

July 1, 2007 to June 30, 2010

AGREEMENT BETWEEN

HANOVER SCHOOL DIVISION

AND THE

HANOVER TEACHERS' ASSOCIATION

OF

MANITOBA TEACHERS' SOCIETY

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## **ARTICLE 1: EFFECTIVE PERIOD**

This agreement shall come into force and take effect on the first day of July, 2007, and remain in force until June 30, 2010, and shall be automatically reviewed from year to year unless either party to the agreement gives the other party written notice by registered mail of a desire to terminate or amend the agreement. Should either party desire to terminate or amend this agreement, such party shall notify the other party of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date. The parties agree to meet within fourteen (14) days after notice has been given or such further time as the parties mutually agree upon.

## **ARTICLE 2: INTERPRETATION**

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

## **ARTICLE 3: CLASSIFICATION OF TEACHERS**

For the purpose of the agreement, members of the teaching staff shall be classified according to the classification awarded them by Manitoba Education & Training under the Education Administration Act according to Regulation 515/88 and amendments thereto.

## **ARTICLE 4: SALARY ALLOWANCES**

### **4:01 Salary Schedule**

Effective for the 2007/2008 School Year  
(August 2007 only)

**July 1/07-June  
30/08**

	<b>August 2007 only</b>		<b>\$ 300</b>	<b>3.0 %</b>			
	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
<b>0</b>	<b>29,144</b>	<b>32,308</b>	<b>36,304</b>	<b>43,489</b>	<b>46,472</b>	<b>49,037</b>	<b>51,787</b>
<b>1</b>	<b>30,452</b>	<b>34,082</b>	<b>38,206</b>	<b>45,916</b>	<b>49,014</b>	<b>51,674</b>	<b>54,495</b>
<b>2</b>	<b>31,763</b>	<b>35,864</b>	<b>40,110</b>	<b>48,344</b>	<b>51,559</b>	<b>54,306</b>	<b>57,205</b>
<b>3</b>	<b>33,073</b>	<b>37,639</b>	<b>42,012</b>	<b>50,772</b>	<b>54,101</b>	<b>56,944</b>	<b>59,916</b>
<b>4</b>	<b>34,382</b>	<b>39,414</b>	<b>43,914</b>	<b>53,197</b>	<b>56,642</b>	<b>59,577</b>	<b>62,626</b>
<b>5</b>	<b>35,694</b>	<b>41,189</b>	<b>45,820</b>	<b>55,622</b>	<b>59,185</b>	<b>62,215</b>	<b>65,336</b>
<b>6</b>	<b>37,002</b>	<b>42,969</b>	<b>47,722</b>	<b>58,050</b>	<b>61,727</b>	<b>64,846</b>	<b>68,045</b>
<b>7</b>	<b>38,311</b>	<b>44,740</b>	<b>49,628</b>	<b>60,477</b>	<b>64,271</b>	<b>67,485</b>	<b>70,757</b>
<b>8</b>	<b>38,311</b>	<b>44,740</b>	<b>51,524</b>	<b>62,908</b>	<b>66,810</b>	<b>70,117</b>	<b>73,465</b>
<b>9</b>	<b>38,311</b>	<b>44,740</b>	<b>51,524</b>	<b>65,333</b>	<b>69,359</b>	<b>72,756</b>	<b>76,176</b>
<b>10</b>	<b>38,311</b>	<b>44,740</b>	<b>51,524</b>	<b>67,761</b>	<b>71,890</b>	<b>75,390</b>	<b>78,876</b>

Effective for the 2007/2008 School Year  
 (September 1/07 to July 31/08 Salaries)

July 1/07-June  
 30/08

Effective Sept 1/07 to  
 July 31/08

	I	II	III	IV	V	VI	VII
0	29,084	32,248	36,244	43,429	46,412	48,977	51,727
1	30,392	34,022	38,146	45,856	48,954	51,614	54,435
2	31,703	35,804	40,050	48,284	51,499	54,246	57,145
3	33,013	37,579	41,952	50,712	54,041	56,884	59,856
4	34,322	39,354	43,854	53,137	56,582	59,517	62,566
5	35,634	41,129	45,760	55,562	59,125	62,155	65,276
6	36,942	42,909	47,662	57,990	61,667	64,786	67,985
7	38,251	44,680	49,568	60,417	64,211	67,425	70,697
8	38,251	44,680	51,464	62,848	66,750	70,057	73,405
9	38,251	44,680	51,464	65,273	69,299	72,696	76,116
10	38,251	44,680	51,464	67,701	71,830	75,330	78,816

Effective for the 2008/2009 School Year  
 (August 2008 only)

July 1, 08 to June 30/09

August 2008 only 3.0%

	I	II	III	IV	V	VI	VII
0	29,990	33,248	37,364	44,765	47,837	50,479	53,312
1	31,337	35,076	39,323	47,265	50,456	53,195	56,101
2	32,687	36,911	41,285	49,766	53,077	55,906	58,892
3	34,036	38,739	43,244	52,266	55,695	58,624	61,685
4	35,385	40,568	45,203	54,764	58,312	61,336	64,476
5	36,736	42,396	47,166	57,262	60,932	64,053	67,267
6	38,083	44,229	49,125	59,763	63,550	66,763	70,058
7	39,432	46,053	51,088	62,263	66,170	69,481	72,851
8	39,432	46,053	53,041	64,766	68,786	72,192	75,640
9	39,432	46,053	53,041	67,264	71,411	74,910	78,432
10	39,432	46,053	53,041	69,765	74,018	77,623	81,213



Effective for the 2009/2010 School Year  
(September 1/09 to July 31/10 Salaries)

July 1, 09 to June 30/10

	Effective September 2009 to July 2010		\$ 300	3.0 %				
	I	II	III	IV	V	VI	VII	
0	31,562	34,917	39,157	46,780	49,944	52,665	55,583	
1	32,949	36,800	41,175	49,355	52,642	55,463	58,456	
2	34,340	38,690	43,196	51,931	55,341	58,255	61,331	
3	35,729	40,573	45,213	54,506	58,038	61,055	64,208	
4	37,119	42,457	47,231	57,079	60,733	63,848	67,082	
5	38,510	44,340	49,253	59,652	63,432	66,647	69,957	
6	39,897	46,228	51,271	62,228	66,129	69,438	72,832	
7	41,287	48,107	53,293	64,803	68,827	72,237	75,709	
8	41,287	48,107	55,304	67,381	71,522	75,030	78,581	
9	41,287	48,107	55,304	69,954	74,225	77,829	81,457	
10	41,287	48,107	55,304	72,530	76,911	80,624	84,321	

**4:02 Administrative Allowance**

- a) Each principal shall be entitled to basic salary in accordance with the salary schedule of this collective agreement.
- b) Principals shall receive a supervisory allowance as follows:
  - (i) Beginning on the first day of the 2007/2008 school year, each principal shall be entitled to an allowance of \$ 684 per teacher.
  - (ii) Beginning on the first day of the 2008/2009 school year, each principal shall be entitled to an allowance of \$ 705 per teacher.
  - (iii) Beginning on the first day of the 2009/2010 school year, each principal shall be entitled to an allowance of \$ 726 per teacher.
- c)
  - (i) Principals (except for the Crystal Springs School) shall be guaranteed a minimum of \$684.00 in administrative allowance more than the highest vice-principal administrative allowance paid in the division (except for the SRSS) in the 2007/2008 school year.
  - (ii) Principals (except for the Crystal Springs School) shall be guaranteed a minimum of \$ 705.00 in administrative allowance more than the highest vice-principal administrative allowance paid in the division (except for the SRSS) in the 2008/2009 school year.
  - (iii) Principals (except for the Crystal Springs School) shall be guaranteed a minimum of \$ 726.00 in administrative allowance more than the highest vice-principal administrative allowance paid in the division (except for the SRSS) in the 2009/2010 school year.
- d)
  - (j) The maximum allowance for the Principal of the Steinbach Regional Secondary School shall be \$31,000.00 for the 2007/2008 school year;

- (ii) The maximum allowance for the Principal of the Steinbach Regional Secondary School shall be \$31,930.00 for the 2008/2009 school year;
- (iii) The maximum allowance for the Principal of the Steinbach Regional Secondary School shall be \$32,888.00 for the 2009/2010 school year;

e) Vice-Principals & Acting Principals

(i) In schools with 20 or more teachers where one, or more vice-principal(s) has (have) been appointed, the vice-principal(s) shall receive, in addition to his/her regular salary, an amount equal to one-half of the principal's administrative allowance.

(ii) The board shall appoint a member of the staff of each school to act as principal during the absence of the principal, or when the principal and vice-principal are both absent in schools where a vice-principal has been appointed. When assuming such duties, the acting principal shall receive a per diem allowance of \$39.00 or 50% of the principal's per diem allowance for the period of such absence, whichever is greater, for 2007/2008.

When assuming such duties, the acting principal shall receive a per diem allowance of \$40.00 or 50% of the principal's per diem allowance for the period of such absence, whichever is greater, for 2008/2009.

When assuming such duties, the acting principal shall receive a per diem allowance of \$41.00 or 50% of the principal's per diem allowance for the period of such absence, whichever is greater, for 2009/2010.

**4:03 Principal's Administrative Time**

Effective July 1, 1998, all schools in the division except those schools specifically excluded (at the time of this agreement, only the Crystal Springs School) shall have a full-time principal who is relieved of classroom teaching duties.

**4:04 COORDINATORS' ALLOWANCES**

**COMPUTER COORDINATOR**

**a) i) For the 2007/2008 School Year**

Effective the first day of the 2007/2008 school year, the Computer Coordinator shall receive, in addition to basic salary in accordance with the salary schedule of this collective agreement, an allowance of \$4,783.00.

**ii) For the 2008/2009 School Year**

Effective the first day of the 2008/2009 school year, the Computer Coordinator shall receive, in addition to basic salary in accordance with the salary schedule of this collective agreement, an allowance of \$4,926.00.

**iii) For the 2009/2010 School Year**

Effective the first day of the 2009/2010 school year, the Computer Coordinator shall receive, in addition to basic salary in accordance with the salary schedule of this collective agreement, an allowance of \$5,074.00.

**b) For the 2007/08, 2008/09 & 2009/10 School Years**

The Computer Coordinator shall be entitled to a maximum of 5 days compensatory time during the school year for hours worked during the months of July and August immediately preceding the school year.

**c) For the 2007/08, 2008/09 & 2009/10 School Years**

- (i) The Computer Coordinator shall be paid \$37.00 per hour in 2007/2008 for time spent on work above administrative duties.
- (ii) The Computer Coordinator shall be paid \$38.00 per hour in 2008/2009 for time spent on work above administrative duties.
- (iii) The Computer Coordinator shall be paid \$39.00 per hour in 2009/2010 for time spent on work above administrative duties.

**4:05 Part-Time Teachers**

- a) Teachers under contract on a regular part-time basis shall on first engagement be classified according to their qualifications as outlined in Regulation 515/88 and according to years of experience under Articles 5:01 and 5:02, and shall be paid the fraction of the total salary for that classification as set out in Article 4:01 in the fraction that the workload contracted for bears to a full-time workload.
- b) Effective July 1st, 1983, the service of a part-time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year. Whenever a part-time teacher's accumulated service equals the equivalent of one full year or more, that teacher shall be reclassified to the next higher step of the schedule, on September 1st or July 1st next, whichever occurs first.
- c) Where a teacher on regular part-time employment subsequently becomes employed full-time, the teacher shall be reclassified according to year(s) of equivalent full-time experience pursuant to Article 5:01 and 5:02 of this agreement and shall proceed from that classification by annual increments pursuant to Article 5:01 until the maximum of the classification is reached.
- d) Part-time teachers shall be eligible to participate in any employee benefit if such plan allows part-time teachers access to such a benefit plan.

**4:06 Summer School Teachers**

Where a teacher is employed for the teaching of summer school courses, he/she is to be paid 50% of  $1/n$  (where  $n$  = the number of days in the current school year as determined by the Minister responsible for Education) of each three (3) hour session,

Where a teacher is employed for the teaching of summer school courses, he/she is to be paid  $1/n$  (where  $n$  = the number of days in the current school year as determined by the Minister responsible for Education) for each six (6) hour session.

**4:07 Teachers of Evening School**

Where a teacher is employed for the teaching of evening courses for Manitoba Education credit, he/she is to be paid an hourly rate equivalent to that of Article 4:06.

**4:08 Payment of Salary**

- a) Beginning August 1, 2005 all salaries shall be paid in twenty-four equal semi-monthly payments on the 15<sup>th</sup> of the month and on the last day of the month. If these days occur on Saturday, Sunday or Statutory Holiday, payments will be made on the previous banking day.
- b) Salary payments shall be made by direct deposit to the financial institution of the teacher's choice.

**4:09 Mileage for Teachers**

Teachers who, when authorized by motion of the division, use their car for divisional purposes shall be reimbursed for expenses in accordance with the Hanover School Division travel allowance policy.

**4:10 Substitute Teachers**

- a) Except as provided for in Article 4.10, substitute teachers are not covered by the collective agreement.
- b) Substitute teacher means a teacher employed on a day-to-day basis.
- c) The Board may increase substitute rates at its discretion for such periods of time and in such circumstances as the Board deems reasonable. In no case, however, may substitutes be paid at a rate below the following schedule:

**For the 2007/2008 School Year**

Class 1-3        \$112.32 inclusive of holiday and vacation pay

Class 4-7        \$139.76 inclusive of holiday and vacation pay

**For the 2008/2009 School Year**

Class 1-3        \$115.69 inclusive of holiday and vacation pay

Class 4-7        \$143.95 inclusive of holiday and vacation pay

**For the 2009/2010 School Year**

Class 1-3        \$119.16 inclusive of holiday and vacation pay

Class 4-7        \$148.27 inclusive of holiday and vacation pay

- d) A substitute teacher who assumes the teaching workload of the same teacher for five(5) consecutive school days or more, shall be paid at the rate of 1/n (where n = the number of days in the current school year as determined by the Minister responsible for Education) of his/her classification according to his/her qualifications and experience, effective on the sixth (6th) consecutive school day; except that no substitute teacher shall receive a salary rate higher than the maximum salary provided for a Class IV teacher. The travel allowance will not apply when this provision takes effect. Substitution days cannot be accumulated from one assignment to another.
- e) Sick Leave

A substitute teacher shall be allowed one (1) day of sick leave with pay for each nine (9) consecutive days taught in that assignment. Sick leave days shall not accumulate from assignment to assignment.

The use of a sick leave 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.

A substitute teacher claiming sick leave may be required to provide proof of illness from a registered medical physician if requested to do so by the Superintendent or designate.

- f) 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.

Hanover Teachers' Association fees shall be deducted and remitted from a substitute teacher's pay monthly. These fees shall be prorated on the basis of the number of days worked in a given month.

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 or Hanover Teachers' Association fees.

g) The Following articles of the Collective Agreement shall apply to substitute teachers with amendments as noted\*:

Article 1	Effective Period
Article 2	Interpretation
Article 3	Classification of Teachers* (As it related to Article 4:10 (d))
Article 4:10	Substitute Teachers
Article 5:01	Credit for Past Experience* (As it related to Article 4:10 (d))
Article 5:02	Recognition for Relate Work Experience* (As it related to Article 4:10 (d))
Article 5:04	Credit for Improved Qualifications* (As it related to Article 4:10 (d))
Article 9	Provision for Settlement of Dispute During Currency of Agreement
Article 12	Meal Period
Salary Schedule as it relates to Article 4:10 (d) and the Auxiliary Agreement attached here to.	

h) The only matters which may be grieved under Article 9 – Provision for Settlement of Disputes During Currency of Agreement 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 of the extent that they are incorporated into this collective agreement.

i) A substitute teacher who is called to work and reports for the assignment finding that their original assignment is not available shall be offered an alternative assignment at the same school at least equal to that assignment which the substitute was originally called in for.

#### **4:11 Interest on Retroactive Pay**

The Division shall pay the members of the Association interest on the net amount of any retroactive pay. The interest is to be calculated from the dates which the monies would have been due, on a monthly basis, to the date of actual payment. Interest shall be calculated at the rate set by the Bank of Canada. Whenever interest earned on retroactive pay is less than \$2.00 for any teacher per negotiated agreement, this interest amount will be paid to the Hanover Teachers' Association instead of each individual teacher.

### **ARTICLE 5: INCREMENTS**

#### **5:01 Credit for Past Experience**

Teachers coming into the division shall be allowed one increment for each year of experience elsewhere. Teaching experience gained while on Letter of Authority will be recognized. Teaching experience gained while on permit will be recognized up to a maximum of two years. Experience gained while teaching in private schools where the Manitoba Education & Training, or equivalent, curriculum is being taught shall be recognized up to a maximum of four years, or Manitoba Education & Training rating. Teachers coming into the division between September 1 and December 31 in any year will receive their first annual increment on September 1 next following.

Teachers coming into the division between July 1 and June 30 in any year will receive their first annual increment on July 1 next following.

In the event a teacher has been engaged to commence duties between July 1st and January 31st in any year and was employed continuously as a teacher by another school authority for the preceding fall term, that teacher shall be entitled to an increment on the first teaching day of the following September and yearly on that date thereafter, provided that Manitoba Education & Training confers a full year's teaching experience as of the end of June following the date of engagement.

#### **5:02 Recognition for Related Work Experience**

For the Vocational and Business Education teachers related work experience will be granted as follows:

**Business Education:** related work experience to be calculated from the time that a person was a qualified office employee or after having completed a Business Education training, or some other form of training acceptable to the board and teachers.

**Vocational:** related work experience to be calculated from the time he/she received his/her journeyman's license.

One increment will be granted for each year of related work experience up to three years, thereafter one increment will be granted for each two years of related work experience to a maximum of three increments - to a maximum of six increments for nine years of related work experience. Total number of increments shall not be greater than the required amount of increments needed to get a maximum salary.

In areas of employment in which a journeyman certificate is not issued related work experience shall be calculated from the time the person became qualified in the area of employment by virtue of the fact that the person held a position in the area of employment. However, only those years of employment in the particular area shall be counted as related work experience.

### **5:03 Allowance for Improved Qualifications**

Applicable only to teachers having been on staff one year or more, unless the board requests a first year teacher in the division to take a specific course.

**Academic Course:** including degree credit professional courses, are described as those offered under the sponsorship of a University and which give credit towards a recognized degree by Manitoba Education & Training.

The tuition fees, plus a negotiable expense allowance, will be paid to teachers who have been requested by the board to take a certain course. For those courses approved by the board, tuition fees only, will be paid. Teachers requesting approval will receive official notice one month after application.

These payments to be made in a lump sum, once only, upon presentation by the teacher of successful completion of course. This payment shall not apply in the case of a course that moves a teacher into the next higher classification.

**Professional Courses:** are described as those education courses offered under the sponsorship of Manitoba Education & Training, Manitoba Teachers' Society or any other recognized group, but do not give credit towards a recognized degree by Manitoba Education & Training. A Bursary of \$100.00 for a 1.5 unit course and a Bursary of \$200.00 for a 3 unit course shall be paid for each successfully completed professional course that has been recommended by the Superintendent and approved by the board prior to taking the course or for courses that have been taken at the request of the board. Teachers requesting approval for professional courses will receive official notice one month after application.

### **5:04 Credit for Improved Qualifications**

Where increased qualifications are secured which qualify a teacher for an advance on the salary schedule, the resulting increase in salary shall become effective from the first (1st) day of the month following that month in which evidence is filed with the Secretary-Treasurer of the Hanover School Division that such additional qualifications have been obtained. The onus shall be on the teacher to provide verification of academic and professional standing to Manitoba Education & Training so appropriate placement on the salary classification schedule may be made; likewise such information shall be filed at the office of the Hanover School Division. Teachers who bring in their fall marks but are unable to get proper verification for change in class, will, upon proper verification be paid retroactive to the first day of the month, following that month in which the teacher produced his marks.

**Onus of Proof:** new teachers coming on staff, or teachers who have increased their qualifications which put them into the next higher class, must provide the division with proof from the Director of Teacher Training. Otherwise all cheques will be based on the teacher's previous standing. Transcripts from the University will not be accepted as proof, unless accompanied by a letter from the Director of Teacher Training.

## **ARTICLE 6: INSURANCE PLANS**

### **6:01 Manitoba Public School Employees Group Life Insurance Plan**

- a) The Board 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.

### **6:02 Long Term Salary Continuance Insurance Plan**

- a) The Board will administer the Manitoba Teachers' Society Long Term Disability Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
- b) The premiums for the plan shall be paid entirely by the participants in the plan and shall be deducted in equal amounts from each salary cheque and remitted to the plan pursuant to the instructions provided by the Society.
- c) All teachers coming on staff after February 1, 1989, who are members of the Society shall be required to participate in the plan as a condition of employment.
- d) Teachers who excluded themselves from participation from long term disability insurance prior to February 1, 1989, and teachers employed after February 1, 1989, who exclude themselves from membership in the Society shall be allowed to participate in the plan only after they have satisfied the requirements established by the Society for admission into the plan.

### **6:03 Dental Insurance Plan**

- a) Effective July 1, 2007, the Division will participate in the administration of the MAST/MTS Dental Plan in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as Schedule A (the "*Dental Plan*").
- b) All employees covered by this Collective Agreement that are eligible under the terms of the MAST/MTS Dental Plan shall be required to participate in the MAST/MTS Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
- c) The cost of the MAST/MTS Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.
- d) The Division agrees that the Division's monthly contribution to the Dental Plan on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental Plan). Provided that prior to the beginning of the plan year an Employee may elect in prescribed form for reduced coverage as permitted under the terms of the Dental Plan, in which case the Division agrees to make the monthly payments to the Employee as follows:
  - (i) An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only;

- (ii) An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only;
- (iii) An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.

## **ARTICLE 7: DEDUCTION OF FEES**

### **7:01 Manitoba Teachers' Society Fees**

The Manitoba Teachers' Society membership fees shall be deducted from every teacher who has not given written notice to the board within ten (10) days of the current school year that he or she is not a member of the Manitoba Teachers' Society.

These deductions will be made in twelve (12) equal monthly instalments starting with the August 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 fifteenth (15th) day of the following calendar month.

The onus is on the teacher to make the necessary arrangements with the Manitoba Teachers' Society for rebates of deductions.

### **7:02 Hanover Teachers' Association Fees**

The Hanover Teachers' Association fees will be deducted from the cheque of every teacher who has not given written notice to the Board before September 15th of each year that he or she is not a member of the Manitoba Teachers' Society. These deductions will be made in two (2) equal instalments in the months of October and February each school year in accordance with the current rate of fees as set by the Division Association before the tenth (10th) day of October.

- 7:03** In consideration of the Division making the compulsory check-off of dues as herein provided, the Hanover Teachers' Association agrees to and does indemnify and save the Division harmless for all claims, demands, actions and the proceeding of any kind and from all costs which may arise or be taken against the Division by reason of the Division making a compulsory check-off of the Hanover Teachers' Association dues or Manitoba Teachers' Society dues provided for in this article.

## **ARTICLE 8: LEAVES**

### **8:01 Compassionate Leave**

- (a) Upon request each teacher shall be allowed compassionate leave without loss of salary in the case of death or serious illness of his/her father, mother, son, daughter, sister, brother, spouse or common-law spouse up to but not exceeding five (5) days; and mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, brother-in-law, or sister-in-law up to but not exceeding three (3) days; and uncle, aunt and friend up to one (1) day upon approval by the superintendent.

For the purpose of this article, a common-law spouse shall be defined as follows: Where an employee establishes that he or she has been residing with a person and has been publicly representing that person as his or her spouse for a period of not less than one (1) year, that person shall be deemed to be the common-law spouse of the employee.

- (b) Leave without loss of salary beyond this amount for compassionate reasons may be granted at the discretion of the superintendent.

## **8:02 Sabbatical Leave**

Sabbatical leave shall be paid according to the following formula: A teacher shall have been on staff for seven consecutive years. (Consecutive to mean that the teacher has not been under the employ of someone other than Hanover School Division.) The allowance paid during his/her leave shall be 50% of his/her basic salary, plus increments. (Principal's allowance not included.) Not more than 2% of the teachers on staff in the Division shall be eligible for leave in any one year. Leave shall be granted for further study only. Each teacher shall be required to return to the Division for three years after his/her one year of sabbatical leave. In the event that a teacher does not return after the leave, he/she shall be required to refund 100% of the sabbatical allowance. If the teacher leaves employment after one year of service, 2/3 of his/her allowance shall be refunded. If the teacher returns for two years only, he/she shall be required to refund 1/3 of his/her sabbatical allowance. Approval for leave may be granted by the Superintendent and the School Board. All applications for sabbatical leave shall be submitted to the Superintendent by the last teaching day in November. Approval or denial of such leave shall be decided by the last teaching day of December.

## **8:03 Maternity, Adoptive, and Parental Leave, Supplementary Employment Benefits (SEB) Plan**

This Article is effective the date of signing by the association:

- a) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this article.
- b) Every teacher shall be entitled to unpaid parental leave.
- c) Except as otherwise provided herein, the Manitoba Employment Standards Code will apply.
- d) The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.
- e) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. 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 (2) weeks, payment equivalent to 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 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 (2) weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary where the two (2) week waiting period has been served or payment equivalent to ninety percent (90%) of gross salary, and
  - (2) Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance Benefit the employee is eligible to receive and ninety percent (90%) of the gross salary.

## **8:04 Personal Leave**

- a) Leave Without Pay
  - i) Leave of absence for public and/or community service not exceeding one (1) day per year may be granted at the discretion of the Superintendent.

- ii) Leave of absence for public and/or community service exceeding one (1) day per year may be granted by the Board at its discretion. Application for such leave to be made through the Superintendent to the Board.
- iii) Leave of absence for personal reasons not exceeding one (1) day per year may be granted at the discretion of the Superintendent. Such leave may not be used for vacations or to extend vacations.
- iv) Leave of absence for personal reasons exceeding one (1) day, but not more than two (2) days per year, may be granted by the Board at its discretion. Application for such leave to be made through the Superintendent to the Board. Such leave may not be used for vacations or to extend vacations.

b) Leave at Substitute Cost

- i) Any teacher shall be entitled to one (1) day of personal leave per year at substitute cost.

Teachers shall not be granted personal leave on any in-service, parent teacher, or administration days, nor shall personal leave be granted to extend Spring, Summer, Christmas break periods, or long weekends.

In no event will more than 10% of the teachers per school be granted personal leave on any one (1) day. Requests for personal leave shall be made to the principal with as much notice as possible and will be dealt with on an as received basis.

- ii) The Board recognises that additional personal leave may be required in some circumstances. The Board may grant additional personal leave at substitute cost.

c) MTS Leave

- i) Any teacher, being a member of the Manitoba Teachers' Society's Executive or of the Executive of any branch thereof, or of any special committee of the Society or any branch thereof, or being appointed an official representative or delegate of the Society or of any branch thereof and being authorized by the Executive of the Society to attend a meeting of the committee of which he or she is a member, or to act as a representative or delegate of the Society or of any branch of the Society in a matter of Society business, requiring absence from school, shall have the right to attend such meetings or to act as such representative or delegate and shall be excused from school duties for either purpose or for both purposes on not more than a total of five (5) teaching days in any school year, provided that the Society or any branch thereof assumes the cost of providing substitutes.

A maximum of thirty (30) days in total may be taken for the purposes mentioned above during any school year by members of the Association. No additional leave of absence beyond thirty (30) days in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Board.

- ii) Local Association President's Secondment

(a) The Division shall provide the President of the Hanover Teachers' Association leave to conduct Association business for either 25% or 50% of the teacher's assignment as indicated by the Association.

(b) The Association agrees to reimburse the Division, the President's salary and benefits, for the percentage of leave taken by the President of the Association.

(c) The Hanover Teachers' Association will notify the Division by April 30<sup>th</sup> if they intend to exercise the leave of absence for the President for the following academic year. The schedule for the leave shall be developed by the Superintendent.

(d) Upon return from 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.

d) Leave With Pay

- i) The Board may at its discretion grant leave to a teacher up to a maximum of four (4) days during any one (1) school year. Application for such leave to be made through the Superintendent to the Board. Such leave may not be used for vacations or to extend vacations.
- ii) Teachers shall be granted, upon request, personal leave with pay of one day per school year.

Teachers shall not be granted personal leave on any in-service, parent teacher, or administration days, nor shall personal leave be granted to extend Spring, Summer, or Christmas break periods.

In no event will more than 10% of the teachers per school be granted personal leave on any one day. Notwithstanding the above, for the day preceding a long weekend and the day immediately following a long weekend, no more than 5% of the teachers per school will be granted personal leave, and no teacher will be granted more than one personal leave day per long weekend.

Requests for personal leave shall be made to the principal with as much notice as possible and will be dealt with on an as received basis. In the case of an emergency the teacher shall contact their principal no later than 8:00 a.m. for the day the leave is being requested.

A maximum of 2 personal leave days may be accumulated from year to year.

e) One Year Leave of Absence

A teacher may apply for a one year leave of absence at no loss of tenure rights provided that:

- i) Application is made not later than April 30th in the year leave is requested.
- ii) A teacher on such leave shall notify the Board of his/her intention to return or not to return on staff not later than March 31st of the year which the leave expires.
- iii) The teacher on leave shall not lose any days of accumulated sick leave.
- iv) The Board shall respond to the teacher's request within thirty (30) days from the date on which an application is received.
- v) The Board shall consider each application for leave on its own merits and the Board's decision shall be final.

**8:05 Sick Leave**

- a) Where a teacher is sick, he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during his/her sick leave; but subject to 8:05 (d), the leave shall not exceed twenty (20) teaching days in any school year.
- b) Effective the 1999/2000 school year, twenty (20) days sick leave shall be awarded to each employee on the first (1st) working day of each school year subject to 8:05 (d).
- c) Term, Temporary and Permanent employees not starting employment on the first (1st) day of the school year shall be awarded the pro-rated number of sick leave days on their first (1st) working day, calculated to the nearest whole number of days.
- d) Where the employment of the teacher is continued for more than one year the unused portion of the sick leave of any year(s) shall be carried forward and accumulated from year to year to a maximum of forty (40) teaching days in the second year, and sixty (60) teaching days in the third year and eighty (80) teaching days in the fourth year, and one hundred (100) teaching days in the fifth year, and one hundred and five (105) teaching days in the sixth, and subsequent years effective for the first day of the 2002/2003 School Year. Effective the first day of the fall term of 2009, sick leave may be accumulated to a maximum of one hundred and twenty (120) teaching days in the sixth and subsequent years.
- e) These sick leave provisions shall be deemed to have been in effect for all teachers employed by Hanover School Division after July 1, 1973.

- f) Should the Division become eligible for a reduction in 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 term) to the Secretary-Treasurer of the Local Association and the amount received shall be used for educational purposes.
- g) Teachers employed on a part-time basis shall be granted sick leave with pay pro-rated based on full-time equivalents.
- h) Teachers employed on a temporary contract shall be entitled to sick leave during the term of the contract under the same terms and conditions as a teacher regularly employed by the Division but the number of days entitlement shall be in the proportion as the total number days taught is of the number of days in the current school year multiplied by twenty (20).
- i) Sick leave shall not continue to accrue while on any leave of absence without pay.
- j) A teacher may be required to furnish a medical certificate when requested by the Division.

**8:06 Family Related Medical Leave**

Each teacher is entitled to use up to three (3) days of his/her sick leave per school year for a serious medical issue of an immediate family member.

**8:07 Jury and Witness Duty**

A teacher who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private or personal affairs, shall be granted a leave of absence without loss of pay for the required period of absence. All jury and witness fees, excluding expense reimbursements, received by the employee shall be remitted to the Division. The teacher shall have responsibility to provide to the Division satisfactory proof of the necessity of this absence. Absence from work shall be minimized.

**8:08 Paternity Leave**

A male teacher who wishes to attend the birth of his children shall be entitled to a maximum of one(1) day leave at no deduction of salary should the children be born on a teaching day.

**8:09 Adoptive Leave**

Any teacher who is adopting a child shall be entitled to a maximum of one (1) day leave at no deduction of salary should that child be adopted on a teaching day.

**8:10 Deferred Salary Leave Plan**

The Hanover School Division shall administer a voluntary Deferred Salary Leave Plan for the Hanover Teachers' Association of the Manitoba Teachers' Society.

**ARTICLE 9: PROVISION FOR SETTLEMENT OF DISPUTE DURING CURRENCY OF AGREEMENT**

Where there is a dispute between the parties to or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or alleged violation, the aggrieved party shall within sixty (60) teaching days of the event giving rise to the dispute or alleged violation, or within sixty (60) teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, notify the other party in writing stating the nature and particulars of the dispute and the solution sought.

If the dispute is not settled within ten (10) teaching days from the date when the Association takes the matter up with the division or the division notified the Association in writing of its desire to have the difference negotiated, shall, upon the written request of either party be submitted to an arbitration board, consisting of three members. Nothing herein shall prohibit the parties from mutually agreeing on an extension of time beyond ten (10) days.

Each of the parties of the dispute, shall within seven (7) days of the date of the written request for arbitration appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators within a further period of seven (7) days after their appointment, shall meet and select a 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 Labour Board to make the appointment of a chairman.

Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis, to the single arbitrator.

#### **ARTICLE 10: LAY-OFF**

- a) 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 so that the number identified is equal to two times (2x) the number of teachers to be laid off. The Association and the teacher shall be permitted a period of ten (10) teaching days after posting of such list to protest in writing to the Board any alleged omission or incorrect listing, but such protest shall be confined to errors in or changes occurring since the posting of the last seniority list.
- b) 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.
- c) Seniority for the purpose 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.
- d) Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of employment with the Division.
- e) Where teachers have the same seniority as defined in (c) and (d), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
- f) Where teachers have the same seniority as defined in (c), (d) and (e), the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
- g) If the length of teaching experience as defined in (c), (d), (e), and (f) is equal, the teacher to be declared surplus shall be determined by the Board.
- h) A teacher will retain and accrue seniority if absent from work because of:
  - i) illness or accident up to the maximum days accumulated under the provisions of the collective agreement;
  - ii) a leave of absence up to thirty (30) calendar days other than following sick leave per (h) (i);
  - iii) sabbatical leave;
  - iv) maternity leave under the provisions of the Employment Standards Act (C.C.S.M. E-110).
- i) A teacher shall retain but not accrue seniority if the teacher is:
  - i) on leave of absence in excess of thirty (30) calendar days;
  - ii) laid off for a period of time less than that set out in Article (j) (iv) hereof;
  - iii) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement;
  - iv) absent because the Division has granted more maternity leave than required by the Employment Standards Act (C.C.S.M. E-110).
- j) A teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
  - i) the teacher resigns;

- ii) the teacher is employed by another school division as a full-time teacher on a Form 2, or equivalent full-time contract, approved by the Minister; except those teachers who are employed full-time on such a contract for a limited term not to exceed one year;
  - iii) the teacher fails to return to work after the termination of any leave granted by the Board;
  - iv) the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
  - v) the teacher's contract is terminated for cause;
  - vi) any teacher on the re-employment list who refuses to accept a position for which the Board has determined that the teacher has the necessary training, academic qualifications, and experience to perform the work in positions offered shall forfeit all right of seniority and re-employment subject to the exception in (ii) hereof. In circumstances as outlined in (j) ii) refusal to accept employment shall forfeit all claims to the position offered.
- k) i) **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.
- ii) **Academic Qualifications.** Refers to the classification in which the teacher is placed by the Teacher Certification and Records Branch of Manitoba Education & Training.
- iii) **Experience.** The practical application of the training over a period of time with respect to the particular subject or subjects.
- l) In the event of a lay-off, the Board shall meet with the Executive of the Association, thirty-one (31) days prior to the notification of lay-off to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off.
- m) Notice of lay-off shall be given to the teacher no later than the first day of May of the school year. The teacher, within twenty (20) calendar days of receiving notice of lay-off, shall indicate, in writing, his/her wish to be placed on the re-employment list.
- n) 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 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, academic qualifications and experience for the positions available. Seniority with the Board will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualifications and experience.
- o) 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 ten(10) working 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) calendar days following such notification unless by mutual agreement.
- p) A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in Article (n) above.
- q) Notwithstanding any other provisions 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 two (2) years, 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.
- r) If the Board terminates the contract of any teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.

#### **ARTICLE 11: GROUP HEALTH CARE PLAN**

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

Teacher participation in this plan to be on a voluntary basis.

#### **ARTICLE 12: MEAL PERIOD**

Except in cases of emergency, or unforeseen circumstances, every full-time teacher shall be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each school day (the meal period for the SRSS teachers shall be between 10:30 a.m. and 2:00 p.m. for those teachers who start at 8:00 a.m.):

- a) This lunch period shall be equal to the midday intermission given to the students of the school in which the teacher is employed to a maximum of fifty-five (55) minutes.
- b) One member of the teaching staff per school shall be on call during this meal period.

#### **ARTICLE 13: EXTRA-CURRICULAR ACTIVITIES**

Effective September 2, 2008:

“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.

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. Notwithstanding the above, a teacher who has contributed less than fifty (50) hours within a particular school year shall be allowed to carry over those hours to the immediately following school year.

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.

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.

This leave may not be taken on any in-service, parent teacher, or administrative days. In no event will more than 10% of the teachers per school be granted personal leave on any one (1) day. Requests for personal leave shall be made to the principal with as much notice as possible and will be dealt with on an as received basis.

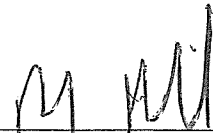

#### **ARTICLE 14: SCHOOL YEAR**

Where reference to “1/200” is made within this Collective Agreement, the parties agree it means: 1/n, where n = the number of days in the current school year as determined by the Minister responsible for Education.

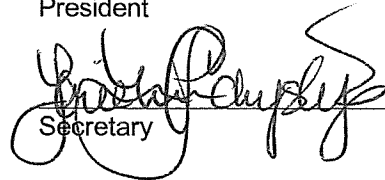
DATED at Steinbach, Manitoba, this 24 day of ) AUGUST, 2010.

SIGNED and AGREED on behalf of the Hanover School Division



  
\_\_\_\_\_  
Chairperson  
  
\_\_\_\_\_  
Secretary-Treasurer

SIGNED and AGREED on behalf of the Hanover Division Association of the Manitoba Teachers' Society.

\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary

**SCHEDULE A**

**THIS COLLATERAL DENTAL PLAN AGREEMENT** made this 24 day of AUGUST, 2010

**BETWEEN:**

**THE HANOVER SCHOOL DIVISION**  
(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

**THE HANOVER TEACHERS' ASSOCIATION OF  
THE MANITOBA TEACHERS' SOCIETY**  
(hereinafter referred to as the "*Association*")

OF THE SECOND PART.

**WHEREAS** pursuant to a certain collective agreement dated Aug 24, 2010, made between the Division and the Association, the Division has agreed to participate in the administration of the MAST/MTS Dental Plan (the "*Dental Plan*") for all of the eligible employees (the "*Employees*") as described by the Trust Committee for the MAST/MTS Dental Plan (the "*Committee*") in the employ of the Division; and

**WHEREAS** the Division and the Association desire to set forth the terms and conditions under which the Division shall so participate in the administration of the Dental Plan; and

**WHEREAS** pursuant to a certain agreement made between the Manitoba Association of School Trustees, the Manitoba Teachers' Society and the Committee, the Committee is responsible for the formulation, implementation and operation of the Dental Plan.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Dental Plan shall be as formulated by the Committee.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Dental Plan stipulated by the Committee and/or by the insurer appointed by the Committee to administer the Dental Plan.
4. The Division shall make the following payments:
  - a) Subject to paragraph (b) which follows, for [start year] the Division shall pay monthly \$ 64.15 on behalf of each Employee in respect of the Dental Plan, said \$ 64.15 being the monthly rate for family coverage. Such payments shall be made to the Committee or to such party as the Trustees shall designate in writing.
  - b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Dental Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee's spouse having a dental plan, as the case may be, the Division shall pay to the employee the difference in the monthly rate between family coverage and the coverage elected by the Employee.

- c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Dental Plan shall be required to participate in the Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.
7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

To the Division:

Hanover School Division  
5 Chrysler Gate Drive  
Steinbach, MB R5G 0E2

To the Association:

Hanover Teacher's Association  
c/o Martine MacKay  
603 Kilkenny Drive  
Winnipeg, MB R3T 3E2


and if mailed as aforesaid, shall be deemed to have been given on the fifth business day next following that upon which the letter containing such notice was posted.

8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


**IN WITNESS WHEREOF** the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the day and year first above written.

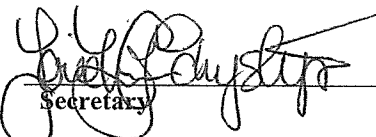
THE HANOVER  
SCHOOL DIVISION

  
Chairperson

  
Secretary - Treasurer

**IN WITNESS WHEREOF** the Association has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Association.

  
President

  
Secretary

THIS AUXILIARY AGREEMENT made as of the 24 day of Aug, 2010.

BETWEEN:

**HANOVER SCHOOL DIVISION**  
(hereinafter referred to as the "Division")

-and-

**HANOVER TEACHERS' ASSOCIATION OF  
THE MANITOBA TEACHERS' SOCIETY**  
(hereinafter referred to as the "Association")

**WHEREAS** pursuant to a certain collective agreement dated Aug 24/10, the Division has agreed to participate in a number of insurance programs, including:

- The Manitoba Public School Employees Group Life Insurance Plan;
- The MAST/MTS Dental Plan; and
- The MTS Extended Health Plan.

The Division has agreed to participate in these plans subject to the terms of administration and cost sharing, as determined by the conditions of entry stipulated by each individual plan.

**WHEREAS** the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2007/2008 school year which follows:

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	30,184	33,348	37,344	44,529	47,512	50,077	52,827
1	31,492	35,122	39,246	46,956	50,054	52,714	55,535
2	32,803	36,904	41,150	49,384	52,599	55,346	58,245
3	34,113	38,679	43,052	51,812	55,141	57,984	60,956
4	35,422	40,454	44,954	54,237	57,682	60,617	63,666
5	36,734	42,229	46,860	56,662	60,225	63,255	66,376
6	38,042	44,009	48,762	59,090	62,767	65,886	69,085
7	39,351	45,780	50,668	61,517	65,311	68,525	71,797
8	39,351	45,780	52,564	63,948	67,850	71,157	74,505
9	39,351	45,780	52,564	66,373	70,399	73,796	77,216
10	39,351	45,780	52,564	68,801	72,930	76,430	79,916

2008/2009 School Year

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	31,090	34,348	38,464	45,865	48,937	51,579	54,412
1	32,437	36,176	40,423	48,365	51,556	54,295	57,201
2	33,787	38,011	42,385	50,866	54,177	57,006	59,992
3	35,136	39,839	44,344	53,366	56,795	59,724	62,785
4	36,485	41,668	46,303	55,864	59,412	62,436	65,576
5	37,836	43,496	48,266	58,362	62,032	65,153	68,367
6	39,183	45,329	50,225	60,863	64,650	67,863	71,158
7	40,532	47,153	52,188	63,363	67,270	70,581	73,951
8	40,532	47,153	54,141	65,866	69,886	73,292	76,740
9	40,532	47,153	54,141	68,364	72,511	76,010	79,532
10	40,532	47,153	54,141	70,865	75,118	78,723	82,313

2009/2010 School Year

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	32,332	35,687	39,927	47,550	50,714	53,435	56,353
1	33,719	37,570	41,945	50,125	53,412	56,233	59,226
2	35,110	39,460	43,966	52,701	56,111	59,025	62,101
3	36,499	41,343	45,983	55,276	58,808	61,825	64,978
4	37,889	43,227	48,001	57,849	61,503	64,618	67,852
5	39,280	45,110	50,023	60,422	64,202	67,417	70,727
6	40,667	46,998	52,041	62,998	66,899	70,208	73,602
7	42,057	48,877	54,063	65,573	69,597	73,007	76,479
8	42,057	48,877	56,074	68,151	72,292	75,800	79,351
9	42,057	48,877	56,074	70,724	74,995	78,599	82,227
10	42,057	48,877	56,074	73,300	77,681	81,394	85,091

The parties have acknowledged that, without limiting the foregoing, the following classes of Teachers shall be paid according to this pay scale:

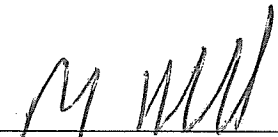
1. Substitute teachers;
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity or Parental Leave top-up;
4. Term teachers who are contracted to work less than 60 days.

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated AUGUST 24, 2010.

**CONCURRING SIGNATORIES**


Dated at STEINBACH, Manitoba this 24 day of AUGUST, 2010.


Signed and agreed on behalf of the Division:

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Secretary-Treasurer

Signed and agreed on behalf of the Association:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Collective Bargaining Chair