

**Lakeshore Teachers' Association
of the Manitoba Teachers' Society
and
Lakeshore School Division**

Collective Agreement

Effective: July 1, 2007 to June 30, 2010

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Article 1 Purpose

It is the intent and purpose of the parties to the agreement to provide a basis for both parties to improve the professional services rendered to the taxpayers and the school children in the Lakeshore School Division and to negotiate working relations between the School Board of the Lakeshore School Division and the Lakeshore Teachers' Association of the Manitoba Teachers' Society by establishing an acceptable salary schedule as provided for in Section 2 of the Individual Statutory Contract and other conditions of engagement resulting from the operation of this agreement.

Article 2 Effective Period

This agreement shall come into force and take effect on this first day of July 2007 and shall remain in force until June 30, 2010. Thereafter it shall remain in force from year to year unless either party gives the other written notice by registered mail between April 1st and April 30th of a desire to terminate or amend the agreement as of June 30th of that year. It is agreed that if notice is given, the parties will meet within 14 days of receipt of notice or within such further time as the parties may mutually agree upon.

Article 3 Salaries

3.01 Payment of Salaries

- (a) All salaries shall be paid in twenty-four (24) payments which are payable on the fifteenth (15th) day of each month, and on the last banking day of each month.
- (b) Salaries are earned on the basis of four-tenths (4/10) for the fall term and six-tenths (6/10) for the spring term and shall be based on the salary schedule in effect for the teacher's classification.
- (c) Adjustments in salary earned after September 1st shall be pro-rated over the remaining payments to the following August 31st.
- (d) Teachers terminating employment in June shall be paid in full all salaries accrued at June 30th in accordance with the approved form of agreement.
- (e) Teachers who commence employment or return to active employment following an unpaid leave of absence after the commencement of a school year shall be paid as follows:
 - (i) In the first month of employment, the salary shall be paid on the basis of the number of teaching days remaining in that month as a fraction of the total number of days in the current school year as prescribed by the Minister of Education and Training.
 - (ii) For the balance of the school year, the pay installments shall be determined on the basis of the number of teaching days remaining in that school year as a fraction of the total number of days in the current school year as prescribed by the Minister of Education and Training divided by the number of pay days remaining to August 31st next.
 - (iii) Thereafter, the teacher shall be paid in accordance with Article 3: Payment of Salary.
- (f) If a teacher's contract is terminated as provided therein or if a teacher commences a leave of absence without pay before the end of a school year, the final salary payment shall be so adjusted that the teacher shall receive, for the part of the year taught, such fraction of the salary for the whole year as the number of days taught is of the total number of days in the current school year as prescribed by the Minister of Education and Training.
- (g) Adjustments in salary resulting from a change in a teacher's salary entitlement pursuant to this Agreement, shall be calculated and paid as follows:

- (i) number of teaching days remaining in the current school year from the date of adjustment as a fraction of the total number of days in the school year as prescribed by the Minister of Education and Training times the adjusted salary rate in effect for that period of time.
- (ii) For the balance of the school year, the pay installments shall be determined on the basis of the number of teaching days remaining in that school year as a fraction of the total number of days in the current school year as prescribed by the Minister of Education and Training divided by the number of pay days remaining to August 31st next.
- (iii) Thereafter, the teacher shall be paid in accordance with Article 3: Payment of Salary.
- (h) Note: Department of Education and Training is the term used throughout this Agreement to refer to Department of Education and Training, Manitoba Education Training and Youth, Manitoba Education, Citizenship and Youth or any other future change in name. Minister of Education and Training is the term used for the Government's Minister responsible for public schools.

3.02 Educational Qualifications

- (a) For the purpose of this agreement the members of the teaching staff shall be classified according to the classification set forth in the Manitoba Regulations under the Public Schools Act, except herein as provided.
- (b) Permit teachers will be classified one class lower than they would be with one year of teacher training.
- (c) Classification of and Experience for Vocational Industrial Teachers:

A vocational industrial teacher who holds a Journeyman Certificate and who obtained from the Department of Education and Training of Manitoba at least a P1 rating will be classified as Class 4 by the Lakeshore School Division for salary purposes. If the teacher rating for grant purposes by the Department of Education and Training is higher than Class 4, the teacher will be classified according to the Department rating.

A vocational industrial teacher who holds a Journeyman Certificate will be granted increments for "related work experience" up to a maximum of 6 years. "Related work experience" shall be experience for which a Journeyman's Certificate was needed for the work performed. Experience beyond this definition may be granted at the discretion of the School Board. If a Vocational Industrial teacher with a Journeyman Certificate has taught elsewhere than in the Lakeshore School Division without at least one year of recognized teacher training by the Department of Education and Training, his/her teaching experience shall be recognized as "related experience only", and will be included in the maximum 6 years allowed for related experience.

If the above related experience clause will result in lower salary for any one of the Vocational Industrial teachers presently employed by the Lakeshore School Division, no cut in salary will be made. However, there will be no salary increases granted until that teacher is entitled to higher salary because of further teaching experience.

A teacher who holds a permanent Vocational Industrial Certificate and a Bachelor of Education degree will be paid at the rate of Class 5 or according to the Department salary classification, whichever is higher.

- (d) Except as otherwise provided in this agreement the corresponding classifications shall be as follows:

<u>Grant Code</u>	<u>Division Classification</u>
P1A1	Class 1
P1A2	Class 2
P1A3	Class 3
P1A4	Class 4
P1A5, P2A4	Class 5
P1A6, P2A5	Class 6
P2A6	Class 7

3.03 Salary Schedules

Salary schedules are to be found in Appendix "A" at the end of this agreement.

Effective beginning of Fall Term 2007:
Increase salary schedules by 3.0%.

Fall Term 2008: \$300 + 3%
Fall Term 2009: \$300 + 3%

3.04 Placement on Salary Schedule

- (a) For teachers on staff and for teachers coming on staff who have one or more years of teaching experience after certification and prior to joining the Lakeshore staff, and where such experience is approved and recognized by the Department of Education and Training, the minimum rates shall be increased by one increment on schedule for each year but not exceeding a maximum of their class.
- (b) Any teacher who is on staff or is coming on staff between August 1st and December 31st shall receive his/her first increment of salary at the commencement of the following term (fall term). Any teacher who is on staff or is coming on staff between January 1st and June 30th shall receive his/her first increment in the following January.

3.05 Administrative Allowances

Rate of pay effective the beginning of the Fall Term 2007:

In addition to his/her salary according to the basic salary schedule, principals and vice-principals shall receive the following allowances:

(a) Principals:

Effective September 2007, a principal shall receive a basic allowance of \$659.00 plus \$619.43 per full-time equivalent teacher in the school, to a maximum of \$13,443.00 per year.

The principal shall not be included in the count of full-time equivalent teachers in the school.

In Broad Valley Colony School and Marble Ridge Colony School, effective September 2007, the principal shall receive a total administrative allowance of \$659.00.

(b) Vice-Principals:

A vice-principal shall receive an allowance equal to 50% of the principal's allowance in that school.

(c) Acting Principals:

In schools where there is no vice-principal appointed, or where the vice-principal is absent from the school on that day, an allowance shall be paid to a designated teacher when the principal is absent for a period of one-half (1/2) day or more. This allowance shall be \$2.51 per full-time equivalent teacher in the school per day, to a maximum of \$28.74 per day.

- (d) When the Division requests a principal to be absent from the building for a period of one-half day or more, a substitute will be provided, at the expense of the Division, to cover the teaching assignment of the acting principal.

- (e) No percentage increase will be granted on the basic administrative allowances unless these basic allowances are negotiated.

Rate of pay effective the beginning of the Fall Term 2008:

In addition to his/her salary according to the basic salary schedule, principals and vice-principals shall receive the following allowances:

Effective September 2008, the principal shall receive a total administrative allowance of \$678.77 plus \$638 per full-time equivalent teacher in the school, to a maximum of \$13,846.29.

In Broad Valley Colony School and Marble Ridge Colony School, effective September 2008, the principal shall receive a total administrative allowance of \$678.77.

(b) Vice-Principals:

A vice-principal shall receive an allowance equal to 50% of the principal's allowance in that school.

(c) Acting Principals:

In schools where there is no vice-principal appointed, or where the vice-principal is absent from the school on that day, an allowance shall be paid to a designated teacher when the principal is absent for a period of one-half (1/2) day or more. This allowance shall be \$2.59 per full-time equivalent teacher in the school per day, to a maximum of \$29.60 per day.

(d) When the Division requests a principal to be absent from the building for a period of one-half day or more, a substitute will be provided, at the expense of the Division, to cover the teaching assignment of the acting principal.

(e) No percentage increase will be granted on the basic administrative allowances unless these basic allowances are negotiated.

Rate of pay effective the beginning of the Fall Term 2009:

In addition to his/her salary according to the basic salary schedule, principals and vice-principals shall receive the following allowances:

Effective September 2009, the principal shall receive a total administrative allowance of \$699.13 plus \$657.14 per full-time equivalent teacher in the school, to a maximum of \$14,261.68

In Broad Valley Colony School and Marble Ridge Colony School, effective September 2009, the principal shall receive a total administrative allowance of \$699.13.

(b) Vice-Principals:

A vice-principal shall receive an allowance equal to 50% of the principal's allowance in that school.

(c) Acting Principals:

In schools where there is no vice-principal appointed, or where the vice-principal is absent from the school on that day, an allowance shall be paid to a designated teacher when the principal is absent for a period of one-half (1/2) day or more. This allowance shall be \$2.67 per full-time equivalent teacher in the school per day, to a maximum of \$30.49 per day.

(d) When the Division requests a principal to be absent from the building for a period of one-half day or more, a substitute will be provided, at the expense of the Division, to cover the teaching assignment of the acting principal.

(e) No percentage increase will be granted on the basic administrative allowances unless these basic allowances are negotiated.

3.06 Substitute Teachers

Effective Date of Signing:

(a) Daily Salary Schedule (inclusive of vacation pay)

Rate of pay effective date of signing:

Class 3 and below Teachers: \$ 90.00
Class 4 and above Teachers: \$115.00

Rate of pay effective September 2008:

Class 3 and below Teachers: \$ 92.70
Class 4 and above Teachers: \$118.45

Rate of pay effective September 2009:

Class 3 and below Teachers: \$ 95.48
Class 4 and above Teachers: \$122.00

(b) A substitute teacher filling a position for the same teacher for a period of at least five (5) consecutive scheduled working days shall be termed extended substitute teaching.

Substitute teachers shall be paid at the daily rates in (a) above for the first five (5) days of extended substitute teaching and thereafter shall be paid according to qualifications and salary as in Article 3.02 and 3.04 (a). However, in no case shall a substitute teacher be paid on scale at a salary higher than that provided for at Class 5 maximum under the salary schedule. The rate of pay for the extended teaching assignment shall continue in effect until the end of the extended teaching assignment.

In-service days and/or Administrative days shall not constitute a break in the extended teaching assignment.

(c) Deduction of Manitoba Teachers' Society Fees

Manitoba Teachers' Society fees and Association fees shall be deducted from a substitute teacher's pay monthly, based on the advice of MTS or the LTA. These fees shall be pro-rated 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 rising from the deduction of local Association fees or Manitoba Teachers' Society fees.

(d) Sick Time

A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from assignment to assignment.

(e) Timetable

The timetable for a substitute teacher unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, shall normally be the same as the timetable of the teacher who is being replaced.

(f) A substitute teacher is employed by the Division to either replace a regular teacher or fulfill an assignment which is less than twenty (20) days in duration.

A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher- General contract, unless the return of the regular teacher or conclusion of the substitute assignment is immediately imminent.

(g) Substitute Teacher's Services Not Required

(i) A substitute teacher called into work for one half day or less shall be paid one half of the daily rate.

- (ii) A substitute teacher called in for greater than one half day up to a full day shall be paid the full daily rate.
 - (iii) In the event of early dismissal for emergency reasons, substitute teachers will be paid full pay at the applicable rate of pay.
 - (iv) A substitute teacher who is called to work and reports for that assignment finding that his or her services are not required shall be offered an alternative assignment in the same school.
- (h) Employment Insurance
- 1. The Record of Employment certificates for substitute teachers shall be issued by July 7 or on request.
 - 2. For purposes of Employment Insurance, the number of insurable hours to be reported shall be 9.1 hours per day.
- (i) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 3.06, Substitute Teachers.

The following articles of the Collective Agreement apply to substitute teachers:

Article 1	Purpose
Article 2	Effective Period
Article 3.02	Educational Qualifications
Article 3.03	Salary Schedule
Article 3.04	Placement on Schedule
Article 3.08	Change in Classification
Article 7	Advertising of Positions
Article 8	Meal Period **
Article 11	Freedom From Violence
Article 13	Provision for Settlement of Differences (only for clauses which apply to substitute teachers)

The only matters which may be grieved under Article 13 (Provision for Settlement of Differences) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement.

3.07 Part-Time Teachers

Teachers employed under contract on a part-time basis shall:

- (a) be paid according to their qualifications as established in Article 3.02 and 3.04;
- (b) be paid on a rate based on the fraction of time employed;
- (c) 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 January 1st next, whichever comes first.

3.08 Change in Classification

The onus is on the teacher to give notice to the Division after earning credits which result in a change of classification. The teacher should notify the division as soon as possible after such credit has been obtained. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Teacher Certifications Record Branch. When such evidence has been submitted, the salary change shall be paid retroactive to the month of the date on the university transcript indicating that the necessary credit has been obtained.

3.09 Interest on Back Pay

The division will pay its teachers interest on the net amount of increases of any retroactive pay at the saving interest rate in the Canadian Imperial Bank of Commerce as of March 31st of the current year of the Agreement. "Net amount of increases" is defined as being the actual net increases in pay that the teacher would have received on their monthly pay cheques if the settlement for the year would have been reached on March 31st of the negotiated year.

Article 4 Deduction of Fees

4.01 Deduction of M.T.S. Fees

The Manitoba Teachers' Society membership fees shall be deducted from every teacher.

These deductions will be made in twenty (20) equal semimonthly installments starting in September according to the scale of fees established by the Manitoba Teachers' Society. Each monthly installment will be forwarded to the Manitoba Teachers' Society normally not later than the fifteenth 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.

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.

4.02 Deduction of Lakeshore Teachers' Association Fees

- (a) Once each year the Lakeshore Teachers' Association of the Manitoba Teachers' Society will inform the School Division office of the amount to be deducted by registered mail and under the authority of the appropriate officers of the Association.
- (b) The deduction of Association fees will be made at the end of the month of October.
- (c) 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 Lakeshore Teachers' Association fees.

Article 5 Insurance Plans

5.01 Long Term Disability Insurance

New teachers coming on staff will be required to join.

5.02 Group Life Insurance Plan

- (a) The Board will administer the Manitoba Public Employees Group Life Insurance Plan #22727 according to the terms and conditions of the Master Policy of the said plan.
- (b) The employee's share of premiums shall be deducted at source for all participants in the plan.
- (c) All teaching employees coming on staff on or after January 1, 1975 shall be required to participate in the plan.

5.03 Dental Insurance

- (1) Effective May 1, 1991, the Division will participate in the administration of the MAST/MTS Dental Plan (the "Dental Plan") in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as Schedule 1 (the "Dental Plan Agreement").
- (2) All employees covered by this Collective Agreement that are eligible under the terms 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.
- (3) The cost of the Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.

Article 6 Leaves of Absence

6.01 Compassionate Leave

- (a) Each teacher in the Division shall be granted compassionate leave without loss of salary, to a maximum of five (5) days in the case of death of the teacher's father, mother, wife, husband, son or daughter.
- (b) Each teacher in the Division shall be granted compassionate leave without loss of salary, provided the Board is notified prior to the leave, to a maximum of four (4) days in the case of death of the teacher's brother, sister, parents-in-law, natural grandparents, grandchildren and fiancé(e). In each case a maximum of four (4) days leave shall be granted.
- (c) Each teacher in the Division shall be granted compassionate leave without loss of salary, to a maximum of one (1) day in the case of death of the teacher's sister-in-law, brother-in-law or grandparent-in-law.
- (d) Each teacher in the Division shall be granted two (2) days compassionate leave without loss of salary, provided the Board is notified prior to the leave, in the case of a life-threatening illness of the teacher's father, mother, son, daughter, brother, sister, wife, husband, parents-in-law, natural grandparents, grandchildren and fiancé(e).

Leave with or without salary for compassionate reasons not covered above may be granted at the discretion of the Board.

6.02 Leave for Manitoba Teachers' Society Purposes

- (a) A teacher who is a member of the Manitoba Teachers' Society Executive Committee, or any of the Society's authorized committees, or is an authorized representative or delegate of the Society, and who is authorized to attend a meeting of the committee(s) or to act as a representative, or delegate may be allowed at the discretion of the Board, without loss of salary, a leave of absence to a maximum of five (5) teaching days in any one school year, provided that the Board is notified prior to the leave and the Division is reimbursed for the cost of providing a substitute teacher. A maximum of 40 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 40 days in a school year may be taken for the purposes mentioned above except with the consent and approval of the Board.
- (b)
 - (i) The President of the Lakeshore Teachers' Association and/or his/her designate shall have the option to use, in addition to the leave granted in (a), a combined total of five (5) days per school year for Association business. These additional five (5) days shall be exclusive of the 40 day total in (a).
 - (ii) The Association agrees to reimburse the Division for the cost of a replacement teacher and for any increased administrative allowances incurred during the leave taken by the President of the Association and/or his/her designate.

6.03 Examination Leave

On request, the teachers on staff shall be allowed a one day leave without loss of salary, for the writing of each university examination that falls on a school day, provided the examination is for a course leading to a higher classification on the basic schedule of the agreement or for a course that will permit a teacher to broaden his/her teaching experience.

6.04 Maternity/Adoptive/Parental Leave

- (a) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive/parental 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 Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- (f) In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
 - 1. For the first two 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/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 Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- (h) In respect of the period of adoptive/parental leave, payments made according to the SUB Plan will consist of the following:
 - 1. For the first two weeks, payment equivalent to 90% of gross salary, and
 - 2. Up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.

6.05 Paternity Leave

A teacher shall be granted two (2) days leave without loss of salary on the birth of his son or daughter if:

- a) the birth occurs during the time school is in session, or if
- b) the birth occurs on the last day of Christmas, spring, or summer break.

A teacher shall be granted one (1) day leave without loss of salary on the birth of his son or daughter if the birth occurs on the second last day of Christmas, spring, or summer break.

6.06 Adoptive Leave

A teacher shall be granted two (2) days leave without loss of salary on the adoption of a child if:

- a) the adoption occurs during the time school is in session, or if
- b) the adoption occurs on the last day of Christmas, spring, or summer break.

A teacher shall be granted one (1) day leave without loss of salary on the adoption of a child if the adoption occurs on the second last day of Christmas, spring, or summer break.

6.07 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 subsection (b), the leave shall not exceed twenty (20) teaching days in any school year.
- (b) Where the employment of a teacher is continued for more than one (1) year the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
 - 40 teaching days in the second year;
 - 60 teaching days in the third year;
 - 80 teaching days in the fourth year;
 - 100 days in the fifth year;
 - 110 days in the sixth and subsequent years.

Effective Fall Term 2008 : 112 days in the sixth and subsequent years.

Fall Term 2009: 115 days in the sixth and subsequent years.

- (c) The teachers covered by this collective agreement agree to have their portion of the Reduced Premiums realized from the Employment Insurance Commission as the result of this extended sick leave coverage paid to the Lakeshore Teachers' Association during each January for the preceding year to be used for educational purposes.

(d) Family Medical Leave

Each teacher shall be entitled to use up to three (3) days of his/her sick leave per school year to attend to the serious illness or injury or medical appointments of an emergent nature of that teacher's spouse, pre-school age or school age children, or parents. Where such cases occur, and both parents of a particular child are teachers within the scope of this Agreement, both parents may not access the provisions of this paragraph concurrently.

6.08 Leave for Jury and Witness Duty

A teacher who is subpoenaed for jury or witness duty by a court of law will be reimbursed for any loss of pay in excess of the stipends received from the court. This shall be done when the teacher provides evidence to show the number of days involved and the amount of money received for the court duty.

6.09 Personal Leave

- a) With reasonable notice to the Superintendent, two days of personal leave per school year shall be granted by the Superintendent. Where notice for leave is less than 3 days prior to the day leave is requested, such leave shall be granted at the sole discretion of the Superintendent. The first day of such leave shall be without loss of salary. The second day of such leave shall be at sub cost.
- b) Teachers shall not be granted personal leave on any in-service day, parent-teacher administration day, and pupil evaluation day set aside by the Division or school for pupil evaluation in which the teacher is involved, nor shall personal leave be granted to extend the Spring, Summer, or Christmas breaks. However, no more than two (2) teachers in schools with more than 6 teachers, and no more than one (1) teacher in a school with less than 6 teachers shall be granted personal leave on any one day.
- c) Teachers will be allowed to carry over one day personal leave to the next school year. However in no case will a teacher be allowed a total maximum accumulation greater than three days of personal leave in any school year. Personal leave shall not be taken on consecutive work days.

6.10 Special Leave

The Division and the Association support in principle the concept that staff can benefit from exploring new learning experiences through a wide variety of opportunities. The Division and the Association recognize the need for the public school system to provide teaching opportunities for new teachers entering the profession.

1. Special leaves of absence may be granted by the school division to those Lakeshore School Division professional teaching staff who have the equivalent of ten (10) years of service with the Division.
2. Special Leaves of Absence may be for a full year or less.
3. No teacher shall be eligible for more than the equivalent of one year of Special Leave in any ten (10) year period of employment with the Lakeshore School Division.
4. The maximum number of teachers on Special Leave in any given school year shall not exceed the full-time equivalent of three (3) teachers.
5. A teacher granted a Special Leave of Absence shall be guaranteed his/her previous position in the same school. In the event that the position has become redundant because of course cancellation and/or a reduction in enrolment, the teacher shall be guaranteed a similar position.
6. A Special Leave of Absence shall not count as experience for increment purposes.
7. A Special Leave of Absence being granted will be conditional upon the availability of a replacement first or second year teacher suitable to the Board. The replacement teacher will sign a Form 2A Term Contract.
8. (a) Income paid to a teacher during a whole year of Special Leave of Absence will be:
\$20,268.32, effective the first (1st.) day of fall term, 2007;
less prepaid premiums.
\$20,876.37, effective the first (1st.) day of fall term, 2008;
less prepaid premiums.
\$21,502.66, effective the first (1st.) day of fall term, 2009;
less prepaid premiums.
(b) Income paid to a teacher who takes less than a whole year leave shall be the total number of school days for which leave is granted divided by the number of days in the current school year as prescribed by the Minister of Education and Training multiplied by the annual Special Leave income, less prepaid premiums.
(c) Income as determined in (a) and (b) shall be paid in equal installments in accordance with the pay periods in effect during the leave.
9. Income for the year of Special Leave of Absence shall be prorated to the contract time of the teacher at the time the Leave is requested:
(e.g.) A full-time teacher will receive 100% of salary as outlined.
A half-time teacher will receive 50% of salary as outlined.
10. This Special Leave of Absence cannot be taken concurrently with any other Leave program.
11. Teachers wishing to begin a Special Leave of Absence in any school year must apply in writing to the Superintendent on or before March 31st of the preceding school year.
12. Upon receipt of the application for Special Leave of Absence by the Superintendent, the Superintendent will then convene a committee consisting of the Superintendent, one Board member and the Association President, that will review applications for the Leave, and make subsequent recommendations to the Board for final approval.

6.11 Participation in Group Plans during Leave of Absence

Teachers who have been granted a Leave of Absence and are eligible to continue to participate, during their absence, in group payroll deduction benefit plans, may request in writing that the Division make premium payments under such plans. The teacher wishing to commence a Leave of Absence shall prepay to the Division a sum of money equal to the total premium for the period of the Leave of Absence. The Division shall thereupon make payment(s) under the plan(s) on behalf of the teacher during such Leave of Absence. In the event of a rate change in any of the plans during the duration of the Leave, the Division shall inform the teacher of the additional sums of money necessitated by the change. Failure on the part of the teacher to forward such sums necessitated by the change in rate shall be deemed to be notice that said teacher no longer wishes continuation of premium payments, and the Division shall give notice to the teacher of such discontinuation and forward to that teacher any residual monies to which the teacher may be entitled.

Article 7 Advertisement of Positions

When a teaching position, except in specialized areas of French, home economics, industrial arts, vocational education or resource, becomes vacant, the position will be advertised in each school for at least five (5) teaching days.

When administrative positions become vacant in any division schools, these positions will be advertised in all schools for at least ten (10) teaching days so that division teachers have the opportunity to apply.

Article 8 Duty Free Lunch

Except in the case of emergency or unforeseen similar circumstances, all teachers shall be entitled to an uninterrupted meal period, of 55 minutes duration. Such meal period shall be taken between 11:00 a.m. and 2:00 p.m. daily.

The majority of the teachers in a particular school and the administration responsible for that school may agree to a different arrangement respecting lunch periods, however such arrangement shall not exceed the 55 minutes duration. Designated professional staff will be on call during this lunch period to deal with discipline, parent enquiries and other problems normally under the jurisdiction of a teacher.

Article 9 Advance Payments to Newly Hired Teachers

All newly hired Form 2 teachers shall, upon request by the teacher, be advanced a net amount of \$500.00 prorated based on full-time equivalents. This advance will be deducted in full from the teacher's first pay cheque. In the event the teacher does not have sufficient earnings in the first month of employment, the advance (or portion thereof still owing) will be deducted from subsequent pay cheques until the outstanding balance is nil.

Article 10 Lay-off

- i. 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 effect the necessary reduction in staff, the Board shall develop a seniority list as hereinafter provided. Such a list shall contain the names of those teachers having the least seniority identified in sufficient numbers to enable the Board to lay-off the required number of teachers.
- ii. 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, experience and ability for a specific teaching assignment.
- iii. The Board shall provide the Association with a seniority list and shall post the seniority list in each school in the Division prior to February 1st of each year. Teachers shall have until February 28th to protest, in writing, any alleged omission or incorrect listing to the Board. The seniority list as provided or amended must be certified prior to March 7th by both parties in writing to be correct. Any protest shall be limited to changes that have occurred since the last certified listing.

IV. *Definitions:*

- A. *Training:* instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
- B. *Academic Qualifications:* refers to the classification in which the teacher is placed by the Teachers' Certification and Records Branch of the Department of Education and Training.
- C. *Experience:* the practical application of the training over a period of time with respect to the particular subject or subjects.
- D. *Ability:* refers to a teacher's ability to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, academic qualifications and experience.
- E.
 1. *Seniority* for the purposes of this article 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, which shall be calculated from the first day the teacher was to begin actual teaching.
 2. Where the teachers have the same length of continuous equivalent teaching experience, the order of the seniority list shall be determined on the basis of total length of Form 2 employment with the Division.
 3. Where teachers have the same seniority as defined in (1) and (2), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
 4. Where teachers have the same seniority as defined in (1), (2) and (3), the order of seniority shall be determined on the basis of total recognized teaching experience.
 5. If the length of teaching experience as defined in (1), (2), (3) and (4) is equal, the teacher to be declared surplus shall be determined by the Board.
 6. 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) maternity and/or parental leave under the provisions of the Employment Standards Act;
 - (d) a Special Leave of Absence under Article 13 of the collective agreement.
 7. 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 VII hereof;
 - (c) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement;
 - (d) absent because the Division has granted more maternity and/or parental leave than required by the Employment Standards Act.

8. Without limiting the generality of the foregoing, a teacher shall lose seniority and rights to further consideration for employment for any of the following reasons:
- (a) the teacher resigns;
 - (b) the teacher is employed by another school board on a regular basis and on a Form 2 contract;
 - (c) the teacher fails to return to work after the termination of any leave granted by the Board;
 - (d) the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
 - (e) the teacher's contract is terminated for cause;
 - (f) any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, experience and ability to perform the work in the position offered shall forfeit all right to 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.

- V. In the event of a lay-off, the Board shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid-off.
- VI. Notice of lay-off shall be given to the teacher by registered letter no later than the fifteenth (15th) day of May of any school year. The teacher, within twenty (20) teaching days of receiving notice of lay-off, shall indicate, in writing by registered mail, his/her wish to be placed on the re-employment list. Notwithstanding anything else in this article, failure to respond within the time limit specified shall relieve the onus on the Division for that teacher's placement on the re-employment list and the teacher shall lose seniority.
- VII. 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, positions become available, teachers who have been laid-off and have given written notice that they wish to be recalled shall be offered positions, providing such teachers have the necessary training, qualifications, ability and experience for the position(s) 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, qualifications and experience.
- VIII. If a teacher is recalled as provided in (VII) above, the following will not be affected:
- i. accumulated sick leave;
 - ii. seniority gained prior to being laid off but seniority shall not be accrued for the period of time of the lay-off.
- IX. 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.
- X. Notwithstanding any other provisions in this article, the foregoing lay-off procedure shall not apply to teachers who have not completed more than one (1) full school year of employment under contract with the Division or to teachers employed on a fixed term contract (Form 2A) where during that term the teacher is employed on the understanding that such teacher will not, after the completion of such term, be employed by the Division.
- XI. The Board may, at its discretion, exempt a principal or vice-principal from the provisions of this article in the case where the principal or vice-principal would be subject to lay-off in accordance with the provisions of the article.

Article 11 Freedom from Violence

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

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

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

Article 12 Transfer

The Association recognizes the right of the Division to assign teachers employed by the Division to schools under its jurisdiction. The Division shall provide to any teacher being considered for transfer an opportunity for consultation with respect to the transfer and the details of the intended assignment. The most reasonable notice possible given the circumstances shall be provided to the teacher. The right to transfer shall be exercised fairly and reasonably, having due regard for the educational needs of the Division, and the interests of the teacher involved.

Article 13 Provision for Settlement of Differences

Within 40 teaching days of the event giving rise to a dispute respecting an alleged violation of this agreement or respecting the content, meaning or application of the agreement (including a dispute as to whether or not the matter upon which the arbitration has been sought comes within the scope of the agreement), a party hereto, after exhausting any grievance procedure established hereby, if the dispute is not settled within ten (10) days, may notify the other party in writing of its desire to submit the dispute to arbitration.

Where a party gives notice to another party of its desire to submit the dispute to arbitration, the notice shall contain the name of the person appointed to the Board of Arbitration by the party giving notice.

A party to whom notice is given that another party desires to submit the dispute to arbitration shall, within ten days of receiving the notice, name the person whom it appoints to the Board of Arbitration who shall be the chairperson thereof.

When a party receiving notice that another party desires to submit a dispute to arbitration fails to appoint a member to the Board of Arbitration, or where the two appointees of the parties fail to agree on the appointment of the third member of the Board of Arbitration within the time specified, the Manitoba Labour Board may be requested by any party to the agreement to appoint a member on behalf of the party failing to make the appointment or to appoint a third member as the case may be, and, where the case requires, may be requested to appoint both.

The Board of Arbitration shall make its award within fourteen days after the appointment of the third member of the Board of Arbitration or within such longer period as may be agreed upon by the parties.

Article 14 Extra Curricular Activities

"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.

The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience. An eligible extra-curricular activity is an activity which has received prior approval from the school principal.

Commencing with the school year starting in September of 2008, and thereafter, in any school year (as per the Minister of Education and Training's definition), a teacher will be entitled to a paid leave of absence of one day provided that he or she:

- (i) perform 50 hours of eligible extra-curricular duties during a school year; or over the course of two school years for each day of leave and;
- (ii) the date for such leave shall be agreed upon between the principal and the teacher;
- (iii) Where the fifty (50) hours are not accumulated until after April 30th, a teacher shall be entitled to use the day of leave prior to December 31st in the following school year.

Article 15 - Hours of Work

Effective Fall Term 2008, within the instructional day the Division shall provide a minimum of one hundred ten (110) minutes of preparation time for each full time teacher per five (5) day cycle.

Preparation time shall be scheduled in blocks of not less than thirty (30) minutes, and shall be exclusive of recess. Part time teachers shall be provided preparation time on a pro rated basis based on their percentage of contract.

Effective Fall Term 2009, within the instructional day the Division shall provide a minimum of one hundred thirty (130) minutes of preparation time for each full time teacher per five (5) day cycle.

Effective June 30, 2010, and thereafter, within the instructional day the Division shall provide a minimum of one hundred fifty (150) minutes of preparation time for each full time teacher per five (5) day cycle.

THIS AGREEMENT is by and between the Lakeshore School Division and the Lakeshore Teachers' Association of the Manitoba Teachers' Society.

DATED at Eriksdale, Manitoba this 10th day of December, 2008.

Signed and agreed on behalf of the Lakeshore School Division.

Kira Vidarsson
Chairperson of the Board

M. Michno
Secretary-Treasurer

Signed and agreed on behalf of the Lakeshore Teachers' Association of the Manitoba Teachers' Society.

Jan Bannan
President

Secretary
Joanne M. Hon
Collective Bargaining Chairperson

**Memorandum of Agreement between
The Lakeshore School Division**

and

**The Lakeshore Teachers' Association
of The Manitoba Teachers' Society**

The parties agree to the following application rules, terms and conditions clarifying the Maternity Leave Supplemental Unemployment Benefit Plan per Article 6.04.

1. The maternity leave period which is eligible for payment under this Article is the first 17 weeks (the 2 week waiting period and the next immediate 15 weeks).
2. Where any portion of the 17 weeks referenced in (1) above falls during the summer, Christmas Break, Spring Break, or any other period for when the teacher is not earning her salary, that portion of the maternity leave period does not qualify the teacher to receive maternity leave benefits pursuant to Article 6.04.
3. A specific application or registration for a Supplemental Unemployment Benefits Plan is not required. The only requirement from Human Resources Development Canada is that the comments section of the Record of Employment confirming that section 38 of the Employment Insurance Regulations are met.
4. Teachers must be under contract to the Division during the period when maternity leave benefits may be paid by the Division in order to be eligible to receive those payments.
5. The qualifying period of seven teaching months must be seven consecutive teaching months in the employ of the Lakeshore School Division, as per the Manitoba Employment Standards legislation. The full seven months qualifying period must be served in order to qualify for any maternity leave payment. For greater certainty, should a teacher fail to serve the full qualifying period prior to the start of the maternity leave, then that teacher shall be eligible to receive maternity leave benefits only for that portion of the 17 weeks referenced in (1) above which occurs after the completion of the seven month qualifying period.
6. The Division requires, from each of the teachers on maternity leave, a copy of the Statement of Finalized Employment Insurance Benefits in order to accurately calculate her entitlement. This is a document which the teacher should have received (or will receive) from Employment Insurance four to six weeks from the date that she applied for Employment Insurance Benefits. Should payments to teachers be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.

THIS AGREEMENT is by and between the Lakeshore School Division and the Lakeshore Teachers' Association of the Manitoba Teachers' Society.

DATED at Eriksdale, Manitoba this 10th day of December, 2008.

Appendix "A"

2007-2008 *Effective first day of fall term 2007*

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Experience 0	28,322	31,518	35,463	42,527	45,503	48,014	50,657
1	29,622	33,046	37,149	44,919	48,013	50,622	53,320
2	30,923	34,572	38,809	47,308	50,518	53,222	55,982
3	32,222	36,100	40,472	49,702	53,026	55,823	58,575
4	33,523	37,629	42,136	52,090	55,534	58,429	61,308
5	34,825	39,158	43,669	54,482	58,046	61,034	63,966
6	36,127	40,682	45,458	56,875	60,555	63,638	66,633
7	37,428	42,213	47,119	59,264	63,066	66,245	69,297
8		43,739	48,784	61,656	65,573	68,845	71,958
9			50,443	64,046	68,083	71,455	74,626
10				66,437	70,589	74,056	77,290

2008-2009 *Effective first day of fall term 2008*

Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Experience 0	29,581	32,873	36,936	44,212	47,277	49,863	52,586
1	30,920	34,446	38,673	46,676	49,862	52,550	55,329
2	32,260	36,018	40,382	49,136	52,443	55,228	58,071
3	33,598	37,592	42,095	51,602	55,026	57,907	60,741
4	34,938	39,167	43,809	54,062	57,609	60,591	63,556
5	36,279	40,742	45,388	56,526	60,196	63,274	66,294
6	37,620	42,312	47,231	58,990	62,781	65,956	69,041
7	38,960	43,888	48,942	61,451	65,367	68,641	71,785
8		45,460	50,657	63,915	67,949	71,319	74,526
9			52,365	66,376	70,535	74,008	77,274
10				68,839	73,116	76,687	80,018

Effective first day of fall term 2009: \$300 + 3% increase

THIS AUXILIARY AGREEMENT made as of the 10th day of December, 2008

BETWEEN:

LAKESHORE SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated July 1, 2007 to June 30, 2010 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:

2007-2008

Years Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	29,290	32,486	36,431	43,495	46,471	48,982	51,625
1	30,590	34,014	38,117	45,887	48,981	51,590	54,288
2	31,891	35,540	39,777	48,276	51,486	54,190	56,950
3	33,190	37,068	41,440	50,670	53,994	56,791	59,543
4	34,491	38,597	43,104	53,058	56,502	59,397	62,276
5	35,793	40,126	44,637	55,450	59,014	62,002	64,934
6	37,095	41,650	46,426	57,843	61,523	64,606	67,601
7	38,396	43,181	48,087	60,232	64,034	67,213	70,265
8		44,707	49,752	62,624	66,541	69,813	72,926
9			51,411	65,014	69,051	72,423	75,594
10				67,405	71,557	75,024	78,258

2008-2009

Years

Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	30,478	33,770	37,833	45,109	48,174	50,760	53,483
1	31,817	35,343	39,570	47,573	50,759	53,447	56,226
2	33,157	36,915	41,279	50,033	53,340	56,125	58,968
3	34,495	38,489	42,992	52,499	55,923	58,804	61,638
4	35,835	40,064	44,706	54,959	58,506	61,488	64,453
5	37,176	41,639	46,285	57,423	61,093	64,171	67,191
6	38,517	43,209	48,128	59,887	63,678	66,853	69,938
7	39,857	44,785	49,839	62,348	66,264	69,538	72,682
8		46,357	51,554	64,812	68,846	72,216	75,423
9			53,262	67,273	71,432	74,905	78,171
10				69,736	74,013	77,584	80,915

2009-2010

Years

Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	31,701	35,092	39,277	46,771	49,928	52,592	55,396
1	33,081	36,712	41,066	49,309	52,591	55,359	58,222
2	34,461	38,331	42,826	51,843	55,249	58,118	61,046
3	35,839	39,953	44,591	54,383	57,910	60,877	63,796
4	37,219	41,575	46,356	56,917	60,570	63,642	66,696
5	38,600	43,197	47,983	59,455	63,235	66,405	69,516
6	39,982	44,814	49,881	61,993	65,897	69,168	72,345
7	41,362	46,438	51,643	64,527	68,561	71,933	75,171
8		48,057	53,410	67,065	71,220	74,691	77,995
9			55,169	69,600	73,884	77,461	80,825
10				72,137	76,542	80,221	83,651

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 July 1, 2007 to June 30, 2010.

CONCURRING SIGNATORIES

Dated at Eriksdale, Manitoba this 10th day of December, 2008

Signed and agreed on behalf of the Division:

Kristi Kofussen
Chairperson

M. Michno
Secretary - Treasurer

Signed and agreed on behalf of the Association:

Jan Bangen
President

Joanne M. Kon
Collective Bargaining Chair

