

Nisichawayasi Nehetho Culture
And Education Authority

Nelson House Teachers' Association

COLLECTIVE AGREEMENT

August 1, 2018
to
August 31, 2022



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ARTICLE 1.00 – PURPOSE OF AGREEMENT

It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the "Agreement") between The Nisichawayasi Nehetho Culture and Education Authority Inc., (hereinafter referred to as the "Education Authority") and the Nelson House Teachers Association (hereinafter referred to as the "Association") to promote and improve working relations between the Education Authority and the Association, to establish a salary schedule, to establish conditions of employment, and to provide a basis upon which both parties may improve the professional services rendered to the children of the Nisichawayasihk Cree Nation.

ARTICLE 2.00 – MANAGEMENT RIGHTS

The Association recognizes and acknowledges management rights. This Agreement in no way restricts the power and authority of the Education Authority in its capacity as an agent of the Incorporated Community of Nelson House and the Nisichawayasihk Cree Nation, except to the extent specifically provided for in the Agreement and in The Canada Labour Code.

ARTICLE 3.00 – BARGAINING AGENT RIGHTS

The Education Authority recognizes the Association as the sole bargaining agent for all teachers in the employ of the Education Authority described in the Federal Bargaining Certificate issued May 24, 1983, File Number 555-1861 and in subsequent correspondence with The Canada Industrial Relations Board.

ARTICLE 4.00 – EFFECTIVE PERIOD

4.01 This agreement shall come into force and take effect as of the first day of **August 2018** and shall remain in effect through **August 31, 2022** and shall automatically renew itself thereafter from year to year unless either party gives the other written notice of a desire to replace or amend this Agreement. Notice shall be given by either party not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry of the term of the Agreement. At such time as may be mutually agreed upon, representatives of the Association and the Education Authority shall meet for the purpose of commencing negotiations.

4.02 Within fifteen (15) working days after notice has been given by either party indicating a desire for the renewal of, the amendment of, or the negotiation of a new Agreement; the parties must meet to set a date for the exchange of proposals. The fifteen (15) day limit may be extended by mutual consent of both parties.



ARTICLE 5.00 – CLASSIFICATION

5.01 – TEACHER CLASSIFICATION

For the purpose of this Agreement, teachers shall be classified according to Manitoba Regulations **115/2015** of The Educational Administration Act, except as herein provided for in this Agreement.

5.02 – TEACHING EXPERIENCE

- (i) A teacher shall proceed from their initial salary by annual increments, as indicated in the basic schedule, until he/she has reached the maximum rate for their class.
- (ii) The anniversary date for annual increments for all teachers shall be the first day of the teaching month that follows the date on which the teacher completes a year of teaching experience, equivalent to a minimum of one hundred and eighty (180) days of full-time employment.

5.03 – ADDITIONAL QUALIFICATIONS

A teacher who has improved their qualifications shall be paid retroactive salary related to said increased qualifications effective the first day of the month following completion of the course work, provided that the teacher submits their verification of improved qualifications within two (2) months of obtaining the academic credit. Otherwise, the teacher's increase will take effect only after their verification of improved qualifications has been provided by the Professional Certification Unit (PCU).

5.04 – PROOF OF CLASSIFICATION

- (i) Upon being hired, it is the sole responsibility of each teacher to provide the Education Authority with verification of classification and experience from the Professional Certification Unit.
- (ii) Any teacher who does not provide proof of classification upon the commencement of their employment shall be paid a salary equivalent to Class Four (4) with zero (0) years teaching experience until such time evidence of classification is provided. Upon proof of classification, the Education Authority shall adjust the teacher's salary accordingly, retroactive to their first day of employment.

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ARTICLE 6.00 – TEACHER SALARY SCHEDULE

6.01 – SALARIES

Teachers shall be paid according to the salary schedule as negotiated from time to time between the Education Authority and the Association.

6.02 a) – SALARY & PAY SCHEDULE

- (i) Teachers shall be paid for the period of **August 1, 2018** to and including August 31, 2022.
- (ii) Salaries for teachers shall be based upon one twenty-sixth (1/26) of their gross salary applicable, per pay period, commencing with the first pay period in September or with the first pay period upon commencing employment with the Education Authority whichever is later.
- (iii) Teachers who attend teacher orientation days prior to the start of the regular school year shall be paid a per diem rate for these days. Payment for these days shall be included with the first pay period in September.
- (iv) Teachers returning as employees of the Education Authority following the summer break will continue to receive their salary on a bi-weekly basis without interruption during the summer break.
- (v) Teachers beginning their employment with the Education Authority at any time after the school year has commenced will be paid on a basis determined by the amount of time remaining in the contract year. Salary payments will begin on the first pay period following those teachers' placements in the classroom and will end with the final salary payment of the contract year.
- (vi) **PAYMENT ON TERMINATION**
If a teacher's employment is terminated by notice, the final payment to that teacher shall be adjusted so that the teacher shall receive, for that portion of the school year taught, such fraction of their salary for the school year as the total number of days taught is to the number of days in the current school year, and as agreed upon by the Education Authority and the Association.
- (vii) **STATEMENT OF REIMBURSEMENTS OF DEPOSITS & SICK LEAVE PAYOUT**
The Education Authority shall provide a detailed statement of damage deposits, key reimbursements and sick leave payout for each employee leaving Education Authority. Any payout on deposits shall not be taxable.



(viii) FORWARDING ADDRESS

All transactions related to the event of termination shall be completed and forwarded to the teacher within ten working days, provided a forwarding address has been provided to the Education Authority by the departing teacher, to complete such transactions.

6.02 (b) – DAILY RATE OF PAY FOR TEACHERS

The daily rate of pay for each teacher shall be calculated using the following formula:

$$1/N \times \text{Annual Salary}$$

N = number of teaching days in the school year as designated by the Department of Education, Manitoba.

6.03 – PART TIME TEACHERS

- (i) Part time teachers are teachers hired on a part time basis and shall receive salaries and benefits according to the terms of this Agreement on a pro-rata basis.
- (ii) Term teachers are teachers hired for a specific term (e.g. for a teacher who is on a Leave of Absence), and shall receive salary and benefits according to the terms of this Agreement on a pro-rata basis.

6.04 – SUBSTITUTE TEACHER SALARY

Effective date of signing of the 2018-2022 Collective Agreement:

For the purposes of this Agreement, a substitute teacher shall be recognized as follows:

1. Uncertified substitute teachers, those teachers not holding a valid Teaching Certificate as issued by Teacher Certification, Manitoba Education, shall be one hundred and forty-four dollars (\$144.00) per full school day, or seventy-two dollars (\$72.00) per half school day.
2. An uncertified substitute teacher who assumes a full teaching workload and works for more than five (5) consecutive days, for the same absent teacher, in the same classroom, shall be paid at one/number of teaching days per year as defined by the Department of Manitoba Education of classification level three (L3), with zero (0) years teaching experience, commencing on the sixth (6) consecutive teaching day in the same classroom for the same absent teacher.
3. A certified substitute teacher shall be a teacher who holds a valid teaching certificate as issued by Teacher Certification, Manitoba Education and shall be paid a rate of one hundred and seventy-six dollars (\$176.00) per full school day, or

eighty-eight dollars (\$88.00) per half school day.

4. A certified substitute teacher who assumes a full teaching workload and works for more than five (5) consecutive days, for the same absent teacher, in the same classroom, shall be paid at one/number of teaching days per year as defined by the Department of Manitoba Education of the classification and level verification of that teacher, commencing on the sixth (6) consecutive teaching day in the same classroom for the same absent teacher.

6.05 – EVENING & SUMMER CLASSES

A teacher who is requested and agrees to teach in an evening or summer school classroom shall be paid at the rate of One (1) One-thousandth (1/1000th) of the annual salary of that teacher, per hour. Such payments will not be subject to pension contributions or any other benefits that are provided by the Education Authority. Only mandatory deductions for CPP, EI and Income Taxes where applicable will be made.

ARTICLE 7.00 – FIELD TRIPS

Expenses for mileage, lodging or meals for pre-approved field trips shall be paid solely from monies raised for the applicable field trips. However, unforeseen expenses for mileage, lodging and meals, for pre-approved field trips will be reimbursed in accordance with the Education Authority policy provided original receipts for such expenses are presented by that teacher to the Education Authority for reimbursement.

ARTICLE 8.00 – DUTY FREE LUNCH

Teachers will be provided with an un-interrupted fifty-minute lunch break of the 60-minute lunch period.

ARTICLE 9.00 - PREPARATION TIME

- 9.01** The Education Authority shall provide a minimum of two hundred and forty (240) minutes of preparation time for each full-time teacher per six (6) day cycle, excluding recess and the mid-day intermission (lunch).
- 9.02** Teachers shall not be responsible for students during their preparation time. Any time within a teacher's instructional day that does not involve the teaching and/or supervision of and/or consulting with students shall be considered preparation time.

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9.03 (i) A banking system shall be in place so that any teacher who is not allowed the 240 minutes of preparation time for each six-day cycle due to operational requirements, shall be required to bank that time;

(ii) Under normal circumstances banked time shall be taken as soon as possible after being banked, as scheduled by the Education Authority at such convenient time as operations may allow; and

(iii) In the event that banked time cannot be taken by the end of the school year, such banked time shall be paid out at the applicable rate.

ARTICLE 10.00 - PROFESSIONAL FEES

10.01 - PAYMENT OF UNION DUES

- a. Compulsory check-off of union dues, as provided by Section 70 of the Canada Labour Code shall apply.
- b. The Manitoba Teachers' Society Membership fees shall be deducted from every Teacher in twenty-six (26) equal bi-weekly payments, beginning in September of each year, according to the scale of fees established by the Manitoba Teachers' Society, and shall be forwarded to the Society monthly, not later than fifteen (15) working days after the end of the month. Each monthly statement to the Society shall include the name of the teacher and the amount of the bi-weekly union dues deducted for each teacher during the month.
- c. The Association (NHTA) fees shall be deducted in two (2) payments at the end of October, and end of February, for all full and part-time teachers hired on contract, according to a scale of fees established by the Association and remitted to the Association. For new teachers hired on contract during the school year, such NHTA fees will be prorated and collected at the end of their first month of employment.
- d. The Association shall indemnify and save harmless the Education Authority from any and all losses, costs, liabilities or expenses suffered or sustained by the Education Authority as a result of any claim or legal action arising from the deduction of local Association fees or Manitoba Teachers' Society fees.
- e. The Manitoba Teachers' Society shall indicate to the Education Authority in August of each contract year, the amount of fees due to the Society and the Education Authority will make deductions in such amounts for each teacher employed under the terms of the Collective Agreement.



- f. The Nelson House Teachers' Association shall indicate to the Education Authority in August of each contract year, the amount of fees due to the Association and the Education Authority will make deductions in such amounts for each teacher employed under the terms of the Collective Agreement.

ARTICLE 11.00 - EXECUTIVE LEAVE

An executive representative of the NHTA who is called to attend Association business, shall be excused from their teaching duties on condition that a minimum of two weeks prior notice is given and shall earn their regular teaching salary during such day(s) of their absence. The maximum number of days the executive body may attend on Society business, in any one school year, shall not exceed thirty (30) days in aggregate per school year. The Education Authority will submit invoices to the Manitoba Teacher's Society for the costs of a substitute teacher during the Executive Association Member's leave.

ARTICLE 12.00 - BEREAVEMENT LEAVE/COMPASSIONATE LEAVE

- a. Each teacher shall be allowed Bereavement Leave without loss of salary up to 5 (five) teaching days in the event of death of any immediate family member.
- b. (i) Immediate family to include father, stepfather, mother, stepmother, sister, brother, son, stepson, daughter, stepdaughter, spouse, aunt, uncle, legal guardian and/or a child under legal guardianship, father-in-law, mother-in-law, grandparent, great-grandparent, grandparent-in-law, great-grandparent-in-law, brother-in-law, sister-in-law, grandchild, great-grandchild, son-in-law, daughter-in-law.

(ii) A teacher shall be allowed up to an additional two (2) teaching days without loss of salary where travel is required to attend a death outside of Thompson for an immediate family member as listed in b. (i)
- c. In the event of the death of a person not listed above, Compassionate Leave may be granted at substitute cost whether a substitute is required or not.
- d. Additional leave for compassionate reasons may be granted at the discretion of the Education Authority. In all cases, the teacher shall notify the Education Authority thereof prior to taking such leave. The Education Authority reserves the right to request evidence from a physician for any absences allowed herein.

ARTICLE 13.00 – LEAVE OF ABSENCE

1. Discretionary leave of absence, without pay, may be granted, by the Education Authority, upon a written request by a teacher who has completed a minimum of five



(5) consecutive years of service with the Education Authority, provided their request is received prior to March 31 in any contract year. Not more than two (2) members of the teaching staff shall be on a leave of absence in any one (1) contract year.

2. A teacher who is returning from a leave of absence shall, whenever possible, be placed in the position he/she held prior to their commencement of the leave of absence. When that is not possible, consideration will be given to placing the returning teacher in a position that is comparable to the position previously held by that teacher.

ARTICLE 14.00 – MATERNITY/PARENTAL LEAVE

Effective the date of ratification,

- a) Every teacher who gives birth shall be entitled to Maternity Leave and every teacher shall be entitled to Parental Leave in accordance with this article.
- b) Every teacher shall be entitled to unpaid Maternity and/or Parental Leave in accordance with the Canada Labour Code.
- c) Except as otherwise provided herein the Canada Labour Code will apply.
- d) The teacher and the Education Authority may mutually agree to extend the length of leave if the teacher so desires. Any such arrangement shall be confirmed in writing by the Education Authority.
- e) In order to qualify for a top-up under this Article, an employee must:
 - i. be eligible for Maternity and/or Parental Leave, as the case may be, under the Canada Labour Code;
 - ii. provide NNCEA with proof that they have applied for Employment Insurance benefits and that Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*;
 - iii. sign an agreement with NNCEA acknowledging that the employee will return to work and remain in the employ of the Employer for at least twelve (12) months following their return to work.
- f) Should the employee fail to return to work or remain in the employ of NNCEA for the period provided for in e) (iii) above, they are indebted to NNCEA for the full amount received from NNCEA as a top-up under this Article during the entire period of the leave of absence.

- g) In respect to the period of Maternity Leave, top-up payments shall be made by NNCEA and will consist of the following:
- i. For the first week, payment equivalent to 90% of gross salary, and
 - ii. Up to sixteen (16) additional weeks' payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.
- h) In respect to the period of Parental Leave, top-up payments shall be made by NNCEA and will consist of the following:
- i. If there is no waiting period, a teacher taking Parental Leave shall receive top-up pay for the period of leave up to ten (10) weeks of payment equivalent to the difference between the payment the Employment Insurance benefit the employee is eligible to receive and 90% of their salary.
 - ii. If there is a one-week waiting period, payment equivalent to 90% of gross salary for the first week and up to nine (9) additional weeks' payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.
- i) Payments made pursuant to this Article will be made in accordance with the salary schedule established in Article 6.02 whether Maternity and/or Parental leave occurs during teaching or non-teaching times.
- j) For the purpose of calculating the gross salary of a teacher taking Maternity Leave and/or Parental/Adoptive Leave and entitled to receive top-up pay under this Article, the teacher's gross salary shall be the gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments applicable during the 10-week (Parental Leave only), 17-week (Maternity Leave only), or 27-week (Maternity and Parental Leave) period, as they case may be, from the date the leave commenced .
- k) Unless the teacher takes a shorter period of Maternity Leave or Parental Leave in which case, the pay and/or top-up will be pro-rated to reflect the actual number of teaching days taken. The parties acknowledge that the top-up payments made by the Education Authority for Maternity Leave may extend into the period of time that the teacher is on Parental Leave but the payment is intended to be a top-up of Maternity Leave benefits.
- l) This Article shall not apply to any teacher who is employed on a term contract during the teacher's first year of employment. All other teachers shall be eligible to receive the top-up benefits once they have been employed for a period of seven (7) months by the Education Authority.

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ARTICLE 15.00 – SICK LEAVE

- (i) Each teacher shall be credited with twenty (20) teaching day's sick leave with full salary at the beginning of each year of continuous employment as a teacher with the Education Authority.
- (ii) A teacher may accumulate up to a maximum of two hundred (200) unused sick leave days. A teacher will not be entitled to accumulate sick leave during any Sabbatical Leave. The Education Authority shall include on the bi-weekly pay stub the used and un-used sick time accumulated.
- (iii) Additional days may be granted at the discretion of the Education Authority
- (iv) A teacher shall be entitled to use banked sick leave to a maximum of ten (10) days to attend to the medical needs of a parent, spouse/common-law spouse, child, mother-in-law, father-in-law, brother, sister, grandparent or grandchild. Additional days may be granted at the discretion of the Education Authority.
- (v) This Article shall become effective on August 13th, 2013, with the exception of un-used sick leave from the 2005-2013 school years, which will be carried forward to form part of the credited sick leave set out in Article 15.00 above. The earliest date upon which a teacher will qualify for sick leave payout will be after one (1) full year of service following the implementation date of this clause.
- (vi) Upon a teacher's death, retirement or termination of employment, either the teacher or their designated beneficiary of record with the Education Authority will be entitled to receive a lump sum payment representing a percentage of un-used sick leave, to a maximum of one hundred and fifty (150) days. The lump sum payment shall be based upon the teacher's salary in their last year of employment.
- (vii) A lump sum of accumulated sick leave payments to a maximum of one hundred and fifty (150) shall be set as follows based on the final year of employment.

- 18% First year
- 20% Second year
- 20% Third year
- 22% Fourth year
- 25% Fifth year
- 30% Sixth year
- 35% Seventh year
- 45% Eighth year
- 50% Ninth Year
- 75% Tenth year
- 100% Over the tenth year

For the purposes of (vii), a teacher shall only be entitled to a pro-rated portion of the sick leave payout from the portion of the current year if the teacher leaves the current year part way through the year.

- (viii) Effective August 1st, 2005, short term disability coverage will become effective on the sixteenth (16th) calendar day of the teacher's absence due to illness.
- (ix) In the event Article 15 in this Agreement is deleted from any future agreement between the Association and the Education Authority, it is agreed that the Authority shall pay out banked sick days on either February 15th (for teachers ending employment in November), and July 31st (for teachers ending employment in April).

ARTICLE 16.00 - PERSONAL LEAVE

16.01 Four (4) days in a teacher's contract year shall be designated as "personal leave" days. All personal leave must be requested by the teacher, in writing, and approved by the principal or the principal's designate. All personal leave must be submitted for approval not less than five (5) days prior to any personal leave being taken by the teacher.

16.02 One day of personal leave may be carried over to the next school year.

ARTICLE 17.00 - EXTRA-CURRICULAR

Participation in Extra-Curricular activities by any teacher is voluntary.

ARTICLE 18.00 – RELIGIOUS/SPIRITUAL LEAVE

1. A teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious/spiritual days and/or spiritual practices and beliefs observed by the teacher and designated as a day of obligation by the teacher's religion/spiritual beliefs and practices.

Teachers shall not absent themselves from duty for reason of religious holy days without first notifying the Director of Education or designate.

The following notification period shall apply:

- i. Teachers on staff requiring religious holy leave days during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year.
- ii. In instances where religious holy leave days are required prior to September 30 in the school year, notice shall be given within ten (10) working days after the start of

the school year, unless the holy day(s) falls within the first ten (10) working days of the school year where notice shall not be less than five (5) working days.

2. The parties agree that this article constitutes reasonable accommodation for religious holy leave.

ARTICLE 19.00 – SABBATICAL LEAVE

Upon having taught ten (10) consecutive years with the Education Authority, a teacher may be granted sabbatical leave, subject to approval by the Education Authority for the purpose of study. Application for sabbatical leave must be received by the Education Authority by March 31st of the contract year, for the leave to begin in the following school/contract year. Any sabbatical leave granted shall be subject to the following terms:

1. A teacher shall be granted sabbatical leave for a period of either one (1) or two (2) years. Approval of any sabbatical leave shall be based upon the needs of the school and subject to the teacher and the Education Authority reaching mutually agreeable terms relative to the position to which the teacher shall return upon the expiration of the sabbatical leave.
2. The sabbatical leave payment shall be payable only for the first year of leave and payable to the teacher who is granted the sabbatical leave. Sabbatical leave payment shall be in lieu of any salary that would have been paid by the Education Authority to the teacher. Sabbatical leave payments shall be paid to the teacher as set out in the following payment scale:

Years of Continuous Service	% of Salary	Years of Service Owing Following Sabbatical Leave
10	55%	3
11	60%	3
12	65%	2
13	70%	2
14	75%	1

3. Sabbatical leave payments shall be made in accordance with terms to be agreed upon by the teacher and the Education Authority.
4. Sabbatical Leave shall not constitute a break in employment.
5. The sabbatical leave period shall not be counted towards a year or years of experience for the purpose of salary grid increments.

6. No more than one (1) teacher on staff, as of June 30 of the previous teaching year shall be granted sabbatical leave in a contract year.
7. The teacher shall agree to return to the employ of the Education Authority upon expiration of the sabbatical leave and shall undertake not to resign or retire from their teaching position with the Education Authority for the period of time indicated as owing and set out in Clause 2 above. If this agreement is broken by the teacher, the teacher will reimburse the Education Authority, on a pro-rata basis for all monies paid to them for the purposes of the sabbatical leave taken.

If this agreement is broken by the Education Authority, the returning teacher will not be required to reimburse the Education Authority for any monies paid to them for sabbatical leave purposes.

8. If this agreement is broken by the Education Authority, the returning teacher will not be required to reimburse the Education Authority for any monies paid to the teacher for sabbatical leave purposes.
9. In the event the teacher on sabbatical leave dies before returning to work and completing the service required after the sabbatical leave, any monies paid to the deceased teacher will not be recoverable by the Education Authority.

ARTICLE 20.00 – PROFESSIONAL DEVELOPMENT FORMULA

1. The Education Authority agrees to contribute the equivalent of one and one-half percent (1.5%) of the teacher's salaries into a Professional Development Fund for the sole purpose of the professional development of teachers. The Professional Development Committee shall administer the fund.
2. Each teacher will be advanced one (1) day's paid leave by the Education Authority for each day of professional development as funded by the Professional Development Fund, to a maximum of two (2) per school year.
3. The Professional Development Committee in consultation with the Director of Education shall have the ultimate responsibility and decision making authority in the administration of the professional development fund. All teachers must obtain the written permission of the Education Authority for any paid leave to be taken during regular teaching days.
4. The Treasurer of the Professional Development Committee shall, in accordance with current Education Authority Policy, provide an Annual Financial Report to the

Education Authority before June 30th of the school year. Failure to comply will result in the delay of dues being transferred for the next school year.

ARTICLE 21.00 - DISCIPLINE

- (i) The Education Authority shall not discipline a member bound by this agreement except for just cause. Any written reprimand, suspension or termination shall contain the reasons for the written reprimand, suspension or termination and shall be given to the teacher and their NHTA/MTS representative.
- (ii) Notwithstanding any other terms of this Agreement or the terms of an applicable Teacher Contract, the Education Authority may terminate the employment of a teacher without notice or pay in lieu thereof for just cause.
- (iii) Where a complaint is made to the NNCEA respecting the competency or character of a teacher, the NNCEA shall not discipline the teacher for reasons connected to such complaint unless it has communicated the complaint to the teacher and given them an opportunity to provide NNCEA with a response to the complaint.

ARTICLE 22.00 – PROVISIONS FOR SETTLEMENT OF DISPUTES (GRIEVANCES)

- 22.01** The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure. Both the Association and the Education Authority Board have the right to file a grievance.
- 22.02** A grievance shall be defined as a written complaint by either party alleging that the other party has violated a specific provision of this Agreement.
- 22.03** The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to resolve problems without the grievance procedure. Prior to initiating a grievance, the aggrieved party is encouraged to discuss the matter with their principal and may be accompanied by the Association President.

Step One - Grievance Procedure

- 22.04** (a) A Grievance must be filed in writing and delivered either in person or by registered mail. The grievance shall state the pertinent facts of the case with reasonable particularity, including the section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is sought. The date of the filing is the date the grievance is received by the other party.

22.04 (b) The grievance must be filed within twenty (20) teaching days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The parties shall meet within ten (10) teaching days of receiving the grievance. The respondent shall issue a written response to the grievance within five (5) teaching days of the meeting.

22.04 (c) Resolution at the First Step, although final, shall not be precedential.

Step Two - Grievance Arbitration Process

22.05 (a) Within twenty (20) teaching days after receiving the Board's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

22.05 (b) Within ten (10) teaching days of a referral to arbitration the parties shall attempt to agree on a sole arbitrator.

22.05 (c) In the event the parties cannot reach an agreement on a sole arbitrator, the parties shall appoint a three (3) person Arbitration Board. Both the Education Authority and the Association shall notify each other within ten (10) teaching days of their appointee to that Arbitration Board. In turn, within ten (10) teaching days, the two (2) appointees shall select a third member who shall be the Chairperson of the Arbitration Board and without delay notify the Education Authority and the Association of the name of the Chairperson.

22.05 (d) The Arbitrator so appointed shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

22.05 (e) The Arbitrator shall determine his own procedure but shall provide full opportunity to all Parties to present evidence and make representations. The Arbitrator shall hear and determine the dispute and render a written decision within thirty (30) calendar days from the time it holds its final meeting.

22.05 (f) The final decision of the Arbitrators shall be final and binding and enforceable on all Parties and may not be changed, except that either Party may apply within five (5) calendar days to have the Arbitration reconvened within five (5) further days in order to clarify the decision.

22.05 (g) Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

22.06 (h) Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

In the event of extenuating circumstances, the parties may extend the timelines in this Article by

mutual agreement.

ARTICLE 23.00 – INSURANCE

23.01 – GROUP INSURANCE

All teachers commencing employment with the Education Authority must participate in the Group Life Benefits Plan. This plan will commence on the December 1 of the year of hire or three months following the date of hire.

1. Life insurance shall be calculated at two (2) times the teacher's annual salary. In the case of accidental death, the "double indemnity" principle shall apply. Spousal insurance in the amount of \$10,000 and dependant's insurance in the amount of \$5,000 shall also be provided.
2. The cost of the Life Plan, Spousal Insurance and Dependand't's Insurance shall be cost shared on a fifty-fifty (50/50) basis between the teacher and the Education Authority.
3. The cost of the Long Term Disability and the Weekly Indemnity insurance shall be paid one hundred percent (100%) by the teacher.
4. The cost of the Critical Illness Policy for Twenty-five Thousand Dollar (\$25,000.00) will be shared equally between the Education Authority and the teacher.
5. Any changes to any insurance plan shall only be made by mutual agreement between the Education Authority and the Association.

ARTICLE 24.00 – DENTAL INSURANCE

1. All teachers commencing employment with the Education Authority shall be required to participate in the Education Authority dental plan.
2. The cost of the dental plan coverage shall be paid one hundred percent (100%) by the Education Authority.
3. Any changes to the dental plan shall be made by mutual agreement between the Education Authority and the Association.

ARTICLE 25.00 – EXTENDED HEALTH BENEFITS PLAN

- i) All teachers commencing employment with the Education Authority shall be required to participate in the Education Authority Extended Health Benefits Plan.
- ii) The cost of the Extended Health Benefits Plan coverage shall be paid one hundred percent (100%) by the Education Authority.
- iii) Any changes to the Extended Health Benefits Plan shall be made by mutual agreement between the Education Authority and the Association.

ARTICLE 26.00 - PENSION PLAN

Teachers commencing employment with the Education Authority shall be required to participate in the Education Authority's Registered Pension Plan effective the first day of hire. The rate of contributions shall be six percent (6%) from the teacher and six percent (6 %) from the Education Authority, effective January 1, 2002. The 1998 – 2000 Agreement, Clause 14.0 Pension Plan, shall remain in effect until the end of this contract.

The teacher's portion of the Pension Plan contribution shall be vested immediately upon employment of the teacher, effective April 1, 1989.

ARTICLE 27.00 – EARLY RETIREMENT INCENTIVE PLAN

The Education Authority shall offer an early retirement incentive to all teachers after completion of ten (10) years continuous employment, and subject to the number of teachers participating in the early retirement incentive plan to a maximum of three (3) retirees in any teaching year.

The teacher being offered the early retirement incentive pay will be paid according to the following schedule in the school year after the early retirement incentive pay is offered and accepted by either the Education Authority or the teacher.

PAY SCHEDULE

1. At age fifty-five (55) the teacher shall receive sixty percent (60%) of their annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.
2. At age fifty-six (56) the teacher shall receive fifty-five percent (55%) of their annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.
3. At age fifty-seven (57) the teacher shall receive fifty percent (50%) of their annual

salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.

4. At age fifty-eight (58) the teacher shall receive thirty percent (30%) of their annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.
5. At age fifty-nine (59) the teacher shall receive twenty percent (20%) of their annual salary, payable in four (4) equal installments on the first (1) day of July, October, January and April.
6. At age sixty (60) and over the teacher shall receive a lump sum payment of ten thousand dollars (\$10,000.00), payable in one installment on the 1st day of July in the year of retirement of the teacher.

For the purposes of the early retirement incentive plan, the teacher's age shall be defined as the age of the retiring teacher on their last day of employment with the Education Authority.

It is mutually agreed that any teacher who participates in the early retirement incentive plan shall Not be re-employed in a full-time capacity by the Education Authority, Unless the early retirement incentive plan payments which have been paid to the retiree have been paid back in full to the Education Authority, prior to the commencement of any re-employment.

All Early Retirement Incentive Plan applicants who are authorized by the Education Authority shall retire effective the last day of the school year.

The Education Authority shall have the sole discretion to decide between all applicants who apply for early retirement benefits under the provisions of this Clause.

In the event of the death of a teacher who has been receiving benefits under the Early Retirement Incentive Plan, payments shall continue to be made in accordance with the Pay Schedule, to the Estate of the deceased teacher.

ARTICLE 28.00 – STAFF MEETING

Monthly staff meetings will be called with a minimum of twenty-four (24) hours' notice.

Emergency staff meetings may be called on shorter notice if deemed necessary by the Administration.

Whenever a staff meeting occurs, the school day will be shortened by one (1) hour and the staff meeting will not extend beyond one (1) hour.

ARTICLE 29.00 – HOURS OF WORK

- (i) The instructional day, including contact time, shall be five (5) hours and thirty (30) minutes, not including the midday intermission (lunch period).
- (ii) Notwithstanding (i), if the agreed upon instructional day for a school year extends beyond 5 hours and 30 minutes, the additional time shall be accounted for through the use of flex days.
- (iii) All teachers are required to attend their school no later than 15 minutes before the start of the school day, and not leave for the day until 5 minutes after the end of the school day.
- (iv) There will be four designated elementary school teachers each day who will be required to supervise at the school 30 minutes before the start of the school day, and remain until all buses have safely loaded and have left at the end of the school day.
- (v) There will be four designated elementary school teachers each day who will be required to supervise at the school 30 minutes before the start of the school day, and remain until all buses have safely loaded and have left at the end of the school day.
- (vi) There will be four high school teachers each day who will be required to supervise at the school 30 minutes before the start of the school day and remain until all buses have safely loaded and have left at the end of the school day.
- (vii) Scheduling of the teachers for bus duty will be done in agreement of the parties, as per the attached Letter of Understanding.
- (viii) The purpose of bus duty is to ensure the safety of the children, and recognize that, should problems develop the parties will meet on a priority basis and in good faith to work towards resolving the problems to ensure the safety of the children.

ARTICLE 30.00 – INCIDENTAL AND EARLY CLOSURES

This Agreement recognizes the authority of the Education Authority to act in place of the Minister of Education for the Province of Manitoba in regards to approval of incidental school closures.

Such closures may arise due to road conditions, extreme weather conditions and/or other specific Aboriginal gatherings/celebrations/holidays determined at the discretion of the Education Authority.

 19 

ARTICLE 31.00 - SCHOOL YEAR

- (i) The Education Authority, in consultation with the Association, sets the official school opening and closing dates.

The Education Authority and the Association will adhere to the guidelines as set by Manitoba Education and Early Childhood Learning in setting the school year.

The teachers' work year will be reported to the Professional Certification Unit and will reflect the requirements of Manitoba Education and Early Childhood Learning.

- (ii) The first three (3) school days of the year shall be designated as Orientation Days.

During the three (3) Orientation Days, a minimum of three (3) hours shall be teacher-directed to be used for the purpose of preparing classrooms, materials, and general planning. The three (3) hours can be provided in blocks of one (1), two (2), or three (3) hours at the sole discretion of the Education Authority.

- (iii) A minimum of one (1) administration day per reporting period shall be used for the purpose of writing reports.

ARTICLE 32.00 - FREEDOM FROM VIOLENCE

The Education Authority and the Association recognize the principle that all aspects of a teacher's working environment shall be free of harassment and violence. "Harassment and violence" has the meaning set out in the *Canada Labour Code*. The parties to this agreement shall both make recognizable efforts to achieve this goal. The parties also recognize that harassment and violence in the workplace may occur laterally.

ARTICLE 33.00 - OBLIGATION TO ACT FAIRLY

In administering this agreement, the Education Authority shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

ARTICLE 34.00 - TEACHERS' CASE LOAD

Elementary Grades

K-8 teachers shall not be required to teach more than 25 students per class.

Senior High Grades

- Department and semi-departmentalized Schools: A full-time teacher's case load shall be limited to a maximum of 120 students. A part-time teacher is entitled to a pro-rated case load.
- Non-departmentalized Schools: A teacher's case load shall be limited to a maximum of 25 students per class.

Combined Grades or Multi-age Groupings

Regardless of grade, where a teacher is assigned a combined or multi-grade or multi-age classroom, that teacher shall not be required to teach more than 20 students per class.

ARTICLE 35.00 - TEACHER CONTRACTS

1. Any Teacher offered employment by the Education Authority for a full school year shall be signed to a Teacher – General Contract.
2. "Full school year" shall be the minimum number of days required for a year of experience for teachers as recognized by Manitoba Education.
3. Teachers employed for less than a full school year may be employed under a Limited Term Teacher – General Contract.
4. Any Teacher employed for 180 aggregate days on Limited Term Teacher – General Contracts shall be signed to a Teacher – General Contract if employed by the Authority thereafter.
5. Any Teacher employed by the Education Authority on one or more Limited Term Teacher – General Contracts for an aggregate of 180 days, and who is thereafter signed to a Teacher – General Contract in accordance with this article shall receive recognition of actual service and seniority from the date of first hire and is entitled retroactively to sick leave accrued but not used since the date of first hire.

ARTICLE 36.00 - EVALUATION

The evaluation of teachers shall be conducted by an Education Authority Administrator in a fair and reasonable manner and in good faith.

ARTICLE 37.00 - COMPLAINTS

- A. When a complaint is made against a teacher, every reasonable attempt will be made to resolve the matter informally, through discussion with the teacher against whom the

complaint is made.

- B. If these attempts to resolve the matter are not successful, before the Board or Director of Education considers any complaint further, the complaint must be committed to writing and signed by the complainant. At least one week prior to any action being taken by the Board or Director of Education, the teacher concerned shall be given a copy of the complaint and the Association President shall be informed of the complaint, together with the name of the teacher in question.
- C. Sub-section A. and B. shall apply under all circumstances except in the case of an urgent situation affecting the welfare of the Authority, or of a student or students, or of a teacher.
- D. The Board and its agents shall act fairly, reasonably and in good faith in dealing with complaints.
- E. For the purpose of this article, complaint shall mean an issue not related to the employer/teacher relationship.

ARTICLE 38.00 - RELOCATION ALLOWANCE

All new full-time teachers who have never been previously employed by NNCEA and who are contracted to teach in excess of 180 days in a school year shall be paid a one-time relocation allowance of \$900.00.

All newly hired regular part time teachers will be paid a partial relocation allowance pro-rated on the basis of their effective full time ("EFT") assignment.

A newly hired term teacher will be paid a partial relocation allowance based on their EFT and length of employment. for the school year.

Such allowance shall be paid to the teacher upon completion of working ten (10) full school days.

ARTICLE 39.00 - LAY-OFF CLAUSE

In the event of a reduction in teaching positions, the employer will lay-off teachers in accordance with their accumulated seniority with the employer. Teachers with the least seniority will be laid off first.

Teachers that are laid off will have the first right of refusal if positions become available with the employer. Teachers will be called back in the order in which they are laid off.

If a teacher obtains a teacher general contract teaching job in the province of Manitoba with another School Division, they shall resign from their employer.

Notification of lay-offs must be communicated to the teacher and Teachers' Association by May 1st in writing.

ARTICLE 40.00 - LIAISON COMMITTEE

A Liaison Committee shall be appointed, consisting of four (4) representatives from the Association and four (4) representatives from the Education Authority. The Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. Meetings of the Committee shall be co-chaired by a representative of the Association and a representative of the Education Authority. A summary of discussions will be recorded and a copy provided to each member of the Committee, as well as a copy posted on each school bulletin board.

This Agreement becomes fully in force and effect as of the 1st day of August, 2018, regardless of the date upon which it was signed by the parties to this agreement.

Dated at Nelson House, Manitoba, this 23rd day of May, 2023.

NISICHAWAYASI NEHETHO CULTURE AND EDUCATION AUTHORITY

Per: [Signature]
Wanda Bunn

Per: [Signature]
Gail McDonald Gossfeld

NELSON HOUSE TEACHERS' ASSOCIATION

Per: [Signature]
Ashley Boutin

Per: [Signature]
Loretta Francois

[Signature]
Ashley Buck

ADDENDUM 1

ATTACHED TO AND FORMING PART OF THE COLLECTIVE AGREEMENT

August 01, 2018 to **August 31, 2022**

EFFECTIVE AUGUST 1, 2018 (1.6%)

STEP	CLASS 3	CLASS 4	CLASS 5	CLASS 6
0	\$ 48,545	\$ 59,379	\$ 63,433	\$ 66,781
1	\$ 50,599	\$ 62,499	\$ 66,548	\$ 70,117
2	\$ 52,664	\$ 65,601	\$ 69,660	\$ 73,462
3	\$ 54,720	\$ 68,712	\$ 72,782	\$ 76,799
4	\$ 56,766	\$ 71,825	\$ 75,891	\$ 80,140
5	\$ 58,829	\$ 74,934	\$ 78,925	\$ 83,481
6	\$ 60,876	\$ 77,950	\$ 82,126	\$ 86,821
7	\$ 62,938	\$ 81,155	\$ 85,241	\$ 90,162
8	\$ 64,034	\$ 84,267	\$ 88,350	\$ 93,523
9	\$ 67,036	\$ 87,380	\$ 90,876	\$ 96,849
10		\$ 90,484	\$ 94,604	\$ 100,182

EFFECTIVE AUGUST 1, 2019 (1.4%)

STEP	CLASS 3	CLASS 4	CLASS 5	CLASS 6
0	\$ 49,225	\$ 60,210	\$ 64,321	\$ 67,716
1	\$ 51,307	\$ 63,374	\$ 67,480	\$ 71,099
2	\$ 53,402	\$ 66,520	\$ 70,635	\$ 74,490
3	\$ 55,486	\$ 69,674	\$ 73,801	\$ 77,875
4	\$ 57,561	\$ 72,831	\$ 76,954	\$ 81,262
5	\$ 59,653	\$ 75,983	\$ 80,030	\$ 84,649
6	\$ 61,728	\$ 79,041	\$ 83,276	\$ 88,037
7	\$ 63,819	\$ 82,291	\$ 86,435	\$ 91,424
8	\$ 64,931	\$ 85,447	\$ 89,587	\$ 94,832
9	\$ 67,974	\$ 88,603	\$ 92,148	\$ 98,205
10		\$ 91,751	\$ 95,928	\$ 101,584

EFFECTIVE AUGUST 1, 2020 (0.5%)

STEP	CLASS 3	CLASS 4	CLASS 5	CLASS 6
0	\$ 49,471	\$ 60,511	\$ 64,643	\$ 68,054
1	\$ 51,564	\$ 63,691	\$ 67,817	\$ 71,454
2	\$ 53,669	\$ 66,852	\$ 70,988	\$ 74,863
3	\$ 55,763	\$ 70,022	\$ 74,170	\$ 78,264
4	\$ 57,848	\$ 73,195	\$ 77,338	\$ 81,668
5	\$ 59,951	\$ 76,363	\$ 80,430	\$ 85,073
6	\$ 62,037	\$ 79,436	\$ 83,692	\$ 88,477
7	\$ 64,138	\$ 82,703	\$ 86,867	\$ 91,881
8	\$ 65,256	\$ 85,874	\$ 90,035	\$ 95,306
9	\$ 68,314	\$ 89,046	\$ 92,609	\$ 98,696
10		\$ 92,209	\$ 96,408	\$ 102,092

EFFECTIVE AUGUST 1, 2021 (3.3%)

STEP	CLASS 3	CLASS 4	CLASS 5	CLASS 6
0	\$ 51,104	\$ 62,508	\$ 66,776	\$ 70,300
1	\$ 53,265	\$ 65,793	\$ 70,055	\$ 73,812
2	\$ 55,440	\$ 69,058	\$ 73,331	\$ 77,333
3	\$ 57,603	\$ 72,333	\$ 76,618	\$ 80,847
4	\$ 59,757	\$ 75,610	\$ 79,891	\$ 84,363
5	\$ 61,930	\$ 78,883	\$ 83,084	\$ 87,880
6	\$ 64,084	\$ 82,057	\$ 86,454	\$ 91,397
7	\$ 66,255	\$ 85,432	\$ 89,734	\$ 94,913
8	\$ 67,409	\$ 88,708	\$ 93,006	\$ 98,451
9	\$ 70,568	\$ 91,985	\$ 95,665	\$ 101,953
10		\$ 95,252	\$ 99,589	\$ 105,461

EFFECTIVE DATE OF RATIFICATION OF 2018-2022 COLLECTIVE AGREEMENT:

STEP	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 51,104	\$ 62,508	\$ 66,776	\$ 70,300	\$ 73,824
1	\$ 53,265	\$ 65,793	\$ 70,055	\$ 73,812	\$ 77,570
2	\$ 55,440	\$ 69,058	\$ 73,331	\$ 77,333	\$ 81,335
3	\$ 57,603	\$ 72,333	\$ 76,618	\$ 80,847	\$ 85,076
4	\$ 59,757	\$ 75,610	\$ 79,891	\$ 84,363	\$ 88,836
5	\$ 61,930	\$ 78,883	\$ 83,084	\$ 87,880	\$ 92,676
6	\$ 64,084	\$ 82,057	\$ 86,454	\$ 91,397	\$ 96,339
7	\$ 66,255	\$ 85,432	\$ 89,734	\$ 94,913	\$ 100,093
8	\$ 67,409	\$ 88,708	\$ 93,006	\$ 98,451	\$ 103,896
9	\$ 70,568	\$ 91,985	\$ 95,665	\$ 101,953	\$ 108,241
10		\$ 95,252	\$ 99,589	\$ 105,461	\$ 111,333

ADDENDUM 2

TEACHER CONTRACT FORMS (Full-Time and Part-Time)



Teacher - General

This agreement is made on _____, 20__.

BETWEEN:

Nisichawayasi Nehetho Culture and Education Authority Inc.

("the school board")

AND

_____ : being the holder of certificate #: _____

("the teacher")

1. The school board employs the teacher and the teacher accepts employment with the school board beginning on _____, 20__.
2. The teacher will be employed as a limited term teacher [strike out the clause that does not apply]
 - (a) full-time; or
 - (b) part-time, for the following portion of a full-time teacher's employment: _____
3. The teacher agrees to diligently and faithfully carry out the teaching assignment and other duties they are assigned by the school board in accordance with the Acts and regulations of Manitoba.
4. The school board agrees to pay the teacher in accordance with the collective agreement.
5. The parties agree that:
 - (a) the teacher is not required to work on days that are holidays or vacations, as set out in *the School Days, Hours and Vacations Regulation, Manitoba Regulation 101/95*;
 - (b) if absent due to illness, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and

regulations of Manitoba;

6. If, immediately before entering into this agreement, a teacher has taught for the school board under a Limited Term Teacher – General agreement or two full consecutive years, that period is deemed, for the purposes of accumulating unused sick leave and determining the length of service as a teacher, to have been completed under the agreement.

Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.

7. Clause 6 does not apply to a teacher who holds a limited teaching permit.
8. This agreement continues in force and is deemed to be renewed from year to year, until it is terminated.

This agreement is terminated is terminated on the earliest of the following:

- (a) when the teacher and the school board agree to terminate it;
 - (b) on December 31, if one party gives the other written notice, with reasons if requested, to the other party at least one month in advance;
 - (c) one June 30, if one party gives the other written notice, with reasons if requested, at least two month's in advance;
 - (d) if either party gives the other one month's written notice, in the case of an emergency affecting the welfare of the school board or the teacher; but in this case the school board may pay the teacher one month's salary instead of giving written notice.
9. When this agreement is terminated, the final payment of salary is to be adjusted so that the total salary received by the teacher is in accordance with the following formula:

$$A = B \times C/D$$

In this formula,

- A is the total salary to be received by the teacher;
 - B is the annual salary rate in effect for the teacher, pursuant to the collective agreement;
 - C is the number of days the teacher actually taught;
 - D is the number of days in the school year prescribed by regulation.
10. In this agreement,

"certificate" means a teaching certificate, issued by the Minister of Education, Citizenship and Youth;

"collective agreement" means the collective agreement between the School Division or District and the local teacher's association of The Manitoba Teachers' Society that is in effect during the term of this agreement.

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The school board's seal is required, and this agreement is to be delivered, within 2 weeks, to the teacher as a written agreement in triplicate, duly executed by the school board and thereafter the teacher shall immediately execute the agreement upon receipt thereof and shall return two copies thereof to the school board.



Limited Term Teacher – General

This agreement is made on _____, 20____.

BETWEEN:

Nisichawayasi Nehetho Culture and Education Authority Inc.

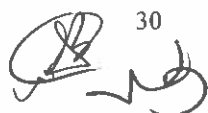
(“the school board”)

AND

_____ : being the holder of certificate #: _____

(“the teacher”)

1. The school board employs the teacher and the teacher accepts employment with the school board beginning on _____, 20____.
2. The teacher will be employed as a limited term teacher [~~strike out the clause that does not apply~~]
 - (a) full-time; or
 - (b) part-time, for the following portion of a full-time teacher’s employment: _____
3. The teacher agrees to diligently and faithfully carry out the teaching assignment and other duties they are assigned by the school board in accordance with the Acts and regulations of Manitoba.
4. The school board agrees to pay the teacher in accordance with the collective agreement.
5. The parties agree that:
 - (a) the teacher is not required to work on days that are holidays or vacations, as set out in the ***School Days, Hours and Vacations Regulation, Manitoba Regulation 101/95;***
 - (b) if absent due to illness, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba;
6. If the teacher has taught for two full consecutive years for the school board under this form of agreement (Limited Term Teacher – General), and accepts employment as a teacher for the school board for a third full consecutive year,

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(a) in that third year, the teacher will be employed under a Teacher — General agreement; and

(b) those two full years of service under this form of agreement (Limited Term Teacher) will be deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under that Teacher — General agreement.

Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.

7. Clause 6 does not apply to a teacher who holds a limited teaching permit.

8. This agreement is terminated on the earliest of the following:

(a) on _____ (date);

(b) if the teacher is employed as a replacement for another teacher who is under contract with the school board, on the day before that other teacher resumes his or her duties;

(c) on the day the teacher and the school board agree to;

(d) on the day the teacher ceases to hold a certificate;

(e) on the June 30 after the teacher begins employment under this contract.

This agreement may also be terminated during its term by either party

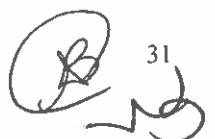
(a) on December 31, but only if the party terminating the agreement gives written notice, with reasons if requested, to the other party at least one month before December 31; or

(b) on one month's written notice given to the other party, if there is an emergency affecting the welfare of the school board or the teacher; but in this case the school board may pay the teacher one month's salary instead of giving written notice.

9. When this agreement is terminated, the final payment of salary is to be adjusted so that the total salary received by the teacher is in accordance with the following formula:

$$A = B \times C/D$$

In this formula,

 31

- A is the total salary to be received by the teacher;
- B is the annual salary rate in effect for the teacher, pursuant to the collective agreement;
- C is the number of days the teacher actually taught;
- D is the number of days in the school year prescribed by regulation.

10. In this agreement,

"certificate" means a teaching certificate, issued by the Minister of Education, Citizenship and Youth;

"collective agreement" means the collective agreement between the School Division or District and the local teacher's association of The Manitoba Teachers' Society that is in effect during the term of this agreement.

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The school board's seal is required, and this agreement is to be delivered, within 2 weeks, to the teacher as a written agreement in triplicate, duly executed by the school board and thereafter the teacher shall immediately execute the agreement upon receipt thereof and shall return two copies thereof to the school board.

Bus Duty LOU

**LETTER OF UNDERSTANDING
BETWEEN
THE NELSON HOUSE TEACHERS' ASSOCIATION
-and-
THE NELSON HOUSE EDUCATION AUTHORITY**

RE: BUS DUTY

The Nelson House Teachers' Association together with the Nelson House Education Authority recognize the common goal of ensuring the safety and well-being of all students while they disembark from the school buses prior to beginning of the school day and embark on the school bus at the end of the school day. For this reason the Nelson House Teachers' Association has agreed to ensure that there will always be four (4) teachers at the Elementary School and **four (4)** teachers at the High School who report to work for bus duty thirty (30) minutes before the start of the school day and will remain until all school buses have safely loaded and have left at the end of the school day.

The Nelson House Teachers' Association will provide the Nelson House Education Authority with regular monthly schedules for both the Elementary School and the High School detailing which teachers will be assigned to bus duty. The Nelson House Teachers' Association undertakes to provide each monthly schedule to the Nelson House Education Authority and the teachers well in advance and no less than 2 weeks before the start of each month. Such schedules will have alternates listed as well, in case those actually scheduled are absent. Should for whatever reason insufficient numbers of scheduled or alternate teachers be available on a given day, the Nelson House Teachers' Association will ensure that other teachers perform this duty.

Dated at Nelson House, Manitoba this 23rd day of May A.D. 2023

Nelson House Teachers' Association of The Manitoba Teachers' Society
per:

Josephine Bond
Walter M. Z.
Ashley Buek

Nelson House Education Authority
per:

[Signature]
L. Gail Gossfeld - DR Donald