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2005 – 2007

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, 2005, and remain in force until June 30th, 2007. 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 instalments 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 instalments 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) Teachers employed less than 1.0 FTE shall pay full Association dues in two equal payments.
- e) In the case of a teacher hired after November 1st, full Association dues shall be deducted in one payment after the date of hire.
- 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 mutandis* 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

July 1, 2005: 3% plus \$400 on the salary scale

2005/06**Red River Valley School Division**

Yrs Ex	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	31828	35624	39973	40546	43200	45651	48247
1	33058	37084	41541	42806	45606	48131	50808
2	34285	38539	43107	45064	47993	50616	53365
3	35516	39999	44667	47322	50399	53097	55921
4		41454	46232	49581	52809	55580	58481
5			47798	51839	55220	58060	61039
6				54098	57627	60543	63598
7				56356	60039	63025	66156
8				58615	62450	65507	68716
9				60873	64856	67988	71272
10				63132	67262	70471	73831

July 1, 2006: 3%

2006/07**Red River Valley School Division**

Years Ex	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	32975	36885	41364	41955	44688	47213	49886
1	34242	38389	42980	44282	47166	49767	52525
2	35506	39887	44592	46608	49625	52326	55158
3	36773	41391	46199	48933	52103	54882	57791
4		42889	47811	51261	54586	57440	60427
5			49424	53587	57068	59994	63062
6				55913	59548	62551	65698
7				58239	62032	65108	68333
8				60565	64516	67665	70969
9				62892	66994	70219	73603
10				65218	69472	72777	76238

ARTICLE 7: PLACEMENT AND ADVANCEMENTa) d i t i

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.

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 _____**

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: SUBSTITUTED TEACHERS

a. The following rates shall apply for substitute teachers

Class 1-3: \$112.55 per day

Class 4-7: \$129.43 per day

Effective July 1, 2006, the following rates shall apply for substitute teachers;

Class 1-3: \$115.93 per day

Class 4-7: \$133.31 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

Effective September 1, 2005, principals shall be paid a base salary of one thousand two hundred and seventeen dollars and ninety-three cents (\$1,217.93) per annum and an administrative allowance of thirty-eight dollars and four cents (\$38.04) per student for the first two hundred and eighty (280) students plus nineteen dollars and two cents (\$19.02) per student for the remaining number of students.

Effective September 1, 2006, principals shall be paid a base allowance of two thousand five hundred dollars (\$2,500.00) per school year, and an administrative allowance of Five Hundred and Fifty Dollars (\$550.00) per FTE Teacher supervised.

B Vice Principals

- i) A vice principal will be assigned to a school with a full time equivalent student count over 280 students. The school will be allocated vice principal time in proportion to the number of full time equivalent students in excess of 280 students.
- ii) A vice principal shall be paid 75% 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.

Student Services Co-ordinator

Effective July 1, 2005, the Co-ordinator of Student Services shall be paid \$6,780.07 per annum.
Effective July 1, 2006, \$6,983.47.

Technology Co-ordinator

Effective July I, 2005, the Technology Co-ordinator shall be paid \$ 4,727.13 per annum.
Effective July 1, 2006, \$4,868.94. 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 at St. Malo, Heritage Immersion, and Suncrest Schools shall be paid an allowance as follows:

2005/2006	
75% - 100% FTE	703.44
50% - 74% FTE	468.21
25% - 49% FTE	234.11
2006/2007	
75% - 100% FTE	724.54
50% - 74% FTE	482.26
25% - 49% FTE	241.13

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.
- b) 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 RETROACTIVE PAY

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 to 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.

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: DIVISION ADMINISTRATION OF BENEFIT PLANS

The Division will administer the benefit plans as outlined in Articles 17, 18, 19, 20, 21 and 22.

The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the administration of the above mentioned benefit plans.

ARTICLE 17: 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 18: DISABILITY BENEFITS PLAN

- a. The Division agrees to administer the Manitoba Teachers' Society Group Disability Benefits 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 19: 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 19: 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 20: 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 21: 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 22: 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 23: 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 23: 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 24: 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 25: 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. each school day.

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 25 shall be reduced to an amount that would be proportionate to the shorter school day.

A designated member of the professional staff shall be on call to deal with emergencies or unforeseen similar circumstances.

ARTICLE 26: 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 27: 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 27: 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 27: 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 27: 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 (I) contract with the Division for less than one (I) 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 28: 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 29: 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 30: SICK LEAVE

- a) A full time teacher who is under contract to the Division as of the first (1st) day of the fall term shall be credited with twenty (20) days sick leave on that date. A full time teacher must actually teach for at least one day before any sick leave days are credited. **A full** time teacher coming under contract at a later date in the school year shall be credited with a pro rata share of twenty (20) days, calculated to the closest whole day. **A regular part** time teacher is entitled to a pro rata share of twenty (20) days sick leave per year and the principle of accumulation, and the total to be accumulated applies to a full time teacher.
- 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) year
 - one hundred twenty (120) days in the sixth (6th) and subsequent years

ARTICLE 30: SICK LEAVE (cont'd)

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.

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.

ARTICLE 31: 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 32: 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 33: 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 34: 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 34: 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 35: 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 36: 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 37: 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 38: 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.

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ARTICLE 38: 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 39: 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 ten (10) 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-five (45) 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-five (45) 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 40: 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.

**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 Manis, Manitoba, this 27th day of April 2006

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

Marnie Erb
Chairperson of the Division

J Mitchell
Secretary Treasurer

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

J Neumann
President

Sammy Holmstedt
Collective Bargaining Chairperson

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**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

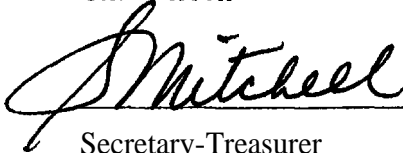
Red River Valley Teachers' Association of
The Manitoba Teachers' Society



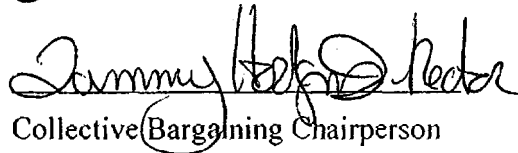
Chairperson



President



Secretary-Treasurer



Collective Bargaining Chairperson

C: MTS Staff Officer

MTS Benefits



APPENDIX B

THIS COLLATERAL DENTAL PLAN AGREEMENT made this 27th day of April, 2006.

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

Marnie Eck _____
Chairperson

Mitchell _____
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.

J. Neumann _____
President

Jimmy Hodgson Pector _____
Collective Bargaining Chairperson

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