

COLLECTIVE AGREEMENT

BETWEEN

MOUNTAIN VIEW SCHOOL DIVISION

AND

MOUNTAIN VIEW TEACHERS' ASSOCIATION

July 1, 2006 – June 30, 2009 13489 (02)

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ARTICLE 1.00 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement to promote and improve the professional and academic services rendered to the school children and the citizens of the Mountain View School Division (hereinafter referred to as the Division) and the Mountain View Teachers' Association of The Manitoba Teachers' Society (hereinafter referred to as the Association), to establish an acceptable salary schedule as provided for in Article 4.00 Salaries and other conditions of engagement resulting from the operation of this Agreement.

ARTICLE 2.00 EFFECTIVE PERIOD

- 2.01 This agreement shall come into force and **take** effect from the first day of July 2006, and shall continue in full force and effect until the 30th day of June 2009. Thereafter it shall remain in force unless either party gives the other written notice by registered mail to renew and/or amend the agreement. This notice shall be given during the month of April prior to the expiry of this agreement.

ARTICLE 3.00 - DEDUCTION OF M.T.S. FEES

- 3.01 The Division shall deduct Mountain View Teachers' Local Association fees from all teachers and remit the amount to the Association's Treasurer.
- 3.02 The Manitoba Teachers' Society membership fees shall be deducted from every teacher. These deductions will be made in twelve equal monthly installments starting with the September cheque according to the scale of fees established by the Manitoba Teachers' Society. Each monthly installment will be forwarded to the Manitoba Teachers' Society normally not later than the fifteenth of the following calendar month.

The onus is on the teacher to make the necessary arrangements with the Manitoba Teachers' Society for rebates of deductions.

- 3.03 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 The Manitoba Teachers' Society fees.

ARTICLE 4.00 - SALARIES

- 4.01 For the purpose of application of the salary schedule forming part of this agreement any teacher entering the employ of the Division shall be classified according to that teacher's qualifications as recognized by the Professional Certification and Student Records Branch of Manitoba Education.

- 4.02 Teachers shall receive a basic annual salary determined from the salary schedule below in relation to their classification and years of experience as recognized by the Professional Certification and Student Records Branch of Manitoba Education. Teachers covered by this agreement who are ineligible or excluded under the terms of the Insurance programs referred to in the Auxiliary Agreement will be compensated as detailed in the Auxiliary Agreement attached hereto as Schedule "A".
- 4.03 The teacher is required to give notice to the Division as soon as possible after credit for increased qualifications has been obtained. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education. When such evidence has been submitted the salary change shall become effective the first day of September of the school year in which such increased qualifications are obtained, provided evidence of increased qualifications are submitted to the Division by December 31st. If such evidence is not submitted by December 31st, the change in classification will be effective the first of the month following receipt of such evidence by the Division office.
- 4.04 The anniversary date for annual increments shall be September 1st or February 1st, on the basis of "years of experience" as of that date as recognized by Manitoba Education and Training.

Effective: September 1, 2006

Years of Exp	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	27,226	30,312	34,427	41,173	44,028	46,605	49,218
1	28,534	31,896	36,118	43,599	46,513	49,153	51,521
2	31,829	33,468	37,814	46,087	49,008	51,701	54,029
3	32,629	35,045	39,500	48,569	51,513	54,249	56,528
4	33,999	36,618	41,198	51,051	54,015	56,799	59,027
5	35,359	38,186	42,909	53,538	56,528	59,347	61,528
6	36,117	39,778	44,611	56,048	59,043	61,894	64,040
7		41,349	46,316	58,564	61,559	64,442	66,554
8		42,366	48,023	61,070	64,074	66,990	69,063
9			48,890	63,583	66,592	69,539	71,581
10				64,608	68,644	72,086	74,088
11							75,580

Effective September 1, 2007

Years of Exp	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	28,043	31,221	35,460	42,408	45,349	48,003	50,695
1	29,390	32,853	37,202	44,907	47,908	50,628	53,067
2	32,784	34,472	38,948	47,470	50,478	53,252	55,650
3	33,608	36,096	40,685	50,026	53,058	55,876	58,224
4	35,019	37,717	42,434	52,583	55,635	58,503	60,798
5	36,420	39,332	44,196	55,144	58,224	61,127	63,374
6	37,201	40,971	45,949	57,729	60,814	63,751	65,961
7		42,589	47,705	60,321	63,406	66,375	68,551
8		43,637	49,464	62,902	65,996	69,000	71,135
9			50,357	65,490	68,590	71,625	73,728
10				66,546	70,703	74,249	76,311
11							77,847

Effective: September 1, 2008 - 3.0% increase, salary schedule to be published

- 4.05 Permit Vocational Teachers – Qualified Vocational Teachers will be paid Class II plus one increment for every two years experience in the trade. In designated trades “qualified” will be defined as having a Journeyman’s Certificate. In non-designated trades, “qualified” will be defined as having enough training and experience to be accepted by the Vocational Teachers’ Review Board for certification training.

ARTICLE 5.00 - PAYMENT OF SALARIES

- 5.01 All teachers shall be paid 1/24 of their annual contract salary rate plus allowance on or before the fifteenth day of every month, and on the last teaching day before the end of each month with the exception of July and August when it shall be paid on the 15th day and the last banking day.

ARTICLE 6.00 - COORDINATOR

- 6.01 The Resource Center Coordinator shall be paid an allowance in addition to his/her regularly scheduled salary as follows:
- First Day of the Fall Term 2006 \$ 2,334
 - First Day of the Fall Term 2007 \$ 2,404
 - First Day of the Fall Term 2008 \$ 2,476
- 6.02 The Technology Coordinator shall be paid an allowance in addition to his/her regularly scheduled salary as follows:
- First Day of the Fall Term 2006 \$ 5,077
 - First Day of the Fall Term 2007 \$ 5,229
 - First Day of the Fall Term 2008 \$ 5,386
- 6.03 The Educational Services Coordinator shall be paid an allowance in addition to his/her regularly scheduled salary as follows:
- First Day of the Fall Term 2006 \$ 9,336
 - First Day of the Fall Term 2007 \$ 9,616
 - First Day of the Fall Term 2008 \$ 9,904
- 6.04 Any assignment of less than full time shall have the above-mentioned allowances prorated to reflect the full time equivalent assignment.

ARTICLE 7.00 - ADMINISTRATIVE AND SUPERVISOR ALLOWANCE

- 7.01 Effective the first day of the fall term 2006, all principals shall be paid at the rate of \$695.00 per teacher supervised, excluding him/herself. In no case will the allowance be less than \$5,305. In no case will the allowance be more than \$22,067.

Effective the first day of the fall term 2007, all principals shall be paid at the rate of \$716.00 per teacher supervised, excluding him/herself. In no case will the allowance be less than \$5,464. In no case will the allowance be more than \$22,729.

Effective the first day of the fall term 2008, all principals shall be paid at the rate of \$738.00 per teacher supervised, excluding him/herself. In no case will the allowance be less than \$5,628. In no case will the allowance be more than \$23,411.

- 7.02 The vice-principal shall receive a sum equal to one half the allowance paid to the principal of the same school.

ARTICLE 8.00 - REASSIGNMENT OF PRINCIPAL AND/OR VICE PRINCIPAL

- 8.01 An administrator's allowance shall not be reduced for reasons of transfer from one school to an administrative position in another, provided such transfer is affected at the request of the Division. Such administrator's allowance shall be protected for a period of one year, and will not reflect changes in the contract in regards to administrator's allowance. At the end of the aforementioned protection period, the allowance will be adjusted in accordance with Article 7 – Administrative and Supervisory Allowance.

ARTICLE 9.00 - PRINCIPAL DESIGNATE ALLOWANCE

- 9.01 A principal designate is any teacher designated to be in charge of the school when the principal, or the principal and vice principal are absent from the school. Such a designated teacher shall be paid on the basis of 50% of the daily principal allowance for that school for each day of such absence. In no case will the allowance for each day be less than \$22.00. A half day of absence shall be paid 25% of the daily principal allowance for that school. In no case will the allowance for the half day be less than \$11.00.

ARTICLE 10.00 - SUBSTITUTE TEACHERS

- 10.01 (a) Effective fall term 2007, substitute teachers employed in the Mountain View School Division shall be paid at the rate of:
Class 1-3; \$102.69 per day
Class 4-7; \$113.30 per day
including vacation pay, effective on the signing date of this agreement.

Effective fall term 2008, substitute teachers employed in the Mountain View School Division shall be paid at the rate of:
Class 1-3, \$105.77 per day
Class 4-7, \$116.70 per day

(i) After five (5) days of continuous teaching in the same classroom, a substitute teacher will be paid on the sixth (6th) day and thereafter, a sum equal to $1/n$, (where n – the number of clays in the current school year as determined by the Minister responsible for Education) of the basic salary schedule per day according to qualifications as set out in Section 4.00. The rate of pay for the extended teaching assignment shall continue in effect until the end of the extended teaching assignment.

- (b) A substitute teacher is employed by the Division to either replace a regular teacher or fulfill an assignment which is less than twenty (20) days in duration.

A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21) day, be signed to a Limited Term Teacher contract, unless the return of the regular teacher or conclusion of the substitute assignment will occur within five (5) working days.

- (c) **Manitoba Teachers' Society Fees**

All substitutes eligible as members in good standing, shall be required to pay the fees of The Manitoba 'Teachers' Society, such fees shall be deducted monthly and be pro-rated on the basis of the number of days worked in that specific month.

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 The Manitoba Teachers' Society fees.

- (d) **Sick Leave**

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

The use of a sick leave 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.

- (e) The following articles of the Collective Agreement shall apply to substitute teachers with amendments as noted *:

Article 1	Purpose
Article 2	Effective Period
Article 4	Salaries *As it relates to Article 5 Payment of Salaries
Article 10	Substitute Teachers
Article 24	Duty Free Lunch
Article 25	Freedom from Violence
Article 29	Provisions for Settlement of Differences

- (l) The provisions of the Collective Agreement **do** not apply to substitute teachers except as expressly provided for in Article 10, Substitute Teachers.
- (g) The only matters which may be grieved under Article 29 (Provisions for 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.
- (h) Substitute teachers shall be paid on a semi-monthly basis, with a one pay period holdback.
- (i) A substitute teacher who is called to work and reports for the assignment finding that his or her services are not required shall be offered an alternative assignment of not less than ~~a~~ half (1/2) day.
- (j) A substitute teacher who is called to work for an assignment for one half (1/2) day or less shall be paid one half (1/2) of the daily rate. A substitute teacher, who is called to work for an assignment of greater than a half day but less than a full day, shall be paid the daily rate.
- (k) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall **normally** be the same as the timetable of the teacher who is being replaced.

ARTICLE 11.00 - INTEREST ON RETROACTIVE PAY

11.01 The Mountain View School Division shall pay to the teachers, interest on the net retroactive pay which may be paid to such members and that interest shall be paid for the period from the first day of the fall term to the date on which payment is made. The net increase is the gross retroactive pay less deductions for Canada Pension, Unemployment Insurance and Income Tax. The interest shall be calculated at the lesser of 10% per annum or a rate equal to that paid by the Bank of Montreal in Dauphin, Manitoba, on a true savings account.

NOTE: For the purposes of this agreement, the total interest accrued on retroactive pay would be calculated and disbursed equally based on full time equivalency.

ARTICLE 12.00 - INSURANCE PLANS

12.01 Disability Benefits Plan

The Division shall administer the MTS Disability Benefits Plan for participating employees in accordance with the Memorandum of Agreement signed between the parties.

12.02 **Group Life Insurance Plan**

- (a) The Division will administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of said Plan.
- (b)
 - 1. Unless otherwise excluded, the employee's share of annual premiums shall be deducted in equal amounts from each salary cheque, for all participants in the plan.
 - 2. All employees coming on staff after the effective date of the implementation of the plan in the School Division shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance.

12.03 **Dental Plan**

- a) The Division shall administer the Manitoba Association of School Trustees-Manitoba Teachers' Society Dental Insurance Plan in accordance with the terms and conditions of the Collateral Dental Plan Agreement as entered into by the Division and the Association.
- b) The annual cost of the Dental Insurance Plan shall be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.
- c) All employees of the Division covered by this agreement and who are eligible under the terms of the Dental Insurance Plan shall be required to participate in the said plan unless specific exclusion is otherwise provided for in the plan.

12.04 **Manitoba Blue Cross Health Care Plan**

The Division shall collect premiums for the Manitoba Blue Cross Health Care Plan, from the salary of the teachers participating in the Plan, and remit those premiums to Manitoba Blue Cross. Teacher participation in this health benefit plan shall be on a voluntary basis.

- 12.05 The Association agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the necessary premium deductions as provided for above.

ARTICLE 13.00 - DEFERRED SALARY LEAVE

- 13.01 The Division shall administer a Deferred Salary Leave Plan in accordance with the separate agreement between the Mountain View School Division and the Mountain View Teachers' Association of the Manitoba Teachers' Society.

ARTICLE 14.00 - LEAVE OF ABSENCE WITHOUT PAY

- 14.01 Any teacher may request a leave of absence without pay. A teacher on such leave shall be regarded as still on staff. Subject to statute and except where otherwise indicated in the collective agreement, seniority and sick leave will be retained but not accrued for the period of the leave.
- a) All applications for leave under this article shall be submitted to the Superintendent of the Division/Board before April 1st.
 - b) A teacher returning from leave of absence will be offered a position, if possible, in the same community that he/she was in previous to the leave.

ARTICLE 15.00 - TIME OFF FOR EXAMINATIONS

- 15.01 Any teacher undertaking studies or courses, which will lead to an improvement of professional qualifications shall be authorized a one day leave of absence at substitute deduction for the express purpose of writing examinations. Confirmation from the educational institution from which the course is being taken indicating the date, time and required place of examination writing must be submitted to the Division at least ten (10) teaching days prior to the examination date.

ARTICLE 16.00 - COURT DUTY

- 16.01 A teacher subpoenaed for jury duty or as a subpoenaed witness, other than a court proceeding occasioned by the employee's private or personal affairs, shall not be subjected to a deduction from salary as a result of absence from regular teaching duties in that connection, but rather shall endorse and pay over to the Division any compensatory per diem allowance received from the judicial authority, other than that received for food, travel or room.

ARTICLE 17.00 - MANITOBA TEACHERS' SOCIETY DUTY LEAVE

- 17.01 A teacher being a member of The Manitoba Teachers' Society Executive Committee, or of the Executive Committee of any branch thereof, or of any special committee of the Society or being appointed an official representative or delegate of the Society or of any branch thereof and being authorized by the Executive Committee of the Society to attend a meeting of the Committee of which he or she is a member or to act as a representative or delegate of the Society or of any Branch of the Society in a matter of Society business requiring absence from school shall have the right to attend such meeting or to act as such representative or delegate and shall be excused from school duties for either purpose or purposes on not more than a total of six (6) teaching days in any school year, providing that a substitute satisfactory to the Division can be secured and that the cost of providing the substitute is assumed by the Society.

17.02 A teacher who is the Association President shall be given an additional fifteen (15) days leave at substitute costs which shall be assumed by the Society. These additional days are not included in the maximum outlined in 17.04. The Association President shall be given an option to use leave either, under Article 17.02 or 17.06, in addition to leave under Article 17.01. Leave beyond this amount may be granted by the Board provided the cost of the teacher's salary (1/200th deduction) is assumed by the Society.

17.03 A teacher who is a member of the Provincial Executive shall be given an additional five (5) days leave at substitute costs which shall be assumed by the Society. Leave beyond this amount to a member of the Provincial Executive may be granted by the Board provided the cost of teacher's salary (1/200th deduction) is assumed by the Society.

17.04 The combined total of teacher absences for Manitoba Teachers' Society business as described in Section 17.01 and 17.02 shall not exceed sixty (60) days per school year.

17.05 In all cases, the teacher shall notify the Division at least two (2) weeks prior to taking such leave. In the event of circumstances beyond the control of the employee the two (2) weeks prior notice may be waived by the Division.

17.06 **Association President's Leave:**

- i) The Mountain View Teachers Association shall have the option to use up to 50% of the school year for President Release Time.
- ii) The Association agrees to reimburse the Division for the president's salary and benefits required for the leave taken by the President of the Association.
- iii) The Mountain View Teachers' Association will notify the Division as soon as possible but not later than May 31st if they intend to exercise the leave of absence for the President. An acceptable arrangement for the leave shall be developed with the Principal and the Superintendent.
- iv) The Division and Association agree to be fair and reasonable in administering this clause. This leave cannot be combined with leave available for the Association President under 17.02.

ARTICLE 18.00 - MATERNITY, ADOPTIVE, AND PARENTAL LEAVE

18.01 Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to parental and adoptive leave in accordance with this article.

18.02 Every teacher shall be entitled to unpaid parental leave.

- 18.03 Except as otherwise provided herein the Manitoba Employment Standards Code will apply.
- 18.04 The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.
- 18.05 A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- 18.06 In respect of the period of maternity leave, payments made according to the **SUR** Plan will consist of the following:
- i. for the first two weeks, payments equivalent to 90% percent of her gross salary, and
 - ii. up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.
- 18.07 Effective the first day of the fall term 2007, a teacher taking parental or adoptive leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- 18.08 Effective the first day of the fall term 2007, in respect of the period of parental or adoptive leave, payments made according to the SUB Plan will consist of the following:
- i. for the first two weeks, payments equivalent to 90% percent of gross salary, and
 - ii. up to eight (**8**) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.

ARTICLE 19.00 - PATERNITY AND ADOPTIVE LEAVE

- 19.01 Teachers will be allowed one day without loss of pay to fulfill responsibilities associated with bringing a new child into the family.

ARTICLE 20.00 - SICK LEAVE

- 20.01 (a) Where a teacher is sick, he or she shall be entitled to sick leave during his or her sickness and be paid his or her salary during such sick leave; but subject to subsection 20.01 (b), the leave shall not exceed twenty (20) teaching days in any school year.
- (b) Where the employment of a teacher is continued for more than one year, the non-used portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of forty (40) days in the second year; sixty (60) days in the third year; eighty (80) days in the fourth year, one hundred (100) days in the fifth year and one hundred fifteen days (115) in subsequent years.
- (c) Part time teachers or those employed on a fixed or short term contract, shall receive the same benefits on a pro-rata basis.
- 20.02 All teachers shall be notified by the end of September of each year of their total accumulated sick leave entitlement.
- 20.03 A teacher may utilize up to three (3) sick days per school year to attend to the illness, injury or medical appointment of his/her child(ren) up to 21 years of age, spouse or parents. Where both parents are employees of the Division, only one parent may utilize the above days at any one time. Every effort shall be made to schedule medical appointments outside of school hours.
- 20.04 Should the Division become eligible for a reduction in premium under the Employment Insurance Act, the teachers' 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.
- 20.05 **Sick Leave For Pregnant Teachers**

Subject to the provisions of Article 20.00, a pregnant teacher, who as a result of her condition before or after delivery, is unable to be at work and perform her regular duties for a valid health reason, shall be entitled to sick leave. The teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the Division.

NOTE: Increase in 20.01(b) to 115 day maximum from 105 days effective the first day of the fall term 2007.

ARTICLE 21.00 - COMPASSIONATE LEAVE

- 21.01 Each teacher shall be allowed Compassionate Leave without loss of salary up to four days in each case of death or serious illness of any member of the immediate family of the teacher; immediate family to include, employee's spouse, common-law spouse, child, grandparents, grandchildren, father, mother, sister, brother, son-in-law, daughter-in-law, father-in-law, and mother-in-law, brother-in-law and sister-in-law.
- 21.02 In the event of the death of a close relative not listed in 21.01, the Superintendent or Secretary/Treasurer shall grant up to one (1) day leave at substitute deduction to attend the funeral.
- 21.03 Leave beyond this amount on compassionate grounds may be granted at the discretion of the Board. Such leave to be at a deduction of substitute rate for each day's absence.
- 21.04 Each teacher shall be allowed leave without loss of salary to attend a funeral as a pallbearer, as follows, up to one day per year. Additional leave to attend a funeral as a pallbearer may be granted by the Board at a deduction of substitute rate for each day's absence.
- 21.05 Teachers employed on a part-time basis shall be entitled to compassionate leave as provided for in Section 21.01, 21.02, 21.03 and 21.04 pro-rated based on full-time equivalents.

ARTICLE 22.00 - PERSONAL LEAVE

- 22.01 Each teacher, with the approval of the Superintendent, subject to the availability of a suitable substitute, shall be entitled to one day's leave of absence for personal reasons at no cost to the teacher. Unless there are extenuating circumstances, requests for said leave are on a first come first serve basis. No more than two teachers per school shall be granted said leave at the same time, on a staff of ten or more teachers. No more than one teacher shall be granted said leave at any one time, on a staff of less than ten teachers. A teacher is entitled to accumulate one unused day of leave for use in the following school year. In any school year the maximum personal leave days available shall be two (2) days. This leave cannot be used to extend Christmas, Spring and Summer breaks.

ARTICLE 23.00 - EXTRA CURRICULAR

- 23.01 "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 days, whether such occurs 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.

- 23.02 An eligible extra-curricular activity is an activity which has received prior approval from the school principal.
- 23.03 In recognition of exceptional effort for extra curricular activities, the Division will grant teachers who have contributed 50 actual hours per school year toward an extra curricular activity a payment, the equivalent of the current substitute teacher rate, to a maximum of two (2) payments per school year. A teacher will be eligible for his/her first and second payments upon completion of each 50 hours of contribution. In the case where a teacher does not accumulate sufficient hours to qualify for his/her first or second payment, the teacher may carry those hours over to the following school year.
- 23.04 Teachers who are entitled to the payment or payments in 23.03 above may, in lieu of the payment or payments, be granted one day of leave for each payment with no loss of pay or benefits. Each day of leave taken is to be a time mutually agreeable to the teacher and the Superintendent. Unless there are extenuating circumstances, requests for said leave is on a first come first serve basis. No more than two teachers per school shall be granted said leave at the same time, on a staff of ten or more teachers, No more than one teacher shall be granted said leave at any one time. on a staff of less than ten teachers.
- 23.05 In the case where a teacher accumulates sufficient hours to qualify for a day or days of leave of absence in any school year, the teacher may choose to take the day or days leave of absence in the following school year. The maximum leave taken under this clause when combined with Personal Leave (under Article 22) shall be no more than three consecutive (3) days at any one time.

ARTICLE 24.00 - DUTY FREE LUNCH PERIOD

- 24.01 Each teacher is entitled to a daily uninterrupted lunch period of fifty-five (55) minutes.

ARTICLE 25.00 - FREEDOM FROM VIOLENCE

- 25.01 The parties recognize that all teachers are entitled to a working environment free from physical violence, verbal abuse or the threat of physical assault,

ARTICLE 26.00 - PART TIME TEACHERS

Teachers employed under contract on a part time basis shall:

- 26.01 Be paid according to their qualifications as established in Article 4.00.
- 26.02 Be paid on a rate based on the fraction of time employed.

- 26.03 The service of a part time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year.
- 26.04 Unless the qualifications, skills, ability and competency **of** a potential new hired teacher clearly surpass those of a part time teacher employed under contract, part time teachers shall have preference placement, according to their seniority in full time positions that become available over new hired teachers.

ARTICLE 27.00 - SUCCESSWE TERM CONTRACTS

- 27.01 Any teacher employed by the Division on a Limited Term Teacher - General contract for two successive full school years shall, on employment for the third consecutive school year, be signed to a Teacher General contract and shall be deemed to have been employed under a Teacher General contract since the commencement of his or her successive duties under **a** Limited Term Teacher - General contract, and shall be entitled retroactively to seniority and sick leave. There shall not be more Limited Term Teacher - General contracts than the number of teachers on leave.

ARTICLE 28.00 - DISCIPLINE CLAUSE

- 28.01 The imposition of discipline without just cause by the Mountain View School Division or any agent thereof in the form of written warning(s) and/or suspension(s) with or without pay shall be subject to the following provisions.
- 28.02 Where the Mountain View School Division or person(s) acting on behalf of the Mountain View School 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 Mountain View School Division's action shall **be** deemed to be a difference between the parties to or persons bound by this collective agreement under Article 29, Provisions for Settlement of Difference.
- 28.03 When such a difference is referred to a Hoard of Arbitration under Article 29, 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 oui in subclauses (a), (b), (c), and (d) above.
- 28.04 This article does not apply to teacher assessment and evaluation processes done pursuant to Mountain View School Division policy and practices and amendments thereto, except to the extent that any such assessment or evaluation is used as the basis of or in connection with disciplinary action.
- 28.05 The Association agrees that the Mountain View School Division or any agent thereof has the right to suspend an employee with or without pay for just cause.

ARTICLE 29.00 - PROVISIONS FOR SETTLEMENT OF DIFFERENCE

- 29.01 Where a difference arises between the parties to or the persons bound by the agreement or on whose behalf it was entered into concerning its contents, meaning, application or violation, either party shall, within 75 teaching days rise to the violation of difference or within 50 teaching days from the date on which the grievor became aware of the event giving rise to the violation or difference, notify the other party in writing, stating the violation or difference and the solutions sought.
- 29.02 Any difference between the parties to, or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or violation, which is not settled to the satisfaction of the parties within 10 teaching days ~~from~~ the date when the Association takes the matter up with the school division or the school division notifies the Association in writing of its desire to have the difference negotiated, shall upon the written request of either party, be submitted to an Arbitration Board, consisting of three members. Each of the parties to the dispute shall within seven days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators, within a further period of seven days after their appointments, shall meet and select a chairperson. Should the two arbitrators fail to agree upon a chairperson; within the required seven days either party may request the Manitoba Labour Board to appoint a chairperson. Except as herein provided, the Labour Relations Act shall apply.

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 and if the Arbitration Board is satisfied that the irregularity with respect to the time limit has not prejudiced the parties to the arbitration and will not affect the merits of the matter submitted to 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.

- 29.03 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.

ARTICLE 30.00 - TRANSFER CLAUSE

- 30.01 The Association recognizes the right of the Mountain View School Division to transfer/assign teachers employed by the School Division to schools and classes under the jurisdiction of the Mountain View School Division.
- 30.02 A teacher who is transferred or reassigned shall be given reasonable written notice of the proposed transfer or reassignment.

- 30.03 The Mountain View School Division's right to initiate transfers or reassignment shall always be exercised fairly **and** reasonably having regard for the educational needs of the Mountain View School Division and the interest of the teacher(s) involved.
- 30.04 The Division shall consult with teachers who are being involuntarily transferred prior to making a final decision.
- 30.05 In the case of any teacher who has been given notice of transfer or reassignment following May 31st and wishes to resign before June 30th of that year, the Division agrees to accept the resignation provided it is offered in writing within 7 days of the notice of transfer or reassignment.
- 30.06 Teachers who must relocate their residence within the Division due to a Division-initiated transfer, and whose relocation exceeds 50 kilometers, shall be reimbursed by the Division, moving expenses to a maximum of \$1,000.00 against receipts.

ARTICLE 31.00 - LAY OFF PROVISION

- 31.01 Where it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not effect the necessary reduction in staff, the Division shall give first consideration to retaining teachers having the greatest seniority with the Division.

Notwithstanding the foregoing, the Division shall have the right to disregard the seniority of any teacher in the event of a lay-off, if such teacher does not have the necessary training and/or academic qualifications and/or experience and/or ability for a specific teaching assignment.

- 31.02 During the month of January each year, a seniority list will be prepared by the Division and posted in each school and provided to the Association. Each teacher shall be permitted a period of ten (10) working days after the posting of the seniority list to protest in writing to the Superintendent any alleged omission or incorrect listing, but such protest shall be confined to errors or changes occurring subsequent to the posting of any previous seniority list. In the event that a teacher does not file a written protest with the superintendent within the time stipulated, his or her placement on the seniority list shall be deemed correct.
- 31.03 Seniority for the purposes of this agreement is defined to mean the length of continuous teaching experience from the date of most recent hire by the School Division beginning with the first day of teaching within the School Division.
- 31.04 Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of employment with the School Division.
- 31.05 Where teachers have the same seniority as defined in 31.03 and 31.04, the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.

- 31.06 Where teachers have the same seniority as defined in 31.03, 31.04 and 31.05, the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
- 31.07 if the length of teaching experience as defined in 31.03, 31.04, 31.05, and 31.06, is equal, the teacher to be declared surplus shall be determined by the Board.
- 31.08 A teacher will retain and accrue seniority if absent from work because of:
- i) Illness or disability up to the maximum days accumulated under the provisions of the collective agreement;
 - ii) Illness or disability while on unpaid medical leave and in receipt of benefits from the Manitoba Teachers' Society Disability Benefits Plan to a maximum of 36 months. At the expiry of that 36 month period, the teacher shall retain but not accrue seniority;
 - iii) A leave of absence up to 30 calendar days;
 - iv) Sabbatical Leave;
 - v) Maternity Leave and Parental Leave in accordance with the Employment Standards Code;
- 31.09 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.
- 31.10 It is acknowledged that, insofar as is possible, notice of lay-off shall be given to the teacher by certified mail no later than May 1st, such notice of lay-off to become effective as at June 30th of that school year. However, it is *also* acknowledged that in certain circumstances, the Division may find it necessary to provide notice of lay-off earlier in the school year and in such cases, shall provide such notice by certified mail no later than November 1st, such notice to be effective as at December 31st of the school year. The teacher within ten calendar days of receiving notice of lay-off shall indicate, in writing, his/her wish to be placed on the re-employment list. Notwithstanding anything else in this collective agreement, failure to respond within the time limit specified in this clause shall relieve the onus on the Division for that teacher's placement on the re-employment list.
- 31.11 After lay-offs have occurred and for a period of one calendar year after the September 30th directly following the lay-off, teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the position first when positions become available provided such teachers have the necessary training, academic qualifications, experience, and ability for the positions available.

Seniority with the Division will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualifications, experience, and ability

31.12 **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 Administration and Teacher' Certification Branch of Manitoba Education.
- iii) Experience: The practical application of training over a period of time with respect to the particular subject or subjects.
- iv) Ability - A teachers demonstrated skill and competence to satisfactory and proficiently perform a particular assignment after having acquired the necessary training and academic qualifications and reasonably current experience.

31.13 It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and a teacher who is recalled from lay-off shall be required to indicate within six working days of registration of same his/her intent to return to work and shall be required to return to work on the date set out in the notice which date shall not be less than 14 calendar days following such notification unless by mutual agreement.

31.14 A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in the Article 31.13 above.

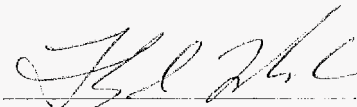
31.15 If the Division terminated the contract of a teacher because that teacher is surplus, the Division shall, at the request of the teacher, provide him/her with a letter to this effect.

31.16 Notwithstanding any other provision of this article the foregoing lay-off provisions shall not apply to teachers continuously employed under one contract with the Mountain View School Division for one year or less, or to teachers employed for a specific term where during that term the teacher is employed on the express written understanding that such teacher will not after the completion of such term be employed by the School Division.

ARTICLE 32.00 - SCHOOL YEAR

32.01 Where reference to "1/200" is made within this collective Agreement, the parties agree it means: 1/n, where n = the number of days in the current school year as determined by the Minister responsible for Education.

DATED this 30th day of November, 2007 in Dauphin, Manitoba
Signed and agreed to on behalf of the Mountain View School Division

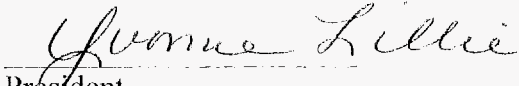


Chair



Secretary-Treasurer

Signed and agreed to on behalf of the Mountain View Teachers' Association.



President



Secretary

Letter of Understanding

Uncertified Substitute Rate of pay

The parties agree that notwithstanding Article 10 Substitutes, uncertified substitutes shall be paid at a rate of:

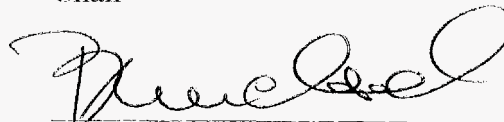
\$95.00 per day.

including vacation pay, effective on the signing date of this agreement.


DATED this 30th day of November, 2007, in Dauphin, Manitoba

Signed and agreed to on behalf of the Mountain View School Division


Chair


Secretary-Treasurer

Signed and agreed to on behalf of the Mountain View Teachers' Association.


President


Secretary

“Schedule A”

THIS AUXILIARY AGREEMENT made this 30th day of November 2007 between:

THE MOUNTAIN VIEW SCHOOL DIVISION

- and -

THE MOUNTAIN VIEW TEACHERS’ ASSOCIATION

WHEREAS pursuant to a certain collective agreement dated November 30, 2007, the Division has agreed to participate in a number of provincial insurance programs, including:

- The Manitoba Public School Employees Group Life Insurance Plan;
- The MAST/MTS Dental Plan; and
- The MTS Extended Health 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 each school year as follows:

Effective September							
Years of Exp	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	28,159	31,245	35,360	42,106	44,961	47,538	50,151
1	29,467	32,829	37,051	44,532	47,446	50,086	52,454
2	32,762	34,401	38,747	47,020	49,941	52,634	54,962
3	33,562	35,978	40,433	49,502	52,446	55,182	57,461
4	34,932	37,551	42,131	51,984	54,948	57,732	59,960
5	36,292	39,119	43,842	54,471	57,461	60,280	62,461
6	37,050	40,711	45,544	56,981	59,976	62,827	64,973
7		42,282	47,249	59,497	62,492	65,375	67,487
8		43,299	48,956	62,003	65,007	67,923	69,996
9			49,823	64,516	67,525	70,472	72,514
10				65,541	69,577	73,019	75,021
11							76,513

Effective: September 1, 2007							
Years of Exp	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	29,004	32,182	36,421	43,370	46,309	48,964	51,655
1	30,351	33,814	38,163	45,868	48,869	51,588	54,027
2	33,745	35,433	39,909	48,430	51,439	54,213	56,611
3	34,568	37,057	41,646	50,987	54,019	56,838	59,184
4	35,980	38,677	43,395	53,544	56,597	59,463	61,759
5	37,381	40,293	45,157	56,105	59,184	62,088	64,335
6	38,162	41,932	46,910	58,690	61,775	64,712	66,923
7		43,550	48,667	61,282	64,367	67,336	69,511
8		44,598	50,425	63,863	66,958	69,961	72,096
9			51,318	66,452	69,550	72,586	74,689
10				67,507	71,664	75,209	77,272
11							78,808

Years of Exp	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	29,874	33,148	37,513	44,671	47,699	50,433	53,205
1	31,262	34,828	39,308	47,244	50,335	53,136	55,648
2	34,757	36,496	41,106	49,883	52,982	55,839	58,309
3	35,605	38,169	42,895	52,516	55,639	58,543	60,960
4	37,060	39,838	44,697	55,150	58,295	61,247	63,612
5	38,502	41,502	46,512	57,788	60,960	63,951	66,265
6	39,306	43,190	48,317	60,451	63,628	66,653	68,930
7		44,856	50,127	63,120	66,298	69,356	71,597
8		45,936	51,937	65,779	68,966	72,060	74,258
9			52,857	68,445	71,637	74,763	76,930
10				69,532	73,814	77,466	79,590
11							81,172

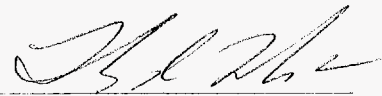
The parties have acknowledged that, without limiting the foregoing, the following classes of teachers shall be paid according to this pay scale:


1. Substitute teachers as identified in Article 10.01 (b) of the Collective Agreement;
2. Teachers receiving a Maternity, Adoptive or Parental Leave top-up as identified in Article 18 of the Collective Agreement;
3. Term teachers who are contracted to work less than 60 days or teachers who are employed less than 30% of fulltime.

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated November 30, 2007.

DATED this 30th day of November, 2007, in Dauphin, Manitoba

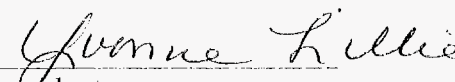
Signed and agreed to on behalf of the Mountain View School Division

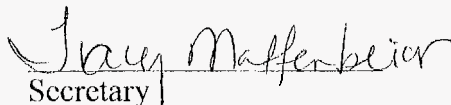


 Chair


 Secretary-Treasurer

Signed and agreed to on behalf of the Mountain View Teachers' Association.



 President


 Secretary