



July 1, 2007 - June 30, 2010



COLLECTIVE AGREEMENT
Between
THE GARDEN VALLEY SCHOOL DIVISION
And
THE GARDEN VALLEY TEACHERS' ASSOCIATION

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ARTICLE 1: PURPOSE

It is the purpose of the parties to this Agreement to establish certain conditions of employment including a salary schedule for all teachers covered by this Agreement, and to provide a basis for both parties to improve the professional and academic services rendered to the school children and citizens of Garden Valley School Division.

ARTICLE 2: EFFECTIVE PERIOD

This Agreement shall come into force and take effect as from the first day of July, 2007 and shall remain in force until the 30th day of June, 2010. Thereafter it shall automatically renew itself annually unless either party gives the other written notice, by registered mail, of a desire to terminate or amend the agreement. Should either part desire to terminate or amend the agreement, such party shall notify the other parties of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration thereof.

ARTICLE 3: SCOPE

All teachers on staff, holding a teaching certificate, currently recognized by Manitoba Education and Training, or a limited teaching permit issued under the Education Department Act (and teachers employed under Article 6), shall come within the scope of this Agreement.

ARTICLE 4: SALARY

4.01: BASIC SALARY SCHEDULE

Teachers' Salary Schedule effective the first day of the fall term - September 1, 2007: 3%							
Class	1	2	3	4	5	6	7
Increment							
0	28,187	31,410	35,532	42,807	45,826	48,399	51,138
1	29,521	33,213	37,737	45,535	48,699	51,066	53,869
2	30,850	35,022	39,943	48,268	51,555	53,732	56,612
3	32,188	36,888	42,146	50,997	54,445	56,399	59,354
4	33,524	38,631	44,350	53,732	57,321	59,067	62,088
5	34,866	40,440	46,552	56,460	60,191	61,735	64,828
6	36,198	42,243	48,762	59,194	63,064	64,399	67,567
7	37,533	44,053	50,964	61,925	65,938	67,060	70,304
8				64,656	68,810	69,728	73,042
9				67,382	71,682	72,395	75,740
10						75,060	78,523

Teachers' Salary Schedule effective the first day of the fall term - September 1, 2008: 3% + \$300							
Class	1	2	3	4	5	6	7
Increment							
0	29,333	32,652	36,898	44,391	47,501	50,151	52,973
1	30,706	34,510	39,169	47,201	50,460	52,898	55,785
2	32,075	36,373	41,442	50,016	53,401	55,644	58,610
3	33,453	38,295	43,710	52,827	56,378	58,391	61,434
4	34,830	40,090	45,980	55,644	59,340	61,139	64,251
5	36,211	41,953	48,248	58,454	62,297	63,887	67,073
6	37,584	43,811	50,525	61,270	65,256	66,631	69,894
7	38,959	45,675	52,793	64,082	68,216	69,372	72,713
8				66,896	71,174	72,120	75,534
9				69,703	74,132	74,866	78,312
10						77,612	81,179

Teachers' Salary Schedule effective the first day of the fall term - September 1, 2009: 3% + \$300							
Class	1	2	3	4	5	6	7
Increment							
0	30,513	33,932	38,305	46,023	49,226	51,955	54,862
1	31,928	35,845	40,644	48,917	52,274	54,785	57,759
2	33,337	37,764	42,985	51,816	55,303	57,613	60,669
3	34,757	39,744	45,321	54,712	58,369	60,442	63,577
4	36,175	41,593	47,660	57,613	61,420	63,274	66,479
5	37,598	43,512	49,996	60,508	64,466	66,104	69,385
6	39,012	45,425	52,341	63,408	67,513	68,930	72,291
7	40,428	47,345	54,677	66,305	70,562	71,753	75,194
8				69,203	73,610	74,583	78,100
9				72,094	76,656	77,412	80,962
10						80,240	83,914

4.02: ANNUAL INCREMENTS

- A. Except as hereinafter provided, teachers shall proceed from their initial salary by increments as indicated in Articles 4.01 and 4.02 for each year of service in the teaching profession.
- B. Annual increments shall be paid on September 1 if the anniversary date of experience falls between April 1 and October 31, and on January 1 if the anniversary date of experience falls between November 1 and March 31.
- C. Any teacher who improves his or her academic or professional qualifications and thereby reaches a higher salary classification shall be paid according to such improved qualifications, as provided for in this Agreement, effective September 1st of the year in which such improved qualifications were obtained.

The onus is on the teacher to give notice to the Division of increased qualifications. The teacher must provide documentary evidence that his/her increased qualifications have been registered with the Manitoba Education Professional Certification Unit. If evidence is not submitted by November 15 then the change in classification will be effective the month following submission of evidence.

4.03: CREDIT FOR EXPERIENCE

Teachers coming on staff shall be credited for past experience as follows:

- A. Permit Experience:
 1. Teachers on staff as of January 1, 1971, shall continue to receive credit for all permit experience recognized prior to January 1, 1971 until class

maximum is reached.

2. Teachers coming on staff after January 1, 1971 shall receive credit for two years only of permit experience.
- B. Teachers coming on staff after December 31, 1972 shall receive credit for experience as is recognized by the Manitoba Education Professional Certification Unit.
- C. Vocational Industrial and Business Education Teachers: Experience gained prior to becoming a teacher in this area shall be evaluated at 1 increment for every 2 years of practical experience so achieved in the particular field of expertise to a maximum of 5 increments.

4.04: EDUCATIONAL QUALIFICATIONS

- A. For the purpose of the salary schedule, members of the teaching staff shall be classified according to the classification awarded them by the Manitoba Education Professional Certification Unit (Manitoba Regulation 515/88R).

- B. Unspecified Qualifications

If a teacher engaged by the Division whose qualifications cannot be specifically defined by the terms of this Agreement, the Division shall meet with the Division Association Committee to determine the placement of such teachers on the salary schedule not later than 15 days following the effective date of employment.

4.05: SALARY PROTECTION

No teachers presently on staff shall suffer a reduction in basic salary (under Article 4.01), by reason of this Agreement.

4.06: SALARY PAYMENTS

Teachers shall be paid their annual salary in twelve equal monthly payments. Payment will be made on the last teaching Friday of each month with the exception of June when the payments for June, July and August will be made on the last teaching day of June. Salary payments will be made by direct bank deposit.

4.07: INTEREST ON RETROACTIVE PAY

The Division shall pay to members of the Association interest on the net amount of any retroactive pay which may be paid to such members, calculated from the date on which the monies would have been due to the date of actual payment. The interest shall be computed at the Bank of Canada rate less 1% at the time the agreement is signed.

4.08: PER DIEM SALARY RATES

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 deduction or payment shall be calculated in accordance with the appropriate formula set out below:

A. Payment at Per Diem Rate

No. of days for which payment is due
No. of school days in the school year X Teachers' Current Annual Salary
As defined by the Minister of Education

B. Deduction at Per Diem Rate

No. of days leave without pay
No. of school days in the school year X Teachers' Current Annual Salary
As defined by the Minister of Education

ARTICLE 5: ADMINISTRATION ALLOWANCE

The Principal's and Vice Principal's salary shall be composed of two elements as follows:

5.01 A basic salary according to Article 4.01 of this Agreement, plus

A. An allowance for administrative and supervisory duties as follows:

1. Principals shall receive an allowance as follows:

Effective 1st day of the Fall Term 2007 (3%):
a base of \$2,535 plus \$627 per teacher supervised to a maximum of \$22,248, except Garden Valley Collegiate where the maximum shall be \$23,635.

Effective 1st day of the Fall Term 2008 (3%):
a base of \$2,611 plus \$646 per teacher supervised to a maximum of \$22,915 except Garden Valley Collegiate where the maximum shall be \$24,344.

Effective 1st day of the Fall Term 2009 (3%):
A base of 2,689 plus \$665 per teacher supervised to a maximum of \$23,602 except Garden Valley Collegiate where the maximum shall be \$25,074.

2. Where the board appoints a vice principal, the vice principal shall be entitled to an allowance of 60% of the principal's allowance x percent (%) of

administrative time as designated by the Board.

3. Acting Principal Allowance:

The Division shall appoint a teacher to serve as the acting principal when the school's principal and vice principal(s) are both absent from the school, or when the principal, where there is no vice principal, is absent from the school. The acting principal shall be paid an administrative allowance of 1/4 of the principal's per diem allowance (minimum \$12.00) for each one half (1/2) day in that position.

4. Head Teacher Allowance:

In those administration units that have a supervising Principal, a teacher shall be appointed as the head teacher in each school within the unit and shall be paid an annual allowance for this appointment as follows:

Effective 1st day of the Fall Term 2007 (3%): \$1,107
Effective 1st day of the Fall Term 2008 (3%): \$1,140
Effective 1st day of the Fall Term 2009 (3%): \$1,174

For those units that have a Vice Principal no head teacher will be appointed in the supervising location.

5.02: Coordinator

A teacher appointed as Coordinator shall receive compensation at the following annual rates:

	Level 1 (First Year)	Level 2 (Second Year)	Level 3 (Third Year)
Effective 1 st day of the Fall Term 2007 (3%):	\$2,360	\$3,545	\$4,712
Effective 1 st day of the Fall Term 2008 (3%):	\$2,430	\$3,651	\$4,853
Effective 1 st day of the Fall Term 2009 (3%):	\$2,503	\$3,761	\$4,999

5.03: Multi-Grade Classes

Teachers teaching in Multi-Grade Classes shall be paid the following annual rate per grade in excess of one grade except in Garden Valley Collegiate and the following: Band, Music, Choir, Physical Education, Industrial Technology and similar situations.

Effective 1st day of the Fall Term 2007 (3%): \$193
Effective 1st day of the Fall Term 2008 (3%): \$199
Effective 1st day of the Fall Term 2009 (3%): \$205

ARTICLE 6: SUBSTITUTE TEACHERS

- 6.01 Substitute teacher means a teacher employed on a day to day basis.
- 6.02 Substitute teachers shall not be eligible for wages, benefits or rights under this Collective Agreement except as may be specifically covered in this article.
- 6.03 Substitution days cannot be accumulated from one assignment to another.
- 6.04 A substitute teacher who assumes the teaching workload of a teacher for a period exceeding five (5) consecutive days, shall be paid the per diem rate of his or her classification according to qualifications and experience under Article 4.01, retroactive to the first day.
- 6.05 The following articles of the Collective Agreement apply to substitute teachers:
 - Definitions
 - Article 1 Purpose
 - Article 2 Effective Period
 - Article 4.01 Basic Salary Schedule (Information purposes only)
 - Article 4.02 Annual Increments (Information purposes only)
 - Article 4.03 Credit for Experience (Information purposes only)
 - Article 4.04 Education Qualifications (When **Article 6.10** applies to a substitute teacher)
 - Article 11 Duty Free Meal Period
 - Article 16 Adjustment
 - Article 17 Settlement of Differences
 - Article 20 Discipline
 - Article 24 Freedom from Violence
 - Article 25 Employment Related Harassment
- 6.06 Manitoba Teachers' Society fees shall be deducted and remitted from a substitute teacher's pay in accordance with the guidelines established by the Manitoba Teachers' Society.
 - A. Garden Valley Teachers' Association fees shall be deducted and remitted from a substitute teacher's pay monthly. These fees shall be pro-rated on the basis of the number of days worked in a given month.
 - B. The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of Manitoba Teachers' Society fees or Garden Valley Teachers' Association fees.
- 6.07 Substitute teachers shall be paid on the last teaching Friday of each month.
- 6.08 Effective date of signing (February 9, 2010), substitute teachers employed by the Division shall be paid at the following rates:
 - Teachers without a degree shall be paid at the rate of \$108.00 per day including vacation pay.

Teachers with a degree shall be paid at the rate of \$124.00 per day including vacation pay.

- 6.09 A substitute teacher shall be allowed one (1) day of sick leave with pay for each nine (9) consecutive days taught in an assignment.

Sick leave days shall not accumulate from assignment to assignment. The use of a sick day with pay shall not constitute an interruption of consecutive days of substitute teaching in an assignment. Assignment shall mean consecutive teaching days in one (1) position.

- 6.10 A substitute teacher who has been employed for at least twenty (20) consecutive days of substitute teaching in the same assignment shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher – General Contract.

Notwithstanding the above, whenever it is known the assignment is to be at least 20 consecutive days of substitute teaching, the teacher shall be signed to a Limited Term Contract. In-service days or Administrative days shall not constitute a break in extended substitute teaching.

- 6.11 A. A substitute teacher who is called for a half day assignment and shows up to the school and is told by the school administrator that their services are not required, shall be paid a half-day's pay.
- B. A substitute teacher who is called for a full day assignment and shows up to the school and is told by the school administrator that their services are not required, shall be paid a full-day's pay.
- 6.12 The only matters which may be grieved under Article 17: Settlement of Differences by a substitute teacher or the Association on behalf of the 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 7: SICK LEAVE

- 7.01 A. Where a teacher is ill, he or she shall be entitled to sick leave during his or her illness and to be paid his or her salary during sick leave, but subject to 7.02, the leave shall not exceed twenty (20) teaching days in any school year. The entitlement shall be prorated for a teacher who does not work the entire school year either on a Teacher General or Limited Term Teacher General contract.
- B. Effective May 1 2006, this provision shall be prorated for the months remaining in the 2005/06 school year.
- 7.02 Effective the date of signing (February 9, 2010), increase the maximum provision of sick leave days to 115.
- 7.03 Teachers employed on a part time basis who have a contract with the Division, shall be granted sick leave with pay pro-rated based on full time equivalents ("F.T.E.").

For example: A teacher who is employed by the Division for 50% time would be eligible for twenty (20) 50% days per year to a maximum of one hundred fifteen (115) 50% days per year. If this teacher's time increased to 100% and was then required to use sick time, 115 50% days would be converted to 57.5 F.T.E. days for the purposes of determining the teacher's sick leave entitlement while employed at 100%.

- 7.04 Each teacher employed under contract by the Division shall receive notification of accumulated sick leave entitlement no later than the last teaching Friday of September.
- 7.05 There shall be no accumulation of sick leave credited for periods of "Leave of Absence" and/or Sabbatical Leave.
- 7.06 Should the Division become eligible for a reduction on premium under the Unemployment Insurance Act, the teachers' 5/12 share of the premium reduction will be remitted twice yearly (at the conclusion of the spring and fall terms) to the treasurer of the Association.
- 7.07 SICK LEAVE USAGE - FAMILY MEDICAL LEAVE

Each teacher is permitted to use up to 3 days of accumulated sick leave per year to attend to family related medical issues. This leave is for serious medical issues for members of the teacher's immediate family. Staff should use local services where possible and arrangement of appointment times that would minimize their absence. This leave is non-cumulative from one school year to the next school year. This leave is prorated for part-time teachers. A doctor's certificate may be requested.

ARTICLE 8: COMPASSIONATE LEAVE

- 8.01 Effective the date of signing this Agreement (June 1, 2004), each teacher shall be allowed compassionate leave without loss of salary up to but not exceeding four (4) days in the case of death or serious illness of any member of the immediate family of the teacher. Immediate family shall include: spouse, child, parent, brother, sister, parent-in-law, grandparent of the teacher or spouse, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- 8.02 In addition, each teacher shall be allowed compassionate leave without loss of salary up to, but not exceeding one day in the case of death or serious illness of an aunt, uncle, niece and nephew.
- 8.03 Additional leave beyond this for compassionate reasons regarding the people mentioned in this clause may be granted at the discretion of the Board, with such additional leave at substitute deduction.

ARTICLE 9: LEAVE FOR EXECUTIVE DUTIES

- 9.01 A teacher, being a member of The Manitoba Teachers' Society Executive Committee or of the Executive Committee, or any branch thereof, or of any special committee of the Society, or being appointed an official representative or delegate of the Society, or any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee which he/she is a member of or to act as a representative or delegate, shall be excused from school duties for either purpose or both purposes. In any one school year the aggregate number of leave days approved division wide shall not exceed 30 days. In those years that a teacher is elected to the MTS Provincial Executive the aggregate number shall not exceed 35 days.
- 9.02 The cost of providing the substitute teacher shall be assumed by the Society and shall not be a charge upon the Division. No additional leave of absence beyond 30 or 35 days in a school year shall be taken for the purpose mentioned above except with the consent and approval of the Board thereof prior to taking such a leave.
- 9.03 In addition to the provisions of the first paragraph of Article 9.01, any teacher who is elected President of the Garden Valley Teachers' Association shall be seconded for 1/4 time. Such time shall be taken at a time mutually agreed to between the Association and the Division.
- 9.04 The Association shall reimburse the Division for all salary and benefits costs of the secondment.
- 9.05 Upon return from the secondment, the teacher shall be placed in the same assignment held by the teacher prior to the secondment, unless there is a mutual agreement between the teacher and the Division to do otherwise.

ARTICLE 10: PARENTING LEAVE

All changes to this article effective September 1, 2007.

Maternity Leave, Adoptive Leave and Parental Leave

- 10.01 Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive/parental leave in accordance with this article.
- 10.02 Every teacher shall be entitled to unpaid parental leave.
- 10.03 Except as otherwise provided herein, the Manitoba Employment Standards Code will apply.
- 10.04 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.

Supplementary Employment Benefits Plan

- 10.05 After having served a qualifying period of seven (7) consecutive teaching months in the employ of the Garden Valley School Division, a teacher who is eligible for maternity leave under the provisions of the Employment Standards Code, and who qualifies for Employment

Insurance benefits, 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 gross salary being earned at the time leave was taken. This pay shall include any benefits received from Human Resources Development Canada to a Supplementary Employment Benefits Plan.

- 10.06 In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
- A. For the first two weeks, payments equivalent to 90% of her gross salary, and
 - B. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.
- 10.07 After having served a qualifying period of seven (7) consecutive teaching months in the employ of the Garden Valley School Division, a teacher who is eligible for adoptive/parental leave under the provisions of the Employment Standards Code, and who qualifies for Employment Insurance benefits, 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 gross salary being earned at the time leave was taken. This pay shall include any benefits received from Human Resources Development Canada to a Supplementary Employment Benefits Plan.
- 10.08 In respect of the period of adoptive/parental leave, payments made according to the SEB Plan will consist of the following:
- A. For the first two weeks, payments equivalent to 90% of gross salary, and
 - B. Up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.
- 10.09 Where any portion of the 17 weeks referenced in 10.06 above, or where any portion of the 10 weeks referenced in 10.08 above, falls during the summer, Christmas break, Spring break, or any other period for when the teacher would not be earning his or her salary, that portion of the leave period does not qualify the teacher to receive a top-up benefit pursuant to this article.
- 10.10 A. Where a teacher had commenced her maternity leave prior to June 30 of a given year, and a portion of the first 17 weeks falls after the start of the next immediate fall term, the teacher shall be entitled to receive the top-up payments for the portion, if any, of the first 17 weeks of maternity leave which falls after the start of the next immediate fall term.
- B. Where a teacher had commenced his or her adoptive/parental leave prior to June 30 of a given year, and a portion of the first 10 weeks falls after the start of the next immediate fall term, the teacher shall be entitled to receive the top-up payments for the portion, if any, of the first 10 weeks of adoptive/parental leave which falls after the start of the next immediate fall term.

ARTICLE 11: DUTY FREE MEAL PERIOD

- 11.01 Effective January 01, 1994, that except in cases of emergency, or in unforeseen circumstances, every teacher shall be entitled to an uninterrupted meal period between 11:30 a.m. and 1:30 p.m. each school day; and, this meal period shall be at least thirty (30) minutes long.

Effective June 30, 2010, except in cases of emergency, or in unforeseen circumstances, every teacher shall be entitled to an uninterrupted meal period of fifty-five minutes duration between 11:00 a.m. and 2:00 p.m. each school day. Designated professional staff will be on call on the premises during the meal period to deal with emergencies or unforeseen circumstances.

- 11.02 It is understood by both the Board and the Association that teachers may, on an individual and voluntary basis, agree to hold meetings during the meal period. Any activities undertaken with students by teachers during the meal period will be completely voluntary.

ARTICLE 12: EARLY RETIREMENT INCENTIVE

- 12.01 The Division will provide an early retirement incentive to teachers under contract to the Division in accordance with the foregoing:
- A. That seven (7) consecutive years of service with the Garden Valley School Division be required with the last year of employment being the year in which the Early Retirement Incentive is taken.
 - B. A Deferred Salary Leave shall not constitute a break in service with the Division.
 - C. That a sliding incentive scale be used, as follows:
 - 1. 54 and 55 years of age to receive \$15,000.00;
 - 2. 56 and 57 years of age to receive \$12,000.00;
 - D. That the incentive payment be pro-rated based on time taught during the seven (7) consecutive years of employment prior to the incentive being taken.
 - E. That there be no restriction on the number of incentives offered, provided applicants meet the eligibility requirements stipulated above and have submitted notification of retirement prior to March 15 of the school year in which they wish to retire. Teachers submitting such notification will be permitted to complete the school year.
 - F. That the Early Retirement Incentive take effect January 1, 1994.

ARTICLE 13: CODE OF BEHAVIOUR

Whereas the Division has implemented a Code of Behavior Policy, at the request of either party, a joint Board

(GVSD) - Association (GVTA) committee shall be struck, as necessary, to review any problems arising from the policy.

ARTICLE 14: MEMBERSHIP FEES

- 14.01 The Manitoba Teachers' Society membership fees shall be deducted from every teacher who has not given written notice to the Division prior to September 15 that he/she is not a member of The Manitoba Teachers' Society.
- 14.02 The teachers' annual fees to the Association shall be deducted during the month of October from every teacher who has not given written notice to the Division prior to September 15th that he/she does not wish to have such fees deducted.
- 14.03 Remittance of Association fees to the Association shall be made during the month of November.
- 14.04 The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of Manitoba Teachers' Society fees or Garden Valley Teachers' Association fees.

ARTICLE 15: GROUP LIFE INSURANCE

- 15.01 The Board will administer the Manitoba Public School Employees Group Life Insurance Plan #50561-G according to the terms and conditions of the Master Policy of the said plan.
- 15.02 Unless otherwise excluded, the employees' share of annual premiums shall be deducted in equal amounts from each salary cheque, for all participants in the plan.
- 15.03 All employees coming on staff after the effective date of the implementation of the plan in the Division (District) 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 16: ADJUSTMENT

Any adjustments of this Agreement shall be made only by negotiations between the Board and the Association.

ARTICLE 17: SETTLEMENT OF DIFFERENCES

- 17.01 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:

- A. Within thirty (30) teaching days of the event giving rise to the alleged violation or difference, or;
- B. Within thirty (30) teaching days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other party in writing stating the alleged violation or difference and the solution sought.
- C. If the alleged violation or difference is not settled to the satisfaction of the parties within ten (10) teaching days from the date of written notification, then the matter shall, upon the written request of either party, be submitted to an arbitration board, consisting of three members.
- D. The request for arbitration shall be made not later than ten (10) teaching days after the expiration of the ten day period provided for the negotiated resolution of the dispute.
- E. 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.
- F. These two arbitrators, within a further period of seven (7) days after their appointment, shall meet and select a chairperson. Should the two arbitrators fail to agree upon a chairperson, within the requested seven (7) days, either party may request the Manitoba Labour Board to appoint a chairperson.
- G. 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 with the necessary changes in points of detail to a single arbitrator.
- H. Except as herein provided the Labour Relations Act applies.

ARTICLE 18: DUE PROCESS FOR ADMINISTRATORS

- 18.01 No teacher in an administrative or supervisory position for at least one (1) year shall suffer a reduction in salary or be transferred from such a position to another OR to a non-administrative or non-supervisory position until:
- A. he/she has first received notice, in writing, of the specific reason(s) why such a reduction in salary or change in position is being contemplated; whereupon,
 - B. He/she shall have the opportunity of a fair hearing to make representation in person or through his/her representative to the Board, 'in camera,' to respond to the reason(s), should he/she so desire.
 - C. Where the teacher is not satisfied that the action taken by the Board is fair and reasonable, the Board's action shall be deemed to be a difference between the parties or persons bound by this Collective Agreement under Article 17: Settlement of Differences.

ARTICLE 19: LAY OFF / SENIORITY

- 19.01 The Division will provide a seniority list to the Association by March 31 of each year.
- 19.02 When it is determined by the Board 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 Board 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 Board to lay-off the required number of teachers after taking into account the special subject, program and administrative needs of the Board. The Association and the teacher shall be permitted a period of ten (10) teaching days after posting of such list to protest in writing to the Board any alleged omission or incorrect listing, but such protest shall be confined to errors in or changes occurring since the posting of the 1st seniority list.
- 19.03 Notwithstanding the foregoing, the Board 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, academic qualifications and experience for a specific teaching assignment.
- 19.04 Definitions
1. Training: instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
 2. Academic Qualifications: refers to the classification in which the teacher is placed by the Teachers' Certification and Records Branch of Manitoba Education and Training.
 3. Experience: the practical applications of the training over a period of time with respect to the particular subject or subjects.
 4. Length of Teaching Service:
 - a. Seniority for the purpose of this policy is defined to mean the length of continuous teaching experience from the date of last hire with the Division on a current Form 2 contract or Teacher General Contract.
 - b. Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of total length of employment with the Division.
 - c. Where teachers have the same seniority as defined in (a) and (b), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
 - d. Where teachers have the same seniority as defined in (a), (b), and (c), the order of or seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification

purposes.

- e. If the length of teaching experience as defined in (a), (b), (c) and (d) is equal, the teacher to be declared surplus shall be determined by the Board.

19.05 In the event of a lay-off, the Board shall meet with the Executive of the Association to discuss the implications of the lay-offs and shall provide the Association with a list of teachers to be laid-off.

19.06 Notice of lay-off and a copy of this article shall be given to the teacher by registered mail no later than the first day of May of any school year. The teacher, within ten (10) teaching days of receiving notice of lay-off, shall indicate, in writing of 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.

19.07 If after lay-offs have occurred and for a period of one calendar year after the 30th day of September following the date of lay-off, teachers who have been laid-off and have given notice by registered mail under paragraph (19.06) above shall be offered the position first as it becomes available, when positions become vacant provided such teachers have the necessary training, academic qualifications and experience for the positions available. Length of teaching service with the Board will be used to determine the order in which the laid-off teachers are offered the available positions provided that said teachers have the necessary training, academic qualifications and experience.

19.08 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 15 teaching days of the registered letter being sent, his/her intent to return to work and shall be required to return to work on the date set out in the notice which shall not be less than one month's calendar days following 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 he/she shall lose seniority.

19.09 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;
- C. parenting leave under the provisions of the Employment Standards Act.

19.10 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 19.11 C. 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. on sabbatical leave;
- E. absent because the Division has granted more parenting leave than required by the Employment Standards Act.

19.11 Without limiting the generality of the foregoing, a 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 fails to return to work after the termination of any leave granted by the Board;
- C. the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
- D. the teacher's contract is terminated for cause;
- E. any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, and experience to perform the work in the position offered shall forfeit all right of seniority and re-employment.

A teacher who has lost seniority as a result of the application of this article shall be notified as soon as possible that his/her teaching contract has been terminated.

- F. The teacher is employed by another School Board on a regular basis and on a Form 2 contract or Teacher General contract.

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

19.13 Notwithstanding any other provisions of this article, the lay-off provisions shall not apply to teachers who are not tenured 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.

Tenure means the status of a teacher as defined in Sections 92(5) and 92(6) of the Public Schools Act, who is continuously employed by the School Board for more than one full school year or who was employed by one other School Board in the Province for more than one full school year within 3 years prior thereto.

ARTICLE 20: DISCIPLINE

- 20.01 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:
- A. Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by the 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 17: Settlement of Differences.
 - B. When such a difference is referred to a Board of Arbitration under Article 17.01, the Board of Arbitration shall have the power to:
 - 1. uphold the discipline,
 - 2. rescind the discipline,
 - 3. vary or modify the discipline,
 - 4. order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline,
 - 5. do one or more of the things set out in subclause 1, 2, 3, and 4 above.
 - C. The written warning(s) shall not include teacher evaluations 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.
 - D. The Association agrees that the Division or any agent thereof has the right to suspend an employee with or without pay for just cause.

ARTICLE 21: TERM CONTRACTS

- 21.01 A teacher who has been employed full time or part time in the Division under a Limited Term Teacher – General contract for two (2) successive entire school years and who subsequently is employed under a Teacher - General contract shall be deemed to have been employed under a Teacher - General contract since the commencement of his or her successive duties under a Limited Term Teacher – General contract, and shall be entitled retroactively to seniority.
- 21.02 Sick leave earned but not utilized, while employed on a term contract, may be carried forward to employment under a Teacher - General or subsequent Limited Term Teacher-General, only in instances where employment on a Limited Term Teacher - General has been continuous and there has been no break in service. For the purpose of this clause, a continuous Limited Term Teacher - General contract will be employment with the Division under the Limited Term Teacher - General contract where there has been no break in service between one Limited Term Teacher - General contract and another Limited Term Teacher - General contract or Teacher - General contract. For further clarity, the summer, winter and spring breaks do not constitute a break in service provided that the teacher has a

summer, winter or spring break and a Limited Term Teacher - General or Teacher - General contract is in force and in effect the first teaching day following that summer, winter or spring break.

ARTICLE 22: EXTRA-CURRICULAR ACTIVITIES

- 22.01 Effective September 2009, a teacher who participates in extra curricular activities shall be entitled to a paid leave of absence of one (1) day per school year, non-cumulative provided that at least fifty (50) hours of extra curricular duties are performed in that school year. A teacher who participates in an additional one hundred hours (a total of 150 hours) of extra curricular duties shall be entitled to a second day of paid leave of absence per school year.
- 22.02 A part time teacher shall be entitled to the equivalent time off as that of a full time teacher.
- 22.03 In the case where the teacher accumulates sufficient hours to qualify for a day of leave in any school year, the teacher may choose to take the day in the following school year. The maximum leave allowed to be carried over by a teacher to the next school year shall be one day.
- 22.04 An extra-curricular activity is an activity which has received prior approval from the school Principal. In areas where a question arises regarding whether an activity would qualify under this clause, the school principal will consult with the Superintendent.

ARTICLE 23: PART-TIME TEACHERS

- 23.01 Teacher employed on a part-time basis shall be paid a rate based on the fraction of the time employed.
- 23.02 When required by the Division, part-time teachers participating in professional development activities (except SAG), administrative day activities, early dismissal staff meetings, and field trips that occur during the school day which are over and above their regularly scheduled instructional day, shall receive a pro-rated share of their annual salary rate for that time spent in these activities.
- 23.03 Part time teachers who apply for a full time teaching position shall be entitled to an interview if, as determined by Administration, the teacher has the appropriate level of skill, ability and competence for the position applied.

ARTICLE 24: FREEDOM FROM VIOLENCE

- 24.01 The parties recognize the principle that all teachers in the Garden Valley School Division should have a working environment free from physical violence, emotional or sexual abuse or harassment, and the threat of physical assault, and both parties shall make reasonable efforts to maintain this goal.
- 24.02 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.

- 24.03 Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.
- 24.04 If an act of student violence results in a student suspension, the offended member of staff shall, in consultation with and the approval of the principal, have the option of attending the re-entry meeting with the student.

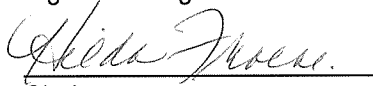
ARTICLE 25: EMPLOYMENT RELATED HARASSMENT


- 25.01 The Division recognizes the right of teachers to an environment free from harassment including:
 - A. Conduct which creates an intimidating, hostile or offensive environment or interferes with a teacher's ability to provide satisfactory service.
 - B. Harassment as defined by the Human Rights Code.

ARTICLE 26: SIGNATURES

Dated at Winkler, Manitoba, this 27th day of February, 2010.

Signed and agreed on behalf of the Garden Valley School Division:


Chairman


Secretary/Treasurer

Signed and agreed on behalf of the Garden Valley Teachers' Association:


President

