
July 1, 2010 to June 30, 2014

COLLECTIVE AGREEMENT

*** BETWEEN ***

THE FLIN FLON SCHOOL DIVISION

- and -

THE FLIN FLON TEACHERS' ASSOCIATION

of the

MANITOBA TEACHERS' SOCIETY

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FLIN FLON TEACHERS' AGREEMENT

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Article 1:00 - Parties to the Agreement

THE FLIN FLON SCHOOL DIVISION

Hereinafter called the "Division" of the first part

and

THE FLIN FLON TEACHERS' ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY

Hereinafter called the "Association" of the second part

Article 2:00 - Preamble

It is the intention and purpose of the parties to this Agreement to provide a basis for the parties to improve the professional services rendered to the students of the Flin Flon School Division and to enhance the working relationship between the Division and the members of the Association. The collective agreement shall set out a salary schedule and such other matters of employment negotiated between the parties.

Article 3:00 - Duration of Agreement

- 3:01** This agreement shall come into force and take effect as from the first day of July **2010** and shall remain in effect through June 30, **2014** and shall automatically renew itself thereafter from year to year unless either party gives the other written notice of a desire to replace or amend the Agreement. This notice shall be given during the month of April prior to the date of expiry of the term of the Agreement.
- 3:02** Within fifteen (15) working days after notice has been given by either party indicating a desire for the renewal of, the amendment of, or the negotiation of a new Agreement; the parties must meet to set a date for the exchange of proposals. The fifteen (15) day limit may be extended by mutual consent of both parties.

Article 4:00 - Leave of Absence

4:01 Adoption

Leave shall be granted without salary deduction, for the adoption of a child to a maximum of two working days. (Refer to Article 4:04)

4:02 Compassionate Leave

- a.** Leave shall be granted for death or serious illness of a member of the employee's immediate family, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents or grandchildren of the employee or of the employee's spouse, to a maximum of five (5) working days without salary deduction. The Division may request a medical certificate to verify serious illness.

- b. Additional working days compassionate leave may be granted but will be charged at substitute rates.

4:03 Court Appearances

Any teacher required to be absent from duties due to attendance at a court of law for purposes of acting as a juror, Crown or School Division subpoenaed witness, shall do so without loss of pay. Any monies received by a teacher from the Court exclusive of expenses (for example, meals or lodging allowances) shall be paid directly to the Division upon receipt. The teacher shall make him/herself available for duty at his/her school during regular school hours when not required at court. Any teacher required to be absent for these purposes, shall submit details to the Division at the earliest possible date. The employee shall immediately notify the Division upon becoming aware of his/her requirement to attend at court.

4:04 Maternity, Adoptive and Parental Leave

Leaves for Maternity, Adoptive and Parental purposes shall be in accordance with Employment Standards Code of the Province of Manitoba.

E.I. Benefit Top-Up

- a. A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan.
- b. In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
 1. For the first two weeks, payment equivalent to 90% of her gross salary, and
 2. Up to fifteen (15) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.
- c. A teacher taking adoptive or parental 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.
- d. In respect of the period of adoptive or parental leave, payments made according to the SEB Plan will consist of the following:
 1. For the first two weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary where the two week

waiting period has been served or payment equivalent to ninety percent (90%) of gross salary: and

2. Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.
- e. Where any portion of the leave period referenced in (a), (b), (c) and (d) above falls during the summer, Christmas Break, Spring Break, or any other period for when the teacher would not be earning salary, that portion of the leave period does not qualify for SEB Plan benefits pursuant to Article 4.04 (a), (b),(c) and (d).

4:05 Major Religious Holy Leave

1. A teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the teacher and designated as a day of obligation by the teacher's religion.

Teachers shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or designate.

The following notification period shall apply:

- a) Teachers on staff requiring religious holy leaves during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however, not later than September 30th.
 - b) In instances where religious holy leave is required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year there the notice shall not be less than five (5) working days;
 - c) Where the appropriate notice has not been given, religious holy days leave will be provided and the teacher's regular salary will be deducted the substitute rate in the teacher's salary classification.
2. The parties agree that this article constitutes reasonable accommodation for religious holy leave.

4:06 Sick Leave

- a) When a teacher is sick he/she shall be entitled to a leave of absence (herein called "sick leave") during his/her sickness and shall be entitled to be paid his/her full salary during such sick leave.
- b) Sick leave shall be provided at the rate of twenty (20) days at the beginning of the school 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 as indicated below:

First Day – Fall Term 2009

123 days

- c) The provision of twenty (20) sick days in any year shall be prorated in the following circumstances:
 - i) Where a teacher commences employment at a time other than the commencement of the fall term.
 - ii) Where a teacher returns from a leave at a time other than the commencement of the fall term.
 - iii) In the event of termination of employment prior to having earned the amount of sick days utilized, the unearned portion of sick leave will be deducted from the final salary payment.
 - iv) Teachers employed on a part-time basis, shall accrue and be granted sick leave with pay pro-rated on full time equivalents.
 - v) Sick leave shall not continue to accrue while on any leave of absence without pay.
- d) The distribution of teachers' share (5/12) of the EI Wage Loss Replacement Partial Premium Reduction Plan is to be:
 - i) 1/12th of the premium reduction to be included in professional development budget.
 - ii) 4/12th of the premium reduction to be remitted to the Association at the conclusion of the current calendar year.
- e) **Effective the fall term 2011, teachers shall make every effort to schedule appointments outside of school hours. When medical appointments cannot be made outside of school hours, every effort shall be made to schedule the appointment to minimize the time away from school, in such case medical leave shall be granted. Minimizing the time away from school shall mean teachers shall only take the time needed for the appointment and time needed to travel to and from the appointment. Such leave shall be counted against the employee's accumulated sick leave. The maximum amount of time available to a teacher under this clause is three (3) days per school year.**

4:07 Leave for Executive Duties - Manitoba Teachers' Society

- a) 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 which he or she is a member, or acting as a representative or delegate, shall be excused from school duties for either purpose or both purposes for not more than a total of six (6) teaching days in any one school year, or a total of ten (10) teaching days in any one school year if the teacher is a member of the Provincial Executive of the Manitoba Teachers' Society. A maximum of fifty-five (55) 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 fifty-five (55) days in a school year shall be taken for the purpose mentioned above except with consent and approval of the Division. The Division or its designate is to be given two weeks' notice of intended leave. The Division may waive a full notice period for special circumstances.

b) Members of the instructional staff being members of the Provincial Executive of the Manitoba Teachers' Society or any member of a Provincial Committee thereof, may be excused from school duties for the purpose of attending such meetings for a maximum of ten (10) teaching days under the same regulations as laid down in Article 4:07 a.

c) The Manitoba Teachers' Society shall reimburse the Division for each day of leave at the rate of the daily salary deduction based on the number of days in a school year as dictated by the Minister of Education from one school year to the next.

4:08 Paternity Leave

Upon request, a teacher shall be granted three (3) days of paternity leave without loss of salary or benefits to attend to needs directly related to the birth of his children. At the teacher's option such leave may be taken at the time between the day of the birth of his children and three (3) days following the discharge from hospital of the mother or the children. The days of leave need not be taken consecutively.

In the case of a home birth, leave without loss of salary shall be granted within the seven (7) days following the date of the birth and including the day of the birth. If hospitalization is required, such leave may be taken up to three (3) days following the discharge from hospital of the mother or the child(ren). The days of leave need not be taken consecutively.

4:09 Personal Leave

Each teacher shall be entitled to three (3) days personal leave in any school year; the first day at no deduction of salary and subsequent days at deduction of substitute rate. Leave beyond three (3) days for any and all reasons, except which as might otherwise be provided in the Collective Agreement, shall be at the sole discretion of the Division and shall be at a daily salary deduction based on the number of days in a school year as dictated by the Minister of Education from one school year to the next.

Personal leave shall be subject to the teacher providing reasonable notice of such leave to the Division.

Personal leave shall not be cumulative from one school year to the next.

In the event of a substitute not being required, the substitute deduction will accumulate in the teacher's home school-based fund.

The school-based fund is to be administered by a staff committee for educational purposes.

4:10 Extra-Curricular Leave

For the first 50 hours of extra-curricular duties, which may be accumulated over two years, a teacher shall be entitled to either:

- a. a payment equivalent to the daily substitute teacher rate; or
- b. a one day leave of absence without salary deduction at a time mutually agreeable to the Division and the teacher.

For each additional 25 hours, to a maximum of 50 hours, a teacher shall be entitled to either:

- c. a payment equivalent to one-half the daily substitute teacher rate; or
- d. a one-half day leave of absence without salary deduction at a time mutually agreeable to the Division and the teacher.

If desired, such leave shall be granted in advance of hours being earned.

If leave is advanced and the extra-curricular duty is not completed the employee will have the cost of the substitute deducted from the final June salary payment and charged as one personal leave day.

If it is not possible to accommodate leave days within the school year the Division will pay the teacher in accordance with Clause 4:10 (a) and (c).

Any teacher who is accumulating leave over a two year period must by June 30th of the first year, submit to the Superintendent written confirmation of the number of accumulated hours being carried forward into the second year.

4:11 Family Medical Leave

Each teacher shall be entitled to use up to four (4) days of accumulated sick leave per school year to attend to the **illness, injury or medical appointments** of the teacher's spouse, parents, **or dependent** children. Where such cases occur and both are teachers within the scope of this agreement, both teachers may not access this provision concurrently.

4:12 Cancellation of a Substitute

Teachers failing to give notice of intention to resume teaching shall have this amount deducted from his/her salary.

ARTICLE 5:00 - Leave of Absence

Leave under Section 5:00 may be granted upon written application to the office of the Superintendent.

5:01 Candidate or Representative Legislature or House of Commons

Leave may be granted, without pay, to any employee elected to or campaigning for his/her own election to the Manitoba or Saskatchewan Legislature or the House of Commons of Canada. Such leave shall be for a maximum period of two (2) months in the case of campaigning, or in the case of his/her election, up to a maximum of two (2) years.

If elected, an employee granted leave under this Article shall not participate in the Division's benefit program while on such leave, and the leave granted shall not be counted in determining the employee's years of experience. Application for extension must be made prior to the expiration of said leave.

5:02 Extended Leave

A teacher having completed four (4) or more years of service under contract with the Division may, upon written request, be granted a leave of absence without pay of up to but not exceeding two (2) school years.

Request for leave shall be provided to the Division at least three (3) teaching months before the leave is to commence. The notice period may be reduced and/or waived by the Division.

Leave of less than one (1) full school year shall coincide with and be equal to the normal breaks within the school year. Leave other than at these times may be approved by the Division providing the staffing needs of the school can be satisfactorily met.

A teacher having first become eligible for leave and having taken such leave shall again become eligible for leave following completion of four (4) or more additional years of service under contract with the Division.

A teacher on leave must advise the Division by registered mail at least two (2) months prior to the expiry of the leave of his/her intention to return from leave.

The Division will not guarantee the same or similar position to the teacher following such leave.

5:03 Sabbatical Leave

Sabbatical leave may be granted to members of the instructional staff under the following conditions:

- a. Eligibility - After the completion of four (4) years employment with the Division.
- b. Salary Provision - two thirds of the salary to which such staff member is entitled under Article 13:01 a.
- c. To be granted for study and it is understood that the teacher will provide evidence of registration in a course or course of study recommended by the Committee under sub-clause j. and approved by the Division.

- d. The Division cannot guarantee that the same or similar positions will be available to the teacher when s/he returns to the Division.
- e. The teacher is to contract to return to the Division's employment for at least twice the length of the leave and if the employee leaving the Division breaks this contract he or she will reimburse the Division on a pro-rated basis.
- f. Payment of salary during the leave shall be the same as the regular pay periods.
- g. Total eligible during one year shall be one member of the instructional staff.
- h. Should a teacher die while on sabbatical, the Division shall not recover salary paid.
- i. This Article 5:03 shall no restrict the right of the Division to contract with member or members of the educational staff for sabbatical leave assistance outside the terms of this Article subject to the requirements of Article 5:03 j.
- j. Applications for Sabbatical Leave are to be received and approved by a committee, consisting of the Superintendent of Schools, the Chairperson of the Board of Trustees or his/her designate, ant the Chairperson of the Policy and Personnel Committee of the Association. After consideration the applications are to be forwarded to the School Board with the committee's recommendations prior to January 31.
- k. A sabbatical year will not be considered a year of teaching experience for purposes of salary increment.
- l. The opportunity shall be granted to teachers who apply for a sabbatical to present his/her application in person to the entire Board.

5:04 No Substitute Required

Where leave has been granted by the Division and no substitute is required, no deduction of salary shall be made; excluding Article 4:09 Personal Leave.

5:05 Leave for Other Reasons

Leave may be granted, for reasons deemed suitable by the Division at a deduction of 1/n (where n equals the number of school days in the current school year as prescribed by the Minister responsible for Education) of annual salary, from one school year to the next, for each working day absent from duties.

ARTICLE 6:00 - DEDUCTION OF MTS AND ASSOCIATION FEES

The Manitoba Teachers' Society membership fees and local Association fees shall be deducted from every teacher. The deductions will be made in twenty six (26) equal pay period installments commencing with the first pay period of the new school year according to the scale of fees established by the Manitoba Teachers' Society and the local Association. Installments will be forwarded monthly to the Manitoba Teachers' Society normally and the local Association not later than the fifteenth day of the following calendar month.

Where the division does not receive the information in time to facilitate 26 equal pay periods, the deductions will be taken over the remaining pay periods in the school year.

ARTICLE 7:00 - LAY-OFF PROCEDURES

- 7:01**
- a. In the event of a lay-off three (3) Division representatives shall meet with three (3) Executive representatives of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off.
 - b. For the purpose of identifying the teachers to be laid off first consideration will be given to the seniority provided that the teacher has the qualifications, training and experience for a specific teaching assignment, and further provided that the special subject, program, and administrative needs of the Division have been taken into account.
 - c. The Division shall provide the Association with a seniority list and shall post the seniority list in each school in the Division prior to February 1 of each year. Teachers shall have until February 28, to protest in writing any alleged omission or incorrect listing to the Board. The seniority list as provided or amended must be certified prior to March 7, by both parties in writing to be correct.

7.02 Definitions

a) Training

Instructions received as preparation for the profession of teaching which lead to the development of a particular skill or proficiency with respect to a particular subject or subjects;

b) Qualifications

Refers to the classification in which the teacher is placed by the Manitoba Education Administration and Teacher Certification Branch.

c) Experience

The practical application of the training over a period of time with respect to the particular subject or subjects.

d) Seniority

- (i)** The length of continuous teaching experience with the Division beginning with the first day of teaching within the Division;
- (ii)** Where the teachers have the same length of a continuous teaching experience as defined in d (i), the order of the seniority list shall be determined on the basis of the total length of employment with the Division;
- (iii)** Where teachers have the same seniority as defined in (i) and (ii), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba;

- (iv) Where teachers have the same seniority as defined in (i), (ii) and (iii), the order of seniority shall be determined on the basis of total recognized teaching experience;
- (v) If the length of teaching experience as defined in (i), (ii), (iii) and (iv), is equal the teacher to be declared surplus shall be determined by the Division.
- (vi) For the purpose of this Article, an approved leave of absence of one school year or less in duration shall not be deemed to interrupt the continuity of service and the duration of such leave shall be considered as teaching experience for seniority purposes, but not for salary purposes;
- (vii) For the purpose of this Article, any approved leave of absence in excess of one year shall not be deemed to interrupt the continuity of service, but the duration of such leave shall not be considered as teaching experience for seniority or salary purposes;
- (viii) A teacher who has been laid off shall lose recall rights for any of the following reasons:
 1. the teacher resigns;
 2. the teacher becomes employed by another school board as a regular full time teacher on a teacher general agreement;
 3. the teacher is not re-employed within one calendar year after September 30th following the date of lay-off;

- 7.03**
- a) In the event of lay-off the Board shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off.
 - b) Notice of any lay-off shall be given to the teachers no later than the fifteenth day of April of any school year.
 - c) The teacher, within ten (10) days of receiving notice of lay-off, shall indicate, in writing by registered mail, his/her wish to be placed on the re-employment list. Notwithstanding anything else in this article, failure to respond within the time limit specified in this paragraph shall relieve the onus on the Division for that teacher's placement on the re-employment list and the teacher shall lose seniority.
 - d) 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, qualifications and experience for the position available. Seniority with the Division will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, qualifications and experience.

- e) It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and a teacher who is recalled from lay-off shall be required to indicate notwithstanding any other time limits in this policy, within five (5) working days of the registered letter being received, 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 nineteen (19) calendar days following receipt of such notification, unless by written mutual agreement. Failure to respond within the time limits specified or agreed to shall relieve the onus on the Division for that teacher's placement on the re-employment list and s/he shall lose seniority.
- f) If a teacher is recalled as provided in 7.03 (d) above, the following will not be affected:
 1. Accumulated sick leave;
 2. Seniority gained prior to being laid off but seniority shall not be accrued for the period of the time of lay-off;

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

7.05 Notwithstanding any other provisions in this article, the foregoing lay-off procedure shall not apply to teachers who have not taught continuously in the Division for more than one school year, or to teachers employed on a fixed term contract where during that term the teacher is employed on the express written understanding that such teacher will not, after the completion of such term, be employed by the Division.

ARTICLE 8:00 - BENEFIT PLANS

Group Life Insurance Plan

8:01 Regulations of the MSBA/MTS Group Insurance Plan shall be administered for the Plan.

Extended Health Plan

8:02 a) Effective June 1, 2007, the Division will facilitate by deduction of premiums a compulsory extended health plan sponsored by MTS and underwritten by Manitoba Blue Cross. All premiums are the responsibility of the teacher.

b) Where a teacher provides evidence of coverage for Extended Health Benefits through a spousal plan, such member shall be eligible to opt out of this Plan, subject to the terms of this Plan.

Long Term Disability Plan

8:03

- a) The Division shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) All teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Division's responsibility with respect to the administration of the Plan shall be limited to the following:
 - i) deducting premiums from the teachers;
 - ii) enrolling newly hired teachers into the Plan;
 - iii) maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on last application, beneficiary designations, and teachers whose coverage has terminated on leaving the Division;
 - iv) completing a premium statement to accompany premium remittances;
 - v) distributing plan information to teachers from time to time;
 - vi) completing a Disability Notification Form and submitting it to the Plan after a teacher has been absent ten (10) consecutive teaching days and where the sickness or disability may result in the filing of a claim(s) or benefits;
 - vii) reporting to the Plan salary changes for teachers in receipt of benefits.
- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the Disability Benefits Plan.
- f) The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

Short Term Disability Plan

8:04 The following shall be effective fall term 2010:

- a) The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.

- b) All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) Deducting premiums from the teachers;
 - ii) Enrolling newly hired eligible teachers in the Plan ;
 - iii) Completing a premium statement to accompany premium remittances;
 - iv) Distributing plan information to teachers from time to time;
 - v) Completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent and where the sickness or disability may result in the filing of a claims or benefits, as per the requirements of the plan.
- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- f) The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.
- g) The Association will continue to receive 5/12 of the EI Premium Reduction as a result of the Sick Leave Plan and the Short Term Disability Plan.

ARTICLE 9:00 - PERSONNEL FILES

9:01 An employee may at a mutually agreed time review his/her personnel file after submitting a written request for such review to the Superintendent or designate. The Division will have its representative present when the employee is examining his/her personnel file.

Any employee shall have the right to respond in writing to any document contained in the personnel file.

ARTICLE 10:00 - WORKPLACE HARASSMENT

- a. The Division and the Association agree that harassment will not be tolerated in the workplace or in connection with the workplace. Allegations and investigations of harassment shall be dealt with in confidence.

- b. It is both the right and the responsibility of any member who believes that she/he has been subjected to harassment to immediately report such concerns to the Superintendent **and/or designate** of the Division and/or the Association. Upon receipt of the complaint, the Superintendent will immediately investigate. The complainant will be advised of the results of the investigation and the action, if any, to be taken.
- c. The Division and Association further agree that harassment may be considered cause for disciplinary action.

ARTICLE 11:00 - PROCEDURE FOR SETTLEMENT OF DISPUTES

Where there is a dispute between the parties to or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or alleged violation, the aggrieved party shall, within forty-five (45) teaching days of the event giving rise to the dispute or alleged violation, or within forty-five (45) teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, notify the other party in writing stating the nature and particulars of the dispute and the solution sought.

If the dispute is not settled within ten (10) teaching days from the date when the Association takes up the matter with the School Board or the School Board notifies the Association in writing of its desire to have the differences negotiated, the dispute shall upon written request of either party, be submitted to an arbitration board, consisting of three members. Each of the parties to the dispute shall, within seven (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 arbitrators within a further period of seven (7) days after their appointment shall meet and select a chairperson mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairperson within the required seven (7) days, either party may request the Manitoba Labour Board to make the appointment of a chairperson.

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 to the single arbitrator.

ARTICLE 12:00 - TEACHER CERTIFICATION

All Teachers must be classified and certified or have obtained a permit from the Professional Certification Branch, Teacher Education and Certification.

ARTICLE 13:00 - SALARY

In administering the collective agreement those articles that specify deduction of pay at the daily rate, the daily rate is the annual salary divided by the number of days in the school year, as prescribed by the Minister of Education.

13:01 a. Salary Schedule

General Salary increase effective:

Fall Term 2010: 1.5%

YEAR	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$33,765	\$37,017	\$41,586	\$51,017	\$54,285	\$57,211	\$60,474
1	\$35,398	\$38,651	\$43,452	\$53,630	\$56,898	\$59,825	\$63,086
2	\$37,030	\$40,282	\$45,318	\$56,241	\$59,509	\$62,438	\$65,699
3	\$38,660	\$42,249	\$47,181	\$58,853	\$62,122	\$65,051	\$68,311
4	\$40,293	\$44,217	\$49,046	\$61,466	\$64,736	\$67,664	\$70,925
5	\$41,926	\$46,183	\$50,910	\$64,080	\$67,348	\$70,277	\$73,538
6	\$43,891	\$48,151	\$52,777	\$66,694	\$69,961	\$72,890	\$76,149
7		\$50,417	\$54,640	\$69,306	\$72,574	\$75,502	\$78,763
8			\$56,504	\$71,918	\$75,184	\$78,114	\$81,376
9				\$74,530	\$77,797	\$80,728	\$83,988
10				\$77,812	\$81,080	\$84,007	\$87,270

March 1, 2011 1.5%

YEAR	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$34,271	\$37,572	\$42,210	\$51,782	\$55,099	\$58,069	\$61,381
1	\$35,929	\$39,231	\$44,104	\$54,434	\$57,751	\$60,722	\$64,032
2	\$37,585	\$40,886	\$45,998	\$57,085	\$60,402	\$63,375	\$66,684
3	\$39,240	\$42,883	\$47,889	\$59,736	\$63,054	\$66,027	\$69,336
4	\$40,897	\$44,880	\$49,782	\$62,388	\$65,707	\$68,679	\$71,989
5	\$42,555	\$46,876	\$51,674	\$65,041	\$68,358	\$71,331	\$74,641
6	\$44,549	\$48,873	\$53,569	\$67,694	\$71,010	\$73,983	\$77,291
7		\$51,173	\$55,460	\$70,346	\$73,663	\$76,635	\$79,944
8			\$57,352	\$72,997	\$76,312	\$79,286	\$82,597
9				\$75,648	\$78,964	\$81,939	\$85,248
10				\$78,979	\$82,296	\$85,267	\$88,579

2011/2012 School Year 2.0%

YEAR	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$34,956	\$38,323	\$43,054	\$52,818	\$56,201	\$59,230	\$62,609
1	\$36,648	\$40,016	\$44,986	\$55,523	\$58,906	\$61,936	\$65,313
2	\$38,337	\$41,704	\$46,918	\$58,227	\$61,610	\$64,643	\$68,018
3	\$40,025	\$43,741	\$48,847	\$60,931	\$64,315	\$67,348	\$70,723
4	\$41,715	\$45,778	\$50,778	\$63,636	\$67,021	\$70,053	\$73,429
5	\$43,406	\$47,814	\$52,707	\$66,342	\$69,725	\$72,758	\$76,134
6	\$45,440	\$49,850	\$54,640	\$69,048	\$72,430	\$75,463	\$78,837
7		\$52,196	\$56,569	\$71,753	\$75,136	\$78,168	\$81,543
8			\$58,499	\$74,457	\$77,838	\$80,872	\$84,249
9				\$77,161	\$80,543	\$83,578	\$86,953
10				\$80,559	\$83,942	\$86,972	\$90,351

2012/2013 School Year 2.0%

YEAR	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$35,655	\$39,089	\$43,915	\$53,874	\$57,325	\$60,415	\$63,861
1	\$37,381	\$40,816	\$45,886	\$56,633	\$60,084	\$63,175	\$66,619
2	\$39,104	\$42,538	\$47,856	\$59,392	\$62,842	\$65,936	\$69,378
3	\$40,826	\$44,616	\$49,824	\$62,150	\$65,601	\$68,695	\$72,137
4	\$42,549	\$46,694	\$51,794	\$64,909	\$68,361	\$71,454	\$74,898
5	\$44,274	\$48,770	\$53,761	\$67,669	\$71,120	\$74,213	\$77,657
6	\$46,349	\$50,847	\$55,733	\$70,429	\$73,879	\$76,972	\$80,414
7		\$53,240	\$57,700	\$73,188	\$76,639	\$79,731	\$83,174
8			\$59,669	\$75,946	\$79,395	\$82,489	\$85,934
9				\$78,704	\$82,154	\$85,250	\$88,692
10				\$82,170	\$85,621	\$88,711	\$92,158

2013/2014 School Year 2.0%

YEAR	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$36,368	\$39,871	\$44,793	\$54,951	\$58,472	\$61,623	\$65,138
1	\$38,129	\$41,632	\$46,804	\$57,766	\$61,286	\$64,439	\$67,951
2	\$39,886	\$43,389	\$48,813	\$60,580	\$64,099	\$67,255	\$70,766
3	\$41,643	\$45,508	\$50,820	\$63,393	\$66,913	\$70,069	\$73,580
4	\$43,400	\$47,628	\$52,830	\$66,207	\$69,728	\$72,883	\$76,396
5	\$45,159	\$49,745	\$54,836	\$69,022	\$72,542	\$75,697	\$79,210
6	\$47,276	\$51,864	\$56,848	\$71,838	\$75,357	\$78,511	\$82,022
7		\$54,305	\$58,854	\$74,652	\$78,172	\$81,326	\$84,837
8			\$60,862	\$77,465	\$80,983	\$84,139	\$87,653
9				\$80,278	\$83,797	\$86,955	\$90,466
10				\$83,813	\$87,333	\$90,485	\$94,001

13:01 b. Increments to part time teachers shall be paid on the basis of one increment every two years to teachers employed on half-time basis or less. Teachers employed more than halftime receive an increment each year to maximum.

c. Teachers' salaries shall be paid by direct deposit to the local financial institution of their choice.

All salary payments shall be calculated as follows:

Annual salary rate plus allowances divided by twenty-six (26) bi-weekly pay periods.

d. Payment shall commence effective beginning of each school year and continue bi-weekly thereafter for a total of twenty-six (26) pay periods.

e. Teachers who commence employment after the first teaching day or return to active employment following a leave shall be paid a per diem rate based on the number of days taught as a percentage of the days in the current school year as prescribed by the Minister of Education.

f. Teachers who leave the employment of the Division during the school year shall have their final pay adjusted to reflect the partial year taught. This final payment would be based on the salary earned during the school year as prescribed by the Minister of Education, calculated on school days taught as a percentage of the total number of school days minus any actual salary paid to date.

g. Teachers whose employment terminates June 30th will receive their final salary payment no later than July 31st.

h. The Division will identify, for tax purposes, a northern allowance of \$3,000 that is already included in a salary schedule.

1) The Flin Flon Teachers' Association of The Manitoba Teachers' Society, the Flin Flon School Division and Revenue Canada Taxation recognize the additional cost of travel associated with living in the north. As such, in common with many other employee/employers in the region, a \$3,000 portion of the annual salary has been identified as northern travel allowance in the Collective Bargaining Agreement.

2) The Flin Flon Teachers' Association of The Manitoba Teachers' Society agrees to and does hereby indemnify and save the Flin Flon School Division harmless for all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division administering a portion of teacher's salary as Northern Allowance and reporting same for tax purposes to Revenue Canada.

13:02 Previous Experience

a. Teachers shall receive full placement for past experience as recognized by the Department of Education to maximum.

- b. For journeymen co-operative vocational teachers related work experience will be granted as follows: One (1) increment will be granted for each two (2) years of related work experience as a journeyman to a maximum of four (4) increments.
- c. Annual increments shall be effective the month following a full year of experience until maximum is reached. For example, if a full year is at the end of June, increment date will be September 1st. If a full year is the end of April, increment date will be May 1st.

13:03 Two Grades In A Classroom, not applicable in Hapnot Collegiate

First Day – Fall Term 2010	\$ 783.68
March 1, 2011	\$ 795.44
First Day – Fall Term 2011	\$ 811.35
First Day – Fall Term 2012	\$ 827.57
First Day – Fall Term 2013	\$ 844.12

13:04 Travel Allowance

Teachers whose duties involve instruction while on approved school programs away from their home school(s) shall be reimbursed mileage expense based upon the Manitoba Government mileage reimbursement rate.

The allowance is not applicable to teachers moving from one school to another at noon.

13:05 Moving Allowance

Upon submitting receipts an employee shall be paid a maximum as indicated below or actual moving costs, whichever is lesser, for moving household furnishing if pre-employment residence is not in the Flin Flon area and if by reason of this employment he or she is required to change his or her residence.

First Day – Fall Term 2010	\$ 1,142.39
March 1, 2011	\$ 1,159.53
First Day – Fall Term 2011	\$ 1,182.72
First Day – Fall Term 2012	\$ 1,206.37
First Day – Fall Term 2013	\$ 1,230.50

13:06 Administrative Allowances

- a. **Principals' Allowances** - Principals shall be paid an administrative allowance above and beyond the basic schedule; with the formula to be based on full time equivalent (FTE) teacher count September 30th which includes:
- Vice-Principal
 - Classroom Teachers
 - Specialist Teachers
 - Counselors
 - Librarian / Library Technicians

First Day – Fall Term 2010	\$4,086.98 + \$680.16 Per Teacher, for the first 10 teachers; \$544.61 Per Teacher, for eleventh plus teachers
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First Day – March 1, 2011	\$4,148.28 + \$690.36 Per Teacher, for the first 10 teachers; \$552.78 Per Teacher, for eleventh plus teachers
First Day – Fall Term 2011	\$4,231.25 + \$704.17 Per Teacher, for the first 10 teachers; \$563.84 Per Teacher, for eleventh plus teachers
First Day – Fall Term 2012	\$4,315.88 + \$718.25 Per Teacher, for the first 10 teachers; \$575.11 Per Teacher, for eleventh plus teachers
First Day – Fall Term 2013	\$4,402.19 + \$732.62 Per Teacher, for the first 10 teachers; \$586.61 Per Teacher, for eleventh plus teachers

- b. Vice-Principals' Allowances** - A Vice-Principal shall be paid 50% of the Principal's Allowance. In the event a school has more than one Vice-Principal, the Vice-Principal Allowance shall be shared equally among the Vice-Principals.
- c. Department Heads** shall be paid per teacher in the Department, Department Head to be included in this count, or a minimum allowance as indicated below. Teacher count to be determined by the Division.

	<u>Per Teacher</u>	<u>Minimum (3 Teachers)</u>
First Day – Fall Term 2010	\$ 409.36	\$ 1,228.08
March 1, 2011	\$ 415.50	\$ 1,246.50
First Day – Fall Term 2011	\$ 423.81	\$ 1,271.43
First Day – Fall Term 2012	\$ 432.29	\$ 1,296.87
First Day – Fall Term 2013	\$ 440.94	\$ 1,322.82

d. Physical Education Coordinator Allowance and Bandmaster's Allowance

First Day – Fall Term 2010	\$ 4,920.28
March 1, 2011	\$ 4,994.09
First Day – Fall Term 2011	\$ 5,093.97
First Day – Fall Term 2012	\$ 5,195.85
First Day – Fall Term 2013	\$ 5,299.77

e. Special Education Co-ordinator's Allowance

First Day – Fall Term 2010	\$ 8,353.17
March 1, 2011	\$ 8,478.46
First Day – Fall Term 2011	\$ 8,648.03
First Day – Fall Term 2012	\$ 8,820.99
First Day – Fall Term 2013	\$ 8,997.41

13:07 Interest on Back Pay

Interest on retroactive pay shall be paid to members of the Association calculated from the date the salary was payable. The interest shall be computed on the net pay of the member and shall be computed at a rate equal to the amount of interest paid by the Division's financial institution on the premium savings accounts as at the 31st day of January of the current calendar year.

NOTE: For the purpose of this collective agreement, the interest on back pay is waived.

13:08 Substitute Teachers

- a. A substitute teacher is employed by the Division to either replace a regular teacher or fulfill an assignment that is less than twenty days in duration.
- b. A period of substitute teaching of at least six (6) days in the same assignment shall be termed extended substitute teaching.
- c. Upon commencement of the sixth (6) days of extended substitute teaching in the same assignment, a substitute teacher shall be paid for each day taught at the per diem rate (to be calculated as $1/x$ of the salary to which a teacher of the same qualifications and experience would be entitled under the basic salary schedule of the current collective agreement, where x = the number of days in the current school year).

This rate of pay shall be retroactive to and shall include the first (1st) day of the extended substitute teaching and shall continue in effect until the termination of that instance of extended substitute teaching. In-service days or administrative days shall not constitute a break in extended substitute teaching.

A substitute teacher who has been employed for at least twenty (20) days of substitute teaching in the same assignment shall on the twenty-first (21st) day, be signed to a limited term contract.

- d. In instances requiring substitutes, the Board will make every effort to hire teachers holding Permanent Professional Manitoba Teaching Certificates. The parties, however recognize that from time to time, it may not be possible for the Board to hire substitute teachers holding Permanent Professional Manitoba Teaching Certificates.
- e. Rate of Pay

First Day – Fall Term 2010	\$ 162.20/day including vacation pay
March 1, 2011	\$ 164.63
First Day – Fall Term 2011	\$ 167.92
First Day – Fall Term 2012	\$ 171.28
First Day – Fall Term 2013	\$ 174.71

- f. Manitoba Teachers' Society fees and Flin Flon Teachers' Association fees shall be deducted from a substitute teacher's pay monthly. These fees shall be prorated on the basis of the number of days worked in a given month.
- g. Substitute teachers, when requested by the Superintendent to attend divisional in-services, will receive 50% of the daily rate for ½ day in-service, or 100% of the daily rate for full day attendance.
- h. Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.

- i. A substitute teacher who is called to work and reports for that assignment finding his or her services are not required shall be assigned an alternative teaching assignment. If an alternative teaching assignment is not available, the substitute teacher shall be paid for the original full assignment.
- j. In the event of an emergency closure of a school or early dismissal for emergency reasons, substitute teachers will be paid full pay at the applicable rate of pay.
- k. A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from assignment to assignment.
- l. The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 13:08 – Substitute Teachers.
- m. The only matters that may be grieved under Article 11 – Provision for Disputes, by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this Collective Agreement.
- n. Effective date of signing, the following Articles in the Flin Flon Teachers Association and the Flin Flon School Division Collective Bargaining Agreement also apply to substitutes:

Article 1:00	Parties to the Agreement
Article 2:00	Preamble
Article 3:00	Duration of Agreement
Article 6:00	Deduction of MTS and Association Fees
Article 9:00	Personnel Files
Article 10:00	Workplace Harassment
Article 11:00	Procedure for settlement of Disputes (only to clauses that apply to substitute teachers)
Article 12:00	Teacher Certification
Article 13:02	Previous Experience
Article 13:04	Travel Allowance
Article 13:07	Interest on Back Pay
Article 14:00	Regulations
Article 15:00	Meal Period
Article 16:00	Access Agreement
Article 17:00	Complaints Against Teachers
Article 20:00	Consultation and Liaison Committee
Article 21:00	Provisions

ARTICLE 14:00 - INCREASED QUALIFICATIONS

- 14:01** A teacher's basic salary, that is schedule rate plus credit for experience shall not exceed the maximum as per classification. If the Division finds it essential to pay for experience other than actual teaching experience it will not do so without prior agreement with the President and Chairperson of the Policy and Personnel Committee.
- 14:02** The onus for making claim for a change of status that results in a salary change rests with the teacher. When a teacher has initiated the change for classification prior to November 30, and shall furnish such proof of initiation to the Board, the resulting change in salary due to an increase in classification shall take effect, retroactive to September 1st, of that calendar year, on receipt of notification from the Department of Education and Youth, based on the applicable annual salary.
- 14:03** For evidence of increased qualifications received after November 30th, the resulting change in salary due to increase in classification shall take effect as of the first of the month following verification, based on 1/n earned for each month salary increase pertains to.
- 14:04** The Committee for the evaluation of special courses and qualification shall consist of the Chairperson of Policy and Personnel Committee of the Association, the Superintendent, and the Chairperson of the Board of Trustees, or his/her designate. The Committee's decision will be in writing, signed by all parties.

ARTICLE 15:00 - MEAL PERIOD

Every teacher is entitled to and shall receive an uninterrupted meal period of sixty (60) minutes each school day. Teachers who choose to attend meetings or supervise activities for students during their meal period do so on a strictly volunteer basis.

ARTICLE 16:00 – ACCESS AGREEMENT

Staff officers and other Association representatives with notification to the Superintendent or Principal be entitled to visit the workplace of any teacher for the purpose of communicating with said teachers during times which do not interfere with the teacher's assigned duties.

ARTICLE 17:00 – COMPLAINTS AGAINST TEACHERS

Should the School Division receive written complaints regarding a teacher, the **Division** shall immediately communicate the substance of such complaint, in writing, to the teacher.

The School Division shall provide the teacher with the opportunity to make a presentation to the **Division**, with or without representation, concerning the complaint.

ARTICLE 18:00 – SUCCESSIVE LIMITED TERM TEACHER CONTRACTS

A teacher employed by the Division on a Limited Term Teacher – General Agreement for 180 or more school days in each of successive contract years and subsequently hired on a Teacher – General Agreement shall receive recognition of actual service and seniority from the signing date

of the first of the Limited Term Teacher with the Division, and shall be entitled retroactively to sick leave earned but not utilized.

ARTICLE 19:00 – ON THE JOB INJURY

Any teacher using sick leave as a result of accidental, physical injury at work, shall have his/her sick leave reinstated upon return to teaching duties.

ARTICLE 20:00 – CONSULTATION AND LIAISON

A Liaison Committee shall be appointed, consisting of a minimum of two (2) representatives from each party. The Committee shall meet twice (2) a year at the request of either party. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. A summary of discussions will be recorded and a copy provided to each member of the Committee, as well as a copy posted on each school bulletin board.

ARTICLE 21:00 – PREPARATION TIME

Within the school day, each teacher shall be entitled to receive an equivalent of six regular teaching periods per six day cycle for preparatory work as scheduled within their school timetable. Preparation time shall be scheduled in blocks of not less than twenty (20) minutes. Part time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.

ARTICLE 22:00 - PROVISIONS

22:01 This Agreement is made subject to the provisions of the Public Schools Act, the Labour Relations Act, and the Education Department Act, insofar as the same may apply to the parties hereto, and the individual statutory teachers' contract with the Division.

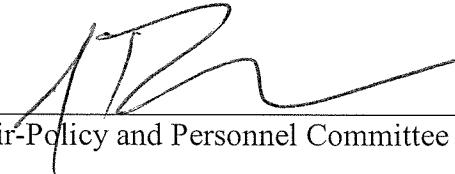
22:02 In witness whereof the parties hereto have fixed their corporate seal duly attested by their respective officers in that behalf this 3 day of June 2009.



President- FFTA Association



Chair-Flin Flon School Board



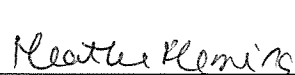
Chair-Policy and Personnel Committee



Chair-Negotiating Committee



Secretary- FFTA Association



Secretary-Treasurer to the Board of Trustees

LETTER OF UNDERSTANDING
FLIN FLON SCHOOL DIVISION
AND
THE FLIN FLON TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY
ON

PAY PERIODS

Effective the date of signing of this Letter of Understanding, the Parties to this Letter of Understanding have agreed to the following:

This agreement is only effective during the 2010/2011 and 2011/2012 school years, provided the school years remain post Labour Day starts.

The following language shall be deemed to replace the current Article 13:01 c) during the life of this Letter of Understanding.

13.01 c. Teachers' salaries shall be paid by direct deposit to the local financial institution of their choice.

All salary payments shall be calculated as follows:

Annual salary rate plus allowances divided by twenty-seven (27) bi-weekly pay periods.

13.01 d. Payment shall commence as outlined in the Letter of Understanding attached to this agreement and continue bi-weekly thereafter for a total of twenty-seven (27) pay periods.

The twenty-seven (27) pay periods for the 2010/2011 school year shall commence on August 20, 2010 and end August 19, 2011, as outlined below.

The twenty-seven (27) pay periods for the 2011/2012 school year shall commence on September 02, 2011 and end on August 31, 2012, as outlined below.

	2010/2011	2011/2012
Number of	Agreed to Pay	Agreed to Pay
Pay Days	Periods	Periods
1	20-Aug-10	2-Sep-11
2	3-Sep-10	16-Sep-11
3	17-Sep-10	30-Sep-11
4	1-Oct-10	14-Oct-11
5	15-Oct-10	28-Oct-11
6	29-Oct-10	11-Nov-11
7	12-Nov-10	25-Nov-11
8	26-Nov-10	9-Dec-11
9	10-Dec-10	23-Dec-11
10	24-Dec-10	6-Jan-12
11	7-Jan-11	20-Jan-12
12	21-Jan-11	3-Feb-12
13	4-Feb-11	17-Feb-12
14	18-Feb-11	2-Mar-12
15	4-Mar-11	16-Mar-12
16	18-Mar-11	30-Mar-12
17	1-Apr-11	13-Apr-12
18	15-Apr-11	27-Apr-12
19	29-Apr-11	11-May-12
20	13-May-11	25-May-12
21	27-May-11	8-Jun-12
22	10-Jun-11	22-Jun-12
23	24-Jun-11	6-Jul-12
24	8-Jul-11	20-Jul-12
25	22-Jul-11	3-Aug-12
26	5-Aug-11	17-Aug-12
27	19-Aug-11	31-Aug-12

Effective August 31, 2012, this Letter of Understanding shall become null and void.

Dated at Flin Flon, in the Province of Manitoba, this 3 day of JUNE 2011.



President – FFTA Association



Chair – Flin Flon School Board



Chair – Policy and Personnel Committee



Chair – Negotiating Committee



Secretary – FFTA Association



Secretary-Treasurer to the Board of Trustees