

2007 - 2010  
**COLLECTIVE AGREEMENT  
 BETWEEN  
 THE GOVERNING BOARD OF  
 THE WINNIPEG TECHNICAL COLLEGE  
 (HEREINAFTER REFERRED TO AS "THE COLLEGE")  
 AND  
 THE WINNIPEG TECHNICAL COLLEGE TEACHERS' ASSOCIATION  
 OF  
 THE MANITOBA TEACHERS' SOCIETY  
 (HEREINAFTER REFERRED TO AS "THE ASSOCIATION")**

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July 1, 2007- June 30, 2010  
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THE WINNIPEG TECHNICAL COLLEGE TEACHERS' ASSOCIATION  
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**ARTICLE 1 – PURPOSE AND DEFINITIONS**

- 1.01 It is the intent and purpose of the Parties to this Agreement to promote and improve the working relations between the College and the Association; to provide a basis for both parties to improve the professional and academic services rendered to the students of the Winnipeg Technical College and finally, to establish a salary schedule and other conditions of employment resulting from the operation of said agreement.
- 1.02 This agreement is made pursuant to the provisions of the Manitoba Public Schools Act, the Education Administration Act, and any other acts pertaining to the rights and responsibilities of the Parties to this agreement.
- 1.03 **Definitions**  
Per Diem – whenever the term per diem is used in this collective agreement it shall mean the fraction that one school day bears to the total number of school days as prescribed by the Minister in any given school year times the applicable annual salary.

**ARTICLE 2 - EFFECTIVE PERIOD**

- 2.01 This agreement shall come into force and take effect on July 1, 2007, unless otherwise agreed to, and shall remain in force until June 30, 2010 and shall thereafter automatically renew itself from year to year unless either party gives the other a written notice by registered mail of a desire to terminate or amend the agreement during the month of April in the year the agreement expires.

**ARTICLE 3 - PLACEMENT ON SCALE**

- 3.01 (a) A teacher coming on staff and instructing in an area in which they have previous related work experience gained after the acquisition of recognized certification in the area in which they are employed shall receive one (1) step for every two (2) years of such related experience up to a maximum of six (6) steps on the salary scale.

**Effective September 2008:**

- (a) A teacher coming on staff and instructing in an area in which they have previous related work experience gained after the acquisition of recognized certification in the area in which they are employed shall receive one (1) step for every two (2) years of such related experience up to the maximum of the teacher's classification.
- (b) For designated trades, related work experience shall be calculated from the time that certification as a journey person in the area in which they are employed is received.

**ARTICLE 3 - PLACEMENT ON SCALE** (cont'd)

- (c) For non-designated trades, business education and other areas, related experience shall be calculated from the time that the teacher became qualified in the area in which they are employed by virtue of having served a recognized apprenticeship term, having completed recognized business training acceptable to the President of the College or his/her designate, or having a form of training or education acceptable to the Manitoba Education, Administration and Professional Certification Branch.
- 3.02
- (a) A teacher coming on staff shall receive one (1) step for each year of teaching experience as recognized by Manitoba Education Administration and Professional Certification Branch up to and including the maximum salary for the teacher's salary classification.
  - (b) For the purposes of 3.02(a), placement may include, such teaching experience, acceptable to the College, which was acquired at a community college or other such educational institution that might not otherwise be recognized by the Administration and Professional Certification Branch. In coming to a conclusion that teaching experience will or will not be recognized, the College shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.
- 3.03
- (a) Nothing in this agreement shall limit the right of the College to place a teacher coming on staff at a level above that which they would be entitled to by virtue of Articles 3.01 and 3.02 of this agreement.
  - (b) The College shall consult with the Association prior to placing a new teacher at a level above that which they would be entitled to by virtue of Articles 3.01 and 3.02 of this collective agreement. Where the College and the Association cannot agree on the placement of a new teacher through consultation, the College shall have the right to unilaterally determine placement to a level not higher than the maximum salary for that teacher's salary classification.
  - (c) Teachers coming on staff who have a salary classification as determined by the Administration and Professional Certification Branch that is greater than Class 4, shall receive one (1) step on the salary scale for each Class greater than Class 4. Such entitlement shall be in addition to steps received under 3.01 and 3.02 of this Article and may be up to and including Step 12 of the salary scale.
- 3.04
- Subject to 3.03(b) such placement that results in a step placement on scale greater than that specified in this Article shall be at the sole discretion of the College and not subject to grievance and arbitration under the Settlement of Disputes clause in this collective agreement.

**ARTICLE 4 - SALARY SCHEDULE AND PLACEMENT ON SCALE**

4.01 (a)

Step	Effective July 2007	Effective July 2008	Effective July 2009
0	43795	45408	47071
1	46094	47776	49510
2	48516	50272	52080
3	51062	52894	54781
4	53741	55654	57623
5	56565	58561	60618
6	59533	61619	63768
7	62660	64840	67085
8	65949	68227	70574
9	69484	71868	74324
10	73130	75624	78193
11	76963	79572	82259
12	81000	83730	86542

(b) Advancement on scale beyond Step 9 shall occur only if and when a teacher receives from Manitoba Education, Administration and Professional Certification Branch verification of a salary classification higher than Class 4. The maximum salary for salary classifications above Class 4 shall be as follows:

Class 5 - Step 10  
Class 6 - Step 11  
Class 7 - Step 12

4.02 (a) Each teacher shall receive one (1) step increase for each year of service until the maximum for that teacher's salary classification, pursuant to 4.01(b) has been reached.

(b) The anniversary date for annual Step increases shall be the first day of the teaching month that follows the date on which the teacher completes a year of experience.

(c) Except as otherwise qualified in this Agreement, years of completed experience for a part-time teacher shall be calculated in the same manner as the years of completed experience are determined by the Manitoba Education Administration and Professional Certification Branch.

(d) Subject to 4.01(b), after receiving prior approval from the President of the College and successfully completing training or courses related to their technical teaching field from institutions (college, university, or approved private institution) or approved firms, teachers shall receive step increases up to Step 12 of the scale at the rate of one (1) step for each approved and accumulated 300 hours of successfully completed training or education. The step increase shall become effective on the first day of the month following the acquisition of said 300 hours. In coming to a conclusion that such training would not be of benefit to the educational needs of the College, the College shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.

Effective September 2008, teachers in Class 4 working towards Class 5 will be required to accumulate 150 hours of approved successfully completed training or courses to achieve their increase.

**ARTICLE 4 - SALARY SCHEDULE AND PLACEMENT ON SCALE** (cont'd)

- (e) Subject to 4.01(b), after receiving prior approval from the President of the College, a teacher who completes courses that would entitle that teacher to a designation of Class 5, 6, or 7 as recognized by the Administration and Professional Certification Branch shall move forward one (1) step on scale up to and including Step 12 upon successful completion of the courses and requirements necessary for such class designation. The step increase shall become effective on the first day of the month following notification that the teacher has completed the courses and requirements necessary for such class designation.

In coming to a conclusion that the improved qualifications would not be of benefit to the educational needs of the College, the College shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.

**ARTICLE 5 - PRINCIPAL'S SALARY**

- 5.01 A teacher appointed by the College to be the principal of the College shall be paid according to the following scale:

Step	Effective July 2007	Effective July 2008	Effective July 2009
0	87237	90154	93159
1	89680	92670	95751
2	92124	95188	98344
3	94567	97704	100936
4	98515	101770	105123

- 5.02 A teacher so appointed as Principal of the College and placed on the above scale shall move forward one (1) step upon the completion of one (1) year of service in the position of Principal up to and including the maximum of the scale.
- 5.03 Nothing in this agreement shall limit the right of the College to place a Principal above Step 1 of the scale on initial appointment of the teacher to the position of Principal.

**ARTICLE 6 - LEAD INSTRUCTOR ALLOWANCE**

- 6.01 Lead Instructors shall be appointed annually, subject to the discretion of the President or his/her designate.

A teacher appointed as a Lead Instructor shall receive an allowance per annum in addition to the salary the teacher is entitled to under Articles 3 and 4 as follows:

July 2007	July 2008	July 2009
3729	4140	4565

**ARTICLE 7 - WORK YEAR**

- 7.01 A teacher at the College may work during the normal vacation periods of Spring, Mid-Summer and Christmas as set out in Section 4 of Manitoba Regulation 101/95, provided that the total number of days a teacher works in a College year shall not be more than the number of days designated by the Minister as teaching days for the corresponding standard school year.

## **ARTICLE 7 - WORK YEAR** (cont'd)

- 7.02 Notwithstanding the above, a teacher may be required by the College to teach an additional eight (8) days in any College year and shall be paid for said days an additional per diem rate of 1/200 of their annual salary. This clause will not be applicable to the Principal.
- 7.03 A teacher shall not be required to teach on those school holidays listed under Section 5(1) of Manitoba Regulation 101/95.
- 7.04 It is agreed that for the purposes of this collective agreement, the following terms shall have the following meanings:
- (a) Standard School Year - Standard school year shall mean the teaching days designated by the Minister of Education pursuant to Manitoba Regulation 470/88 as it exists of the date hereof.
  - (b) College Year - College year shall mean the period beginning the Tuesday immediately following Labour Day and ending the following Labour Day.
  - (c) Standard Vacations - Standard vacations mean the Spring, Mid-Summer and Christmas vacations as designated by the Minister of Education pursuant to Manitoba Regulation 470/88 as it exists of the date hereof.
  - (d) School Holidays - School holidays shall mean the holidays set out in the Public Schools Act and Manitoba Regulation 101/95, as it exists of the date hereof, and in addition Christmas Day, Boxing Day, New Year's Day, July 1st and the first Monday in August.

### **7.05 Workplace Practicum Supervision**

At the teacher's initiative and subject to prior approval of the itinerary by the President or his/her designate, up to eight (8) days in any school year shall be provided to allow that teacher to perform off campus workplace practicum supervision. This shall apply to programs not utilizing an extended work practicum model.

## **ARTICLE 8 - PART-TIME TEACHERS**

- 8.01 The basic salary of each teacher employed under contract on a part-time basis shall be pro-rata of the applicable annual schedule rate and shall be governed by the same provisions as the salary of any other teacher covered by the agreement.
- 8.02 Part-time teachers under contract shall participate in school activities, as outlined below, during the regular school day when requested by the College. Part-time teachers shall receive 1/200, or portion thereof, for time spent over and above their regularly scheduled teaching time during the school day.
- The College activities, when occurring during the regular school day, eligible for payment under this Article are:
- 1. Staff Meetings
  - 2. Parent-Teacher Interviews
  - 3. In-Service Components
- 8.03 Where teachers request and are allowed to enter an arrangement with the College to allow two or more teachers to share one teaching position then no additional remuneration under paragraph 8.02 will be payable.

**ARTICLE 9 - PAYMENT OF SALARY**

- 9.01 Teachers covered by this Agreement shall be paid their annual salary on the basis of twenty-six (26) consecutive bi-weekly payments.
- 9.02 Where a teacher leaves the employ of the College or commences a long term leave, the teacher on his/her last payment shall receive the difference between the number of days worked times that teacher's per diem for that school year and the gross amount of pay received during the school year.

**ARTICLE 10 - SICK LEAVE**

- 10.01 It is agreed by the parties that sick leave entitlement shall be granted by the College only where a teacher is unable to be at work and perform regular duties as a result of illness or injury.
- 10.02 There shall be no accumulation of sick leave credited for periods of leave of absence.
- 10.03 Sick leave shall be accumulated at a rate not to exceed 20 teaching days per year to a maximum of 125 days to be determined as follows:

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 teaching days in the fifth year,
- 120 teaching days in the sixth year,
- 125 teaching days in the sixth and subsequent years beginning Sept 2008

- 10.04 Unless otherwise entitled under paragraph 10.03 and except as hereinafter provided, each teacher shall be permitted to use twenty (20) sick leave teaching days in any College year after at least one day of active teaching service during that College year.
- 10.05 The provision of twenty (20) sick leave teaching days in any College year shall be prorated in the following circumstances:
  - (a) Where a teacher commences employment at a time other than the commencement of the College year.
  - (b) Where a teacher returns from a leave at a time other than the commencement of the College year.
  - (c) Where a teacher terminates employment during the College year for reasons other than sickness.
  - (d) Where a teacher commences an unpaid leave of absence for reasons other than sickness.
- 10.06 (a) For purposes of paragraph 10.05, proration of the twenty (20) sick leave teaching days provided in any College year shall be calculated as set out below:  
$$\frac{\text{No. of days of actual teaching service} + \text{(including paid sick leave teaching days)}}{\text{Total No. of teaching days in the school year}} \times 20$$
  - (b) Sick leave accumulation balances shall be rounded to the nearest whole day.

## **ARTICLE 10 - SICK LEAVE** (cont'd)

- 10.07 A teacher will furnish a medical certificate when requested by the President of the College. Where such certificate is required and such costs are not covered by the Manitoba Health Insurance Commission the College shall be responsible for that cost.
- 10.08 Sick Leave is not payable to a teacher:
- (a) who is engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the Long Term Disability Insurance Plan.
  - (b) whose illness results from the use of drugs or alcohol and who is not receiving continued treatment from a licensed physician or in a recognized program of treatment for the use of drugs or alcohol.
  - (c) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from the Manitoba Public Insurance Corporation to the extent that such benefits and paid sick leave exceed the teacher's normal salary. In such cases the teacher shall reimburse the College the amount of benefit received from the Manitoba Public Insurance Corporation.
  - (d) who is absent from work because of plastic surgery performed for cosmetic purposes except where the need for such surgery is attributable to an illness or injury.

### 10.09 Family Medical Leave

Teachers shall be allowed to use up to three (3) days sick leave accumulation per year to attend to the emergent illness or injury of that teacher's spouse, 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.

#### **Effective September 2008:**

Teachers shall be allowed to use up to four (4) days sick leave accumulation per year to attend to the illness or injury of that teacher's spouse, 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.

### 10.10 On-Job Injury

#### **Effective September 2008:**

When a teacher suffers a physical on-job injury and is absent from work as a result of that injury, the College shall continue to pay the salary of that teacher during such absence limited to the extent of the accumulated sick leave balance at the time of suffering the physical on-job injury. The period of time absent from work as a consequence of the physical on-job injury shall not be charged against the accumulated sick leave balance.

## **ARTICLE 11 - PARENTING LEAVE**

- 11.01 Entitlement to Parental, Maternity and Adoptive leave shall be in accordance with the provisions of the Employment Standards Code.
- 11.02 Other Agreements not precluded.

Nothing in this agreement shall preclude a teacher and the College from mutually agreeing to terms of additional leave. Any such agreement made between the teacher and the College shall not be subject to grievance and arbitration under the Settlement of Disputes clause in this collective agreement.

**ARTICLE 11 – PARENTING LEAVE** (cont'd)

11.03 SUB Plan

- (a) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of the leave up to seventeen weeks in the amount of 90% of the salary being received at the time leave is taken, this pay to include any benefits received from Employment Insurance pursuant to a Supplementary Unemployment Benefits Plan. The implementation of this clause is subject to the successful arrangement of a Supplementary Unemployment Benefits Plan with Human Resources Development Canada.
- (b) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:
  - (i) For the first two 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 benefits the employee is eligible to receive and ninety percent (90%) of her gross salary.
- (c) An employee taking paid 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 Canada pursuant to a Supplementary Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a SUB Plan with Human Resources Development Canada.

In respect of the period of adoptive 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 gross salary; and
- (ii) Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.

**Effective September 2008:**

- (c) An employee taking paid adoptive or parental leave pursuant to this Article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada pursuant to a Supplementary Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a SUB Plan with Human Resources Development Canada.

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

- (i) For the first two (2) weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary where the two week waiting period has been served or payment equivalent to ninety percent (90%) of gross salary, and

- (ii) Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and nine percent (90%) of gross salary.

## **ARTICLE 12 - COMPASSIONATE LEAVE**

- 12.01 On request each teacher shall be allowed compassionate leave without loss of salary up to but not exceeding the following:
- (a) five (5) days in the case of death or serious illness of a member of the immediate family of the teacher, immediate family to include father, mother, wife, husband, (common-law spouse included), son, daughter and fiancé/e”.
  - (b) three (3) days in the case of sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild and grandparent, brother-in-law, sister-in-law.
  - (c) the actual time required, up to one (1) day, to attend the funeral of an aunt, uncle, or close friend.

Additional compassionate leave with or without pay in above situations or for other situations may be granted on request from the teacher at the discretion of the Director.

### **Effective September 2008:**

On request each teacher shall be allowed compassionate leave without loss of salary up to but not exceeding the following:

- (a) five (5) days in the case of death or serious illness of a member of the immediate family of the teacher, immediate family to include father, mother, wife, husband, (common-law spouse included), son, daughter, fiancé/e”, mother-in-law, father-in-law, daughter-in-law, son-in-law and grandchild.
- (b) three (3) days in the case of grandparent, brother-in-law and sister-in-law.
- (c) the actual time required, up to one (1) day, to attend the funeral of an aunt, uncle, or close friend. Additional compassionate leave with or without pay in above situations or for other situations may be granted on request from the teacher at the discretion of the President.

Additional compassionate leave with or without pay in above situations or for other situations may be granted on request from the teacher at the discretion of the President.

## **ARTICLE 13 - LEAVE OF ABSENCE FOR EXECUTIVE DUTIES**

- 13.01 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 that teacher is member, or acting as a representative or delegate, shall be excused from College 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 College can be secured, and that the cost of providing such substitute is assumed by the Society/Local Association. A maximum of fifteen (15) 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 fifteen (15) days in a College year shall be taken for the purposes mentioned above except with the consent and approval of the College. In all cases the teacher shall notify the College a minimum of five (5) teaching days prior to taking such leave.

## **ARTICLE 14 - ATTENDANCE AT A COURT OF LAW AS A JUROR OR WITNESS**

If a teacher is required to perform jury duty or serve as a subpoenaed witness in a matter in which the Crown is involved, on a day that the teacher would normally work, the teacher will be reimbursed by the College for the difference between the pay received for jury duty or a subpoenaed witness, excluding any expense money received.

To be eligible for leave with pay a teacher is required to submit details of the requirements for jury or witness duty at the earliest possible date.

Any time during regular College hours that a teacher is not required to be at Court the teacher shall be available for duties at the College.

## **ARTICLE 15 - LEAVE OF ABSENCE**

After having taught for the College for two years, a teacher shall be eligible for leave of absence without pay for study or other purposes subject to the following conditions:

- 15.01 Application for leave shall be made to the President or his/her designate not later than March 31 of the College year prior to the College year in which leave is to be taken and must include a statement outlining the purpose of the leave.
- 15.02 Leave of Absence may be granted for a period not to exceed one (1) year. Applications for extension of leave may be considered based on the type of leave granted and the purpose of the extension.
- 15.03 The College shall guarantee to a teacher granted leave the same or comparable position on return from leave.
- 15.04 Leave of Absence shall not constitute a break in tenure but shall not count as a year of experience for salary schedule purposes.

## **ARTICLE 16 - LONG TERM DISABILITY INSURANCE**

- (a) The Board shall deduct from teachers' salaries the full premium costs prescribed by the M.T.S Disability Benefits Plan and shall forward such premiums on a monthly basis to the Plan.
- (b) Any teacher shall be enrolled in the M.T.S. Disability Benefits Plan and shall participate in the Plan, in accordance with its terms and conditions.
- (c) Any teacher entering the College's employ shall be enrolled automatically in the M.T.S Disability Benefits Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- (d) The Board's responsibility with respect to the administration of the M.T.S. Disability Benefits Plan shall be limited to the following:
  - (i) deducting premiums from the teachers;
  - (ii) enrolling newly hired teachers in the Plan;
  - (iii) maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on late application, beneficiary designations, and teachers whose coverage has terminated on leaving the College;
  - (iv) completing a premium statement to accompany premium remittances;
  - (v) distributing Plan information to teachers from time to time;
  - (vi) completing a Disability Notification Form and submitting it to the Plan after the teacher has been absent ten (10) consecutive teaching days and where the sickness or disability may result in the filing of a claim for benefit;
  - (vii) reporting to the Plan salary changes for teachers in receipt of benefits.

**ARTICLE 16 - LONG TERM DISABILITY INSURANCE** (cont'd)

- (e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the M.T.S. Disability Benefits Plan.
- (f) The Association shall indemnify and save the College from any and all losses, costs, liabilities or expenses suffered or sustained by the College as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the M.T.S. Disability Benefits Plan.

**ARTICLE 17 - GROUP LIFE INSURANCE**

- (a) The Board shall administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan and subject to the limitations set out in (d).
- (b) All teachers shall be provided with the basic insurance of 200% of salary with premiums to be shared equally between the employee and the Board. Where teachers opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne exclusively by the teacher.
- (c) All teachers coming on staff after the effective date of the implementation of the Plan in the College shall be required to participate in the Plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees' Group Life Insurance Plan.
- (d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
  - (i) deducting premiums from the teachers;
  - (ii) enrolling newly hired teachers in the Plan;
  - (iii) maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on late application, beneficiary designations, and teachers whose coverage has terminated on leaving the College;
  - (iv) completing a premium statement to accompany premium remittances;
  - (v) providing claim forms to teachers or beneficiaries on request;
  - (vi) completing and submitting the Employer Claim Submission for claimants;
  - (vii) distributing Plan information to teachers from time to time;
  - (viii) conducting periodic re-openings from Accidental Death and Dismemberment applications.
- (e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Manitoba Public School Employees' Group Life Insurance Plan.
- (f) The Association shall indemnify and save harmless the College from any and all losses, costs, liabilities or expenses suffered or sustained by the College as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Group Life Insurance Plan.

**ARTICLE 18 - PARTICIPATION IN GROUP PLANS WHILE ON LEAVE OF ABSENCE AND WHILE ON MATERNITY/ADOPTIVE/PATERNITY LEAVE**

18.01 Teachers who have been granted a leave of absence and/or maternity/adoptive/paternity leave and are eligible to continue to participate during their absence in group plans, may request in writing that the College make premium payments under such plans and the teacher wishing to commence the leave of absence shall prepay to the College a sum of money equal to the total premiums for the period of the leave of absence. The College 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 College shall inform the teacher of the additional sums of money necessitated by the change in rates.

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 College shall give notice to the teacher of such discontinuation and forward to that teacher any residual monies that teacher may be entitled to.

**ARTICLE 19 - INTEREST ON BACK PAY**

19.01 The College 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 paid at the average rate at which the College borrows funds or could have borrowed funds if none were borrowed, during the twelve month period immediately preceding the date of ratification.

Interest for 2007/08 will be calculated on the average teachers' salary and will form the basis of payment for all instructors.

**ARTICLE 20 - DEDUCTION OF PROFESSIONAL FEES**

20.01 The College recognizes the Association as the sole and exclusive bargaining agent for all teachers who are employed under this Agreement and covered under Certificate No. CAB E-1-86, dated April 10, 1986.

20.02 (a) Professional fees for a school year will be deducted from teachers who have not given written notice to the College before September 15th that they are not members of The Manitoba Teachers' Society. These deductions will be made in ten equal monthly installments, according to the scale of fees established by The Manitoba Teachers' Society, starting with the September cheque. Each monthly installment will be forwarded to the Central Office of The Manitoba Teachers' Society, normally not later than the tenth day of the following calendar month.

(b) Local Association fees will be deducted from every teacher who has not given written notice to the College before September 15th that they are not members of The Manitoba Teachers' Society. These deductions will be made in accordance with the current rate of fees as set by the Local Association. The deductions will be made in ten equal monthly installments, and forwarded to the Local Association.

(c) For new teachers, deduction of fees as set out in paragraph (a) shall become effective from the start of the full pay period immediately following the commencement of employment.

20.03 The Association shall indemnify and save harmless the College from any and all losses, costs, liabilities or expenses suffered or sustained by the College as a result of legal action arising from the deduction of Association fees provided, however, that should the Association so require, it shall be permitted to take over conduct such legal action and make such settlement thereof as it shall see fit.

## ARTICLE 21 - LAY-OFF

- 21.01 Where it is determined by the College 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 College shall give first consideration to retaining teachers having the greatest length of service with the College.
- 21.02 (a) Notwithstanding the foregoing, the College shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications and experience for a specific teaching assignment in light of the special subjects and programs offered by the College.
- (b) The provisions of this article shall not apply to the position of Principal.
- 21.03 Effective May 1, 1988, the seniority of a teacher shall be accumulated in the proportion of actual percentage of contracted time in each school year within the College. For purposes of calculating seniority prior to May 1, 1988, seniority shall be based on the length of continuous paid service with the College.
- 21.04 Seniority for the purposes of this agreement is defined to mean the length of continuous teaching experience with the College.
- 21.05 Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of teacher employment with the College.
- 21.06 Where teachers have the same seniority as defined in .03, .04 and .05 above, the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
- 21.07 Where teachers have the same seniority as defined in .03, .04, .05 and .06 above the order of seniority shall be determined on the basis of total teaching experience recognized by Manitoba Education for classification purposes.
- 21.08 If the length of teaching experience as defined in .03, .04, .05, .06 and .07 is equal, the teacher to be declared surplus shall be determined by the College.
- 21.09 A teacher will retain and accrue seniority if absent from work because of:
- (a) illness or accident to a maximum of one year
- (b) a leave of absence up to thirty (30) calendar days
- (c) sabbatical leave
- (d) work experience program leave
- (e) up to the amount of time specified as leave under the provisions of the Employment Standards Code.
- 21.10 A teacher shall retain but not accrue seniority if the teacher is:
- (a) on leave of absence in excess of 30 calendar days, except as set out in Article .11(d) hereof
- (b) laid off for a period of time less than that set out in Article .10(d) hereof
- (c) absent because of illness or accident for more than one year provided however that the first year of illness shall be counted as service for seniority purposes
- (d) absent because the College has granted more leave than required by those leaves specified in Sections 34.1, 34.2 and 34.3 of the Employment Standards Code, provided however that the amount of time specified as leave under the provisions of the Employment Standards Act shall be counted as service for seniority purposes.

**ARTICLE 21 - LAY-OFF** (cont'd)

21.11 A teacher shall lose the right of recall for any of the following reasons:

- (a) The teacher resigns.
- (b) The teacher is employed by another School Division as a full time teacher on a Form 2, or equivalent full time contract, approved by the Minister, except those teachers who are employed full time on such a contract for a limited term, not to exceed one (1) year.
- (c) The teacher fails to return to work after the termination of any leave granted by the College.
- (d) The teacher is not recalled within two (2) calendar years after September 30 following the date of lay-off.
- (e) The teacher's contract is terminated for cause.
- (f) Any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training, academic qualifications and ability to perform the work in the position offered subject to the exception contained in (b) hereof, shall forfeit all rights of recall.

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

- 21.12 (a) **Training** - Instruction received in preparation for the profession of teaching which includes the awarding of a recognized occupational trade designation/certification with respect to a particular subject or subjects.
- (b) **Academic Qualifications** - Refers to the classification in which the teacher is placed by the Administration and Professional Certification Branch of Manitoba Education.
- (c) **Experience** - The practical application of the training over a period of time with respect to the particular subject or subjects.

- 21.13 (i) In the event of a lay-off, the College or its designate shall meet with the Executive of the Association not fewer than 75 calendar days prior to the date of any layoff, unless an alternate date is otherwise agreed to between the President or his/her designate and the President of the Association. The purpose of the meeting is to discuss the implications of the possible layoff and to provide a copy of the seniority list. Such list shall:
- (a) Contain the names of all teachers with five (5) years or less teaching experience as defined by .04. If necessary the list may be extended to include the names of teachers with more than five (5) years experience.
  - (b) Identify the designated seniority of the teacher on the basis of .05, .06 and .07 of this collective agreement.
  - (c) Specify the applicable date for the purpose of Article .04.
  - (d) Be posted in the staff room of the College by February 1st of each year and a copy sent to the Association. The Association and/or the teacher shall be permitted to protest any alleged omission or incorrect listing until March 15 of that year. In the event of an omission or incorrect listing being brought to the College's attention after March 15, the teacher so affected shall have the right to correct the list at the next posting.
  - (e) Be sent to any teacher on leave whose name appears on that list at his/her last reported address.

**ARTICLE 21 - LAY-OFF** (cont'd)

- (ii) Notwithstanding subsection (i), prior to the issuing of layoff notices, the College or its designate shall meet with the Executive of the Association with a list of teachers to be laid off.
- 21.14 (a) Notice of lay-off and a copy of this clause shall be given to the teacher laid off by registered mail no later than November 15 for lay-off on December 31 and no later than May 15 for lay-off on June 30. It is understood that lay-offs will occur only on the aforementioned dates, except as outlined in subsection (b) of this article.
- (b) Instructors who are hired for a teaching assignment beginning at a time other than the Standard School Year as defined in Article 7.04 of this collective agreement shall be provided not less than forty- five (45) calendar days' notice in the event of a layoff.
- 21.15 The teacher shall be placed on the recall list until June 30 of the school year in which he/she was laid off. To remain on the recall list beyond such date the teacher shall indicate in writing to the College his/her wish to remain on the recall list. Failure to provide a written indication to the College by June 30 shall relieve the onus on the College for that teacher's continued placement on the recall list.
- 21.16 If after lay-offs have occurred and for a period of one (1) 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 the positions first, providing such teachers have the necessary training, academic qualifications and experience for the position available. Seniority with the College will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualifications and experience.
- It shall be the responsibility of the teacher to report to the College by registered mail an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher. A teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this collective agreement, within six (6) days of the registered letter being received or within twenty (20) calendar days of the letter being sent, whichever occurs first, his/her intent to return to work and shall be required to return to work on the date set out in the notice which date shall not be less than fourteen (14) calendar days following notification of his/her intent to return unless by mutual agreement.
- 21.17 A teacher's accumulated sick leave credits will not be affected if the teacher is recalled as provided in Article .16 above.
- 21.18 Notwithstanding any other provisions of this agreement, the foregoing layoff provision shall not apply to a teacher continuously employed by the College under an approved form of agreement for a full school year or less, as defined by the Minister by regulation, or to a teacher employed on a term contract, provided however, no permanent teacher shall be laid off who has been employed by the College under a Teacher General agreement for more than one (1) full school year as defined by the Minister by regulation, where a teacher with a full school year or less of employment under an approved form of agreement or a term contract has not been laid off, having a regard to the necessary training, academic qualifications and experience required for a specific teaching assignment of such teacher employed under a contract or of a teacher continuously employed by the College under an approved form of agreement for a full school year or less as defined by the Minister by regulation.

## **ARTICLE 22 - COMPLAINTS**

- 22.01 Should the College receive any complaints regarding the competency or character of a teacher in its employ, the College shall communicate the substance of such complaint to the teacher so concerned. Before passing judgement, the College shall afford such teacher an opportunity to make personal presentation of the teacher's case and such teacher may be assisted during the said presentation by representative and/or counsel. It is agreed and understood by the parties that:
- (a) any and all disputes under this collective agreement as they relate to this article will be limited only to the fact that the complaint was not communicated to the teacher or that a hearing was not granted by the College and,
  - (b) a complaint under this article shall not include any formal evaluation carried out by the College.

## **ARTICLE 23 - WRITTEN WARNINGS AND SUSPENSION**

- 23.01 The imposition of discipline without just cause by the College or any agent thereof in the form of written warning(s) and/or suspension(s) with or without pay shall be subject to the following provisions:
- (1) Where the College or person(s) acting on behalf of the College so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the College's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 21 in Settlement of Disputes.
  - (2) When such a difference is referred to a Board of Arbitration under Article 25, the Board of Arbitration shall have the power to:
    - (a) uphold the discipline
    - (b) rescind the discipline
    - (c) vary or modify the discipline
    - (d) order the board to pay all or part of any loss of pay and/or benefits in respect of the discipline
    - (e) do one or more of the things set out in subclause (a), (b), (c) and (d) above.
- 23.02 This Article does not apply to teacher assessment and evaluation process done pursuant to the College's policy and practices and amendments thereto, except where the implementation of said policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- 23.03 The Association agrees that the College or any agent thereof has the right to suspend an employee with or without pay for just cause.

**ARTICLE 24 - PROVISIONS FOR SETTLEMENT OF DISPUTES DURING CURRENCY OF AGREEMENT**

24.01 Where there is a dispute between the parties to or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or alleged violation, the aggrieved party shall, within 35 teaching days of the event giving rise to the dispute or alleged violation, or within 35 teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, notify the other party in writing stating the nature and particulars of the dispute and the solution sought.

If a party to the collective agreement claims that the time limit imposed under the collective agreement has not been complied with, the parties shall proceed to appoint the arbitration board and, if the arbitration board is satisfied that the irregularity with respect to the time limit has not prejudiced the parties to the arbitration and will not affect the merits of the matter submitted to the arbitration board, it may, on application of any party to the arbitration, declare that the irregularity does not affect validity of the decision of the arbitration board; and the declaration is binding on the parties to the arbitration and on any person affected by the decision of the arbitration board.

If the dispute is not settled within ten (10) teaching days from the date when the Association takes the matter up with the College or the College notifies the Association in writing of its desire to have the difference negotiated, the dispute shall, upon the written request of either party, be submitted to an arbitrator or an arbitration board as herein prescribed.

Within ten (10) teaching days of the delivery of the written request to settle the difference by arbitration, each party shall nominate one member, ready, willing, and able to sit on the arbitration board, and the two members so selected shall, within a further period of ten (10) teaching days nominate the chairperson, ready, willing, and able to serve in the capacity of the chairperson of the arbitration board. In the event of the failure of the two first mentioned members of the Board to agree upon the selection of a chairperson the matter shall be referred by them to the Manitoba Labour Board who shall choose the chairperson.

In the event of any vacancy on the arbitration board occurring by reason of death, incapacity or resignation, or any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the Arbitration Board in the first instance.

Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an arbitration board shall apply with the necessary changes in points of detail, to the single arbitrator.

**ARTICLE 25 - PERSONAL LEAVE**

A teacher shall be entitled to one (1) day of personal leave per school year at no loss of pay.

Teachers shall be allowed the carryover of one (1) day of unused personal leave to the next school year for an overall maximum of two (2) personal leave days in any school year.

**ARTICLE 26 – EDUCATION LEAVE**

Effective September 2008, a teacher will have the right to one half day of paid leave for the purpose of writing a university exam during the school day to a maximum of two(2) exams during any school year.

## ARTICLE 27 – SUBSTITUTE TEACHERS

The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 27, Substitute Teachers.

- (a) **Rates**  
The College may increase substitute rates at its discretion for such periods of time and in such circumstances as the College deems reasonable. In no case, however, may substitutes be paid at a rate below the following schedule:
- Effective on and from the date of signing the Collective Agreement the following shall be the rates:
- 2008/2009 Fall Term: \$152.00 inclusive of vacation pay  
2009/2010 Fall Term: \$157.00 inclusive of vacation pay
- (b) **Extended Substitution**  
Commencement of the sixth (6<sup>th</sup>) consecutive day of substituting as a substitute for one teacher shall constitute an extended substitute teaching assignment and the following shall apply:
- (i) Upon commencement of the sixth (6<sup>th</sup>) consecutive day of substitution for one teacher that substitute shall be regarded as one taking the place of a teacher on leave and shall be paid according to qualification and experience under Article 3, retroactively to the first day of such service.
- (ii) In-service days, administration days or days when the College closes during the regular school year shall not be deemed to interrupt the consecutive service of a substitute teacher for purposes of determining status as an extended substitute.
- (iii) Extended substitution shall not be deemed to be interrupted when replacing a part-time teacher who is scheduled to work on non-consecutive days. When the extended substitution is for a part-time teacher, the provision of Article 8 shall apply.
- (iv) A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching 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. The use of sick leave day shall not constitute an interruption of the extended substitute teaching assignment.
- (c) The College shall reimburse each substitute teacher the same allowance normally received by the teacher being replaced for travel between an assignment involving two or more schools or work sites within the College's jurisdiction.
- (d) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.
- (e) 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's original assignment, and when such alternative assignment is not available shall be paid a half (1/2) day's pay at the applicable rate in lieu.

**ARTICLE 27 – SUBSTITUTE TEACHERS** (cont'd)

- (f) Manitoba Teachers' Society fees and Winnipeg Technical College Teachers' Association fees shall be deducted from a substitute teachers' pay.

The Association shall indemnify and save harmless the College from any and all losses, costs, liabilities or expenses suffered or sustained by the College as a result of any claim or legal action arising from the deduction of The Manitoba Teachers' Society fees provided, however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

- (g) The only matters that may be grieved under the Settlement of Differences Article 24 by a substitute teacher of the Association on behalf of the substitute teacher are the provisions of Article 27, Substitute Teachers, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this Collective Agreement.

- (h) In addition to Article 27, the following articles of the Collective Agreement shall apply to substitutes:

Article 1	Purpose and Definitions
Article 2.1	Effective Period
Article 4	Salary Schedule
Article 7	Work Year
Article 8	Part-Time Teachers
Article 9	Payment of Salaries
Article 22	Complaints
Article 23	Written Warnings and Suspensions
Article 10.10	On-The-Job Injury

**CONCURRING SIGNATORIES**

Dated at Winnipeg, Manitoba, this 27 day of October 2008

Signed and agreed on behalf of the College

Dave Threlkerson  
Chairperson  
K. Wittkop  
President

Signed and agreed on behalf of the Association

Greg Powell  
President  
Val B. Bennett  
Secretary  
Sean K. Tovey  
Negotiations Chairperson

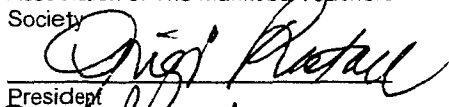
LETTER OF UNDERSTANDING  
BETWEEN  
THE WINNIPEG TECHNICAL COLLEGE  
AND  
THE WINNIPEG TECHNICAL COLLEGE TEACHERS' ASSOCIATION


Re: Personal Leave Applications

The Parties herewith agree that the College will not require teachers to provide reasons for their request for personal leave under the Personal Leave Article of this Collective Agreement

Dated this 27<sup>th</sup> day of October, 2008

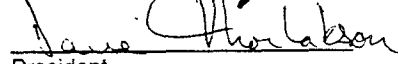
Winnipeg Technical College Teachers'  
Association of The Manitoba Teachers'  
Society

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiations Chair

Winnipeg Technical College

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
President

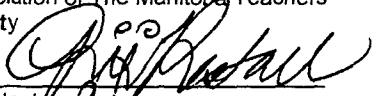
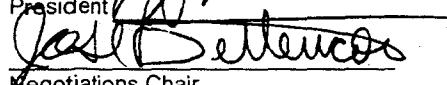
**LETTER OF UNDERSTANDING re: ADULT LEARNING CENTRE INSTRUCTORS**

In recognition of the unique circumstances in the employee/employer relationship between the Winnipeg Technical College and Adult Learning Centre instructors the parties herewith agree to the following special terms and conditions of employment that shall apply to these instructors.


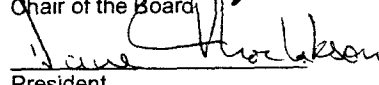
1. Adult Learning Centre Instructors shall be afforded the same seniority and layoff provisions as provided in the Collective Agreement for permanent teachers except that the provisions shall only apply within the Adult Learning Centre that the Instructor is assigned.
2. For the purpose of this Letter of Understanding each Adult Learning Centre shall be treated as a separate employment unit for the applicability of seniority and layoff.

Dated this 27<sup>th</sup> day of October, 2008.

Winnipeg Technical College Teachers'  
Association of The Manitoba Teachers'  
Society

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Negotiations Chair

Winnipeg Technical College

  
\_\_\_\_\_  
Chair of the Board  
  
\_\_\_\_\_  
President

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

The Winnipeg Technical College  
(hereinafter referred to as the "College")

- AND -

The Winnipeg Technical College Teachers' Association  
of The Manitoba Teachers' Society  
(hereinafter referred to as the "Association")

The parties hereby agree to implement a Work Experience Program for teachers employed by the College pursuant to the following provisions:

1. The purpose of the Program is to allow the College, at its sole discretion, to provide an opportunity for teachers to take work experience leaves to upgrade their skills, and/or knowledge as it relates to their particular program.
2. If that teacher is paid less than he or she would earn at the College during this leave, the College will pay the difference in salary of the teacher. Conversely, if the teacher earns more on leave than he or she would have earned at the College, then that teacher will return to the College such overages. With the exception of being laid off, a teacher who fails to return to employment with the College after termination of such a leave or resigns before the completion of one full school year then the College will be entitled to recover any and all salary adjustments provided to that teacher.
3. Arrangements for leave may be initiated by the College or an individual teacher.
4. Refusal of the College to grant such leave would not be subject to the grievance/arbitration procedure.
5. There will be a separate binding agreement between the College and the teacher taking such leave detailing the terms and conditions of the leave. The teacher shall return to the teaching position held prior to beginning the Work Experience Program unless:
  - (a) the position no longer exists
  - (b) by mutual agreement between the teacher and the College.
6. Enrollment shall be voluntary and if a teacher declines leave then such response shall not be reflected in their evaluation.
7. Benefits such as group life, pension and long term disability will be allowed to the teacher as "education leave", provided that the terms and conditions of those plans permit such participation. Seniority will continue to accrue to a teacher on a Work Experience Program as provided in Article 21.09(d) Layoff.

8. Work experience acquired while participating in this leave program shall not be considered training for the purpose of Article 4.02(d).

Dated at Winnipeg, Manitoba, this 27<sup>th</sup> day of October 2008

Signed and agreed on behalf  
of the College

K. Vetter  
Chairperson  
Wane Thorsen  
President

Signed and agreed on behalf  
of the Association

[Signature]  
President  
[Signature]  
Secretary  
[Signature]  
Negotiations Chairperson

**LETTER OF UNDERSTANDING RE: ADULT LEARNING CENTRE EDUCATION DIRECTOR'S ALLOWANCE**

The parties herewith agree that effective the 2007/2008 school year that Learning Centre Education Directors shall be paid an annual allowance based on the following scale:

Less than 5.0 FTE instructors:	\$3700.00
5.0 FTE instructors and greater:	\$4700.00

This allowance shall apply to one Education Director per Adult Learning Centre where one is appointed. This allowance does not apply to site coordinators. The parties also agree that the allowance is contingent upon specific funding for such allowance under Adult Learning Centre funding and will not be funded out of the Winnipeg Technical College revenues.

Dated at Winnipeg, Manitoba, this 27<sup>th</sup> day of October 2008

Signed and agreed on behalf  
Of the College

K. Vetter  
Chairperson

Jane Mordak  
President

Signed and agreed on behalf  
of the Association

Chris Rasmussen  
President

Joan Kelly-Lozak  
Secretary

Jose Buttner  
Negotiations Chairperson