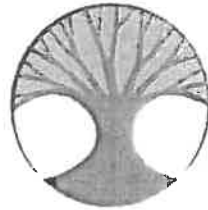


# **COLLECTIVE AGREEMENT**

Between



**SEVEN OAKS  
SCHOOL DIVISION**  
*community begins here*

**THE SEVEN OAKS SCHOOL DIVISION**

and

**THE SEVEN OAKS TEACHERS' ASSOCIATION**

**SOTA**

Seven Oaks Teachers' Association

**July 1, 2018 to June 30, 2022**

*[Handwritten signatures]*

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This agreement is by and between the Seven Oaks School Division (hereinafter referred to as the Board) and the Seven Oaks Teachers' Association of the Manitoba Teachers' Society (hereinafter referred to as the Association).

#### **ARTICLE 1: Purpose**

- 1.01 It is the intent and purpose of the parties to this agreement to promote and improve the working relations between the Board and the Association, to establish a salary schedule as provided for in Section 2 of the individual Statutory Contract, and to establish other conditions of work resulting from the operation of said agreement, and finally, to provide a basis for both parties to improve the professional service rendered to the taxpayers and school children of the Seven Oaks School Division.
- 1.02 This agreement is made pursuant to the provisions of the Manitoba Public Schools Act and the Education Department Act, and the Labour Relations Act is entered into this 10<sup>th</sup> day of May, 2021.
- 1.03 The Division recognizes the Association as the sole bargaining agent for all teachers in the employ of Seven Oaks School Division.

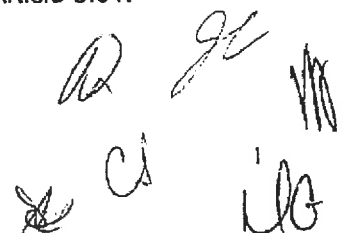
#### **ARTICLE 2: Effective Period**

- 2.01 This agreement shall come into force and take effect as and from the first day of July, 2018 and shall remain in force for a period of four (4) years from that day, and shall thereafter continue in effect from year to year unless either party gives written notice of its intention to amend or terminate this agreement. Should either party desire to amend or terminate this agreement, such party shall notify the other of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.

The parties shall confer within fourteen (14) days of the receipt of said notice or another date as mutually agreed.

#### **ARTICLE 3: Salary Schedule**

- 3.01 For the purpose of the Salary Schedule, members of the teaching staff shall be classified in accordance with the Education and Administration Act.
- 3.02 Teacher classification shall be such classification as determined in Article 3.01 in force on the first day of January, 2018 for the 2018 calendar year, on the first day of January, 2019 for the 2019 calendar year, on the first day of January, 2020 for the 2020 calendar year, on the first day of January, 2021 for the 2021 calendar year and on the first day of January, 2022 for the 2022 calendar year.
- 3.03 The classification of any teacher employed as of the date of signing of this agreement shall not be lowered as a result of such classification as set out in Article 3.01.

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#### **ARTICLE 4: Salaries**

4.01 A teacher's salary shall consist of a basic allowance for training and years of teaching experience in accordance with the classification of a teacher as set out in Article 3, plus an allowance for measurable responsibility, as set out in Article 4.04.

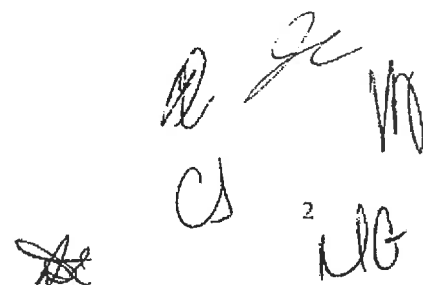
4.02 Allowance for training and years of experience shall be as follows:

##### **September 2018 Grid**

Years of Experience	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0		41,926	45,454	55,974	59,487	63,002	66,549
1		43,693	48,366	58,305	62,417	65,942	69,463
2		46,036	51,306	61,343	65,403	68,856	72,951
3		48,368	54,215	64,571	68,769	72,355	76,492
4		50,718	57,739	67,803	72,119	75,884	80,579
5		53,629	61,246	71,050	75,486	79,974	84,668
6	46,616	56,569	65,326	74,272	78,829	84,063	89,341
7				77,634	82,883	88,740	94,023
8				82,302	87,589	93,417	98,728
9				87,313	92,324	98,119	103,391

##### **September 2019 Grid**

Years of Experience	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0		42,460	46,037	56,705	60,267	63,831	67,428
1		44,252	48,990	59,068	63,238	66,812	70,383
2		46,628	51,971	62,149	66,266	69,767	73,919
3		48,992	54,921	65,422	69,679	73,315	77,510
4		51,375	58,494	68,699	73,076	76,893	81,654
5		54,327	62,051	71,992	76,490	81,041	85,800
6	47,216	57,308	66,188	75,259	79,880	85,187	90,539
7				78,668	83,990	89,929	95,286
8				83,401	88,762	94,672	100,057
9				88,482	93,564	99,440	104,786

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**September 2020 Grid**

Years of Experience	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0		42,667	46,262	56,984	60,563	64,145	67,760
1		44,468	49,230	59,358	63,549	67,141	70,730
2		46,856	52,226	62,455	66,592	70,111	74,284
3		49,232	55,191	65,744	70,022	73,677	77,893
4		51,627	58,782	69,038	73,436	77,273	82,057
5		54,594	62,356	72,347	76,868	81,441	86,224
6	47,447	57,590	66,514	75,630	80,275	85,608	90,987
7				79,056	84,405	90,374	95,758
8				83,813	89,201	95,140	100,552
9				88,920	94,027	99,932	105,305

**September 2021 Grid**

The September 2021 grid will be adjusted by the Cost of Living Adjustment. The Cost of Living Adjustment (COLA) to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (all items) is known, the increase will be applied retroactively to September 1, 2021.


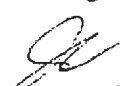



- 4.03 Years of experience shall be considered as the number of years of teaching experience actually completed from the time of certification or receipt of letter of authority following training in those places and under those conditions as set out in the regulations of the Department of Education.

For the period January 1st to June 30th, years of experience shall be considered as the number of years of teaching actually completed up to December 31st of the previous calendar year.

For the period September 1st to December 31st, years of experience shall be considered as the number of years actually completed up to June 30th of the current calendar year.

For teachers of vocational courses, each year of trade experience beyond the acquisition of Journeyman's Papers, up to a maximum of five years of such experience, shall be counted as a year of teaching experience.

Placement on the salary scale: A teacher who has completed a whole year of experience on June 30th will be relocated on the salary scale on the following September 1st; a teacher who has completed a whole year of experience on December 31st will be relocated on the salary scale on the following January 1st. Teachers, who

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would ordinarily comply with either one of the above cases but lack a maximum of one month's experience to make a whole number of years of experience, shall be deemed to comply with the above provisions.

- 4.04 The allowance for measurable responsibility shall be paid per annum in accordance with the following conditions to:

Additionally for principals and vice-principals, enrollment for placement on the scale for measurable responsibility shall be the September 30<sup>th</sup> enrollment as corrected at November 30<sup>th</sup>.

Where school's enrolment changes resulting in a lower allowance for measurable responsibility the current incumbent's allowance shall remain at the higher rate until such time as the incumbent vacates the position.

For greater clarity, the lower allowance will only apply to the position after the incumbent has left the position.

1. All Principals according to school classification as follows:

**Effective Sept. 2018**

**Enrollment**

<b>&lt;=175</b>	<b>\$21,104</b>	Collicutt, Governor Semple, Seven Oaks MET, Maples MET
<b>176-300</b>	<b>\$25,711</b>	Forest Park, Margaret Park, RF Morrison, Victory, Belmont
<b>301-525</b>	<b>\$27,325</b>	Constable Edward Finney, Ecole Riviere Rouge, Edmund Partridge, Elwick, HC Avery, Leila North, OV Jewitt, Riverbend, Seven Oaks Middle, West St. Paul
<b>526-700</b>	<b>\$32,181</b>	AE Wright, James Nisbet
<b>701-1,000</b>	<b>\$37,039</b>	Amber Trails, West Kildonan
<b>&gt;1,000</b>	<b>\$41,896</b>	Garden City, Maples

**Effective Sept. 2019**

**Enrollment**

<b>&lt;=175</b>	<b>\$21,399</b>	Collicutt, Governor Semple, Seven Oaks MET, Maples, MET
<b>176-300</b>	<b>\$26,071</b>	Forest Park, Margaret Park, Victory, Belmont
<b>301-525</b>	<b>\$27,708</b>	Constable Edward Finney, Ecole Riviere Rouge, Edmund Partridge, Elwick, HC Avery, OV Jewitt, RF Morrison, Riverbend, Seven Oaks Middle, West St. Paul
<b>526-700</b>	<b>\$32,632</b>	AE Wright, Leila North, James Nisbet
<b>701-1,000</b>	<b>\$37,558</b>	Amber Trails, West Kildonan
<b>&gt;1,000</b>	<b>\$42,483</b>	Garden City, Maples

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**Effective Sept. 2020****Enrollment**

<b>&lt;=175</b>	<b>\$21,506</b>	Collicutt, Governor Semple, Seven Oaks MET, Maples, MET
<b>176-300</b>	<b>\$26,201</b>	Forest Park, James Nisbet, RF Morrison, Margaret Park, Victory, Belmont
<b>301-525</b>	<b>\$27,847</b>	AE Wright, Constable Edward Finney, Ecole Riviere Rouge, Ecole Templeton, Edmund Partridge, Elwick, HC Avery, OV Jewitt, Riverbend, Seven Oaks Middle, West St. Paul
<b>526-700</b>	<b>\$32,795</b>	Leila North
<b>701-1,000</b>	<b>\$37,746</b>	Amber Trails, West Kildonan, Director Learning Support, Divisional Principal Initiatives
<b>&gt;1,000</b>	<b>\$42,695</b>	Garden City, Maples

The September 2021 grid will be adjusted by the Cost of Living Adjustment. The Cost of Living Adjustment (COLA) to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (all items) is known, the increase will be applied retroactively to September 1, 2021.

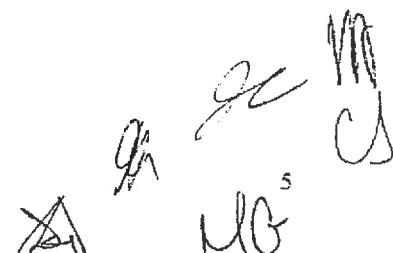
2. All Vice-Principals according to school classifications as follows:

**Effective Sept. 2018****Enrollment**

<b>0-525</b>	<b>\$13,663</b>	R.F. Morrison, Margaret Park, Constable Edward Finney, Ecole Riviere Rouge, Edmund Partridge, Elwick, HC Avery, Leila North, OV Jewitt, Riverbend, Seven Oaks Middle, West St. Paul
<b>526-700</b>	<b>\$16,091</b>	AE Wright, James Nisbet
<b>701-1,000</b>	<b>\$18,520</b>	Amber Trails, West Kildonan
<b>&gt;1,000</b>	<b>\$20,948</b>	Garden City, Maples

**Effective Sept. 2019****Enrollment**

<b>0-525</b>	<b>\$13,854</b>	R.F. Morrison, Margaret Park, Constable Edward Finney, Ecole Riviere Rouge, Edmund Partridge, Elwick, HC Avery, OV Jewitt, Riverbend, Seven Oaks Middle, West St. Paul
<b>526-700</b>	<b>\$16,316</b>	AE Wright, James Nisbet, Leila North
<b>701-1,000</b>	<b>\$18,779</b>	Amber Trails, West Kildonan
<b>&gt;1,000</b>	<b>\$21,242</b>	Garden City, Maples

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**Effective Sept. 2020****Enrollment**

<b>0-525</b>	<b>\$13,924</b>	AE Wright, RF Morrison, Margaret Park, Constable Edward Finney, Ecole Riviere Rouge, Ecole Templeton, Edmund Partridge, Elwick, HC Avery, James Nisbet, OV Jewitt, Riverbend, Seven Oaks Middle, West St. Paul
<b>526-700</b>	<b>\$16,398</b>	Leila North
<b>701-1,000</b>	<b>\$18,873</b>	Amber Trails, West Kildonan
<b>&gt;1,000</b>	<b>\$21,348</b>	Garden City, Maples

The September 2021 grid will be adjusted by the Cost of Living Adjustment. The Cost of Living Adjustment (COLA) to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (all items) is known, the increase will be applied retroactively to September 1, 2021.

3. All other personnel with measurable responsibility as follows:

<b><u>Position</u></b>	<b><u>Effective Sept. 2018</u></b>	<b><u>Effective Sept. 2019</u></b>	<b><u>Effective Sept. 2020</u></b>
Seven Oaks Adult Learning Centre Director, Director of Adult Education Centre (AEO) Inc.	\$21,104	\$21,399	\$21,506
Divisional Teacher Team Leaders' Allowances (DTTL)	\$16,394	\$16,624	\$16,707
Divisional Principal	\$16,394	\$16,624	\$16,707
Student Services Coordinator's Allowance	\$16,394	\$16,624	\$16,707
Student Services Director	\$18,824	\$19,088	\$19,183

The September 2021 grid will be adjusted by the Cost of Living Adjustment. The Cost of Living Adjustment (COLA) to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (all items) is known, the increase will be applied retroactively to September 1, 2021.

4. Acting Principals

(a) The principal of each school shall designate on or before September 30th, a member of their staff to act as principal during the absence of the principal and vice-principal(s)

(b) The acting principal of each school shall receive an honorarium of:

Sept. 2018 – June 2019	\$1,214
Sept. 2019 – June 2020	\$1,231
Sept. 2020 – June 2021	\$1,237
Sept. 2021 – June 2022	TBD - To be adjusted to the 2021 Cost of Living Adjustment.

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to be paid on a separate cheque in June. Where the Division appoints two Acting Principals at a school, both Acting Principals will receive the honorarium as specified in this Article. In special circumstances where the principal is absent for an extended period, five (5) or more consecutive school days, the acting principal would receive a per diem allowance based on one over the number of days in the school year times the principal's allowance.

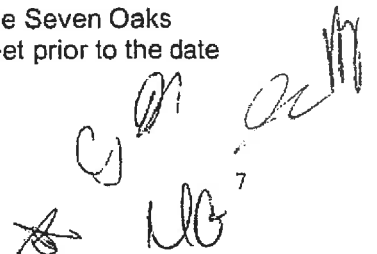
5. Administrative Transfer - If an administrator is transferred from one administrative position to another in which the allowance for measurable responsibility is less, or if the allowance for measurable responsibility is less as a result of a change in school groups, or because of revisions to previous allowances, the transferred administrator shall retain the original allowance until such time as the administrative allowance in the new position equals or exceeds the original allowance.
  6. If an administrator is appointed a Divisional Principal, they will maintain their previous allowance for measurable responsibility.
- 4.05 Where there is to be a change in salary due to change in Class, the onus is on the teacher to give notice to the Board and to the Department of Education as early as possible but not later than November 30th if a salary change is to be effective on September 1st. Salary changes resulting from notice received after November 30th up to February 28th shall be effective January 1st. If notice is not received by February 28th further salary changes resulting from such notice shall not be made until the following September 1st. Transcript of marks or other proof for such changes must be provided by the teacher.

Where such information is delayed by circumstances beyond the teacher's control e.g. postal, university strikes, etc., said teacher shall not suffer any detrimental effects.

- 4.06 The annual salary of the teacher shall be paid according to the following:
1. Teachers shall be paid twice monthly, on the 15<sup>th</sup> (or the last banking day prior to the 15<sup>th</sup>) and the second last teaching day of each month, save for December and March which shall be paid the second last banking day of the month and payment for July and August which shall be on the last teaching day in June.
  2. Teachers who are not employed for a full school year shall be paid for the part of the year taught, such fraction of the salary for the whole year as the total number of days taught is of the number of days in the current school year as prescribed by the Minister.
  3. All salaries for part-time teachers shall be on pro rata basis.
  4. All teachers will be paid by payroll deposit. Employees will receive their record of pay by divisional email.

4.07 Payment to C. V. E. Teachers

1. The salary of a CVE teacher whose qualifications and/or experience do not permit them to be paid according to the classifications as indicated by Article 3 shall be paid by the Board subject to negotiations and agreement with the Seven Oaks Teachers' Association. The Board and the Association shall meet prior to the date of employment to assess the salary.

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#### 4.08 New Positions

Should the Division wish to establish positions under the Teacher Collective Agreement, which job titles are not included in this Agreement, the Division will notify the Association of its intention to advertise/bulletin and enter into negotiations with the Association for the purpose of establishing the salary and working conditions prior to these positions being advertised/bulletined.

#### **ARTICLE 5: Substitute Teachers, Teacher-General, Limited Teacher-General and Part-Time Teachers Contracts**

5.01 The salary payable to substitute teachers shall be at the following daily rates:

<u>Effective Sept. 2018</u>	<u>Effective Sept. 2019</u>	<u>Effective Sept. 2020</u>	<u>Effective May 10, 2021</u>	<u>Effective Sept. 2021</u>	<u>Effective 2022 – to be determined</u>
191.25	191.25	191.25	198.02	198.02	To be adjusted to the 2021 Cost of Living Adjustment

Substitute rates for the 2021/22 School year will be effective on the date the parties confirm the COLA adjustment. Cost of Living Adjustment (COLA) to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (all items) is known.

The above rates include vacation pay credits.

5.02 Any qualified teacher filling a position on staff for a period of five (5) consecutive days or longer shall be paid per diem for qualifications and experience according to the schedule retroactively to the first day of filling such a position. An inservice day does not constitute a break in consecutive days.

5.03 The Manitoba Teachers' Society fees shall be deducted from a substitute teacher's pay monthly and be pro-rated on the basis of the number of days worked in that specific month.

5.04 Substitute teachers employed under a Limited Teacher-General contract for an indefinite period shall receive the following benefits:

1. Teachers' Retirement Allowance Fund pension contribution;
2. Accumulation of sick leave on a pro rata basis.

5.05 Substitute teachers employed under a Limited Teacher-General contract for a definite period which exceeds sixty (60) teaching days shall receive the following benefits:

1. Teachers' Retirement Allowance Fund pension contribution;

CS JC MG  
8

2. Accumulation of sick leave on a pro rata basis;
  3. Group Life Insurance as specified in Article 9;
  4. Salary Continuance as specified in Article 9.
- 5.06 A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that their 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.
- 5.07 Substitute teachers shall not be eligible for wages and/or benefits under this collective agreement other than those specified in this Article.
- 5.08 The clauses of this Collective Agreement which apply to substitutes are as follows:

Article 1: Purpose  
Article 2: Effective Period  
Article 3: Salary Schedule – as it relates to conversion to per diem under 5.02  
Article 4: Salaries 4.06(4) – payroll direct deposit  
Article 5: Substitutes 5.01 – 5.07 – current substitute clause

In respect to  
Article 6

6.10: Sick Leave

- A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from one extended substitute teacher assignment to another
- The use of a sick leave day with pay shall not constitute an interruption of the extended substitute teaching assignment.
- When a substitute teacher suffers an on-job injury during an extended substitute teaching assignment and is absent from work as a result of that injury, the Board shall continue to pay the salary of that substitute teacher during such absence limited to the extent of the accumulated sick leave balance at the time of suffering the on-job injury. The period of time absent from work as a consequence of the on-job injury shall not be charged against the accumulated sick leave balance.
- Entitlement to accrued sick leave or on-the-job injury entitlement ceases upon the last day prior to the return of the teacher being replaced in the assignment.

Article 8: Community Schools Staff – if in that assignment  
Article 11: Posting of Positions  
Article 13: Deduction of professional fees – already covered in 5.03  
Article 14: Professional Development Fund and Advisory Committees – no obligation to pay salary for attending a meeting unless in an extended teaching assignment  
Article 15: Complaints Against Teachers  
Article 17: Discipline  
Article 18: Interest on Retroactive Pay: Interest on a retroactive salary adjustment will be calculated similarly to the interest on retroactive pay calculation (second paragraph) and paid to the Association in one lump sum (waived for this agreement).

CS  
NG  
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- Article 19: Working Conditions  
19.01 Extra-curricular  
19.01.01 Mileage & meal expenses for extra-curricular  
19.02 Freedom of violence  
19.03 Meal Period  
19.04 Working Conditions: Preparation time will only be provided to substitutes in an extended (greater than 5 days for the same teacher) substitute assignment.
- Article 20: Provisions for Settlement of Dispute During Currency of Agreement – As it relates to disputes concerning the clauses applicable to substitutes.
- Article 24: Signatures
- Appendix B: Salary Classification – as it relates to the conversion to per diem under 5:02.

5.09 Limited Teacher-General Contract Teachers

1. Upon appointment to ongoing continuous service beginning the 1997-98 school year, teachers with two (2) years of continuous service under a - Limited Teacher-General contract shall be granted a permanent contract.
  2. The division shall not employ more teachers under Limited Teacher-General contract than there are teachers on leaves of absence.
  3. A teacher who has been employed by the division under a Limited Teacher-General contract and who subsequently is employed under a Teacher-General contract pursuant to 1. above, shall be deemed to have been employed under a Teacher-General contract since the commencement of their duties under a Limited Teacher-General contract and shall be entitled retroactively to all benefits arising therefrom.
- 5.10 Part-time teachers and teachers in job sharing arrangements may participate in school activities during the regular school day when requested by the employer. Part-time teachers and teachers in job sharing arrangements shall receive per diem rate or portion thereof for time spent over and above their regularly scheduled teaching time during the school day. By mutual agreement between the teacher and the Division, time in lieu of compensation may be given.
- 5.11 The school activities, when occurring during the regular school day, eligible for payment for part-time teachers and teachers in job sharing arrangements are:
1. In-service components;
  2. Field trips, band trips, music festivals and any other school related business.
- 5.12 All other duties performed by the part-time teacher shall be assigned on a pro-rata basis.
- 5.13 Part-time teachers shall be assigned preparation time on a pro-rata basis.
- 5.14 Part-time Teacher's First Consideration for Full-time Positions

When a full-time teaching position becomes vacant within the division, first consideration shall be given to part-time teachers who apply for the position and are already employed within the division provided that:

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1. Students in the charge of these part-time teachers, in the opinion of the Superintendent, are not negatively affected by the loss of their teachers due to the time of year, particular conditions in their assignment and/or schools and particular relationships with the students in question; and,
2. There is a better match between competence, qualifications and experience of the applicant currently on staff as compared to those applicants not on staff at the time of these positions being declared vacant.

a. Limited Term Teacher – General Contract:

A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21<sup>st</sup>) day, be signed to a Limited Term Teacher contract, unless the return of the regular teacher or the conclusion of the substitute assignment will occur within five (5) working days.

**ARTICLE 6: Leaves of Absence**

6.01 Parental Leave

"Parent" includes a natural parent or person with whom a child is placed for adoption or legal guardianship and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

1. Upon the occasion of the birth/adoption of a teacher's child, they shall be granted a one day absence with pay for the actual occasion of birth/adoption and one further day of leave with pay to be taken within fifteen (15) days of the event. Leave of absence with pay shall be provided when the day of birth or the additional day falls on a regular school day.
2. Requests for parental or adoptive leave shall be submitted prior to such leave.

6.02 Leave of Absence With Pay

A leave of absence shall be granted without any deduction in salary for the following reasons, subject to the approval of the Superintendent:

1. To attend conventions or meetings of organizations with programs relevant to the teacher's work;
2. To deliver addresses before educational bodies;
3. To attend examinations in order to secure a higher certificate or to secure university standing;
4. To attend convocation to receive a university degree.
5. Up to one (1) day to attend the secondary or post-secondary graduation of the teacher's child, spouse and/or partner.

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#### 6.03 Leave of Absence Without Pay

A teacher may be granted, upon request, leave of absence without pay subject to the following conditions:

1. Applications for such leave shall be submitted to the Board by November 30th if the leave is to be granted in the current school year or by April 1st if the leave is to be granted in the following school year.
2. A teacher granted leave of absence shall be regarded as still on staff and the leave of absence shall not constitute a break in tenure nor shall it reduce the number of day's accumulated sick leave.
3. Teachers engaged in educational duties during this leave of absence shall during that period accrue increments as outlined in Article 4.02.
4. A teacher, after leave of absence, shall return to a teaching salary as per Article 4.02.
5. A teacher who is returning from a leave of absence shall, whenever possible, be placed in the position held prior to the commencement of the leave. Where that is not possible, consideration will be given to placing the teacher in a position that is comparable in relation to age of students and content of subject matter.

#### 6.04 Executive Leave

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, or being a Society appointee to a committee of the Department of Education, and being authorized by the Executive Committee of the Society to attend a meeting of the Committee of which they are a member or to act as a representative or delegate of the Society or any branch of the Society in a matter of Society business requiring absence from school shall have the right to attend such meeting or to act as such representative or delegate and shall be excused from school duties for such purposes on not more than a total of twelve (12) teaching days in any school year, provided that a substitute satisfactory to the Board can be secured and that the cost of providing said substitute is assumed by the Society and shall not be charged upon the Board concerned. No additional leave of absence shall be taken for the purpose mentioned above, except with the consent and approval of the Board.

#### 6.05 President Leave

##### 1. President Leave/Vice-President Leave - Manitoba Teachers' Society

- (a) A teacher elected President/Vice-President of The Manitoba Teachers' Society shall be granted leave for the duration of their full term.
- (b) A teacher who is returning from being President/Vice-President of The Manitoba Teachers' Society shall, whenever possible, be placed in the position held prior to the commencement of the leave. Where that is not possible, consideration

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will be given to placing the teacher in a position that is comparable in relation to age of students and content of subject matter.

2. President /Vice-President Leave – Seven Oaks Teachers' Association

- (a) A teacher who is elected President and/or Vice-President of the Seven Oaks Teachers' Association shall be granted leave for the full term of their presidency or vice-presidency.
- (b) The amount of leave granted the President and/or Vice-President of the Association will be in an amount that may be mutually agreeable to the Board and the Association.
- (c) The Association agrees to reimburse the Division for the costs of leave granted the President and/or Vice-President of the Association.
- (d) A teacher who is elected President and/or Vice-President of the Seven Oaks Teachers' Association, and who has a partial teaching load, shall if possible, be accommodated in the same school in a position that is comparable in relation to age of students and/or subject matter to the position they held the previous year.
- (e) In the event that the President or Vice-President is unable to continue their full term of office due to extended illness beyond twenty (20) working days, the following shall apply:
  - Upon notification by the Local Association, the leave of absence will be terminated.
  - Upon termination of the leave of absence, the President or Vice President shall be returned to an assignment consistent with Article 6.05 2) (d).
  - The President or Vice President shall thereafter be entitled to access their accumulated sick leave bank.
  - The Local Association shall determine if another teacher will be elected or appointed as President or Vice President to fulfil the remainder of the term of office.
  - Should another teacher be elected or appointed as President or Vice President in accordance with the above, Article 6.05 2) shall apply.

6.06 Judicial and Witness Leave

A teacher called upon to serve as a juror or subpoenaed witness shall be granted leave without any deduction in salary. Any monies received by the Teacher from the courts shall be assigned to the school board.

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#### 6.07 Religious Leave

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 holy days observed by the teacher and designated as a day of obligation by the teacher's religion.

Teachers shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or their designate.

The following notification period shall apply:

1. Teachers on staff requiring religious holy leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year however not later than September 30<sup>th</sup>.
2. In instances where religious holy leave is required prior to September 30<sup>th</sup> in the school year notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
3. Where the appropriate notice has not been given religious holy day's leave will be provided and the teacher's regular salary will be deducted the substitute teacher rate in the teacher's salary classification.

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

#### 6.08 Maternity/Adoptive/Parental Leave

1. Maternity and Parental/Adoptive Leaves shall be granted in accordance with The Employment Standards Code (Manitoba), which shall prevail if there is an inconsistency between the Code and this Article.
2. In addition, the Board shall, upon written request, grant further maternity/adoptive/parental leave up to an additional eighteen (18) months provided that the termination of such leaves coincides with either the first day of the Fall Term, the first day of school after January 1<sup>st</sup>, the first day of school after Spring break, or in the case of a teacher returning to a secondary school, the first day of the second semester.
3. The conditions of the maternity/adoptive/parental leave shall be determined by the teacher and the Board to their mutual satisfaction.
4. The Board shall provide the teacher and the Association with a copy of the agreement reached in 3) above prior to the commencement of maternity/adoptive/parental leave.
5. Maternity/Adoptive/Parental Leave shall not constitute a break in employment for teachers under Teacher-General contracts or teachers under Limited Teacher-General contracts offered continued employment by the Division.

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6. Upon expiry of the maternity/adoptive/parental leave, the teacher shall be reinstated in the position occupied by them at the time such leave commenced or in a comparable position prior to maternity/adoptive/parental leave.

7. Top-Up Benefits

Effective July 1, 2015 a teacher taking Maternity Leave and/or Parental/Adoptive Leave pursuant to this Article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this Article. Effective July 1, 2015 the Division shall pay a teacher on Maternity Leave and/or Parental/Adoptive Leave:

- (a) if the teacher's two (2) week or ten (10) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to seventy-five (75) teaching days of Maternity Leave Top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either Maternity or Parental Leave and continues to receive employment insurance benefits;
- (b) if the teacher's two (2) week or ten (10) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of Maternity Leave top up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either Maternity or Parental Leave and continues to receive employment insurance benefits;
- (c) up to fifty (50) teaching days of Parental/Adoptive Leave top up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on Parental/Adoptive Leave and continues to receive employment insurance benefits.

For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:

- (a) one hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both Maternity Leave and Parental/Adoptive Leave;
- (b) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes Maternity Leave;
- (c) fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes Parental/Adoptive Leave;

unless the teacher takes a shorter period of Maternity Leave or Parental/Adoptive 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 Division for Maternity Leave may extend into the period of

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time that the teacher is on Parental Leave but the payment is intended to be a top-up of Maternity Leave benefits.

#### Non-Application

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 Division.

#### 6.09 Personal Leave

1. Absences for emergency purposes or in extenuating circumstances as determined by the Superintendent, shall be either at:
  - (a) no cost to the teacher involved, or
  - (b) at the actual cost of a substitute required to replace the teacher during the period of such absence.

The decision as to whether (a) or (b) above shall apply shall be made by the Superintendent based upon the nature of the emergency or circumstances.

2. In the event of the death of a member of a teacher's immediate family or relative, no deduction from salary shall be made for the teacher's absence up to a maximum of five (5) days. Should more than five (5) days absence be required Article 6.09 (1) shall apply.
3. Request for absences for other personal reasons must be submitted to the Superintendent for approval.

The absence shall be:

- a) Two (2) personal days per school year at no cost to the teacher involved (no reason required), one (1) day may be carried over for one year. These days will not be used for extending holidays.
- (b) at no cost to the teacher involved, or
- (c) at the actual cost of a substitute required to replace the teacher during the period of such absence, or
- (d) without pay (per diem rate).

The decision as to whether (b), (c), or (d) above shall apply will be made by the Superintendent based upon the nature of the circumstances.

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#### 6.10 Sick Leave

1. When a teacher is sick, that teacher shall be entitled to a leave of absence called sick leave, and shall be entitled to be paid full salary during such leave.
2. 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 this School Division.
3. All unused sick leave in each year shall accumulate from year to year to a maximum of one hundred and twenty-five (125) teaching days.
4. Each teacher shall be notified in November of each year of their total accumulation of sick leave.
5. After an absence of three (3) consecutive teaching days a teacher may be required to produce a certificate from a duly qualified practitioner for any illness certifying that such teacher was unable to carry out duties due to illness.
6. The Board may grant, at its discretion, additional sick leave with pay.
7. (a) No teacher shall suffer a loss of sick leave due to injuries sustained on the job and/or school sponsored extra-curricular activities and related supervision. The teacher injured shall be placed on sick leave, short term and/or long term disability insurance until they are able to return to work. When the teacher returns to work, the Board will re-instate their sick leave entitlement accumulated prior to the injury.  
  
(b) The Division may reimburse out of pocket expenses incurred by the teacher as a result of an on-the job injury to a maximum of one thousand dollars (\$1,000) per school year where the teacher has certain expenses beyond the maximum coverage provided for in the Extended Health Plan or incurs certain expenses related to medical items not covered by the Extended Health Plan and where such expenses are not covered by another Party or Plan.

In accordance with administrative guidelines and within the maximum set out above, the Division shall reimburse teachers for the above-mentioned expenses (e.g. drug costs, physiotherapy, etc.) for a period of up to twelve (12) months following the injury or accident.

"On-the-job-injury" means a disability resulting from an accident or injury occurring in the course of performing duties arising out of employment under contract with the Division.

8. Any teacher, who for reason of illness or injury exhausts their sick leave allocation and is placed on short term and/or long term disability, shall receive:
  - (a) a pro rata share, or 5 days of the 20 day sick leave allocation, whichever is greater, if returning during the school year, or
  - (b) 20 days of sick leave if returning at the beginning of the succeeding school year.

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6.11 Family Leave

Each teacher shall be entitled to use up to four (4) days of sick leave per school year to attend to the illness or accident, injury or medical appointment of spouse, children and/or parents. Such leave is non-cumulative from one school year to the next school year.

6.12 Deferred Salary Leave Plan

A Deferred Salary leave may be granted at the discretion of the Board to eligible teachers according to a separate Deferred Salary Leave Agreement between the Association and the Board.

6.13 Leave For Civic Duties

Teachers holding elected civic positions shall have the right to attend to civic duties during school time, to a maximum of ten (10) teaching days per school year, the first five (5) of which shall be charged to said teacher at the teacher's own substitute rate as stipulated in Article 5.01 regardless of whether a substitute is engaged or not. The latter five (5) days if taken, shall be deducted from salary at the teacher's per diem rate. A request for days in excess of the ten (10) days as allowed above must be approved by the Superintendent and will be deducted, if approved, at the teacher's per diem rate.

6.14 Part-time Leave of Absence Without Pay

1. Any teacher may, without prejudice to their current proportion of assignment, request a part-time leave of absence without pay. The teacher shall specify the proportion of time and the period for which the part-time leave is requested at the time of submitting such request.
2. The granting of such leave shall be conditional upon:
  - (a) the receipt by the division, of application for leave by November 15<sup>th</sup> if leave is requested for the Spring Term of the current school year; and by April 1<sup>st</sup> if the leave is requested for the Fall Term of the next school year; and,
  - (b) the procurement of a suitable replacement for the assignment from which leave is requested so as to minimize disruption of the education of the children affected.
3. A teacher, after leave of absence, shall return to a teaching assignment equal in proportion to the one from which leave was granted.
4. A teacher, who is returning from such leave of absence shall, whenever possible be placed in the position held prior to commencement of the leave. Where that is not feasible, consideration shall be given to placement in a position, upon the teacher's preference, that is comparable in relation to age of students and content of subject matter.
5. Provision made in sub-articles 5.10, 5.11, 5.12 and 5.13 shall continue to apply.

## **ARTICLE 7: Retraining**

The cost of course(s) requested or approved by the Board, shall be paid by the Board as follows:

1. Courses offered locally -- tuition fees only.
2. Courses not offered locally -- tuition fees plus approved expenses.

## **ARTICLE 8: Community Schools Staff**

The instructional personnel employed in the Community Schools Program operated by the Seven Oaks School Division shall be paid as follows:

	<u>Effective</u> <u>Sept. 2018</u>	<u>Effective</u> <u>Sept. 2019</u>	<u>Effective</u> <u>Sept. 2020</u>	<u>Effective</u> <u>Sept. 2021</u>
	<u>1.60%</u>	<u>1.40%</u>	<u>0.50%</u>	
Supervising Teacher	23.93	24.27	24.39	COLA
Certified Teachers:				
Classes I - III	38.26	38.80	38.99	COLA
Classes IV - VII	47.88	48.55	48.79	

The September 2021 grid will be adjusted by the Cost of Living Adjustment. The Cost of Living Adjustment (COLA) to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (all items) is known, the increase will be applied retroactively to September 1, 2021.

## **ARTICLE 9: Group Plans**

### **9.01 Life Insurance**

The Division will administer the Manitoba Public School Employees Group Life Insurance Plan (MPSEGLIP) according to the terms and conditions of the Master Policy of the said plan. The basic coverage is two (2) times annual salary with a cost share formula where the board pays the first 1x salary. Participation in the plan is a condition of employment.

### **9.02 Extended Health Care, Vision and Dental Plan**

A plan of Extended Health Care, Vision and Dental Plan shall be made available to employees on an ongoing cost sharing formula on the following basis:

1. Participation in this plan shall be a condition of employment effective September 1, 2006
2. That the Association select four (4) members to sit on the Benefit Plan Advisory Committee

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3. The Association may elect to opt out of the Extended Health Care, Vision and Dental Plan by providing notice to the division thirty (30) days prior to the plan renewal date. In such an event, employee benefits shall cease effective August 31<sup>st</sup> and further, the division's share of the premiums shall cease August 31<sup>st</sup> (but paid out June 30<sup>th</sup>). The division's cost-share contributions shall revert to the division immediately thereafter.

The board share of the extended health benefits plan is 55%.

4. Staff EHBP Premiums while on leave.
  1. Subject to the exceptions listed herein all SOTA members employed by the Division must participate in and pay the set premiums towards the Plan, unless SOTA exercises its opt out right in accordance with Article 9.02(3) of the collective agreement.
  2. If a SOTA employee who is on Division authorized personal leave is receiving income from the Division, the Division shall deduct from such income, the applicable premiums and apply the same towards the Plan. If such employee is not in receipt of income from the Division and refuses or neglects to pay the said premiums, such employee shall, for the purposes of Article 9.02 of the collective agreement, be deemed not to be a member of the Plan during such time. The Association shall be advised in writing of the name of any such member, the fact they have refused or neglected to make such payments, and the date their coverage lapsed.
  3. A SOTA employee who is on Division authorized maternity or parental leave does not have to participate in and pay premiums towards the Plan if they:
    - a) have been on Division authorized maternity or parental leave for more than 12 months;
    - b) have benefit coverage through another source (spousal or otherwise); and
    - c) make a written request to the Division to be excluded from the Plan.

The Association shall be advised in writing of the name of any such member, the fact they have requested to be excluded, and the date their coverage lapsed.

4. A SOTA employee opting out of the Plan in accordance with Article 9.02 4. paragraphs 2 or 3 shall be automatically reinstated to the Plan upon their return from Division authorized leave and shall have the premiums deducted from their pay on the first pay period following their return to work. The Association shall be advised in writing of the name of such member and the date of re-instatement.

#### 9.03 Disability Benefits Plan

A plan of short term and long term disability insurance shall be made available to members of the teaching staff on the following basis:

1. Participation in this plan shall be a condition of employment effective January 1, 1969.

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2. The established premium shall be paid by the teacher.
3. The Board agrees to make available payroll deduction privileges to its staff for the purpose of the disability benefits plan.

9.04 Group Registered Retirement Savings Plan

The Board agrees to administer a Group Registered Retirement Savings Plan.

**ARTICLE 10: Transfer/Reassignment**

- 10.01 All teachers, administrators and team leaders have the right to consultation in respect to any changes in their assignment.
- 10.02 The Association recognizes the right of the Division to assign teachers employed by the Division to schools under its jurisdiction.

The Division shall provide to any teacher being considered for transfer an opportunity for consultation with respect to the transfer and the details of the intended assignment.

The most reasonable notice possible given the circumstances shall be provided to the teacher.

The right to transfer shall be exercised fairly and reasonably, having due regard to the educational needs of the Division, and the interests of the teacher involved.

**ARTICLE 11: Bulletining of Positions**

- 11.01 The Division shall, on May 1<sup>st</sup> of every year, post electronically to all SOTA members all teaching and administrative positions potentially open at that time for the next school year as a result of:

1. Leaves of absences of full year duration (exclusive of maternity and sick leaves);
2. Newly created positions.
3. Resignations and/or Retirements;
4. Vacancies occurring during the course of the school year (excluding sick leave).

Additionally the Division will post until June 15<sup>th</sup>, all openings resulting from transfer to those vacant positions or becoming open for other reasons.

**ARTICLE 12: Employment Insurance Rebate**

- 12.01 Should the Division become eligible for a reduction in premium under the Employment Insurance Act, the teachers' five twelfth (5/12th) share of the premium reduction shall be remitted to the Seven Oaks Teachers' Association treasurer in two payments; one

payment to be made at the end of June and the balance to be remitted by the end of January.

#### **ARTICLE 13: Deduction of Professional Fees**

- 13.01 A condition of initial employment as a teacher and of continued employment as a teacher in the Seven Oaks School Division shall be membership in the Manitoba Teachers' Society.
- 13.02 The annual fees due to the Manitoba Teachers' Society by any member thereof shall be deducted in equal parts from the September to August cheques. The fees deducted shall be in accordance with the current scale of fees. The Society fees shall be remitted to the Manitoba Teachers' Society office.
- 13.03 All teachers of the Division shall be required, as a condition of their employment, to pay the annual fees of the local Association.
1. Each teacher's dues shall be deducted in equal parts from the September to August cheques and submitted to the Treasurer of the Seven Oaks Teachers' Association on or before the 15th day of the succeeding month with the final payment for the June, July and August deductions being submitted on or before July 15th.
  2. New teachers, full time or part-time, engaged by the Division during the school year shall have their local Association dues deducted monthly from the date of their employment.
  3. Substitute teachers engaged by the Division shall have full local Association fees deducted from that pay period, effective September 2012.

#### **ARTICLE 14: Professional Development Fund and Advisory Committees**

##### **14.01 Board SOTA Professional Development Committee**

1. The Board SOTA Professional Development Committee will have equal representation of SOTA members and appointed Seven Oaks School Division Board representatives.
  2. The Committee shall allow tuition fees (at 1/3) to come out of the in-province portion.
  3. The fund is set at 3 times the Class VII maximum teachers' salary.
  4. The administration of this fund will follow an Operational Agreement arrived at by the Board SOTA Professional Development Committee which is to be reviewed annually.
  5. Funds not approved in a given budget year will be carried forward to the next.
- 14.02 The Advisory Committee shall consist of:

1. Four Board representatives.

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2. Four Teacher representatives appointed by the Association one of whom shall be the Association Vice-President.

The names of appointees shall be given to the Superintendent by the thirty-first (31st) day of October. The Association shall assume the responsibility of naming its representatives.

This Committee shall have two (2) chairpersons: one designated by the Association and one designated by the Board. They shall alternate in the chairing of the meetings of the committee.

3. The Committee shall meet monthly, or as often as found necessary.
4. The duties of this Committee shall be:
  - (a) To serve the Board in the promotion of good communications and Board-Staff relations.
  - (b) To report on problems raised for consideration by the Board, administrators, teachers; the findings to be submitted to the Board for consideration and appropriate action.
  - (c) To consider the adequacy and effectiveness of the total school program and ways and means of better meeting the needs, interests and abilities of students and teachers.
  - (d) To carry out other duties as may be assigned by the Board and the Association by mutual agreement.
  - (e) Matters currently being dealt with by the Negotiation Committee shall be excluded from the duties of the Advisory Committee.

#### **ARTICLE 15: Complaints Against Teachers**

- 15.01 It is agreed that complaints against teachers should be dealt with as outlined in the Policy Manual, Complaints and Grievances, GAE.
- 15.02 It is agreed that should the Division receive any complaints as defined in policy GAE regarding a teacher in its employ, the Division shall as early as possible communicate in writing said complaint to the teacher concerned and shall, before passing judgment, afford the teacher an opportunity to make a personal presentation of their case in refutation. In such a case, the teacher may use a representative to present their case.
- 15.03 The Board will not make any changes or deletions to policy GAE without consultation with the Association.

#### **ARTICLE 16: Lay-Off Procedure**

Lay-off procedures shall be in accordance with Appendix "A" forming part of this agreement.

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## **ARTICLE 17: Discipline**

The imposition of discipline with just cause by the Division 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 Board or person(s) acting on behalf of the Board so disciplines any person covered by the Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Board's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 20, Provisions For Settlement of Dispute During Currency of Agreement.
2. When such a difference is referred to a Board of Arbitration under Article 20, 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 sub-clause (a), (b), (c) and (d) above.
3. This Article does not apply to teacher assessment and evaluation process done pursuant to Board 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.
4. The Association agrees that the Board or any agent thereof, has the right to suspend a teacher with or without pay for just cause.

## **ARTICLE 18: Interest on Retroactive Pay** **(Waived for the July 1, 2018 to June 30, 2022 Collective Agreement)**

If no settlement is reached as of December 1st the Board will pay interest on retroactive salary increases to employees covered in this agreement. Such interest will be paid on the gross amount of retroactive pay due less the amount of any statutory deduction for Canada Pension, Employment Insurance, and Income Tax with respect to that pay. The interest shall be calculated from the date on which the monies would have been due to the date of actual payment.

Interest shall be computed on the average instructional salary for the aggregate number of teachers, including administrators, employed by the Board and at the average rate, which is paid by the Royal Bank of Canada on non-chequing savings accounts during that period.

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Notwithstanding the foregoing method of calculation, the distribution of the accumulated interest to individual employees shall be accomplished via a method mutually acceptable to the Board and the Association. The above payment shall be added to each teacher's annual salary for income tax purposes.

#### **ARTICLE 19: Working Conditions**

##### **19.01 Extra-curricular activities are voluntary.**

"Extra-curricular activities" means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents, or administrative staff, such as (without limitation) staff meetings, parent teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments. Teacher participation in extra-curricular activities is voluntary. The parties also acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience.

An eligible extra-curricular activity is an activity which has received prior approval from the school principal. Commencing in September 2014, and thereafter, in any school year (as per the Minister of Education's definition), a teacher will be entitled to paid leave of absence of one-half day for twenty-five, (25) hours of eligible extra-curricular activities to a maximum of two half days per school year, provided that:

1. The date of such leave shall be mutually agreed upon between the principal and the teacher.
2. Teachers must submit their request for leave a minimum of five (5) working days before the date of the desired leave to the Superintendent.
3. This leave may be used up to December of the following school year excluding one day prior to the winter break.
4. Such leave is not to be used to extend the December holidays, spring break or summer vacation.
5. Accumulated extra-curricular activity hours cannot be carried over from one school year to the next.
6. The leave may not be taken in conjunction with any leave unless authorized by the Superintendent.
7. A part time teacher shall be entitled to the equivalent time off as a full time teacher.

- 19.01.01 Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for reasonable, documented mileage and meal expenses related to such activities at the rates set out in policy DJD.

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19.02 Freedom from Violence

The Division and the Association recognize the right of all employees to work in an environment free from physical violence, verbal abuse or the threat of physical assault.

19.03 Meal Period

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

19.04 Working Conditions

The instructional day for K – 8 schools exclusive of the lunch period shall be 5½ hours or such time as may be determined by the Minister of Education. High schools shall be 5¾ hours or such time as determined by the Minister of Education.

The division shall determine the hours of opening and closing of the school day.

Within the instructional day the Division will provide a minimum of two hundred and ten (210) minutes of preparation time per six (6) day cycle for full time teachers in K-5 and K-6, where the grade six students have recess, schools. For teachers in middle schools and grade 6-8 teachers in K-8 schools, the division will provide a minimum of two hundred and forty (240) minutes of preparation time per six (6) day cycle. For teachers in high schools the division will provide a minimum of three hundred (300) minutes of preparation time per six (6) day cycle.

The division will make every reasonable effort to schedule preparation time in blocks of not less than thirty (30) minutes.

Part time teachers will be provided with preparation time on a pro rata basis.

**ARTICLE 20: Provisions for Settlement of Dispute During Currency of Agreement**

20.01 Any difference between the parties to, or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or violation, which is not settled to the satisfaction of the parties within ten (10) teaching days from the date when the Association takes the matter up with the Board or the Board notifies the Association in writing of its desire to have the difference negotiated, shall, upon written request of either party be submitted to an Arbitration Board, consisting of three members.

20.02 Each of the parties to the dispute shall, within seven (7) days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment.

20.03 These two arbitrators within a further period of seven (7) days after their appointment shall meet and select a Chairperson mutually satisfactory to both. Should the two (2) arbitrators fail to agree upon a Chairperson within the required seven (7) days either

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party may request the Manitoba Labour Board to make the appointment of a Chairperson.

20.04 Except as herein provided the Labour Relations Act shall apply.

#### **ARTICLE 21: Retirement/Resignation Advance Notice Gratuity**

The parties agree that teachers who provide written notice to the Board of their intention to retire or resign at the completion of a given school year shall be given an advance notice gratuity in accordance with the following schedule:

- \$1,000.00 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in April of the year in which the teacher is to resign or retire.
- \$1,500.00 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in March of the year in which the teacher is to resign or retire.
- \$2,000.00 if written notice is provided and received no later than the last weekday, on which the Board Office is open, in February of the year in which the teacher is to resign or retire.

Payment of such resignation gratuity for teachers not retiring shall be made on June 30<sup>th</sup>.

Payment of such retirement gratuity shall be made, at the option of the teacher, on the effective date of their retirement, or the first pay in January of the year following their retirement.

A retiring teacher who wishes to have their retirement gratuity placed into an RRSP shall so notify the Board and complete any prescribed forms.

#### **ARTICLE 22: Employment of Guidance Counsellors During the Summer Vacation**

Guidance counsellors who have a full-time counselling position in a high school the following year may be employed during the Summer Vacation to assist with timetable changes for students for up to five (5) days as assigned by the principal. Such employment shall be voluntary on the part of the counsellor. Guidance counsellors shall receive during the following school year compensatory time equal to the number of days employed during July and August. The method and timing of such compensatory time shall be mutually agreed to by the principal and the counsellor. The details of such arrangements shall be subject to the prior approval of the Superintendent.

#### **ARTICLE 23: Allowance for Travel**

All members covered by this Collective Agreement who are approved by the Division to use a motor vehicle in the performance of their duties will be paid an allowance in accordance with the current mileage rate as per divisional policy.

All claims for transportation allowance must be submitted to the Secretary-Treasurer for payment.

*[Handwritten signatures and initials]*  
CJ. 27

**ARTICLE 24: Signatures**

Filing of this agreement with the proper authorities shall be the separate responsibility of both the Association and the Board.

Dated at Winnipeg, Manitoba, this 10<sup>th</sup> day of May, 2021

Signed and agreed to each in the presence of the other.

**ON BEHALF OF THE BOARD**

  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
Co-Chair of Negotiations

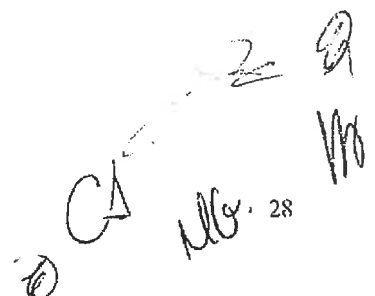
  
\_\_\_\_\_  
Secretary-Treasurer

**ON BEHALF OF THE ASSOCIATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairperson of Negotiations

  
\_\_\_\_\_  
Secretary

  
CS 28

## APPENDIX "A"

### LAY-OFF PROCEDURE

1. In attempting to anticipate the development of redundant positions, the Seven Oaks School Board shall provide the Seven Oaks Teachers' Association with forecasts on enrolments and teacher requirements.
2. No teacher shall be laid off until the Seven Oaks School Board in consultation with the Seven Oaks Teachers' Association has assessed possible alternatives affecting lay-off. These alternatives could include leaves, attrition, transfer, sabbaticals, job sharing, staffing ratios.
3. Where it is determined by the Board in consultation with the Seven Oaks Teachers' Association, that a lay-off is necessary, the criterion the Board shall use in releasing teachers shall be seniority in the division except in those special circumstances when the Board, having explained the situation to the Seven Oaks Teachers' Association and seriously considered its response, decides that this procedure is contrary to the special projects or needs of the Division.
4. Those teachers having least seniority in the division as listed in No. 5 below shall be identified in sufficient numbers to enable the Board no later than May 15th to identify the teachers to be laid off.
5. For purposes of identifying staff, the Board shall make available to the Seven Oaks Teachers' Association in January of any given year, a list of teachers whose contract commenced within the last three years.
6. Seniority shall be determined on the basis of the following criteria:
  - (a) The length of continuous employment, full or part-time, with the Division from the first date of hire.
  - (b) Where teachers have the same length of employment with the Division, the order on the "teacher lay-off" list shall be determined on the basis of total recognized teaching experience.
  - (c) If the length of teaching experience is equal as defined in a) and b), the teacher to be dismissed shall be determined by the Board.
  - (d) For the purpose of this Article any approved leave of absence shall not be deemed to interrupt the continuity of service and the duration of such leave shall be considered as experience for seniority purposes but not salary purposes.
7. If a teacher's position becomes redundant in a subject area, seniority shall be recognized by the teacher's being provided with the opportunity of transferring to another subject area or grade level within the same school, or to another school in the Division.

CS MB. 29

8. No later than May 15th, the Board shall notify in writing those teachers who have been identified for lay-off. (The Seven Oaks Teachers' Association will receive a copy of the letter.) Each teacher shall be permitted a period of ten (10) days after the receipt of said lay-off notice to protest in writing any alleged omission or incorrect listing, upon which the lay-off was based, to the Board. Such protest shall be confined to errors or changes occurring subsequent to the publication of the current seniority list the previous January. In the event the teacher does not file a written protest with the Board within the time stipulated, the list shall be deemed correct.
9. A teacher shall lose seniority for any of the following reasons:
  - (a) The teacher resigns.
  - (b) The teacher fails to return to work after the termination of any leave granted by the employer.
  - (c) The teacher is not re-employed within two (2) calendar years after September 30th following the date of the lay-off period.
  - (d) The teacher's contract is terminated for cause.
10. Laid-off teachers shall be placed on a re-employment list. Teachers placed on the re-employment list shall be rehired in the order of their seniority, if the teacher so affected has the qualifications to perform the work.
11. (a) Any teacher on the re-employment list who refuses to accept a position for which the teacher has the qualifications to perform the work stipulated in 10 above, shall be by-passed and the position shall be offered to the next teacher on the re-employment list.
  - (b) Notice of recall to a teacher who has been placed on the re-employment list shall be made by registered mail to the last known address of the teacher filed by the teacher. If the teacher fails to reply within ten (10) calendar days of such recall notice, then the teacher shall be by-passed, and the Board shall recall the teacher next in line according to number above.
  - (c) No new teachers may be hired by the Board to fill vacant positions while there are teachers on the lay-off list having the qualifications required for those positions.
  - (d) Teachers on the re-employment list shall be responsible for informing the Board of their availability for vacant positions.
12. If the Board terminates the contract of a teacher because that position is redundant, the Board shall at the request of the teacher provide the teacher with a letter to this effect.

W R R  
CS [Signature]  
30 MB  
X



THIS AUXILIARY AGREEMENT made this 10<sup>th</sup> day of May 2021.

BETWEEN:

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

- and -

**THE SEVEN OAKS TEACHERS' ASSOCIATION**  
(hereinafter referred to as the "Association")

WHEREAS pursuant to a certain Collective Agreement dated May 10<sup>th</sup>, 2021 the Division has agreed to participate in:

- Short Term Disability Plan – 100% employee paid
- Long Term Disability Plan – 100% employee paid
- Group Life Insurance – the division pays the first 1x and the employee pays the remaining premium
- Extended Health Care, Vision and Dental Plan –the cost share is 55/45 between the Division and the employee.

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

The division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules. The Division and the Association agree that certain teachers will be paid according to the annual rate of pay as follows:

**September 2018 Grid**

Years of Experience	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0		43,077	46,605	57,125	60,638	64,153	67,700
1		44,844	49,517	59,456	63,568	67,093	70,614
2		47,187	52,457	62,494	66,554	70,007	74,102
3		49,519	55,366	65,722	69,920	73,506	77,643
4		51,869	58,890	68,954	73,270	77,035	81,730
5		54,780	62,397	72,201	76,637	81,125	85,819
6	47,767	57,720	66,477	75,423	79,980	85,214	90,492
7				78,785	84,034	89,891	95,174
8				83,453	88,740	94,568	99,879
9				88,464	93,475	99,270	104,542

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**September 2019 Grid**




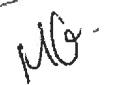
<b>Years of Experience</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>	<b>Class VI</b>	<b>Class VII</b>
0		43,680	47,257	57,925	61,487	65,051	68,648
1		45,472	50,210	60,288	64,458	68,032	71,603
2		47,848	53,191	63,369	67,486	70,987	75,139
3		50,212	56,141	66,642	70,899	74,535	78,730
4		52,595	59,714	69,919	74,296	78,113	82,874
5		55,547	63,271	73,212	77,710	82,261	87,020
6	48,436	58,528	67,408	76,479	81,100	86,407	91,759
7				79,888	85,210	91,149	96,506
8				84,621	89,982	95,892	101,277
9				89,702	94,784	100,660	106,006

**September 2020 Grid**

<b>Years of Experience</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>	<b>Class VI</b>	<b>Class VII</b>
0		43,898	47,493	58,215	61,794	65,376	68,991
1		45,699	50,461	60,589	64,780	68,372	71,961
2		48,087	53,457	63,686	67,823	71,342	75,515
3		50,463	56,422	66,975	71,253	74,908	79,124
4		52,858	60,013	70,269	74,667	78,504	83,288
5		55,825	63,587	73,578	78,099	82,672	87,455
6	48,678	58,821	67,745	76,861	81,506	86,839	92,218
7				80,287	85,636	91,605	96,989
8				85,044	90,432	96,371	101,783
9				90,151	95,258	101,163	106,536

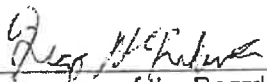
**September 2021 Grid**

The September 2021 grid will be adjusted by the Cost of Living Adjustment. The Cost of Living Adjustment (COLA) to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (all items) is known, the increase will be applied retroactively to September 1, 2021.

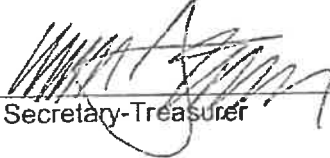
  
  
  
  
32

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated May 10<sup>th</sup>, 2021.

**SIGNED AND AGREED  
ON BEHALF OF THE BOARD**

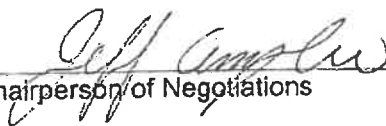
  
Chairperson of the Board


  
Co-chair of Negotiations

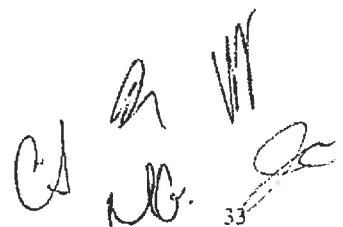
  
Secretary-Treasurer

**SIGNED AND AGREED  
ON BEHALF OF THE ASSOCIATION**

  
President of the Association

  
Chairperson of Negotiations

  
Secretary





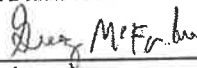
Seven Oaks School Division / Seven Oaks Teachers Association

September 2021 Grid - Employees Eligible for Benefits

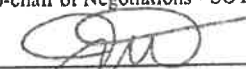
EXP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	-	44,101	47,814	58,890	62,587	66,287	70,022
1	-	45,961	50,880	61,342	65,672	69,382	73,090
2	-	48,428	53,975	64,542	68,815	72,450	76,761
3	-	50,882	57,038	67,939	72,358	76,134	80,489
4	-	53,356	60,747	71,342	75,885	79,849	84,791
5	-	56,421	64,439	74,760	79,430	84,154	89,095
6	49,038	59,516	68,735	78,151	82,950	88,459	94,015
7	-	-	-	81,690	87,216	93,382	98,944
8	-	-	-	86,604	92,170	98,305	103,896
9	-	-	-	91,880	97,156	103,255	108,806

Dated at Winnipeg, Manitoba this 27th day of January, 2022

On Behalf of the Board

  
Chair

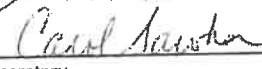
  
Co-chair of Negotiations - SOTA

  
Secretary-Treasurer

On Behalf of the Association

  
President

  
Chair of Negotiations

  
Secretary

Seven Oaks School Division/Seven Oaks Teachers' Association  
 September 2021 Grid - Employees Not Eligible for Benefits

Percentage Grid Increase 3.30% 2021 COLA

EXP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0		45,347	49,060	60,136	63,833	67,533	71,268
1		47,207	52,126	62,588	66,918	70,628	74,336
2		49,674	55,221	65,788	70,061	73,696	78,007
3		52,128	58,284	69,185	73,604	77,380	81,735
4		54,602	61,993	72,588	77,131	81,095	86,037
5		57,667	65,685	76,006	80,676	85,400	90,341
6	50,284	60,762	69,981	79,397	84,196	89,705	95,261
7				82,936	88,462	94,628	100,190
8				87,850	93,416	99,551	105,142
9				93,126	98,402	104,501	110,052

Allowances for Measurable Responsibility

Principals

<=175

22,216

Collicutt  
 Governor Semple  
 Seven Oaks MET  
 Maples MET

176-300

27,066

Belmont  
 Forest Park  
 Margaret Park  
 RF Morrision  
 Victory

301-525

28,766

AE Wright  
 Constable Edward Finney  
 Edmund Partridge  
 Elwick  
 HC Avery  
 James Nisbet  
 Leila North  
 OV Jewitt  
 Riverbend  
 Ecole Riviere Rouge  
 Seven Oaks Middle  
 Ecole Templeton  
 West St Paul

526-700

33,877

9  
 CS Jc DN  
 MB.

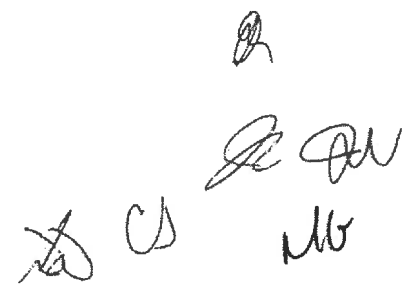
Seven Oaks School Division/Seven Oaks Teachers' Association

September 2021 Grid - Employees Not Eligible for Benefits

Percentage Grid Increase

3.30% 2021 COLA

<u>701-1,000</u>	38,992
Amber Trails	
West Kildonan	
Director of Learning Support	
Divisional Principal Initiatives	
<u>&gt;1,000</u>	44,104
Garden City	
Maples	
	Vice Principals
<u>0-525</u>	14,383
AE Wright	
Constable Edward Finney	
Edmund Partridge	
Elwick	
HC Avery	
James Nisbet	
Leila North	
OV Jewitt	
RF Morrision	
Margaret Park	
Riverbend	
Ecole Riviere Rouge	
Ecole Templeton	
Seven Oaks Middle	
West St Paul	
<u>526-700</u>	16,939
<u>701-1,000</u>	19,496
Amber Trails	
West Kildonan	
<u>&gt;1,000</u>	22,052
Garden City	
Maples	

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Seven Oaks School Division/Seven Oaks Teachers' Association  
September 2021 Grid - Employees Not Eligible for Benefits


Percentage Grid Increase                      3.30% 2021 COLA

Seven Oaks Adult Learning Centre Director	22,216
Director of Adult Education Centre (AEC) inc.	22,216
Divisional Teacher Team Leaders' (DTTL) Allowances	17,258
Divisional Principal	17,258
Student Services Coordinators' Allowance	17,258
Student Services Director	19,816
Acting Principals	1,278
Substitute Teachers (effective January 27, 2022)	204.55
Community Schools	
Supervising Teacher	25.19
Certified Teacher	
Class I - III	40.28
Class IV -VII	50.40


All LOU's related to salary and allowances to be adjusted by COLA

Dated at Winnipeg, Manitoba this 27th day of January, 2022

On Behalf of the Board

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Co-chair of Negotiations - SOTA

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

On Behalf of the Association

  
\_\_\_\_\_  
President

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

  
\_\_\_\_\_  
Secretary


Seven Oaks School Division / Seven Oaks Teacher's Association

September, 2022 Grid - Employees Eligible for Benefits

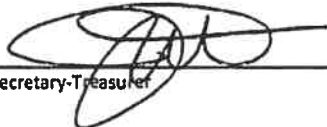
EXP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	-	44,027	47,740	58,816	62,513	66,213	69,948
1	-	45,887	50,806	61,268	65,598	69,308	73,016
2	-	48,354	53,901	64,468	68,741	72,376	76,687
3	-	50,808	56,964	67,865	72,284	76,060	80,415
4	-	53,282	60,673	71,268	75,811	79,775	84,717
5	-	56,347	64,365	74,686	79,356	84,080	89,021
6	48,964	59,442	68,661	78,077	82,876	88,385	93,941
7	-	-	-	81,616	87,142	93,308	98,870
8	-	-	-	86,530	92,096	98,231	103,822
9	-	-	-	91,806	97,082	103,181	108,732

Dated at Winnipeg, Manitoba this 6th day of September, 2022

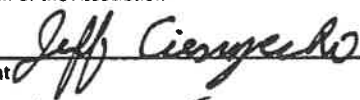
On Behalf of the Board

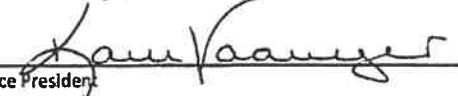
  
Chair


  
Co-chair of Negotiations - SOTA

  
Secretary-Treasurer

On Behalf of the Association

  
President

  
Vice President

  
Secretary



Seven Oaks School Division / Seven Oaks Teacher's Association

September, 2023 Grid - Employees Eligible for Benefits

EXP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	-	43,927	47,640	58,716	62,413	66,113	69,848
1	-	45,787	50,706	61,168	65,498	69,208	72,916
2	-	48,254	53,801	64,368	68,641	72,276	76,587
3	-	50,708	56,864	67,765	72,184	75,960	80,315
4	-	53,182	60,573	71,168	75,711	79,675	84,617
5	-	56,247	64,265	74,586	79,256	83,980	88,921
6	48,864	59,342	68,561	77,977	82,776	88,285	93,841
7	-	-	-	81,516	87,042	93,208	98,770
8	-	-	-	86,430	91,996	98,131	103,722
9	-	-	-	91,706	96,982	103,081	108,632

Dated at Winnipeg, Manitoba this 20<sup>th</sup> day of June, 2023

On Behalf of the Board

M. Santos  
Chair

Derek Label  
Co-chair of Negotiations - SOTA

[Signature]  
Secretary-Treasurer

On Behalf of the Association

[Signature]  
President

[Signature]  
Vice President

[Signature]  
Secretary