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2002 – 2005

COLLECTIVE AGREEMENT

THE RED RIVER VALLEY SCHOOL DIVISION

and

THE RED RIVER VALLEY TEACHERS’
ASSOCIATION

of the

MANITOBA TEACHERS’ SOCIETY

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ARTICLE 1: PURPOSE

It is the intent and purpose of the parties to this agreement, the Red River Valley School Division (hereinafter referred to as the Division) and the Red River Valley Teachers' Association of The Manitoba Teachers' Society (hereinafter referred to as the Association) to improve the professional service rendered to the school children and taxpayers of the Red River Valley School Division to establish a salary schedule and to establish other conditions of employment resulting from the operation of this agreement.

ARTICLE 2: EFFECTIVE PERIOD

This agreement shall come into force and take effect as of July 1st, 2002, and remain in force until June 30th, 2005. Thereafter it shall automatically renew itself from year to year, unless either party hereto gives the other party written notice by registered mail of a desire to terminate or amend the agreement, not more than ninety (90) days and not less than thirty (30) days prior to the expiration thereof. It is agreed that in such a case, the parties hereto will meet within fourteen (14) days of receipt of said notice, or within such further time as the parties hereto mutually agree.

ARTICLE 3: DUES

- a) The Division shall deduct from teachers the amount of regular membership fee for the Red River Valley Teachers' Association and the Manitoba Teachers' Society.
- b) The Division shall deduct the Manitoba Teachers' Society membership fees in twelve (12) equal monthly installments starting in September according to the scale of fees established by the Manitoba Teachers' Society. The Division shall remit the fees deducted for MTS within ten (10) calendar days of the deduction.
- c) The Division shall deduct the local Red River Valley Teachers' Association fees in two (2) equal installments from the October and November salary payments. The Division shall remit the fees deducted to the Red River Valley Teachers' Association within ten (10) calendar days after each deduction.
- d) In the case of teachers being hired after the beginning of the school year, Association dues shall be pro-rated from the date of hire.
- e) Teachers who work less than a full school year shall have their fees pro-rated in a manner determined by the Society and the Association.
- f) The Association shall notify the Division in writing by the end of June of any changes in the Red River Valley Teachers' Association local annual fees. Any such changes shall be effective on the first (1st) pay period in the following September.

ARTICLE 4: SETTLEMENT OF DISPUTES

Should a difference arise between the Board and any teacher(s) regarding the interpretation, meaning, operation, or application of this agreement, an earnest effort shall be made to settle the difference in the following manner:

The teacher and an Association Representative in consultation with the Superintendent, shall attempt to resolve any difference prior to commencement of the formal grievance process. Any discussions at this stage shall be without prejudice to the formal grievance process.

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 content, meaning, application or violation, either party shall, within forty (40) teaching days of the event giving rise to the violation or difference, or within forty (40) 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.

Any such 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 written request by 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 seven (7) days after their appointment, shall meet and select a chairperson. Should the two (2) arbitrators fail to agree upon a chairperson within the required seven (7) days, either party may request the Labour Board to appoint a chairperson. Except as herein provided, the Labour Relations Act shall apply. 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 matandis* to the single arbitrator. The provisions of the Labour Relations Act respecting the appointment, powers, duties and decisions of arbitrators and arbitration shall apply hereto.

ARTICLE 5: AMENDMENTS

This agreement may be amended by the mutual consent of the parties to this agreement. Such amendments shall go into effect on a day mutually agreed upon.

ARTICLE 6: SALARY SCHEDULE**2002/03 Amalgamated Salary Scale**

Yrs Ex	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	29028	32401	36264	36775	39132	41310	43616
1	30120	33698	37657	38783	41270	43513	45891
2	31212	34990	39049	40788	43390	45720	48163
3	32305	36288	40436	42794	45528	47925	50435
4		37581	41826	44802	47670	50131	52708
5			43217	46808	49812	52335	54982
6				48815	51950	54541	57255
7				50821	54093	56747	59528
8				52828	56235	58951	61802
9				54835	58373	61155	64074
10				56842	60511	63361	66347

2002/03 Former Red River School Division Scale

Yrs Ex	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	29899	33373	37352	37878	40306	42549	44924
1	31024	34709	38787	39946	42508	44818	47268
2	32148	36040	40220	42012	44692	47092	49608
3	33274	37377	41649	44078	46894	49363	51948
4		38708	43081	46146	49100	51635	54289
5			44514	48212	51306	53905	56631
6				50279	53509	56177	58973
7				52346	55716	58449	61314
8				54413	57922	60720	63656
9				56480	60124	62990	65996
10				58547	62326	65262	68337

2002/03**Former Morris Macdonald School Division Scale**

Yrs Ex	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	28491	31965	35944	36470	38898	41141	43516
1	29616	33301	37379	38538	41100	43410	45860
2	30740	34632	38812	40604	43284	45684	48200
3	31866	35969	40241	42670	45486	47955	50540
4		37300	41673	44738	47692	50227	52881
5			43106	46804	49898	52497	55223
6				48871	52101	54769	57565
7				50938	54308	57041	59906
8				53005	56514	59312	62248
9				55072	58716	61582	64588
10				57139	60918	63854	66929

ARTICLE 6: SALARY SCHEDULE (cont'd)

2003/04

Red River Valley School Division

Yrs Ex	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	29624	33202	37301	37842	40343	42653	45100
1	30783	34578	38779	39972	42611	44991	47514
2	31940	35949	40255	42100	44861	47333	49924
3	33100	37326	41726	44228	47129	49672	52334
4		38697	43201	46358	49401	52012	54746
5			44677	48486	51673	54350	57158
6				50615	53942	56690	59570
7				52744	56215	59030	61981
8				54873	58488	61370	64394
9				57002	60756	63708	66804
10				59131	63024	66048	69215

2004/05

Red River Valley School Division

Yrs Ex	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	30513	34198	38420	38977	41553	43933	46453
1	31707	35616	39943	41171	43889	46341	48940
2	32898	37028	41463	43363	46207	48753	51422
3	34093	38446	42978	45555	48543	51162	53904
4		39858	44497	47749	50883	53573	56389
5			46017	49941	53223	55981	58873
6				52134	55560	58391	61357
7				54326	57902	60801	63841
8				56519	60243	63211	66326
9				58712	62579	65619	68808
10				60905	64915	68030	71292

ARTICLE 7: PLACEMENT AND ADVANCEMENT**a) Increased Qualifications**

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

ARTICLE 7: PLACEMENT AND ADVANCEMENT (cont'd)

b) **Experience**

In the Vocational field, related work experience will be granted as follows:

Vocational: related work experience to be calculated from the time he received his journeyman's license.

One increment will be granted for each year of related work experience up to three (3) years, thereafter one (1) increment will be granted for each two (2) years of related experience up to a maximum of three (3) increments – to a maximum of six (6) increments for nine (9) years of related work experience. Total number of increments shall not be greater than the required number of increments needed to get a maximum salary. In areas of employment in which a journeyman's certificate is not issued, related work experience shall be calculated from the time the person became qualified in the area of employment. However, only those years of employment in the particular areas shall be counted as a related work experience.

c) **Statement of Placement**

For purposes of this salary schedule, the members of the teaching staff are classified according to the classification set forth by the Professional Certification Branch of Manitoba Education, Citizenship and Youth.

d) **Advancement on the Salary Schedule**

Teachers shall receive an increment increase on the earlier of September 1st or February 1st following the date on which the teacher completes a year of teaching experience as recognized by Manitoba Education, Citizenship and Youth.

e) **Teachers on Letter of Authority**

Teachers hired on Letter of Authority or on Permit shall be placed on the salary schedule one (1) class below the class where such teachers would be placed if they had completed their professional training.

ARTICLE 8: SUBSTITUTE TEACHERS

- a. The following rates shall apply for substitute teachers

Class 1-3:	\$109.27 per day
Class 4-7:	\$125.66 per day
- b. The amount per day is inclusive of vacation pay.
- c. In the event that a substitute teacher substitutes continuously for the same regular full-time or part-time teacher for six (6) consecutive days, the substitute will be paid according to Article 6 of this agreement retroactive to the first (1st) day of substitution.

ARTICLE 9: PART-TIME TEACHERS

- a) The basic salary of each teacher employed on a part-time basis shall be pro rata of the applicable annual schedule rate and shall be governed by the same provisions as the salary of any other teacher covered by the agreement.
- b) Working conditions and benefits of teachers employed on a part-time basis shall be pro-rated.
- c) Part-time teachers shall participate in school activities that occur during the regular school day when required by the Division. When the Division makes such requirement the part-time teacher shall receive a pro-rata share of their salary rate for the time spent participating in the activities during the regular school day which is over and above the teacher's regular scheduled teaching time.

ARTICLE 10: ADMINISTRATIVE ALLOWANCES

A Principals

Principals shall be paid a base salary of one thousand one hundred and fourteen dollars and fifty-eight cents (\$1,114.58) per annum and administrative allowance of thirty-four dollars and eighty-one cents (\$34.81) per student for the first two hundred and eighty (280) students plus seventeen dollars and forty-one cents (\$17.41) per student for the remaining number of students.

Effective September 1st, 2003, the above amounts are increased to:

Base:	\$1,148.02
Per Student Up to 280:	\$35.85
Per Student Over 280:	\$17.93

Effective September 1st, 2004, the above amounts are increased to:

Base:	\$1,182.46
Per Student Up to 280:	\$36.93
Per Student Over 280:	\$18.47

B Vice Principals

- i) A vice principal will be assigned to a school with a student count over 280 students. The school will be allocated vice principal time in proportion to the number of students in excess of 280 students.
- ii) A vice principal shall be paid 50% of the Principal's allowance pro-rated by percentage of the vice principal appointment.
- iii) Notwithstanding the above, the School Division may assign Vice Principals in any school.

Designated Teacher

- a) During the absence of a school administrator, payment of an allowance of fifty percent (50%) of the regular principal's allowance shall be paid to the teacher designated by the Superintendent.
- b) If the school administrator is absent in the forenoon or afternoon, the teacher designate shall be paid for one-half (1/2) day. If the school administrator is absent in the forenoon and afternoon, the teacher designate shall be paid for the full day.

ARTICLE 10: ADMINISTRATIVE ALLOWANCES (cont'd)**Student Services Co-ordinator**

Effective July 1, 2002, the Co-ordinator of Student Services shall be paid \$6,204.72 per annum. Effective July 1, 2003, \$6,390.86; effective July 1, 2004, \$6,582.59.

Technology Co-ordinator

Effective July 1, 2002, the Technology Co-ordinator shall be paid \$4,326.00 per annum. Effective July 1, 2003, \$4,455.78; effective July 1, 2004, \$4,589.45. A part-time co-ordinator shall be paid on a pro-rata basis.

ARTICLE 11: MULTI GRADE

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

2002/2003	
75% - 100% FTE	643.75
50% - 74% FTE	428.48
25% - 49% FTE	214.24
2003/2004	
75% - 100% FTE	663.06
50% - 74% FTE	441.33
25% - 49% FTE	220.67
2004/2005	
75% - 100% FTE	682.95
50% - 74% FTE	454.57
25% - 49% FTE	227.29

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

ARTICLE 12: ALLOWANCE FOR COURSES

For teachers on staff and for teachers coming on staff, tuition fees shall be paid for professional and university courses taken upon request of the Superintendent and successfully completed, provided the teachers remain on staff for the full coming period of one (1) year.

ARTICLE 13: PAYMENT OF SALARY

- a) Teachers covered by this agreement shall be paid on the basis of twelve (12) monthly payments. Payments received for September to December shall equal one-twelfth (1/12) of the applicable salary rate of the Fall Term salary schedule. Payments received for January to June shall equal one-twelfth (1/12) of the applicable salary rate of the Spring Term salary schedule. Payment received for July and August shall be calculated as follows: (Gross Pay Earned [GPE] less Gross Pay Received)/2:

$$\text{GPE} = \frac{\# \text{ of Days Taught Fall Term}}{\# \text{ of Days in School Year}} \times \text{Fall Term Salary} + \frac{\# \text{ of Days Taught Spring Term}}{\# \text{ of Days in School Year}} \times \text{Spring Term Salary}$$

July and August cheques shall be dated the last teaching day in June.

- b) The Division shall deposit the entire monthly net pay of each teacher directly into one (1) designated account of the financial institution of the teacher's choice.
- c) The above payments shall be paid the last teaching Friday of each month, except the months of December, March and June when payment shall be made contingent upon the completion of the contracted duties. Further, the payments for July and August shall be payable at the same time as the June payment.

ARTICLE 14: INTEREST ON RETRO

The Division shall pay to members of the Association interest on the net amount of any retroactive pay which may be paid to such members, calculated from the date of actual payment. The interest shall be computed at the lesser of eight (8%) per annum or the average rate at which the Division borrows funds during the twelve (12) month period preceding the calculation date. If the Division has not borrowed funds during the preceding twelve (12) month period, then interest shall be paid at a rate equal to that paid by the Chartered Bank in Morris, on Bonus or Premium Savings Accounts.

*Association agrees to waive above wording, instead Division will calculate an average, based on average teacher salary, and pay to the teacher.

ARTICLE 15: EMPLOYMENT INSURANCE PREMIUM REDUCTION

In the event that the Division becomes eligible for an Employment Insurance rebate, the Division shall remit five-twelfths (5/12) teachers' share to the Red River Valley Teachers' Association treasurer to be made in two (2) instalments per year, on July 15th and January 15th.

ARTICLE 16: GROUP LIFE INSURANCE

- a. The Division will administer the Manitoba Public Schools Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of said plan.
- b. The teachers' share of premiums shall be deducted at source for all participants in the plan.
- c. All teachers coming on staff after the effective date of the implementation of the Plan shall be required to participate in the Plan, unless granted exclusion by the trustees for the Manitoba School Employees Group Life Insurance Plan.

ARTICLE 17: DISABILITY BENEFITS PLAN

- a. The Division agrees to administer the Manitoba Teachers' Society Group Long Term Disability Insurance Plan.
- b. The premiums shall be deducted at source for all participants in the Plan.
- c. All teachers coming on staff after the effective date of the implementation of the Plan shall be required to participate, unless exclusion is granted by the Trustees of the Plan.

ARTICLE 18: DENTAL PLAN

- a. Effective September 1st, 2003, the Division will participate in the administration of the MAST/MTS Dental Plan in accordance with the terms and conditions of the Agreement entered into by the Division/District and the Association attached hereto as Appendix B (the "Dental Plan Collateral Agreement").
- b. All employees covered by this Collective Agreement who are eligible under the terms of the MAST/MTS Dental Plan shall be required to participate in the MAST/MTS Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
- c. The cost of the MAST/MTS Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.
- d. The Division agrees that the Division's monthly contribution to the Dental Plan on behalf of each employee will be based on the monthly rate for family coverage (that is, entitlement to coverage for an employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental Plan). Provided that prior to the beginning of the plan year an employee may elect in prescribed form for reduced coverage as permitted under the terms of the Dental Plan in which case the Division/District agrees to make bi-weekly payments to the employee as follows:

ARTICLE 18: DENTAL PLAN (cont'd)

- (1) An employee with no more than one (1) dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for employee and one (1) other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an employee and one (1) dependent only;
- (2) An employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for an employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an employee only;
- (3) An employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the employee's spouse has dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 19: EXTENDED HEALTH BENEFITS PLAN

The Division will administer a group health benefit plan, selected by the Association, by making the required deduction from participating teachers and remitting same to the carrier.

ARTICLE 20: REGISTERED RETIREMENT SAVINGS PLAN

The Division agrees to make R.R.S.P. deductions at source. The Association in conjunction with the Division will develop a deduction plan for R.R.S.P.'s with one (1) financial institution.

ARTICLE 21: DEFERRED SALARY LEAVE PLAN

The Division shall administer the Manitoba Teachers' Society Deferred Salary Leave Plan according to the requirements of the plan. The parties agree to append to this collective agreement a renewed Memorandum outlining administrative provisions for this Plan.

ARTICLE 22: WRITTEN WARNINGS AND SUSPENSIONS

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:

- 1) 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 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 4 in Settlement of Disputes.

ARTICLE 22: WRITTEN WARNINGS AND SUSPENSIONS (cont'd)

- 2) When such a difference is referred to a Board of Arbitration under Article 4, 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 (1) or more of the things set out in sub-clause (a), (b), (c) and (d) above.
- 3) This article does not apply to teacher assessment and evaluation process done pursuant to Division policy and practices and amendments thereto, except where the implementation of said policy against a person covered by this Collective Agreement is for the purposes of disciplining said person.
- 4) The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 23: TRANSFERS

The Association recognizes the right of the Division to assign teachers employed by the Division to schools and classes under the jurisdiction of the Division. By June 12th, the Division shall give notice to any teacher to be affected by a transfer. At the time of the notice, the Division shall accord the teacher opportunity to consultation, both with respect to the fact of the transfer and the details of its accomplishment.

The right to transfer shall always be exercised with due regard for the educational needs of the Division, and the interests of the teacher involved.

A teacher desiring a transfer shall make application for a transfer on or before April 15th of the school year prior to the school year for which the transfer is to be effected.

The Division shall post all teaching vacancies in the staff room of each school in the Division.

ARTICLE 24: DUTY FREE LUNCH

Each teacher shall be entitled to an uninterrupted lunch period of fifty-five (55) consecutive minutes between the hours of 11:00 a.m. and 2:00 p.m. A designated member of the professional staff shall be on call to deal with emergencies or unforeseen similar circumstances.

ARTICLE 25: COMPLAINTS AGAINST TEACHERS

It is agreed that should the Division receive any serious complaint regarding a teacher in its employ, the Division shall immediately communicate said complaint, in writing, to the teacher concerned, and shall, before passing judgment afford the teacher an opportunity to make a personal presentation of his or her case in refutation. In such case, the teacher may obtain assistance in presenting his or her case from a fellow teacher or from the General Secretary of The Manitoba Teachers' Society (Section 92, subsection 4 of the Public Schools Act).

ARTICLE 26: LAYOFF/RECALL

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

c. **Definitions**

- (1) **Training:** instruction received as preparation for the profession of teaching, which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
- (2) **Academic Qualifications:** refers to the classification in which a teacher is placed by the Professional Certification Branch of Manitoba Education, Citizenship and Youth.
- (3) **Experience:** the practical application of the training over a period of time with respect to the particular subject or subjects.
- (4) **Ability:** a teacher's demonstrated skill and competence to satisfactorily and proficiently perform a particular assignment after having acquired the necessary training and/or academic qualifications and/or reasonably current experience.
- (5) **Seniority:** it shall be determined as follows:
 - i) the teacher's continuous employment with the Division as defined in c(6) of this article.
 - ii) where teachers have the same length of continuous employment with the Division, the length of teaching service shall be determined on the basis of total length of employment with the Division.

ARTICLE 26: LAYOFF/RECALL (cont'd)

- iii) where teachers have the same length of service as in (ii), the length of teaching experience shall be determined on the basis of total teaching employment in Manitoba.
 - iv) where teachers have the same length of service as in (iii) above, the length of teaching service shall be determined on the basis of total teaching service recognized by the Professional Certification Branch of Manitoba Education, Citizenship and Youth.
 - v) if the length of teaching service as in (iv) above is equal, the order of the teachers' listing on the seniority list shall be determined by the Division.
- (6) **Continuous Employment With The Division:** the teacher's continuous employment with the Division including employment with Morris Macdonald, Red River and Red River Valley School Divisions from the date of hire under one (1) or more successive regular or temporary contracts as long as there is no break in actual teaching service between contracts.
- i) A teacher shall retain and accrue seniority if absent from work because of:
 - * an approved leave of absence up to two (2) years of consecutive leave at any one time; or
 - ** an approved leave of greater than two (2) years as may be mutually agreed upon, for compassionate reasons, by the Superintendent and the Association.
 - ii) A teacher shall retain but not accrue seniority if the teacher is:
 - * on an approved leave of absence for a period greater than two (2) consecutive years, with the exception of the provisions outlined in this article.
 - ** laid off for a period of time less than that set out in (j) 4 of this article.
- (7) **Regular Contract:** Form 2 or any other similar or subsequent form approved by the Minister of Education, Citizenship and Youth for the continuous employment of teachers.
- (8) **Temporary Contract:** Form 2A or any other similar or subsequent form approved by the Minister of Education, Citizenship and Youth for the temporary employment of teachers.

ARTICLE 26: LAYOFF/RECALL (cont'd)

- d. The Division shall maintain a seniority list showing the date upon which each employee's service commenced and the total length of service for the purpose of determining seniority. Such list shall be posted in each school by January 1st of each school year and a copy shall be 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. In the event of an omission or incorrect listing being brought to the Division's attention after January 31st, the teacher shall be permitted to protest any alleged omission or incorrect listing at the next scheduled posting of the list.
- e. In the event of a layoff, the Division shall meet with the Executive of the Association thirty-one (31) days prior to the notification of layoff to discuss the implications of the layoff and shall provide the Association with a list of teaches to be laid off.
- f. Notice of layoff shall be given to the teacher by registered mail no later than the first (1st) day of May of the school year. The Division shall place the teacher's name on the recall list.
- g. If after layoffs have occurred and for a period of one (1) calendar year after the 30th day of September following the date of the layoff, teachers who have been laid off shall be offered the position first when positions become available, provided such teachers have the necessary training and/or academic qualifications and/or experience and/or ability for the positions available. Seniority with the Division shall 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 and/or academic qualifications and/or experience and/or ability.
- h. 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 layoff shall be required to indicate within fourteen (14) working days from the receipt 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 fourteen (14) working days following such notification unless by mutual agreement.
- i. If a teacher is recalled as provided in (g) of this article, the following shall not be affected:
 - (1) accumulated sick leave gained prior to being laid off, but sick leave shall not be accrued for the period of the layoff;
 - (2) seniority.

ARTICLE 26: LAYOFF/RECALL (cont'd)

- j. A teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
- (1) the teacher resigns;
 - (2) the teacher is employed by another school division as a full time teacher on a Form 2, or equivalent full time contract, approved by the Minister, except those teachers who are employed full time on such a contract for a limited term not to exceed one (1) year;
 - (3) the teacher fails to return to work after the termination of any leave granted by the Division;
 - (4) the teacher is not re-employed within one (1) calendar year after September 30th following the date of layoff;
 - (5) the teacher's contract is terminated for cause;
 - (6) any teacher on the re-employment list who refuses to accept a position, determined by the Division, for which the teacher has the necessary training and/or academic qualifications and/or experience and/or ability to perform the work offered, shall forfeit all right of seniority and re-employment subject to the exception contained in j(2) hereof. In circumstances as outlined in j(2) of this article, refusal to accept employment shall forfeit all claims to the position offered.
- k. If the Division terminates the contract of any teacher because that teacher is surplus, the Division shall, at the request of the teacher, provide the teacher with a letter to that effect.
- l. Notwithstanding any other provisions of this article, the foregoing layoff 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 the 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 Division. In case of layoff, these teachers will be declared redundant first.

ARTICLE 27: PREPARATION TIME

- a) The Division recognizes the value of preparation time.
- b) Preparation time shall be provided for teachers where reasonably possible.
- c) A reduction of preparation time or a loss of preparation time may take place only after consultation with the affected teacher.

ARTICLE 28: EXTRA CURRICULAR ACTIVITIES

- a) “Extra curricular activities” for the purpose of this collective agreement means student-related athletic, social, recreational and cultural activities, occurring with the written approval of school administration outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.
- b) The parties acknowledge the importance of extra curricular activities as an integral part of each student’s educational experience.
- c) An eligible extra curricular activity is an activity which has received prior approval from the school principal.
- d) In any school year (as per the Minister of Education, Citizenship and Youth’s definition), a teacher shall be entitled to a paid leave of absence of one (1) day provided that he or she performs fifty (50) hours of eligible extra curricular duties during a school year.
- e) A teacher who accumulates at least fifty (50) hours under clause (d) and where such fifty (50) hours are not accumulated until after April 30th, shall be entitled to use the day of leave in the subsequent school year.

ARTICLE 29: SICK LEAVE

- a) Where a teacher is sick, he/she shall, subject to subsection (b), be entitled to sick leave during this sickness and to be paid his/her salary during his/her sick leave; but subject to subsection (c), the leave shall not exceed twenty (20) teaching days in any school year.
- b) The Division may require that the sickness be certified by a physician or duly qualified medical practitioner.
- c) 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) days in the second (2nd) year
 - sixty (60) days in the third (3rd) year
 - eighty (80) days in the fourth (4th) year
 - one hundred (100) days in the fifth (5th) and subsequent years;
 - one hundred–ten (110) days in the fifth (5th) and subsequent years, effective June 30, 2005.
- d) The amount of sick leave benefits payable to any teacher hereunder shall be reduced by the amount of any compensation or other similar benefits received by such teacher as a result of any illness or injury sustained by such teacher while he or she was engaged in any employment outside of teaching.

ARTICLE 29: SICK LEAVE (cont'd)**e) FAMILY LEAVE**

Each teacher shall be entitled to use up to three (3) days of accumulated sick leave per school year to attend to the illness, injury or medical appointments of his or her immediate family including spouse, children, or parents of the teacher or spouse. Where such cases occur, and both parents of a particular child are teachers within the scope of this Agreement, both parents may not access the provision of this article concurrently. Every effort shall be made to schedule medical appointments outside of school hours. (Effective date of signing)

ARTICLE 30: COMPASSIONATE LEAVE

- a) Each teacher shall be entitled to compassionate leave without loss of salary up to four (4) days in case of death or serious illness of any member of his or her immediate or closely related family, that is: son, daughter, father, mother, husband or wife and up to three (3) days in case of death or serious illness of any member of his or her immediate or closely related family, that is: grandfather, father-in-law, grandmother, mother-in-law, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, or grandchild.
- b) Serious illness will be defined as any illness requiring the services of a doctor or a hospital or an emergency basis. Written certification of such a service will be required to verify the absence. The intent of this article is not to grant compassionate leave for scheduled doctor's appointments.
- c) The Division at its discretion may grant leave beyond the three (3) or four (4) days and may grant leave for family situations not listed above. In each case, the teacher shall notify the Superintendent and/or Principal prior to taking such leave.

ARTICLE 31: PATERNITY LEAVE

Paternity leave of two (2) days without loss of pay shall be granted to any teacher on the birth of his child. One (1) of these two (2) days shall be on the day of the birth of the child.

ARTICLE 32: ADOPTIVE LEAVE

A teacher shall be granted one (1) day of leave without loss of pay for the adoption of a child. This leave may be taken within the first two (2) weeks of actual placement of the adopted child in the home of the teacher.

**ARTICLE 33: MATERNITY, PARENTAL AND ADOPTIVE LEAVE AND
SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFIT
PLAN(SEB)**

- a. Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this article.
- b. Every teacher shall be entitled to unpaid parental leave.
- c. Except as otherwise provided herein, the Manitoba Employment Standards Code will apply.
- d. 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.
- e. A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of the 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.
- f. In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
 1. For the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and
 2. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of her gross salary.
- g. A teacher taking adoptive leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental 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.

ARTICLE 33: MATERNITY, PARENTAL AND ADOPTIVE LEAVE AND SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFIT PLAN(SEB) (cont'd)

- h. In respect of the period of adoptive leave, payments made according to the SUB Plan will consist of the following:
1. For the first two (2) weeks, payment equivalent to ninety percent (90%) of gross salary, and
 2. Up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.

ARTICLE 34: LEAVE OF ABSENCE

- a) Any teacher may be granted, upon the teacher's request and approval by the Division, a leave of absence without pay. All applications for such leave shall be submitted to the Superintendent.
- b) During the leave, the teacher may continue participation in group benefits, if permissible under the benefit plans, and shall pay one hundred percent (100%) of the premiums.

ARTICLE 35: PERSONAL LEAVE

A total of up to three (3) days of personal leave shall be granted by the Superintendent for warranted personal reasons. There shall be no deduction from the teacher's salary for the first (1st) day taken in any school year; however, the second (2nd) and third (3rd) day, if taken, shall be a deduction of the actual cost of a substitute if required. Additional days of leave with or without pay may be granted at the discretion of the Division.

ARTICLE 36: JURY DUTY

Any teacher employed by the Division, subpoenaed to appear as a witness in court proceedings or summoned for jury duty, shall be paid his or her regular salary, minus those payments (other than those for food, travel or room) from the court.

ARTICLE 37: SABBATICAL LEAVE

- a) A teacher may, at the discretion of the Division, be granted a one (1) year sabbatical leave for study only.
- b) The amount of the bursary shall be determined by the Division in consultation with the candidate.
- c) Sabbatical leave shall not constitute a break in tenure but shall not count as a year of experience for the purpose of increments.

ARTICLE 37: SABBATICAL LEAVE (cont'd)

- d) Application of each teacher shall be considered on its own merits and the final decision rests with the Division.
- e) The teacher must return to the Division for at least two (2) years or repay the money on a pro-rata basis.
- f) All applications for sabbatical leave shall be submitted by March 1st with full particulars as to how the leave is to be spent.
- g) Approval or denial of such leave by the Division shall be given prior to April 1st of the same year.

ARTICLE 38: EXECUTIVE LEAVE

A teacher being a member of the Manitoba Teachers' Society Executive Committee or of the Executive Committee of any branch thereof, or any special committee of the Society, or being appointed an official representative or delegate of the Society, or any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee for which the teacher is a member, or to act as a representative or delegate, shall be excused from school duties for either purpose or both purposes for not more than a total of six (6) teaching days in any one (1) school year, provided that a substitute satisfactory to the Division can be secured, and the cost of providing such a substitute is assumed by the Society. A maximum of forty (40) days in total may be taken for the purposes mentioned above during any school year by members of the Association. No additional leave of absence beyond forty (40) days in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Division, which consent shall not be unreasonably withheld. In all cases the teacher shall notify the Division ten (10) working days prior to taking such leave, wherever possible.

ARTICLE 39: LOCAL ASSOCIATION PRESIDENT'S RELEASE

The Division shall provide scheduled release time in an amount of up to twenty-five percent (25%) to the President of the Association. The Association agrees to advise the division of the individual serving as President prior to the staffing of schools for the Fall Term so that adequate scheduling can be made. In addition, the President of the Association shall be excused from school duties for not more than a total of ten (10) teaching days in any one (1) school year. Costs related to President's Release time and the additional ten (10) days shall be paid for by the Association.

LETTER OF UNDERSTANDING

BETWEEN

**THE RED RIVER VALLEY SCHOOL DIVISION
AND
THE RED RIVER VALLEY TEACHERS' ASSOCIATION**

The above parties agree that Article 11, Multi Grade Allowance, of the Red River Collective Agreement will be in force only for those teachers who are employed with St. Malo, Heritage Immersion, Suncrest Schools.

This Letter of Understanding shall be in effect for the term of this collective agreement and until the agreement is replaced by a new agreement.

Dated this _____ day of _____, 200____.

For The Association

For The Board

MEMORANDUM OF AGREEMENT

BETWEEN

**THE RED RIVER VALLEY SCHOOL DIVISION
AND
THE RED RIVER VALLEY TEACHERS' ASSOCIATION**

RE: DUTY FREE LUNCH

The Red River Valley School Division and the Red River Valley Teachers' Association hereby agree that in order to accommodate schools where for warranted reasons a reduction in the school day is required, the fifty-five (55) minute requirement as set out in Article 24 shall be reduced to an amount that would be proportionate to the shorter school day.

For Red River Valley School Division

For Red River Valley Teachers' Association

Chairperson

President

Secretary Treasurer

Collective Bargaining Chairperson

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RED RIVER VALLEY SCHOOL DIVISION
AND
THE RED RIVER VALLEY TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

The parties agree to the following application rules, terms and conditions clarifying the Maternity Leave Supplemental Unemployment Benefit Plan per Article 33

1. The maternity leave period which is eligible for payment under this article is the first seventeen (17) weeks (the two (2) week waiting period and the next immediate fifteen (15) weeks).
2. Where any portion of the seventeen (17) weeks referenced in (1) above falls during the summer, Christmas break, Spring break, or any other period for when the teacher is not earning her salary, that portion of the maternity leave period does not qualify the teacher to receive maternity leave benefits pursuant to Article 33.
3. A specific application or registration for a Supplemental Unemployment Benefits Plan is not required. The only requirement from Human Resources Development Canada is that the comments section of the Record of Employment confirming that section 38 of the Employment Insurance Regulations are met.
4. Subject to the qualifying period, as set out in paragraph (6), where a teacher had commenced her maternity leave prior to May 1, 2002 and a portion of the first seventeen (17) week falls after the start of the fall term 2002, the teacher shall be entitled to receive the paid maternity leave benefit for the portion (if any) of the first seventeen (17) weeks of maternity leave which falls after the start of the fall term 2002.
5. Teachers must be under contract to the Division during the period when maternity leave benefits may be paid by the Division in order to be eligible to receive those payments.
6. The qualifying period of seven (7) teaching months must be seven (7) consecutive teaching months in the employ of the Red River Valley School Division, as per the Manitoba Employment Standards legislation. The full seven (7) months qualifying period must be served in order to qualify for any maternity leave payment. For greater certainty, should a teacher fail to serve the full qualifying period prior to the start of the maternity leave, then that teacher shall be eligible to receive maternity leave benefits only for that portion of the seventeen (17) weeks referenced in (1) above which occurs after the completion of the seven (7) month qualifying period.

MEMORANDUM OF UNDERSTANDING (continued)

- 7. The Division requires, from each of the teachers on maternity leave, a copy of the Statement of Finalized Employment Insurance Benefits in order to accurately calculate her entitlement. This is a document which the teacher should have received (or will receive) from Employment Insurance four (4) to six (6) weeks from the date that she applied for Employment Insurance Benefits. Should payments to teachers be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.

Entered into and dated at _____, Manitoba, this _____ day of _____.

Signed and agreed to on behalf of the Red River Valley School Division.

Chairperson of the Division

Secretary Treasurer

Signed and agreed to on behalf of the Red River Valley Teachers' Association of the Manitoba Teachers' Society.

President

Collective Bargaining Chairman

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RED RIVER VALLEY SCHOOL DIVISION
AND
THE RED RIVER VALLEY TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

The Board and the Association agree to the following with regard to the Extended Health Benefit Plan, effective September 1st, 2003.

1. The Board shall administer The Manitoba Teachers' Society Extended Health Benefit Plan in accordance with the terms and conditions of the Plan.
2. Except as noted in three (3) and four (4), all employees that are eligible under the terms of the plan shall be required to participate in the plan.
3. Where an employee provides evidence of coverage for Extended Health benefits through a spousal plan, such employee shall be eligible to opt out of this plan subject to the terms of this plan.
4. An employee who works less than 0.3 shall not be required to join the plan.

Signed and agreed on behalf of:

Red River Valley School Division

Red River Valley Teachers' Association of
The Manitoba Teachers' Society

Chairperson

President

Secretary- Treasurer

Collective Bargaining Chairperson

C: MTS Staff Officer
MTS Benefits

APPENDIX B

THIS COLLATERAL DENTAL PLAN AGREEMENT made this ___ day of _____, 200__.

BETWEEN

**THE RED RIVER VALLEY SCHOOL DIVISION
(hereinafter referred to as the "DIVISION")**

OF THE FIRST PART,

-and-

**THE RED RIVER VALLEY TEACHERS' ASSOCIATION OF
THE MANITOBA TEACHERS' SOCIETY
(hereinafter referred to as the "Association")**

OF THE SECOND PART

WHEREAS pursuant to a certain collective agreement dated _____ made between the Division and the Association, the Division has agreed to participate in the administration of the MAST/MTS Dental Plan (the "Dental Plan") for all of the eligible employees (the "Employees") as described by the Trust Committee for the MAST/MTS Dental Plan (the "Committee") in the employ of the Division; and

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

WHEREAS pursuant to a certain agreement made between the Manitoba Association of School Trustees, the Manitoba Teachers' Society and the Committee, a copy of which is annexed hereto as Schedule "A", the Committee is responsible for the formulation, implementation and operation of the Dental Plan.

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

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Dental Plan shall be as formulated by the Committee.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Dental Plan stipulated by the Committee and/or by the insurer appointed by the Committee to administer the Dental Plan.

4. The Division shall make the following payments:
- a) Subject to paragraph (b) which follows, for 2003/2004 the Division shall pay monthly ninety-seven dollars and sixty-five cents (\$97.65) on behalf of each Employee in respect to the Dental Plan, said ninety-seven dollars and sixty-five cents (\$97.65) being the monthly rate for family coverage. Such payments shall be made to the Committee or to such party as the Trustees shall designate in writing.
 - b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Dental Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee's spouse having a dental plan, as the case may be, the Division shall pay to the employee the difference in the monthly rate between family coverage and the coverage elected by the Employee.
 - c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph four (4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
5. It is understood and agreed by the Association that any Employees employed on or after the effective date of the implementation of the Dental Plan shall be required to participate in the Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
6. This Agreement may be terminated by either of the parties hereto effective the first (1st) day of September of a particular calendar year provided that not less than twelve (12) monthly written notice of such termination is given by the party terminating this Agreement to the other party hereto.
7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:
- To the Division:
- To the Association:
- and if mailed as aforesaid, shall be deemed to have been given on the fifth (5th) business day next following that upon which the letter containing such notice was posted.
8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.

9. This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns.

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

THE RED RIVER VALLEY SCHOOL DIVISION

Chairperson

Secretary-Treasurer

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

President

Collective Bargaining Chairperson