

COLLECTIVE AGREEMENT

between

SOUTHWEST HORIZON SCHOOL DIVISION

and

SOUTHWEST HORIZON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHER'S SOCIETY

July 1, 2007 – June 30, 2010

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AGREEMENT BETWEEN  
SOUTHWEST HORIZON SCHOOL DIVISION  
and  
SOUTHWEST HORIZON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY

This agreement is by and between the Southwest Horizon School Division (hereafter referred to as the Board) and the Southwest Horizon Teachers' Association of the Manitoba Teachers' Society (hereafter referred to as the Association).

**ARTICLE 1 - PURPOSE**

It is the intent and purpose of this collective agreement between the Southwest Horizon School Division and the Southwest Horizon Teachers' Association to set out a specific salary schedule and other conditions of employment resulting from the operation of the said schedule.

**ARTICLE 2 – RECOGNITION OF MANAGEMENT**

The Association recognizes the powers and responsibilities delegated under the “Public Schools Act”, “The Education Administration Act”, and other relevant statutes and regulations made there under having the force of law, to the Division to hire, discharge for cause, assign to schools and classes, and in general to manage and direct the employment of its instructional staff. Staff members assigned as principals, being also part of management, will also be directed by and responsible to management to fulfill their duties.

The Division shall act reasonably and fairly in administering the Collective Agreement.

**ARTICLE 3 - EFFECTIVE PERIOD**

This agreement shall come into force and take effect on the first day of July, 2007 and shall remain in full force and effect until June 30, 2010, and shall thereafter continue in effect from year to year, unless either party gives the other written notice by registered mail of a desire to terminate or amend this agreement. Such notice shall be given not more than ninety (90) days and not less than thirty (30) days prior to the last day of the collective agreement.

**ARTICLE 4 - EDUCATIONAL QUALIFICATIONS**

- a. Definition of a teacher: A teacher means a person who holds a valid teacher certificate or a limited teaching permit under the Department of Education or who is authorized by the Minister to teach in a school.
- b. Scope: All teachers under contract with the Board come under the scope of this agreement.
- c. Educational Qualifications: For the purpose of this agreement the members of the teaching staff shall be classified according to the classification set forth in the most current Department of Education Regulation, except as otherwise provided in this agreement.

**ARTICLE 5 - SALARIES****5.01 - Basic Schedule**First day of fall term 2007 to June 30, 2008

<b>Years</b>							
<b>Experience</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>	<b>Class 7</b>
0	29480	32671	35993	43220	46132	49051	51346
1	31001	34687	38459	45542	48673	51675	54106
2	32527	36704	41037	48023	51213	54298	56794
3	34039	38718	43614	50517	53758	56920	59493
4	35557	40737	46190	53052	56297	59542	62203
5	37083	42751	48771	55594	58836	62168	64905
6	38601	44775	51345	58125	61375	64791	67620
7				60664	63918	67415	70331
8				63177	66455	70047	73035
9				65493	68994	72666	75750
10				67421	71464	75291	78462

First day of fall term 2008 to June 30, 2009

<b>Years</b>							
<b>Experience</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>	<b>Class 7</b>
0	30517	33821	37259	44741	47754	50776	53152
1	32092	35907	39812	47144	50385	53493	56009
2	33671	37995	42481	49712	53015	56208	58791
3	35237	40080	45148	52294	55648	58922	61585
4	36808	42170	47814	54918	58277	61636	64391
5	38388	44254	50486	57549	60905	64354	67187
6	39959	46349	53151	60169	63533	67069	69998
7				62798	66166	69786	72804
8				65398	68792	72510	75604
9				67796	71420	75221	78413
10				69792	73977	77939	81221

First day of fall term 2009 to June 30, 2010

<b>Years</b>							
<b>Experience</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>	<b>Class 7</b>
0	31591	35011	38570	46314	49433	52561	55021
1	33221	37170	41213	48802	52157	55374	57979
2	34856	39331	43975	51460	54880	58185	60858
3	36477	41490	46736	54133	57605	60994	63750
4	38103	43653	49496	56849	60327	63804	66655
5	39738	45811	52262	59573	63047	66617	69549
6	41364	47979	55020	62285	65767	69428	72459
7				65006	68492	72240	75365
8				67697	71211	75060	78263
9				70180	73932	77866	81171
10				72246	76578	80679	84077

## 5.02 – Letter of Authority

Teachers hired on letter of authority are to be paid at a scale one class equivalent below the class these teachers would be in had they received professional training.

## 5.03 - Interest on Retroactive Pay

The Division shall pay to members of the Association interest on the net amount of any retroactive pay which may be paid to such members, calculated from the date on which the monies would have been due to the date of actual payment. The interest shall be computed at the rate equal to a premium saving account as at January 31<sup>st</sup> of the year in which the collective agreement is signed.

## 5.04 - Substitute Teachers

- a. The salary rates for substitute teachers shall be (includes holiday pay):  
Paid at a rate of \$106.00 per day effective 1<sup>st</sup> day of fall term 2007/2008.  
Paid at a rate of \$113.50 per day effective 1<sup>st</sup> day of fall term 2008/2009.  
Paid at a rate of \$117.00 per day effective 1<sup>st</sup> day of fall term 2009/2010.
- b. A substitute teacher who assumes the teaching workload of the same teacher for six (6) consecutive school days or more, shall be paid at the rate of 1/x (where x = 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 seventh (7<sup>th</sup>) consecutive school day as outlined in Article 5.01. Substitution days can not be accumulated from one assignment to another.
- c. In addition, where during an extended substitute teaching assignment the substitute teacher becomes unavailable to work due to attending to what would be described as a family related emergency or for the death or serious illness of the substitute teacher's family or for attending to Association or MTS business as a representative of the Association, and where the substitute teacher returns to the teaching assignment immediately thereafter such unavailability, such days of unavailability as noted above shall not constitute a break in extended substitute teaching.
- d. 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.

The use of a sick leave day with pay shall not constitute an interruption of the extended substitute teaching assignment.

A substitute teacher claiming sick leave may be required to provide proof of illness from a registered medical practitioner (at Board Cost) if requested to do so by the Superintendent or designate. Assignment shall mean consecutive teaching days in one (1) position.

- e. Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.
- f. A substitute teacher who is called to work for an assignment for one half (1/2) day or less shall be paid one half (1/2) of the daily rate. A substitute teacher, who is called to work for an assignment of greater than a half day but less than a full day, shall be paid the daily rate. One half (1/2) day shall be defined as a morning or an afternoon.
- g. A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that his or her services are not required shall be offered an alternative assignment equivalent in time to the substitute teacher's original assignment and when such an alternative assignment is not available shall be paid half (1/2) day's pay at the applicable rate in lieu.

- h. A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21<sup>st</sup>) 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.
- i. Pay relating to the salary earned by substitute teachers during any month shall be forwarded to those teachers not later than the fifteenth (15<sup>th</sup>) day of the following calendar month.
- j. All substitute teachers as members in good standing, shall be required to pay all provincial and local Manitoba Teachers' Society fees, such fees to be deducted by the Division monthly and pro-rated on the basis of the number of days worked in that 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 legal action arising from the deduction of The Manitoba Teachers' Society fees.

- k. The following articles of the Collective Agreement shall apply to substitute teachers with amendments as noted:

Article 1	Purpose
Article 2	Recognition of Management
Article 3	Effective Period
Article 4	Educational Qualifications (as it relates to Article 5.04b)
Article 5.01	Basic Schedule (as it relates to Article 5.04 Substitutes)
Article 5.04	Substitute Teachers
Article 5.07	Placement (as it relates to Article 5.04b)
Article 5.12	Meal Period
Article 12	Freedom from Violence
Article 16	Settlement of Differences (except that the only matters that may be grieved under the Settlement of Differences article 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.)

- l. Except for as provided for in Article 5.04, substitute teachers are not covered by the collective agreement.

#### 5.05 - Administrative Allowances

##### Terms

Administrators in Southwest Horizon School Division shall be paid a supervisory allowance based on the following principles or criteria:

Recognition of administrator experience – basic allowance plus two increments.

Recognition of student numbers as a base for the allowance.

A vice-principal allowance which recognizes administrative time allocated and student numbers.

First day of fall term 2007 to June 30, 2008

<b>Principal Administrative Allowance - Effective first day of fall term 2007 – June 30, 2008</b>			
<b>Students</b>	<b>Position</b>	<b>Basic Allowance</b>	<b>Increments</b>
50-90	Principal	3344	2 x \$1233
91-140	Principal	5525	2 x \$1233
141-230	Principal	7708	2 x \$1233
231-320	Principal	9867	2 x \$1233
321-410	Principal	11563	2 x \$1233
411 and Greater	Principal	14620	2 x \$1233
<b>Vice – Principal Allowance – Effective first day of fall term 2007 – June 30, 2008</b>			
<b>Students</b>	<b>Allowance for Vice – Principal</b>		
50-100	Nil		
101-230	.25 of Principal Allowance		
231 and Greater	.50 of Principal Allowance		

The administrative allowance for Hutterian Colony Schools is considered a special situation. The allowance recognizes a supervisory allowance for teacher as principal in the normal one teacher situation and an additional supervisory allowance for full time equivalent teaching staff additions.

<b>The administrative allowance for Hutterian Colony Schools Effective First Day of Fall Term 2007 – June 30, 2008</b>			
<b>Year</b>	<b>Basic Allowance</b>	<b>Increments</b>	<b>Additional Teachers</b>
<i>1<sup>st</sup> day Fall term 2007</i>	<i>\$984</i>	<i>2 x \$154</i>	<i>\$464/Full-time equivalency</i>

If anyone should suffer a loss in administrative pay as a result of the new amalgamated scale they shall be frozen at current rates until scale catches up.

First day of fall term 2008 to June 30, 2009

<b>Principal Administrative Allowance - Effective first day of fall term 2008 – June 30, 2009</b>			
<b>Students</b>	<b>Position</b>	<b>Basic Allowance</b>	<b>Increments</b>
50-90	Principal	3445	2 x \$1270
91-140	Principal	5691	2 x \$1270
141-230	Principal	7940	2 x \$1270
231-320	Principal	10164	2 x \$1270
321-410	Principal	11910	2 x \$1270
411 and Greater	Principal	15059	2 x \$1270
<b>Vice – Principal Allowance – Effective first day of fall term 2008 – June 30, 2009</b>			
<b>Students</b>	<b>Allowance for Vice – Principal</b>		
50-100	Nil		
101-230	.25 of Principal Allowance		
231 and Greater	.50 of Principal Allowance		

<b>The administrative allowance for Hutterian Colony Schools Effective First Day of Fall Term 2008 – June 30, 2009</b>			
<b>Year</b>	<b>Basic Allowance</b>	<b>Increments</b>	<b>Additional Teachers</b>
<i>1<sup>st</sup> day Fall term 2008</i>	<i>\$1,013</i>	<i>2 x \$159</i>	<i>\$478/Full-time equivalency</i>

First day of fall term 2009 to June 30, 2010

<b>Principal Administrative Allowance - Effective first day of fall term 2009 – June 30, 2010</b>			
<b>Students</b>	<b>Position</b>	<b>Basic Allowance</b>	<b>Increments</b>
50-90	Principal	3549	2 x \$1308
91-140	Principal	5862	2 x \$1308
141-230	Principal	8179	2 x \$1308
231-320	Principal	10469	2 x \$1308
321-410	Principal	12268	2 x \$1308
411 and Greater	Principal	15511	2 x \$1308

**Vice – Principal Allowance – Effective first day of fall term 2009 – June 30, 2010**

<b>Students</b>	<b>Allowance for Vice – Principal</b>
50-100	Nil
101-230	.25 of Principal Allowance
231 and Greater	.50 of Principal Allowance

<b>The administrative allowance for Hutterian Colony Schools Effective First Day of Fall Term 2009 – June 30, 2010</b>			
<b>Year</b>	<b>Basic Allowance</b>	<b>Increments</b>	<b>Additional Teachers</b>
<i>1<sup>st</sup> day Fall term 2009</i>	<i>\$1,044</i>	<i>2 x \$164</i>	<i>\$492/Full-time equivalency</i>

5.06 – Student Services Coordinator’s Allowance

<b>The administrative allowance for Student Services Coordinator Effective First Day of Fall Term 2007 – June 30, 2008</b>	
<i>Increment Year 1 + 2</i>	<i>\$6,540</i>
<i>Increment Year 3 + 4</i>	<i>\$7,040</i>
<i>Increment Year 5+ years</i>	<i>\$7,540</i>

<b>The administrative allowance for Student Services Coordinator Effective First Day of Fall Term 2008 – June 30, 2009</b>	
<i>Increment Year 1 + 2</i>	<i>\$6,736</i>
<i>Increment Year 3 + 4</i>	<i>\$7,251</i>
<i>Increment Year 5+ years</i>	<i>\$7,766</i>

<b>The administrative allowance for Student Services Coordinator Effective First Day of Fall Term 2009– June 30, 2010</b>	
<i>Increment Year 1 + 2</i>	<i>\$6,938</i>
<i>Increment Year 3 + 4</i>	<i>\$7,468</i>
<i>Increment Year 5+ years</i>	<i>\$7,999</i>

When a coordinator of student services is assigned at less than full time, they will be paid at the percentage of time assigned.

#### 5.07 – Appointment of Head Teacher

In the absence of both the Principal and Vice-principal a head teacher may be appointed by the Principal or Superintendent, and shall be paid a daily allowance as follows:

**School                      First day of fall term 2007 to June 30, 2008**

0-49	\$19.00
50-230	\$25.34
231-320	\$34.14
321 or greater	\$44.34

No allowance will be paid for appointments of less than one-half day.

**School                      First day of fall term 2008 to June 30, 2009**

0-49	\$19.57
50-230	\$26.10
231-320	\$35.17
321 or greater	\$45.67

No allowance will be paid for appointments of less than one-half day.

**School                      First day of fall term 2009 to June 30, 2010**

0-49	\$20.16
50-230	\$26.88
231-320	\$36.22
321 or greater	\$47.04

No allowance will be paid for appointments of less than one-half day.

#### 5.08 - Placement

For the purpose of the salary schedule, except as otherwise provided for in this agreement, teachers shall be classified and placed on the salary schedule according to the classification and years of experience accorded to the teacher by Manitoba Education, Citizenship and Youth (based on Regulation 575/88).

#### 5.09 - Increments

- a. Except as herein provided, each teacher shall receive one (1) increment for each year of experience until such teacher reaches the maximum in his or her class, such maximum being in accordance with Article 5.01 of this agreement.
- b. The anniversary date for annual increases for all teachers shall be after an accumulation of ten (10) months teaching experience.

#### 5.10 - Change in Salary Classification

Where increased academic qualifications are secured between June 30<sup>th</sup> and December 31<sup>st</sup> in any year which qualify a teacher for an advance in class on the salary schedule, the resulting increase in annual salary shall become effective September 1<sup>st</sup> of the same year. Where any teacher shall advance his or her qualifications on or before June 30<sup>th</sup> in any year in accordance with the most recent Department of Education Regulation, he or she shall be entitled to the appropriate salary increase retroactive to January 1<sup>st</sup> of that year. The onus is on the teacher to file proof of change in qualifications with the Board as soon as possible. Proof of change shall be a statement of standing obtained from the Teacher Certification and Records Branch.

### 5.11 - Payment of Salary

- a. Annual salary will be paid in 26 (or 27 if applicable) equal installments by direct deposit to a financial institution of the teacher's choosing, on a bi-weekly basis from September to June. At the end of the school year, outstanding salary installments will be paid to the teacher on the last teaching day in June.
- b. The first installment in a school year will be paid the first or second teaching Friday.
- c. Where applicable, the per diem rate shall be annual salary divided by the number of school days in a school year.
- d. When a teacher leaves the employ of the Division or is granted long term leave without pay, the final payment shall be the difference between the product of the number of days taught in the school year multiplied by the per diem rate and the total gross pay already received by the teacher during the school year.
- e. The Division shall deposit salary directly into the financial institution of the employee's choice.

### 5.12 - Part-Time Teachers

- a. Upon hire, part-time teachers shall be placed on the salary schedule in accordance with their classification and years of experience as determined by Manitoba Education, Citizenship and Youth (Regulation 515/88).
- b. Part-time teachers shall be paid an annual salary based upon the proportion of time spent in teaching.
- c. Part-time teachers shall participate in parent/teacher interviews and in-services during the regular school day, and above their regularly scheduled teaching time when requested by the employer. Part-time teachers shall receive the per diem rate, or portion thereof, of their salary for these activities.

### 5.13 Meal Period

Each teacher will be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each school day. This meal period shall be equal to five (5) minutes less than the midday intermission given to the students of the school in which the teacher is employed. Designated Professional staff will be on call during the meal period to deal with discipline, parent inquiries and any other problems normally under the jurisdiction of a teacher.

### 5.14 Extra-Curricular Activities

- a) "Extra-curricular activities" means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work or in-service sessions.
- b) The Board will grant teachers who have contributed toward extra curricular activities, a payment equivalent to the current substitute teacher rate. A teacher will be eligible for his/her first payment upon completion of 50 hours of contributed time and his/her second payment upon completion of 150 hours of contributed time.
- c) i) Teachers who are entitled to the payment in (b) may, in lieu of the payment, be granted leave with no loss of pay or benefits. The date for such leave shall be agreed upon between the principal and the teacher.

- ii) Notwithstanding the above, a teacher may carry forward two (2) days of leave to the subsequent school year. In such case the entitlement must be used within 12 months of the day the hours were completed. The maximum amount of leave carried forward and taken under this article shall be no more than two (2) days in any one (1) year, but this maximum does not include the annual entitlement of up to two (2) days of leave with no loss of pay or benefits that is provided for under sub-articles (b) and (c) (i) above.
  
- d) Only activities that have received prior approval of the principal will be eligible for the provisions of this clause. A list of approved activities pertaining to this clause will be developed by a joint committee which will include two representatives from the Board and two representatives from the Association.
  
- e) Teachers must report extra curricular hours on a form which the Division will provide. The teacher and his/her principal will only report hours when the 50 or 150 hours have been completed. If a teacher wishes to invoke 5.13(c)(ii) then the teacher must complete the form with hours accumulated and indicate on the form that the day/s will be used within 12 months of the day the hours were completed.
  
- f) In the case where a teacher does not accumulate sufficient hours to qualify for his/her first or second payment, the teacher may carry those hours over to the subsequent school year.
  
- g) Participation in extra-curricular duties by teachers is voluntary.

## **ARTICLE 6 - DEDUCTION OF PROFESSIONAL FEES**

### 6.01 – Manitoba Teachers’ Society Fees

The teacher’s annual fees to the Manitoba Teachers’ Society shall be deducted in ten (10) equal installments, not including the months of July and August from their monthly salary deposits and shall be remitted monthly to the Manitoba Teachers’ Society office.

### 6.02 - Association Dues

The annual dues of the Southwest Horizon Teachers’ Association shall be deducted from the salary of all members of the Southwest Horizon Teachers’ Association and forwarded to the Association Treasurer. The Association shall notify, in writing, the Division Secretary-Treasurer, the amount of the dues to be deducted, one month prior to the date the dues are to be deducted.

## **ARTICLE 7 - LEAVE**

### 7.01 - Sick Leave

- a. When a teacher is absent from work because of sickness, he/she shall be entitled to sick leave during such absence and to be paid his/her salary during this leave. Subject to subsection b) of this article, 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 one hundred and twenty-four (124) days.
  
- c. i. When a Teacher suffers an on-the-job injury, while working under proper supervision, and for which the Division is responsible for the accident, that Teacher will be charged at a 50% rate against his/her accumulated sick leave.

- ii. An on-the-job injury will be physical in nature and will not include disease, stress or mental illness.
- iii. When a Teacher suffers an on-the-job injury any out-of-pocket expenses incurred by that Teacher will be paid by the board to a maximum of one thousand dollars (\$1,000.00). Out-of-pocket expenses are those not covered by any medical or insurance plans and are a result of the injury.

#### 7.02 – Family Medical Leave

Each teacher shall be entitled to use up to three (3) days of sick leave per school year to attend to the illness, injury or medical appointments of his or her immediate family including the spouse, children, or parents of the teacher.

Every effort shall be made to schedule medical appointments outside of school hours.

#### 7.03 - Compassionate Leave

Three days compassionate leave in case of death or serious illness shall be allowed without salary deduction; further such leave could be granted, at the discretion of the Superintendent, without loss of salary.

#### 7.04 - Personal Leave

- a. A total of up to two (2) days personal leave per school year without loss of pay shall be granted by the Superintendent.

Such leave may not be unreasonably withheld. This leave can be used prior to Christmas, Spring or Summer vacations, it shall not be used to extend the end of the Christmas, Spring or Summer vacation.

- b. Further extensions of this leave over and above any entitlement in this article may be granted on application by the teacher to the Board. The Board shall have the final decision in extending or rejecting further leave over and above any entitlement in this article.
- c. This leave shall be cumulative to a maximum of three days per school year subject to the following conditions:
  - (i) the above restrictions on extending vacations shall apply;
  - (ii) the teacher shall use the day deferred from the previous year before using the personal leave entitlement accruing to him/her in the current calendar year.
  - (iii) personal leave entitlement shall not be deferred beyond the year immediately subsequent to the year in which the entitlement was accrued; and
  - (iv) extensions granted by the Board over and above any entitlement in this article as provided for in (b) above shall not be accumulated nor deferred to subsequent years.

#### 7.05 – Executive/President Leave

- a. A teacher, being a member of The Manitoba Teachers' Society Executive Committee, or of the Executive Committee of any branch thereof, or any special committee of the Society or being appointed an official representative or delegate of the Society or any branch thereof, and being authorized by the Executive Committee of which he/she is a member, or acting as a representative or delegate, shall be excused from school duties for either purpose or both purposes, for not more than a total of five (5) teaching days in any one school year, provided, that a substitute satisfactory to the Board can be secured and that the cost of providing such a substitute to the Board is assumed by the Society. A maximum of

thirty (30) days in total may be taken for the purpose mentioned above during any school year by members of the Association. No additional leave of absence beyond the thirty (30) days in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Board. In all cases, the teacher shall notify the Board five (5) teaching days prior to taking such leave.

- b. Any teacher filling in the position of President of Provincial MTS shall be given a two (2) year leave of absence with a guarantee of employment at the end of his/her term.
- c. Any teacher who is elected to The Manitoba Teachers' Society Executive shall be entitled to an additional ten (10) teaching days leave per year provided that reasonable advance notice is given to the Superintendent and, provided that the per diem rate of that teacher's salary for each such day absent, is assumed by The Manitoba Teachers' Society.
- d. In addition to the above, both parties mutually recognize and agree that the President of the Association be entitled up to 15 days of release time to attend to Association business. There shall be no loss of benefits or seniority and the Association shall reimburse the Division for the release times, member's salary, allowance where applicable, benefits and other costs related to each release time members secondment. The schedule for the release time shall be developed with the President and the Principal of the school affected.

#### 7.06 - Sabbatical Leave

- a. Any teacher having completed five (5) years of continuous service shall be entitled to apply for sabbatical leave for a term of one year, for the purpose of improving his or her academic and/or professional educations. After having completed seven years of continuous service, he or she shall be entitled to apply for sabbatical leave for study purposes.
- b. Applications for sabbatical leave shall be filed with the Board not later than February 1<sup>st</sup> in the school year immediately prior to that for which leave is to be taken.
- c. A teacher on sabbatical leave shall receive an amount of salary mutually agreed upon up to but not exceeding 50% of his/her salary after five (5) years of continuous service, and 70% of his/her salary after seven (7) years of continuous service, of the salary for the year in which he/she applies for sabbatical leave.
- d. The number of teachers granted sabbatical leave in any one school year shall not be more than one teacher employed by the Board.
- e. Sabbatical leave shall not affect the cumulative sick leave allowance of the teacher concerned. No further sick leave shall be accumulated during the period of the sabbatical leave.
- f. Applications for sabbatical leave will be reviewed by an evaluation committee consisting of:
  - i. two teachers, appointed by the local Manitoba Teachers' Society Council,
  - ii. two trustees, appointed by the Southwest Horizon School Division Board,
  - iii. Superintendent, as chairperson.

After a thorough review of the applications, the evaluating committee will make recommendations to the Southwest Horizon School Division Board.

- g. Applications, including plans for the sabbatical leave, shall be in the hands of the Superintendent on February 1<sup>st</sup>.

The Evaluation Committee shall make recommendations to the Southwest Horizon School Division Board by March 1<sup>st</sup>.

The Southwest Horizon School Division Board shall make a decision and inform the applicants by April 1<sup>st</sup>.

- h. Other terms and conditions of the leave in respect to future service commitments or repayment in lieu of default of future service commitment, and terms deemed necessary will be negotiated and incorporated in the individual contract made with the candidate at the time of granting said leave.

#### 7.07 - Jury Duty

A teacher who is summoned for jury duty, to perform duties on a Government Board or Commission, or subpoenaed to appear in court proceedings other than a court proceeding caused by the teacher's private affairs, shall be granted a leave of absence with pay for the required period of absence. The teacher shall make him/herself available for duty at his/her school during regular school hours when not required at court. Remuneration awarded by the Court (less transportation, meals and lodging allowance) shall be deducted from the teacher's gross monthly pay.

The intent of "private affairs" shall include such as:

- a. particular civil suits,
- b. violations of the Highways Traffic Act where found guilty,
- c. violations of the Criminal Code where found guilty.

#### 7.08 – Maternity/Paternity/Adoptive Leave

- a. Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to parental and adoptive leave in accordance with this article.
- b. Every teacher shall be entitled to unpaid parental and adoptive leave.
- c. Except as otherwise provided therein 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 SUB 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:
  - i. For the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and
  - ii. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of her gross salary.
- g. A teacher taking parental or adoptive 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 of 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.

In respect of the period of parental or adoptive leave, payments made according to the SUB Plan will consist of the following:

- i. For the first two weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of his/her gross salary where the two week waiting period has been served or payment equivalent to ninety percent (90%) of gross salary; and
- ii. Up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of his/her gross salary.

#### 7.09 - Deferred Salary Leave Plan

The Board will administer the Deferred Salary Leave Plan (D.S.L.P.) as per conditions outlined in the Ancillary Agreement and subject to the appropriate Federal Government tax ruling.

#### 7.10 - Deduction of Salary for Absence

##### General Leave

In all cases of absence from teaching duties other than illness, permission of the Superintendent shall be obtained and any teacher thus absent shall have an amount equal to the substitute's pay deducted for each day of absence.

#### 7.11 - Examination Leave

- a. Teachers shall be allowed leave without loss of salary for one day for each examination written during school hours for the purpose of improving their qualifications.

#### 7.12 – Hutterian Administration Leave

Principals within the Hutterian schools shall be entitled to 1 day per semester without loss of salary to use as an administration day, to a maximum of 2 days per year and the days shall not be accumulated from year to year.

### **ARTICLE 8 - INSURANCE**

#### 8.01 - Group Life Insurance

- a. The Board will administer the Manitoba Public School Employees Group Life Insurance Plan 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 Manitoba Public School Employees Group Life Insurance Plan.
- d. Both parties agree that the terms of this Plan shall not be negotiable in future contracts unless there is mutual agreement.

#### 8.02 - Disability Benefits Plan

- a. The Board will administer the Disability Benefits Plan for participating employees.
- b. The Division agrees to administer the Plan in accordance with the terms and conditions of the Plan, including:
  - i. Enrolling newly employed teachers who are eligible to enroll in the Plan.
  - ii. Deducting premiums from the salary of each participating teacher on a monthly basis and remitting premiums to the Plan on a timely basis;
  - iii. Providing notification to the Plan of any Plan member who has been absent for 10 working days due to illness and who has not provided a date of return to work;
  - iv. Completing the employer claim forms as requested by the Plan.

The premium for the Plan shall be paid by each employee participating in the Plan and shall be deducted monthly from salary and timely remitted to the Plan.

#### 8.03 – Short Term Disability Benefits Plan

- a. The Division shall administer a short term disability insurance plan for Teachers in the Division.
- b. All Teachers employed by the Division shall be required to participate in the plan.
- c. The full cost of the premiums shall be borne by the Teachers in the Division.
- d. The Division agrees to remit to the Association the difference between the total premium reduction and the partial premium reduction provided under the provisions of the Employment Insurance Act.

#### 8.04 - Health Benefits Plan

- a. The Division will administer the terms and conditions of the Extended Health Benefit Plan in accordance with the terms and conditions of the Plan, as follows:
  - i. Except as noted in ii and iii, all employees that are eligible under the terms of the plan shall be required to participate in the plan.
  - ii. Where an employee provides evidence of coverage for Extended Health benefits through a spousal plan, such employee shall be eligible to opt out of this plan subject to the terms of this plan.
  - iii. An employee who works less than 0.3 shall not be required to join the plan.
- b. The Division will deduct from teachers enrolled in the Health Benefits Plan the prescribed premiums and remit on a timely basis to the carrier.
- c. The Division will enroll all eligible teachers at the time of eligibility for coverage. Where an employee provides evidence of coverage for Extended Health Benefits through a spousal plan, such employee shall be eligible to opt out of this plan subject to the terms of this plan.

## **ARTICLE 9 - ALLOWANCES**

### **9.01 - Travel Allowance**

Any teacher who is required to travel in order to complete their teaching assignment as assigned by the Board shall be reimbursed for their travel at a rate in accordance with the Board's scale of car allowance for employees.

### **9.02 – Transfer of Teachers**

1. There shall be consultation between the Division and a Teacher employed by it, prior to a Teacher being transferred from the school in which the Teacher is employed to a school in another locality within the Division.
2. Teachers who are transferred as set forth in clause (1), at the request of the Division, shall have their reasonable moving expenses paid by the Division.

## **ARTICLE 10 - PROFESSIONAL STAFF LAYOFF**

1. In attempting to anticipate the development of redundant positions, the Board shall provide the Association with forecasts of enrolments and teacher requirements.
2. No teacher shall be laid off until the Board in consultation with the Association has assessed possible alternatives concerning layoffs. These alternatives could include leaves, attrition, transfer, sabbatical, job sharing, etc.
3. If after considering the above, layoffs are seen to be needed, the following criteria shall be used:
  - a. Where it is determined by the Board that a layoff is necessary and where natural attrition, transfers, leaves of absence, and sabbaticals do not affect the necessary reduction in staff, the Board shall give consideration to retaining teachers having the greatest length of service with the Board.
  - b. Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a layoff, if such a teacher does not have the necessary training, academic qualifications or experience for a specific teaching assignment.
  - c. Definitions:
    - 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 Qualifications - Refers to the classification in which a teacher is placed by the Certification and Records Branch of the Department of Education.
    - iii Experience - The practical application of the training over a period of time with respect to the particular subject or subjects.
    - iv Length of teaching service - The teacher's length of continuous employment with the Board commencing with the first day after his or her most recent day of hiring with the Board. Approved leaves of absence shall not constitute a break in continuity of service.
  - d. Written notice of any layoff and reasons therefore shall be given to the teachers being laid off no later than the first day of May.

- e. If, after layoffs have occurred, and for a period of one calendar year after the 30th of September following the date of layoff, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled, shall be offered the positions first, providing such teachers have the necessary training, qualifications and experience for the position available. Length of service with the Board shall 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 or experience.
- f. If a teacher is recalled as in (e.) above, the following shall 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 during the layoff.

### **ARTICLE 11 - DISCIPLINE**

1. The Division or any agent thereof shall have the right to issue a written warning(s) to any teacher or suspend any teacher with or without pay.

Where the Division or person(s) acting on behalf of the Division issues a written warning(s) or suspension affecting any person covered by this Collective Agreement and where the affected person is not satisfied that the written warning(s) or suspension is for a just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement.

2. When such a difference is referred to a Board of Arbitration under Article 16, Provision for Settlement of Dispute, the Board of Arbitration shall have the power to:
  - a. Uphold the written warning(s) or suspension;
  - b. Rescind the written warning(s) or suspension;
  - c. Vary or modify the written warning(s) or suspension;
  - d. Order the Division to pay all or part of any loss of pay and/or benefits in respect of the written warning(s) or suspension;
  - e. Do one or more of the things set out in subclause a), b), c), or d) above.
3. This Article does not apply to teacher assessment and evaluation processes done pursuant to division policy and practices and amendments thereto, except to the extent that any such assessment or evaluation is used as the basis of or in connection with disciplinary action.

### **ARTICLE 12 – FREEDOM FROM VIOLENCE**

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

### **ARTICLE 13 – LIMITED TERM TEACHER - GENERAL CONTRACT**

- a. Any teacher employed by the Division on a Limited Term Teacher – General contract for two successive full school years shall, on employment for the third consecutive school year, be signed to a teacher general contract and shall be entitled retroactively to seniority and sick leave.

- b. Notwithstanding the foregoing, should the Division expect the teacher to be employed for a period of less than three (3) months, the Division may employ such teacher on a Limited Term Teacher – General contract.

#### **ARTICLE 14 – INTERVIEW FOR VACANCY**

Any teacher employed by the Division shall be granted an interview for any teaching vacancy, if the teacher makes a request to the Division to be interviewed for the vacancy.

#### **ARTICLE 15 – DUE PROCESS FOR PRINCIPALS AND VICE-PRINCIPALS**

No teacher in an administrative or supervisory position for at least one (1) year shall suffer a reduction in salary or be transferred from such a position to another or to a non-administrative or non-supervisory position until:

1. He/she has first received notice, in writing, of the specific reason(s) why such a reduction in salary or change in position is being contemplated; whereupon,
2. He/she shall have the opportunity of a fair hearing to make representation in person or through his/her representative to the Board, “in camera”, to respond to the reason(s), should he/she so desire; and
3. Where the teacher is not satisfied that the action taken by the Board is fair and reasonable, the Board’s action shall be deemed to be a difference between the parties or persons bound by this Collective Agreement under Article 16- Provision for Settlement of Differences.

#### **ARTICLE 16 – SETTLEMENT OF DIFFERENCES**

Any difference between the parties to, or persons bound by the agreement or on whose behalf it was entered into concerning its contents, meaning, application or violation, which is not settled to the satisfaction of the parties within twenty (20) teaching days from the date when the Association takes the matter up with the Board or the Board notifies 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.

Each of the parties to the dispute shall, within seven (7) calendar 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) calendar 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) calendar days either party may request the Manitoba Labour Board to make the appointment of a chairman.

Except as herein provided the Labor Relations Act shall apply.

Signed and agreed on behalf of the Southwest Horizon Teachers' Association of the Manitoba Teachers' Society this 16th day of March A.D., 2008.

Cindy Bayar  
PRESIDENT

Glen A. Wallmann  
NEGOTIATION  
CHAIRPERSON

Signed and agreed on behalf of the Southwest Horizon School Division this 5 day of MARCH A.D., 2008.

Bob Tilling  
CHAIRPERSON  
Bill Spurdell  
SECRETARY-TREASURER