

2007 - 2010

COLLECTIVE AGREEMENT

BETWEEN

THE FORT LA BOSSE SCHOOL DIVISION

AND

THE FORT LA BOSSE DIVISION ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

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This Agreement is by and between the Fort la Bosse School Division (hereinafter called "the Division") and the Fort la Bosse Division Association of The Manitoba Teachers' Society (hereinafter referred to as "the Association").

ARTICLE 1: PURPOSE

It is the intent and purpose of the parties of this Agreement to promote and improve the working relations between the trustees and the teachers, to establish a Salary Schedule as provided for in Section 2 of the Individual Statutory Contract, and to establish other conditions of work resulting from the operation of the said schedule, and finally, to provide a basis for both parties to improve the professional services rendered to the taxpayers and the school children of the Fort la Bosse School Division.

ARTICLE 2: EFFECTIVE PERIOD

2.01 This Agreement shall come into force and take effect on the first day of July 2007, and shall remain in force until June 30, 2010. This Agreement shall automatically renew itself from year to year unless either party to this Agreement gives to the other party, by registered mail, an indication of a desire to terminate or amend this Agreement on or after April first and not later than April thirtieth in any year.

2.02 *Scope Clause*

Teachers holding a valid teaching certificate and under contract with the Division come under the scope of this Agreement.

ARTICLE 3: SALARIES**3.01 i) Salary Effective the first day of the Fall Term, 2007**

YEARS EXPERIENCE	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6
0	29,108	32,259	35,981	43,161	46,129	48,962
1	30,546	33,788	37,890	45,597	48,719	51,601
2	31,738	35,316	39,801	48,092	51,303	54,227
3	33,048	36,844	41,708	50,597	53,887	56,864
4	34,356	38,375	43,619	53,102	56,472	59,489
5	35,668	39,901	45,529	55,625	59,062	62,133
6	36,974	41,430	47,438	58,123	61,640	64,757
7	38,296	42,957	49,347	60,648	64,230	67,395
8		44,487	51,257	63,154	66,825	70,037
9				65,595	69,401	72,663
10				67,329	71,385	75,312

CHANGE						
0 > 1	1,438	1,530	1,909	2,436	2,590	2,639
1 > 2	1,193	1,527	1,912	2,495	2,584	2,627
2 > 3	1,309	1,529	1,907	2,505	2,583	2,637
3 > 4	1,308	1,531	1,912	2,505	2,585	2,624
4 > 5	1,312	1,526	1,910	2,524	2,590	2,644
5 > 6	1,306	1,529	1,909	2,498	2,578	2,624
6 > 7	1,323	1,527	1,910	2,526	2,589	2,638
7 > 8		1,530	1,910	2,506	2,596	2,642
8 > 9				2,440	2,576	2,627
9 > 10				1,735	1,984	2,648

ARTICLE 3: SALARIES**3.01 ii) Salary Effective the first day of the Fall Term, 2008**

YEARS EXPERIENCE	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6
0	30,393	33,638	37,472	44,868	47,924	50,843
1	31,874	35,214	39,438	47,377	50,593	53,561
2	33,103	36,787	41,407	49,946	53,254	56,266
3	34,451	38,361	43,371	52,527	55,915	58,982
4	35,798	39,938	45,340	55,107	58,578	61,685
5	37,150	41,510	47,307	57,706	61,246	64,409
6	38,495	43,085	49,273	60,279	63,902	67,112
7	39,857	44,658	51,240	62,880	66,569	69,829
8		46,233	53,207	65,461	69,242	72,550
9				67,974	71,895	75,255
10				69,761	73,939	77,983

CHANGE						
0 > 1	1,481	1,575	1,966	2,509	2,668	2,718
1 > 2	1,229	1,573	1,969	2,569	2,662	2,705
2 > 3	1,348	1,574	1,964	2,580	2,661	2,716
3 > 4	1,347	1,576	1,969	2,580	2,663	2,703
4 > 5	1,352	1,572	1,967	2,599	2,668	2,723
5 > 6	1,345	1,574	1,966	2,573	2,655	2,703
6 > 7	1,362	1,573	1,967	2,601	2,667	2,717
7 > 8		1,575	1,967	2,581	2,673	2,721
8 > 9				2,513	2,653	2,705
9 > 10				1,787	2,043	2,728

ARTICLE 3: SALARIES**3.01 iii) Salary Effective the first day of the Fall Term, 2009**

YEARS EXPERIENCE	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6
0	31,717	35,059	39,009	46,626	49,774	52,780
1	33,242	36,682	41,033	49,210	52,522	55,580
2	34,508	38,303	43,062	51,857	55,264	58,366
3	35,897	39,924	45,084	54,514	58,005	61,164
4	37,284	41,548	47,112	57,172	60,747	63,948
5	38,676	43,168	49,138	59,849	63,496	66,753
6	40,062	44,789	51,163	62,499	66,231	69,537
7	41,465	46,410	53,189	65,178	68,978	72,336
8		48,032	55,215	67,837	71,731	75,139
9				70,426	74,464	77,925
10				72,266	76,569	80,734

CHANGE						
0 > 1	1,525	1,623	2,025	2,584	2,748	2,800
1 > 2	1,265	1,621	2,028	2,647	2,742	2,786
2 > 3	1,389	1,622	2,023	2,658	2,741	2,797
3 > 4	1,388	1,624	2,028	2,658	2,743	2,784
4 > 5	1,392	1,619	2,026	2,677	2,748	2,805
5 > 6	1,386	1,622	2,025	2,650	2,735	2,784
6 > 7	1,403	1,621	2,026	2,679	2,747	2,798
7 > 8		1,623	2,026	2,659	2,754	2,803
8 > 9				2,589	2,733	2,786
9 > 10				1,840	2,105	2,809

3.02 Annual Increments

Following placement on the Salary Schedule in accordance with Articles 3.04, 7(a) and 11, the dates for increments will be as follows:

- (a) Full-time teachers entering the service of the Fort la Bosse School Division in the fall term of any year shall receive an adjustment to the next higher rate in their Class on the Salary Schedule at the beginning of the fall term next following.
- (b) Full-time teachers entering the service of the Fort la Bosse School Division in the spring term of any year shall receive an adjustment to the next higher rate in their Class on the Salary Schedule at the beginning of the spring term next following.
- (c) Part-time teachers shall receive an adjustment to the next higher rate in their Class based on the fraction of the time employed at the beginning of the fall or spring term following the accumulation of service with the Fort la Bosse School Division equals the equivalent of one full-time year of service as verified by the Administration and Teachers' Certification Branch.

Effective the date of signing of the Agreement, a teacher shall proceed from his/her initial salary by increments until the maximum salary is reached in that class. Each increment will take effect on either the first day of the Fall Term, January 1st, or April 1st, whichever date first follows the completion by the teacher of each additional year of experience (and for part-time teachers the completion of the equivalent of one full-time year of experience) as recognized by the Administration and Teachers' Certification Branch of Manitoba Education. It is agreed that no teacher shall receive more than one increment in any single school year.

3.03 Change in Classification

- (a) Each teacher who gives written notice to the Division by December 31, 1987, that he/she is already embarked upon a program of improving his educational qualifications, shall, at the time he/she is placed in the higher classification, resulting from this program be placed at the step of the schedule in accordance with the 1986 Collective Agreement method of moving on the Salary Schedule, that being-at the same step of the schedule on which he/she had been placed in the previous classification.
- (b) Each teacher in Classes I, II and III who increases his educational qualifications which results in a higher classification shall be placed at the step of the schedule in accordance with the 1986 Collective Agreement method of moving on the Salary Schedule, that being at the same step of the schedule on which he had been placed in the previous classification.

3.03 Change in Classification (continued)

- (c) After December 31, 1987, each teacher in Classes IV, V, VI and VII who increases his educational qualifications which results in placement in a higher classification shall be placed at the step of the schedule in accordance with the 1986 Collective Agreement method of moving on the Salary Schedule, that being at the same step of the schedule on which he/she had been placed in the previous classification, provided that:
- (i) prior to commencing upon a program leading to increased qualifications the teacher gives written notice to the Division of his/her intentions to do so; and
 - (ii) the Division does not, within 60 days of receipt of such notice, advise the teacher, in writing, that, in its considered opinion such improved qualifications would not be of benefit to the educational needs of the Division.

If the teacher does not so notify the Division, or if, after the teacher has notified the Division, the Division advised the teacher as aforesaid; that teacher shall, when placed in a higher classification resulting from increased qualifications, be placed on the step of the schedule resulting in a rate of pay nearest to but not less than the rate of pay received prior to the improved qualifications.

- (d) In coming to a conclusion that the improved qualifications would not be of benefit to the educational needs of the Division, the Division shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.
- (e) When increased qualifications are obtained which qualify a teacher for an advance in classification on the Salary Schedule, the resulting increase in salary shall become effective on the first day of the Fall Term of the year in which such improved qualifications have been obtained, providing proof of improved qualifications is submitted to the Division by November 1st of that year. In the event that the Administration and Teachers' Certification Branch is the cause of the delay in forwarding proof, then the Division will extend the November 1st deadline.

Notwithstanding the above, teachers who obtain increased qualifications by virtue of the successful completion of spring courses shall submit proof no later than June 15th. Failure to do so shall result in the payment for these additional qualifications on December 1st of that year. In the event that the Administration and Teachers' Certification Branch, or the University in question, is the cause of the delay, then this clause does not apply.

3.04 Allowance for Past Experience

- (a) All teachers employed by the Division shall be paid a salary in accordance with the schedule outlined in Article 3.01. Each teacher shall be given full placement on the schedule for past experience as recognized by the Department of Education, Province of Manitoba.
- (b) Teachers who have had one or more years experience on Permit granted by the Manitoba Department of Education or teachers who have had one or more years experience while on Letter of Authority granted by the Manitoba Department of Education or one or more years experience while teaching in a private school inspected by the Department of Education shall be allowed one year experience on the Salary Schedule (only one applies).
- (c) Industrial Arts teachers commencing on staff shall be allowed one increment for every two years of related experience gained while holding a Journeyman Certificate. Experience gained while holding a Trade Certificate may be considered by the Division.
- (d) Vocational Industrial teachers commencing on staff shall be allowed one increment for each of the first three (3) years of related experience, and one increment for each two (2) years of related experience thereafter to a maximum of six (6) increments. For purposes of this calculation, related experience shall be defined as experience gained while in possession of a Journeyman Certificate.

3.05 Part-Time Teachers

Part-time teachers who are required to perform job-related duties which are scheduled during the regular school day and which are in addition to the time normally scheduled, shall be compensated on a pro-rata basis for the additional time, provided that prior approval for the additional work time has been granted by the Superintendent of Schools.

ARTICLE 4: ADMINISTRATIVE ALLOWANCE

4.01 Administrative Allowances

- (a) The Principal of a school shall receive an administrative allowance in accordance with sub article 4.01(b)
- (b) Effective the first day of the fall term in each year of this agreement, the scale for administrative allowances shall be as follows:

	<u>2007</u>	<u>2008</u>	<u>2009</u>
Boundary Lane Colony School	\$2,058	\$2,120	\$2,183
Plainview Colony School	\$2,058	\$2,120	\$2,183
Kola School	\$2,320	\$2,389	\$2,461
Oak Lake Community School	\$5,594	\$5,762	\$5,935
Reston Elementary School	\$5,594	\$5,762	\$5,935
Goulter School	\$8,028	\$8,269	\$8,517
Mary Montgomery School	\$8,028	\$8,269	\$8,517
Reston Collegiate Institute	\$8,028	\$8,269	\$8,517
Elkhorn School	\$10,201	\$10,507	\$10,822
Viriden Junior High School	\$12,172	\$12,537	\$12,913
Viriden Collegiate Institute	\$16,500	\$17,000	\$17,500

- (c) The maximum administrative allowance paid to a principal shall not exceed \$16,500 per annum effective the fall term 2007, \$17,000 per annum effective the fall term 2008 and \$17,500 effective the fall term 2009.
- (d) The Division reserves the right to appoint Vice-Principals. The Vice-Principal so appointed shall receive an allowance of one-half (1/2) of that of the Principal.

4.02 Administrative Allowance for Schools Without Vice-Principals

Where a teacher is appointed by the Superintendent to act as an acting principal in the absence of the Principal, or when the Principal and Vice-Principal are both absent at the same time and a teacher is appointed, an allowance shall be paid to that teacher at the rate of \$2.50 per day per teacher, not including the Principal or Vice-Principal, to a maximum of \$40.00 per day, effective the first day of the Fall Term, 2007; at the rate of \$2.58 per day per teacher, not including the Principal or Vice-Principal, to a maximum of \$41.20 per day, effective the first day of the Fall Term, 2008; and at the rate of \$2.66 per day per teacher, not including the Principal or Vice-Principal, to a maximum of \$42.44 per day, effective the first day of the Fall Term, 2009.

ARTICLE 5: SUBSTITUTE TEACHERS

- (a) Certified substitute teachers shall be paid at a rate of \$117.42 per day for any number of days up to five consecutive days of teaching for any one teacher effective the Fall Term 2007; \$120.94 per day for any number of days up to five consecutive days of teaching for any one teacher effective the Fall Term 2008; and \$124.57 per day for any number of days up to five consecutive days of teaching for any one teacher effective the Fall Term 2009. Non-certified substitute teachers shall be paid at a rate of \$90.64 per day effective the Fall Term 2007, at a rate of \$93.36 per day effective the Fall Term 2008 and at a rate of \$96.16 per day effective the Fall Term 2009 .

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

- b) Upon the commencement of the sixth (6th) day of extended substitute teaching, a substitute teacher shall be paid for each day taught at the per diem rate to be calculated as $1/x$ of the salary to which a full time or part time teacher at the same qualifications and experience would be entitled to under the basic salary schedule as outlined in Article 3.01 of the Current Collective Agreement, where x = the number of days in the current school year. This rate of pay shall be retroactive to the first day of the extended teaching assignment and shall continue in effect until the end of that instance of extended teaching assignment. Sick leave days, in-service days and/or administration days shall not constitute a break in the extended substitute teaching.
- (c) A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from one extended substitute teaching assignment to another.
- (d) 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 as the teacher who is being replaced.
- (e) A substitute teacher who is called to work for an assignment for one half (1/2) day or less shall be paid one half (1/2) of the daily rate. A substitute teacher, who is called to work for an assignment of greater than a half day but less than a full day, shall be paid the daily rate. Notwithstanding the above, where the substitute teacher is replacing a teacher whose contractual assignment is more than 50% time but less than full time, the substitute shall be paid for a period equivalent in time to the assignment of the teacher being replaced.
- (f) A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that his or her services are not required shall be offered an alternative assignment equivalent in time to the substitute teacher's original assignment and when such an alternative assignment is not available shall be paid one half (1/2) day's pay at the applicable rate in lieu.
- (g) A substitute teacher who has been employed for at least twenty (20) days extended substitute teaching shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher – General Contract, unless the return of the regular teacher or conclusion of the substitute assignment is immediately imminent.

ARTICLE 5: SUBSTITUTE TEACHERS (continued)

(h) Pay relating to the salary earned by substitute teachers during any month shall be forwarded to those teachers via electronic funds transfer on the last Friday of each month, except March, June and December, when the payment will be made on the last teaching day of the month. The cut-off day for payroll in any given month is the fifteenth (15th) of that month.

(i) The following clauses of the collective agreement apply to substitute teachers:

Article 1	Purpose
Article 2	Effective Period
Article 3.01	Salaries – as it relates to conversion to per diem in accordance with Article 4 (b)
Article 22	Settlement of Differences The only matters which may be grieved under Article 22 (Settlement of Differences) 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.
Article 24	Duty Free Lunch
Article 26	Freedom from Violence

ARTICLE 6: MULTI-GRADE CLASSROOMS

Teachers teaching in multi-grade classrooms shall be paid an additional \$277.38 per annum effective the first day of the Fall Term, 2005 and for each grade over one to an annual maximum of \$832.16. Effective the first day of the Fall Term, 2006 these rates shall be \$285.70 and \$857.12 respectively. The article shall not apply to special education teachers, itinerant music teachers or to situations where the same material is being taught to a single group of students at different grade levels. ("Special Education" in this clause does not include Cooperative Education).

ARTICLE 7: INTEREST ON RETROACTIVE PAY

The Division shall pay the members of the Association, interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Unemployment Insurance and Income Tax due with respect to that pay. The interest is to be calculated from the dates which the moneys would have been due, on a monthly basis, to the date of actual payment. The interest shall be computed at the lesser of:

- (a) 8.25%, and
- (b) the Division's average borrowing rate during the twelve months preceding the calculation date or, in the absence of any such borrowing, the average rate paid by the Virden branches of Canada's Chartered Banks on their premium rate savings accounts during that same twelve month period.

Both parties have agreed that for the effective period of this agreement, the interest on retroactive pay that is calculated using the method above will be paid in one lump sum to the Fort La Bosse Local Association of the Manitoba Teachers' Society rather than to each individual member.

ARTICLE 8: METHOD OF PAYMENT

8.01 *Frequency of Payment*

The annual salary of the teacher shall be paid in ten instalments. Payment by direct bank deposit via electronic funds transfer will be made on the last Friday of each month, except March, June and December, when the payment will be made on the last teaching day of the month.

8.02 *Summer Savings Plan*

Effective September 2000 the Division will establish a Summer Savings Plan for teachers. The purpose of the Plan is to defer net pay. Rules regarding eligibility, enrolment in the Plan, access to deferred net pay and methods of payment are identified as Appendix "A" and are attached to and form part of this Agreement.

ARTICLE 9: EDUCATIONAL QUALIFICATIONS

9.01 Teachers coming on staff shall be classified according to the classification granted them by Manitoba Education, Administration and Teachers' Certification Branch, and as set forth in Manitoba Regulation 515/88.

9.02 The salary of a teacher, whose qualifications and experience do not permit him to be paid according to the classifications on this schedule, shall be paid by the Division, subject to negotiations and agreement with the Division Association.

ARTICLE 10: SABBATICAL LEAVE

The Division recognizes the principle of sabbatical leave and shall consider applications for sabbatical leave on the basis of merit of each application.

ARTICLE 11: COMPASSIONATE LEAVE

Teachers shall be granted compassionate leave according to the following terms:

- (a)** In the event of the death or serious illness (as diagnosed by a medical doctor) of a member of the teacher's immediate family or the teacher's spouse's immediate family - four days on each occasion. ("Immediate family" shall mean spouse, child, parent, brother or sister).
- (b)** In the event of death of a the teacher's or the teacher's spouse's grandparent, grandchild, aunt, uncle, niece, nephew, brother-in-law, sister- in-law - the day of the funeral.
- (c)** When leave is taken under (b) the day of the funeral and the reasonably required time in addition thereto to travel to and from the place of the funeral, when any such time is taken during normal teaching hours and that such travelling time shall not in any event exceed a total of one additional day.
- (d)** The Division may grant additional leave for the above or other related causes at its discretion. The Division shall exercise its discretionary power in a fair and reasonable manner.

ARTICLE 12: PERSONAL LEAVE OF ABSENCE

Personal leave for teachers shall be administered in accordance with Division Policy (attached). The Division agrees the aforementioned policy shall not be deleted or changed without discussion with and agreement of the Association.

ARTICLE 13: SICK LEAVE

- (a) It is agreed by the parties that sick leave entitlement shall only be granted by the Division where an employee is unable to be at work and perform his regular duties as a result of illness or injury.
- (b) Teachers in the employ of the Division shall commence each school year with twenty (20) sick leave days plus all previously unused sick leave subject to a maximum accumulation of one hundred and seventeen (117) sick leave days effective the Fall Term 2007, one hundred and twenty (120) sick leave days effective the Fall Term 2008 and one hundred and twenty-two (122) sick leave days effective the Fall Term 2009
- (c) Any teacher hired other than at the beginning of the school year shall be entitled to a fraction of the twenty (20) day sick leave equal to the fraction of the remaining year. On September first of the following year this teacher shall be entitled to twenty (20) sick leave days plus the number of days which he/she was entitled to in the previous year minus those which he/she has used.
- (d) Sick leave shall not continue to accrue while on any leave of absence without pay.
- (e) The Division may require that the sickness be certified by a physician, who may be appointed by the Division for the purpose.
- (f) The Division agrees to pay to the Local M.T.S. Association 5/12th of any rebates received under the Unemployment Insurance Premium Reduction plan in the year in which the Division receives the rebate.
- (g) This article shall be deemed to have been in effect for all teachers employed in the Division after January 1, 1971.
- (h) Notwithstanding subsection (a) above, a teacher shall be entitled to three (3) days of leave per school year charged against his/her sick leave accrual to attend to the illness or injury or medical appointment of his/her spouse, dependent children, or parents. Effective the Fall Term 2009, a teacher shall be entitled to four (4) days of leave per school year charged against his/her sick leave accrual to attend to the illness or injury or medical appointment of his/her spouse, dependent children, or parents. If the above teacher's spouse is also a teacher with Fort La Bosse School Division, they cannot access this article concurrently.

ARTICLE 14: MATERNITY, ADOPTIVE, and PARENTAL LEAVE

- (a)** Maternity leave shall be granted in accordance with the provisions of the Employment Standards Code (Province of Manitoba).
- (b)** Every teacher shall be entitled to unpaid adoptive or parental leave.
- (c)** Except as otherwise provided herein the Employment Standards Code (Province of Manitoba) 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 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 Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.
- (f)** 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 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 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. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.
- (h)** 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, 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.

ARTICLE 15: LEAVE OF ABSENCE FOR M.T.S. DUTIES

A. *M.T.S. Duties*

A teacher being a member of The Manitoba Teachers' Society Executive or of any branch thereof, or any special committee of the Society or any branch thereof, and being authorized by the Executive committee of the Society to attend a meeting of the Society in a matter of the Society business requiring absence from school, shall have the right to attend such meeting or to act as a representative or delegate and shall be excused from school duties for either purposes or both purposes on not more than a total of five (5) teaching days in any school year. Additional days may be granted at the discretion of the Division.

B. *Association President's Duties*

1. A teacher who is President of the Association shall be granted release time from regular teaching duties to attend to the duties of the Association.
2. This release time shall be an amount of time up to but not more than fifteen (15) days in any one academic year.
3. The amount and scheduling of this time shall be mutually agreed to by the Division and administration, and the Executive of the Association.
4. The Association shall reimburse the Division for costs incurred as a result of this release time.
5. The teacher taking this release time shall suffer no loss of benefits as a result.
6. The Association shall give the Division the maximum practicable length of notice prior to the President's taking that release time, failing which the Division may be justified in denying the leave.

C. *General*

All leaves of absence under (A) or (B) above are conditional upon the availability of an acceptable substitute, except in cases of genuine emergency. The cost of the substitute teacher shall be borne by the, Association.

ARTICLE 16: LEAVE FOR JURY OR WITNESS DUTY

Any teacher required to be absent from duties due to attendance at a court of law for purposes of acting as either a juror or when subpoenaed as, a witness, shall do so without loss of pay. Any moneys received by the teacher as a result of aforementioned duties shall be paid directly to the Division upon receipt. Any teacher required to be absent for these purposes shall submit details at the earliest possible date.

ARTICLE 17: SALARY CONTINUANCE

- (a) Group Long Term Disability Insurance is available to all teachers covered under this Agreement. All teachers coming on staff shall be required to participate in the plan.
- (b) The School Division will pay the whole of the premium and will deduct the entire monthly premium from the participating teacher's salary.

ARTICLE 18: GROUP INSURANCE

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

ARTICLE 19: M.T.S. FEE DEDUCTIONS**19.01 *Provincial Fees***

- (a) The Manitoba Teachers' Society membership fees shall be deducted from the salary of every teacher.
- (b) These deductions shall be made in ten (10) equal monthly instalments starting with the September cheque, according to the scale of fees established by The Manitoba Teachers' Society. Each monthly instalment will be forwarded to The Manitoba Teachers' Society normally not later than the last day of the following calendar month.

19.02 *Local Association Fees*

- (a) The annual fee of the Association shall be deducted from the salary of every teacher employed by the Division. The fee shall be deducted from all teachers at the end of their first month of employment. The fee shall be pro-rated for any teacher who begins employment after the start of the school year. The President of the Association shall inform the Division by letter of the amount to be deducted prior to the first day of September for each year's fees.
- (b) The Secretary-Treasurer shall send a cheque for the total amount of fees deducted to the Association no later than the last day of the following month.

ARTICLE 20: TRANSFER WITHIN A DIVISION

- (a) Teachers required by the Division to transfer to a different community within the Division shall receive reasonable notice of such transfer, and shall be entitled to receive from the Division reimbursement for their necessary, reasonable and actual moving expenses. The final arrangements for the moving and the costs of same shall be subject to Division approval prior to the move.

ARTICLE 20: TRANSFER WITHIN A DIVISION (continued)

- (b) In the case of a Board initiated transfer, the teacher shall have up to 2 days on site at their new school in which to prepare for their new assignment, the dates subject to approval of the Superintendent. Substitute costs, if any, are to be paid by the Division.

ARTICLE 21: SETTLEMENT OF DIFFERENCES

Where a violation of this Agreement is alleged by a party to or persons bound by the Agreement or on whose behalf it was entered into, or difference between the parties arises relating to the content, meaning, application or violation of this Agreement, either party shall, within forty-five (45) teaching days of the event given rise to the alleged violation or difference, or within forty-five (45) teaching days from the date on which the grievor became aware of the event given rise to the alleged violation or difference, notify the other party in writing, stating the alleged violation or difference and the solutions sought.

Any difference between the parties to, or persons bound by this 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 up the matter with the Division or the Division notifies the Association in writing of a desire to have the difference negotiated 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 request for the 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 chairman mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairman within the required seven (7) days, either party may request the Manitoba Labour Board to make the appointment.

ARTICLE 22: DISCIPLINE CLAUSE

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 the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 22 in Settlement of Differences.
2. When such a difference is referred to a Board of Arbitration under Article 23, the Board of Arbitration shall have the power to:
 - (a) uphold the discipline;
 - (b) rescind the discipline;
 - (c) vary or modify the discipline;

ARTICLE 22: DISCIPLINE CLAUSE (continued)

- (d) order the Division to pay all or part of any loss of pay and/or benefits in respect of the discipline;
 - (e) do one or more of the things set out in sub-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 purpose of disciplining said person.
4. The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 23: DUTY FREE LUNCH

- (a) Every teacher, except in the case of emergency or unforeseen circumstances, shall be entitled to an uninterrupted meal period between 11:30 a.m. and 1:30 p.m. each school day. This meal period shall equal 55 minutes or the time of the noon hour break of the school in which the teacher teaches, if it is greater or less than 55 minutes.
- (b) A designated professional staff member will be available on school premises to deal with discipline, parental inquiries and other issues under the jurisdiction of the teachers.

ARTICLE 24: GROUP EXTENDED HEALTH BENEFIT PLAN

The Division will administer the Manitoba Blue Cross Group Health Care Plan by making the required deduction from participating teachers and remitting same to the carrier.

ARTICLE 25: FREEDOM FROM VIOLENCE

The parties recognize the principle that all teachers should have a working environment free from physical violence, verbal abuse or the threat of physical assault and both parties shall make reasonable efforts to maintain this goal.

This section is subject to the Public Schools Act and regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.

Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.

ARTICLE 26: EXTRA-CURRICULAR ACTIVITIES

- (a) "Extra-curricular activities" means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.

ARTICLE 26: EXTRA-CURRICULAR ACTIVITIES (continued)

- (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) A teacher will be entitled to a paid leave of absence of up to two days provided that he/she:
 - (i) performs 50 hours of eligible extra-curricular duties for each day of paid leave of absence during a school year, and
 - (ii) the date for such leave shall be agreed upon between the principal and the teacher and,
 - (iii) the teacher may elect to carry forward his or her entitlement to the following school year, with two days of paid leave of absence being the maximum number of days allowed to accumulate.
- (e) A teacher who contributes less than 50 hours of extra-curricular duties within a particular school year shall be allowed the option of carrying these hours into the second year until such time as 50 hours are obtained, thus becoming eligible for one day of paid leave of absence in the second year. In such cases the entitlement must be used within 12 months of the days the 50 hours were completed.
- (f) Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for their proven reasonable and actual out-of-pocket expenses.

ARTICLE 27: LAY-OFF

1. When it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Division shall develop a seniority list as hereinafter provided. Such a list shall contain the names of those tenured teachers having the least seniority identified in sufficient numbers to enable the Division to lay-off the required number of teachers after taking into account the special subject, program and administrative needs of the Division. The Association and the teacher shall be permitted a period of ten (10) teaching days after May 1 of that year to protest in writing to the Division any alleged omission or incorrect listing, but such protest shall be confined to errors in or changes occurring since the last seniority list.
2. Notwithstanding the foregoing, the Division shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training or academic qualifications or experience for a specific teaching assignment.
3. Seniority for the purposes of this Agreement is defined to mean the length of continuous teaching experience from the date of last hire by the Division beginning with the first day of teaching thereafter within the Division.

ARTICLE 27: LAY-OFF (continued)

4. Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of employment with the Division.
5. Where teachers have the same seniority as defined in (3) and (4), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
6. Where teachers have the same seniority as defined in (3), (4), and (5), the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
7. If the length of teaching experience as defined in (3), (4), (5) and (6), is equal, the teacher to be declared surplus shall be determined by the Division.
8. A teacher will retain and accrue seniority if absent from work because of:
 - (a) illness or accident up to the maximum days accumulated under the provisions of the Collective Agreement;
 - (b) a leave of absence up to thirty (30) calendar days, other than following sick leave per 8(a);
 - (c) sabbatical leave;
 - (d) maternity leave under the provisions of the Employment Standards Code (C.C.S.M. E110).
9. A teacher shall retain but not accrue seniority if the teacher is:
 - (a) on leave of absence in excess of thirty (30) calendar days;
 - (b) laid off for a period of time less than that set out in Article 10. (d) hereof;
 - (c) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the Collective Agreement;
 - (d) absent because the Division has granted more maternity leave than required by the Employment Standards Code (C.C.S.M. E110).
10. A laid off teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
 - (a) the teacher resigns;
 - (b) the teacher is employed by another school division as a full-time teacher on a form 2, or equivalent full-time contract, approved by the Minister, except those teachers who are employed full time on such a contract for a limited term not to exceed one year;

ARTICLE 27: LAY-OFF (continued)

- (c) the teacher fails to return to work after the termination of any leave granted by the Division;
- (d) the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
- (e) the teacher's contract is terminated for cause;
- (f) any teacher on the re-employment list who refuses to accept a position for which the Division has determined that the teacher has the necessary training, academic qualifications, or experience to perform the work in the positions offered shall forfeit all right of seniority and re-employment subject to the exception contained in (b) hereof. In circumstances as outlined in 10. (b), refusal to accept employment shall forfeit all claims to the position offered.

11. Definitions

- (a) **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.
- (b) **Academic Qualifications:** Refers to the classification in which the teacher is placed by the Teachers' Certification and Records Branch of the Department of Education.
- (c) **Experience:** The practical application of the training over a period of time with respect to the particular subject or subjects.

- 12. In the event of a lay-off, the Division shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers that may be laid off and with a copy of the seniority list. The principal of each school that might be affected by possible lay-off would be notified.
- 13. Notice of lay-off and a copy of this policy shall be given to the teacher no later than the first day of May of the school year. The teacher, within ten (10) teaching days of receiving notice of a possible lay-off, shall indicate, in writing, his/her wish to be considered for re-employment, if said teacher is laid off.
- 14. If after lay-offs have occurred and for a period one calendar year after the 30th day of September following the date of lay-off, teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the position first when positions become available provided such teachers have the necessary training or academic qualifications or experience for the positions 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 or academic qualifications or experience.

15. 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 within (6) teaching days 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) teaching days following such notification unless by mutual agreement.
16. A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in Article 14 above.
17. 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.
18. Notwithstanding any provision of this policy the foregoing lay-off provisions shall not apply to teachers continuously employed under one (1) contract with the Division for less than one (1) year, or to teachers employed for a specific term where during that term the teacher is employed on the express written understanding that such teacher will not after the completion of such term be employed by the Division.

ARTICLE 28: PER DIEM (FORMERLY 1/200TH LANGUAGE)

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

- (a) Payment at Per Diem Rate

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

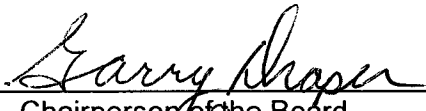
- (b) Deduction at Per Diem Rate

$$\frac{\text{No. of days leave without pay}}{\text{No. of school days in the school Year as defined by the Minister of Education}} \times \text{Teacher's current annual salary}$$

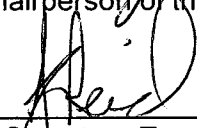
ARTICLE 29

Dated at VIRDEN Manitoba, this 30 day of April A.D. 2008

Signed and agreed on behalf of the
Fort La Bosse School Division

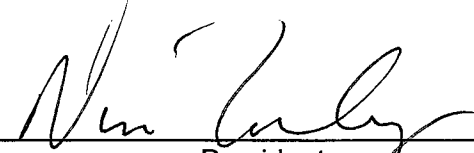


Chairperson of the Board



Secretary-Treasurer

Signed and agreed on behalf of the
Fort La Bosse Division Association
of the Manitoba Teachers' Society



President



Secretary

APPENDIX "A"**Summer Savings Plan**

- (A)** Effective September, 2000 the Division will establish a Summer Savings Plan for teachers. The purpose of the Plan is to defer net pay. Rules regarding eligibility, enrolment in the Plan, access to deferred net pay and methods of payment are as set out below.
- i)** Eligible employees are teachers on a Form 2 contract and teachers on a Form 2A contract whose term of employment will extend to or beyond June 30th in any year.
 - ii)** Current employees, and employees commencing employment at the beginning of a school year, may opt into the Plan only once per year at the beginning of the school year, but not later than September 15th.
 - iii)** Employees on a Form 2A contract may opt into the Plan only once per school year regardless of the number of Form 2A contracts they may be signed to in a school year.
 - iv)** New employees hired at other than the beginning of a school year may opt into the Plan only once per year at commencement of their employment with the Division but not before October 1st in a school year.
 - v)** Employees must submit a signed request to opt into the Plan on the approved Division form. No other form of notice to opt into the Plan will be accepted.
 - vi)** Deductions from net pay in any month shall not exceed 1.1% of the estimated annual gross pay of an employee for the current school year.
 - vii)** No withdrawals from the Plan of deferred net pay may be made prior to the final regular pay date in June in a school year.
 - viii)** Employees terminating employment with the Division prior to June 30th in a school year will have the entire amount of their deferred net pay paid out in one payment on or before their termination date.
 - ix)** Employees must withdraw all net pay deferred in one school year before the commencement of the next immediate school year.

APPENDIX "A"**Summer Savings Plan (continued)**

- x)** An employee may choose to have their deferred net pay paid -to them in either one, two or three payments as follows:
 - a)** One lump sum at the end of June;
 - b)** Equal payments at the end of June and July;
 - c)** Equal payments at the end of July and August;
 - d)** Equal payments at the end of June, July and August.

Payment will be made by negotiable cheque in all cases.

- (B)** The Division will deposit deferred net pay in a separate Division bank account. Earned interest in this account as of June 30th in each year will be paid to the Local Association.
- (C)** The Division will ensure that accounting records adequately provide for identification of each employee's deferred net pay accrual.
- (D)** The Division will provide a written statement to each employee of their deferred net pay balance once per year in June.

BOARD POLICY RE: PERSONAL LEAVE OF ABSENCE
THE FORT LA BOSSE DIVISION ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

Each teacher, except a teacher in his or her first year with the Fort La Bosse School Division, shall be entitled to one day of personal leave of absence per school year without deductions, and this personal leave of absence shall be cumulative to a maximum of three days without deductions. A teacher in his or her first year as an employee of Fort La Bosse School Division shall be entitled to one day of personal leave of absence during that school year with deduction at substitute rate.

All teachers may take an additional three days for purposes of personal leave of absence with deductions as follows:

- (a)** substitute pay for the first of these days in any one school year whether or not a substitute is employed;
- (b)** 1/200 of his or her annual rate of salary for each of the second and third of these days taken as personal leave of absence in any one school year.

In the event that a teacher has accumulated two days of personal leave of absence without deductions, he or she shall be entitled to two additional days personal leave of absence with deductions at 1/200 of his or her annual rate of salary for each of these two additional days of personal leave of absence. In the event that a teacher has accumulated three days of personal leave of absence without deductions, he or she shall be entitled to one additional day personal leave of absence with deductions at 1/200 of his or her annual rate of salary for this additional day of personal leave of absence.

All personal leave of absence shall be subject, upon application, to the approval of the principal of the school concerned; personal leave of absence for principals shall be approved by the Superintendent or Assistant Superintendent of Schools. Where circumstances permit, such application shall be submitted to the principal, or to the Superintendent or Assistant Superintendent, not less than two days prior to the requested date of leave.

Memorandum of Agreement
Between
THE FORT LA BOSSE SCHOOL DIVISION
And
THE FORT LA BOSSE DIVISION ASSOCIATION OF THE MANITOBA
TEACHERS' SOCIETY
On
Maternity Leave Benefits Application Rules

The above parties do hereby agree to the following application rules, terms and conditions for the Maternity Leave Supplementary Employment Benefit Plan per Article 15.

1. The maternity leave period, which is eligible for payment under this Article, is the first 17 weeks (the 2 week waiting period and the next immediate 15 weeks).
2. Where any portion of the 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 15.
3. A specific application or registration for a Supplementary Employment 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 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 the date of signing of the agreement, and a portion of the first 17 weeks falls after the date of signing of the Agreement, the teacher shall be entitled to receive the paid maternity leave benefit for the portion (if any) of the first 17 weeks of maternity leave which falls after the date of the signing of the Agreement.
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 consecutive teaching months in the employ of the Fort la Bosse School Division must be served, as per the Employment Standards Code of Manitoba legislation, 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 17 weeks referenced in (1) above which occurs after the completion of the seven (7) month qualifying period.
7. The Division requires, from each of the teachers on maternity leave, a copy of the letter from Human Resources Development Canada that confirms their approval with effective dates for maternity benefits in order to accurately calculate her entitlement. This is a letter which the teacher should have received (or will receive) from HRDC four to six 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.

Dated at VIRDEN Manitoba, this 30 day of April A.D. 2008

Signed and agreed on behalf of the
Fort La Bosse School Division

Garry Draper
Chairperson of the Board

Reed
Secretary-Treasurer

Signed and agreed on behalf of the Fort La
Bosse Division Association of the Manitoba
Teachers' Society

Mr. [Signature]
President

Carolyn Beth Allison
Secretary