

BORDER LAND TEACHERS' ASSOCIATION

EFFECTIVE PERIOD: 2005/07/01 - 2008/06/30

ARTICLE 1 - GENERAL GOVERNANCE ITEMS

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.

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.

1.03 Effective Period

This agreement shall come into force and take effect as of and from the first day of July 2005, and shall remain in force until the thirtieth (30th) day of June 2008. 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 1st and May 31st 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.

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.
- 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

2.01 Classification

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.

2.02 Credit For Teaching Experience

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.

2.03 Advancement on the Salary Schedule

- 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.

2.04 Change in Classification

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.

2.05 Letter of Authority

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.

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

- i) Industrial Arts Teachers, for salary purposes shall be placed on the salary schedule as per classification by 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 Manitoba Education for obtaining a Class III salary placement.

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.

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

3.01 Salary Schedule

The following salary schedules are representative of salary adjustments, effective the first day of the Fall Term as follows:

Fall Term 2005: 3%

Fall Term 2006: 3%

Fall Term 2007: 3%

Effective Fall Term 2005

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	29,447	32,380	35,909	42,117	44,734	46,904	49,341
1	30,611	33,742	37,561	44,234	46,961	49,207	51,675
2	31,774	35,104	39,210	46,353	49,188	51,556	54,038
3	32,937	36,465	40,863	48,615	51,666	54,231	56,521
4	34,101	37,826	42,511	51,081	54,252	56,909	59,188
5	35,265	39,186	44,163	53,551	56,844	59,589	61,576
6	36,429	40,549	45,812	56,025	59,438	62,273	64,105
7	37,599	42,208	47,464	58,501	62,035	64,958	66,632
8		43,274	49,119	60,978	64,634	67,647	69,158
9				63,855	67,877	70,854	71,684
10							74,317

Effective Fall Term 2006

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	30,330	33,352	36,986	43,380	46,076	48,311	50,821
1	31,529	34,754	38,688	45,561	48,370	50,683	53,225
2	32,728	36,158	40,386	47,744	50,663	53,102	55,659
3	33,925	37,559	42,089	50,073	53,216	55,857	58,217
4	35,124	38,960	43,787	52,613	55,880	58,616	60,964
5	36,323	40,362	45,488	55,157	58,549	61,376	63,424
6	37,522	41,766	47,187	57,706	61,221	64,141	66,028
7	38,727	43,475	48,888	60,256	63,896	66,907	68,631
8		44,573	50,592	62,807	66,573	69,677	71,233
9				65,770	69,913	72,979	73,834
10							76,546

Effective Fall Term 2007

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	31,240	34,352	38,096	44,682	47,458	49,761	52,346
1	32,475	35,797	39,848	46,928	49,821	52,204	54,822
2	33,710	37,242	41,598	49,176	52,183	54,695	57,329
3	34,943	38,686	43,352	51,576	54,812	57,533	59,963
4	36,178	40,129	45,100	54,192	57,556	60,374	62,792
5	37,413	41,573	46,853	56,812	60,305	63,218	65,326
6	38,648	43,018	48,602	59,437	63,058	66,065	68,009
7	39,889	44,779	50,355	62,064	65,813	68,914	70,690
8		45,910	52,110	64,692	68,570	71,767	73,370
9				67,744	72,011	75,169	76,049

10							78,842
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3.02 Administrative Allowances

Administrative staff shall be paid allowances over and above their regular salary, calculated September 30th and January 31st, 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:

Fall Term 2005:	\$688 per teacher
Fall Term 2006:	\$709 per teacher
Fall Term 2007:	\$730 per teacher

The minimum principal's allowance, effective Fall Term 2005 shall be \$2,500.
The maximum principal's allowance, effective Fall Term 2005 shall be \$20,000.

Note: A principal shall receive an allowance for that portion of time he/she spends in a classroom [i.e., teaching 1/2 time shall equal 1/2 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 per annum plus an allowance per FTE regular student registered at the center as of September 30th of the previous year, as follows:

Fall Term 2005:	\$4,084 basic allowance, \$34 per FTE student
Fall Term 2006:	\$4,206 basic allowance, \$35 per FTE student
Fall Term 2007:	\$4,333 basic allowance, \$36 per FTE student

3.03 Co-ordinators' Allowance

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 2005:	\$3,960	Fall Term 2006:	\$4,079
Fall Term 2007:	\$4,202		

Full time coordinator of Student Services shall be paid an annual allowance of:

Fall Term 2005:	\$5,000	Fall Term 2006	\$5,150
Fall Term 2007:	\$5,305		

3.04 Designated Teachers

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, only in the absence of the Principal/Administrator and the vice-principal.

3.05 Substitute Teachers

- (a) Substitute teacher means a teacher employed on a day-to-day basis.
- (b) Substitute teachers shall not be eligible for wages, benefits or rights under this collective agreement except as may be specifically covered in this article.
- (c) Substitute teachers will be paid by the Board according to the following rates:

Fall Term 2005:	
Teachers with Class 1-3 qualifications:	\$ 93 per day
Teachers with Class 4 and better qualifications:	\$124 per day
Fall Term 2006:	
Teachers with Class 1-3 qualifications:	\$ 95 per day
Teachers with Class 4 and better qualifications:	\$127 per day
Fall Term 2007:	
Teachers with Class 1-3 qualifications:	\$ 98 per day
Teachers with Class 4 and better qualifications:	\$131 per day

The above rates are inclusive of vacation pay.

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.

Substitution days cannot be accumulated from one assignment to another.

(d) Substitute Teacher Pay Entitlement

For the purpose of determining the basis of a substitute's entitlement to pay the following shall apply:

Half day - any portion of or complete a.m. or p.m.

Full day - any portion beyond a half day, including supervision.

(e) Daily Rate Effective Period

Daily substitute rates as provided for in Article 3.05 (c), Salary shall be effective from the first day of the Fall Term retroactive to the year the collective agreement comes into force and effect unless the parties expressly agree to some other effective date.

(f) Sick Leave

A substitute teacher shall be allowed one (1) day of sick leave with pay for each nine (9) consecutive days taught in an assignment. Sick leave days shall not accumulate from assignment to assignment.

The use of a sick day with pay shall not constitute an interruption of consecutive days of substitute teaching in an assignment.

Assignment shall mean consecutive teaching days in one (1) position.

(g) The only matters which may be grieved under Article 7 (Settlement of Differences) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this collective agreement.

3.06 Method of Payment

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.

Method of Payment

i) All salaries shall be paid in twenty-four (24) equal semi-monthly payments on the 15th 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.

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.

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 3.09: TEACHERS IN SMALL SCHOOLS ALLOWANCE

Effective the first day of the Fall Term 2006:

Teachers in a school with a teaching staff full time equivalency (F.T.E.) under three (3) shall be entitled to an annual small school allowance of \$400.00 per school year pro-rated based on full time equivalents.

ARTICLE 4 - EMPLOYEE BENEFIT PLANS

4.01 Extended Health Benefits

Manitoba Teachers' Society Extended Health Benefit Plan

(a) 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.

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 claim 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.

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.

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.

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

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 subsection (B), the leave shall not exceed twenty (20) teaching days in any school year.

B. (i) 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
- 120 days in the sixth year

(ii) The provision of twenty (20) sick days in any year shall be pro-rated in the following circumstances:

- a) where an employee commences employment at a time other than the commencement of the fall term,
- b) where an employee returns from a leave at a time other than the commencement of the fall term,
- c) where an employee terminates employment during the school year for reasons other than sickness,

d) where an employee commences an unpaid leave of absence for reasons other than sickness.

(iii) For purposes of paragraph (ii), pro-ration of the twenty (20) sick days provided in any year shall be calculated as set out below:

$$\frac{\text{No. of days of actual teaching service} \\ \text{(including paid sick days)}}{\text{Total no. of teaching days in the school year}} \times 20$$

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, Teacher - General or Limited Term Teacher - General) 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.

The availability of accumulated sick leave days for family medical leave is limited to five days per school year (July 1st to June 30th).

G. On-The-Job Injury

When a teacher suffers an on-the-job injury and is not covered by Workers' Compensation Board benefits and is absent from work as a result of that injury, the Division shall continue to pay the salary of that teacher during such absence, limited to the extent of the accumulated sick leave balance at the time of suffering the on-the-job injury. The period of absence from work as a consequence of the on-the-job injury shall not be charged against the accumulated sick leave balance.

For the purposes of this section, "on-the-job injury" shall be defined as follows:

A disability resulting from an accident/incident occurring on Division premises or in the course of performing duties arising out of employment under contract with the Division.

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.

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.

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.

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.

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, \$11,594 for 2005; \$11,941 for 2006; \$12,300 for 2007 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.

vii) All applications, including plans for the year of the Sabbatical Leave, shall be submitted in writing to the Superintendent before April 21st 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 15th 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 15th.

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 21st.

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.

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.

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 1st 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

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.

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.

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.

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.

(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.

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.

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.

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.

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.

6.08 Medication

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

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.

6.10 Extra Curricular Activities

.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.

A teacher's participation in an eligible extra curricular activity during said teacher's lunch break shall be counted as eligible time of extra curricular duties for the purpose of .01 (ii).

(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.

.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 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.

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.

.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 1st of each year. Teachers shall have until February 28th 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 7th 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.

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 or Teacher - General contract;

- c) the teacher fails to return after the termination of any leave granted by the Division;
- d) the teacher is not re-employed within one (1) calendar year after the September 30th 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.

.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 (15th) 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 30th 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 (Limited Term Teacher - General) 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 Limited Term Teacher - General contracts with less than one school year of employment shall have their contracts terminated by the Division if the Division finds itself in a 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 22nd day of November, 2006.

For The Division

For The Association

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.

Signed and Agreed on the 22nd day of November, 2006.

Signed For The Association

Signed For The Division

LETTER OF UNDERSTANDING RE: SPECIAL ALLOWANCE

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. Maria Bonan
2. Lise Beaudry

Special Allowance

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, over and above the basic salary schedule, as follows:

	Fall Term 2005	Fall Term 2006	Fall Term 2007
75% - 100% FTE	\$703	\$725	\$746
50% - 74% FTE	\$469	\$483	\$497
25% - 49% FTE	\$234	\$241	\$248

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

Signed and Agreed on the 22nd day of November, 2006.

Signed For The Association

Signed For The Division

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. Hovorka, Doris
5. Brown, Cam
6. Zimmerman, Renata
7. Plett, Peter
8. Thomas, Marion
9. Murray, Lauren
10. Sanchez, Bayani
11. Weins, Bernie
12. Hintz, Ainsley
13. Chalmers, Mary
14. 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.

Signed and Agreed on the 22nd day of November, 2006.

Signed For The Association

Signed For The Division

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, 2005, 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,

4.2 a sum equal to the provincial base support for professional development as outlined in the Funding of Schools Program for the applicable school year,

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 22nd day of November, 2006.

For The Division

For The Association
