
COLLECTIVE AGREEMENT

FOR

BORDER LAND SCHOOL DIVISION

-and-

BORDER LAND TEACHERS' ASSOCIATION

July 1, 2014 to June 30, 2018

June 1, 2015

13410 (05)

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.

ARTICLE 1.03: EFFECTIVE PERIOD

This agreement shall come into force and take effect as of and from the first day of July 2014, and shall remain in force until the thirtieth (30) day of June 2018. 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 and May 31 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

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

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

- (a) 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.
- (b) 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

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

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

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

(iii) 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.
- c) Recognition for work related experience and advancement on the salary schedule:
- (i) 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,
 - (ii) 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, effective as follows:

First day of the fall term 2014: 2.0% First day of the fall term 2017: 1.5%
 First day of the fall term 2015: 2.0% First day of January, 2018: 1.5%
 First day of the fall term 2016: 2.0%

Year 1: 2014-15

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	37,638	41,319	45,749	53,541	56,825	59,550	62,608
1	39,099	43,029	47,822	56,198	59,620	62,439	65,537
2	40,560	44,738	49,892	58,857	62,415	65,387	68,503
3	42,019	46,447	51,967	61,697	65,525	68,744	71,619
4	43,480	48,154	54,036	64,792	68,771	72,105	74,966
5	44,941	49,863	56,109	67,891	72,023	75,470	77,964
6	46,402	51,572	58,179	70,997	75,281	78,838	81,138
7	47,871	53,655	60,252	74,105	78,540	82,209	84,310
8		54,993	62,328	77,214	81,802	85,584	87,480
9				80,825	85,873	89,609	90,649
10							93,954

Year 2: 2015-16

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	38,391	42,145	46,664	54,612	57,962	60,741	63,860
1	39,881	43,890	48,778	57,322	60,812	63,688	66,848
2	41,371	45,633	50,890	60,034	63,663	66,695	69,873
3	42,859	47,376	53,006	62,931	66,836	70,119	73,051
4	44,350	49,117	55,117	66,088	70,146	73,547	76,465
5	45,840	50,860	57,231	69,249	73,463	76,979	79,523
6	47,330	52,603	59,343	72,417	76,787	80,415	82,761
7	48,828	54,728	61,457	75,587	80,111	83,853	85,996
8		56,093	63,575	78,758	83,438	87,296	89,230
9				82,442	87,590	91,401	92,462
10							95,833

Year 3: 2016-17

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	39,159	42,988	47,597	55,704	59,121	61,956	65,137
1	40,679	44,768	49,754	58,468	62,028	64,962	68,185
2	42,198	46,546	51,908	61,235	64,936	68,029	71,270
3	43,716	48,324	54,066	64,190	68,173	71,521	74,512
4	45,237	50,099	56,219	67,410	71,549	75,018	77,994
5	46,757	51,877	58,376	70,634	74,932	78,519	81,113
6	48,277	53,655	60,530	73,865	78,323	82,023	84,416
7	49,805	55,823	62,686	77,099	81,713	85,530	87,716
8		57,215	64,847	80,333	85,107	89,042	91,015
9				84,091	89,342	93,229	94,311
10							97,750

Year 4: 2017-18 (September)

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	39,746	43,633	48,311	56,540	60,008	62,885	66,114
1	41,289	45,440	50,500	59,345	62,958	65,936	69,208
2	42,831	47,244	52,687	62,154	65,910	69,049	72,339
3	44,372	49,049	54,877	65,153	69,196	72,594	75,630
4	45,916	50,850	57,062	68,421	72,622	76,143	79,164
5	47,458	52,655	59,252	71,694	76,056	79,697	82,330
6	49,001	54,460	61,438	74,973	79,498	83,253	85,682
7	50,552	56,660	63,626	78,255	82,939	86,813	89,032
8		58,073	65,820	81,538	86,384	90,378	92,380
9				85,352	90,682	94,627	95,726
10							99,216

Year 4: 2017-18 (January)

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	40,342	44,287	49,036	57,388	60,908	63,828	67,106
1	41,908	46,122	51,258	60,235	63,902	66,925	70,246
2	43,473	47,953	53,477	63,086	66,899	70,085	73,424
3	45,038	49,785	55,700	66,130	70,234	73,683	76,764
4	46,605	51,613	57,918	69,447	73,711	77,285	80,351
5	48,170	53,445	60,141	72,769	77,197	80,892	83,565
6	49,736	55,277	62,360	76,098	80,690	84,502	86,967
7	51,310	57,510	64,580	79,429	84,183	88,115	90,367
8		58,944	66,807	82,761	87,680	91,734	93,766
9				86,632	92,042	96,046	97,162
10							100,704

ARTICLE 3.02: ADMINISTRATIVE ALLOWANCES

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

	Per Teacher	Minimum	Maximum
Fall Term 2014	\$862	\$2,957	\$23,661
Fall Term 2015	899	3,016	24,134
Fall Term 2016	938	3,076	24,617
Fall Term 2017	952	3,123	24,986
January 1, 2018	966	3,169	25,361

Note: A principal shall receive an allowance for that portion of time he/she spends in a classroom [i.e., teaching $\frac{1}{2}$ time shall equal $\frac{1}{2}$ 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 30 of the previous year, as follows:

Fall Term 2014: \$5,127 basic allowance, \$43 per FTE student
 Fall Term 2015: \$5,229 basic allowance, \$44 per FTE student
 Fall Term 2016: \$5,334 basic allowance, \$45 per FTE student
 Fall Term 2017: \$5,414 basic allowance, \$45 per FTE student
 January 1, 2018: \$5,495 basic allowance, \$46 per FTE student

ARTICLE 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.

ARTICLE 3.03 CO-ORDINATORS' ALLOWANCE (continued)

Full time coordinators shall be paid an annual allowance of:

Fall Term 2014:	\$4,971
Fall Term 2015:	\$5,071
Fall Term 2016:	\$5,172
Fall Term 2017:	\$5,250
January 1, 2018:	\$5,329

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

Fall Term 2014:	\$6,276
Fall Term 2015:	\$8,000
Fall Term 2016:	\$8,160
Fall Term 2017:	\$8,282
January 1, 2018	\$8,406

ARTICLE 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.

ARTICLE 3.05: SUBSTITUTES

- (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:

Certified Teachers:

Fall Term 2014:	\$160
Fall Term 2015:	\$163
Fall Term 2016:	\$166
Fall Term 2017:	\$168
January 1, 2018:	\$171

ARTICLE 3.05: SUBSTITUTE TEACHERS (continued)

Uncertified Teachers:

Fall Term 2014:	\$117
Fall Term 2015:	\$120
Fall Term 2016:	\$122
Fall Term 2017:	\$124
January 1, 2018:	\$126

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.

The Division shall reimburse, at the highest kilometer rate paid to other Division personnel, each substitute teacher for travel between an assignment involving two or more schools or work sites within the Division's jurisdiction if the teacher the substitute teacher is replacing normally receives this allowance.

(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.

ARTICLE 3.05: SUBSTITUTE TEACHERS (continued)

(g) Administration days, professional development days and school closures shall not constitute a break in continuity during an extended substitute teaching assignment and shall be included in the number of consecutive days employed for the purposes of this article.

(h) Substitute Teacher Assignment

In the event of an emergency closure of a school or early dismissal for emergency reasons, substitute teachers will be paid what they would have earned if the school had not closed. In the event of such occurrence, a substitute may, at the discretion of the Division, be reassigned to another location.

(i) If a substitute is requested by the Superintendent to attend an in-service, the substitute shall be paid at the applicable rate.

(j) Border Land Teachers' Association dues and Manitoba Teachers' Society dues shall be deducted from each substitute teacher's pay and remitted by the fifteenth (15th) day of the following month.

(k) Other Articles

In addition to Article 3:05 Substitute Teachers, the following articles shall apply to substitute teachers:

(i)	3.07:	Interest on Retroactive Pay
(ii)	6.03	Freedom From Violence
(iii)	6.04	Workplace Harassment
(iv)	6.08	Medication

(l) 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.

ARTICLE 3.06: METHOD OF PAYMENT

a) 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)

b) 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.

ARTICLE 3.07: INTEREST ON RETROACTIVE PAY

- a) 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.
- b) 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 3.09: TEACHERS IN SMALL SCHOOLS ALLOWANCE

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

Effective the first day of the Fall Term 2014: \$473

Effective the first day of the Fall Term 2015: \$482

Effective the first day of the Fall Term 2016: \$492

Effective the first day of the Fall Term 2017: \$499

January 1, 2018: \$506

per school year pro-rated based on full time equivalents.

ARTICLE 4: EMPLOYEE BENEFIT PLANS

The Division will begin administering the MPSE Dental Plan effective September 2015.

ARTICLE 4.01: EXTENDED HEALTH BENEFITS

- (a) The Division will participate in the administration of the Manitoba Public School Employees Dental and Extended Health Benefits Plan(s), (MPSE Dental and EHB Plan(s) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the *(collateral agreement)*.
- (b) All Employees covered by this Collective Agreement that are eligible under the terms of the MPSE Dental Plan and EHB Plan(s) shall be required to participate in the MPSE Dental and EHB Plan(s) unless entitled to elect out of the Dental and/or EHB Plan(s) as may be permitted under the terms thereof.
- (c) The cost of the MPSE Dental and EHB Plan(s) will be paid by the Division in accordance with the terms and conditions of the Dental and EHB Plan(s) Agreement.
- (d) The Division agrees that the Division's monthly contribution to the MPSE Dental and EHB Plan(s) on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental and EHB Plan(s). Provided that an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the Dental and EHB Plan(s) in which case the Division agrees to make monthly payments to the Employee as follows:
 - i) An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall

ARTICLE 4.01: EXTENDED HEALTH BENEFITS (cont'd)

receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only;
or

- ii) An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental and Extended Health Plan to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only; or
- iii) An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has group Dental and/or Health plan coverage, shall receive an amount equal to the monthly rate for family coverage.

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;

ARTICLE 4.02: DISABILITY BENEFITS PLAN (con'td)

- (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.

MTS Short Term Disability Plan

The following shall become effective September 2015:

The Parties agreed to the following:

Effective September 2015:

- a) The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher 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 Board's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) deducting premiums from the teachers;
 - ii) enrolling newly hired teachers in the Plan;
 - iii) completing a premium statement to accompany premium remittances;
 - iv) distributing plan information to teachers from time to time;
 - vi) completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent from teaching and where the sickness or disability may result in the filing of a claims or benefits, as per the requirement of the plan.

MTS Short Term Disability Plan (cont'd)

- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- f) The Association shall indemnify and save 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 Short Term Disability Plan.
- g) The Division shall refund to the Association 100% of the additional premium rebate under the Employment Insurance Commission Act as a result of the implementation and continuation of the Short Term Disability 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;

ARTICLE 4.03: GROUP LIFE BENEFITS (cont'd)

- (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 administer the Deferred Salary Leave Plan in accordance with the plan document.

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 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
- 130 days in the seventh year

(ii) The posting of sick leave accumulation to pay stubs to occur when the "Bellamy" program is able to accommodate

(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 Employment 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.

ARTICLE 5.01: SICK LEAVE (continued)

- 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.

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

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.

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, grandparent-in-law, brother-in-law or sister-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 an aunt, uncle, niece or nephew; or to attend a funeral as a pallbearer or eulogist.

ARTICLE 5.02: COMPASSIONATE LEAVE (continued)

- v) Leave beyond this amount on compassionate grounds may be granted at the discretion of the Superintendent;
- 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.
- vii) Upon request, a teacher may be granted up to two (2) days of leave at no loss of salary for travel purposes when the funeral that they are attending is scheduled to occur a distance further than 600 kilometers from their place of residence.

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

- i. Every teacher shall be entitled to maternity, parental 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 Code 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. Effective July 1, 2015 a teacher taking Maternity Leave and/or Parental/Adoptive Leave pursuant to this article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.
- v. Effective July 1, 2015 the Division shall pay a teacher on Maternity Leave and/or Parental/Adoptive Leave:
 - (a) if the teacher's two (2) week or ten (10) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to seventy-five (75) teaching days of Maternity Leave Top-Up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;

ARTICLE 5.03: MATERNITY/ADOPTIVE/PARENTAL LEAVES AND SEB PLAN
(continued)

- (b) if the teacher's two (2) week or ten (10) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;
- (c) up to fifty (50) teaching days of parental/adoptive leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on parental/adoptive leave and continues to receive employment insurance benefits.

For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:

- (a) one hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both maternity leave and parental/adoptive leave;
- (b) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes maternity leave;
- (c) fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes parental/adoptive leave;

Unless the teacher takes a shorter period of maternity leave or parental/adoptive leave in which case, the pay and/or top-up will be pro-rated to reflect the actual number of teaching days taken. The parties acknowledge that the top-up payments made by the Division for maternity leave may extend into the period of time that the teacher is on parental leave but the payment is intended to be a top-up of maternity leave benefits.

- vi. A teacher taking adoptive or parental 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 or parental leave, payments made according to the SEB Plan will consist of the following:

ARTICLE 5.03: MATERNITY/ADOPTIVE/PARENTAL LEAVES AND SEB PLAN
(continued)

- (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.

viii. Non-Application

This article shall not apply to any teacher who is employed on a term contract during the teacher's first year of employment. All other teachers shall be eligible to receive the top-up benefits once they have been employed for a period of seven (7) months by the Division.

ARTICLE 5.04: BIRTHING LEAVE

- (i) Upon the occasion of the birth of a teacher's child, the parent other than the mother 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 such leave shall be submitted on such forms as may be prescribed, and where possible prior to the leave.

ARTICLE 5.05: PERSONAL LEAVE

Personal leave of up to two (2) days per school year at no loss of salary may be granted upon application to the Superintendent in conjunction with the principal.

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 \$14,551 (Fall Term 2014) \$14,842 (Fall Term 2015) \$15,139 (Fall Term 2016) \$15,366 (Fall Term 2017) \$15,596 (January 1, 2018) ; 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.

ARTICLE 5.06: SABBATICAL LEAVE (continued)

- 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.

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 21st.

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 fifty (50) 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**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.

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

- a) 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.
- b) An employee shall have the right to respond in writing to any document contained in the personnel file.
- c) 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.
- (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.

ARTICLE 6.03: FREEDOM FROM VIOLENCE (continued)

- (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.

ARTICLE 6.04: WORKPLACE HARASSMENT (continued)

- 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

- .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) Teachers who have not accumulated enough hours in any school year to be entitled to two (2) days of leave will be allowed to carry over the unused hours for one school year.
- (d) 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.

ARTICLE 6.10: EXTRA CURRICULAR ACTIVITIES (continued)

.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

- a) 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.
- b) Notwithstanding the foregoing, the Division shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications, experience and the ability for a specific assignment.
- c) 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.

ARTICLE 6.11: LAY OFF (continued)

d) Definitions

- i) 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;
- ii) Academic Qualifications - refers to the classification in which a teacher is placed by the Department
- iii) Experience - the practical application of training over a period of time with respect to the particular subject or subjects;
- iv) 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;
- v) 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.

ARTICLE 6.11: LAY OFF (continued)

- e) A teacher will retain and accrue seniority if absent from work because of:
 - i) illness or accident up to the maximum days accumulated under the provision of the collective agreement;
 - ii) a leave of absence of up to thirty (30) calendar days;
 - iii) maternity, adoptive and/or parental leave under the provisions of the Employment Standards Code;

- f) A teacher will retain but not accrue seniority if absent from work because of:
 - i) on leave of absence in excess of thirty (30) calendar days
 - ii) laid off for a period of time less than that set out in this article
 - iii) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement
 - iv) absent because the Division has granted more maternity, adoptive and/or parental leave than required by the Employment Standards Code

- g) 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:
 - i) the teacher resigns;
 - ii) the teacher is employed by another school division as a full time teacher on a Form 2 or Teacher – General contract;
 - iii) the teacher fails to return after the termination of any leave granted by the Division;
 - iv) the teacher is not re-employed within one (1) calendar year after the September 30th following the date of lay off;
 - v) the teacher's contract is terminated for cause;
 - vi) 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.

- h) 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.

ARTICLE 6.11: LAY OFF (continued)

- i) 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.
- j) If after layoffs have occurred and for a period of one calendar year after the 30th day of September following the date of lay off, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled shall be offered positions, providing such teachers have the necessary training, qualifications, ability and experience for the position(s) available. Seniority with the division will be used to determine the order in which teachers on lay off are offered the available positions provided that the said teachers have the necessary training, qualifications and experience.
- k) If a teacher is recalled as provided above, the following will not be affected.
 - i) accumulated sick leave;
 - ii) seniority gained prior to being laid off but seniority shall not be accrued for the period of time of the lay off
- l) 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.
- m) 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.
- n) 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.

ARTICLE 6.12: NON DISCRIMINATION

The provisions of the Manitoba Human Rights Code shall apply.

ARTICLE 6.13: MEAL PERIOD

- a) Except in cases of emergency or unforeseen circumstances, every teacher shall be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each school day.
- b) This lunch period shall be equal to five minutes less than the midday intermission given to the students of the school in which the teacher is employed to a maximum of fifty-five (55) minutes.
- c) Designated staff will be on call during this meal period to deal with emergencies or unforeseen circumstances.

Signed and Agreed on the 12 day of June 2015.

For The Division

Craig Sely
Ramuel

For The Association

Danville Charlotte
Melissa Napier

**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.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

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 13 day of June 2015.

Signed For The Association

 Danella Charrette
 Melissa Napper

Signed For The Division

 Craig S. [Signature]
 Ramona [Signature]

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 a sum equal to the provincial base support for professional development as outlined in the Funding of Schools Program for the applicable school year,
 - 4.2 an additional sum equivalent to other Manitoba Education funding that the Border Land School Division may be authorized to assign to professional development,
 - 4.3 funding from divisional revenues that the Division may contribute to professional development, and

- 4.4 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. The Association and the Division agree that this agreement shall be modified only by mutual agreement between the parties.

Signed and Agreed on the 12 day of June 2015.

For The Division

Craig S. Ly
Ramirez

For The Association

Danesele, Charrelle
Melissa Nojia

THIS AUXILIARY AGREEMENT made as of the 12 day of JUNE, 2015

BETWEEN:

BORDER LAND SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated JUNE 12, 2015, the Division has agreed to participate in a number of insurance programs, including:

- The Manitoba Public School Employees Group Life Insurance Plan; and
- The Manitoba Public School Employees Dental & Extended Health Benefits Plan.

The Division has agreed to participate in these plans subject to the terms of administration and cost sharing, as determined by the conditions of entry stipulated by each individual plan.

WHEREAS the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2014/2015, 2015/2016, 2016/2017, and 2017/2018 school years which follow:

Year 1 : 2014-15

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	37,638	41,319	45,749	53,541	56,825	59,550	62,608
1	39,099	43,029	47,822	56,198	59,620	62,439	65,537
2	40,560	44,738	49,892	58,857	62,415	65,387	68,503
3	42,019	46,447	51,967	61,697	65,525	68,744	71,619
4	43,480	48,154	54,036	64,792	68,771	72,105	74,966
5	44,941	49,863	56,109	67,891	72,023	75,470	77,964
6	46,402	51,572	58,179	70,997	75,281	78,838	81,138
7	47,871	53,655	60,252	74,105	78,540	82,209	84,310

8		54,993	62,328	77,214	81,802	85,584	87,480
9				80,825	85,873	89,609	90,649
10							93,954

Year 2 : 2015-16

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	38,391	42,145	46,664	54,612	57,962	60,741	63,860
1	39,881	43,890	48,778	57,322	60,812	63,688	66,848
2	41,371	45,633	50,890	60,034	63,663	66,695	69,873
3	42,859	47,376	53,006	62,931	66,836	70,119	73,051
4	44,350	49,117	55,117	66,088	70,146	73,547	76,465
5	45,840	50,860	57,231	69,249	73,463	76,979	79,523
6	47,330	52,603	59,343	72,417	76,787	80,415	82,761
7	48,828	54,728	61,457	75,587	80,111	83,853	85,996
8		56,093	63,575	78,758	83,438	87,296	89,230
9				82,442	87,590	91,401	92,462
10							95,833

Year 3 : 2016-17

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	39,159	42,988	47,597	55,704	59,121	61,956	65,137
1	40,679	44,768	49,754	58,468	62,028	64,962	68,185
2	42,198	46,546	51,908	61,235	64,936	68,029	71,270
3	43,716	48,324	54,066	64,190	68,173	71,521	74,512
4	45,237	50,099	56,219	67,410	71,549	75,018	77,994
5	46,757	51,877	58,376	70,634	74,932	78,519	81,113
6	48,277	53,655	60,530	73,865	78,323	82,023	84,416
7	49,805	55,823	62,686	77,099	81,713	85,530	87,716
8		57,215	64,847	80,333	85,107	89,042	91,015
9				84,091	89,342	93,229	94,311
10							97,750

Year 4 : 2017-18 (September)

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	39,746	43,633	48,311	56,540	60,008	62,885	66,114
1	41,289	45,440	50,500	59,345	62,958	65,936	69,208
2	42,831	47,244	52,687	62,154	65,910	69,049	72,339
3	44,372	49,049	54,877	65,153	69,196	72,594	75,630
4	45,916	50,850	57,062	68,421	72,622	76,143	79,164
5	47,458	52,655	59,252	71,694	76,056	79,697	82,330
6	49,001	54,460	61,438	74,973	79,498	83,253	85,682
7	50,552	56,660	63,626	78,255	82,939	86,813	89,032
8		58,073	65,820	81,538	86,384	90,378	92,380

9				85,352	90,682	94,627	95,726
10							99,216

Year 4 : 2017-18 (January)

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	40,342	44,287	49,036	57,388	60,908	63,828	67,106
1	41,908	46,122	51,258	60,235	63,902	66,925	70,246
2	43,473	47,953	53,477	63,086	66,899	70,085	73,424
3	45,038	49,785	55,700	66,130	70,234	73,683	76,764
4	46,605	51,613	57,918	69,447	73,711	77,285	80,351
5	48,170	53,445	60,141	72,769	77,197	80,892	83,565
6	49,736	55,277	62,360	76,098	80,690	84,502	86,967
7	51,310	57,510	64,580	79,429	84,183	88,115	90,367
8		58,944	66,807	82,761	87,680	91,734	93,766
9				86,632	92,042	96,046	97,162
10							100,704

The parties have acknowledged that, without limiting the foregoing, the following classes of Teachers shall be paid according to this pay scale:

1. Substitute teachers;
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity or Parental Leave top-up;
4. Term teachers who are contracted to work less than 60 days.

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated JUNE 12, 2015.

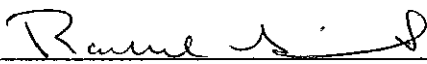
CONCURRING SIGNATORIES

Dated at ALTONA, Manitoba this 12 day of JUNE, 2015.

Signed and agreed on behalf of the Division:



 Chairperson



 Secretary - Treasurer

Signed and agreed on behalf of the Association:

Danielle Charrette
President

Melissa Nojima
Secretary

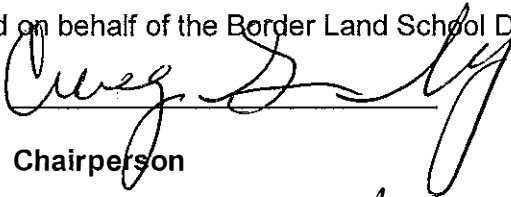
\$2,688 Annual Benefit (dental & extended health) Premium

Year 2 : 2015-16

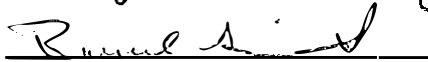
Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	35,703	39,457	43,976	51,924	55,274	58,053	61,172
1	37,193	41,202	46,090	54,634	58,124	61,000	64,160
2	38,683	42,945	48,202	57,346	60,975	64,007	67,185
3	40,171	44,688	50,318	60,243	64,148	67,431	70,363
4	41,662	46,429	52,429	63,400	67,458	70,859	73,777
5	43,152	48,172	54,543	66,561	70,775	74,291	76,835
6	44,642	49,915	56,655	69,729	74,099	77,727	80,073
7	46,140	52,040	58,769	72,899	77,423	81,165	83,308
8		53,405	60,887	76,070	80,750	84,608	86,542
9				79,754	84,902	88,713	89,774
10							93,145

Dated at ALTONA, Manitoba this 12 day of JUNE, 2015

Signed on behalf of the Border Land School Division:

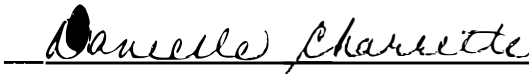


Chairperson

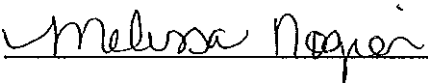


Secretary - Treasurer

Signed on behalf of the Border Land Teachers' Association:



President



Secretary

THIS COLLATERAL AGREEMENT made this 12 day of JUNE, 2015

BETWEEN:

THE BORDER LAND SCHOOL DIVISION
(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated JUNE 12, 2015, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental and Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Dental & Extended Health Benefits Plan Trust (the "*Trust*") in the employ of the Division; and

WHEREAS the Division and the Association desire to set forth the terms and conditions under which the Division shall so participate in the administration of the Plan; and

WHEREAS pursuant to a certain agreement made between the Manitoba School Boards Association, the Manitoba Teachers' Society and the Trust, the Trust is responsible for the formulation, implementation and operation of the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, the Division shall pay monthly from September, 2014 to June 2015, \$126.60, on behalf of each Employee in respect of the Extended Health plan and from Sept. 2015 to June 2016, \$129.00 on behalf of each Employee in respect of the Extended Health plan and/or \$139.80 on behalf of each Employee in respect of the Dental Plan, said \$126.60, \$129.00 and \$139.80 being the monthly rates for family coverage under each plan in the

applicable year. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

- b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee having alternate employer-sponsored group dental or health coverage, as the case may be, the Division shall pay to the employee the difference in the monthly rate under each plan between family coverage and the coverage elected by the Employee.
 - c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Plan shall be required to participate in the Plan unless entitled to elect out of the Plan as may be permitted under the terms thereof.
 6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.
 7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

To the Division:

**BORDER LAND SCHOOL DIVISION
120 – 9TH Street N.W.
Altona MB. R0G 0B1**

To the Association:

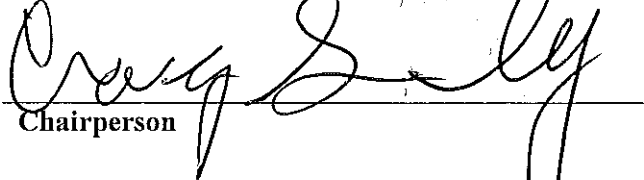
**BORDER LAND TEACHERS' ASSOCIATION
Box 1155
Buffalo Point MB. R0A 2W0**

and if mailed as aforesaid, shall be deemed to have been given on the fifth business day next following that upon which the letter containing such notice was posted.

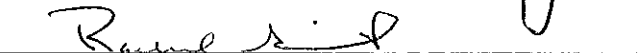
8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the day and year first above written.

THE BORDER LAND SCHOOL DIVISION



Chairperson



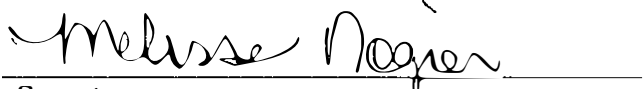
Secretary - Treasurer

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

THE BORDER LAND TEACHERS' ASSOCIATION



President



Secretary