in tenure. All applications for such leave shall be submitted to the Superintendent prior to April 21<sup>st</sup>.

**ARTICLE 5.08: LEAVE FOR WRITING UNIVERSITY EXAMINATIONS**

A teacher wishing time *off* to write university examinations shall do so without being liable to supplying a substitute teacher or payment of such substitute teacher, provided that the teacher shall not be absent for more than one day for each examination and that such examinations be for a course that leads to a higher classification on schedule or directly related to the teacher's workload as determined by the Principal or Superintendent. A maximum of two (2) days per year will be allowed for this purpose without loss of salary. This clause does not apply for evening examinations unless authorized by the Principal and the Superintendent.

**ARTICLE 5.09: JURY DUTY**

Any employee required to be absent from duties due to attendance at a court of law for purposes of acting as either a juror, or a subpoenaed witness other than a court proceeding occasioned by the employee's private or personal affairs, shall do so without loss of pay. Any monies received by the employee from the court (less transportation, meal or lodging allowance) shall be remitted to the Division upon request. Where practical, the employee shall be available for duty at school during regular hours when not required at court. Any employee required to be absent for these purposes shall submit details to the Division at the earliest possible date.

**ARTICLE 5.10: MTS LEAVE**

- (a) Members of the teaching staff who are members of The Manitoba Teachers' Society shall be allowed a maximum absence of six (6) days per school year per teacher for executive or official duties pertaining to The Manitoba Teachers' Society and/or its affiliates. However, the combined total of teacher absences for such purposes shall not exceed forty (40) days per school year. The cost of the substitute will be the responsibility of the Association or Society and such costs will be collected from the Society by the Board.
- (b) Any person covered by this agreement, who, being elected to The Manitoba Teachers' Society as President, President Designate, 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 a position no less favorable than the one held by the teacher prior to the leave. Such leave shall be at no cost to the Division.
- (c) For the purpose of this article "no less favorable" shall be deemed to be a position as may be determined by the Division. The Division shall exercise its judgment in placing that teacher in a reasonable fashion having regard to all relevant factors including the educational needs of the Division and the interests of the teacher.
- (d) Any teacher who is elected President of the Border Land Teachers' Association shall be provided release time, subject to a replacement suitable to the Division being available, for a mutually agreeable percentage of time to be confirmed, no later than June 1<sup>st</sup> for the next school year.

The Association shall reimburse the Division for the full cost of the President's salary and fringe benefits while on release time.

**ARTICLE 6: RIGHTS AND WORKING CONDITIONS**

**ARTICLE 6.01: 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 difference between the parties arises relating to the content, meaning, application or violation of this agreement, either party shall, within fifty (50) teaching days of the event giving rise to the violation or difference, or within fifty (50) teaching days of the date of which the grievor became aware of the event giving rise to the violation or difference, notify the other party in writing, stating the alleged violation or difference and the solution sought. If a party to the collective agreement claims that the time limit imposed under the collective agreement has not been complied with, the parties shall proceed to appoint the Arbitration Board, it may, on application of any party to the arbitration, declare that the irregularity does not affect validity of the decision of the Arbitration Board; and the declaration is binding on the parties to the arbitration and on any person affected by the decision of the Arbitration Board.

**ARTICLE 6.01: SETTLEMENT OF DISPUTES (continued)**

Any difference between the parties to, or persons bound by this agreement 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 thirty (30) teaching days from the date when the Association takes the matter up with the Board or the Board notifies the Division Association in writing of the desire to have the difference arbitrated shall, upon request of either party, have the matter be forwarded to an Arbitration Board, consisting of three members.

Each of the parties of the dispute shall, within ten (10) teaching days of the date of the request for arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators shall within a further period of ten (10) teaching days after their appointment, meet and select a chairperson mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairperson within this required ten (10) teaching days, either party may request the Manitoba Labour Board to make the appointment.

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 mutatis mutandis, to the single arbitrator. Except as herein provided, the Labour Relations act shall apply.

**ARTICLE 6.02: PERSONNEL FILE**

An employee may at a mutually agreed time review his/her personnel file upon request for such review to the Secretary Treasurer. The Division will have its representative present when the employee is examining his/her personnel file.

An employee shall have the right to respond in writing to any document contained in the personnel file.

The Division shall not introduce as evidence at any arbitration hearing and an arbitration board shall not accept as evidence any document which is disciplinary in nature, unless the employee has been previously advised of the nature of the discipline and had been provided with a copy of such document on request, with an opportunity to respond in writing.

**ARTICLE 6.03: FREEDOM FROM VIOLENCE**

- (1) All teachers are entitled to a working environment free from physical violence, verbal abuse, or the threat of physical assault. An abusive, violent, and/or threatening student shall be immediately removed from the work environment. The student shall be returned to the working environment only after corrective measures have been taken.

**ARTICLE 6.03: FREEDOM FROM VIOLENCE (continued)**

- (2) This article is subject to The Public Schools Act and regulations thereto and is not intended to abrogate any management right with respect to the student disciplinary process.
- (3) A teacher shall not have the right to grieve individual student disciplinary decisions made by school administration.

**ARTICLE 6.04: WORKPLACE HARASSMENT**

- A. The Division and the Association recognize the right of all employees to work in an environment free from sexual or other type of harassment and to be treated fairly in the workplace. The Division, therefore, shall endeavour at all times to provide a work environment which is supportive of both productivity and the personal/professional goals, dignity, and self-esteem of every employee.
- B. For the purpose of this collective agreement, "sexual harassment" means any repeated and/or unwelcome sexual comment, look, suggestion, or physical contact that creates an uncomfortable working environment for the recipient, (recipient being defined as any teacher and/or principal covered under this agreement) but may include a single sexual advance that includes or implies a threat; and may include a reprisal made after a sexual advance is rejected.
- C. For the purposes of this collective agreement, "other types of harassment" means behaviour which intimidates, threatens, or harries a member of the bargaining unit in such a way as to deny the member his/her dignity and respect, and cause offense, embarrassment or humiliation.
- D. It is both the right and the responsibility of any member who believes that he/she has been subjected to harassment as defined above to immediately report such concerns to the Principal/Administrator of the Division and/or the Association. Upon receipt of the complaint, the Principal/Administrator will immediately investigate. The complainant will be advised of the results of the investigation and the action, if any, to be taken.
- E. Pending investigational findings such reports are basis for disciplinary action as defined in Article 6.07 of this agreement.
- F. Any instances of actual harassments defined in this article shall be considered just cause for termination of employment.



### **ARTICLE 6.05: TRANSFER**

The Association recognizes the right of the Division to assign teachers employed by the Division to schools under its jurisdiction. The Division shall provide to any teacher being considered for transfer an opportunity for consultation with respect to the transfer and the details of the intended assignment. The most reasonable notice possible given the circumstances shall be provided to the teacher. The right to transfer shall be exercised fairly and reasonably.

### **ARTICLE 6.06: COMPLAINTS**

Should the Board receive any serious complaints regarding a teacher in its employ, the Board shall communicate the substance of such complaint immediately in writing to the teacher so concerned. Before passing judgment the Board shall afford such teacher an opportunity to make personal Presentation of the teacher's case and such teacher may be assisted during the said presentation by a representative and/or counsel. It is agreed and understood by the parties that any and all disputes under this collective agreement as they relate to this article will be limited only to the fact that the complaint was not communicated to the teacher or that a hearing was not granted by the Board.

### **ARTICLE 6.07: DISCIPLINE**

The Association recognizes that the Division or any agent thereof has the right to discipline a teacher. No teacher shall be disciplined without just and reasonable cause. Discipline in the form of written warning(s) and suspension(s) with or without pay shall be subject to the following provisions:

- i) Where the Division or person(s) acting on behalf of the Division so disciplines any person covered **by** this collective agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall **be** deemed to be a difference between the parties to or persons bound by this collective agreement under Article 6.01, Settlement of Disputes.
- ii) When such a difference is referred to a Board of Arbitration under Article 6.01, the Board of Arbitration shall have the power to:
  - (a) uphold the discipline
  - (b) rescind the discipline
  - (c) vary or modify the discipline
  - (d) order the Board to pay all or part of any loss of **pay** and/or benefits in respect of the discipline
  - (e) do one or more of the things set out in sub-clauses (a), (b), (c), and (d) above.
- iii) This article does not apply to teacher assessment and evaluation process done pursuant to Division policy and practices and amendments thereto, except where the implementation of said policy against a person covered **by** this collective agreement is for the purpose of disciplining said person.

**ARTICLE 6.08: MEDICATION**

Teachers shall not be required to administer medication on a regular or predictable recurring basis.

**ARTICLE 6.09: CONTACT TIME**

Beginning on September 1, 2005, 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 a full-time teacher by the Division during the school year of September 2004 to June 2005.

**ARTICLE 6.10: EXTRA CURRICULAR ACTIVITIES**

Effective September 2004 the following shall apply:

- .01 (i) "Extra Curricular Activities" for the purpose of this collective agreement means student-related athletic, social, recreational and cultural activities, occurring with the approval of school administration 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.
- (ii) In recognition of exceptional effort for extra curricular activities the Board will pay a teacher the equivalent of one (1) day substitute rate, as provided for in Article 3.05 of the collective agreement for each complete block of fifty (50) hours of extra curricular duties as described in Clause .02 (a) and (b) to a maximum of two (2) days per school year.
- .02 Within a school year (July 1 to June 30 following), a teacher will have entitlement to two (2) days leave of absence, with substitute costs paid by the teacher, with the following provisions:
- (a) to be eligible for the first day of leave entitlement the teacher must complete an initial fifty (50) hours of eligible extra curricular duties; and
- (b) to be eligible for the second day of leave entitlement a teacher must complete fifty (50) hours of eligible extra curricular duties in addition to these hours described in Clause .02 (a).
- (c) extra curricular personal leave entitlement of up to one day may be transferred to the Fall Term of the following school year.

**ARTICLE 6.10: EXTRA CURRICULAR ACTIVITIES (continued)**

- .03 Maximum leave entitlement per school year is two **(2)** days. A teacher shall take leave entitlement at a time mutually agreeable to the Board and the teacher.
- .04 An eligible extra curricular activity is an activity that has received prior approval by the Board and the Superintendent.
- .05 Teachers must report extra curricular hours on a form that the Division will provide. The teacher and his principal must sign the completed form and return it to the Superintendent on a monthly basis.

**.06 Meal Allowance**

If extra curricular duties occur away from the location in which the teacher's home school is situated, and outside school hours, a teacher may claim the following:

- a) eight dollars for breakfast
  - b) ten dollars for the mid-day meal; and
  - c) fifteen dollars for the evening meal.
1. Breakfast can only be claimed when:
    - i) a teacher has been traveling for more than one hour before the recognized teaching day begins.
    - ii) or must stay overnight for an eligible extra curricular activity as per 04.
  2. The evening meal can be claimed when:
    - i) a teacher has been traveling on extra curricular activities and not expected to arrive back at his/her home school before 7:30 pm.
    - ii) or, must stay overnight for an eligible extra curricular activity as per .04.

**ARTICLE 6.11: LAY OFF**

- .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.
- .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.

**ARTICLE 6.11: LAY OFF (continued)**

.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.

.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 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 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.

**ARTICLE 6.11: LAY OFF (continued)**

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.

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

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

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

- a) on leave of absence in excess of thirty (30 ) calendar days
- b) laid off for a period of time less than that set out in this article
- c) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement
- d) absent because the Division has granted more maternity, adoptive and/or parental leave than required by the Employment Standards Code

.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 Form 2 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" 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.


**ARTICLE 6.11: LAY OFF (continued)**

- .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.
- .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.
- .10 If after layoffs have occurred and for a period of one calendar year after the 30<sup>th</sup> day of September following the date of lay off, position 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, qualification, ability and experience for the position(s) available. Seniority with the division will be used to determine the order in which lay off teachers are offered the available positions provided that the said teachers have the necessary training, qualification and experience.
- .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
- .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.
- .13 Notwithstanding any other provision in this article, the foregoing lay off procedure shall not apply to teachers who have not completed more than **(1)** full school year of employment under contract with the division or to teachers employed on fixed term contract (Form 2A) 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 Form 2 contracts with less than one school year of employment shall have their contracts terminated by the Division if the Division finds itself in a layoff situation.
- .14 The Division may at its discretion, exempt a principal or vice-principal from the provision of this article in the case where the principal or vice-principal would be subject to lay off in accordance with the provisions of the article.

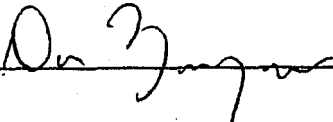
Signed and Agreed on the 9<sup>th</sup> day of February, 2005.

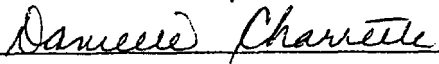
For The Division

  
\_\_\_\_\_

  
\_\_\_\_\_

For The Association

  
\_\_\_\_\_

  
\_\_\_\_\_

LETTER OF UNDERSTANDING  
 RE: 120 DAY SICK LEAVE MAXIMUM ACCUMULATION  
FORMER SPAGUE SCHOOL DISTRICT TEACHERS

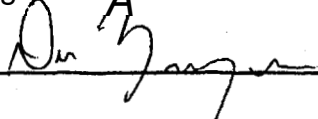
The Parties herewith agree that the following teachers shall retain their right to 120 days of sick leave accumulation, and shall remain in this Letter of Understanding until June 30<sup>th</sup>, 2005, at which time the sick leave maximum in the collective agreement becomes 120 days.

Teachers:

1. Culleton, Adriane
2. Johnson, Donna
3. Vinet, Nicole
4. Klassen, Lenora
5. Hovorka, Doris
6. Brown, Cam
7. Zimmerman, Renata
8. Plett, Peter
9. Thomas, Marion
10. Murray, Lauren
11. Sanchez, Bayani
12. Weins, Bernie
13. Hintz, Ainsley
14. Chalmers, Mary
15. Baines, Jared

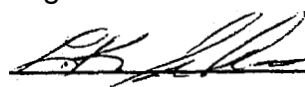
Dated this 9<sup>th</sup> day of February, 2005.

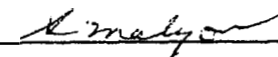
Signed For The Association

  
 \_\_\_\_\_

Dan Meyer

Signed For The Division ,

  
 \_\_\_\_\_

  
 \_\_\_\_\_

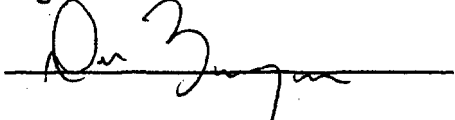


**LETTER OF UNDERSTANDING  
RE: ARTICLE 2  
PROVISION FOR PLACEMENT AND ADVANCEMENT  
ON THE SALARY SCHEDULE**

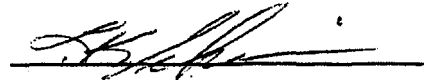
The Parties herewith agree that no teacher on staff at the date of signing this letter, **will** be negatively affected by the adoption of Article 3.01, Provision for Placement and Advancement on the Salary Schedule.

**Dated this 9<sup>th</sup> day of February, 2005.**

**Signed For The Association**

  
\_\_\_\_\_  
*Denise Charlotte*

**Signed For The Division**

  
\_\_\_\_\_  
*K. Malen*

**LETTER OF UNDERSTANDING  
RE: SPECIAL ALLOWANCE  
(FORMER RED RIVER SCHOOL DIVISION)**

The Parties herewith agree that the following listed teachers from the former Red River School Division and new hires in the Letellier School shall be entitled to the special allowance as herein defined. These teachers will only be entitled to the allowance on the condition that they continue to teach in the Letellier School.

1. Lillianne M. Colter
2. Maria Bonan
3. Lise Beaudry

**Special Allowance**

Teachers in the elementary classes 1 to 8, who teach ~~two~~ (2) grades or more during the same time and in the same room, shall be paid an allowance of \$591.14 effective the Fall Term 2000, over and above the basic salary schedule, providing these teachers teach 75% or more of the time under such condition.

Effective the Fall Term 2001:

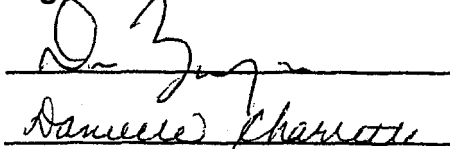
Teachers in grades K to 8, who teach two (2) grades or more during the same time and in the same room shall be paid an allowance as follows:

		Fall Term 2002	Fall Term 2003	Fall Term 2004
75% - 100% FTE	\$625.00	\$644	\$663	\$683
50% - 74% FTE	\$416.00	\$428	\$441	\$455
25% - 49% FTE	\$208.00	\$214	\$221	\$227

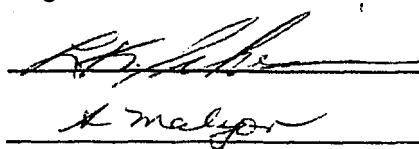
The above percentages refer to portions of a regular full-time teacher's workload.

**Dated this 9<sup>th</sup> day of February, 2005.**

**Signed For The Association**

  
\_\_\_\_\_  
Danielle Charrois

**Signed For The Division**

  
\_\_\_\_\_  
A. Malin

**LETTER OF UNDERSTANDING  
RE: COPYRIGHT  
(FORMER SPRAGUE TEACHERS)**

The Parties herewith agree that the following teachers from the former School District of Sprague shall be covered by the copyright provisions herein defined:

**Teachers:**

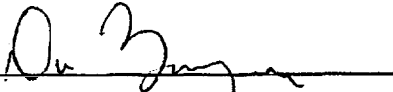
1. Culleton, Adriane
2. Johnson, Donna
3. Vinet, Nicole
4. Klassen, Lenora
5. Hovorka, Doris
6. Brown, Cam
7. Zimmerman, Renata
8. Plett, Peter
9. Thomas, Marion
10. Murray, Lauren
11. Sanchez, Bayani
12. Weins, Bernie
13. Hintz, Ainsley
14. Chalmers, Mary
15. Baines, Jared

**COPYRIGHT**


The copyright on and the possession of all literary works, dramatics works, musical works, artistic works, computer programs and other instructional materials, and other forms of intellectual property produced or created by a teacher while in the employ of the Division is vested in the teacher who created the material. This above statement is in effect only as long as the material/works created does not in any way affect on the local Division negatively.

**Dated this 9<sup>th</sup> day of February, 2005.**

**Signed For The Association**

  
\_\_\_\_\_  
Danielle Charrette

**Signed For The Division,**

  
\_\_\_\_\_  
K. Malton

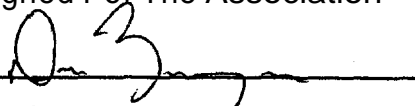
LETTER OF UNDERSTANDING  
RE: CHEF'S CERTIFICATE (JOURNEYMAN)  
FOR SUNSHINE ACKERMAN

The Parties herewith agree that it is recognized on a "without prejudice" basis that Sunshine Ackerman has had a Chefs Certificate (Journeyman status) effective since May of 1996.


It is further agreed that her work experience and placement on the salary schedule will be adjusted accordingly, retroactive to the Fall Term 2002.

Dated **this 9<sup>th</sup>** day of February, **2005**.

Signed For The Association

  
\_\_\_\_\_  
*Vanessa Charrette*

Signed For The Division

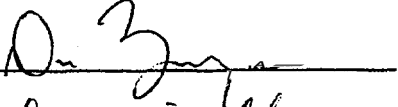
  
\_\_\_\_\_  
*K Malson*

**LETTER OF UNDERSTANDING**  
**RE: NEGOTIATION MTS LEAVE DAYS**


The Parties herewith agree that negotiation days for this round of bargaining (2002-2004) will not **be** counted toward the Association forty (40) day maximum.

**Dated this 9<sup>th</sup> day of February, 2005.**

**Signed For The Association**

  
\_\_\_\_\_  
*Danette Charrette*

**Signed For The Division**

  
\_\_\_\_\_  
*K. Malcom*

**LETTER OF UNDERSTANDING**  
**RE: JOINT PROFESSIONAL DEVELOPMENT COMMITTEE**

The Parties herewith agree to the following provisions respecting planning and funding of professional development for Association members for the duration of the collective agreement.

1. The Division and the Association agree to establish a Joint Professional Development Committee (Joint PD Committee") that will have the following mandate:
  - 1.1 to create an annual professional development plan that balances school, divisional and individual teacher needs,
  - 1.2 to develop and administer the professional development fund, as defined herein,
  - 1.3 to plan divisional in-services and workshops,
  - 1.4 to approve expenditures for divisional in-services and workshops, school-based professional development, individual participation at conferences, workshops, training sessions, courses of study, either credit or non-credit courses, sabbaticals, full or partial, and other professional development activities that the committee deems to be appropriate.
2. The Joint PD Committee shall be comprised of the following:
  - 2.1 the superintendent and the assistant superintendent,
  - 2.2 the Association's Professional Development Committee.
3. The Division and the Association agree that the Association's Professional Development Chairperson shall chair the Joint Professional Development Committee.
4. Funding for professional development shall come from the following sources:
  - 4.1 the balance as at June 30, 2002, plus interest accrued until the date of signing of this agreement of the Professional Development Fund previously administered by the Rhineland Teachers' Association and the Rhineland School Division,

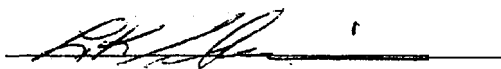

## LETTER OF UNDERSTANDING

RE: JOINT PROFESSIONAL DEVELOPMENT COMMITTEE (continued)

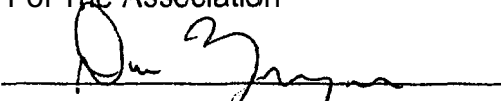
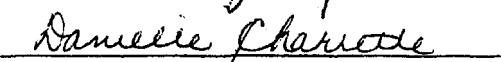
- 4.2 a sum equal to the provincial base support for professional development as outlined in the Funding of Schools Program for 2002-2003,
  - 4.3 an additional sum equivalent to other Manitoba Education funding that the Border Land School Division may be authorized to assign to professional development,
  - 4.4 funding from divisional revenues that the Division may contribute to professional development, and
  - 4.5 local funding that the Association may contribute to the professional development fund.
5. The Association and the Division agree that the professional development plan and budget shall require the signatures of two signing authorities of the Division and two signing authorities of the Association.
  6. At the end of the fiscal year, any surplus shall be placed in an Association Professional Development Reserve Fund ("PD Reserve Fund"). The Association shall maintain a separate account for this purpose, identified as the PD Reserve Fund and shall provide an annual audited statement to the Division. The costs of the audit shall be deducted from this Reserve Account.
  7. The Joint PD Committee shall be responsible to approve any expenditure from the Professional Development Reserve Fund. Two signing authorities, as identified in the Association's constitution, shall be required for all withdrawals from this account.
  8. The Association and the Division agree that this agreement shall be modified only by mutual agreement between the parties.

Signed and Agreed on the 9<sup>th</sup> day of February, 2005.

For The Division

For The Association

**OTHER**

**The Board is prepared to discuss, at Liaison Committee:**

1. **The protocol for Inclement Weather.**
2. **The protocol for Civic Duty Service.**

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