

2003 – 2006

AGREEMENT BETWEEN

PARK WEST SCHOOL DIVISION

AND

PARK WEST TEACHERS ASSOCIATION

OF THE

MANITOBA TEACHERS' SOCIETY

13594(01)

TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
ARTICLE 1 – PURPOSE.....	3
ARTICLE 2 – EFFECTIVE PERIOD.....	3
ARTICLE 3 – SALARY/ALLOWANCES.....	3
3.01 Classification.....	3
3.02 Basic Schedule.....	3
3.03 Anniversary Dates For Increments.....	4
3.04 Change in Classification.....	5
3.05 Staff Placement.....	5
3.06 Part Time Teachers.....	5
3.07 Administration Allowance.....	6
3.08 Substitute Teachers.....	8
3.09 Interest on Retroactive Pay.....	8
3.10 Payment of Salaries.....	8
3.11 Deduction Of Professional Fees.....	9
3.12 Allowance For Courses Not Leading to a Degree.....	9
3.13 Per Diem Salary Rate.....	10
ARTICLE 4 – BENEFIT PLANS.....	10
4.01 Insurance Plans.....	10
4.02 Manitoba Teachers' Society Disability Plan.....	11
4.03 Extended Health Care.....	11
4.04 Dental Plan.....	12
4.05 Deferred Salary Leave Plan.....	12
ARTICLE 5 – LEAVES.....	12
5.01 Sick Leave.....	12
5.02 Compassionate Leave.....	13
5.03 Family Medical Leave.....	13
5.04 Personal Leave.....	13
5.05 Sabbatical Leave.....	14
5.06 Parenting Leave.....	15
5.07 Birth/Adoptive Leave.....	16
5.08 Witness and Jury Duty.....	17
5.09 MTS Activities.....	17
5.10 Leave Without Pay.....	18
5.11 Special Leave.....	18
ARTICLE 6 – EXTRA CURRICULAR.....	18
ARTICLE 7 – NOON HOUR.....	19

ARTICLE 8 – FREEDOM FROM VIOLENCE.....19
ARTICLE 9 - LAYOFF19
ARTICLE 10 - SETTLEMENT OF DISPUTES.....23
ARTICLE 11 – HIRING.....23
ARTICLE 12 – TRANSFERS.....24
ARTICLE 13 –*CONTACTTIME.....24
ARTICLE 14 – LIMITED TERM TEACHER-GENERAL CONTRACTS.....24
ARTICLE 15 –SEXUAL HARASSMENT.....25
ARTICLE 16 – INTERPRETATION.....25

ARTICLE 1 – PURPOSE

It is the intent and purpose of this collective agreement between the Park West School Division and the Park West Teachers' Association to set out a specific salary schedule and other conditions of employment resulting from the operation of the said schedule.

ARTICLE 2 – EFFECTIVE PERIOD

This agreement shall come into force **and** take effect from the first day of July 2003, and shall remain in force until June 30, 2006. Thereafter it shall remain in force unless either party gives the other written notice **by** registered mail of a desire to terminate or amend this agreement. This notice shall be given not less than thirty (30) days prior to the expiration date of the collective agreement.

ARTICLE 3 – SALARY/ALLOWANCES

3.01 Classification

For the purpose of the salary schedule, teachers shall be classified and placed on the salary scale according to the classification and years of experience as set forth by Manitoba Regulation 515/88, a regulation under the Education Administration Act and subsequent amendments.

3.02 Basic Schedule

Effective July 1, 2003

<u>Increment</u>	<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	25,923	28,564	31,974	38,226	40,913	43,705	45,398
1	27,273	30,109	33,657	40,635	43,433	46,051	47,822
2	28,625	31,657	35,339	43,043	45,952	48,398	50,246
3	29,975	33,204	37,021	45,451	48,473	50,740	52,670
4	31,324	34,751	38,701	47,859	50,992	53,084	55,095
5	32,676	36,293	40,384	50,267	53,512	55,497	57,519
6	34,016	37,838	42,063	52,676	56,031	57,769	59,943
7		39,382	43,746	55,084	58,550	60,113	62,368
8			45,434	57,493	61,071	62,460	64,791
9				59,903	63,592	64,800	67,216
10						67,116	69,639

ARTICLE 3 - SALARY/ALLOWANCES (cont'd)

3.02 Basic Schedule (cont'd)

Effective July 1, 2004

<u>Increment</u>	<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	26,701	29,421	32,934	39,373	42,140	45,016	46,760
1	28,092	31,012	34,667	41,854	44,736	47,433	49,257
2	29,483	32,607	36,399	44,334	47,331	49,850	51,754
3	30,874	34,200	38,132	46,814	49,927	52,262	54,250
4	32,264	35,794	39,862	49,295	52,522	54,677	56,748
5	33,656	37,382	41,596	51,775	55,117	57,162	59,245
6	35,036	38,973	43,325	54,257	57,712	59,502	61,741
7		40,564	45,059	56,737	60,307	61,916	64,239
8			46,797	59,217	62,903	64,334	66,735
9				61,700	65,500	66,744	69,232
10						69,129	71,729

Effective July 1, 2005

<u>Increment</u>	<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	27,502	30,304	33,922	40,554	43,404	46,367	48,163
1	28,934	31,943	35,707	43,109	46,078	48,856	50,734
2	30,368	33,585	37,491	45,664	48,751	51,345	53,307
3	31,801	35,226	39,276	48,219	51,425	53,830	55,878
4	33,232	36,868	41,058	50,774	54,098	56,317	58,450
5	34,666	38,503	42,844	53,328	56,770	58,877	61,022
6	36,087	40,142	44,625	55,884	59,443	61,287	63,593
7		41,780	46,410	58,439	62,116	63,774	66,166
8			48,201	60,994	64,790	66,264	68,737
9				63,551	67,465	68,747	71,309
10						71,203	73,880

3.03 Anniversary Dates For Increments

The anniversary date for annual increments for teachers commencing employment with the Park West School Division shall be as follows:

- a) Teachers without previous experience or with full years experience entering the employment of the Division between the 1st day of the fall term and December 31st in any year shall receive their first annual increment on the 1st day of the fall term following.
- b) Teachers without previous experience or with **full** years experience entering the employment of the Division between January 1st and June 30th in any year **shall** receive their first annual increment on January 1st following.

ARTICLE 3 - SALARY/ALLOWANCES (cont'd)

3.03 Anniversary Dates For Increments (cont'd)

- c) Teachers with partial year experience entering the employment of the Division between the 1st day of the fall term and December 31st in any year shall receive their next annual increment on January 1st next if by December 31st they have one year's experience in accordance with provincial regulation, otherwise they shall receive their next annual increment on the 1st day of the fall term next.
- d) Teachers with partial years experience entering the employment of the Division between January 1st and June 30th in any year shall receive their next annual increment on 1st day of the fall term next if **by** June 30th they have one year's experience in accordance with provincial regulation, otherwise they shall receive their next annual increment on January 1st next.

3.04 Change in Classification

The onus **is** on the teacher to give notice to the Division as soon as possible after credit has been obtained for change in classification. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Professional Section of the Administration and Professional Certification Branch of Manitoba Education. The salary change for increased qualifications shall become effective from the beginning of the month following the receipt of the confirmation of the increased qualifications from the Professional Section of the Administration and Professional Certification Branch of Manitoba Education.

3.05 Staff Placement

Teachers already on staff shall be given full credit for previous experience on the Park West Division staff plus credit for previous experience as provided in 3.03 above. **No** teacher at present on the Park West staff shall suffer a reduction in salary according to Article 3.01, 3.02 and 3.03.

3.06 Part Time Teachers

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

- a) be paid according to their classification and years **of** experience as established in Article 3.01 and 3.02.
- b) be paid on a rate based **on** the fraction of the time employed.

ARTICLE 3 - SALARY/ALLOWANCES (cont'd)

3.06 Part Time Teachers (cont'd)

- c) Increments — the service of a part time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year. Whenever a part-time teacher's accumulated service equals the equivalent of one full year or more, that teacher shall be reclassified to the next higher step of the schedule, on September 1st or January 1st next, whichever occurs first.
- d) Part time teachers shall participate in activities during the regular school day when requested by the employer. Part time teachers shall receive a pro-rata portion of the per diem rate for time spent over and above their regularly scheduled teaching time during the school day.

3.07 Administration Allowance

a) Principals:

A principal shall be paid a base administrative allowance of:

Effective July 1, 2003	3,834.60
Effective July 1, 2004	3,949.64
Effective July 1, 2005	4,068.12

In addition to the base allowance, a principal shall receive a per teacher allowance of:

Effective July 1, 2003	553.79
Effective July 1, 2004	570.40
Effective July 1, 2005	587.52

for each full time equivalent teacher in excess of 5, to a maximum of:

Effective July 1, 2003	11,590.33
Effective July 1, 2004	11,938.04
Effective July 1, 2005	12,296.18

The principal shall not be classified as a teacher for the above calculation.

In a school with more than 25 teachers, the principal shall be entitled to two additional increments of:

Effective July 1, 2003	424.36
Effective July 1, 2004	437.09
Effective July 1, 2005	450.20

These increments are to be earned as follows:

Effective July 1, 2003	424.36
Effective July 1, 2004	437.09
Effective July 1, 2005	450.20

for each successive year of administrative experience in the Division.

ARTICLE 3 - SALARY/ALLOWANCES (cont'd)

3.07 Administration Allowance (cont'd)

b) Vice-Principals:

A vice-principal shall be paid an administrative allowance equal to one half the principal's allowance. In a school with more than 25 teachers he/she shall be entitled to two additional increments. These increments are to be earned as follows:

Effective July 1, 2003	212.18
Effective July 1, 2004	218.55
Effective July 1, 2005	225.10

for each successive year of administrative experience in the Division.

c) Acting-Principals:

For each school building, a teacher shall be appointed by the Board to act as a principal during the absence of the principal and vice-principal.

An acting principal appointed by the Board shall be paid an allowance equal to the Principal's per diem administrative allowance or:

Effective July 1, 2003	30.07
Effective July 1, 2004	30.97
Effective July 1, 2005	31.90

whichever is greater for each day that he/she is appointed.

d) Coordinators:

A certified teacher, employed as coordinator, shall be paid in addition to the salary afforded by the salary schedule an allowance determined as follows:

Effective July 1, 2003

Year One	Year Two	Year Three	Year Four
3,713.15	4,243.60	4,774.05	5,304.50

Effective July 1, 2004

Year One	Year Two	Year Three	Year Four
3,824.54	4,370.91	4,917.27	5,463.64

Effective July 1, 2005

Year One	Year Two	Year Three	Year Four
3,939.28	4,502.04	5,064.79	5,627.54

Coordinators employed on a part-time basis shall have the allowance paid on a prorated basis in accordance with the percentage of time employed.

ARTICLE 3 - SALARY/ALLOWANCES (cont'd)

3.08 Substitute Teachers

Effective September 1, 2005, substitute teachers shall be paid at the negotiated rate of:

Certified: 114.77
Uncertified: 92.9 ■

- a) If the substitute teacher is employed on a day-to-day basis and the period of employment extends beyond five consecutive teaching days, the teacher shall be paid at a rate under the salary schedule in accordance with his/her qualifications and experience beyond the fifth day.
- b) If the teacher is hired to substitute for a period known to exceed five consecutive days the teacher shall be paid at a rate under the salary schedule in accordance with his/her qualifications and experience from the first day of employment.
- c) Substitutes called into work will be paid a minimum of one-half (1/2) day at the appropriate rate of pay.

All of the above rates are inclusive of vacation pay.

3.09 Interest on Retroactive Pay

The Board shall pay interest on the gross amount of any retroactive pay increase to all employees covered by this agreement at the average Royal Bank of Canada prime rate minus one-half percent, calculated and commencing from the first day of the fall term 2003 to the date of the retroactive payment.

3.10 Payment of Salaries

- a) All Teachers will be paid in twelve (12) equal monthly payments, these payments to be received on or before the last teaching Friday of each month. Payments for June, July and August shall be paid in one deposit at the close of school in June.
- b) Teachers will receive payment by automatic deposit into the financial institution they set up with the Division, at the start of such payment.

ARTICLE 3 - SALARY/ALLOWANCES (cont'd)

3. Deduction Of Professional Fees

a) Manitoba Teachers' Society Deduction

The teacher's annual fees to The Manitoba Teachers' Society shall be deducted in ten (10) equal installments, not including the months of July and August from their monthly salary deposits and shall be remitted monthly to The Manitoba Teachers' Society Office.

b) Association Rights

The annual dues of the Park West Teachers' Association shall be deducted from the salary of all members of the Park West Teachers' Association and forwarded to the Association Treasurer. The Association shall notify, in writing, the Division Secretary Treasurer, the amount of the dues to be deducted, one month prior to the date the dues are to be deducted.

In consideration of the Division making the compulsory check-off of Association dues as herein provided, the Association agrees to and does hereby indemnify and save the Division harmless of all claims, demands, actions and the proceeding of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check-off of Association dues provided for in this article.

c) E.I. Rebate

Should the Division become eligible for a reduction in premiums under the Employment Insurance Act, the teachers' 5/12 share of the premium reduction will be remitted twice yearly (at the conclusion of the Spring and Fall terms) to the Treasurer of the Association.

3.12 Allowance For Courses Not Leading to a Degree

A teacher will be paid:

Effective July 1, 2003	26.52
Effective July 1, 2004	27.32
Effective July 1, 2005	28.14

per week up to a maximum of:

Effective July 1, 2003	106.09
Effective July 1, 2004	109.27
Effective July 1, 2005	112.55

ARTICLE 3 - SALARY/ALLOWANCES (cont'd)

3.12 Allowance For Courses Not Leading to a Degree (cont'd)

in any one year for attending and successfully completing one or more professional courses, where such course or courses have been approved or endorsed by Manitoba Education and/or the Manitoba Teachers' Society and has received prior approval from the Board. Professional courses are described as those educational courses which do not give credit towards a recognized degree or a permanent certificate. Teachers receiving benefits under this provision must remain on staff for the next school year or refund the remuneration received, to the Division. Approval of the Board shall be granted unless it can reasonably conclude that such a course or courses would be redundant, undesirable, or unlikely to add to the qualifications of the teacher applying for financial assistance.

3.13 Per Diem Salary Rate

Whenever in this agreement deduction of salary during a leave of absence or payment of salary is to be made at the per diem rate, the amount of the deduction or payment shall be calculated in accordance with the appropriate formula set out below:

Payment at Per Diem Rate:

$$\frac{\text{No. of days for which payment is due}}{\text{No. of days in the school year as defined by the Minister of Education}} \times \text{Teachers' current annual salary}$$

ARTICLE 4 – BENEFIT PLANS

Refer to attached Letter of Understanding.

4.01 Insurance Plans

a) Group Term Life Insurance

As a condition of continuing employment, all teachers employed by the Park West School Division will be enrolled in the term life program insured by Blue Cross Life Insurance Company, Policy #40405, Every teacher will be insured for 5 times annual salary to a maximum of \$350,000 and one half (1/2) of the annual premium will be paid by the Park West School Division. The effective period of this insurance will be from September 1st to August 31st during the teacher's term of employment by the Park West School Division.

ARTICLE 4 – BENEFIT PLANS (cont'd)

4.01 Insurance Plans (cont'd)

b) Accidental Death and Dismemberment Insurance

As a condition of continuing employment, all teachers employed by the Park West School Division will be enrolled in the Accidental Death and Dismemberment insurance, insured by Citidal Assurance Policy #922 1769. Every teacher will be insured for 5 times annual salary to a maximum of \$350,000 and one half (1/2) of the annual premium will be paid by the Park West School Division. The effective period of this insurance will be from September 1st to August 31st during the teacher's term of employment by the Park West School Division.

All teachers not enrolled in the above named plan will be enrolled within one month of the signing of this collective agreement.

4.02 Manitoba Teachers' Society Disability Plan

All teachers hired by the Park West School Division shall be enrolled in the Manitoba Teachers' Society Disability Benefits Plan and shall continue to participate in the Plan as long as the Board continues to employ them. Premiums for this Plan will be paid by the teachers. The Park West School Division shall deduct premiums and remit them to the Manitoba Teachers' Society Disability Benefits Plan as required by the Plan Administrator. Park West School Division agrees to provide notification to the Plan regarding potential claims and to complete the required documentation for teacher claims, in accordance with the requirement of the Plan.

4.03 Extended Health Care

The Board will administer the Manitoba Blue Cross Extended Health Care Plan Group # 5654 in accordance with the terms and conditions of the Plan. The administration of the Plan will include:

- a) enrollment of eligible teachers; and
- b) deduction and remittance of premiums in accordance with the terms and conditions of the Plan; and
- c) distribution of plan booklets, claim forms, and communication material regarding the Plan.

ARTICLE 4 – BENEFIT PLANS (cont'd)

4.04 Dental Plan

The Association proposes that the Division continue to administer the Dental Plan for teachers in the former Birdtail River Teachers' Association and the Pelly Trail Teachers' Association who are currently eligible to participate in that Plan. This will require that the appropriate wording be inserted into the collective agreement, and in addition, will require the signing of a revised Collateral and Side Agreement between the parties. It should be noted that this arrangement may be discontinued at any time during the next 24 months.

4.05 Deferred Salary Leave Plan

The Division shall administer a Deferred Salary Leave Plan for the Park West Teachers' Association of the Manitoba Teachers' Society.

ARTICLE 5 – LEAVES

5.01 Sick Leave

- a) Where a teacher is sick he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during his/her sick leave, but subject to (b) below the leave shall not exceed 20 days in any given year.
- b) Where the employment of a teacher is continued for more than one (1) year the unused portion of sick leave in any year shall be carried forward and accumulate from year to year to a maximum of:
 - 40 days in the second year.
 - 60 days in the third year.
 - 80 days in the fourth year.
 - 100 days in the fifth year.
 - 115 days in the sixth year.
- c) In any school year where a teacher has exhausted all accumulated sick leave, the Board shall advance up to twenty (20) days sick leave. If said teacher thereafter terminates employment, any sick leave advanced and used but not subsequently accumulated as an entitlement in accordance with 5.01 (b) shall be reimbursed to the Division.
- d) A part time teacher is entitled to a pro-rata share of twenty (20) days sick leave per year and the principal of accumulation, and the total to be accumulated, applies as to full-time teachers. *(Division to provide letter showing example of calculation of part time sick day accumulation).*
- e) Sick leave shall not continue to accrue while on any leave of absence without pay.

ARTICLE 5 – LEAVES (cont'd)

5.02 Compassionate Leave

In the event of death or serious illness, a teacher shall be allowed the following bereavement leave plus additional time at the discretion of the Board:

- a) for immediate family (spouse/common-law partner, child, parents of the teacher or spouse) – five (5) days
- b) for brother, sister, grandparents, grand children, brother and sister-in-laws –three (3) days

Upon request each teacher shall be allowed compassionate leave without loss of salary of up to one day to attend a funeral to act as a pallbearer.

The Board recognizes that situations may arise where additional leave of absence may be required for other relatives and close friends. In such cases the Board will consider the request of the teacher on application of the teacher in writing.

5.03 Family Medical Leave

Each Teacher shall be entitled to use up to three (3) days of sick leave per school year to attend to the illness, injury or medical appointments of his or her immediate family including the 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.

5.04 Personal Leave

A teacher shall be entitled to two (2) days personal leave of absence within each school year subject to approval of the principal with regard to the delivery of the educational program to the students. Both days shall be with no deduction in salary. Such leave must be requested at least two (2) teaching days in advance of the projected date of absence. In cases of emergency, however, the teacher may request that the two (2) day notice be waived through approval of the Superintendent.

Personal Leave will be taken as a full teaching day regardless of FTE (full time equivalent percentage) that a teacher is assigned. For example, a teacher who works .75 FTE is entitled to two days of personal leave worth .75 each day.

ARTICLE 5 – LEAVES (cont'd)

For the purposes of this clause “the delivery of the educational program to the students” is defined by the parties to mean the operational requirements of the school.

5.05 Sabbatical Leave

After having taught **two (2)** years within the Park West School Division, a teacher may be granted sabbatical leave for the purpose of study subject to the following conditions:

- a) The teacher be given a leave of absence for one year.
- b) To a teacher granted such leave of absence, and in lieu of any salary, the Board will pay:
1/3 scheduled salary to a teacher with **two** years experience within the Division; 1/2 scheduled salary to a teacher with five years experience within the Division; 2/3 scheduled salary to a teacher with seven years experience within the Division;
OR
\$3,000.00 whichever is greater.
- c) Payment of this allowance is to be made in one lump sum in January upon written proof of full time registration at a university.
- d) A teacher receiving sabbatical leave shall sign an agreement to return to his or her teaching duties for the opening of the new school year immediately following the expiration ~~of~~ the said leave and shall further undertake not to resign or retire from the service of the Board for a period of at least **two** years after said return. Failure to comply with this agreement will require that the said teacher reimburse the Board on a pro-rata basis.
- e) Application for the above mentioned leave shall be filed with the Superintendent not later than the first day of April of the school year immediately preceding that for which leave is desired.
- f) An applicant must have at least Class 2 standing.
- g) The recipient of such leave does not lose tenure.
- h) The recipient of the above mentioned assistance shall **b** covered by Article 4.01 and 4.02.

ARTICLE 5 – LEAVES (cont'd)

5.06 Parenting Leave

- a) Parenting Leave consists of Maternity Leave and Parenting Leave, Parenting Leave includes Paternity and Adoptive Leave.
- b) Every employee covered by the Collective Agreement shall be entitled to Parental and/or Maternity Leave. Leaves for maternity or adoptive purposes shall be in accordance with the Employment Standards Code of the Province of Manitoba.
 - i. A teacher taking Maternity Leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from entitled to receive pay for the period of leave up to seventeen (17) weeks Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resource Development Canada.
 - ii. In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
 - a. for the first two (2) weeks, payment equivalent to 90% of her gross salary, and
 - b. up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.
 - iii. A teacher taking Adoptive Leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan.
 - iv. In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the following:
 - a. for the first two weeks, payment equivalent to 90% of gross salary, and

ARTICLE 5 – LEAVES (cont'd)

5.06 Parenting Leave (cont'd)

- b. up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.
- c) To request leave, the employee shall make written application to the Division not later than four weeks before the leave is to commence. In the case of adoptive leave, the employee shall give as much notice as reasonably possible provided the Division has been kept up to date of the progress of the adoption proceedings.
- d) The conditions of maternity leave shall be determined to the mutual satisfaction of the employee and the Board.
- e) Following the mutual agreement by the employee and the Board on the conditions of the parenting leave to be taken, the Board will provide the teacher with a written memorandum of the agreement, including the statement that, at the termination of the leave, the employee will be reinstated in the position occupied by her/him at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- f) Where no agreement is reached between the employee and the Board pursuant to d), then the employee concerned shall be granted leave according to provisions in current legislation.
- g) For purposes of all benefits, parenting leave shall not constitute a break in employment.
- h) Nothing in the foregoing shall reduce the rights of the employee with respect to leave which is provided in current legislation.

5.07 Birth/Adoptive Leave

- a) **Upon** the birth of a **child**, the father of such child shall be allowed up to two (2) days of leave. The first day will be at no **loss** of salary to the teacher. For the second day, the teacher will be deducted the substitute rate. If the teacher takes two days they must be taken on consecutive teaching days.
- b) Upon the adoption of a child, the **teacher/parent** shall be allowed up to **two** (2) days of leave. The first day will be at no **loss** of salary to the teacher. For the second day, the teacher will be deducted the substitute rate. If the teacher takes **two** days they must be taken on consecutive teaching days.

ARTICLE 5 – LEAVES (cont'd)

5.08 Witness and Jury Duty

A teacher will be allowed leave of absence without **loss** of pay, when subpoenaed to appear as a witness in Court, or when selected a juror in a court case. Any remuneration awarded by the court, excluding food, lodging and transportation will be paid by the teacher to the Board, up to a maximum of the salary involved for the period in question.

5.09 MTS Activities

A teacher, being a member of the Manitoba Teachers' Society Executive Committee or of the Executive Committee of any branch thereof or of any special committee of the Society, or being appointed an official representative or delegate of the Society or any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee of which he/she is a member of to act as a representative or delegate of the Society in a matter of Society business requiring absence from the school, shall have the right to attend such meeting or to act as such representative or delegate and shall be excused from school duties for either purposes or both purposes on not more than a total of seven (7) teaching days in any school year, provided that a substitute is assumed by the Society and shall not be a charge upon the Board concerned except that the President of the local MTS branch may be granted up to an additional five (5) days of such leave. Any additional leave shall require the consent and approval of the Board.

RE: Association Release Time

The Association shall, upon giving notice on or before April 30th, be entitled up to the equivalent of one half time (1/2) release position as determined by the Association to attend to Association business for the following school year.

There shall be no loss of benefits and the Association shall reimburse the Division for each release time member's salary, allowance where applicable, benefits and other costs related to each release time member's secondment.

On or before April 30th in the year of the secondment each release time member shall advise the C.E.O./Superintendent of Schools in writing of the member's intention to return at the commencement of the next school year.

A member employed by the Division who is elected to a release time position shall at the termination of the member's secondment return to the same position the member held prior to the leave or to a comparable position.

ARTICLE 5 – LEAVES (cont'd)

5.10 Leave Without Pay

Teachers in the Division may be granted a leave without pay upon application to the Board.

Such leave shall not constitute a break in tenure or loss of accumulated sick leave, but shall not count in calculating experience for increment purposes. Application for said leave to be submitted to the Board by April 1. The applicant must notify the Board of intention to return not later than March 31 of the calendar year in which return is intended. Upon return, said teacher will be assigned by the Board to a teaching position.

5.11 Special Leave

In all other cases of absence from teaching duties, for one or more days, other than leave granted under Articles 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, and 5.09 permission of the C.E.O./Superintendent must be obtained. The teacher shall be informed whether such leave shall be granted:

- a) with no deduction from the teacher's salary, or
- b) with the cost of the substitute teacher, where provided, deducted from the teacher's salary, or
- c) with a daily deduction of the teacher's per diem salary. Where the C.E.O./Superintendent refuses permission, he/she shall set out in writing such reasons for such refusal. The teacher shall have the right to appeal the refusal to the Park West School Division Board. Further, the refusal shall be subject to arbitration, pursuant to Article 10 of this collective agreement. The function of the Arbitration Board shall be to determine whether the reasons for the refusal are reasonable.

ARTICLE 6 – EXTRA CURRICULAR

Extra curricular activities means student-related athletic, social, recreational and cultural activities, occurring 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.

Where a teacher participates in extra curricular activities for 50 hours or more in any given school year he or she shall be granted one day of extra curricular leave. This time must be used no later than the end of the following school year. Extra curricular leave days gained under this section are limited to one day per school year.

ARTICLE 6 – EXTRA CURRICULAR (cont'd)

The extra curricular leave day will be granted to the teacher upon providing reasonable notice to the Superintendent and subject to the availability of a suitable substitute teacher. Teachers may not take this leave on any teacher in-service, parent-teacher day, administration day(s) or pupil evaluation days as designated by the school division or school. Further, extra curricular leave shall not be used to extend summer vacation, Christmas vacation and/or spring break. If the teacher does not use the extra curricular leave day, the teacher shall be paid the maximum per diem substitute rate in lieu.

ARTICLE 7 – NOON HOUR

Except in case of emergency or unforeseen similar circumstances, every teacher is entitled to and shall receive an uninterrupted meal period of a minimum of fifty-five (55) minutes between 11:00 a.m. and 2:00 p.m. daily.

Refer to attached Letter of Understanding.

ARTICLE 8 – FREEDOM FROM VIOLENCE

- a) The parties recognize the principle that all teachers should have a working environment free from physical violence, verbal abuse or the threat of physical assault and both parties shall make reasonable efforts to maintain this goal.
- b) This section is subject to The Public Schools Act and regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.
- c) Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.

ARTICLE 9 - LAYOFF

- a) Where it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not effect the necessary reduction in staff, the Board shall give first consideration to retaining teachers having the greatest seniority with the Board.
- b) Notwithstanding the foregoing, the Board shall have the right to disregard the seniority of any teacher in the event of a lay-off, if such teacher **does** not have the necessary training and/or academic qualifications and/or experience and/or ability for a specific teaching assignment.

ARTICLE 9 – LAYOFF (cont'd)

- c) Seniority for the purposes of this agreement is defined to mean the length of continuous teaching experience within the Division.
- d) Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of employment with the Division.
- e) Where teachers have the same seniority as defined in c) and d) above the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
- f) Where teachers have the same seniority as defined in c), d), and e) above the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
- g) If the length of teaching experience as defined in c), d), e), and f) are equal, the teacher to be declared surplus shall be determined by the Board.
- h) **A teacher will retain and accrue seniority if absent from work because of:**
 - i. illness or accident up to the maximum days accumulated under the provisions of the Collective Agreement;
 - ii. a leave of absence up to thirty (30) calendar days other than following sick leave per Article 9 I i);
 - iii. sabbatical leave;
 - iv. leave up to the amount of time specified under the provisions of the Employment Standards Code.
- i) **A teacher shall retain but not accrue seniority if the teacher is:**
 - i. on leave of absence in excess of thirty (30) calendar days;
 - ii. laid off for a period of time less than that set out in Article 9 J iv) hereof;
 - iii. absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the Collective Agreement;
 - iv. absent because the Board has granted more leave than required by the Employment Standards Code.
- j) **A teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:**
 - i. the teacher resigns;
 - ii. the teacher is employed by another school division as a full-time teacher on a Form 2, or 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 year;
 - iii. the teacher fails to return to work after the termination of any leave granted by the Board;
 - iv. the teacher is not re-employed within one (1) calendar year after September 30th following the date of layoff;

ARTICLE 9 – LAYOFF (cont'd)

- v. the teacher's contract **is** terminated for cause;
- vi. any teacher on the re-employment list who refuses to accept a position for which the Board has determined that the teacher has the necessary training, academic qualifications, experience and ability to perform the work in positions offered shall forfeit all right of seniority and re-employment subject to the exception contained in ii) hereof. In circumstances as outlined in Article 9 J ii) refusal to accept employment shall forfeit all claims to the position offered.

k) Definitions

- i. Training - Instruction received as preparation for the profession of teaching, which instruction leads to the development of a particular skill or proficiency with respect to a particular subject, **subjects** or programs.
- ii. Academic Qualification - Refers to the classification in which a teacher is placed by the Professional Section of the Administration & Professional Certification Branch of Manitoba Education.
- iii. Experience - The practical application of the training over a reasonably current **period** of time with respect to the particular subjects (including special subjects) or programs as may from time to time be approved and offered by the Division.
- iv. Ability - A teachers demonstrated skill and competence to satisfactory and proficiently perform a particular assignment after having acquired the necessary training and academic qualifications and reasonably current experience.

- l) In the event of an impending lay-off, the Board shall meet with the executive of the Association at least thirty-one (**31**) days prior to the notification of lay-off to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid-off and with a copy of the seniority list. The seniority list shall be posted in each school within five (**5**) calendar days of the meeting between the Board and the Association.

The seniority list shall contain the names of those teachers having the least seniority identified in sufficient numbers so that the number identified is equal to three times (3x) the number of teachers to be laid off or twenty (20) teachers whichever is greater.

The Association and the teacher shall be permitted a period of ten (10) teaching days after posting of such list to protest in writing to the Board any alleged omission or incorrect listing, but such protest shall be confined to errors in or changes occurring since the posting of the last seniority list.

ARTICLE 9 – LAYOFF (cont'd)

- m) Notice of lay-off and a copy of this clause shall be given to the teacher laid off by registered mail not later than November 1st for lay-off on December 31st and May 1st for lay-off on June 30th. It is understood that lay-offs will occur only on the aforementioned dates.

The teacher shall indicate, in writing, to the Board his/her wish to be placed on the recall list. Failure to provide a written indication to the Board by June 30 shall relieve the onus on the Board for that teacher's continued placement on the recall list.

- n) If after lay-offs have occurred and for a period of one (1) calendar year after the 30th day of September following the date of lay-off, positions become available teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the positions first, providing such teachers have the necessary training, academic qualifications, experience and ability for the position available. Seniority with the Board 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.

It shall be the responsibility of the teacher to report to the Board by registered mail 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. A teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this collective agreement, within six (6) days of the registered letter being received or within twenty (20) calendar days of the letter being sent, whichever occurs first, 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) calendar days following notification of his/her intent to return **unless** by mutual agreement.

- o) A teacher's accumulated sick leave credits will not **be** affected if the teacher is recalled.
- p) Notwithstanding any other provisions of this agreement, the foregoing lay-off provision shall not apply to a teacher continuously employed by the Board under an approved **form** of agreement for a full school year or **less, as** defined by the Minister by regulation, or to a teacher employed on a limited **term** contract not to exceed one (1) school year where during that term the teacher is employed on the express written understanding that the teacher's employment with the Board will cease at the end of such term, provided however, no teacher shall be laid off who has been employed by the Board under an approved form of agreement for more than one (1) full school year as defined by the Minister by regulation, where a teacher with a full school year or less of employment under an approved form of agreement or a limited term contract not to exceed one (1) school year has not

ARTICLE 9 – LAYOFF (cont'd)

been terminated, having regard to the necessary training, academic qualifications, experience and ability required for a specific teaching assignment of such teacher employed under a limited term contract or of a teacher continuously employed by the Board under an approved form of agreement for a full school year or less as defined by the Minister by regulation,

- q) If the Board terminates the contract of any teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.

ARTICLE 10 - SETTLEMENT OF DISPUTES

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 twenty (20) teaching days from the date when the Association takes up the matter 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 chairperson within the required seven (7) days either party may request the Manitoba Labour Board to appoint a chairperson. Except as herein provided, the Labour Relations Act shall apply.

ARTICLE 11 – HIRING

- a) When a full time teaching position becomes vacant within the Division, the right of first refusal shall be given to any part-time teacher who applies for that position and is already employed within the Division provided that the applicant from within the Division has equal or better training, academic qualifications and experience as compared to other applicants for the position from outside the Division. When more than one part-time teacher from the Division applies for a full time vacant position and the teachers have the necessary training, academic qualifications and experience to fill the position, the right of first refusal shall be given to the teacher having the greater seniority in accordance with Article 9.
- b) Notwithstanding clause a), if a vacancy arises in a full time teaching position during the school year, the Board shall have the right to fill the vacancy on a temporary basis for a term which does not exceed the balance of the school year. Thereafter, the Board shall comply with Clause a) in filling a vacant position.

ARTICLE 12 – TRANSFERS

- a) Teachers who are transferred from community to community within the Division, shall have their reasonable moving expenses paid, provided prior approval of costs is given by the Division.
- b) The Association recognizes the right of the Division to transfer teachers employed by the Division to schools under the jurisdiction of the Division.
- c) The Division shall exercise its discretion to transfer in a manner, which is fair and reasonable. The Division shall, wherever possible, consult with teachers who are being involuntarily transferred prior to making a final decision.
- d) In making transfer decisions, the Division shall consider the educational needs of the students, the administrative needs of the Division and those concerns raised by the teacher prior to making a decision. However, the Division shall be guided by the educational needs of the students and the administrative need of the Division.
- e) In the case of any teacher who is given notice of transfer following May 31st and wishes to resign before June 30th of that year, the Division agrees to accept the resignation, provided it is offered in writing within ten (10) teaching days of the notice of transfer.

ARTICLE 13 – CONTACT TIME

The parties agree that, as a general principle, mandatory student contact time performed by the teachers within the Division, whether such time is in a teaching, consultation or supervisory role shall not be increased during the term of this agreement. The Division shall make all reasonable efforts to assign contact time such that it shall generally be in keeping with the Divisional average for the appropriate level and shall make such assignments as equal and/or equitable as possible and/or practicable among teachers within applicable levels and functions. However, the parties also agree that the student contact time assigned in any particular school year to any individual teacher in any particular school may be greater or lesser than was the case during the previous school year. Any issue as to the reasonableness of particular assignments of contact time shall be subject to the grievance and arbitration provisions of to the Agreement.

ARTICLE 14 – LIMITED TERM TEACHER-GENERAL CONTRACTS

- a) Any teacher employed by the Division on a LIMITED TERM TEACHER-GENERAL CONTRACT for two (2) successive full school years shall, on employment for the third (3rd) consecutive school year, be assigned to a TEACHER-GENERAL CONTRACT and shall be entitled retroactively to seniority.

ARTICLE 14 – LIMITED TERM TEACHER GENERAL CONTRACTS (cont'd)

- b) Notwithstanding the foregoing, should the Division expect the teacher to **be** employed for a period of less than three (3) months, the Division may employ such teacher on a LIMITED TERM TEACHER-GENERAL CONTRACT.
- c) This clause is effective the first day of the collective agreement but affecting only those teachers who are employees on or after June 30, 2005.

ARTICLE 15 – 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 connection with the workplace. Allegations and investigations of sexual harassment shall be dealt with in confidence.


ARTICLE 16 – INTERPRETATION

Where the singular and feminine are used in this agreement, the same shall be construed as meaning the plural, or the masculine or the neuter where the context **so** admits or required and the converse shall hold as applicable.


It is agreed that under Section 408, Sub-section 1 of the Public Schools Act, each party shall accept its own responsibility for filing this agreement.

Dated at Birtle, Manitoba this 5TH day of APRIL, 2006

Signed and agreed on behalf of the Park West School Division.

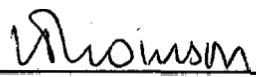


Chairperson




Secretary-Treasurer

Signed **and** agreed on behalf of the Park West Teachers' Association of the **Manitoba** Teachers' Society.



President



Secretary

Letter of Understanding

Between

**The Park West School Division
(hereinafter referred to as "the Division")**

and

**The Park West Teachers' Association of the Manitoba Teachers' Society
(hereinafter referred to as "the Association")**

Whereas the above named parties have agreed to the following through previous negotiations, but is not a complete Article of the contract.

Dental Plan: All employees of the Park West School Division who are enrolled in the Manitoba Blue Cross Dental Plan #6572 shall have their fees deducted automatically through the payroll department and remitted in a timely manner.

Signed the 5TH day of April, 2006.

For the Association

W. Morrison (Pres)

Sandy Masniuk (Secretary)

For the Division

Jean McElenment

[Signature]

Letter of Understanding

between

**The Park West School Division
(hereinafter referred to as "the Division")**

and

**The Park West Teachers' Association of the Manitoba Teachers' Society
(hereinafter referred to as The Association")**

Re: Agreement to waive the provision of Article 7 – Noon Hour for a minimum uninterrupted meal period of fifty-five (55) minutes at Major Pratt School and Hamiota Collegiate Institute

Preamble

The Division and the Association acknowledge that the length of both the instructional school day and the mid-day intermission at Major Pratt School in Russell and at Hamiota Collegiate Institute in Hamiota are currently shorter relative to all other schools in the Division and, furthermore this circumstance has arisen from the practice of the former Pelly Trail School Division and its successor, the Park West School Division. In consideration of the Association agreeing to waive the provision of Article 7 – Noon Hour for a minimum uninterrupted meal period of fifty-five (55) minutes for teachers assigned to Major Pratt School and Hamiota Collegiate Institute, the Division agrees that said teachers shall be expected to work a shortened instructional day in accordance with the provisions as outlined in the attached Schedule "A".

Agreement

The aforementioned parties agree that,

1. Notwithstanding the existing provisions of Article 7 – Noon Hour of the Collective Agreement effective July 1st, 2002 between the Division and the Association, the Association agrees to waive the obligation of the Division under Article 7 to provide teachers assigned to Major Pratt School and Hamiota Collegiate Institute with an uninterrupted meal period of a minimum of fifty-five (55) minutes, and in consideration thereof, the Division agrees to maintain a shorter instructional school day with a reduced uninterrupted meal period at Major Pratt School and Hamiota Collegiate Institute as per attached Schedule "A" effective date of signing.
2. Except for an uninterrupted meal period of a minimum of fifty-five (55) minutes in length, all of the other provisions under Article 7 – Noon Hour shall remain in effect for teachers assigned to Major Pratt School and Hamiota Collegiate Institute.

3. Unless there is prior agreement between the parties, in the event the Division acts to vary the instructional school day at Major Pratt School and/or Hamiota Collegiate Institute in any way that is different than the instructional school day outlined in the attached Schedule "A", the terms and conditions of this Letter of Understanding shall become null and void effective immediately and teachers assigned to Major Pratt School and/or Hamiota Collegiate Institute shall resume having an uninterrupted meal period of a minimum of fifty-five (55) minutes in length as per Article 7 of the Collective Agreement.
4. Either party may terminate this letter of understanding effective either on the first day of the Fall Term or the first day of the Spring Term in any school year. The party intending to terminate must provide written notice to the other party at least ninety (90) days prior to June 30th for termination effective on the following first day of the Fall Term or January 31st for termination effective on the following first day of the Spring Term. Upon the date of termination, the terms and conditions of this letter of understanding shall become null and void effective immediately and teachers assigned to Major Pratt School and Hamiota Collegiate Institute shall be entitled to an uninterrupted meal period of a minimum of fifty-five (55) minutes in length as per Article 7 of the Collective Agreement.
5. This agreement shall be attached to the Collective Agreement between the Association and the Division effective July 1st, 2003 and shall remain in effect until a new collective agreement is negotiated between the Association and the Division effective July 1st, 2006.

Signed the 5TH day of April, 2006.

For the Association

Johnson (pres)

Sandy Masniuk (Secretary)

For the Division

Jean Moberg
[Signature]

Schedule "A"

Major Pratt School

School Opening Bell:
Classes Begin Bell:
Noon Hour **Begins (K – 8):**
Noon Hour **Begins (S1 – S4):**
School Closes Bell:

Hamiota Collegiate Institute

School Opening Bell:
Classes Begin Bell:
Noon Hour **Begins (K – 8):**
Noon Hour **Begins (S1 – S4):**
School Closes Bell: