

COLLECTIVE AGREEMENT

between

**THE PINE CREEK SCHOOL DIVISION
HEREINAFTER CALLED THE “DIVISION”**

AND

**THE PINE CREEK SCHOOL DIVISION ASSOCIATION
OF THE MANITOBA TEACHERS’ SOCIETY
HEREINAFTER CALLED THE “ASSOCIATION”**

ARTICLE 1: PURPOSE

It is the intent and purpose of the parties to this Collective Agreement to promote and improve the working relations between the Division and the Association, to establish an acceptable salary schedule and working conditions resulting from the operation of this schedule; and to provide a basis for both parties to improve the professional and academic services rendered to the school children and citizens of the Pine Creek School Division.

ARTICLE 2: EFFECTIVE PERIOD

This Agreement shall come into force and take effect on the first day of July 2007, **and** shall remain in force for twenty-four (24) months from that date and shall, automatically, renew itself from year to year, unless either **party** gives the other a written notice by registered mail of a desire to terminate or amend the agreement, not later than the last day of April **in** the year which agreement expires or in any year thereafter. It is agreed that in such case, the parties will confer not later than fourteen (14) days after receipt of such notice.

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ARTICLE 3: CLASSIFICATION

- 3:01 For the purpose of the salary schedule, teachers shall be classified in accordance with the classification determined by the Administration and Professional Certification Branch of the Department of Education and Training pursuant to the relevant regulations, except as noted in 3:02, and the following shall be the Classes: Class 1, Class 2, Class 3, Class 4, Class 5 Class 6, Class 7.
- 3:02 Teachers engaged by the Division whose qualifications are such that they cannot be classified according to Article 3:01 in this Agreement shall have their classification established by negotiation between the Division and the Association within one (1) month after their engagement.

ARTICLE 4: SALARIES

4:01 The following salary scale shall be effective the first day of the 2007/08 fall term:

	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	29,277	32,235	36,933	43,644	46,645	49,177	51,028
1	30,425	33,813	38,574	46,063	49,192	51,788	53,780
2	31,573	35,392	40,215	48,482	51,739	54,431	56,562
3	32,722	36,969	41,855	50,902	54,287	57,062	59,274
4	33,876	38,545	43,499	53,319	56,832	59,691	62,021
5	35,023	40,123	45,140	55,736	59,381	62,320	64,769
6	36,172	41,699	46,782	58,156	61,927	64,951	67,519
7	37,321	43,279	48,426	60,573	64,472	67,579	70,266
8	38,472	44,854	50,067	62,991	67,018	70,207	73,014
9			51,708	65,410	69,566	72,837	75,763
10				67,829	72,113	75,465	78,510

The following salary scale shall be effective the first day of the 2008/09 fall term:

	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	30,155	33,202	38,041	44,953	48,044	50,652	52,559
1	31,338	34,827	39,731	47,445	50,668	53,342	55,394
2	32,520	36,454	41,422	49,936	53,291	56,064	58,259
3	33,704	38,078	43,111	52,429	55,916	58,774	61,052
4	34,892	39,701	44,804	54,919	58,537	61,482	63,882
5	36,074	41,327	46,494	57,408	61,162	64,190	66,712
6	37,257	42,950	48,185	59,901	63,784	66,900	69,545
7	38,441	44,577	49,879	62,390	66,406	69,606	72,374
8	39,626	46,200	51,569	64,881	69,029	72,313	75,204
9			53,259	67,372	71,653	75,022	78,036
10				69,864	74,277	77,729	80,865

4:02 Any change in salary due to a change in class shall become effective the month following the receipt of evidence by the Division of this change from the Manitoba Department of Education.

4:03 Increments:

The basic salary of a teacher shall, on completion of each year of teaching experience (10 teaching months), be increased by an increment as indicated in the salary scale until the teacher has reached the maximum salary for the class. The due date for increments shall be the first day of the teaching month next following completion of this ten (10) months of teaching service.

4:04 There shall be full placement on schedule for all teaching years as recognized by the Department of Education including up to two (2) years taught on a permit or Letter of Authority as issued by the Manitoba Department of Education.

4:05 Part-Time Teachers

Teachers employed under contract on a part-time basis shall:

- i) be paid according to their qualifications as established in Article 3:00;
- ii) be paid on a rate based on the fraction of the time employed;
- iii) part-time teachers, who are required to attend administration days, parent-teacher conferences, pupil evaluation days and professional development days, which are scheduled during a regular school day and are in addition to the time normally scheduled for work, shall be compensated on a pro-rated basis for the additional time.

4:06 Substitute Teachers:

a) Scope and Recognition

The employer, being the Pine Creek School Division, recognizes the Pine Creek Teachers' Association of The Manitoba Teachers' Society, as the exclusive bargaining agent for all substitute teachers employed by the Division.

b) Salaries

Substitute teachers shall be paid at the following rates (inclusive of vacation pay):

	<u>Class 1-3</u>	<u>Class 4+</u>
07/08	\$99	\$119
08/09	\$102	\$123

per day for the first five consecutive days of substitute teaching in one particular assignment.

A period of substitute teaching in one particular assignment of at least five (5) days shall be termed extended substitute teaching.

Upon commencement of the sixth (6th) day of extended substitute teaching, a substitute teacher shall be paid for each day taught at the per diem rate to be calculated as 1/x of the salary to which a Full time or Part time teacher of the same qualifications and experience would be entitled under the basic salary schedule as outlined in Article 4.01 – Salaries. This rate of pay shall be retroactive to the first day of the extended teaching assignment and shall continue in effect until the end of that extended teaching assignment.

In-service days or Administrative days, shall not constitute a break in extended substitute teaching.

In addition, where during ~~an~~ extended substitute teaching assignment, the substitute teacher becomes unavailable to work due to attending what would be described as a family related emergency or for the death or serious illness of the substitute teacher's family or for attending to Association or MTS business as a representative of the Association, and where the substitute teacher returns to the extended teacher assignment immediately thereafter such unavailability, such days of unavailability as noted above shall not constitute a break in extended substitute teaching.

Note: Definition of family for the above clause to be applied consistent with the current collective agreement in place for Form 2, Teacher General and Limited Term General Teacher Contract.

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. Notwithstanding the above, where the substitute is replacing a teacher whose contractual assignment is more than 50% but less ~~than~~ full time, the substitute shall be paid for a period equivalent in time to the assignment of the teacher being replaced.

Further, a substitute teacher who is replacing a teacher who is serving ~~as~~ Acting Principal shall be paid for a period equivalent in time to the Acting Principal assignment.

c) Deduction of Manitoba Teachers' Society Fees

Manitoba Teachers' Society fees and Pine Creek Teachers' Association fees shall be deducted from a substitute teacher's pay monthly. These fees shall be pro-rated on the basis of the number of days worked in a given month.

The Association shall provide the Division with at least two (2) weeks advance notice of any change in Association fees.

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 fi-om the deduction ~~of~~ local Association fees or Manitoba Teachers' Society fees.

d) Payment of Salary

Pay relating to the salary earned by the substitute teachers during any month shall be forwarded to those teachers not later than the fifteenth (15th) day of the following ~~calendar~~ month.

e) Substitute Teachers' Services Not Required

A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that his or her services are not required shall be offered **an** alternative assignment equivalent in time to the substitute's original assignment, and when such alternative assignment is not available shall be paid half (1/2) day's pay at the applicable rate in lieu.

f) Limited Term Teacher General Contract

A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher General Contract, unless the return of the regular teacher or conclusion of the substitute assignment is immediately imminent.

g) Assignment

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.

h) In-School Support

A substitute resource binder shall exist for each school **and** for each classroom.

i) Sick Leave

A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from one extended substitute teaching assignment to another.

The use of sick leave day with pay shall not constitute an interruption of the extended substitute teaching assignment.

j) The following articles of the Collective Agreement apply to substitute teachers:

Article 1 – Purpose

Article 2 – Effective Period

Article 3 – Classification

Article 4 – Salaries, (4.01, 4.02, 4.04, 4.07 and 4.10)

Article 8 – Sexual Harassment

Article 9 – Freedom From Violence

Article 12 – Meal Period (when a substitute teacher is offered **and** has accepted **an** assignment for greater than one-half day)

k) The only matters which may be grieved under Article 13 – Provision for Settlement of Disputes **During** Currency of Agreement, by a substitute teacher of the Association on

behalf of 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.

4:07 The onus of providing the Division and the Department of Education with satisfactory proof of all qualifications and experience rests with the teacher concerned.

4:08 Administrative Allowance

a) Principal's shall receive ~~an~~ allowance equal to the greater of \$715.00 per FTE teacher, or \$4,502 per school year with increments as follows
08/09 \$736 \$4,637

b) Principals of small schools with a teacher count of between two (2) and seven (7) shall receive an additional administrative allowance of \$393 per school year with increments as follows:
08/09 \$405

No principal on staff at time of signing will have his/her administrative allowance decreased as a result of adding 'FTE' to this clause.

c) Where a principal has no appointed vice-principal, the acting principal shall receive ~~an~~ allowance equal to the greater of \$2.19 per FTE teacher per day, or \$22.51 per day with increments as follows:
08/09 \$2.26 \$23.19

d) Where a school, other than one and two room schools, has an appointed vice-principal, the vice-principal shall receive an allowance equal to 50% of the allowance in 4.08(a).

e) In all one and two-room schools, the Division shall appoint a member of that school's staff to be vice-principal. Appointed vice-principals of small schools with a teacher count of less than eight (8) shall receive an additional administrative allowance equal to 75% of the allowance in 4.08(b).

4:09 Payment of Salary

Effective the date of signing, the following applies:

Salaries shall be paid in twenty-four (24) approximately equal semi-monthly payments, one payment on the 15th of the month and one payment on the last day of the month. If any of these days occur on a weekend or statutory holiday, payments will be made on the last immediately preceding banking day.

4:10 Interest on Back Pay

Interest on retroactive pay should be paid to members of the Association calculated from the date the salary ~~was~~ payable. The interest shall be computed on the net pay of the member (that is, the gross pay after deducting there from personal Income ~~Tax~~, Unemployment insurance, and Canada Pension Plan deductions) and shall be computed at the Division's credit interest rate on the date of signing of the Collective Agreement.

4:11 Limited Term Teacher General Contract

When a teacher is hired to replace a teacher who is on sick leave, and who, the superintendent has been advised, will be on sick leave for at least twenty (20) teaching days, the replacement teacher shall be provided with a Limited Term Teacher General Contract.

ARTICLE 5: LEAVE OF ABSENCE

5:01 Leave of Absence for Executive Duties

- a) A teacher being a member of The Manitoba Teachers' Society Executive or of any branch thereof, or any special committee of the Society or branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the Society in a matter of the Society business requiring absence from school, shall have the right to attend such meeting or to act as a representative or delegate and shall be excused from school duties for either purpose or both purposes on not more than a total of five (5) teaching days in any school year except the Association President who shall be allowed not more than a total of ten (10) teaching days in any school year. A maximum of thirty-five (35) days in total may be taken for the purposes mentioned above during any school year by members of the Association inclusive of the President. A substitute teacher will be provided by the Division, and where provided, the cost of the substitute shall be borne by the Society.
- b) A teacher being a member of the Provincial Executive of The Manitoba Teachers' Society shall be allowed a total of ten (10) days leave of absence per school year in addition to the days provided for in 5:01(a). For the additional ten (10) days of leave the Society shall reimburse the Division at the rate of one two hundredth (1/200th) of the teacher's applicable salary for each day of leave.
- c) A teacher who serves as President or Vice-president of The Manitoba Teachers' Society shall be guaranteed a leave of absence concurrent with their term of office. Upon return from such leave the teacher shall be assigned the same or comparable position that was held prior to said leave. The Division is to be notified upon a teacher being elected to allow as long a notice period as possible. In the case of a special subject area teacher, a suitable replacement must be available.

5:02 Compassionate Leave (Effective date of signing):

- a) Each teacher, upon request, shall be allowed compassionate leave without loss of salary, up to but not exceeding five (5) days in any case of death or serious illness of the teacher's spouse, child or stepchild, mother or father or grandchild.
- b) Each teacher, upon request, shall be allowed compassionate leave without loss of salary, up to but not exceeding three (3) days in any case of death or serious illness of the teacher's sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step-father or step-mother.
- c) Each teacher, upon request, shall be allowed compassionate leave without loss of salary for the day of the funeral in the event of the death of an aunt or uncle or grandparent-in-law provided the teacher is actually attending the funeral.

5:03 a) Leave for Other Purposes:

Leave for reasons other than illness or those defined in Articles 5:01 and 5:02 may be granted at the discretion of the Division's Board of Trustees (the "Board"), and salary may be deducted for each day's leave of absence, and the Board will be responsible for the substitute teacher as required.

The deduction of salary shall be a fraction of salary equal to the number of days absent divided by the number of days in the school year **as** prescribed by the Minister.

b) Personal Leave: (Effective date of signing)

A maximum of three (3) days personal leave per school year shall, for reasonable cause, be granted to each teacher. From date of signing until expiry of this agreement, the cost of a substitute will not be deducted from the teacher's salary for one personal leave day per year. Only one day with no sub cost deducted will be granted in a given school year. Each teacher will be allowed to carry forward to the next school year one (1) day of unused personal leave to a **maximum** accumulation of four (4) days.

5:04 Sabbatical Leave

The Division will consider requests for sabbatical leave from teachers with at least twenty (20) consecutive teaching months of paid service in the Division. The duration of such leave **and** the recompense therefore shall be at the discretion of the Board. The teacher shall request the leave on or before the 31st of **January** of the calendar year in which the leave is desired.

5:05 Leave of Absence Without Pay

A teacher with at least twenty (20) consecutive months of paid teaching service in the division, may apply for a leave of absence at no loss of tenure provided that:

- a) Applications are made not later ~~than~~ February 1st of the year leave is required.
- b) The Division will attempt to place any teacher returning from such leave in the same or comparable position to that occupied by the teacher prior to the commencement of the leave. However, the Division retains the right to determine the placement of such teacher.
- c) A teacher on leave of absence shall notify the Division of his/her intention to return or not to return on staff not later than March 31st of the year the leave of absence expires.
- d) The Division will consider each application for leave of absence on its own merit. The Board's decision shall be final.

5:06 Sick Leave

Where a teacher is sick, he/she shall be entitled to sick leave during his/her sickness and to be paid his/her salary during his/her sickness subject to the following conditions:

- a) Each teacher who is continuously employed by the Division shall accumulate entitlement for sick leave at the rate of one (1) day sick leave for every nine (9) days of actual teaching service to maximum of ~~twenty~~ (20) days per year. 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:
- forty (40) teaching days in the second year
 - sixty (60) teaching days in the third year
 - eighty (80) teaching days in the fourth year
 - one hundred (100) teaching days in the fifth year
 - one hundred fifteen (115) teaching days in the sixth and subsequent years.
- 2008/2009 – one hundred twenty (120) teaching days in the sixth and subsequent years.

Teachers on less than full-time contracts shall have sick leave pro-rated accordingly.

- b) in any school year where a teacher has actually taught for the Division, and has exhausted all previously accumulated sick leave, the Division upon request from such teacher, shall advance up to (20) twenty days sick leave less the accumulated entitlement already taken for that school year. If the employment of such teacher is terminated, or the sick leave paid out is not subsequently earned by the end of the following year, it shall be reimbursed to or recovered by the Division as paid out.
- c) There shall be no accumulation of sick leave credited for periods of "Leave of Absence" and/or "Sabbatical Leave".
- d) Should the Division be eligible for a reduction in premiums under the Employment Insurance Act, the teachers' five-twelfths (5/12th) share of the premium reduction shall be remitted to the Association. Remittance shall be made at the end of the spring and fall terms each year.
- e) The Board, in its discretion, may in any school year grant a teacher sick leave for any period longer than that required in clause (a).
- f) Teachers shall be entitled to use up to three (3) days of sick leave per year to attend to the emergency illness or injury or medical appointment of that teacher's parent(s), spouse or pre-school or school age children. Where such cases occur, and both parents of a particular child are teachers within scope of this Collective Agreement, both parents may not access the provisions of this paragraph concurrently.

5:07 Maternity Leave

Effective July 1, 2007:

Subject to the provisions of the Employment Standards Code (ESC):

- a) Every teacher covered by the Collective Agreement shall be entitled to maternity leave and/or parental leave. Under the ESC, an adoptive parent is entitled to parental leave.
- b) To request leave, the teacher shall make written application to the Division not later than four (4) weeks before the leave is to commence. For maternity leave, a doctor's certificate giving expected delivery date must accompany the written application.
- c) The conditions of leave shall be determined to the mutual satisfaction of the employee and the Division.
- d) Following the mutual agreement by the teacher and the Division on the conditions of the leave to be taken, the Division will provide the teacher with a written memorandum of the agreement, including the statement that, upon return from leave, the teacher will be reinstated in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- e) Where no agreement is reached between the teacher and the Division pursuant to (c), then the teacher concerned shall be granted leave according to provisions in current legislation.
- f) Nothing in the foregoing shall reduce the right of the employee with respect to leave which is provided in current legislation.
- g) Supplementary Employment Benefit (SEB) Plan

After having served a qualifying period of seven (7) consecutive teaching months in the employ of the Division, an eligible teacher taking maternity leave, parental leave or adoptive leave pursuant to this article shall be entitled to receive pay, for a specified period, in the amount of ninety percent (90%) of the gross salary being received at the time leave commenced, subject to the following:

- i) The relevant provisions of the Employment Insurance Act and Regulations.
- ii) The eligible leave period commences on the start date of the two week waiting period for benefits from Human Resources Development Canada.
- iii) Payment made in accordance with the SEB Plan will consist of:
 - A. payment equivalent to 90% per cent of the teacher's gross salary, for the first two (2) consecutive weeks, provided that the teacher would otherwise be earning pay during that period, and
 - B. for a teacher taking maternity leave, payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of the teacher's gross salary, for up to fifteen (15) additional consecutive weeks, provided that the teacher would otherwise be earning pay during that period, or

C. For a teacher taking adoptive leave or parental leave pursuant to this article shall be entitled to payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of the teacher's gross salary, for up to eight (8) additional consecutive weeks, provided that the teacher would otherwise be earning pay during that period.

iv) Where any portion of the leave period referenced in (A), (B), or (C) of iii) above, falls during the summer, ~~Christmas~~ Break, Spring Break, or any other period for when the teacher would not be earning salary, that portion of the leave period does not qualify for SEB Plan benefits pursuant to Article 5.07 g).

5:08 Paternity Leave

Each teacher shall be granted two (2) days leave for the birth of his child; the leave day must be taken on or between the date of birth and the date the mother and child are released from the hospital.

5.09 Exam Leave

Teachers taking post secondary course(s) leading to improvement of qualifications or directly related to the teacher's workload or that will permit teacher to broaden teaching experience shall be released for the scheduled exam period plus immediately preceding or following half day, to a maximum of one day per school year. Advance written notice must be provided to the Division.

ARTICLE 6: SPECIAL PROVISIONS

6:01 Group Life Insurance

- a) The Division will administer the Manitoba Public School Employees' Group Life Insurance Plan #22727 according to the terms and conditions of the Master Policy of the said Plan.
- b) Unless otherwise excluded, the employee's share of annual premiums shall be deducted in equal amounts ~~from~~ each salary cheque, for all participants in the plan.
- c) All employees coming on staff after the effective date of the implementation of the plan in the Division shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees' Group Life Insurance Plan.

6:02 Transfer

The Association recognizes the right of the Division to transfer teachers employed by the Division to schools under the jurisdiction of the Division.

The Division's right to initiate transfers will be exercised fairly and reasonably. The Division shall, whenever possible, consult with the teacher who is being involuntarily transferred prior to making the final decision. In making transfer decisions, the Division shall consider the educational needs of the students, the administrative needs of the Division and those concern raised by the teacher prior to making the final decision.

However the Division shall be guided by the educational needs of the students and the administrative needs of the Division.

In the case of a teacher who is given notice of transfer following May 31, and who wishes to resign before June 30 of that year, the teacher will have their resignation accepted by the Division provided it is offered in writing within 7 days of the notice of transfer.

The Division shall be responsible for the cost of moving a teacher within the Division if the teacher is moving at the Division's request.

6:03 Deduction of M.T.S. Fees

- a) The Division shall deduct monthly from all full-time teachers who are members of The Manitoba Teachers' Society, one tenth (1/10) of the annual professional fees as established by the Manitoba Teachers' Society, starting with the September cheque and shall forward the fees to The Manitoba Teachers' Society monthly.
- b) Teachers on less than full-time contracts shall have their monthly deduction pro-rated accordingly.
- b) The Division will deduct from the September cheques, for all teachers in the Division, half (1/2) the Association fee and will forward the fees to the Association by October 15. A further half (1/2) of the Association fee will be deducted from the February cheques, for all teachers in the Division and will be forwarded to the Association by March 15. The fee to be deducted shall be set by the Association which will inform the Division of the amount of this fee by August 15 by a registered letter. If no such letter is received by the Division, the fee shall be the same as the previous year.

ARTICLE 7: WRITTEN WARNING(S) AND SUSPENSION

The imposition of discipline without just cause by the 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.

7:01 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 13: Provision for Settlement of Disputes during Currency of Agreement.

7:02 When such a difference is referred to a Board of Arbitration under Article 13, 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 Division 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, or d above

- 7:03 The written warning(s) shall not include Performance Evaluations done pursuant to Division policy and any regulations and amendments thereto (hereinafter referred to as the policy), except where the implementation of said policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- 7:04 The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 8: SEXUAL HARASSMENT

The Division and the Association recognize that the problem of sexual harassment may exist. The parties agree that sexual harassment will not be tolerated in the workplace or in conjunction with the workplace. Allegations and investigations of sexual harassment shall be dealt with in confidence.

ARTICLE 9 - FREEDOM FROM VIOLENCE

The Division and Association recognize that the school, all employees, and the School Board, shall nurture a caring environment that is orderly, supportive and non-violent to the teachers and to the students.

The working and learning environment should be free from physical or emotional abuse. Physical abuse shall mean acts of violence against a person, the person's family and the person's possessions. Emotional abuse consists of obscene gestures, verbal abuse, threats of physical abuse and harassment. Incidents of abuse will be dealt with through the involvement of the teacher(s), principal, superintendent, parent(s), board, etc. as appropriate.

ARTICLE 10 - LAY-OFF'

- 10:01 Where it is determined by the Division that a layoff 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 length of service with the Division.
- 10.02 Notwithstanding the foregoing, the Division shall have the **right** to disregard the length of service of any teacher in the event of a layoff, if such teacher does not have the necessary training, academic qualifications, experience and ability, for a specific teaching assignment within the Division.
- 10.03 Definitions
- A. Training: Instruction received as preparation for the profession of teaching, which instruction leads to the development of a particular skill or proficiency with respect to a particular subject(s).
 - B. Qualifications: Refers to the classification in which a teacher is placed by the Teacher's Certification and Records Branch of Manitoba Education.
 - C. Experience: The practical application of the training over a period of time with respect to the particular subject(s).

- D. Ability: A teacher's demonstrated skill and competence to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, academic qualifications and experience.
 - E. Continuous Employment: The teacher's length of employment with the Division from the date of hire under a regular contract or successive temporary contracts in the same teaching assignment that results in the signing of a regular contract as long as there is no break between contracts.
 - F. Teacher - General Contract: Teacher General Contract or any similar or subsequent form approved by the Minister of Education for the continuous employment of teachers.
 - G. Limited Term Teacher - General Contract: Limited Term Teacher General Contract or any similar or subsequent form approved by the Minister of Education for the temporary employment of teachers.
- 10.04 The Division shall maintain a seniority list showing the date upon which each teacher's employment commenced and the total years of employment for the purpose of determining seniority. Such list shall be posted in each school by January 1st of each school year and a copy sent to the Association. The Association and/or the teacher shall be permitted to protest any alleged omission or incorrect listing until January 31st of that year.
- 10.05 Seniority for the purposes of this agreement is defined to mean the **length** of continuous employment as a teacher with the Division as defined in 10.03 (e).
- 10.06 Where teachers have the same length of continuous employment with the Division, seniority shall be determined on the basis of total teaching employment with the Division.
- 10.07 Where teachers have the same length of service in 10.06, the seniority shall be determined on the basis of total teaching employment in Manitoba.
- 10.08 Where teachers have the same seniority as defined in 10.05, 10.06 and 10.07 above, the order of seniority shall be determined on the basis of total recognized teaching experience by Manitoba Education.
- 10.09 If the length of teaching experience as defined in 10.05, 10.06, 10.07 and 10.08 above is equal, the teacher to be declared surplus shall be determined by the Division.
- 10.10 A teacher shall lose seniority for any of the following reasons:
- a) the teacher resigns
 - b) the teacher is employed by another school division on a regular contract
 - c) the teacher is not re-employed within two (2) calendar years after September 30th following the date of layoff
 - d) the teacher fails to return to work after the termination of any leave granted by the Board
 - e) the teacher's contract is terminated for cause
 - f) any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, experience and ability to perform the work in the position offered, shall forfeit all rights of seniority and re-employment.
- 10.11 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. The meeting shall be held no later than April 15th in any school year.

- 10.12 Notice of layoff and a copy of this article shall be given to the teacher no later than the first day of May in any school year. The teacher, within ten (10) calendar days of receiving notice of layoff, shall indicate, in writing, his/her wish to be placed on the re-employment list.
- 10.13 If, after layoffs have occurred and for a period of two (2) calendar years after September 30 following the date of layoff, teachers who have been laid off and have given written notice that they wish to be re-employed shall be offered the position first when positions become available, provided such teachers have the necessary training, academic qualifications, experience and ability for the position 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.
- 10.14 If a teacher is re-employed as provided in article 10.13, the teacher's sick leave credits accumulated at the time of layoff, will not be affected.
- 10.15 It shall be the responsibility of the teacher to report an address to which a re-employment notice can be delivered. Re-employment notices will be delivered by registered mail to the last reported address given by the teacher. A teacher who receives a re-employment notice shall be required to indicate within seven (7) calendar days of the notice being received of his/her intent to return to work and shall be required to return to work on the date set out in the notice. Failure to contact the Division shall result in the loss of all re-employment rights.
- 10.16 If the Board terminates the contract of a teacher because that teacher is surplus the Division shall provide the teacher with a letter to this effect.
- 10.17 Notwithstanding any other provisions of this article, the foregoing lay-off provisions shall not apply to teachers continuously employed under one (1) contract with the Division for less than one (1) year, or to teachers employed for a specific term where during that term the teacher is employed on the expressly written understanding that such teacher will not after the completion of such term be employed by the Division.

ARTICLE 11: EXTRA-CURRICULAR

Effective date of signing:

- 11.01 An eligible extra-curricular activity is an activity which has received prior approval from the Division
- 11.02 In any school year (as per the Minister of Education and Training's definition) a teacher will be entitled to a paid leave of absence of one day provided that he or she:
 - i) performs forty-five (45) hours of eligible extra-curricular duties during a school year (teachers allowed to carry forward hours over a two-year period), and
 - ii) the date for such leave shall be agreed upon between the principal and the teacher and such additional day shall be taken prior to November 15th of the subsequent school year.

- 11.03 A part time teacher shall be entitled to the equivalent time off as a full-time teacher.
- 11.04 Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for their proven reasonable and actual out-of-pocket expenses for meals and mileage, as per Division Policy.

ARTICLE 12: MEAL PERIOD

- A. Every teacher is entitled to ~~an~~ uninterrupted meal period equal to five (5) minutes less than the students' mid-day lunch break of the school in which the teacher is employed but shall in no case be less than forty (40) minutes, and
- B. The teacher's meal period shall occur during the mid-day lunch period provided to the students, and
- C. The principal or acting principal or designate shall be on call during this meal period to deal with the affairs of the school, and
- D. Any activities undertaken with students by teachers during the duty-free period will be completely voluntary.

ARTICLE 13: PROVISION FOR SETTLEMENT OF DISPUTE DURING CURRENCY OF AGREEMENT

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 thirty (30) teaching days of the event giving rise to the violation or difference, or within thirty (30) 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 for difference and the solutions sought.

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 ten (10) teaching days from the date when the Association takes the matter up with the Division or the 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 (3) members. Each of the parties to the dispute shall, within seven (7) days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two (2) arbitrators, within a further period of seven (7) days after their appointment, shall meet and select a chairman. Should the two (2) arbitrators fail to agree upon a chairman within the required seven (7) days, either party may request the Manitoba Labour Board to make the appointment of a chairman.

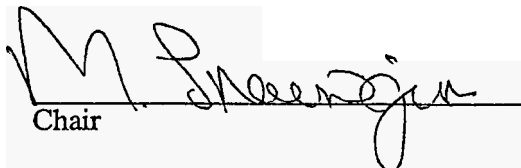
Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis, to the single arbitrator.

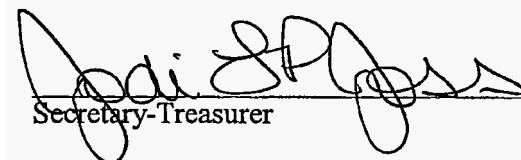
Except as herein provided, the Labour Relations Act shall apply.

This agreement is made subject to the provisions of the Public Schools Act, the Labour Relations Act, and the Education Administration Act, insofar as the same may apply to the parties hereto, and the individual statutory teachers' contract with the Division.

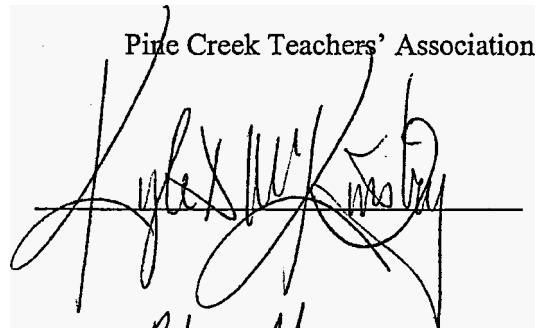
Signed, sealed, and delivered in the Town of Gladstone in the Province of Manitoba this 27th day of May AD 2008.

Pine Creek School Division


Chair


Secretary-Treasurer

Pine Creek Teachers' Association


RJ all